# **RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)**

## Order Form

CALL-OFF REFERENCE: Project\_8867 - Capital Directorate Change and Digital Transformation Consultancy

THE BUYER: Department for Education

BUYER ADDRESS Sanctuary Buildings, Great Smith Street, London, SW1P 3BT

THE SUPPLIER: Newton Europe Limited

SUPPLIER ADDRESS:2 Kingston Business Park, Kingston Bagpuize, Abingdon, Oxfordshire, OX13 5FE

REGISTRATION NUMBER:4279175

DUNS NUMBER: 222611290

SID4GOV ID:N/A

### Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 10 April 2024.

It’s issued under the Framework Contract with the reference number RM6187 for the provision of consultancy services in relation to the Capital Directorate Change and Digital Transformation programme.

### CALL-OFF LOT(S): Lot 3: Complex & Transformation

### Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

### Joint Schedules for RM6187 Management Consultancy Framework Three

* Joint Schedule 2 (Variation Form) - Mandatory
* Joint Schedule 3 (Insurance Requirements) – Mandatory
* Joint Schedule 4 (Commercially Sensitive Information) – Mandatory
* Joint Schedule 10 (Rectification Plan) – Mandatory
* Joint Schedule 11 (Processing Data) - Mandatory

### Call-Off Schedules

* Call-Off Schedule 5 (Pricing Details) - Optional
* Call-Off Schedule 9 (Security) - Optional
* Call-Off Schedule 20 (Call-Off Specification) - Optional

1. CCS Core Terms
2. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
3. Call-Off Schedule 4 (Call-Off Tender)

Supplier terms are not 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

Not applicable

**Call-off start date:**  8 April 2024

**Call-off expiry date:**  31 August 2024

**Call-off initial period:**  4 months and 24 days

It is agreed that if the parties wish to extend the duration of the Call-Off Contract in order to deliver the Programme Objectives, they will enter into a Variation Agreement in accordance with Joint Schedule 2 (Variation Form).

### Call-off deliverables:

See details in Call-Off Schedule 20 (Call-Off Specification)

### Security

Short form security requirements apply in accordance with Call-Off Schedule 9 (Security)

### Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first contract year are:

<redacted>.

### Call-off charges

See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

* Specific Change in Law

### Reimbursable expenses

None – fixed price contract – expenses included in fixed price.

### Payment method

Monthly invoicing in accordance with Call-Off Schedule 5 (Pricing Details).

All invoices must be sent, quoting a valid purchase order number (PO Number), to:

accountspayable.OCR@education.gov.uk

Within 30 days this Call-Off Contract, Buyer will send the Supplier a unique PO Number. The Supplier must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of the Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in payment.

Payment via BACS

If the Supplier has a query regarding an outstanding payment,please contact the Buyer’s Accounts Payable section by email to:

accountspayable.OCR@education.gov.uk

### Buyer’s invoice address

Department for Education

Sanctuary Buildings,

Great Smith Street,

London,

SW1P 3BT

accountspayable.OCR@education.gov.uk

### FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

**Buyer’s authorised representative**

<redacted>

Programme Lead

<redacted>

Department for Education –  Sanctuary Buildings, Great Smith Street, London, SW1P 3BT

### Buyer’s security policy

The Short Form Security Requirements apply in accordance with Call-Off Schedule 9 (Security).

### Supplier’s authorised representative

<redacted>

2 Kingston Business Park, Kingston Bagpuize, Abingdon, Oxfordshire, OX13 5FE

### Supplier’s contract manager

<redacted>

2 Kingston Business Park, Kingston Bagpuize, Abingdon, Oxfordshire, OX13 5FE

### Progress report frequency

Monthly

### Progress meeting frequency

Weekly meetings with the Supplier’s and the Buyer’s change team lead or the Buyer’s chosen delegates.

**Key staff**

N/A

### Key subcontractor(s)

Not applicable

### Commercially sensitive information

See Joint Schedule 4 (Commercially Sensitive Information)

### Service credits

Not applicable

### 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)

### Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

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

Signature:

Name:

Role:

Date:

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

Signature:

Name:

Role:

Date:

Joint Schedule 4 (Commercially Sensitive Information)

1. What is the Commercially Sensitive Information?
	1. In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
	2. Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
	3. Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

|  |
| --- |
| Details (Including Dates and the Duration of Confidentiality) |
| The Supplier’s pricing for the Services and in particular the Supplier’s day rates. The obligation of confidentiality should apply from 26th February 2024 to 31st July 2027 |

Joint Schedule 11 (Processing Data)

1. Definitions
	1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):
	2. “**Processor Personnel**” all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
2. Status of the Controller
	1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
		1. “Controller” in respect of the other Party who is “Processor”;
		2. “Processor” in respect of the other Party who is “Controller”;
		3. “Joint Controller” with the other Party;
		4. “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 *(Processing Personal Data)* which scenario they think shall apply in each situation.

1. Where one Party is Controller and the other Party its Processor
	1. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 *(Processing Personal Data*) by the Controller.
	2. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
	3. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
		1. a systematic description of the envisaged Processing and the purpose of the Processing;
		2. an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
		3. an assessment of the risks to the rights and freedoms of Data Subjects; and
		4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
	4. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
		1. Process that Personal Data only in accordance with Annex 1 *(Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
		2. ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms*,* which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
			1. nature of the data to be protected;
			2. harm that might result from a Personal Data Breach;
			3. state of technological development; and
			4. cost of implementing any measures;
		3. ensure that:
			1. the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 *(Processing Personal Data*));
			2. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
			3. are aware of and comply with the Processor’s duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
			4. are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
			5. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
			6. have undergone adequate training in the use, care, protection and handling of Personal Data;
		4. not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
			1. the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
			2. the Data Subject has enforceable rights and effective legal remedies;
			3. the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
			4. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
		5. at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
	5. Subject to Clause 3.6 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
		1. receives a Data Subject Access Request (or purported Data Subject Access Request);
		2. receives a request to rectify, block or erase any Personal Data;
		3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
		4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
		5. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
		6. becomes aware of a Personal Data Breach.
	6. The Processor’s obligation to notify under Clause 3.5 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
	7. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 3.5 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
		1. the Controller with full details and copies of the complaint, communication or request;
		2. such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
		3. the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
		4. assistance as requested by the Controller following any Personal Data Breach; and/or
		5. assistance as requested by the Controller with respect to any request from the Information Commissioner’s Office, or any consultation by the Controller with the Information Commissioner's Office.
	8. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
		1. the Controller determines that the Processing is not occasional;
		2. the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
		3. the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
	9. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller’s designated auditor.
	10. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
	11. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
		1. notify the Controller in writing of the intended Subprocessor and Processing;
		2. obtain the written consent of the Controller;
		3. enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
		4. provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
	12. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
	13. The Relevant Authority may, at any time on not less than thirty (30) Working Days’ notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
	14. The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The Relevant Authority may on not less than thirty (30) Working Days’ notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner’s Office.

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

The contact details of the Relevant Authority’s Data Protection Officer are: <redacted>

The contact details of the Supplier’s Data Protection Officer are: <redacted>

The Processor shall comply with any further written instructions with respect to Processing by the Controller.

Any such further instructions shall be incorporated into this Annex.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | N/A. It is not anticipated that the Supplier will be processing the Buyer’s Personal Data as part of the Programme. |
| Duration of the Processing | N/A. It is not anticipated that the Supplier will be processing the Buyer’s Personal Data as part of the Programme. |
| Nature and purposes of the Processing | N/A. It is not anticipated that the Supplier will be processing the Buyer’s Personal Data as part of the Programme. |
| Type of Personal Data | N/A. It is not anticipated that the Supplier will be processing the Buyer’s Personal Data as part of the Programme. |
| Categories of Data Subject | N/A. It is not anticipated that the Supplier will be processing the Buyer’s Personal Data as part of the Programme. |
| Plan for return and destruction of the data once the Processing is completeUNLESS requirement under Union or Member State law to preserve that type of data | N/A. It is not anticipated that the Supplier will be processing the Buyer’s Personal Data as part of the Programme. |

Call-Off Schedule 5 (Pricing Details)

1. Charges and Expenses
	1. The Charges are <redacted> excluding VAT and including expenses (subject to any adjustment in accordance with this Call-Off Contract) and are based on the anticipated time required to achieve the Programme Objectives.
	2. The Buyer will pay the Charges to the Supplier as set out in Paragraph 2 of this Call-Off Schedule 5 (Pricing Details).
2. Invoicing
	1. All invoices will be addressed to the Department for Education.
	2. Where the Buyer requires invoices to state a Purchase Order number, the Buyer will be responsible for ensuring this is issued to the Supplier in time to be included on the first invoice.
	3. The Charges will be invoiced in line with the fixed invoicing schedule below:

<redacted>

* 1. The Charges will be paid in accordance with Clause 4 of the Core Terms. The Parties expressly agree that Clause 4.9 of the Core Terms shall not apply to this Call-Off Contract.
	2. The Supplier reserves the right to charge the Buyer interest on invoices that are overdue at the rate of <redacted> per annum above the base rate of Barclays Bank Plc accruing from day to day from the date payment is due until payment is made in full.

Call-Off Schedule 20 (Call-Off Specification)

1. Programme Background and Objectives
	1. The Buyer is undertaking the Capital Directorate Change Programme, which assesses how the Buyer’s Capital Directorate is currently operating and will develop options to optimise its structure, processes and culture (the **CDCP**). This will include establishing a Common Data Environment (**CDE**) to support the Capital Directorate’s wider operating model, realise efficiencies, improve data management and utilise advanced analytics/AI.

In connection with CDCP, the Buyer requires support from a consultancy provider to:

* + 1. develop a presentation on the case for change to be presented to the Capital Directorate’s Senior Leadership Team and at a Capital Directorate Away-Day, and relevant communications for wider distribution within the Capital Directorate and the Buyer’s organisation;
		2. produce an operating model and CDE options appraisal to be presented to the Buyer’s Strategic Data Board, with recommended next steps; and
		3. develop a draft operating model and road map for implementation to be presented at the Buyer’s Strategic Data Board.

(the **CDCP Requirements**).

* 1. Following a competitive tender exercise, the Buyer has appointed the Supplier to support the delivery of the CDCP Requirements (the **Programme**).
	2. The Programme will involve the following activities:
		1. Building the case for change:

understanding, through structured interviews, the Buyer’s objectives and their relative priority, key interfaces (Local Authorities, schools and suppliers) and the variables that the Buyer will need to be responsive to across the wider change environment. This will define the ‘future state’, the CDE’s purpose and the key design principles; and

understanding the Buyer’s data mapping to inform CDE options. The Supplier will quantify differences between current performance and future objectives, prioritising significant gaps. This will form the basis of the “case for change” and a baseline to measure benefits against.

* + 1. Designing future state – designing the new operating model and CDE top-down and bottom-up, ensuring the performance benefits can be understood.

Top-down activities will include:

mapping the capabilities required, where these can be delivered by the CDE, AI or wider technology or need particular skills;

developing options for team structures;

developing evaluation criteria and user personas for the CDE against which to test options.

Bottom-up activities will include:

agreeing priority areas that show the biggest divergence between current performance and future objectives (e.g. high risk or cost, or low productivity); and

analysing for those areas how far the different operating models, CDE options or AI could close the performance gap.

* + 1. Finalising options and implementation roadmap – combining the top-down and bottom-up design work to create realistic operating model, AI and CDE options that meet the Buyer’s objectives. This will set out low, medium and high-change options with quantified benefits (financially and operationally), risks, costs and change enablers (e.g. culture, behaviours and leadership). For CDE options, features, functionality and limitations will be explored. The roadmap will sequence structural, cultural, workforce, data and digital changes.

(the **Programme Objectives**).

* 1. The Supplier will use the following analytical tools to deliver the Programme Objectives:
		1. ‘Case for Change’ workshops with Capital Directorate teams to understand ambitions and future KPIs;
		2. Data analysis using data from multiple systems and sources to understand variation in decision-making against different themes such as risk, region, caseworking;
		3. Live studies with frontline teams to understand current processes and blockers to identify where capacity and value could be unlocked;
		4. Key stakeholder interviews to learn from their expertise, understand their frustrations and develop solutions;
		5. Environment for Change assessment to understand the culture of the teams for large-scale cale;
		6. Data and Digital Capability Assessment to identify digital opportunities through AI and CDE to improve productivity and capability to deliver internally;
		7. Exploring risk stratification to understand potential opportunities through cohorting of capital investment/build cases and machine learning; and

Deep dives into key themes from early findings in the Programme to focus in on the root causes of them and the associated opportunities.

* 1. The Programme will deliver the following outputs:
		1. Building the case for change:

Strategic alignment sessions held across key leaders;

Case for change presented at a key stakeholder workshop;

Strategic objectives and appraisal criteria for new operating model and CDE agreed;

* + 1. Designing future state:

Three options for operating model and CDE design, with quantified benefits and cost;

A roadmap for full implementation by Summer 2025, incorporating op model, CDE and AI;

Paper on next steps with recommendations including an options analysis on delivery routes for implementing a CDE;

* + 1. Mobilisation:

Inputs for piloting of new system by Summer 2024; and

Inputs to staff consultation (and the Buyer acknowledges that the Supplier will not be expected to deliver this consultation).

1. Duration and Plan
	1. The Supplier will begin work on the Programme on Call-Off Start Date and this Call-Off Contract will take effect from that date.
	2. The initial plan to deliver the Programme Objectives is shown in Figure 2 below. It is intended that this plan will iterate as the Programme progresses, with the agreement of the Buyer and the Supplier (**Programme Plan**):



Figure 1: Draft Programme Plan

* 1. Notwithstanding the above, the Buyer and the Supplier each agree that:
		1. it may be necessary to extend the scope of the Programme into further areas not specifically covered in this Call-Off Contract to achieve the Programme Objectives. If this results in additional Charges being payable by the Buyer, then Buyer approval will be sought before any additional work is done; and
		2. if the Buyer requests the Supplier to perform any work beyond the scope of the Programme outlined above, such work will be charged for separately (and will be the subject of a separate Call-Off Contract (or similar contractual document) to be agreed prior to undertaking such work).
1. Engagement
	1. The Supplier and the Buyer each agree that, in order to achieve the Programme Objectives, they will work on the Programme together, in partnership, and will each provide all appropriate assistance, engagement, data and resources. In particular, the Buyer agrees that it will provide and/or facilitate (as applicable):
		1. the interviews and workshops to be delivered by the Supplier as described in Clause 1 of this Call-Off Schedule 20;
		2. prompt access to all required operational and financial data to measure performance, benefits and support improvement work, including direct access to up-to-date operational data;
		3. all required access to staff (including time with senior members of the Buyer’s team) and buildings to work in partnership with all teams involved in the Programme;
		4. the Buyer resources outlined in Clause 4.5 of this Call-Off Schedule 20; and
2. Resourcing
	1. The following personnel will be responsible for the overall delivery of the Programme:
		1. for the Buyer: Simone Bolshaw, SRO for the Change Programme in the Capital Directorate; and
		2. for the Supplier: Emily Roche, Partner.
	2. The Buyer and the Supplier will each appoint a Programme Manager who will be the day-to-day principal points of contact for the Programme.
	3. Each Programme workstream will also have a Buyer and Supplier owner who will be jointly responsible for delivery of the Programme.
	4. The Supplier Resources:
		1. the Supplier will resource the Programme with a team of high-quality, skilled Consultants, with input and resource from specialists where required;
		2. subject to paragraph 4.4.3, the Supplier will conduct the Programme with a combination of time spent at the Buyer’s site(s) and remote working, as appropriate to deliver the Programme Objective; and
		3. the Supplier personnel normally spend approximately 2 days per month carrying out off site Programme work, reviewing the Programme and carrying out development activities as required. This is typically done on every other Friday.
	5. Buyer Resources:
		1. the Buyer will provide skilled resources to support Programme delivery, maximise skills transfer, minimise costs and ensure sustainability and continuity. The Buyer’s Change Team and CDE teams will make themselves available to brief and support the Supplier’s teams.
3. Termination
	1. In addition to the provisions of Clause 10 of the Core Terms, the Supplier shall have the right, by serving written notice at any time, to terminate this Call-Off Contract with immediate effect if the Buyer commits any material breach of (or persistently breaches) any of the provisions of this Call-Off Contract and, if the breach is capable of remedy, the Buyer fails to cure that breach within thirty (30) days after the date of a written notice from the Supplier giving notice of its intention to terminate unless that breach is remedied within that time.
4. Consequences of Termination
	1. If this Call-Off Contract is terminated by either party for any reason, then the Buyer will pay the Supplier for work done up to the date of termination.

Call-Off Schedule 4 (Tender)

<redacted>