

Order Form Template and Call-Off Schedules

Order Form

CALL-OFF REFERENCE: ECM_11251.

CALL-OFF TITLE: Provision of multiple resources for
Transformation Capability Project for DWP

CALL-OFF CONTRACT
DESCRIPTION: This is a 24 month + up to 6 months Contract
that provides Services in support of the
Department for Work & Pensions (DWP) in the
delivery of its Digital Future. At a high-level
Citizen Information requires a supplier to deliver
specific digital outcomes to support the
modernisation of our current digital estate,
increasing efficiency, simplification, and
flexibility. This will require specific digital
capabilities and capacity.

THE BUYER: Department for Work and Pensions.

BUYER ADDRESS

[Redacted]

THE SUPPLIER: Capgemini UK plc

SUPPLIER ADDRESS:

REGISTRATION NUMBER:

DUNS NUMBER:

SID4GOV ID:

[Redacted]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 13/11/2023.

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 1 (Definitions)
 - 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 ECM_11251:
 - 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 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery) The Parties agree that the only obligation set out in paragraph 2.2 are relevant to this Call-Off Contract and paragraph 6.1 shall not apply.
 - Call-Off Schedule 9 (Security) Part A Short Form
 - Call-Off Schedule 10 (Exit Management) The Parties agree that only the obligations set out in paragraph 4.1 are relevant to this Call-Off Contract and paragraph 4.4 shall not apply.
 - Call-Off Schedule 13 (Implementation Plan and Testing) The Parties agree this is not relevant to the Service being contracted as part of this Call-Off Contract.
 - Call-Off Schedule 14A Not Applicable
 - Call-Off Schedule 14B (Service Levels and Balanced Scorecard)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - 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 SPECIAL TERMS

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

CALL-OFF START DATE:	13/11/2023.
CALL-OFF EXPIRY DATE:	12/11/2025.
CALL-OFF INITIAL PERIOD:	24 Months
CALL-OFF OPTIONAL EXTENSION PERIOD:	Up to 6 Months
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	2 Months.
CALL-OFF CONTRACT VALUE:	£4,000,000.00 (excluding VAT) exclusive of extension options.
KEY SUB-CONTRACT PRICE:	n/a

CALL-OFF DELIVERABLES

For the purposes of the Invitation to Tender, please refer to Attachment 3 Statement of Requirements, which will be inserted into Call-Off Schedule 20 (Call-Off Specification) on award of contract.

The Parties intend to execute Statements of Work 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.

Embedded 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:



RM6362 DWP CI
Transformation Cap

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

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:

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.

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

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 **£2,000,000.00 (ex VAT)**.

The Parties further agree that Clause 11.2 of the Core Terms shall be amended to read as follows for the purposes of this Call-Off Contract:

"11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than 150% of the Yearly Charges unless specified in the Call-Off Order Form."

CALL-OFF CHARGES

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

Charges will be Time and Materials (T&M).

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

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

PAYMENT METHOD

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

BUYER'S INVOICE ADDRESS:

Invoices should be submitted monthly in arrears to:

[Redacted]

BUYER'S AUTHORISED REPRESENTATIVE

[Redacted]

[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

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.

Available online. Further information can be found here:

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

DWP Enhanced Security Terms:



DWP%20Enhanced
%20Security%20Sch

The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, complete the information security questionnaire in the format stipulated by the Authority (the "Information Security Questionnaire") at least annually or at the request by the Authority. The Contractor shall provide the completed Information Security Questionnaire to the Authority within one calendar month from the date of request.

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

The Supplier:

Not applicable

Worker Engagement Status will be inside IR35.

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4 (Commercially Sensitive Information).

EITHER (1) BALANCED SCORECARD

See Schedule 14B.

MATERIAL KPIs

See Schedule 14B.

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]		
Name:			
Role:			
Date:			

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:

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

Nature and purposes of the Processing	Supplier Processing The Supplier will Process Personal Data as set out broadly in this Call-Off Order Form. The parties agree that: 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	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). By prior written agreement between the parties: 5. Data concerning health. 6. Data revealing racial or ethnic origin.
Categories of Data Subject	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. By prior written agreement between the parties: 3. Members of the general public
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	Delete or return as directed by the Buyer.

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.

Annex 1 (Template Statement of Work)

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 Contract. The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.	
Date of SOW:	
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 Start 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	<i>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</i> <i>Sole Responsibility:</i> ☐ <i>Self Directed Team:</i> ☐ <i>Rainbow Team:</i> ☒

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:	The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security). [If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW: <i>[insert if necessary]</i>]		
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).		
SOW Standards	<i>[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules))]</i>		

Performance Management	[Insert] details of Material KPIs that have a material impact on Contract performance] [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 Annex1 attached to this Statement of Work.		
Key Supplier Staff	[Indicate: whether there is any requirement to issue a Status Determination Statement]		
Worker Engagement Status	[Yes / No] [Insert] details]		
[SOW Reporting Requirements:]	[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:]		
	Ref.	Type of Information	Which Services does this requirement apply to?
	1.	[insert]	
	1.1	[insert]	[insert]

4. CHARGES	
Call Off Contract Charges	The applicable charging method(s) for this SOW is: The estimated maximum value of this SOW (irrespective of the selected charging method) is £[insert detail]. The Charges detailed in the financial model shall be invoiced in accordance with Clause4 of the Call-Off Contract.
Rate Cards Applicable	SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5(Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.
Financial Model	[Supplier to insert its financial model applicable to this SOW]

Reimbursable Expenses	Any expenses charged will be on actuals and will not include any Supplier travel between Suppliers sites. Subsistence will not exceed DWP subsistence rates and will be included within the monthly reconciliation activity between the Supplier and the Buyer. Any travel between the Buyers agreed location and the supplier site will not be chargeable, any supplier travel beyond that must have the buyer's prior approval. All expenses must be pre agreed as part each individual Statement of Work (SoW) and must be in line with the DWP expenses policy. If the Buyer requires a Supplier resource to travel between DWP sites or HUB locations, DWP will provide travel and accommodation in line with DWP Travel policy.
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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 Annex 1 of the Call-Off Order Form and incorporated into the Call-Off

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

[Redacted]

ANNEX 1 Data Processing

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of the Call-Off Order Form 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:

(PROCESSING DATA)

Description	Details
Identity of Controller for each Category of Personal Data	The Relevant Authority is Controller and the Supplier is Processor The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data: 1. <i>[Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</i>
	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 2 to paragraph 15 of the following Personal Data: 1. <i>[Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</i>
	The Parties are Joint Controllers The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of: 1. <i>[Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</i>

	The Parties are Independent Controllers of Personal Data <i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i> <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> <i>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,</i> <i>[Insert 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]</i> [Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	[Please be as specific as possible, but make sure that you cover all intended purposes.] 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	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]

Categories of DataSubject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]</i>
International transfers and legal gateway	<i>[Explain where geographically personal data may be stored or accessed from. Explain the legal gateway you are relying on to export the data e.g. adequacy decision, EU SCCs, UK IDTA. Annex any SCCs or IDTA to this contract]</i>
Plan for return and destruction of the data once the Processing is complete UNLESS requirementunder Union or Member State law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

ANNEX 2 AUTHORITY SECURITY POLICIES AND STANDARDS

The Security Policies are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards> unless specified otherwise:

- a. Acceptable Use Policy
- b. Information Security Policy
- c. Physical Security Policy
- d. Information Management Policy
- e. Email Policy
- f. Remote Working Policy
- g. Social Media Policy
- h. Security Classification Policy

i. HMG Personnel Security Controls – May 2018
(published on <https://www.gov.uk/government/publications/hmg-personnel-security-controls>)