

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

### **Order Form**

Call-Off Reference: ecm\_64677

Call-Off Title: For Planet Climate Change App

Call-Off Contract Description: We want to create a mobile phone app which will allow individuals to share information and encourage small lifestyle changes within their homes and communities, positively impacting carbon footprint and contributing towards the UK net zero target.

The Buyer: Environment Agency

Buyer Address: Horizon House, Deanery Road, Bristol BS1 1AH

The Supplier: 3 Sided Cube (UK) Ltd

Supplier Address: Telephone House, 18 Christchurch Road, Bournemouth, Dorset, England, BH1 3NE

Registration Number: 05393027

DUNS Number: 34-585-3969

SID4GOV ID: Unknown

### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 1<sup>st</sup> June 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 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) RM1043.7

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- 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 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - 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 3.0.9)

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:

Clause 10.2.2 (Ending the Contract without a reason) as exists in Core Terms (version 3.0.9) shall be deleted and replaced with:

“10.2.2 Each Buyer has the right to terminate their Call-Off Contract or any Statement of Work at any time without reason by giving the Supplier not less than:

- (a) 15 days for a Statement of Work; or
- (b) 30 days for the Call-Off Contract,

written notice and if it's terminated Clause 10.6 shall apply. Without prejudice to Clause 10.2.3, the Buyer shall have no liability in respect of any costs incurred by the Supplier arising from such termination.”

A new Clause 10.2.3 shall be inserted as follows:

“10.2.3 The Parties acknowledge and agree that the:

- (a) Buyer's right to terminate under Clause 10.2.2 is reasonable in view of the subject matter of the Call-Off Contract and the nature of the Deliverables being provided.
- (b) Call-Off Contract Charges paid during the notice period given by the Buyer in accordance with Clause 10.2.2 are a reasonable form of compensation and are deemed to fully cover any avoidable costs or losses incurred by the Supplier which may arise (directly or indirectly) as a result of the Buyer exercising the right to terminate under Clause 10.2.2.”

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Call-Off Start Date: 27<sup>th</sup> June 2022

Call-Off Expiry Date: 26<sup>th</sup> June 2024

Call-Off Initial Period: Two (2) Years

Call-Off Optional Extension Period: Six (6) Months

Minimum Notice Period for Extensions: One (1) Month

Call-Off Contract Value: £500,000.00

### **Call-Off Deliverables**

Discover & Define (Phase 1) comprising of immersion session / design, prototype, test / user stories and acceptance criteria / technical approach / findings documentation. Deliverables as follows.

- Concepts / Prototype (for UT)
- Prioritised Feature List
- Prioritised User Stories and Acceptance Criteria
- Proposed Technical Approach Document
- Time Estimate
- Key Findings Deck

The Discover and Define phase will be completed by 25th August 2022.

Design (Phase 2). Deliverables will be as follows.

- Wireflows
- Look & Feel Document
- Hi-Fidelity app designs

The Design phase will be completed by 30th September 2022.

It is expected that all of the above services will be delivered remotely. More details can be found in Call-Off Schedule 13 (Implementation Plan and Testing).

### **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:

Not Applicable

### **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.

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £250,000.00.

### **Call-Off Charges**

Capped Time and Materials (CTM)

### **Reimbursable Expenses**

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

### **Payment Method**

The payment method for this Call-Off Contract is BACS invoice.

### **Buyer's Invoice Address**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

### **Buyer's Authorised Representative**

[REDACTED]

Senior Commercial Officer, Defra Group Commercial (DgC)

[REDACTED]

[REDACTED]

Horizon House, Deanery Road, Bristol, BS1 5AH

### **Buyer's Environmental Policy**

Available at: [Environment Agency quality policy and commitment to sustainable business - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/environmental-policy)

Buyer's Security Policy

Available at: [Security policy framework: protecting government assets - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/security-policy-framework)

### **Supplier's Authorised Representative**

[REDACTED]

CEO

[REDACTED]

[REDACTED]

Telephone House, 18 Christchurch Road, Bournemouth, BH1 3NE

### **Supplier's Contract Manager**

[REDACTED]

Head of Commercial

[REDACTED]

[REDACTED]

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Telephone House, 18 Christchurch Road, Bournemouth, BH1 3NE

### **Progress Report Frequency**

3 progress reports (every 2/3 weeks throughout this initial phase).

### **Key Staff**

[REDACTED]

UX Designer

[REDACTED]

Telephone House, 18 Christchurch Rd, Bournemouth BH1 3NE

Full time, employed.

Outside IR35

[REDACTED]

Client Strategist

[REDACTED]

Telephone House, 18 Christchurch Rd, Bournemouth BH1 3NE

Full time, employed.

Outside IR35

[REDACTED]

Project Management Lead

[REDACTED]

Telephone House, 18 Christchurch Rd, Bournemouth BH1 3NE

Full time, employed.

Outside IR35

### **Key Subcontractor(s)**

Not Applicable

### **Commercially Sensitive Information**

Not Applicable

### **Material KPIs**

Not Applicable

### **Additional Insurances**

Not Applicable

### **Guarantee**

Not Applicable

### **Social Value Commitment**

The Call-Off Contract aims to improve the environment within a generation, which is set out in Government Commercial Function's Social Value Model Theme 3: Fighting Climate Change.


As such the Buyer and Supplier commit to:


- Work collaboratively to devise and deliver a solution that supports environmental objectives.
- Make progress towards influencing behaviour that promotes climate action.
- Partner / collaborate with external organisations and the wider community to increase publicity (where appropriate).

### **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:**

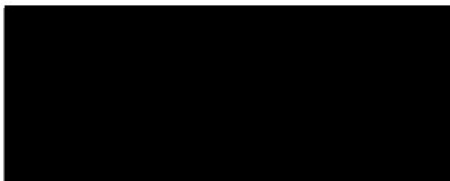
Signature: 


Name: 

Role: CEO

Date: 06/06/2022

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

Signature: 

Name: 

Role: Commercial Manager

Date: 6<sup>th</sup> June 2022

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## **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:** 1<sup>st</sup> June 2022

**SOW Title:** Discover & Define / Design

**SOW Reference:** SOW1

**Call-Off Contract Reference:** ecm\_64677

**Buyer:** Environment Agency

**Supplier:** 3 Sided Cube (UK) Ltd

**SOW Start Date:** 27<sup>th</sup> June 2022

**SOW End Date:** 27th September 2022

**Duration of SOW:** 3 months

**Key Personnel (Buyer):**

[Redacted]

**Key Personnel (Supplier):**

[Redacted]  
[Redacted]  
[Redacted]

**Subcontractors:** Not Applicable

## 2 Call-Off Contract Specification – Deliverables Context

**SOW Deliverables Background:** Completion of Discover & Define (Phase 1) and Design (Phase 2)

**Delivery phase(s):** Discovery

**Overview of Requirement:** This process will build a solid shared understanding of the purpose and goals behind the project, validate requirements with users and define the project with a much clearer understanding of the scope, allowing a more accurate estimate of the requirement. The Supplier will then create wireflows for the project, and map the analytics required for us to ensure that they can monitor agreed measures of success (these will be defined within the Immersion session of Phase 1).

The Supplier will also complete the Look and Feel document, which includes high fidelity designs for 4-8 important screens that cover all of the key components that the Supplier will use to deliver the final experience.

Once the Look and Feel document has been signed off, the Supplier will use the Atomic Design methodology to create all of the components that will be used by the developers when they implement the user interface.

## 3 Buyer Requirements – SOW Deliverables

**Outcome Description:**

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01	<p><u>Discover &amp; Define</u></p> <p>This milestone will involve:</p> <ul style="list-style-type: none"> <li>• Immersion Session</li> <li>• Design, Prototype, Test</li> <li>• User Stories and Acceptance Criteria</li> <li>• Technical Approach</li> <li>• Findings Documentation</li> </ul> <p>More details can be found in Call-Off Schedule 13 (Implementation Plan and Testing)</p>	<p>Provision of:</p> <ul style="list-style-type: none"> <li>• Concepts / Prototype (for UT)</li> <li>• Prioritised Feature List</li> <li>• Prioritised User Stories and Acceptance Criteria</li> <li>• Proposed Technical Approach Document</li> <li>• Time Estimate</li> <li>• Key Findings Deck</li> </ul>	17th August 2022
MS02	<p><u>Design</u></p> <p>The Supplier will:</p> <ul style="list-style-type: none"> <li>• Complete Wireflows for the project, mapping the analytics required</li> </ul>	<p>Provision of:</p> <ul style="list-style-type: none"> <li>• Wireflows</li> <li>• Look &amp; Feel document</li> <li>• Hi-Fidelity app designs</li> </ul>	27th September 2022

	<ul style="list-style-type: none"> <li>• Complete the 'Look and Feel' Document</li> <li>• Use the Atomic Design Methodology to create components that will be used</li> </ul>		
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**Dependencies:** Supplier staff, including the relevant subject matter experts and senior leaders, will be available as required (with appropriate notice) throughout this project.

**Security Applicable to SOW:**

Part A: Short Form Security Requirements will apply to this Call-Off Contract.

The Supplier must evidence and maintain that all employees engaged in the contract have up to date Disclosure and Barring Service (DBS) checks.

**Cyber Essentials Scheme:**

The Buyer requires the Supplier to have and maintain a Cyber Essentials Certificate for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

**SOW Standards:**

Not Applicable

**Performance Management:**

Not Applicable

**4 Charges**

**Call Off Contract Charges:**

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

Capped Time and Materials

The estimated maximum value of this SOW (irrespective of the selected charging method) is £44,400.00.

**Rate Cards Applicable:**



3SC SFIA.xlsx

**Reimbursable Expenses:**

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

## **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: [REDACTED]

Title: CEO

Date: 06/06/2022

Signature: [REDACTED]

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

Name: [REDACTED]

Title: Commercial Manager

Date: 6<sup>th</sup> June 2022

Signature: [REDACTED]

*The Buyer and Supplier agree that there will be no personal data stored as part of SOW1 (Discover & Define / Design). It is unclear at this stage what data will be stored until this statement of work is complete and the app has been fully defined. The Supplier has provided their template for Data Protection Impact Assessment, which will be a deliverable from the Discover & Define phase. The following Annex 1 will therefore be completed prior to commencement of a subsequent Development phase.*

## 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]</li> </ul>

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	<p>who is Controller to the other Party who will separately determine 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]