Order Form Template and Call-Off Schedules

Order Form

CALL-OFF REFERENCE:	ECM_11045
CALL-OFF TITLE:	Retirement, Bereavement and Care and Appeals and Supporting Capabilities. DSP Procurement for User Centered Design and Delivery Management Resources
CALL-OFF CONTRACT DESCRIPTION:	This is a 24-month Contract that provides Resources in support of its Retirement Bereavement & Care (RBC) Project. At a high- level RBC requires a supplier to deliver specific User Centered Design and Delivery Management digital outcomes to meet citizens' Plan Your Retirement Service; Get Your State Pension Service; Manage Your Pension Credit; Seasonal Payments; Carers Allowance; Attendance Allowance; Support for Bereavement; Support for Common Capabilities (in support of DWP Strategic Reference Architecture); Maintaining Operational Small Systems (MOSS)
THE BUYER:	Department for Work and Pensions.
BUYER ADDRESS	Caxton House, Tothill Street London Greater London SW1H 9NA England
THE SUPPLIER:	Accenture (UK) Limited
SUPPLIER ADDRESS:	30 Fenchurch Street, London, EC3M 3BD
REGISTRATION NUMBER:	4757301
DUNS NUMBER:	73-493-9007
SID4GOV ID:	Not applicable
Framework Ref: RM6263 Project Version: v1.0 Model Version: v3.7	

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APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1st of April 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 Specialist.

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 5 (Corporate Social Responsibility)
 - Joint Schedule 6 (Key Subcontractors) Not Applicable
 - Joint Schedule 7 (Financial Difficulties) Not Applicable
 - Joint Schedule 8 (Guarantee) Not Applicable
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)

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- Joint Schedule 12 (Supply Chain Visibility) Not Applicable
- Joint Schedule 13 (Cyber Essentials)
- Call-Off Schedules for CCBS22A01:
 - Call-Off Schedule 1 (Transparency Reports)
 - 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 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security) Part A: Short Form Security Requirements
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 15 (Call-Off Contract Management) Not Applicable
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
- 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 START DATE:	1 April 2023.
CALL-OFF EXPIRY DATE:	31 March 2025.
CALL-OFF INITIAL PERIOD:	24 Months.
CALL-OFF OPTIONAL EXTENSION PERIOD:	6 Months.
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	3 Months.
CALL-OFF CONTRACT VALUE:	Initial Contract term maximum $\pounds4,900,000$ Inclusive of VAT. A maximum $\pounds2,450,000.00$ for FY 23/24 A maximum $\pounds2,450,000.00$ for FY 24/25
Framework Ref: RM6263	

Optional 25% Extension subject to need and further approvals.

KEY SUB-CONTRACT PRICE: Not Applicable

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract: None.

CALL-OFF DELIVERABLES

The Supplier shall provide resources to work in a Rainbow Team, on a Time and Materials basis, under the direction of the Buyer, for the period of time specified in the Statement(s) of Work.

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). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract as per the Attachment 3 – Statement of Requirements section 18:

DWP procurement: security policies and standards - GOV.UK (www.gov.uk)

Acceptable Use Policy. Information Security Policy. Physical Security Policy. Information Management Policy. Email Policy. Remote Working Policy. Social Media Policy. Security Classification Policy. HMG Personnel Security Controls – May 2018.

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.

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MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms, as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£2,450,000.00 Inclusive of VAT.**

CALL-OFF CHARGES

The Buyer will use Time and Materials (T&M) as the charging method under this Statement of Work.

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

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

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

See details in Annex 2 of Attachment 3 – Statement of Requirements. For ease of reference, the appropriate content is set out below:

The Supplier Staff are expected to travel to and from the Authority specified hub site at no additional cost to the Authority. However, where the Authority requires Supplier Staff to travel to another location, costs of travel will be payable by the Authority.

Any trips must be approved in advance by the Authority; failure to do so will result in the Authority rejecting any costs invoiced.

Supplier Staff are be expected to book travel independently of the Authority at the most cost-effective rate and in accordance with the Authority's own internal travel policy:



All expenses must be pre-approved by REDACTED TEXT under FOIA Section 40 before incurred.

PAYMENT METHOD

See details in Attachment 3 – Statement of Requirements section 19. For ease of reference, the appropriate content is set out below:

A PO number will be provided to the Supplier upon signature of this Call Off Contract, when the record is set up in the Authority's Single Operating Platform (SOP).

For any supply of Resource, the Supplier shall be required to provide time sheets to the Authority to allow Authority named individual to allow Authority sign-off and support reconciliation to the invoice charges.

Invoices should be submitted monthly in arrears to: REDACTED TEXT under FOIA Section 40

The applicable charging method is Time and Materials

A copy invoice should also be emailed to the Authority named individual **REDACTED TEXT under FOIA Section 40** and to the **REDACTED TEXT under FOIA Section 40**Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs, a valid PO reference.

BUYER'S INVOICE ADDRESS:

Invoices should be submitted monthly in arrears to: REDACTED TEXT under FOIA Section 40 If required Paper invoices should be sent to: REDACTED TEXT under FOIA Section 40

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40

BUYER'S ENVIRONMENTAL POLICY

See details in Attachment 3 – Statement of Requirements section 12. For ease of reference, the appropriate content is set out below:

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/attachme nt_data/file/1054373/Guidance-on-adopting-and-applying-PPN-06_21-_-Selection-Criteria-Jan22__1_.pdf

BUYER'S SECURITY POLICY

See details in Attachment 3 – Statement of Requirements section 18.

Buyer's Security Policy is as set out in each Statement of Work.

It is noted that the Services to be performed by the Supplier are resource augmentation within a rainbow team, working at the direction of the Buyer. The Supplier Staff will use Buyer supplied equipment eg: laptop and will use Buyer supplied environments and repositories. Therefore, the Buyer acknowledges that the requirements for the Supplier to provide, or update, a Security Management Plan as detailed in Call-Off Schedule 9 (Security) are not required for this Call-off Contract. Any change to this arrangement will be subject to a change to this Call-Off Contract in accordance with the Variation process.

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40

SUPPLIER'S CONTRACT MANAGER

REDACTED TEXT under FOIA Section 40

PROGRESS REPORT FREQUENCY

This report will take the form of a call, to be agreed at a frequency as agreed by the Parties.

PROGRESS MEETING FREQUENCY

This frequency of this meeting will be agreed by the Parties.

KEY STAFF

Framework Ref: RM6263 Project Version: v1.0 Model Version: v3.7

The Supplier:

REDACTED TEXT under FOIA Section 40

The Buyer:

REDACTED TEXT under FOIA Section 40

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

Please refer to Joint Schedule 4 - Commercially Sensitive Information

MATERIAL KPIs

The following Material KPIs shall apply to this Call-Off Contract in accordance the measurement tables in this Section.

KPI	Service Area	KPI Description	Target
1	Skills	CVs provided for	93.3%
		Supplier staff	
		demonstrate the	
		necessary	
		knowledge, skills,	
		experience &	
		qualifications for	
		the resource to	
		deliver to the	
		required DDaT	
		Role and SFIA	
		level.	
2	CV Lead Time	Where buyer	93.3%
		requests CV's	
		from the Supplier,	
		the Supplier shall	
		supply CV's within	
		10 working days.	
3	Interview	Within 2 Working	90%
	Availability Lead	Days of the Buyer	
	Time	confirming which	
		CV's are of	
		interest, the	
		Supplier shall	
		confirm the	
		interview	

availability dates of the potential	
candidate within 2	
Working Days.	

DSP RBC UDC KPI 1		
Skills		
KPI DESCRIPTION	CVs provided for Supplier staff demonstrate the necessary knowledge, skills, experience & qualifications for the resource to deliver to the required DDaT Role and SFIA level.	

KPI MEASURE	Each CV provided shall meet the requirements as per the KPI Description. This KPI shall be deemed to be met unless the Buyer notifies the Supplier in writing that the CV provided does not meet the requirements in the KPI Description.
	KPI Calculation Method: B/A x 100
	A is the Number of CVs provided
	B is the Number of CV deemed accepted as per the KPI description
	If it is agreed between parties that if the skill requested is specialised or rare, this KPI shall not apply and the provision of the CV shall not be taken into account in the KPI calculation.
	Minimum Volumes
	If there are less than 15 CVs sent per month, the KPI shall be rolled into the following month until the Minimum Volume is met. At that time, the KPI shall be reported on using the Measurement Criteria in this Section.
REPORTING PERIOD	Monthly when the Minimum Volume is met
EXPECTED KPI	93.3% to be achieved for every 15 CVs sent

DSP RBC UCD KPI 2		
CV LEAD TIME		
KPI DESCRIPTION	Where buyer requests CV's from the Supplier, the Supplier shall supply CV's within 10 working days.	

KPI MEASURE (TO BE DRAFTED) THIS IS A STYLE KPI	KPI Calculation Method: (A+B) = C, then (A/C) x100 A is Number of CVs provided within 10 Working Days B is the Number of CVs provided after 10 Working Days C is the Total Number of CVs provided
	If it is agreed between parties that if the skill requested is specialised or rare, this KPI shall not apply and the provision of the CV shall not be taken into account in the KPI calculation.
	Minimum Volumes
	If there are less than 15 CV Requests within the month, the KPI shall be or rolled into the following month until the Minimum Volume is met. At that time, the KPI shall be reported on using the Measurement Criteria in this Section.
REPORTING PERIOD	Monthly or when the Minimum Volume is met
EXPECTED KPI	93.3% to be achieved for every 15 CVs sent

DSP RBC UCD KPI 3		
INTERVIEW AVAILABILITY LEAD TIME		
KPI DESCRIPTION	Within 2 Working Days of the Buyer confirming which CV's are of interest, the Supplier shall confirm the interview availability dates of the potential candidate within 2 Working Days.	

KPI MEASURE (TO BE DRAFTED) THIS IS A STYLE KPI	 KPI Calculation Method: (A+B) = C, then (A/C) x100 A is Availability per candidate confirmed within 2 Working Days B is Availability per candidate confirmed after 2 Working Days C is the total of A and B Minimum Volumes If there are less than 10 Interview Requests within the month, the KPI shall be rolled into the following month until the Minimum
	Volume is met. At that time, the KPI shall be reported on using the Measurement Criteria in this Section.
REPORTING PERIOD	Monthly or when the Minimum Volume is met
EXPECTED KPI	90%

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)

The Supplier will at the Buyer's request: -

1.Demonstrate action to support the health and wellbeing, including physical and mental health, in the Supplier Staff.

2. Demonstrate action to identify and manage the risks of modern slavery in the delivery of the Call-off Contract.

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 benait of the Supplier: For and on benait of the Buyer:		For and on behalf of the Supplier:	For and on behalf of the Buyer:
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Signature:	Signature:	
	eignatare.	
Name:	Name:	
Role:	Role:	
Date:	Date:	

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

Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.

This Annex 1 contains two Statements of Work:

SOW 1 – UCD - Retirement, Bereavement & Care and Appeals & Supporting Capabilities Service Lines - Retirement Resources

SOW 2 - UCD SOW2 – UCD - Retirement, Bereavement & Care and Appeals & Supporting Capabilities Service Lines - Bereavement and Care resources

SOW 1 – UCD - Retirement, Bereavement & Care and Appeals & Supporting Capabilities Service Lines - Retirement Resources

1. STATEMENT OF WORK ("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.

1 April 2023
UCD SOW1 – UCD - Retirement, Bereavement & Care and Appeals & Supporting Capabilities Service Lines - Retirement Resources
UCD_001 v3 (conformed by Variation 2)
ECM_11045
Department for Work and Pensions
Accenture (UK) Limited
1 April 2023
31 March 2024
12 Months
REDACTED TEXT under FOIA Section 40
REDACTED TEXT under FOIA Section 40

Subcontractors	N/A

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT			
	At a high-level CRCF requires a supplier to deliver specific digital outcomes to meet citizens' Plan Your Retirement Service; Get Your State Pension Service; Manage Your Pension Credit; Seasonal Payments; Carers Allowance; Attendance Allowance; Support for Bereavement; Support for Common Capabilities (in support of DWP Strategic Reference Architecture); Maintaining Operational Small Systems (MOSS) –		
	This specific SOW relates to Retirement Services and during the SOW duration delivery will be focused on the following outcomes which will be delivered under 2 programmes, Service Modernisation and Digital Delivery.		
SOW Deliverables Background	 Service Modernisation: Retirement Service – Introduction of Optimisation Channels Get Your State Pension Service - 90% of online new claims remain and maintained in GYSP. All new claims remain and maintained in GYSP digital service. Introduction of online change of circumstances within the service. Migration of caseload from legacy systems to digital service Manage you Pension Credit – Nil Award Processing Efficiencies, start to pay & retain online claims in service, introduction of full automation for online claims, Introduce online change of circumstances Support for data migration from Legacy system to digital service 		
	 Digital Delivery: Plan Your Retirement Service: Accessibility compliance and technical debt. Pension Dashboard data-feed technical debt (security). Introduction of Optimisation of channels Seasonal Payments: maximise automation within the service leading to the decommissioning of the Winter Fuel Computer System. Introduce a Cold Weather Payment Service. Support "scaling" of the Christmas Bonus Service. Support and further "Cost of Living Payments 		
Delivery phase(s)	This SOW covers multiple projects that are at different phases withing the GDS lifecycle		
Overview of Requirement	The requirement is for Supplier Staff to join a rainbow team to work alongside Buyer resources working at the direction of the Buyer. See section 3 for details of resources required.		

	Supplier resources are required to align with the DWP Hybrid Working model (whereby 40% of time is in office and 60% remote) at the stated location of Newcastle
Accountability Models	
	Please fill the Accountability Model(s) that shall be used under this Statement of Work:
	Sole Responsibility:
	Self Directed Team:
	Rainbow Team:

3. BUYER REQUIREMENTS – SOW DELIVERABLES								
	Plea	Please refer to Attachment 3 Statement of Requirements.						
	Time time The View Park The	The Supplier shall provide Supplier Staff to work in a Rainbow Team, on a Time and Materials basis, under the direction of the Buyer, for the period of ime specified in this Statement of Work. The Services will be performed at the Buyers premises in Benton Park /iew, Newcastle or remotely. Travel to other locations outside of Benton Park will be subject to agreement between the Parties, with expenses. The table below shows the Supplier's resources profile as at the Effective Date of this Statement of Work.						
Outcome		Name	Role	Location	Unit of Measurement	Estimated Days	Day Rate(£)	Total Price(£)
Description	1.1	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40
	1.2	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40
	1.3	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40
	1.4	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40
	1.5	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40
	1.6	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40
	1.7	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40

REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED TEXT under 1.8 FOIA Section 40 FOIA Section 40 FOIA Section FOIA Section FOIA Section 40 FOIA Section FOIA Section 40 40 REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED TEXT under 1.9 FOIA Section 40 FOIA Section FOIA Section FOIA Section 40 FOIA Section 40 FOIA Section FOIA Section 40 40 40 40 REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED TEXT under 1.10 FOIA Section 40 FOIA Section FOIA Section 40 FOIA Section FOIA Section FOIA Section FOIA Section 40 40 40 40 REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED TEXT under 1.11 FOIA Section 40 FOIA Section FOIA Section FOIA Section 40 FOIA Section FOIA Section FOIA Section 40 40 40 40 40 1,977,930.94 It is agreed between parties that no individual resource will be swapped or exchanged for another, without prior discussion and agreement, The Buyer shall ensure the Supplier is given a minimum of 10 Working Days' notice prior to requesting the roll off of any resources. This requirement is not valid during the final 10 Working Days of this Statement of Work Should any changes be required, this shall be discussed and agreed between the Parties. Parties shall use the Variation Procedure to enact changes to this Statement of Work, as set out in Clause 24 of the Core Terms and Joint Schedule 2. The Buyer shall, at their cost, make available to the Supplier Staff any office access and suitable desk facilities; any hardware, software (including open source software); tools; access to Buyer environments and repositories and any other items or access required to enable the Supplier Staff to perform the resource augmentation Services. **Delivery Plan** Delivery plans and resource requests are developed at project level. DWP will work with supplier to manage any changes to the requests under this SOW effectively and quickly DWP to provide supplier staff with DWP kit and access to appropriate Dependencies environments, technologies and tooling Supplier As per the table in the Outcome Description section of this Statement of Resource Work Plan Security The Supplier confirms that all Supplier Staff working on Buyer Sites and on Applicable to Buyer Systems and Deliverables will be BPSS checked in accordance with SOW: Framework Schedule 1 (Specification). It is agreed that the Day 1 resources listed in section 3 do not require additional clearance beyond BPSS The Supplier agrees to the additional Buyer standard clauses in respect of Security Requirements listed below. **Risk Management:** 1.

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2021

	a. Any failure by the Supplier to comply with any security requirements of this Statement of Work, shall constitute a material Default entitling the Contracting Authority to exercise its rights under clause 10.4.1 of the Core Terms.		
	2. Security Policies and Standards		
	 a. Notwithstanding the foregoing, the Buyer's security requirements applicable to the SOW Deliverables may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the SOW Deliverables. Where any such change constitutes a Variation, any necessary Variation shall be agreed by the Parties in accordance with clause 24 of the Core Terms. b. The Supplier shall and shall procure that any Subcontractor (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards. 		
	3. Security Policies and Standards		
	a. The Buyer's security policies are published on:		
	DWP procurement: security policies and standards - GOV.UK		
	(www.gov.uk) b. The Supplier will be required to comply with:		
	Acceptable Use Policy		
	Information Security Policy		
	Physical Security Policy		
	Information Management Policy		
	Email Policy		
	Remote Working Policy		
	Social Media Policy		
	Security Classification Policy		
	HMG Personnel Security Controls – May 2018		
	(published on <u>HMG personnel security controls - GOV.UK</u>		
	(www.gov.uk)		
	See details in Attachment 3 – Statement of Requirements section 18		
Cyber	The Buyer requires the Supplier to have and maintain a Cyber Essentials		
Essentials Scheme	Plus Certificate for the work undertaken under this SOW, in accordance		
Scheme	with Joint Schedule 13 (Cyber Essentials Scheme).		
SOW	SOWs to be delivered in line with the KPIs in the Call Off Contract -for		
Standards	example resources assigned as being a particular role and SFIA level will		
	have the required skills and experience as defined in the DDAT framework		
	and SFIA descriptors for that role and level. This will be evidenced via CVs		
	and meet and greets with prospective resources.		

Performance Management Additional Requirements	Supplier will not excessively rotate resources assigned under this contract and will consult the buyer in respect of planned rotation – recognising that greater value is derived from continuity Not Applicable. – Resources contained in this SOW will be managed on a daily basis via DWP Line Managers. Any issues that may arise concerning the resources will be made aware to the Supplier key personnel. 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			
Key Supplier	shall comply with the re	evised Annex 1 atta	ched to this Statement of	
Staff	REDACTED TEXT under FOIA Section 40	REDACTED TEXT	Contract Details REDACTED TEXT under FOIA Section 40	
Worker Engagement Status	All resources have been confirmed as being on Accenture payroll working in this contract and SOW. The provisions set out in Annex 2 below shall apply to this SOW. All resources are confirmed by the supplier to be on Accenture payroll In addition the Supplier shall provide the information set out below to the Buyer and shallcomply with the obligations set out below, so that the Buyer can comply with its obligations with regards to the off-payroll working regime. Key Supplier Staff shall mean those individuals identified as Key Supplier Staff in this Statement of Work." 1.1 Key Supplier Staff Name(s) 1.2 Start and End date of the Engagement 1.3 The contracted Day Rate of the Key Supplier Staff 1.4 Worker Engagement Status, i.e. are Key Supplier Staff on payroll and are deductions of PAYE and National Insurance made at source? Yes/No 1.5 If "yes", fee payer details for each of the Key Supplier Staff (e.g. Supplier PAYE, Agent PAYE, Umbrella Company)			
[SOW Reporting Requirements:]	A monthly meeting will I Representative, as desi KPI's.	• •	oplier's Authorised Off Contract, to discuss th	e

4. CHARGES	
Call Off Contract Charges	The applicable charging method(s) for this SOW is: Time and Materials The estimated maximum value of this SOW (irrespective of the selected charging method) is £1,977,930.94 (net of VAT) The Supplier shall be entitled to charge Expenses for return travel to any of the Buyer's Locations with the exception of the Buyer's Location at Benton Park View, Newcastle as this will be classed as the base location
	for this SOW, in accordance with the Buyer's Expenses Policy. Written preauthorisation must be sought from the REDACTED TEXT under FOIA Section 40 before any expenses are incurred. INVOICING: The Supplier will invoice the Buyer on a monthly basis in arrears. The Supplier to provide the Buyer with a timesheet report of the days worked in the preceding month broken down for each member of Supplier Staff. Such time sheet to be issued no later than working day 5 of the following month. The Buyer shall review and approve the time sheet, or raise any queries with the Supplier, no later than working day 10. The Supplier shall raise each invoice in accordance with Clause 4 of the Core Terms,
	Electronic Invoices (attached to E-Mails) should be sent to: REDACTED TEXT under FOIA Section 40 Paper invoices should be sent to; REDACTED TEXT under FOIA Section 40 A copy should also be emailed to REDACTED TEXT under FOIA Section 40
Rate Cards Applicable	The rate Card related to this contract and SOW is embedded below; REDACTED TEXT under FOIA Section 40
Financial Model	Not Applicable

Reimbursable Expenses	Please refer to DWP Expense Policy as embedded in the Order Form
	See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)
	All expenses must gain preauthorisation before incurred from the REDACTED TEXT under FOIA Section 40

5. SIGNATURES AND APPROVALS

Agreement of this SOW BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the

Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

For and on behalf of the Supplier	Name	
	Title	
	Date	
	Signature	
For and on behalf of the Buyer	Name	
	Title	
	Date	
	Signature	

UCD SOW 1: 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	The Relevant Authority is Controller and the Supplier is Processor The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 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:
	 For all and any personal data accessed during the posting, the Relevant Authority is the Controller. This may include but is not limited to: Personal Identifiable data for customers
	Special category information for customers
	Special category information for agents
	The Supplier is Controller and the Relevant Authority is Processor
	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 3 to paragraph 16 of the following Personal Data:
	• N/A
	The Parties are Joint Controllers
	The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:
	• N/A
	The Parties are Independent Controllers of Personal Data
	The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:
	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 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	The duration of the Call-Off Contract.
Processing	
Nature and	The nature of the Processing means any operation such as
purposes of the Processing	collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by
FIDCESSING	transmission, dissemination or otherwise making available,
	alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.
	The purpose might include: employment processing, statutory obligation, recruitment assessment etc]
Type of Personal	Citizen details - name, address, NI number etc.
Data	Citizen contact historyPast payment information
	 Past payment information Future payment information
	Access to Proof of benefit (to enable download)
	Citizen evidence upload
	Online notifications
Categories of Data	Customers/ clients, suppliers, members of the public, users of a
Subject	particular website etc.

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	Data will be accessed for the term of the contract. No data is transferred to supplier as part of this service.
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UCD SOW 1: ANNEX 2: Worker Engagement Status

1. Off-Payroll Working Rules

1.	In this paragraph, the following expressions mean:

Contractor	means any individual delivering, or forming part of, the SOW Deliverables (or any part of them)
Intermediary	means any "intermediary" (as defined in section 61M ITEPA) in respect of which any of Conditions A – C within section 61N ITEPA are met
ITEPA	Income Tax (Earnings and Pensions) Act 2003
Off-Payroll Working Rules	means the provisions of Chapter 10 of Part 2 ITEPA relating to the engagement of workers through intermediaries and the provisions of Social Security Contributions (Intermediaries) Regulations 2000/727 (or, in each case, any other provisions under any law having like effect)

Status Determination	means a status determination pursuant to, and for the purposes of, the Off-Payroll Working Rules
SOW Deliverables	means any Deliverables to be provided under the relevant Statement of Work
Tax	means income tax, employee national insurance contributions and employer national insurance contributions (in each case whether or not required to be accounted for under the PAYE rules of the United Kingdom) and any equivalent tax, contribution or similar obligations elsewhere, together, in each case, with all related penalties and interest

2. Subject to paragraph 1.3 below, the Supplier warrants and undertakes to the Buyer in respect of any Contractor based in the UK that (i) each Contractor will be directly engaged exclusively as an employee of the Supplier or an Affiliate of the Supplier for the purposes of and when delivering any SOW Deliverables (with all required Tax being withheld, deducted and/or accounted for in respect of any payments or other benefits provided to that Contractor), or (ii) where a Contractor is not engaged as an employee of the Supplier or a Affiliate of the Supplier, including but not limited to cases where Supplier uses a third party agency to procure Contractors, they will be engaged as a worker and subject to PAYE for the purposes of and when delivering any SOW Deliverables (with all required Tax being withheld, deducted and/or accounted for in respect of any payments or other benefits provided to that Contractor); and – in both cases (ii) that it is not, nor will at any time be, an Intermediary of any Contractor.

3. The Supplier warrants and undertakes to the Buyer that no Contractor will deliver their services through an Intermediary of that Contractor without the Supplier having first obtained the written consent of the Buyer to such Contractor doing so (such consent being at the absolute discretion of the Buyer).

4. Promptly upon request from the Buyer, the Supplier shall provide (or procure provision) to the Buyer of all such evidence, information and assistance as the Buyer reasonably requires in order to confirm that the warranties and undertakings given by the Supplier in paragraphs 1.2 and 1.3 are, and remain, true, accurate and correct in all respects.

5. The Buyer shall be entitled to make any deductions in respect of Tax, from any payments to the Supplier, which it reasonably considers are required to be made as a result of, or connection with, the application of the Off-Payroll Working Rules.

6. In respect of each Contractor or the SOW Deliverables (or any part of them), promptly upon request from the Buyer, the Supplier shall provide (or procure provision) to the Buyer of all such information and assistance as the Buyer reasonably requires in connection with the Off-Payroll Working Rules (including, but not limited to, such information or assistance as the Buyer reasonably requires in order to assess whether or not the Off-Payroll Working Rules apply to the SOW Deliverables (or any part of them) and/or to any arrangements involving the performance of any services by any Contractor, to carry out any Status Determination or to comply with any other requirement or obligation it may have a result of or in connection with the application of the Off-Payroll Working Rules).

7. In circumstances where the Supplier, any Contractor or any other person involved (directly or indirectly) in the supply of the SOW Deliverables (or any part of them) wishes to make any representations (or any further representations) to the Buyer that any Status Determination carried out by the Buyer is incorrect, the Supplier shall procure that any such representations are sent to the Buyer.

8. The Supplier warrants and undertakes to the Buyer that it shall:

9. immediately inform the Buyer if, at any time, it becomes aware of any new or additional fact, matter or circumstance, or any change in any fact, matter or circumstance, in each case, from which it appears that (a) the Off-Payroll Working Rules could apply or (b) any change may need to be made to any Status Determination previously carried out, in each case, in relation to the supply of the SOW Deliverables (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor, and the Supplier shall also procure that each Contractor will do the same; and

10. in circumstances where the Buyer has, in relation to any Contractor, determined that the condition in section 61M(1)(d) ITEPA is not met, manage the delivery of the SOW Deliverables (and any part of them), mange any arrangements involving the

performance of any services by that Contractor, and do or not do (as the case may be) all such things as are necessary, in each case, to ensure that the condition in section 61M(1)(d) ITEPA is not met and remains not met, in relation that Contractor.

11. The Supplier warrants and undertakes to the Buyer that it shall, at all times, comply with any and all requirements or obligations it may have as a result of or in connection with the application of the Off-Payroll Working Rules to the provision of the SOW Deliverables (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor, including, but not limited, to any obligation to make any deductions for Tax, and shall procure the compliance of all other parties involved (directly or indirectly) in the supply of the SOW Deliverables (or any part of them).

12. The Supplier shall indemnify the Buyer, on demand and on an after-Tax basis, against:

13. any and all proceedings, claims or demands by any third party (including, but without limitation, HM Revenue & Customs and any successor, equivalent or related body);

14. any and all Tax and any other liabilities, losses, deductions, contributions or assessments; and

15. any and all reasonable costs or expenses and any penalties, fines or interest incurred or payable,

in each case, which arise as a result of, in consequence of, or otherwise in connection with, (i) the Supplier, at any time, being in breach of any of the warranties or undertakings given in paragraphs 1.2, 1.3, 1.8 and/or 1.9 and/or (ii) the application of the Off-Payroll Working Rules to the provision of the SOW Deliverables (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor.

16. The provisions of clauses 26.2 - 26.6 of the Core Terms shall not apply to any claim under paragraph 1.10.

<u>SOW 2 - UCD SOW2 – UCD - Retirement, Bereavement & Care and Appeals & Supporting</u> <u>Capabilities Service Lines - Bereavement and Care resources</u>

1. STATEMENT OF WORK ("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:

1 April 2023

SOW Title:	UCD SOW2 – UCD - Retirement, Bereavement & Care and Appeals & Supporting Capabilities Service Lines - Bereavement and Care resources
SOW Reference:	UCD_SOW002 (as amended by Variation 3)
Call-Off Contract Reference:	ECM_11045
Buyer:	Department for Work and Pensions
Supplier:	Accenture (UK) Limited
SOW Start Date:	1 April 2023
SOW End Date:	31 March 2024
Duration of SOW:	12 Months
Key Personnel (Buyer)	REDACTED TEXT under FOIA Section 40
Key Personnel (Supplier)	REDACTED TEXT under FOIA Section 40
Subcontractors	N/A

2. CALL-OFF CON	TRACT SPECIFICATION - PROGRAMME CONTEXT
SOW Deliverables Background	At a high-level CRCF requires a supplier to deliver specific digital outcomes to meet citizens' Plan Your Retirement Service; Get Your State Pension Service; Manage Your Pension Credit; Seasonal Payments; Carers Allowance; Attendance Allowance; Support for Bereavement; Support for Common Capabilities (in support of DWP Strategic Reference Architecture); Maintaining Operational Small Systems (MOSS) – This specific SOW relates to Bereavement & Care ervices and during the SOW duration delivery will be focused on the following outcomes which will be delivered under 2 programmes, Service Modernisation and Digital Delivery.
	 Carers Allowance: Introduction of eligibility processing efficiencies for online new claims. Start to retain and maintain online new claims in service

	 Attendance Allowance: Introduction of a (controlled) online new claim (simple) journey. Introduction of a (controlled) online new claim (complex) journey Digital Delivery: Support for Bereavement: Fully digitalised service, on-line Bereavement Support Payment
Delivery phase(s)	This SOW covers multiple projects that are at different phases withing the GDS lifecycle
Overview of Requirement	The requirement is for Supplier Staff to join a rainbow team to work alongside Buyer resources working at the direction of the Buyer. See section 3 for details of resources required. Supplier resources are required to align with the DWP Hybrid Working model (whereby 40% of time is in office and 60% remote) at the stated location of Newcastle
Accountability Models	Please fill the Accountability Model(s) that shall be used under this Statement of Work: Sole Responsibility:□ Self Directed Team:□ Rainbow Team:

3. BUYER REQUIREMENTS – SOW DELIVERABLES								
Outcome Description	The on a the p The Park of B expe	ase refer to Supplier sh Time and l Deriod of tin Services w View, New enton Park enses.	all provi Materials ne specif ill be per vcastle o will be s w shows	de Suppl s basis, u fied in thi formed a r remotel ubject to the Supp	ier Staff to nder the di s Statemen t the Buyer y. Travel to agreement blier's resou	work in a rection of t of Work s premis other lo betweer	Rainbor f the Buy <. es in Be cations c n the Par	ver, for nton outside ties, with
		Name	Role	Location	Unit of Measurement	Estimated Days	Day Rate(£)	Total Price(£)
	1.1	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40
	1.2	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40

								370,305.00
	It is agreed between parties that no individual resource will be swapped or exchanged for another, without prior discussion and agreement,							
	The Buyer shall ensure the Supplier is given a minimum of 10 Working Days' notice prior to requesting the roll off of any resources. This requirement is not valid during the final 10 Working Days of this Statement of Work							
	betv ena	ween the P	arties. Paties to this S	arties sha Statement	l, this shall all use the V of Work, a lule 2.	ariation/	Procedu	ire to
	The Buyer shall, at their cost, make available to the Supplier Staff any office access and suitable desk facilities; any hardware, software (including open source software); tools; access to Buyer environments and repositories and any other items or access required to enable the Supplier Staff to perform the resource augmentation Services.							
	Delivery plans and resource requests are developed at project level. DWP will work with supplier to manage any changes to the requests under this SOW effectively and quickly							
Ilanandancias	DWP to provide supplier staff with DWP kit and access to appropriate environments, technologies and tooling							
Supplier Resource Plan	As per the table in the Outcome Description section of this Statement of Work							
Applicable to	The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables will be BPSS checked in accordance with Framework Schedule 1 (Specification).							
		agreed tha litional clea		•	rces listed SS.	in sectio	n 3 do n	ot require
	The Supplier agrees to the additional Buyer standard clauses in respect of Security Requirements listed below.							
		b si ci A	Any ecurity re onstitute	equiremer a materia o exercis	: y the Supp nts of this S al Default en e its rights	tatemen ntitling th	t of Worl	k, shall acting
		3. S	ecurity l	Policies a	and Standa	ards		

Т

	 b. Notwithstanding the foregoing, the Buyer's security requirements applicable to the SOW Deliverables may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the SOW Deliverables. Where any such change constitutes a Variation, any necessary Variation shall be agreed by the Parties in accordance with clause 24 of the Core Terms. c. The Supplier shall and shall procure that any Subcontractor (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards. 4. Security Policies and Standards b. The Buyer's security policies are published on: DWP procurement: security policies and standards - GOV.UK (www.gov.uk) c. The Supplier will be required to comply with: Acceptable Use Policy Information Security Policy Physical Security Policy
	 Information Management Policy Email Policy Remote Working Policy Social Media Policy Security Classification Policy HMG Personnel Security Controls – May 2018
	(published on <u>HMG personnel security controls - GOV.UK</u> (www.gov.uk) See details in Attachment 3 – Statement of Requirements section 18
Cyber Essentials Scheme	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).
	SOWs to be delivered in line with the KPIs in the Call Off Contract - for example resources assigned as being a particular role and SFIA level will have the required skills and experience as defined in the DDAT framework and SFIA descriptors for that role and level. This will be evidenced via CVs and meet and greets with prospective resources.
	Supplier will not excessively rotate resources assigned under this contract and will consult the buyer in respect of planned rotation – recognising that greater value is derived from continuity
	Not Applicable. – Resources contained in this SOW will be managed on a daily basis via DWP Line Managers. Any issues that may arise concerning the resources will be made aware to the Supplier key personnel.

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Additional Requirements	the Call-Off Contract d	oes not accurately r	ule 11 (Processing Data) in eflect 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				
	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40				
Worker Engagement Status	All resources have been working in this contract		g on Accenture payroll				
	The provisions set out i All resources are confir		all apply to this SOW. to be on Accenture payroll				
	In addition the Supplier shall provide the information set out below to the Buyer and shall comply with the obligations set out below, so that the Buyer can comply with its obligations with regards to the off-payroll working regime.						
	Key Supplier Staff shall Supplier Staff in this Sta		uals identified as Key				
	 1.1 Key Supplier Staff Name(s) 1.2 Start and End date of the Engagement 1.3 The contracted Day Rate of the Key Supplier Staff 1.4 Worker Engagement Status, i.e. are Key Supplier Staff on payroll and are deductions of PAYE and National Insurance made at source? Yes/No 1.5 If "yes", fee payer details for each of the Key Supplier Staff (e.g. 						
	Supplier PAYE, Agent PAYE, Umbrella Company)						
[SOW Reporting Requirements:]	A monthly meeting will	be required with Su	oplier's Authorised Off Contract, to discuss the				

4. CHARGES	
Call Off Contract Charges	The applicable charging method(s) for this SOW is:
onargeo	Time and Materials
	The estimated maximum value of this SOW (irrespective of the selected charging method) is £370,305.00 (net of VAT)
	The Supplier shall be entitled to charge Expenses for return travel to any of the Buyer's Locations with the exception of the Buyer's Location at Benton Park View, Newcastle as this will be classed as the base location for this SOW, in accordance with the Buyer's Expenses Policy. Written preauthorisation must be sought from the REDACTED TEXT under FOIA Section 40 before any expenses are incurred.
	INVOICING: The Supplier will invoice the Buyer on a monthly basis in arrears. The Supplier to provide the Buyer with a timesheet report of the days worked in the preceding month broken down for each member of Supplier Staff. Such time sheet to be issued no later than working day 5 of the following month. The Buyer shall review and approve the time sheet, or raise any queries with the Supplier, no later than working day 10. The Supplier shall raise each invoice in accordance with Clause 4 of the Core Terms,
	Electronic Invoices (attached to E-Mails) should be sent to:
	REDACTED TEXT under FOIA Section 40
	Paper invoices should be sent to; REDACTED TEXT under FOIA Section 40
	A copy should also be emailed to REDACTED TEXT under FOIA Section 40
Rate Cards Applicable	The rate Card related to this contract and SOW is embedded below;
	REDACTED TEXT under FOIA Section 40
Financial Model	Not Applicable
Reimbursable Expenses	Please refer to DWP Expense Policy as embedded in the Order Form
	See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

		t gain preauthorisation under FOIA Section 40.	before	incurred	from	the
5. SIGNATURE	S AND APPROVALS					
Agreement of t BY SIGNING th the		e Parties agree that it shall be i	ncorporate	ed into Appe	endix 1 o	of
Order Form and	l incorporated into the Ca	all-Off Contract and be legally b	inding 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					

UCD SOW 2: 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	The Relevant Authority is Controller and the Supplier is
Controller for each	Processor
Category of	The Parties acknowledge that in accordance with paragraph 3 to
Personal Data	paragraph 16 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:
	For all and any personal data accessed during the posting, the
	Relevant Authority is the Controller. This may include but is not limited to:

Personal Identifiable data for customers
Special category information for customers
 Special category information for agents
The Supplier is Controller and the Relevant Authority is Processor
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 3 to paragraph 16 of the following Personal Data:
• N/A
The Parties are Joint Controllers
The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:
• N/A
The Parties are Independent Controllers of Personal Data
The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:
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 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 the Call-Off Contract.
Nature and purposes of the Processing	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. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]
Type of Personal Data	 Citizen details - name, address, NI number etc. 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.
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	Data will be accessed for the term of the contract. No data is transferred to supplier as part of this service.

UCD SOW 2: ANNEX 2: Worker Engagement Status

1. Off-Payroll Working Rules

1. In this paragraph, the following expressions mean:

Contractor	means any individual delivering, or forming part of, the SOW Deliverables (or any part of them)
Intermediary	means any "intermediary" (as defined in section 61M ITEPA) in respect of which any of Conditions A – C within section 61N ITEPA are met
ITEPA	Income Tax (Earnings and Pensions) Act 2003
Off-Payroll Working Rules	means the provisions of Chapter 10 of Part 2 ITEPA relating to the engagement of workers through intermediaries and the provisions of Social Security Contributions (Intermediaries) Regulations 2000/727 (or, in each case, any other provisions under any law having like effect)
Status Determination	means a status determination pursuant to, and for the purposes of, the Off-Payroll Working Rules
SOW Deliverables	means any Deliverables to be provided under the relevant Statement of Work
Тах	means income tax, employee national insurance contributions and employer national insurance contributions (in each case whether or not required to be accounted for under the PAYE rules of the United Kingdom) and any equivalent tax, contribution or similar obligations elsewhere, together, in each case, with all related penalties and interest

- 2. Subject to paragraph 1.3 below, the Supplier warrants and undertakes to the Buyer in respect of any Contractor based in the UK that (i) each Contractor will be directly engaged exclusively as an employee of the Supplier or an Affiliate of the Supplier for the purposes of and when delivering any SOW Deliverables (with all required Tax being withheld, deducted and/or accounted for in respect of any payments or other benefits provided to that Contractor), or (ii) where a Contractor is not engaged as an employee of the Supplier or a Affiliate of the Supplier, including but not limited to cases where Supplier uses a third party agency to procure Contractors, they will be engaged as a worker and subject to PAYE for the purposes of and when delivering any SOW Deliverables (with all required Tax being withheld, deducted and/or accounted for in respect of any payments or other benefits provided to that Contractor the purposes of and when delivering any SOW Deliverables (with all required Tax being withheld, deducted and/or accounted for in respect of any payments or other benefits provided to that Contractor); and in both cases (ii) that it is not, nor will at any time be, an Intermediary of any Contractor.
- 3. The Supplier warrants and undertakes to the Buyer that no Contractor will deliver their services through an Intermediary of that Contractor without the Supplier having first obtained the written consent of the Buyer to such Contractor doing so (such consent being at the absolute discretion of the Buyer).
- Promptly upon request from the Buyer, the Supplier shall provide (or procure provision) to the Buyer of all such evidence, information and assistance as the Buyer reasonably requires in order to confirm that the warranties and undertakings given by the Supplier in paragraphs 1.2 and 1.3 are, and remain, true, accurate and correct in all respects.
- 5. The Buyer shall be entitled to make any deductions in respect of Tax, from any payments to the Supplier, which it reasonably considers are required to be made as a result of, or connection with, the application of the Off-Payroll Working Rules.
- 6. In respect of each Contractor or the SOW Deliverables (or any part of them), promptly upon request from the Buyer, the Supplier shall provide (or procure provision) to the Buyer of all such information and assistance as the Buyer reasonably requires in connection with the Off-Payroll Working Rules (including, but not limited to, such information or assistance as the Buyer reasonably requires in order to assess whether or not the Off-Payroll Working Rules apply to the SOW Deliverables (or any part of them) and/or to any arrangements involving the performance of any services by any Contractor, to carry out any Status Determination or to comply with any other requirement or obligation it may have a result of or in connection with the application of the Off-Payroll Working Rules).
- 7. In circumstances where the Supplier, any Contractor or any other person involved (directly or indirectly) in the supply of the SOW Deliverables (or any part of them) wishes to make any representations (or any further representations) to the Buyer that any Status Determination carried out by the Buyer is incorrect, the Supplier shall procure that any such representations are sent to the Buyer.
- 8. The Supplier warrants and undertakes to the Buyer that it shall:
- 9. immediately inform the Buyer if, at any time, it becomes aware of any new or additional fact, matter or circumstance, or any change in any fact, matter or circumstance, in each case, from which it appears that (a) the Off-Payroll Working Rules could apply or (b) any change may need to be made to any Status Determination previously carried out, in each case, in relation to the supply of the SOW Deliverables (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor, and the Supplier shall also procure that each Contractor will do the same; and
- 10. in circumstances where the Buyer has, in relation to any Contractor, determined that the condition in section 61M(1)(d) ITEPA is not met, manage the delivery of the SOW Deliverables (and any part of them), mange any arrangements involving the performance of any services by that Contractor, and do or not do (as the case may be) all such things as are necessary, in each case, to ensure that the condition in section 61M(1)(d) ITEPA is not met and remains not met, in relation that Contractor.
- 11. The Supplier warrants and undertakes to the Buyer that it shall, at all times, comply with any and all requirements or obligations it may have as a result of or in connection with the application of the Off-Payroll Working Rules to the provision of the SOW Deliverables (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor, including, but not limited, to any obligation to make any deductions for Tax, and shall procure the compliance of all other parties involved (directly or indirectly) in the supply of the SOW Deliverables (or any part of them).
- 12. The Supplier shall indemnify the Buyer, on demand and on an after-Tax basis, against:

- 13. any and all proceedings, claims or demands by any third party (including, but without limitation, HM Revenue & Customs and any successor, equivalent or related body);
- 14. any and all Tax and any other liabilities, losses, deductions, contributions or assessments; and
- 15. any and all reasonable costs or expenses and any penalties, fines or interest incurred or payable,

in each case, which arise as a result of, in consequence of, or otherwise in connection with, (i) the Supplier, at any time, being in breach of any of the warranties or undertakings given in paragraphs 1.2, 1.3, 1.8 and/or 1.9 and/or (ii) the application of the Off-Payroll Working Rules to the provision of the SOW Deliverables (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor.

16. The provisions of clauses 26.2 – 26.6 of the Core Terms shall not apply to any claim under paragraph 1.10.