



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

(Order Form)

Version 2

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Order Form, Statement of Work Template and Call-Off Schedules

Order Form

Call-Off Reference: 18649

Call-Off Title: Lead Technical Delivery Manager

Call-Off Contract Description: Reporting to the Buyer Head of Digital Channels and work alongside the Buyer's CAMLite Product Manager and other members of the Buyer Digital Channels Leadership team to support the definition and initialisation, as required, of the next phase of the CAMLite Replacement Project.

The Buyer: Department for Work & Pensions

Buyer Address: Caxton House, 1 Tothill Street, London, SW1H 9NA

The Supplier: Capgemini UK plc

The Supplier: CAP Gemini UK plc

Supplier Address: 1 Forge End, Woking, Surrey, GU21 6DB

Registration Number: **00943935**

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 23/12/2022.

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

Call-Off Lot

Lot 2 Individual 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) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.7
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)

- Call-Off Schedules for RM1043.7
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - Call-Off Schedule 7 (I Supplier Staff)
 - Call-Off Schedule 9 (Security) (Part A only)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)

5 CCS Core Terms (version 3.0.9)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

7 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-Off Special Terms

The following Special Terms are incorporated into this Call-Off Contract:

The Buyer shall advise the Supplier of any specific legal and regulatory requirements that are specific to the Buyer to which the Supplier must be aware of to enable it to provide the Services.

The Parties agree that Parts A and B of Call Off Schedule 2 (Staff Transfer) do not apply to this Call-Off Contract as there are no people in scope to transfer upon commencement of this Call-Off Contract.

Order Form, Statement of Work and Call-Off Schedules

Call-Off Start Date: 3th January 2023

Call-Off Expiry Date: 4th January 2024

Call-Off Initial Period: 12 Months

Call-Off Optional Extension Period: 3 Months

Minimum Notice Period for Extensions: 30 Days

Call-Off Contract Value: £386,786 Inclusive of VAT £322,322 exclusive of VAT (£483,483 inclusive of optional extension period & VAT)

Call-Off Deliverables

See Statements 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 referred to in Framework Schedule 1 (Specification). No additional Standards are applicable to this Call-Off Contract.

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

Maximum Liability

[REDACTED]

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £322,322 exc VAT or £386,786 inclusive of VAT.

Call-Off Charges

Time and Materials (T&M)

Reimbursable Expenses

Expenses incurred by the Supplier must be pre agreed by the Buyer project lead and be in line with the Buyer Travel & Expenses Policy:



travel policy.pdf

Payment Method

BACS - The Supplier will issue electronic invoices **monthly** in arrears. The Buyer will pay the Supplier within **30** days of receipt of a valid invoice.

Buyer's Invoice Address

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Buyer's Authorised Representative

[REDACTED]

Commercial Practitioner

[REDACTED]

Caxton House, 1 Tothill Street, London, SW1H 9NA

Buyer's Environmental Policy



DWP Estates
Environmental Comm

BUYER'S SECURITY POLICY

Available online further information can be found here:

[Security policy framework: protecting government assets - GOV.UK \(www.gov.uk\)](#)

Supplier's Authorised Representative

Title: DWP Account Executive

[REDACTED]

Supplier's Contract Manager

Title: DWP Engagement Director

[REDACTED]

Key Staff

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Worker Engagement Route – Inside IR35

All Supplier resources will be inside IR35 in accordance with section 'Part A: Order Form' of the Call Off Contract. The Supplier confirms that all resources deployed to deliver the Services are PAYE and Tax and NI deductible at source.

Key Subcontractor(s)

Not applicable

Commercially Sensitive Information

Details of the Supplier's methodologies, policies and processes. The methodologies, policies and processes remain confidential and commercially sensitive to the Supplier and if such information was disclosed it could be commercially damaging to the Supplier.

All information relating to limits of liability, daily fee rates, pricing and charging mechanisms contained in the Call-Off Contract. Disclosure of which may provide affect the Supplier's competitive position. As a result the Supplier considers this information to be a 'trade secret'.

The terms of the Supplier's insurance are strictly confidential and if such information was disclosed it could be commercially damaging to the Supplier.

All details relating to personnel including but not limited to the numbers of resources with specific skills, numbers of security cleared staff, staff terms and conditions of employment and staff selection methods are used for the purpose of managing the Supplier's resources to secure trade and generate profit and provides the Supplier with a competitive advantage. If such information was disclosed it could be commercially damaging to the Supplier.

Any information relating to other customers of the Supplier that has been obtained as a result of the Services or as a result of procuring the Services (including pre-contract references).

Additional Insurances

Not applicable

Guarantee

Not applicable

Social Value Commitment

Not applicable

Statement of Works

At the Start Date of this Call-Off Contract, the following Statement of Work shall be executed:

- SOW001 Lead Technical Delivery Manager

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:

[Redacted Signature]

Date: 23 / 12 / 2022

For and on behalf of the Supplier:

Signature:

Name:

Role:

Date:

03/01/2023

Appendix 1

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Annex 1 (Statement of Work)

1 Statement of Works (SOW) Details

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off 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: 23/12/2022

SOW Title: Lead Technical Delivery Manager

SOW Reference: SOW001

Call-Off Contract Reference: 18649

Buyer: The Department of Work & Pensions

Supplier: Capgemini UK plc

SOW Start Date: 03/01/2023

SOW End Date: 04/01/2024

Duration of SOW: 12 Months

Key Personnel (Buyer) 

Key Personnel (Supplier) 

Subcontractors – Not applicable

2 Call-Off Contract Specification – Deliverables Context

The Supplier shall provide the member of Supplier Staff listed below to work with the Buyer

in the definition and initialisation, as required, of the next phase of the Buyer's CAMLite replacement project

Name of deliverable	Number of days	Day rate	Total
Individual Specialist / Lead Technical Delivery Manager			

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 to a minimum of Baseline Personnel Security Standard (BPSS).

Cyber Essentials Scheme:

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

Additional Requirements:

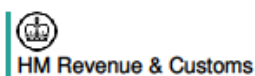
Annex 1 – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

Key Supplier Staff:

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)
Individual Specialist / Lead Technical Delivery Manager			

Worker Engagement Status –

All Supplier resources will be inside IR35 in accordance with section 'Part A: Order Form' of the Call Off Contract. The Supplier confirms that all resources deployed to deliver the Services are PAYE and Tax and NI deductible at source.



Check Employment Status for Tax

What you told us

7. Worker's contracts

Does your organisation know who will be doing this work?	Yes
Does this contract stop the worker from doing similar work for other organisations?	Yes
Are there any ownership rights relating to this contract?	No
Has the worker had a previous contract with your organisation?	No
Is the current contract the first in a series of contracts agreed with your organisation?	Yes
Will this work take up the majority of the worker's available working time?	Yes
Has the worker done any self-employed work of a similar nature for other clients in the last 12 months?	Yes

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3 Charges

Call Off Contract Charges:

The applicable charging method for this SOW is:

- Time and Materials

The estimated maximum value of this SOW is £386,786 Inclusive of VAT

Rate Cards Applicable:

Name of deliverable	Number of days	Day rate	Total
Individual Specialist / Lead Technical Delivery Manager			

Reimbursable Expenses:

Expenses incurred by the Supplier in the delivery of this Statement of Work must be pre agreed by the Buyer project lead and be in line with the Buyer Travel & Expenses Policy:



travel policy.pdf

4 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: 23 / 12 / 2022

Signature:

For and on behalf of the Buyer

Name:

Title:

Date: 03.01.2023

Signature:

Annex 1

Data Processing

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

1.1 The contact details of the Buyer's Data Protection Officer are [REDACTED]

1.2 The contact details of the Supplier's Data Protection Officer are [REDACTED]

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

Descriptions	Details
Identity of Controller for each Category of Personal Data	<p>1. The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> a. business contact details of Supplier Staff for which the Supplier is the Controller; and b. business contact details of any members of the public, directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the Buyer is the Controller. <p>2. Buyer shall be a Controller for the purposes of Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> a. opinions and responses provided (including any special category personal data that may be collected) during any research activity by: <ul style="list-style-type: none"> i. directors, officers, employees, agents, consultants and contractors of Buyer; and ii. members of the public.
Duration of the Processing	The duration of the Statement of Work .
Nature and purposes of the Processing	<p>Supplier Processing</p> <p>Supplier Processing – is as set out broadly in the SOW's. The parties agree that:</p> <p>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</p>

	<p>standards. Where the Supplier is required to grant user access, this will be undertaken at the Buyer's direction.</p> <ol style="list-style-type: none"> 2. Access for the Supplier to Buyer systems will be limited to Buyer provisioned laptops and approved USB devices. 3. Any requirement to share data externally, such as with third parties for diagnostic purposes, is not to be undertaken by the Supplier and will remain the responsibility of the Buyer.
Type of Personal Data	<ol style="list-style-type: none"> 1. Contact information (e.g. business e-mail address, telephone number etc.). 2. Personal life information (e.g. life habits, family situation). 3. Employment information (e.g. position, experience or employment history). 4. Identification information (e.g. name, gender, image in communication systems, benefit case reference information). 5. Data concerning health. 6. Data revealing racial or ethnic origin.
Categories of Data Subject	<ol style="list-style-type: none"> 1. Any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the Buyer is the Controller 2. Members of the general public 3. Supplier Staff engaged in the performance of the Supplier's duties under the SoW for which the Supplier is the Controller.
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