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## **Digital Outcomes and Specialists 5 (RM1043.7)**

### **Framework Schedule 6 (Order Form)**

**CPD4124034**

Version 2

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

### Order Form

**Buyer guidance:** This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block.

It is important that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

<b>Call-Off Reference:</b>	CPD4124034
<b>Call-Off Title:</b>	DLUHC data collection as a service (public beta and migration)
<b>Call-Off Contract Description:</b>	Partner to bring "Submit social housing data service" to live and re-platform and re-engineer Delta, enabling the creation of a single civil-servant staffed data-collection team.
<b>The Buyer:</b>	Department for Levelling Up, Housing and Communities (DLUHC)
<b>Buyer Address:</b>	Fry Building, 2 Marsham Street, London SW1P 4DF.
<b>The Supplier:</b>	Softwire Technology Limited
<b>Supplier Address:</b>	315, Highgate Studios, 53-79 Highgate Rd, London NW5 1TL
<b>Registration Number:</b>	03824658
<b>DUNS Number:</b>	238328434

### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 25 July 2022.

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists 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) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.7
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) RM1043.7
    - Joint Schedule 12 (Supply Chain Visibility)

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

- Call-Off Schedules for RM1043.7
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - 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)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 16 (Benchmarking)
  - Call-Off Schedule 18 (Background Checks)
  - Call-Off Schedule 20 (Call-Off Specification)

5 CCS Core Terms (version 3.0.9)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

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.** All outputs will be owned by DLUHC and published openly where appropriate using a suitable open license that supports reuse. Outputs in this special term are defined as New IPR in accordance with Clause 9 of the Core Terms outputs

**Special Term 2.** All materials/outputs derived from the contract shall be the property of DLUHC. Materials / Outputs in this special term are defined as New IPR in accordance with Clause 9 of the Core Terms outputs

**Special Term 3.** The Parties will agree in each SOW the extent to which the following apply to the Services being provided under the SOW:

- Paragraph 7.8 of Part B of Call-Off Schedule 13 Implementation and Testing
- Any requirement to perform support, maintenance, monitoring and or security testing of the ICT Environment under Call-Off Schedule 6 (Intellectual Property Rights ....) and/or Call-Off Schedule 9 (Security).
- Any requirement that time is of the essence in relation to meeting Milestone Dates (which shall be clearly labelled or referred to as Milestone Dates in the SOW).

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

Call-Off Start Date:	25 July 2022
Call-Off Expiry Date:	25 July 2024
Call-Off Initial Period:	2 years
Call-Off Optional Extension Period:	6 months
Minimum Notice Period for Extensions:	30 days
Call-Off Contract Value:	[REDACTED]

### Call-Off Deliverables

**Option B:** See details in Call-Off Schedule 20 (Call-Off Specification)

### 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). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract: None stated

### Cyber Essentials Scheme

NA

### 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 [REDACTED].

### Call-Off Charges

A combination of two or more of the above Charging methods (Capped T&M and T&M). For clarity Capped Rates will apply to the Priced Part 1 (Core Migration) and Priced Part 2 (Delta Migration) element of the suppliers proposal. Subject to revised/agreed SoWs due to the project scope enhancement. Each SoW will clearly state which elements are Capped T&M and which are not.

All Services performed under this Call-Off Contract (including but not limited to those performed in compliance with Call-Off Schedule 10) will be charged at the rates set out in the rate card below:

Tech Roles	Project Roles	SFIA Level	Developer	Delivery Manager	User Researcher	Devops Engineer	UI Designer	QA Tester
			(All rates exclude VAT)					
Junior	PMO/Support	3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Mid / snr dev	Scrummaster/Jnr PM	4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Lead Dev/Tech lead	Project Lead	5	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
System Architect	Programme Lead	6	[REDACTED]	[REDACTED]		[REDACTED]		[REDACTED]
	Director	7		[REDACTED]				

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

**Reimbursable Expenses**

Only if agreed under the applicable individual SOW.

**Payment Method**

Invoice/BACS

**Buyer's Invoice Address**

[REDACTED]

**Buyer's Authorised Representative**

[REDACTED]

Senior Product Manager

[REDACTED]

[REDACTED]

DLUHC, Fry Building, 2 Marsham Street, London SW1P 4DF.

**Buyer's Environmental Policy**

Greening Government Commitments Annual Report [April 2020]  
[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/883779/ggc-annual-report-2018-2019.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/883779/ggc-annual-report-2018-2019.pdf)

**Buyer's Security Policy**

Appended at Call-Off Schedule 9 (Security)

System Administrators are expected to hold a minimum full SC clearance for this requirement. Other roles can be BPSS cleared.

**Supplier's Authorised Representative**

[REDACTED]

Commercial Director

[REDACTED]

[REDACTED]

315 Highgate Studios, 53-79 Highgate Road, London NW5 1TL

**Supplier's Contract Manager**

[REDACTED]

Programme Lead

[REDACTED]

[REDACTED]

315 Highgate Studios, 53-79 Highgate Road, London NW5 1TL

**Progress Report Frequency**

Monthly

**Progress Meeting Frequency**

Monthly

**Key Staff**

NA

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**Key Subcontractor(s)**

Not applicable

**Commercially Sensitive Information**

See Joint Schedule 4 for Supplier's Commercially Sensitive Information

**Balanced Scorecard**

See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

**Material KPIs**

The Material KPIs that shall apply to this Call-Off Contract are as detailed in Call-Off Schedule 14 (Service Levels and Balanced Scorecard).

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

**For and on behalf of the Supplier:**

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: 23/08/22

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

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: 23/08/22

## **Appendix 1**

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).



## **Annex 1**

### **1 Statement of Works (SOW) Details**

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

**Date of SOW:** 25<sup>th</sup> July 2022

**SOW Title:** Delta and Core Migration Team Ramp-up

**SOW Reference:** CPD4124034\_SOW1

**Call-Off Contract Reference:** CPD4124034

**Buyer:** Department for Levelling Up, Housing and Communities

**Supplier:** Softwire Technology Limited

**SOW Start Date:** 25<sup>th</sup> July 2022

**SOW End Date:** 2<sup>nd</sup> September 2022

**Duration of SOW:** 6 weeks

**Key Personnel (Buyer):**

[REACTED] Senior product manager Delta

[REDACTED] Senior product manager Submit Social housing and lettings data

**Key Personnel (Supplier):** [REDACTED] (Programme Lead), [REDACTED] (Tech lead), [REDACTED] (Delta tech lead)

**Subcontractors:**

- [REDACTED]

## 2 Call-Off Contract Specification – Deliverables Context

**SOW Deliverables Background:** Initial planning, technical investigation and team ramp-up for the re-platforming of the Delta and Core “submit social housing data” services

**Delivery phase(s):** Inception

**Overview of Requirement:** Inception

## 3 Buyer Requirements – SOW Deliverables

### **Outcome Description:**

Deliverables are expected at a high level to include:

- Development work on the outstanding CORE backlog items that are pre-requisites for the upcoming release
- Creation of technical architecture and project plans for the Delta migration

The Deliverables shall be delivered using an Agile, iterative approach to a level of detail commensurate with the SOW Budget defined in section 4 of this SOW. Where additional detail is required in one area, detail in other area(s) will be proportionately reduced.

The Parties agree that:

- Paragraph 7.8 of Part B of Call-Off Schedule 13 (Implementation and Testing) does not apply the provision of Services under this SOW.
- Any requirements to perform support, maintenance, monitoring and or security testing of the ICT Environment under Call-Off Schedule 6 (Intellectual Property Rights ....) and/or Call-Off Schedule 9 (Security) do not apply to this SOW.

**Delivery Plan:** This SOW covers inception Services over a period of 6 weeks from 25<sup>th</sup> July 2022 to 2<sup>nd</sup> September 2022.

The Parties agree that time is not of the essence in relation to meeting any Milestone Dates under this SOW.

### **Dependencies:**

Effective delivery of the Services under this SOW is subject to the Buyer fulfilling the following responsibilities in a timely manner:

- Provision of access to sharepoint, github, JIRA, confluence and other existing project resources.
- Ensuring availability of key stakeholders and incumbent suppliers to attend workshops on dates to be agreed.
- Sufficient information on requirements for agreed tasks as to allow the Supplier to work efficiently.

The Buyer hereby consents to the use of open-source libraries within the Deliverables (including those under the Lesser GPL) with the exception of those under “copyleft” licenses such as the GPL and Affero GPL).

**Supplier Resource Plan:**

The Supplier plans to deploy the following team:

Capped T&M Roles

Role	SFIA Level
Technical Lead	5
Senior Developer	4
Junior Developer	3
Technical Lead (on Delta)	5
Programme Lead	6
Service Designer	4

Roles charged on T&M basis (and not part of the original capped quote)

Role	SFIA Level
Senior Content Designer	5
Junior delivery lead	4
Senior Interaction designer	5
Systems Architect	6
Design Lead	5
Programme Lead	6

**Security Applicable to SOW:**

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW:

System Administrators are expected to hold a minimum full SC clearance. Other roles can be BPSS cleared

**Cyber Essentials Scheme:**

Not applicable

**SOW Standards:**

The Supplier is expected to align with the Government Digital Service Standard and the Government Technology Code of Practice. The supplier will discuss with the client where

deviation from this is required. The Supplier is also expected to understand and align with DLUHC's internal Cyber Security and Technology assurance requirements.

**Performance Management:** Not applicable

**Additional Requirements:**

**Annex 1** – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

**Key Supplier Staff:**

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)
Programme Lead	[REDACTED]	Employee of Supplier	N/A as [REDACTED] is an employee
Technical Principal	[REDACTED]	Employee of Supplier	N/A as [REDACTED] is an employee

[Indicate: whether there is any requirement to issue a Status Determination Statement]

**SOW Reporting Requirements:**

Further to the Supplier providing the management information detailed in Paragraph 6 of Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission	Target audience
1.1	How much of the available budget for this SOW has been used up and how much remains for the duration of the contract end date (Burn down)	Delta and Submit Social Housing Lettings and Sales Data (CORE)	Every 4 weeks	Civil Service Product Managers, Service Owner Delivery Manager
1.2	Progress towards delivery goals / desired outcomes as agreed with DLUHC (can be discussed with product manager, can be in the form of a roadmap shared during show and tells)	Delta and Submit Social Housing Lettings and Sales Data (CORE)	Every 2 weeks	Wider group of stakeholders
1.3	Risks to delivery (can be discussed with product manager)	Delta and Submit Social Housing Lettings and Sales Data (CORE)	Every 2 weeks	Service owner

1.4	Weeknote – a weekly written update on team activity, learnings, outcomes (can be discussed with Product manager)	Delta and Submit Social Housing Lettings and sales data)	Weekly	Wider group of stakeholders
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#### 4 Charges

##### Call Off Contract Charges:

The applicable charging method(s) for this SOW is:

- Capped Time and Materials
- Time and Materials

[Buyer to select as appropriate for this SOW]

The estimated maximum value of this SOW (irrespective of the selected charging method) is [REDACTED] excluding VAT ("SOW Budget").

##### Rate Cards Applicable:

Services under this SOW carried out by resources in the roles set out below shall be charged on a capped T&M basis as stated above at the associated rates set out below:

Role	SFIA Level	Rate (excluding VAT)	Max FTEs
Technical Lead	5	[REDACTED]	2
Senior Developer	4	[REDACTED]	2
Junior Developer	3	[REDACTED]	2
Delivery Lead	5	[REDACTED]	1
Service Designer	4	[REDACTED]	1
User researcher	4	[REDACTED]	1

Services carried out under this SOW by resources in the following additional roles shall be charged on a T&M basis at the rates set out below. These roles represent changes to the project scope agreed with the Buyer

Role	SFIA Level	Rate (excluding VAT)	Estimated FTEs
Senior Content Designer	5	[REDACTED]	1 (from week 4)
Junior delivery lead	4	[REDACTED]	1
Senior Interaction designer	5	[REDACTED]	0.5
Systems Architect	6	[REDACTED]	0.2

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Design Lead	5	[REDACTED]	0.5
Programme Lead	6	[REDACTED]	1 (from week 4)

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**[Insert** SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]

**Reimbursable Expenses:** N/A

## **5 Signatures and Approvals**

### **Agreement of this SOW**

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

#### **For and on behalf of the Supplier**

Name:

Title:

Date:

Signature:

#### **For and on behalf of the Buyer**

Name:

Title:

Date:

Signature:

## Annex 1

### Data Processing

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</li> </ul> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</li> </ul> <p><b>The Parties are Joint Controllers</b></p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>• [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>• Business contact details of Supplier Personnel for which the Supplier is the Controller,</li> <li>• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</li> <li>• [Insert the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine</li> </ul>



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	<p>the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</p> <p><b>[Guidance</b> where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	<p>[Be as specific as possible, but make sure that you cover all intended purposes.</p> <p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</p>
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	[Describe how long the data will be retained for, how it be returned or destroyed]