



**RM6100 Technology Services 3 Agreement
Framework Schedule 4 - Annex 1
Lots 2, 3 and 5 Order Form**

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 15th June 2021 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234>. The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Governance
5. Attachment 4 – Schedule of Processing, Personal Data and Data Subjects
6. Annex 1 – Call Off Terms

The following standard Attachments have been considered but deemed not required, and so are not included as part of this Order Form:

1. Implementation Plan; (not used)
2. Service Levels and Service Credits; (not used)
3. Key Supplier Personnel and Key Sub-Contractors; (not used)
4. Software; (not used)
5. Financial Distress; (not used)
6. Transparency Reports (not used);

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:



- .1.1 the Framework, except Framework Schedule 18 (Tender);
- .1.2 the Order Form;
- .1.3 the Call Off Terms; and
- .1.4 Framework Schedule 18 (Tender).

Section A

General information

Contract Details	
Contract Reference:	Project_26039
Contract Title:	Architecture, Development and Test Services
Contract Description:	Provision of Architecture, Development and Test Services for Fraud, Error and Debt (FED) and Shared Channels
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	£1,255,335.00 (exclusive of VAT)
Estimated Year 1 Charges:	£1,255,335.00 (exclusive of VAT)
Commencement Date: this should be the date of the last signature on Section E of this Order Form	13 th September 2023

Buyer details
Buyer organisation name Department for Work & Pensions
Billing address Your organisation's billing address - please ensure you include a postcode Caxton House, 1 Tothill Street, London, SW1H 9NA
Buyer representative name The name of your point of contact for this Order [REDACTED]
Buyer representative contact details



Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

Buyer Project Reference

Please provide the customer project reference number.

26039

Supplier details

Supplier name

The supplier organisation name, as it appears in the Framework Agreement

Supplier address

Supplier's registered address

PO Box 41, North Harbour, Portsmouth, Hampshire PO6 3AU

Supplier representative name

The name of the Supplier point of contact for this Order

Supplier representative contact details

Email and telephone contact details of the supplier's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

Order reference number or the Supplier's Catalogue Service Offer Reference Number

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.



Section B

Part A – Framework Lot

Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2, 3 and/or 5. Where Lot 1 is also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.

- | | |
|--|-------------------------------------|
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN | <input type="checkbox"/> |
| 2. TRANSITION & TRANSFORMATION | <input checked="" type="checkbox"/> |
| 3. OPERATIONAL SERVICES | |
| a: End User Services | <input type="checkbox"/> |
| b: Operational Management | <input type="checkbox"/> |
| c: Technical Management | <input type="checkbox"/> |
| d: Application and Data Management | <input type="checkbox"/> |
| 5. SERVICE INTEGRATION AND MANAGEMENT | <input type="checkbox"/> |

Part B – The Services Requirement

Commencement Date

See above in Section A

Contract Period

Term Months

13/09/23 – 13/09/24 (12 months)

Minimum Notice Period for exercise of Termination Without Cause 30 calendar days

Insert right (see Clause 35.1.9 of the Call-Off Terms)

Sites for the provision of the Services

Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third party premises.

Any travel by Supplier personnel to DWP location(s) will be subject to expenses chargeable to the Buyer in line with DWP Expense Policy.

No allowance has been made for travel expenses in this Contract, and it is assumed that all services will be delivered remotely.



Buyer Assets

Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms

Not applicable

Additional Standards

Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.

Not applicable

Buyer Security Policy

Guidance Note: where the Supplier is required to comply with the Buyer's Security Policy then append to this Order Form below.

Within the scope of the Contract, the Supplier will comply with Baseline Personnel Security Standard / Government Staff Vetting Procedures in respect of all persons who are employed or engaged by the Supplier in provision of this Call-Off Contract prior to each individual beginning work with the Buyer. This is not a security check as such but a package of pre-employment checks covering identity, employment history, nationality/immigration status and criminal records designed to provide a level of assurance. The supplier will show evidences of these security clearances should the Buyer need sight of such evidence at any time.

Buyer ICT Policy

Guidance Note: where the Supplier is required to comply with the Buyer's ICT Policy then append to this Order Form below.

Not applicable

Insurance

Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.

Third Party Public Liability Insurance (£) - £3,000,000 or 125% of contract value whichever is greater

Professional Indemnity Insurance (£) - £3,000,000 or 125% of contract value whichever is greater

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

The Buyer is responsible for the following:

1. The Buyer shall provide the correct software, equipment and connectivity for Supplier personnel to provide the Services on the Start Date.
2. The Buyer will be responsible for providing any information and access to Buyer personnel (and 3rd party supplier personnel) reasonably requested by the Supplier pursuant to the activities set out in this Contract.
3. The Buyer shall provide reasonable support and cooperation to the Supplier.



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

5. The Buyer will ensure that the Supplier resources delivering the services have access when required to equipment, a buyer network account, username/password information to enable the Supplier to deliver the services as defined within this Contract.

6. Documentation provided by the Buyer to the Supplier will be appropriately classified and handled accordingly. In the event that documents to be shared with the Supplier attract a Caveat, Special Handling Instructions, or classification above OFFICIAL then mechanisms for secure transfer and storage will be agreed and implemented between the Buyer and Supplier

Goods

Guidance Note: list any Goods and their prices.

Not applicable

Governance – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	<input checked="" type="checkbox"/>
Part B – Long Form Governance Schedule	<input type="checkbox"/>

The Part selected above shall apply this Contract.

Change Control Procedure – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of change control. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is no requirement to include a complex change control procedure where operational and fast track changes will not be required.

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	<input checked="" type="checkbox"/>
Part B – Long Form Change Control Schedule	<input type="checkbox"/>

The Part selected above shall apply this Contract.



Section D Supplier Response

Commercially Sensitive information

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*

- i) The Charges and any related information (including the breakdown of the Charges and any costs, profits and overhead percentages) relating to the Services.
- ii) The results of any audit, any 'open-book' information derived from any audit.
- iii) All reports containing financial information relating to the provision of the Services.
- iv) The names of Suppliers Key Personnel (if any).
- v) The amounts of any Milestone Payments, Service Levels and Service Credits, Delay Payments (if any).
- vi) Information provided by the Supplier regarding any Financial Distress Event and any Financial Distress Service Continuity Plan relating to the Supplier and/or any Key Sub-Contractor.
- vii) Details of any claims made by Buyer under any indemnity or otherwise under the Contract.
- viii) Trade secrets of the Supplier, any Key Sub-Contractor and their respective third parties, including but not limited to intellectual property rights, service and product information and details, service descriptions and the information therein, statements of works and the information therein, technical and technological information, commercial data, sales methods, delivery methods, ideas, methods, methodologies, processes, techniques, code, source code, formulas, data, strategies, engineering and design plans and drawings, blueprints, customer and supplier lists, business information, financial information, management information and outcome and results from benchmarks and audits.
- ix) Any other confidential information of the Supplier, any Key Sub-Contractor and their respective third parties whose disclosure would, or would be likely to, prejudice the commercial interests of any legal person (including the Supplier, any Key Sub-Contractor or their respective third parties), and any of the information in clause viii which for some reason would not be considered as "trade secret".
- x) Confirmation or denial of holding any information related to clause viii and ix, if doing so would, or would be likely to, prejudice the interests protected in clause viii and ix.
- xi) Personal data.

Section E Contract Award



This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

SIGNATURES

For and on behalf of the Supplier

Name	[Redacted]
Job role/title	Authorised Signatory
Signature	[Redacted]
Date	28/09/23

For and on behalf of the Buyer

Name	[Redacted]
Job role/title	Commercial Lead
Signature	[Redacted]
Date	28/09/23



Attachment 1 – Services Specification

IBM will provide resources to assist with DWP projects and programmes, across multiple skillsets.

The following is the list of focus areas for the supplier resources, the priorities of which may change during the course of the Contract and will be agreed between the Parties.

Architecture Expertise

Design and represent architecture solutions to support DWP in:

- ☐ Implementation of critical new public facing systems (within CFEMS and Searchlight projects)
- ☐ Migration of data and documentation from legacy system to new
- ☐ Continued development of applications to incorporate business critical features.
- ☐ Improving IT infrastructure and delivery of Integration.

Testing and Dev Ops Expertise

Testing and Dev Ops expertise to work within a blended team to support DWP within the Searchlight project. IBM will provide digital capability to support the buyer's delivery objectives, as follows:

- ☐ Work within the Buyer's team, on ways to automate and improve the development, test and release process.
- ☐ Work with the Buyer's team to maintain pipelines
- ☐ Work with the Buyer's team to ensure infrastructure is stood-up is safe and secure aligning with required standards.
- ☐ Contribute to the identification of technical problems and developing fixes for any bugs in relation to the product infrastructure and pipelines.
- ☐ Test planning and execution

These items stated above are the target, but the team will pivot to DWP driven priorities if required as per DWP Product Owner prioritisation as part of the agile delivery.

Deliverables

The Supplier shall provide the following Deliverables to the Buyer as part of the Services:

- Input into Project Design documents as required
- Reviews of key documentation as required
- Input into regular status reporting

The Buyer confirms that it will be deemed to have Accepted the relevant Deliverable on the earlier of: (a) using the Deliverable (other than for carrying out the Acceptance review) or modifying it; or (b) 5 (five) days from the date that the Supplier tells the Buyer that the relevant Deliverable is ready for acceptance.

Assumptions:

- ☐ Services will be provided remotely and not at the Buyer project location. If there is a requirement for Supplier personnel to perform services at a Buyer project location, a budget



for travel and expenses will need to be agreed and included within a Change Request to this Contract.

- If travel expenses are incurred the supplier will invoice DWP for expenses incurred during the performance of this engagement in accordance with the DWP Expense and Travel policies. Expenses include travel, lodging and non-labour costs (including subsistence) in accordance with the agreement between DWP and IBM UK Limited (Version 1 dated 16th March 2022).
- The Buyer project lead will coordinate with all other DWP and other Government Department teams to manage the end-to-end delivery across dependent systems with the Supplier providing support.
- The project priorities will be reviewed and agreed with the Buyer project lead, and deliverables will be subject to change based on priority calls from the Buyer project lead.
- Documentation provided by the Buyer to the Supplier will be appropriately classified and handled accordingly. In the event that assets to be shared with the Supplier attract a Caveat, Special Handling Instructions, or classification above OFFICIAL then mechanisms for secure transfer and storage will be agreed and implemented between the Buyer and Supplier.
- Nothing herein shall prevent the supplier from using for any purpose that experience which is gained by its personnel in providing the deliverables and services, or prevent the Supplier from providing similar deliverables and services to others using the same or different personnel.
- The Supplier is not providing Specially Written Software, COTS Software, Existing IPRs, Third Party IPRs, or COTS or non COTS IPR.

Dependencies:

- Access to all relevant DWP systems and timely on-boarding of the supplier team, aligned with start date of this contract.
- The Buyer will continue to provide access to the necessary dev/test environments for the Supplier team to be able to deliver services outlined above.
- The Buyer will allow access to DWP staff to enable the ongoing support and decision making on priorities.

Supplier Personnel Rate Card for Calculation of Time and Materials Charges

[illegible]

The Payment profile for this Contract is monthly in arrears, reflecting actual Time and Materials expended.

The Supplier will issue Electronic Invoices in accordance with the agreed Payment Profile.

APinvoices-DWP-U@gov.sscl.com

The payment method for this Contract is BACS

Attachment 3 – Governance

The following table describes how supplier performance will be measured with regards to this contract:

Area	Activities	Target	Acceptance Criteria
P2P	Supplier to share up-to-date and accurate MI on actual and forecast spend against contract, within 5 working days of request from buyer Accurate and complete invoices distributed within 28 days of the work being completed	Green RAG status	Review of supplier reports/invoices
Resourcing	All supplier resources performing to the expected standard for the role and level supplied	Green RAG status	Lead Delivery Manager for the DWP to verify
Delivery	Key deliverables achieved in line with the plan (to be agreed by DWP and supplier team on a monthly basis when reviewing the Roadmap) and agreed timescales	Green RAG Status	Status Report reviewed and agreed by buyer's Lead Delivery Manager

Attachment 4 – Schedule of Processing, Personal Data and Data Subjects

This Attachment 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 Schedule shall be with the Buyer at its absolute discretion.

1.1.1.1 The contact details of the Buyer's Data Protection Officer are:

data.protectionofficer@dwp.gov.uk

1.1.1.2 The contact details of the Supplier's Data Protection Officer are:

chiefprivacyoffice@ca.ibm.com

1.1.1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Attachment.

Description	Details
Identity of Controller for each Category of Personal Data	The Authority is Controller and the Supplier is Processor The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data: Not applicable for the scope of this contract
Duration of the processing	Not applicable for the scope of this contract
Nature and purposes of the processing	Not applicable for the scope of this contract
Type of Personal Data	Not applicable for the scope of this contract
Categories of Data Subject	Not applicable for the scope of this contract

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	Not applicable for the scope of this contract
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Annex 1 – Call Off Terms

Please refer to [RM6100 lots 2, 3 and 5 call off terms v3](#) available on the CCS Website.