

## Digital Outcomes and Specialists 2 Framework Agreement Call-Off Contract

This Call-Off Contract for the Digital Outcomes and Specialists 2 Framework Agreement (RM1043iv) includes

### Part A - Order Form

### Part B - The Schedules

Schedule 1 - Requirements

Schedule 2 - Supplier's response

Schedule 3 - Statement of Work (SOW), including pricing arrangements

Schedule 4 - Contract Change Notice (CCN)

Schedule 5 - Balanced Scorecard

Schedule 6 - Optional Buyer terms and conditions

Schedule 7 - How Services will be bought (Further Competition process)

Schedule 8 - Deed of guarantee

### Part C - Terms and conditions as at www.gov.uk

1. Contract start date, length and methodology
2. Supplier Staff
3. Swap-out
4. Staff vetting procedures
5. Due diligence
6. Warranties, representations and acceptance criteria
- 7. Business continuity and disaster recovery**
8. Payment terms and VAT
9. Recovery of sums due and right of set-off
10. Insurance
11. Confidentiality
12. Conflict of Interest
13. Intellectual Property Rights
14. Data Protection and Disclosure
15. Buyer Data
16. Document and source code management repository
17. Records and audit access
18. Freedom of Information (FOI) requests
19. Standards and quality
20. Security
21. Incorporation of terms
22. Managing disputes
23. Termination
24. Consequences of termination
25. Supplier's status
26. Notices
27. Exit plan
28. Staff Transfer
29. Help at retendering and handover to replacement supplier
- 30. Changes to Services**
- 31. Contract changes**
32. Force Majeure
33. Entire agreement
34. Liability
35. Waiver and cumulative remedies

- 36. Fraud
- 37. Prevention of bribery and corruption
- 38. Legislative change
- 39. Publicity, branding, media and official enquiries
- 40. Non Discrimination**
- 41. Premises
- 42. Equipment
- 43. Law and jurisdiction
- 44. Defined Terms

The Order Form (Part A), the Schedules (Part B) and the Terms and Conditions (Part C) will become the binding contract after the Further Competition Process has been concluded. Specific details will be added after the award of the Framework Agreement. The Order Form may include:

- Buyer and Supplier details
- contract term
- Deliverables
- location
- warranties
- staffing needs
- staff vetting procedure
- notice period for termination
- standards required (including security requirements)
- charges, invoicing method, payment methods and payment terms
- additional Buyer terms and conditions
- insurances
- business continuity and disaster recovery
- security
- governance
- methodology
- Buyer and Supplier responsibilities

A mockup Order Form (Part A) and Schedules (Part B) is set out below.

During the lifetime of the Framework Agreement, the Call-Off Contract Order Form template will be regularly updated to ensure that it continues to meet user needs.

**Part A - Order Form**

<b>Buyer</b>	Department for Education
<b>Supplier</b>	Paper Design Studio Ltd
<b>Call-Off Contract/Project Ref.</b>	National Pupil Database Access
<b>Call-Off Contract title</b>	National Pupil Database Access Discovery
<b>Call-Off Contract description</b>	A Discovery to establish the needs of those requiring access to the NPD
<b>Security Check Suspension Period</b>	<p>The Buyer agrees that the Supplier may start work on the Services in advance of obtaining security clearance on the proviso that if any individual supplying the Services does not receive security clearance within 4 weeks of the contract start date:</p> <ul style="list-style-type: none"><li>a) The Services shall be suspended until such a time as a resolution has been agreed between the parties ("Security Check Suspension Period")</li><li>b) All dates contained within this Contract (other than payment dates for invoices issued for work completed prior to the Security Check Suspension Period) shall be delayed by the length of the Security Check Suspension Period</li></ul>
<b><u>Call-Off Contract period</u></b>	
<b>Start date</b>	Monday 4 December 2017
<b>End date</b>	Wednesday 28 February 2018
<b>(Optional) Maximum Call-Off Contract Extension Period</b>	<p>2 weeks from Thursday 1 March 2018</p> <p>If the additional 2 week contract extension is required, DfE will pay the supplier a day rate of £630 (+VAT) per person.</p>
<b>Latest Extension Period End Date</b>	Friday 14 March 2018
<b>Notice period (prior to the initial Call-Off Contract period) to trigger Call-Off Contract Extension</b>	Monday 12 February 2018
<b><u>Call-Off Contract value</u></b>	£43,200 (excluding VAT) + expenses

<b>Charging method</b>	Capped time and materials (CTM)	
	Price per story	
	Time and materials (T&M)	
	Fixed price	X
	Other pricing method or a combination of pricing methods agreed by the parties	
<b>Notice period for termination for convenience</b>	2 weeks	
<b>Purchase order No.</b>	PO 4107000229	
<b>Initial SOW package</b>	<p><b><u>Discovery purpose</u></b></p> <p>In the form of the National Pupil Database (NPD) the Department for Education (DfE) has some of the best data sources in government. However, how we provide access to the data needs to be modernised to realise its potential benefit - with an emphasis on 'distributing access, not data'.</p> <p>The discovery is required to refresh our understanding of who the key users are and their needs, with a view to:</p> <p>a) Streamlining the application process for NPD data; and  b) Provide safe and secure access to NPD data for those that require it</p> <p><b><u>Scope of Work</u></b></p> <p>The supplier, based on GDS discovery guidelines, should find out:</p> <ul style="list-style-type: none"> <li>• who the existing NPD users are and identify other users that might require NPD access in the future</li> <li>• NPD users' needs and how the DfE are meeting them, or any needs DfE are not meeting</li> <li>• which services currently meet NPD users' needs and whether they're government services or private sector</li> <li>• how DfE would start developing a new service if the discovery finds there's a user need for one</li> <li>• what the user journey for someone using our proposed service might look like</li> </ul>	

- how to meet government accessibility requirements
- Understand the constraints of our organisation's legacy systems
- how the policy that relates to our service and how it might prevent us from delivering a good service to our users

Additionally, we want the discovery to:

- Provide insight, based on the user needs identified, on the extent to which the previously identified options would meet user needs
- Provide insight on potential options for providing users with access to NPD data (NB: Options must be 'future proofed' to adhere to the General Data Protection Regulations that come into force in May 2018)
- Establish where there are 'pain points' in the current NPD data request process.

Expected Artifacts (not exhaustive) include:

- **User needs document:** a prioritized list of user needs for the diverse stakeholder/user groups that require access to the NPD.
- **User story document:** a prioritized list of user stories for the diverse stakeholder/user groups that require access to the NPD.
- **Personas (including user journey's):** summary of our user's pain points, needs and desires.
- **A visualization of 'as-is' end to end NPD data process:** an output that displays how NPD data is currently requested (including: tier of data request; pain points, type of request etc)
- **An options report and recommendations:** analysis of the options, with recommendations for how access to the NPD could be provided for existing and new users. This will include supporting the DfE's service assessment to get through the Alpha gateway. Options & recommendations should be aligned to departmental goals, obligations and strategies (i.e. GDPR, Digital Economies Act)
- **Ad hoc:** Any supporting research videos, highlights, extended highlights, interview transcripts that you may have created.

All documents/artefacts to be created using DfE compatible software.

### **Delivery Schedule**

The activity and artefacts as described in 'Scope of Work' section to be completed by the end of Discovery.

**Acceptance Criteria**

Completion of all the activities, as described in 'Scope of Work' section, to a standard acceptable to the DfE Product Owner & SRO.

Production of the expected artefacts, as described in the 'Scope of Work' section, to a standard acceptable to the DfE Product Owner & SRO.

**Location of Work**

The Agile delivery team will be based in Darlington/Sheffield but with travel to other site to meet key stakeholders.

**Period of Performance**

Main contract: 480 hours of effort over the period 04/12/17 to 28/02/18

Optional extension: 14 days to cover the period 01/03/18 to 14/03/18

**Special Requirements**

N/A

**Type of Contract/Payment Schedule**

Type of contact: Fixed price 6-week effort contract with a 2-week extension option that can be invoked by the DfE.

Payments Schedule:

£10,800 + VAT to be approved by DfE on 15/12/17, subject to scope delivered to quality as agreed with Product Owner.  
Payment to be made to Paper within 30 days of DfE approval.

£10,800 + VAT to be approved by DfE on 05/01/18, subject to scope delivered to quality as agreed with Product Owner.  
Payment to be made to Paper within 30 days of DfE approval.

£10,800 + VAT to be approved by DfE on 01/02/18, subject to scope delivered to quality as agreed with Product Owner.  
Payment to be made to Paper within 30 days of DfE approval .

£10,800 + VAT to be approved by DfE on 28/02/18, subject to scope delivered to quality as agreed with Product Owner.  
Payment to be made to Paper within 30 days of DfE approval.

Please note this final payment, by agreement between the Product Owner & Paper, would be approved earlier if Paper have completed the discovery in advance of the 28/02/18.

**Expenses**

Expenses to be paid in line with standard DfE policy - i.e:

- Hotels £75 per night outside London, £110 per night in London
- Rail: Standard class only (unless 1<sup>st</sup> class cheaper)

**Miscellaneous**

Contract subject to all supplier individuals being granted the appropriate security clearance.

**Contract Extension**

If the additional 2 weeks contract extension is required, DfE will pay Paper a day rate of £630 (+VAT) per person.

This Order Form is issued in accordance with the Digital Outcomes and Specialists Framework Agreement (RM1043iv).

**Project reference:** DOS-4734.  
**Buyer reference:** Department for Education.

**Order date:** RD1000887  
**Purchase order:** PO 4107000229

**From:** the Buyer  
Department for Education  
St Paul's Place  
125 Norfolk Street  
Sheffield  
S1 2FJ

**To:** the supplier  
Paper Design Studio Limited  
Globe Works  
Penistone Road  
Sheffield  
S6 3AE  
0114 360 3604  
sales@paper.studio

Company number: 10169060

**Together:** the "Parties"

**Principle contact details**

For the Buyer: **Name:** Iain Bradley  
**Title:** Head of Data Modernisation Division  
**Email:** Iain.bradley@education.gov.uk  
**Phone:** Tel: 0114 274 2196 Mob: 07775 403970

For the Supplier  
For the supplier: **Name:** Jon Rhodes  
**Title:** Project Director  
**Email:** jon@paper.studio

Phone:

07779 624335 / 0114 360 3604

### **Call-Off Contract term**

**Commencement date:** 4 December 2017 and is valid for 3 months.

**Maximum Extension Period** 2 weeks

**Latest End date of any Extension Period** 14/03/18.

### **Buyer contractual requirements**

**Digital outcomes and specialists services required:**

For the provision of an agile discovery:

The team for this project will be made up of three roles:

User researcher Responsible for:

- Setting user participant criteria
- Creating research plan and script
- Facilitating research sessions
- Translating into user needs for delivery

Service designer Responsible for:

- Understanding what the service requirements are
- Aligning user needs with service improvement
- How users need to access the service
- What processes might need to change to accommodate a streamlined service
- What processes we need to make more efficient, automate or remove
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Delivery Manager Responsible for:

- Ensuring each sprint is organised, planned in and that the work takes place
- Organising research visits, ensuring participants are booked in and know what to expect
- Informing the client of budget and commercial parts of the project

**Warranty period** 30 days from the date of Buyer acceptance of release.

**Location:** Darlington/Sheffield (as home location)

**Staff vetting procedures:** The level of clearance for this requirement is: Baseline Personnel Security Standard

**Standards:** Not used

**Limit on supplier's liability:** As per clause 34.

**Insurance:** As per clause 10.

**Supplier's information**

<b>Commercially sensitive information:</b>	Enter any additional requirements Completed by the winning Supplier, as agreed by the Buyer.
<b>Subcontractors / Partners:</b>	Enter any additional requirements Completed by the winning Supplier, as agreed by the Buyer

### Call-Off Contract Charges and payment

<b>The method of payment for the Call-Off Contract Charges (GPC or BACS)</b>	BACS
<b>Invoice details</b>	Enter information here
<b>Who and where to send invoices to:</b>	Richard Machen – richard.machen@education.gov.uk
<b>Invoice information required – eg PO, project ref, etc.</b>	PO Number – DOS4734 Project Ref Number: PO 4107000229
<b>Invoice frequency</b>	As per schedule in the SoW
<b>Call-Off Contract value:</b>	£43,200

#### Call-Off Contract Charges:

Type of contract - Fixed price 6-week effort contract with a 2-week extension option that can be invoked by DfE.

£10,800 + VAT to be approved by DfE on 15/12/17, subject to scope delivered to quality as agreed with Product Owner. Payment to be made to Paper within 30 days of DfE approval.

£10,800 + VAT to be approved by DfE on 05/01/18, subject to scope delivered to quality as agreed with Product Owner. Payment to be made to Paper within 30 days of DfE approval.

£10,800 + VAT to be approved by DfE on 01/02/18, subject to scope delivered to quality as agreed with Product Owner. Payment to be made to Paper within 30 days of DfE approval .

£10,800 + VAT to be approved by DfE on 28/02/18, subject to scope delivered to quality as agreed with Product Owner. Payment to be made to Paper within 30 days of DfE approval. Please note this final payment, by agreement between the Product Owner & Paper, would be approved earlier if Paper have completed the discovery in advance of the 28/02/18.

### Additional Buyer terms

**Warranties, representations and acceptance criteria** The Supplier warrants and undertakes to the Buyer that:  
Not used

**Supplemental requirements in addition to the call-off terms** Not used

**Buyer specific amendments to/refinements of the Call-Off Contract terms** Not used

**Specific terms:** Not used

<b>Clause</b>	<b>Minimum number of days held within the Call-Off Contract</b>
6 Warranties, representations and acceptance criteria	Remains Ninety (90) Days from date of Buyer acceptance of release
22 Managing Disputes	Remains various shown within the Call-Off Contract terms
23 Termination	Remains Fifteen (15) consecutive Calendar Days
29 Help at retendering and handover to replacement supplier	Remains Ten (10) Working days
31 Contract Changes	Remains Five (5) Working Days
32 Force Majeure	Remains Fifteen (15) consecutive Calendar Days
34 Liability	Remains various shown within the Call-Off Contract terms

## **Formation of Contract**

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A), the Schedules (Part B) and the Call-Off Contract terms and conditions (Part C) and by signing below agree to be bound by this Call-Off Contract.



<b>SOW Reference:</b>	<i>DOS-4734.</i>
<b>Buyer:</b>	<i>Department for Education</i>
<b>Supplier:</b>	<i>Paper Design Studio Limited</i>
<b>Release Type(s):</b>	<i>Single release – Discovery</i>
<b>Phase(s) of Development:</b>	<i>N/A - Discovery</i>
<b>Release Completion Date:</b>	<i>N/A</i>
<b>Duration of SOW</b>	<i>480 hours effort between 04/12/17 – 28/02/18</i>
<b>Charging Method(s) for this Release:</b>	<i>Fixed Price</i>

3.1.1 The Parties will execute a SOW for each release. Note that any ad-hoc Service requirements are to be treated as individual Releases in their own right (in addition to the releases at the delivery stage); and the Parties should execute a separate SOW in respect of each.

3.1.2 The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this SOW and will not apply to any other SOW's executed or to be executed under this Call-Off Contract unless otherwise agreed by the Parties.

**Sch 3.2 Key Staff**

3.2.1 The Parties agree that the Key Staff in respect of this Project are detailed in the table below.

3.2.2 Table of Key Staff:

<b>Name</b>	<b>Role</b>	<b>Details</b>
Ian Bradley	DfE SRO	
Seb Tallents	DfE Service Manager	
Chris Kirby	DfE Delivery Lead	
Richard Machen	DfE Product Owner	
Ben Memmott	DfE Business Analyst	
Jon Rhodes	Paper Delivery Manager	
Cam Spilman	Paper User Research	

Mark Goddard	Paper User Research & Design	
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### Sch 3.3 Deliverables

3.3.1 To be added in agreement between the Buyer and Supplier

### Sch 3.4 Call-Off Contract Charges

3.4.1. For each individual Statement of Work (SOW), the applicable Call-Off Contract Charges (in accordance with the charging method in the Order Form) will be calculated using all of the following:

- the agreed relevant rates for Supplier staff or facilities, which are inclusive of any applicable expenses and exclusive of VAT and which were submitted to the Buyer during the Further Competition that resulted in the award of this Call-Off Contract.
- the number of days, or pro rata for every part of a day, that Supplier staff or facilities will be actively providing the Services during the term of the SOW.
- a contingency margin of up to 20% applied to the sum calculated on the basis of the above two points, to accommodate any changes to the SOW Deliverables during the term of the SOW (not applicable to Lot 3). The Supplier must obtain prior written approval from the Buyer before applying any contingency margin.

3.4.2 The Supplier will provide a detailed breakdown of rates based on time and materials Charges, inclusive of expenses and exclusive of VAT, with sufficient detail to enable the Buyer to verify the accuracy of the time and material Call-Off Contract Charges incurred.

The detailed breakdown for the provision of Services during the term of the SOW will include (but will not be limited to):

- a role description per Supplier Staff;
- a facilities description;
- the agreed relevant rate per day;
- any expenses charged per day, which are in line with the Buyer's expenses policy (if applicable);
- the number of days, or pro rata for every part day, they will be actively providing the Services during the term of the SOW; and
- the total cost per role / facility

The Supplier will also provide a summary which is to include:

- Total value of this SOW
- Overall Call-Off Contract value
- Remainder of value under overall Call-Off Contract Charge

Where:

Remainder of value under overall Call-Off Contract Charge = overall Call-Off Contract value - sum of total value of all SOWs invoiced

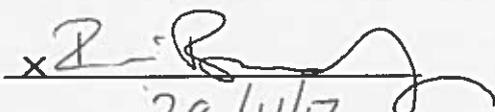
- Whether there is any risk of exceeding Overall Call-Off Contract value (and thereby requiring a Contract Change Note (CCN) to continue delivery of Services)



**For and on behalf of the departmental Buyer:**

Name and title           Iain Bradley – Head of Data Modernisation

Signature and date

  
28/11/17

Please note that this is the first SOW. If the value of the first SOW is lower than the overall Call-Off Contract value, and subsequent SOW(s) are required to ensure the Services are delivered, they must be raised and signed by the Buyer and the Supplier, with a copy sent to CCS for its records.

If you exceed the overall Call-Off Contract value and Supplier Staff are still required to deliver the services, then a contract change note (CCN) must be raised, explaining the reason(s) for the extension.

**Schedule 4 - Contract Change Notice (CCN)**

Order Form reference for the Call-Off Contract being varied:

**BETWEEN:**

**Buyer Full Name ("the Buyer")**

and

**Supplier Full Name ("the Supplier")**

1. The Call-Off Contract is varied as follows and shall take effect on the date signed by both Parties:  
**Guidance Note: Insert full details of the change including:**  
**Reason for the change;**  
**Full Details of the proposed change;**  
**Likely impact, if any, of the change on other aspects of the Call-Off Contract;**
2. Words and expressions in this Contract Change Notice shall have the meanings given to them in the Call-Off Contract.
3. The Call-Off Contract, including any previous changes shall remain effective and unaltered except as amended by this change.

**Signed by an authorised signatory for and on behalf of the Buyer**