

## Order Form

CALL-OFF REFERENCE: Project 25163 Shared Channels Experience Augmented Resources (2)

CALL-OFF TITLE: DWP Shared Channels Experience  
Augmented Resources Apr 23 – Mar 24

CALL-OFF CONTRACT DESCRIPTION: A team of augmented resources to support the Shared Channels Experience programme including ECMS, NOTS and CP

THE BUYER: **Department of Work & Pensions**

BUYER ADDRESS: Caxton House, 1 Tothill Street, London, SW1H 9NA

THE SUPPLIER: Capgemini UK plc

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

REGISTRATION NUMBER: 00943935

DUNS NUMBER: 211980537

SID4GOV ID: 208865

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1st 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 Statement of Work listed below 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):**

**RM1043.8 Lot 2 (Digital specialists)**

**CALL-OFF INCORPORATED TERMS**

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions) RM6263
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6263
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 13 (Cyber Essentials)
  - Call-Off Schedules for RM6263
    - 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)
    - Call-Off Schedule 10 (Exit Management)
    - 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<sup>st</sup> April 2023

CALL-OFF EXPIRY DATE: 31<sup>st</sup> March 2024

CALL-OFF INITIAL PERIOD: 12 Months

CALL-OFF OPTIONAL EXTENSION PERIOD: 3 Months

MINIMUM NOTICE PERIOD FOR EXTENSION(S): 30 Days

CALL-OFF CONTRACT VALUE: £1,249,374.00 (ex.VAT) (initial contract value with option to extend up to £249,875.00 (ex.VAT))

KEY SUB-CONTRACT PRICE: Not applicable

### **CALL-OFF DELIVERABLES**

The Parties intend to execute the following four separate Statements of Work upon the Start Date:

- a) SOW001 – ECMS Part 1;
- b) SOW002 – ECMS Part 2;
- c) SOW003 – NOTS
- d) SOW004 – CP / ATE

which shall, upon their respective signatures, be incorporated into Appendix 1 to this Call-Off Contract.

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

### **BUYER’S STANDARDS**

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards set out in Framework Schedule 1 (Specification).

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

### **CYBER ESSENTIALS SCHEME**

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

### **MAXIMUM LIABILITY**

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

£1,249,374.00 (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 Estimated Yearly Charges unless specified in the Call-Off Order Form.”

#### **CALL-OFF CHARGES**

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

(1) Time and Materials;

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

#### **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.

#### **PAYMENT METHOD**

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

#### **BUYER'S INVOICE ADDRESS:**

[REDACTED]

#### **BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

#### **BUYER'S ENVIRONMENTAL POLICY**

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

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/1054373/Guidance-on-adopting-and-applying-PPN-06\\_21\\_-\\_Selection-Criteria-Jan22\\_1\\_.pdf](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** Buyer's Security Policy is as set out in each Statement of Work.

**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. 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]

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]

**PROGRESS REPORT FREQUENCY**

On the last Working Day of each calendar month

**PROGRESS MEETING FREQUENCY**

Quarterly project senior stakeholder reviews.

Fortnightly progress updates with Buyer delivery leads.

**KEY STAFF**

Not applicable

**KEY SUBCONTRACTOR(S)**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

See Joint Schedule 4 – Commercially Sensitive Information

**BALANCED SCORECARD**

Not applicable

**MATERIAL KPIs**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

**STATEMENT OF WORKS**

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	26.04.2023	Date:	25.04.2023

## **Appendix 1**

See each Statement of Work upon signature.

## Annex 1 (Template Statement of Work)

1. STATEMENT OF WORK ("SOW") DETAILS	
<p>Upon execution, this SOW forms part of the Call-Off Contract (reference below).</p> <p>The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.</p> <p>All SOWs must fall within the Specification and provisions of the Call-Off Contract.</p> <p>The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.</p>	
Date of SOW:	
SOW Title:	
SOW Reference:	
Call-Off Contract Reference:	
Buyer:	
Supplier:	
SOW Start Date:	
SOW End Date:	
Duration of SOW:	
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>



<b>Overview of Requirement</b>	<i>[Insert details including Release Types(s), for example, Adhoc, Inception, Calibration or Delivery].</i>
<b>Accountability Models</b>	<p>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</p> <p>Sole Responsibility: <input type="checkbox"/></p> <p>Self Directed Team: <input type="checkbox"/></p> <p>Rainbow Team: <input checked="" type="checkbox"/></p>

3. BUYER REQUIREMENTS – SOW DELIVERABLES			
<b>Outcome Description</b>			
<b>Milestone Ref</b>	<b>Milestone Description</b>	<b>Acceptance Criteria</b>	<b>Due date</b>
MS01			
MS02			
<b>Delivery Plan</b>			
<b>Dependencies</b>			
<b>Supplier Resource Plan</b>			
<b>Security Applicable to SOW:</b>	<p>The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).</p> <p>[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW: <i>[insert if necessary]</i> ]</p>		
<b>Cyber Essentials Scheme</b>	<p>The Buyer requires the Supplier to have and maintain a <b>Cyber Essentials Plus Certificate</b> for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme).</p>		
<b>SOW Standards</b>	<p><i>[Insert]</i> any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules))</p>		

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<b>Performance Management</b>	<p>[Insert details of Material KPIs that have a material impact on Contract performance]</p> <p>[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]</p>															
<b>Additional Requirements</b>	<p><b>Annex 1</b> – 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.</p>															
<b>Key Supplier Staff</b>	<p>[Indicate: whether there is any requirement to issue a Status Determination Statement]</p>															
<b>Worker Engagement Status</b>	<p>[Yes / No] [Insert details]</p>															
<b>[SOW Reporting Requirements:]</b>	<p>[Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call-Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:]</p> <table border="1"> <thead> <tr> <th>Ref.</th><th>Type of Information</th><th>Which Services does this requirement apply to?</th><th>Required regularity of Submission</th></tr> </thead> <tbody> <tr> <td>1.</td><td>[insert]</td><td></td><td></td></tr> <tr> <td>1.1</td><td>[insert]</td><td>[insert]</td><td>[insert]</td></tr> </tbody> </table>				Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission	1.	[insert]			1.1	[insert]	[insert]	[insert]
Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission													
1.	[insert]															
1.1	[insert]	[insert]	[insert]													

4. CHARGES	
<b>Call Off Contract Charges</b>	<p>The applicable charging method(s) for this SOW is:</p> <p>The estimated maximum value of this SOW (irrespective of the selected charging method) is £[insert detail].</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause4 of the Call-Off Contract.</p>
<b>Rate Cards Applicable</b>	<p><i>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.</i></p>
<b>Financial Model</b>	<p>[Supplier to insert its financial model applicable to this SOW]</p>

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<b>Reimbursable Expenses</b>	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 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	Signature	
	Name	
	Title	
	Date Signature	
For and on behalf of the Buyer	Signature	
	Name	
	Title	
	Date Signature	

## ANNEX 1

### Data Processing

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

**[TEMPLATE ANNEX 1 OF JOINT SCHEDULE 11 (PROCESSING DATA BELOW)]**

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li><b>[Insert]</b> the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</li> </ul> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <p>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:</p> <ul style="list-style-type: none"> <li><b>[Insert]</b> the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</li> </ul> <p><b>The Parties are Joint Controllers</b></p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li><b>[Insert]</b> the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>Business contact details of Supplier Personnel for which the Supplier is the Controller,</li> <li>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,</li> <li><b>[Insert]</b> the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and</li> </ul>

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	<p><i>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></p> <p><b>[Guidance]</b> <i>where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</i></p>
Duration of the Processing	<i>[Clearly set out the duration of the Processing including dates]</i>
Nature and purposes of the Processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>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.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]</i>
Categories of Data Subject	<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>
Plan for return and destruction of the data once the Processing is complete  UNLESS requirement under Union or Member State law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>