

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: Project_25986 ECM TBC

CALL-OFF TITLE: Shared Channels Experience (SCE) – Fraud, Error & Debt (FED) Strategic Resources Requirement

CALL-OFF CONTRACT DESCRIPTION: Provision of Augmented Resource including Technical Architects, Test Engineers, Software Developers and Solution Architects. To support activity in Shared Channels Experience (SCE) – Fraud, Error & Debt (FED).

THE BUYER: The Department of Work & Pensions

BUYER ADDRESS Caxton House, Tothill Street, London, SW1H 9NA

THE SUPPLIER: Capgemini UK plc

SUPPLIER ADDRESS: 1 Forge End, Woking, Surrey, GU21 6DB

REGISTRATION NUMBER: 00943935

DUNS NUMBER: 211980537

SID4GOV ID: 208865

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 2nd October 2023.

It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes 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, SOW 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(S):

Lot 2 – Digital Specialists

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) RM6263
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6263
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 **Not applicable**
 - Joint Schedule 7 **Not applicable**
 - Joint Schedule 8 **Not applicable**
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 **Not applicable**
 - Joint Schedule 13 (Cyber Essentials)
 - Call-Off Schedules for RM6263
 - Call-Off Schedule 1 (Transparency Reports)

- Call-Off Schedule 2 **Not applicable**
 - 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 Deliveries)
 - Call-Off Schedule 7 **Not applicable**
 - Call-Off Schedule 8 **Not applicable**
 - Call-Off Schedule 9 (Security) Part A Short Form
 - Call-Off Schedule 10 (Exit Management)
 - Call – Off Schedule 12 **Not applicable**
 - Call-Off Schedule 13 **Not applicable**
 - Call-Off Schedule 14A **Not applicable**
 - Call–Off Schedule 14B Service Levels and Balanced Scorecard-
 - Call-Off Schedule 15 (**Contract Management**)
 - Call-Off Schedule 16 **Not applicable**
 - Call –Off Schedule 17 **Not applicable**
 - Call-Off Schedule 18 **Not applicable**
 - Call-Off Schedule 19 **Not applicable**
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 21 **Not applicable**
 - Call-Off Schedule 23 **Not applicable**
 - Call-Off Schedule 25 **Not applicable**
 - Call-Off Schedule 26 **Not applicable**
5. CCS Core Terms (version 3.0.11)
 6. Joint Schedule 5 (Corporate Social Responsibility) RM6263
 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:

Call-Off Special Term 1 - Framework Special Term 1 – Clause 10.2.2 (Ending the Contract without a reason) is amended as follows: “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) 30 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.”

CALL-OFF START DATE:	2 nd October 2023
CALL-OFF EXPIRY DATE:	2 nd April 2025
CALL-OFF INITIAL PERIOD:	18 Months
CALL-OFF OPTIONAL EXTENSION PERIOD:	25% of the initial contract
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	30 Days
CALL-OFF CONTRACT VALUE:	Initial Contract term £4,137,187.20 Inclusive of VAT. £3,447,656 (excluding VAT). However, the Buyer reserves the right to invoke the optional 25% extension uplift of £1,034,296.80 inclusive of VAT, taking the Total Contract Value to £5,171,484 inclusive of VAT.
KEY SUB-CONTRACT PRICE:	N/A

CALL-OFF DELIVERABLES

The Parties intend to execute the following two (2) separate Statements of Work upon the Start Date:

- (a) SoW001 - DWP SCE Debt Management
- (b) SoW002 – DWP SCE CFEMS

which shall, upon their respective signatures, be incorporated into Annex 1 to this Call-Off Contract and include the associated Deliverables.

The Parties may execute further Statements of Work in accordance with “Statement of Works” below.

Below is an example set of roles that the Supplier may be requested to provide over the Term of the Call-Off Contract which is subject to agreement between the Parties in each Statement of Work:

[REDACTED]

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 set out in Framework Schedule 1 (Specification).

In reasonable advance of signing this Call-Off Contract and/or any Statement(s) of Work, the Buyer shall notify the Supplier of any specific legal or regulatory requirements that apply to the Buyer and may impact the Supplier's delivery of Services under this Call-Off Contract (or any Statement of Work, as applicable).

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

MAXIMUM LIABILITY

1. 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.

"Each Party's total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is **[REDACTED]** of the Estimated Yearly Charges."

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £2,281,923 Inclusive of VAT. Estimated Charges in the first 12 Months of the Contract £2,281,923 Inclusive of VAT.

2. Clause 11.6 of the Core Terms is amended to read as follows for the purposes of this Call-Off Contract: "In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the lower of Data Protection Liability Cap or **[REDACTED]** of the of the Estimated Yearly Charges."

CALL-OFF CHARGES

Summarise the Charging method(s) Buyer has selected below and which are incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy):

(1) Time and Materials (T&M);

See details in Call-Off Schedule 5 (Pricing Details and Expenses Policy) for further details.

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.

REIMBURSABLE EXPENSES

Any applicable expenses must be agreed as part of the individual Statement of Work (SOW) and will be in line with the DWP policy on expenses and any travel that incurs expenses will be pre-approved by DWP. If the resource requires hotel accommodation or travel in the execution of their DWP Assignment, DWP will this travel and accommodation in line with DWP Travel Policy.

DWP Expense Policy



DWP Supplier Travel
Policy - Jan 23.pdf

PAYMENT METHOD

The payment method for this Call-Off Contract is **BACS** made monthly in arrears.

BUYER'S INVOICE ADDRESS:

Invoices will be sent to:

[REDACTED]

A copy should also be emailed to [REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

The Contracting Authority is committed to a 100% reduction of greenhouse gas emissions and requires the successful Supplier under this procurement to demonstrate an organisational commitment to the 'Net Zero' target.

Further information can be found here:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1054373/Guidance-on-adopting-and-applying-PPN-06_21--Selection-Criteria-Jan22_1.pdf

BUYER'S SECURITY POLICY

Available online further information can be found here:

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

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

N/A

Worker Engagement Status inside IR35.

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4 (Commercially Sensitive Information).

(1) BALANCED SCORECARD

Please refer to Call-Off Schedule 14B Service Levels and Balanced Scorecard

(2) [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)

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:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]

Role:	[REDACTED]	Role:	[REDACTED]
Date:	02/10/2023	Date:	02/10/2023

ANNEX 1 Data Processing

Prior to the execution of this Call-Off Order Form, 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 Call-Off Order Form, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Call-Off Order Form only:

1. The contact details of the Buyer's Data Protection Officer: **[REDACTED]**
2. The contact details of the Supplier's Data Protection Officer: **[REDACTED]**
3. The Processor for this Call-Off Order Form shall be the Supplier.
4. The Controller for this Call-Off Order Form shall be the Buyer.
5. As Processor, the Supplier shall comply with any further written instructions with respect to Processing by the Controller.
6. Any such further instructions shall be incorporated into this Call-Off Order Form in accordance with the Variation procedure.

Description	Details
Identity of Controller for each Category of Personal Data	<p>1. The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p>a. business contact details of Supplier Staff for which the Supplier is the Controller; and</p> <p>b. business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the Buyer is the Controller.</p> <p>2. Buyer shall be a Controller for the purposes of Data Protection Legislation in respect of:</p> <p>a. opinions and responses provided (including any special category personal data that may be collected) during any research activity by:</p> <p>i. directors, officers, employees, agents, consultants and contractors of Buyer; and</p> <p>ii. members of the public.</p>
Duration of the Processing	From the duration of the Call-Off Order Form.

Nature and purposes of the Processing	<p>Supplier Processing</p> <p>The Supplier will Process Personal Data as set out broadly in this Call-Off Order Form. The parties agree that:</p> <ol style="list-style-type: none"> 1. The Supplier will follow the Buyer's direction and guidelines on staff security clearance and processes for access to Buyer systems, including role-based access controls and security standards. Where the Supplier is required to grant user access, this will be undertaken at the Buyer's direction. 2. Any access for the Supplier to Buyer systems will be limited to Buyer provisioned laptops and approved USB devices. 3. Any requirement to share data externally, such as with third parties for diagnostic purposes, is not to be undertaken by the Supplier and will remain the responsibility of the Buyer.
Type of Personal Data	<ol style="list-style-type: none"> 1. Contact information (e.g. business e-mail address, telephone number etc.). 2. Personal life information (e.g. life habits, family situation). 3. Employment information (e.g. position, experience or employment history). 4. Identification information (e.g. name, gender, image in communication systems). <p>By prior written agreement between the parties:</p> <ol style="list-style-type: none"> 5. Data concerning health. 6. Data revealing racial or ethnic origin.
Categories of Data Subject	<ol style="list-style-type: none"> 1. Any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the Buyer is the Controller 2. Supplier Staff engaged in the performance of the Supplier's duties under the Call-Off Order Form for which the Supplier is the Controller. <p>By prior written agreement between the parties:</p> <ol style="list-style-type: none"> 3. Members of the general public
<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>	Delete or return as directed by the Buyer.

Annex 1 (Template Statement of Work)

1. STATEMENT OF WORK ("SOW") DETAILS	
<p>Upon execution, this SOW forms part of the Call-Off Contract (reference below).</p> <p>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.</p> <p>All SOWs must fall within the Specification and provisions of the Call-Off Contract.</p> <p>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.</p>	
Date of SOW:	
SOW Title:	
SOW Reference:	
Call-Off Contract Reference:	
Buyer:	
Supplier:	
SOW Start Date:	
SOW End Date:	
Duration of SOW:	
Service Period	Means each Month from the SOW Date.
Key Personnel (Buyer)	
Key Personnel (Supplier)	
Subcontractors	

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT	
SOW Deliverables Background	<i>[Insert details of which elements of the Deliverables this SOW will address].</i>
Delivery phase(s)	<i>[Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live].</i>
Overview of Requirement	<i>[Insert details including Release Types(s), for example, Adhoc, Inception, Calibration or Delivery].</i>
Accountability Models	<p><i>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</i></p> <p><i>Sole Responsibility:</i> <input type="checkbox"/></p> <p><i>Self Directed Team:</i> <input type="checkbox"/></p> <p><i>Rainbow Team:</i> <input type="checkbox"/></p>

3. 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:	<p>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).</p> <p>If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed in this SOW: [Insert if applicable]</p>		
Cyber Security Standards	The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with Joint Schedule 13 (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

	[Indicate: whether there is any requirement to issue a Status Determination Statement]														
Worker Engagement Status	[Yes / No] [Insert details]														
[SOW Reporting Requirements:]	<p>Further to the Supplier providing the management information detailed in 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:</p> <table border="1"> <thead> <tr> <th>Ref.</th><th>Type of Information</th><th>Which Service does this apply to?</th><th>Required regularity of Submission</th></tr> </thead> <tbody> <tr> <td>1.</td><td colspan="3">[Insert]</td></tr> <tr> <td>1.1</td><td>[Insert]</td><td>[Insert]</td><td>[Insert]</td></tr> </tbody> </table>			Ref.	Type of Information	Which Service does this apply to?	Required regularity of Submission	1.	[Insert]			1.1	[Insert]	[Insert]	[Insert]
Ref.	Type of Information	Which Service does this apply to?	Required regularity of Submission												
1.	[Insert]														
1.1	[Insert]	[Insert]	[Insert]												
4. CHARGES															
Call Off Contract Charges	<p>The applicable charging method(s) for this SOW is:</p> <ul style="list-style-type: none"> • [Capped Time and Materials] • [Incremental Fixed Price] • [Time and Materials] • [Fixed Price] • [2 or more of the above charging methods] <p>[Buyer to select as appropriate for this SOW]</p> <p>The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p>														
Rate Cards Applicable	[Insert] SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5B (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]														
Financial Model	[Supplier to insert its financial model applicable to this SOW]														
Reimbursable Expenses	<p>[See Expenses Policy in Annex 1 to Call-Off Schedule 5B (Pricing Details and Expenses Policy)]</p> <p>[Reimbursable Expenses are capped at £[Insert] [OR [Insert] percent ([X]%) of the Charges payable under this Statement of Work.]</p> <p>[None]</p> <p>[Buyer to delete as appropriate for this SOW]</p>														

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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 and title	
	Date	
	Signature	
For and on behalf of the Buyer	Name and 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:

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller, and the Supplier is Processor</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">• Citizen details - name, address, NI number etc.• Ability to update personal information• Citizen contact history• Past payment information• Future payment information• Access to Proof of benefit (to enable download)• Citizen evidence upload• Online notifications <p>The Parties are Independent Controllers of Personal Data</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">• Business contact details of Supplier Personnel for which the Supplier is the Controller,• 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, the scope of other Personal Data provided by one Party 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]
Duration of the Processing	The duration of this Call-Off Contract & SOW
Nature and purposes of the Processing	<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	<ul style="list-style-type: none"> • Citizen details - name, address, NI number etc. • Ability to update personal information • Citizen contact history • Past payment information • Future payment information • Access to Proof of benefit (to enable download) • Citizen evidence upload • Online notifications
Categories of Data Subject	Customers/ clients, suppliers, members of the public, users of a particular website etc.
<i>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</i>	Data will be accessed for the term of the contract. No data is transferred to supplier as part of this service.

