**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**

**Order Form**

CALL-OFF REFERENCE: Ecm\_12290

CALL-OFF TITLE: DWP SAS Viya Project

CALL-OFF CONTRACT

DESCRIPTION: DWP SAS Viya Project aims to provide the Analytical Community with the smoothest migration from SAS 9.4 to SAS VIYA 4 while understanding their user needs and problems to improve the end-to-end user experience.

THE BUYER: Department for Work and Pensions.

BUYER ADDRESS \*Redacted

THE SUPPLIER: Cognizant Worldwide Limited

SUPPLIER ADDRESS: \*Redacted

REGISTRATION NUMBER: 07195160

DUNS NUMBER: \*Redacted

SID4GOV ID: N/A

# APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 18th November 2024.

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 6 (Key Subcontractors)
		+ 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 4 (Call-Off Tender) - N/A
		+ 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 13 (Implementation Plan and Testing) – Only if identified in a Statement of Work (SOW)
		+ Call-Off Schedule 14B (Service Levels and Balanced Scorecard)
		+ Call-Off Schedule 18 (Background Checks)
		+ Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11) as amended by RM6263 Framework Award Form v1.1Joint Schedule 5 (Corporate Social Responsibility) RM6263
6. Joint Schedule 5 (Corporate Social Responsibility) RM6263

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: 18th November 2024

CALL-OFF EXPIRY DATE: 28th March 2025

CALL-OFF INITIAL PERIOD: 19 weeks

CALL-OFF OPTIONAL

EXTENSION PERIOD: 31 days

MINIMUM NOTICE PERIOD

FOR EXTENSION(S): 1 month

CALL-OFF CONTRACT VALUE: £108,100 ex VAT (£129,720 inc VAT). If the extension is utilised, total contract ceiling value will be £135,125 ex VAT

 MAXIMUM OPTIONAL £27,025 ex VAT

EXTENSION VALUE:

KEY SUB-CONTRACT PRICE: N/A

# CALL-OFF DELIVERABLES

# See Appendix 1, Statement 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:

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.

[dwp-procurement-security-policies-and-standards](https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards)

# 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 £108,100 ex VAT Estimated Charges in the first 12 Months of the Contract.

# CALL-OFF CHARGES

1. Time and Materials (T&M);

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 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

Expenses for travel to / from the agreed base location are included in the Supplier’s day rates specified in Call-Off Schedule 5 (Pricing Details and Expenses Policy).

Expenses incurred for travel to other locations will be made in accordance with the latest DWP Expense and Travel Policy (embedded below) which may change from time to time.

The Supplier will invoice DWP for actual expenses incurred during the performance of this engagement in accordance with the DWP policy. Expenses will include only necessary travel and lodging.

Copies of receipts are to be presented with the relevant invoice.

Subsistence or meal and drink allowance claims are not permitted as DWP deems day rates sufficient to cover such costs.

DWP operates a hybrid working policy with a requirement to work a minimum of 40% of the time in the designated DWP office. However, at this time, we are expecting the Supplier to operate remotely except where required to attend a Hub at the request of the Buyer. The Supplier must align their workers to one of the following hubs for expenses purposes -

* Benton Park View Newcastle
* Quarry House Leeds
* Peel Park Blackpool
* St Peter’s Square, Manchester
* Kings Court, Sheffield
* Caxton House, London or
* Arena Central, Birmingham



# PAYMENT METHOD

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

A PO number will be provided to the Supplier when the record is set up in the Contracting Authority’s Single Operating Platform (SOP).

For any supply of Resource, the Supplier shall be required to provide time sheets to the

Contracting Authority named individual to allow Contracting Authority sign-off and support reconciliation to the invoice charges.

The Buyer will make payment of the invoice within 30 days of receipt of a valid invoice.

# BUYER’S INVOICE ADDRESS:

Invoices should be submitted to:

\*Redacted

Paper invoices should be sent to:

\*Redacted

# BUYER’S AUTHORISED REPRESENTATIVE

# \*Redacted – Head of Commercial

# \*Redacted

# BUYER’S ENVIRONMENTAL POLICY

# The Buyer is committed to a 100% reduction of greenhouse gas emissions and requires the Supplier to demonstrate an organisational commitment to the ‘Net Zero’ target throughout the life of this contract.

# BUYER’S SECURITY POLICY

# 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).

# The Supplier and any of its Sub-contractors, shall not access, process, host or transfer Authority Data outside the United Kingdom without the prior written consent of the Buyer, and where the Buyer gives consent, the Supplier shall comply with any reasonable instructions notified to it by the Buyer in relation to the Buyer Data in question. The provisions set out in this paragraph shall apply to onshore, UK based resources.

# Where the Buyer has given its prior written consent to the Supplier to access, process, host or transfer Buyer Data from premises outside the United Kingdom: -

# the Supplier must notify the Buyer (in so far as they are not prohibited by Law) where any Regulatory Bodies seek to gain or has gained access to such Buyer Data;

# the Supplier shall take all necessary steps in order to prevent any access to, or disclosure of, any Buyer Data to any Regulatory Bodies outside the United Kingdom unless required by Law without any applicable exception or exemption.

#

# The Supplier agrees to the additional Buyer standard clauses in respect of Security Requirements listed below.

#

# Risk Management:

# The Supplier shall and shall procure that any Sub-contractor (as applicable) shall, co-operate with the Buyer in relation to the Buyer’s own risk management processes regarding the Services.

# For the avoidance of doubt, the Supplier shall pay all costs in relation to undertaking any action required to meet the security requirements stipulated in this Statement of Work. Any failure by the Supplier to comply with any security requirements of this Statement of Work, shall constitute a material Default entitling the Buyer to exercise its rights under clause 10.4.1 of the Core Terms.

#

# Security Audit and Assurance:

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

# The Buyer shall schedule regular security governance review meetings which the Supplier shall and shall procure that any Sub-contractor (as applicable) shall, attend.

#

# Security Policies and Standards

# The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the security policies and standards set out in paragraph 4 below.

# 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.

# The Supplier shall and shall procure that any Sub-contractor (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards.

#

# Security Policies and Standards – See BUYER’S STANDARDS

# The Buyer’s security policies are published on:

# [dwp-procurement-security-policies-and-standards](https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards)

# SUPPLIER’S AUTHORISED REPRESENTATIVE

# 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 SUPPLIER STAFF

\*Redacted

# KEY SUBCONTRACTOR(S)

N/A

# COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4 (Commercially Sensitive Information).

# MATERIAL KPIs

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14B (Service Levels and Balanced Scorecard):

|  |  |  |  |
| --- | --- | --- | --- |
| **Material KPIs**  | **Target**  | **Measured by**  | **4** |
|  1 |  Performance | Supplier Staff provided have the necessary knowledge, skills, experience and qualifications are able to deliver to the requires standard. | 98% |
|  2 |  Lead Times | Where Contracting Authority request CVs from the supplier, the supplier shall provide suitable CV’s within 3 workings days. If requested by the Contracting Authority the Supplier shall arrange interviews within 2 working days of the Contracting Authority confirming which CV’s are of interest. | 95% |
| 3 | Reporting  | Quality and accuracy of Management Information Reports received within agreed reporting timescales | 95% |

# 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 Corporate Social Responsibility as set out in Joint Schedule 5 (Corporate Social Responsibility).

# 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: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |

**Appendix 1**

**Statement of Work 1**

|  |
| --- |
| **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:** |  18th November 2024 |
| **SOW Title:** | SAS Viya Project Phase 1 |
| **SOW Reference:** |  SOW01 |

|  |  |
| --- | --- |
| **Call-Off Contract Reference:** |  Ecm\_12290 |
| **Buyer:** |  Department for Work and Pensions |
| **Supplier:** |  Cognizant  |
| **SOW Start Date:** |  18/11/2024 |
| **SOW End Date:** |  28/03/2025 |
| **Duration of SOW:** |  19 weeks |
| **Key Personnel (Buyer)** | \*Redacted |
| **Key Personnel (Supplier)** |  |
| **Subcontractors** |  |

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| --- |
| **2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT** |
| **SOW****Deliverables Background** | DWP is undergoing a transformation to modernise its services. Strategic Modernising Analytical Tooling (SMAT) Migration is looking for some team members to complete a high priority pilot with SAS (the company) to see if their proposal of supplying SAS Viya to DWP as a hosted managed service is the right way for the Dept to go. We’re looking to build a data staging environment that will be used as a pipeline for getting data from the on prem Data Warehouse to a SAS hosted managed service so that one of the teams from the AC can test this environment to ensure it meets their need for providing forecasting for funding from HMT (Treasury) |
| **Delivery phase(s)** | Phase 1 |
| **Overview of Requirement** | Strategic Modernising Analytical Tooling (SMAT) is looking for some team members to complete a high priority pilot with SAS (the company) to see if their proposal of supplying SAS Viya to DWP as a hosted managed service is the right way for the Department to go. |
| **Accountability Models** | *Please tick the Accountability Model(s) that shall be used under this Statement of Work:*Sole Responsibility:☐ Self Directed Team:☐ Rainbow Team: X |

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| **3. BUYER REQUIREMENTS – SOW DELIVERABLES** |
| **Outcome Description** |  BA – * Develop high level Service Design as foundation for future Service Transition work.
* Define good working practice to support team with Guidance, tools and patterns.
* Guidance and Implementation of the Deployment of SAS Viya.
* Analyse and Develop processes for SAS Viya.
* Create and Develop user journey for SAS Viya.
* Creation and Maintenance of up-to-date documentation and Run books.

 Service Design – * Capture and analyse existing processes.
* Deliver User journeys, service maps.
* Requirements analysis.
* Support User Centred Design team with user research with risk and service analysis.
* Map out user journeys, UX requirements and User needs.
* Journey mapping.
 |
| **Milestone Ref** | **Milestone Description** | **Acceptance Criteria** | **Due date** |

|  |  |  |  |
| --- | --- | --- | --- |
| **MS01** | N/A |  |  |
| **MS02** | N/A |  |  |
|  |  |  |  |
|  |  |  |  |
| **Delivery Plan** | To be confirmed between the Buyer and Supplier. |
| **Dependencies** | The Buyer will provide, at no cost to the Supplier: • laptops and necessary devices for Supplier staff to perform the Services• necessary network access, tooling and software and Buyer Assets for Supplier staff to deliver required services • the necessary office space, computers and facilities reasonably required for Supplier Personnel to perform the Services on site at Buyer Premises if required  • Access to the business/user needs already captured/identified in previous research and the assumptions made regarding the problems employers and employees experience. |
| **Supplier Resource Plan** | The provision of resources is in accordance with Section 3 (Buyer Requirements) of this SOW subject to selection and agreement based on Skill and Security requirements. |
| **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) and the Buyer’s Security Policy held within the order form. |
| **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** | As per the Order Form and needs to adhere to Government Digital Service (“GDS”) Standards. |
| **Performance Management** | Monthly and quarterly performance meetings held discussing performance against KPI’s and deliverables (listed in order form and SoW). |
| **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** | As per Order Form |

|  |  |
| --- | --- |
| **Worker Engagement Status** | N/A – all personnel are Cognizant FTEs. |
| **[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:A screenshot of a computer  Description automatically generated |

|  |
| --- |
| **4. CHARGES** |
| **Call Off Contract Charges** | The applicable charging method(s) for this SOW is:Capped Time and MaterialsThe estimated maximum value of this SOW (irrespective of the selected charging method) is £108,100 ex VAT.The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call Off Contract. **INVOICING:** Electronic Invoices (attached to E-Mails) should be sent to: \*RedactedPaper invoices should be sent to:\*RedactedA copy should also be emailed to : \*Redacted |
| **Rate Cards Applicable** |  \*Redacted |
| **Financial Model** | Not applicable – detail in rate card |
| **Reimbursable Expenses** | Please refer to DWP Expense Policy as embedded in the Order Form. |

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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 |

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| Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties: |
| **For and on behalf of the Supplier** |

|  |  |
| --- | --- |
| Name and title |  |
| Date |  |
| Signature |  |

 |
| **For and on behalf of the** |  |
| **Buyer** |

|  |  |
| --- | --- |
| Name and title |  |
| Date |  |
| Signature |  |

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**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:

The table below details Personal Data held on the Buyer’s systems. This is data which could, but for relevant access controls and other technical and organisational measures being implemented by the Buyer, potentially be accessed by the Supplier in certain circumstances. However, for the purposes of the present Services, the Parties agree that the Supplier will not be required to process any Personal Data on behalf of the Buyer. As such, no additional security clearances (such as SC) will be required to be held by Supplier personnel as a result of them processing Personal Data on behalf of the Buyer.

|  |  |
| --- | --- |
| **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:The Buyer acknowledges that the Services will be performed on the Buyer’s: systems, devices and controlled environment and as such the Buyer will implement appropriate technical and organisational measures for ensuring that, only Personal Data which are necessary for each specific purpose of the Services are being processed. The Buyer will implement the following controls; read only access, access controls and logs and encryption at rest.  |
| Duration of the Processing | Duration will be same as the length of the contract which is 18/11/2024 to 28/03/2025.  |
| Nature and purposes of the Processing | The nature of the Processing means access and collation as required to deliver the Services.  |
| Type of Personal Data | Personal Data necessary for the provision of Services which may include: name, address, date of birth, NI number, telephone number, pay, images, biometric data.   |
| Categories of Data Subject | Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website.  |
| Plan for return and destruction of the data once the Processing is completeUNLESS requirement under Union or Member State law to preserve that type of data | The retention and destruction of data will all be undertaken by the current DWP MI Team.  As no data will leave the DWP MI Platform there is no requirement for the supplier to destroy and data.  |