

# Digital Outcomes and Specialists 5 (RM1043.7)

# Framework Schedule 6 (Order Form)

Version 2

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

### Order Form

Call-Off Reference: **5307/09/2021**

# Call-Off Title: Beta Development (and early life support) of a Regulated Professions Register (RPR)

Call-Off Contract Description: **Provision of IT development expertise to deliver private and public beta phases, as well as early life support, of a Regulated Professions Register.**

**The Buyer**: The Department for Business, Energy and Industrial Strategy (BEIS), acting on behalf of the Secretary of State for Business, Energy and Industrial Strategy

**Buyer Address**: 1 Victoria Street, London, SW1H 0ET

**The Supplier**: The Dextrous Web Limited

**Supplier Address**: Calls Landing, 36-38 The Calls, Leeds, England, LS2 7EW

Company Number: **06617101**

DUNS Number: **211267270**

#### Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 28 October 2021.

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
* 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 20 (Call-Off Specification)
  + Call-Off Schedule 26 (Cyber Essentials Scheme)

1. CCS Core Terms (version 2)
2. Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
3. 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:

None

Call-Off Start Date: 1 November 2021

Call-Off Expiry Date: 15 May 2022

Call-Off Initial Period: 6.5 months

Call-Off Optional Extension Period: 3 months

Minimum Notice Period for Extensions: 1 month

Call-Off Contract Value: £ 466,610 (exc VAT)

#### Call-Off Deliverables

Successfully passing the private Beta assessment to move into public Beta – no later than 4th February 2022

Delivery of early life support and maintenance, until 26th March 2022

#### 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: **n/a**

#### 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 is £466,610.

#### Call-Off Charges

Capped Time and Materials (CTM)

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

For any additional SOWs agreed, subject to the Terms of the Call-Off Contract, over and above the three phases of work envisaged at the outset, the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card in Call-Off Schedule 5 (Pricing Details and Expenses Policy) or the Supplier Staff undertaking that element of work on the Deliverables.

#### Reimbursable Expenses

None

#### Payment Method

Monthly in arrears – PO number to be provided by the Buyer to the Supplier as soon as practicable following Call-Off Start Date.

#### Buyer’s Invoice Address and Authorised Representative

[redacted]

#### Buyer’s Environmental Policy

BEIS Environmental Policy, January 2020, available online at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\_data/file/991859/beis-environment-policy.pdf

**Buyer’s Security Policy**

HMG Security Policy, 2018, available online at https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\_data/file/710816/HMG-Security-Policy-Framework-v1.1.doc.pdf

#### Supplier’s Authorised Representative

[redacted]

Calls Landing, 36-38 The Calls, Leeds, LS2 7EW

#### Supplier’s Contract Manager

[redacted]

Calls Landing, 36-38 The Calls, Leeds, LS2 7EW

#### Progress Report Frequency

Every Monday

#### Progress Meeting Frequency

#### Every Monday, presenting the Progress Report.

#### Key Staff

|  |  |  |
| --- | --- | --- |
| **Role** | **Name** | **Details** |
| Delivery Director | [redacted] | Project escalation point |
| Delivery Lead | Delivery leadership |
| Research |  |
| Tech Arch |  |
| Tech Lead |  |
| Developer |  |
| Designer |  |
| Business Analyst/ Product Manager |  |
| Content Designer |  |

The Supplier shall resource the roles identified as 'TBC' as soon as practicable.

#### Commercially Sensitive Information

See Joint Schedule 4 (Commercially Sensitive Information)

#### Material KPIs

Please see Schedule 14.

#### Additional Insurances

N/A

#### Guarantee

N/A

#### Social Value Commitment

N/A

#### 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: 1 November 2021

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

Signature: [redacted]

Name: [redacted]

Role: [redacted]

Date: [redacted]

### Appendix 1

The first Statement of Works is below 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).

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

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 Contact.

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: Call-Off Start Date**

**SOW Title: Private Beta Phase**

**SOW Reference: 1**

**Call-Off Contract Reference: 5307/09/2021**

**Buyer: The Department for Business, Energy and Industrial Strategy**

**Supplier: The Dextrous Web Limited**

**SOW Start Date: Call-Off Start Date**

**SOW End Date: 11th February 2022**

**Key Personnel (Buyer):**

**Key Personnel (Supplier):**

|  |  |
| --- | --- |
| **Role** | **Name** |
| Delivery Director | [redacted] |
| Delivery Lead |
| Research Lead |
| Tech Arch |
| Tech Lead |
| Developer |
| Designer |
| Business Analyst/ Product Manager |
| Content Designer |

The Supplier shall resource the roles identified as 'TBC' as soon as practicable

**Team Structure**

**Diagram

Description automatically generated**

1. **Call-Off Contract Specification – Deliverables Context**

**SOW Deliverables Background**: This SoW covers the private beta phase as set out above and in the Supplier Proposal (Call-Off Schedule 4)

**Delivery phase(s)**: Private Beta

**Overview of Requirement**:  
This SoW covers the private beta phase as set out above and in the Supplier Proposal (Call-Off Schedule 4).

1. **Buyer Requirements – SOW Deliverables**

|  |  |  |  |
| --- | --- | --- | --- |
| **Milestone name** | **Milestone description** | **Acceptance Criteria** | **Due date** |
| Team setup | Agreeing team shape, running checks, and agreeing onboarding dates | Team shape and onboarding dates agreed | 8th November 2021 |
| Delivery timeline | Agreeing timelines for key deliverables | Delivery timeline agreed | 8th November 2021 |
| Product road map | Refining the high level product road map based on the agreed MVP | High level product road map agreed and signed off | 8th  November 2021 |
| Build and test | Building MVP according to road map and validating with users as we go | Service MVP exists (as set out in the Summary Output Microsoft Powerpoint slide deck), user needs validated, and technical design documentation exists | 28th January 2022 |
| Onboard private beta users | Opening the service to private beta users | Users using the service in real applications | 31st December 2021 |
| Accessibility audit | Auditing service accessibility | Service audited for accessibility, meeting WCAG 2.1 - AA | 28th January 2022 |
| Penetration testing | Simulating a cyber attack on the service | Service penetration tested and all identified critical and high impact issues resolved | 28th January 2022 |
| Private beta end phase report | Creating a report to summarise the private beta phase | Private beta phase has been documented and summary report exists | 4th February 2022 |
| Private beta assessment | Undergoing GDS service assessment to be able to move into public beta | Service passed service assessment | 4th February 2022 |

Detailed Deliverables in addition to the above are to be agreed as part of the initial and weekly planning and sprint processes.

**Delivery Plan:** see Call-Off Schedule 4

**Dependencies:**

* Supplier required to propose roadmap to delivery for the Buyer to approve, or require tweaks to prior to approval.
* Other Dependencies are to be agreed and highlighted when they arise during sprint planning.

**Supplier Resource Plan:** Please see Section 4 (Charges) of this SOW

**Security Applicable to SOW:** Adherence to the National Cyber Security Centre (NCSC) guidelines, and successfully navigating the BEIS security governance process.

**SOW Standards:**

Compliance with Government Digital Service (GDS) standards is paramount (<https://www>.gov.uk/service-manual/service-standard)

**Performance Management:**

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

**Additional Requirements:**

See Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract.

Variation to this SOW may be mutually agreed and recorded unequivocally in writing.

**Key Supplier Staff:**

See Order Form

**SOW Reporting Requirements:**

See Call-Off Schedule 15 (Call Off Contract Management).

1. **Charges**

**Call Off Contract Charges:**

See the ‘private beta’ section of Call-Off Schedule 5 for further detail.

In accordance with the Contract Management approach, the Buyer and Supplier will plan, every week, what is in scope for the next week and the approximate resource usage required.

The Supplier shall then be entitled to charge for the Time and Materials incurred, in accordance with the Private Beta table in Call-Off Schedule 5 and subject at all times to the Total Price Cap in the bottom line of the table, on a monthly cycle, based on Buyer sign off of those agreed delivery requirements.

Changes to the plan, once finalised, may be agreed by mutual consent of both Parties.

**Reimbursable Expenses:**

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

1. **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: [redacted]

Date: 1 November 2021

Signature: [redacted]

**For and on behalf of the Buyer**

Name: [redacted]

Title: [redacted]

Date: 1 November 2021

Signature: [redacted]

### Annex 1 (Template Statement of Work)

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 Contact.

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:**

**SOW Title:**

**SOW Reference:**

**Call-Off Contract Reference:**

**Buyer:**

**Supplier:**

**SOW Start Date:**

**SOW End Date:**

**Duration of SOW:**

**Key Personnel (Buyer):**

**Key Personnel (Supplier):**

**Subcontractors:**

1. **Call-Off Contract Specification – Deliverables Context**

**SOW Deliverables Background**: [**Insert** details of which elements of the Deliverables this SOW will address]

**Delivery phase(s)**: [**Insert** item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live]

**Overview of Requirement**: [**Insert** details including Release Type(s), for example Ad hoc, Inception, Calibration or Delivery]

1. **Buyer Requirements – SOW Deliverables**

**Outcome Description:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Milestone Ref** | **Milestone Description** | **Acceptance Criteria** | **Due Date** |
| MS01 |  |  |  |
| MS02 |  |  |  |

**Delivery Plan:**

**Dependencies:**

**Supplier Resource Plan:**

**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:

[**Insert if necessary]** ]

**Cyber Essentials Scheme:**

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

**SOW Standards:**

[**Insert** any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)]

**Performance Management:**

[**Insert** details of Material KPIs that have a material impact on Contract performance]

|  |  |  |
| --- | --- | --- |
| **Material KPIs** | **Target** | **Measured by** |
|  |  |  |
|  |  |  |

[**Insert** Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard]

**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)** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

[**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** |
| 1. | [**insert**] | | |
| 1.1 | [insert] | [insert] | [insert] |

1. **Charges**

**Call Off Contract Charges:**

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

* [Capped Time and Materials]
* [Incremental Fixed Price]
* [Time and Materials]
* [Fixed Price]
* [2 or more of the above charging methods]

[**Buyer** to select as appropriate for this SOW]

The estimated maximum value of this SOW (irrespective of the selected charging method) is £[**Insert** **detail**].

**Rate Cards Applicable:**

[**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:**

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

[Reimbursable Expenses are capped at [£[**Insert**] [**OR** [**Insert**] percent ([**X**]%) of the Charges payable under this Statement of Work.]

[None]

[**Buyer** to delete as appropriate for this SOW]

1. **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 | **The Relevant Authority is Controller and the Supplier is Processor**  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:   * Names, email addresses and telephone numbers of employees of the Authority, and users such as regulators that require sign up to the system. |
| Duration of the Processing | The Call-Off Contract Term. |
| Nature and purposes of the Processing | For the delivery of the Services |
| Type of Personal Data | Names, email addresses, phone numbers |
| Categories of Data Subject | Supplier and Authority employees |
| Plan for return and destruction of the data once the Processing is complete  UNLESS requirement under Union or Member State law to preserve that type of data | The Supplier shall destroy Personal Data as part of preparations for the end of the Contract.  The data processor should provide the Authority with a complete and uncorrupted version of the Personal Data in electronic form (or such other format as reasonably required by the Authority) and erase from any computers, storage devices and storage media that are to be retained by the Contractor after the expiry of the Contract. The Contractor will certify to the Authority that it has completed such deletion. |