

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

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Order Form

Call-Off Reference: 25322

Call-Off Title: Warm Home Discount – Eligibility Checker – Continuous Improvement

Call-Off Contract Description:

To Deliver continuous improvement to the Warm Home Discount eligibility checker which is currently in live state and is due to be taken offline end of April (<https://www.gov.uk/the-warm-home-discount-scheme>). The tool requires further scoping to improve user journeys by adding further data sources by building bulk APIs to improve the accuracy of outputs. The work will require iterative improvements using agile methodology that will need to be completed by 16th October 2023. In addition to this there are outstanding findings from the previous development phases which were outside the scope of the MVP; these should be investigated and implemented alongside this piece of work.

The Buyer: Department for Energy Security and Net Zero

Buyer Address: 1 Victoria Street London SW1H 0ET

The Supplier: Oxford Computer Consultants Limited

Supplier Address: Arden Court, Arden Street, Stratford-Upon-Avon, England, CV37 6NT

Registration Number: 03521204

DUNS Number: 235221780

SID4GOV ID: 213031



Framework Ref: RM1043.8 Digital Outcomes 6

Project Version: v2.0

Model Version: v3.8

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated **28 June 2023**.

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

Call-Off Lot

Lot 1: Digital Outcomes

Call-Off Incorporated Terms

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.8
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.8
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - ~~Joint Schedule 7 (Financial Difficulties)~~
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.8
 - Joint Schedule 12 (Supply Chain Visibility)



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- Call-Off Schedules for RM1043.8
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security) – PART A ONLY
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing) (as amended by the parties)
 - Call-Off Schedule 14 (Service Levels and Balanced Scorecard) (as amended by Special Terms 7a and 7b)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)

5 CCS Core Terms (version 3.0.11)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8

7 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-Off Special Terms

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1:

The Buyer and Supplier shall agree 3 months prior to contract expiring on extending the contract for a further 10 months.

Special Term 2: Each Party acknowledges and agrees that, unless expressly stated otherwise in these Special Terms:

no Goods will be provided by the Supplier to the Buyer under or in connection with this Call-Off Contract;

Special Term 3: The first sentence of Clause 5.1 (Buyer's obligations to the supplier) of the Core Terms shall be amended to read as follows: "If Supplier Non-Performance arises from an Authority Cause, any material breach by the Buyer of any of the Authority



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Responsibilities, Force Majeure Event or other acts, events, omissions or non-events caused by a third party beyond the Supplier's reasonable control:"

Special Term 4: The first sentence of Clause 9.6 (IPR Claims) of the Core Terms, shall be amended to read as follows: "If an IPR Claim is made or anticipated the Supplier must at its own expense and option..." Unless expressly stated otherwise in these Special Terms, the remainder of Clause 9.6 (IPR Claims) shall apply in full.

Furthermore, each Party acknowledges that the other may currently or in the future be developing products, concepts, systems or techniques that are similar to or compete with any New IPR. Nothing in this Contract will prohibit the Parties from developing or having developed for it products, concepts, systems or techniques that are similar or compete with such New IPR and / or the Specially Written Software provided that either Party does not use the Confidential Information of the other.

Special Term 5: The Parties agree that Clause 4.9 (Pricing and payments) of the Core Terms shall not apply in connection with this Call-Off Contract.

Special Term 6: The parties agree that the Supplier shall not be responsible for making back-ups of Government Data under this Call Off Contract.

Special Term 7a: The parties shall, within 8 weeks of the Call Off Contract Start Date, agree the Service Levels that shall apply in relation to the hosting and support services to be provided by the Supplier under this Call Off Contract. For the avoidance of doubt no service levels shall apply to this Call-Off Contract in relation to the hosting and support services until agreed otherwise by the parties in writing pursuant to this Special Term 7 and the Joint Schedule 2 (Variation Form).

Special Term 7b: The parties agree that Section 2 (Balance Scorecard) (as amended by the parties) shall apply in respect of the Call-Off Contract.

Special Term 8: Each Party acknowledges and agrees that, unless expressly identified as such by the Parties in writing, no Licensed Software or COTS will apply under or in connection with this Call-Off Contract.

Special Term 9: In respect of Schedule 6 (Intellectual Property Rights and Additional Terms), the Parties agree that paragraph 8 (Maintenance Schedule) shall not apply in connection with this Call-Off Contract.

Special Term 10: The Parties acknowledge and agree that no perpetual licence to Existing IPRs or Third Party IPRs shall be granted under this Call-Off Contract.

Special Term 11: The parties agree that upon completion of the Discovery Phase, the Buyer shall conduct an assessment to determine whether the adequacy of work is required for the continuous improvement during the development phases. Should the remaining work be successfully completed within the initial 8 week period, the Buyer has the option to instruct the cessation of any development further work at this juncture. The project will then proceed to the Live phase, commencing on 16th October 2023, and continue for the duration stipulated in the contract.

Special Term 12: In respect of Schedule 10 (Exit Management), the parties agree that there are no Transferable Assets or Transferable Contracts provided under this Call Off Contract and that the Supplier will not be expected to provide or transfer anything directly to a Replacement Supplier upon exit (including, for the avoidance of doubt, the training of key members of the Replacement Supplier's staff.). Furthermore, the parties agree that clause



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2.1 shall not apply to this Call-Off Contract.

Special Term 13: In respect of Schedule 10 (Exit Management), the parties agree that any Termination Assistance required under this Call Off Contract (after the termination or expiry of the same) shall be chargeable.

Special Term 14: In respect of Schedule 9 (Security), the parties agree that Part A shall only apply. If, during the Discovery Phase, the parties consider (acting reasonably) that there is (or will be) a high level of risk to personal or sensitive data that is being (or to be) processed by the Supplier under this Call-Off Contract then the parties shall be able agree to amend the Call-Off Contract, via Joint Schedule 2 (Variation Form), so that Part B applies.

Call-Off Start Date: 3 July 2023

Call-Off Expiry Date: 30 April 2024

Call-Off Initial Period: 9 months, 27 days

Call-Off Optional Extension Period: 10 months

Minimum Notice Period for Extensions: 3 months

Call-Off Contract Value: [REDACTED]

Call-Off Deliverables

See details in SOW reference WHD-RM1043.8-001 and in Call Off Schedule 20 (Call Off Specification)

SOW Reference: WHD-RM1043.8-001

Delivery date: 21 July 2023

Location: 100% remote working

Details: See details in SOW

Warranty Period

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least 90 days against all obvious defects, and in relation to the warranties detailed in Paragraphs 4 (licensed Software warranty) and 9.6.2 (Specially Written Software and New IPRs) of Call-Off Schedule 6 (IPRs and Additional Terms on Digital Deliverables).



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Buyer's Standards

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification).

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

Maximum Liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

██████████

Notwithstanding the limitation of liability stated in Clause 11.2 (How much you can be held responsible for) of the Core Terms each Party's total aggregate liability in each Contract Year under this Call-Off Contract in respect of any claims: (a) for loss or damage sustained to physical property of the other Party (excluding data) and; (b) under Clauses 7.5 (Supplier Staff), 12.2 (Obeying the law) or 14.8(e) (Data protection); in each case (whether in tort (including negligence), contract or otherwise) is no more than £5 million.

The Data Protection Liability Cap for this Call Off Contract shall be £5 million.

Subject to the Clauses above, each Party's total aggregate liability in each Contract Year under this Call-Off Contract in respect of all other claims (whether in tort (including negligence), contract or otherwise) shall be no more than 125% of the Estimated Yearly Charges.

Call-Off Charges

1 Capped Time and Materials (CTM)

Reimbursable Expenses

User research

Payment Method

Monthly in arrears using BACS

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Buyer's Invoice Address

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Department for Energy Security and Net Zero

1 Victoria Street

London

SW1H 0ET

Buyer's Authorised Representative

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Department for Energy Security and Net Zero

1 Victoria Street

London

SW1H 0ET

[REDACTED]

[REDACTED]

[REDACTED]

Department for Energy Security and Net Zero

1 Victoria Street

London

SW1H 0ET

Buyer's Environmental Policy

TBC

Buyer's Security Policy

Appended at Call-Off Schedule 9 (Security)

[REDACTED]

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Supplier's Authorised Representative

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

23-38 Hythe Bridge Street, Oxford, OX1 2EP.

Supplier's Contract Manager

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

23-38 Hythe Bridge Street, Oxford, OX1 2EP.

Progress Report Frequency

Fortnightly on the first working day

Progress Meeting Frequency

Weekly

Key Staff

Name: [REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

Address: 23-38 Hythe Bridge Street, Oxford, OX1 2EP.

Contract Details: Permanent Staff Member

Worker engagement route: Inside IR35

[REDACTED]

[REDACTED]

[REDACTED]

Address: 23-38 Hythe Bridge Street, Oxford, OX1 2EP.

Contract Details: Permanent Staff Member

Worker engagement route: Inside IR35

[REDACTED]

[REDACTED]

[REDACTED]

Address: Fruto Limited, Prama House, 267 Banbury Road, Oxford, OX2 7HT

Contract Details: Permanent Staff Member of Fruto

Key Subcontractor(s)

Fruto Limited, Prama House, 267 Banbury Road, Oxford, OX2 7HT

[REDACTED]

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Commercially Sensitive Information

Commercially sensitive information is detailed in Joint Schedule 4. In particular:

- Supplier pricing is commercially sensitive, and this information would enable a competitor to price a future bid in a way which undermines the competitive tendering process.
- If using OCC service levels or policies, these are also commercially sensitive

Balanced Scorecard

As per Special Term 7b, above.

Material KPIs

To be agreed between the parties in accordance with Special Term 7a, above.

Service Credits

To be agreed between the parties in accordance with Special Term 7a, above.

Additional Insurances

Not applicable

Guarantee

Not applicable

Social Value Commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

Statement of Works

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions



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detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

For and on behalf of the Supplier:

Signature:

DocuSigned by:
[Redacted Signature]

Name:

Role:

Date: 28/6/2023

For and on behalf of the Buyer:

Signature:

DocuSigned by:
[Redacted Signature]

Name:

Role:

Date: 28/6/2023



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