

Digital Specialist and Programmes Framework Order Form and First Statement of Work

Order Form

CALL-OFF REFERENCE:	Contract for the Provision of Service for DWP Management Information (DWP MI) ECM_10516
CALL-OFF TITLE:	DWP MI Service 2023-2024
CALL-OFF CONTRACT DESCRIPTION:	DWP MI Service contract to provide a sustainable and scalable reporting solution using data platforms designed for automation and industrialisation. Contract will support buyers MI Service to deliver reliable management information to support decision makes across the buyer's department.
THE BUYER:	Department for Work and Pensions (DWP)
BUYER ADDRESS	Peel Park Control Centre Brunel Way Blackpool FY4 5ES
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 3rd January 2023.

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

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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):

RM6263 Digital Specialists and Programmes Lot 1 Digital Outcomes

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)
 - 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 8 (Business Continuity and Disaster Recovery) ○ Call-Off Schedule 9 (Security) – PART A
 - Call-Off Schedule 10 (Exit Management) ○ Call-Off Schedule 15 (Call Off Contract Management) ○ Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)

Framework Ref: RM6263

Project Version: v1.0

Model Version: v3.7

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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:	3rd January 2023
CALL-OFF EXPIRY DATE:	31st March 2024
CALL-OFF INITIAL PERIOD:	15 months
CALL-OFF OPTIONAL EXTENSION PERIOD:	3 months and 23 days
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	30 days
CALL-OFF CONTRACT VALUE:	£7,300,000.00 excl VAT and excluding all extension options. There is no obligation to spend under this contract. Commitment to spend will be made with individual Statements of Work
KEY SUB-CONTRACT PRICE:	AmberLabs Ltd not deemed a Key Subcontractor

CALL-OFF DELIVERABLES

The Parties intend to execute the following Statement of Work upon the Start Date:

- a) SOW001 – Delivery of DWP Management Information Service, which shall, upon signature, be incorporated into Appendix 1 to this CallOff 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).

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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, based on the first Statement of Work signed, is £1,246,354.

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 125% 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 (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.

REIMBURSABLE EXPENSES

Any applicable expenses must be agreed as part of the individual Statement of Work (SOW) and will be in line with the Buyer policy on expenses and any travel that incurs expenses will be preapproved by Buyer. If the resource requires hotel accommodation or travel in the execution of their Buyer assignment, Buyer will this travel and accommodation in line with Buyer Travel Policy.

PAYMENT METHOD

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

BUYER'S INVOICE ADDRESS:

Invoices will be sent to:

DWP PO BOX 406 SSCL,

Phoenix House

Framework Ref: RM6263

Project Version: v1.0

Model Version: v3.7

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Celtic Springs Business Park
Newport
NP10 8FZ

Email: - REDACTED

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

REDACTED

REDACTED

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

Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

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.

The Authority shall schedule regular security governance review meetings which the Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, Attend.

The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the Security Policies and Standards set out in Annex 2.

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Notwithstanding the foregoing, the Authority's Security Requirements applicable to the Services may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the Services. Where any such change constitutes a Contract Change, any change in the Authority's Security Requirements resulting from such Contract Change (if any) shall be agreed by the Parties in accordance with the Contract Change Procedure. Where any such Change constitutes an Operational Change, any change in the Authority's Security Requirements resulting from such Operational Change (if any) shall be agreed by the Parties and documented in the relevant Operational Change Confirmation.

The Contractor 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.

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

REDACTED

REDACTED

REDACTED

SUPPLIER'S CONTRACT MANAGER

REDACTED

REDACTED

REDACTED

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

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

KEY SUBCONTRACTOR(S)

Not applicable.

COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4 – Commercially Sensitive Information

BALANCED SCORECARD

The Parties shall use reasonable endeavours to agree a mutually acceptable scorecard within the first month following Contract Start Date for this SOW. **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 CallOff Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (CallOff 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:	30/12/2022	Date:	30/12/2022

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)).

SOW001 – Delivery of DWP Management Information Service

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.

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Date of SOW:	3 rd January 2023
SOW Title:	Delivery of DWP Management Information Service
SOW Reference:	SOW001
Call-Off Contract Reference:	ECM_10516
Buyer:	Department for Work and Pensions (DWP)
Supplier:	Capgemini UK PLC
SOW Start Date:	3 rd January 2023
SOW End Date:	31 st March 2023
Duration of SOW:	3 months
SOW termination Notice period	30 days
Key Personnel (Buyer)	REDACTED
Key Personnel (Supplier)	REDACTED
Subcontractors	AmberLabs Limited Aston House, Cornwall Avenue, London, England, N3 1LF

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT

SOW Deliverables Background	<p>Buyer Management Information (MI) provide a sustainable and scalable reporting solution using data platforms designed for automation and industrialisation. It will provide a common set of reporting services and solutions across data, metrics, and dashboard delivery, which support decision making across multiple/all Buyer lines of business. Buyer MI aims to standardise the approach to producing MI, including technology platforms, patterns, and methods of producing MI whilst simplifying the production of reports, access to and discovery of data. This will support a variety of use cases ranging from 'self-serve' data visualisation to the generation and consumption of pre-canned reports. This SOW will continue this Buyer MI Service from 3rd January 2023 to 31st March 2023 and sets out the ways in which the Supplier will provide its inputs to the Buyer MI project.</p>
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Delivery phase(s)	The Buyer MI Service includes Discovery, Development and Live (Business As Usual ("BAU")).
Overview of Requirement	<p>Supplier to support the Buyer's MI Service to deliver reliable management information in a timely manner to support decision makers across the department. This includes support within the following streams (as outlined in 3. Buyers Requirements – SOW Deliverables: Outcome description):</p> <ol style="list-style-type: none">1. Buyer MI Product Delivery Stream2. Buyer MI Discovery Stream3. Centre of Excellence (CoE) Stream4. Buyer MI Business as Usual (BAU) Stream5. Buyer MI Platform Stream
Accountability Models	<p><i>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</i></p> <p><i>Sole Responsibility:</i> <input type="checkbox"/></p> <p><i>Self Directed Team:</i> <input checked="" type="checkbox"/></p> <p><i>Rainbow Team:</i> <input type="checkbox"/></p>

3. BUYER REQUIREMENTS – SOW DELIVERABLES

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<p>Outcome Description</p>	<p>Definitions:</p> <ol style="list-style-type: none"> 1. “Backlog” means a prioritised list of enhancements or changes to Buyer MI Products that have been through discovery by the Supplier and may be implemented by the Supplier in accordance with this Statement of Work. 2. “Buyer Data Access Layer” means the Buyer team that the Supplier can contact to provide any Buyer MI Product data that it may require in the delivery of the Services. 3. “Buyer MI Platform” means the AWS hosting service procured by the Buyer and upon which the Buyer MI Products are hosted and managed. This excludes the Azure platform which is hosted by a separate Buyer team 4. “Buyer MI Products” means the management information dashboards. 5. “Buyer MI Services” means the Buyer MI Products, Buyer MI Platform and associated processes, which the Supplier supports through and pursuant to this Statement of Work. 6. “Gateway Governance Framework” means the Supplier process for the tracking of Buyer MI Products from discovery to implementation and management. 7. “SoW” means this Statement of Work made pursuant to “Contract for the Provision of Service for DWP Management Information (DWP MI) ECM_10516” <p>Buyer Requirements:</p> <p>The Supplier will provide the Buyer Management Information (MI) Service to the Buyer’s Data and Analytics (D&A) team. The Supplier will progress the following streams on an ongoing basis for the duration of the SoW:</p> <ol style="list-style-type: none"> 1. Buyer MI Product Delivery Stream The Supplier will be responsible for: <ul style="list-style-type: none"> • Continuous Product Delivery Management – ensuring effective continuous delivery through the reporting of delivery progress against Deliverables. The report will set out progress made towards Deliverables and in the provision of Services, including any risks, issues, upcoming or missed Buyer responsibilities, and a forward view of activity. The Parties agree that they shall jointly review the effectiveness and relevance of each report and agree on changes as and when required. • Product development and deployment of iterations of the supported React product (“OpsMI”) to end users via sprint delivery framework, maintaining supporting documentation in Buyer’s Confluence. The Supplier will assess the design and components of OpsMI against general design proposals related to the Services delivered by the Supplier. 2. Buyer MI Discovery Stream <p>The Supplier will undertake initial discovery of Buyer MI Product-related work requests submitted via the Buyer MI Demand Management Forum. The Supplier will assess requests for the duration of the SoW and will document the following within the Buyer’s Confluence using the Gateway Governance Framework:</p> <ul style="list-style-type: none"> • Business context • Requirements • Impact assessment • Project plan • Stakeholder map • Success criteria
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	<p>Where it is agreed between the Parties, the completed assessment of the work request will be translated into a product on the Backlog to be implemented in accordance with paragraph 1 above.</p> <p>The Supplier will also conduct regular review of its processes, templates and approach and deploy improvements where identified and agreed with the Buyer.</p>		
	<p>3. Centre of Excellence (CoE) Stream</p> <p>Based on its observations in delivering its Services, the Supplier will develop standards and approaches to support the wider Buyer MI Service delivery approach. This will comprise the continual development of release management, quality assurance and continuous integration/continuous delivery (CI/CD), along with the full end-to-end product delivery lifecycle.</p> <p>The Supplier will also review and propose enhancements to processes linked to the support of dashboard products being utilised by end users, covering software license management, incident management and user access management. Any changes and improvements proposed as part of the CoE will be implemented within the Buyer MI Service and documented within the Buyer's Confluence.</p>		
	<p>4. Buyer MI Business as Usual (BAU) Stream</p> <p>The Supplier will manage Buyer MI Products deployed to end users throughout the duration of the SoW. This will comprise the following activities:</p> <ul style="list-style-type: none">• Buyer MI Product data refresh as per the agreed data refresh schedule• Processing access management requests for all Buyer MI Products as per the agreed access management policy• Triaging, responding to and resolving incidents for all Buyer MI Products• Provide ad hoc end user and key Buyer stakeholder training for Buyer MI Products <p>The Supplier recognises there may be initiatives to transition selected BAU processes and Buyer MI Products to the Buyer; this will be managed in accordance with the Variation Procedure.</p>		
	<p>5. Buyer MI Platform Stream</p> <p>The Supplier will be responsible for the management and development of the Buyer MI Platform on AWS infrastructure to enable the running of the Buyer MI Service. This comprises:</p> <ul style="list-style-type: none">• Applying the latest updates released by AWS to the AWS Buyer MI Platform• AWS and Qlik monitoring and alerting to identify and resolve possible disruptions to the service in a timely manner• Adherence to all relevant data and information asset management policies• Minimising storage capacity usage within the Buyer MI Platform• Document all Buyer MI Product tactical data solutions within the Buyer's Confluence• Document all Buyer MI Product plans to transition from tactical to strategic data solutions within the Buyer's Confluence• The Buyer's Azure team are responsible for the management, monitoring and alerting requirements for the Azure platform. The Supplier will work with the Buyer's Azure platform team to develop an engagement model to support the Azure platform, but shall not be responsible for providing any such support.		
Deliverable Ref	Deliverable Description	Acceptance Criteria	Due date

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D01	Analysis of development charges for individual components within the Buyer MI Product delivery	<ul style="list-style-type: none"> A document which sets out a breakdown of Buyer MI Product development charges aligned to each Buyer MI Product type (bronze/silver/gold/platinum) Output will be documentation in Confluence and available to Buyer representative (Buyer MI Leadership). <p>Acceptance will be confirmed within 5 Working Days of receipt of Deliverable by the Buyer.</p>	31/3/2023
D02	Development of Dashboard delivery charging model	<ul style="list-style-type: none"> An initial version of a charging model based on the charges applicable to the development and implementation of each completed product from the Backlog Output will be Excel stored in Confluence and available to Buyer representative (Buyer MI Leadership). <p>Acceptance will be confirmed within 5 Working Days of receipt of Deliverable by the Buyer.</p>	31/3/2023
D03	Defined Governance board roles and responsibilities	<ul style="list-style-type: none"> A Word document defining the roles and responsibilities of a Change Acceptance Board (CAB) and/or MI Assurance Board (MIAB) Output will be documentation in Confluence and available to Buyer representative (Buyer MI Leadership). <p>Acceptance will be confirmed within 5 Working Days of receipt of Deliverable by the Buyer.</p>	31/3/2023
D04	Development of incident management tracker	<ul style="list-style-type: none"> Development of an initial iteration of a monitoring dashboard for Buyer MI Product incident management Output will be a dashboard and available to Buyer representative (Buyer MI Leadership). <p>Acceptance will be confirmed within 5 Working Days of receipt of Deliverable by the Buyer.</p>	31/3/2023
D05	Development of a data refresh monitoring tracker	<ul style="list-style-type: none"> Development of an initial iteration of a dashboard for Buyer MI Product data refresh, showing successful and failed refreshes Output will be a dashboard and available to Buyer representative (Buyer MI Leadership). <p>Acceptance will be confirmed within 5 Working Days of receipt of Deliverable by the Buyer.</p>	31/3/2023

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D06	Development of a programme progress tracker	<ul style="list-style-type: none"> Development of an initial iteration of a monitoring dashboard for Buyer MI Service management, tracking and reporting 	31/3/2023
		<ul style="list-style-type: none"> Output will be a dashboard and available to Buyer representative (Buyer MI Leadership). <p>Acceptance will be confirmed within 5 Working Days of receipt of Deliverable by the Buyer.</p>	
D07	Defined roles and responsibilities for Supplier and Buyer BAU team	<ul style="list-style-type: none"> A document defining the roles and responsibilities for Supplier and Buyer BAU teams to support regular management and maintenance of Buyer MI application as per paragraph 4 above. Output will be documentation in Confluence and available to Buyer representative (Buyer MI Leadership). <p>Acceptance will be confirmed within 5 Working Days of receipt of Deliverable by the Buyer.</p>	31/3/2023
D08	Defined monitoring process for Buyer MI Platform	<ul style="list-style-type: none"> Design and document a monitoring process that will enable notification of Buyer MI Platform warnings Output will be documentation in Confluence and available to Buyer representative (Buyer MI Leadership). <p>Acceptance will be confirmed within 5 Working Days of receipt of Deliverable by the Buyer.</p>	31/3/2023
D09	Defined alerting process for Buyer MI Platform	<ul style="list-style-type: none"> Design and document an alerting process that will enable notification of data process failures or successes within the Buyer MI Platform Output will be documentation in Confluence and available to Buyer representative (Buyer MI Leadership). <p>Acceptance will be confirmed within 5 Working Days of receipt of Deliverable by the Buyer.</p>	31/3/2023
D10	Roadmap for integration of Buyer MI Products with the Buyer Data Access Layer service	<ul style="list-style-type: none"> Develop and document a delivery roadmap for how Buyer MI Products will integrate with Buyer Data Access Layer Output will be documentation in Confluence and available to Buyer representative (Buyer MI Leadership). <p>Acceptance will be confirmed within 5 Working Days of receipt of Deliverable by the Buyer.</p>	31/3/2023

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D11	Roadmap for integration of Buyer MI Products with the Buyer Business Glossary and Data Catalogue ("BGDC") service	<ul style="list-style-type: none"> Develop and document a delivery roadmap for how Buyer MI Products will integrate with BGDC Output will be documentation in Confluence and available to Buyer representative (Buyer MI Leadership). <p>Acceptance will be confirmed within 5 Working Days of receipt of Deliverable by the Buyer.</p>	31/3/2023
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Delivery Plan	The delivery requirements, dates and outcomes in this Call-Off Contract may vary in accordance with the Buyer's delivery plans, any changes to the contracted deliverables will be managed in accordance with the Change Control / Variation provisions.		
Dependencies	<ol style="list-style-type: none"> The Buyer shall provide suitable accommodation, building and system access, working environment, software, equipment and connectivity for Supplier personnel to provide the Services. The Buyer will be responsible for providing any information and access to Buyer personnel (and Buyer 3rd party supplier personnel) reasonably requested by the Supplier pursuant to the activities set out in this Call off Contract. The Buyer shall review, approve and prioritise all Supplier's Deliverables and in accordance with the acceptance procedure set out in Schedule 1. The Buyer shall provide reasonable support and co-operation to the Supplier. The Buyer shall provide the Supplier with their product roadmap. The Buyer's product manager shall prioritise the Backlog of Buyer MI Products. The Buyer shall provide the Supplier with a product owner for the ERS solution. The Buyer will review and approve Suppliers "Protective Measures" before Supplier's processes any Buyer personal data under the Call off Contract. 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. The Buyer shall provide all system access, software and licences, equipment and connectivity for Supplier personnel to provide the Services. Reason: Certain activities in providing the Services will require the use of or access to Buyer IT systems and may be governed by IT security policies. The Buyer shall be responsible for all activities relating to, on or regarding the Buyer's Azure platform. 		
Supplier Resource Plan	Existing 31 Full Time Employees (FTE's) will continue to deliver the Buyer MI Service that will continue from the new contract start date of the 3 rd January 2023.		
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). Details of the security clearances that can be held by each member of Supplier Staff is set out in the rate card below.		
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	No SOW Standards shall apply to this SOW over and above those listed herein.		
Performance Management	Not applicable.		

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Additional Requirements	Further to the details in Joint Schedule 11 – Processing Data, the details of Personal Data Processing to be performed by the Supplier as part of this SOW are set out in Annex 1 to this SOW.
Key Supplier Staff	Not applicable.

Worker Engagement Status	The Supplier confirms to the Buyer that the Supplier will deliver the Services using resources who are on Supplier payroll and/or through subcontracts via Buyer-approved Subcontractors with full PAYE and NI deducted for such resources at source in compliance with the Off Payroll Workers Legislation.
[SOW Reporting Requirements:]	Not applicable

4. CHARGES

Call Off Contract Charges	<p>The applicable charging method(s) for this SOW is:</p> <ul style="list-style-type: none">• Time and Materials <p>The estimated maximum value of this SOW (irrespective of the selected charging method) is £1,246,354. The Parties recognise that the actual Charges could be greater or less than this amount based on the actual time and materials and expenses consumed.</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p>
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<p>Rate Cards Applicable</p>	<p>REDACTED</p> <p></p> <p>Attachment 3 - Annex 2 - DWP Trav</p>
<p>Financial Model</p>	<p>REDACTED</p>
	<p>REDACTED</p>

Reimbursable Expenses	<p>The Supplier has assumed that Supplier Staff will be required to perform the Services from both their home locations and Buyer premises (as stated in this Statement of Work). It is assumed that 20% of each member of Supplier Staff's time will be spent at Buyer premises within London (inside the M25), and 80% at home locations. Expenses are included within the rates for time spent at Buyer premises within London (inside the M25) and shall not be chargeable additionally. In the event that the Buyer requires Supplier Staff to travel from their home location to Buyer premises outside of London (outside the M25), then the Supplier shall be entitled to charge the rate for time spent Supplier Staff at their home, plus expenses in accordance with the Buyer Travel and Expenses Policy.</p>						

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	Name and title	REDACTED
	Date Signature	30/12/2022
		REDACTED
For and on behalf of the Buyer	Name and title	REDACTED
	Date	30/12/2022
	Signature	REDACTED

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.

Description	Details
Identity of Controller for each Category of Personal Data	<ul style="list-style-type: none">i. The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:<ul style="list-style-type: none">a. business contact details of Supplier Staff for which the Supplier is the Controller; andb. 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.ii. Buyer shall be a Controller for the purposes of Data Protection Legislation in respect of:<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; andii. members of the public.

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Duration of the Processing	The duration of the Call-Off Contract.
Nature and purposes of the Processing	<p>Supplier Processing</p> <p>Supplier Processing—is as set out broadly in this Call-Off Contract. The parties agree that:</p> <ul style="list-style-type: none">i. 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.ii. Any access for the Supplier to Buyer systems will be limited to Buyer provisioned laptops and approved USB devices.iii. 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	<p>Includes:</p> <ul style="list-style-type: none">i. Contact information (e.g. business e-mail address, telephone number etc.).ii. Employment information (e.g. position, experience or employment history).iii. Identification information (e.g. name, gender, image in communication systems).
Categories of Data Subject	<p>Includes:</p> <ul style="list-style-type: none">i. Any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the Buyer is the Controllerii. Supplier Staff engaged in the performance of the Supplier’s duties under the SoW for which the Supplier is the Controller.
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	Delete or return as directed by the Buyer.

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>
Overview of Requirement	<i>[Insert details including Release Types(s), for example, Adhoc, Inception, Calibration or Delivery].</i>
Accountability Models	<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 type="checkbox"/></p>

3. BUYER REQUIREMENTS – SOW DELIVERABLES			
Outcome Description			
Milestone Ref	Milestone Description	Acceptance Criteria	Due date
MS01			
MS02			
Delivery Plan			
Dependencies			
Supplier Resource Plan			

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Security Applicable to SOW:	<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: [insert if necessary]]</p>														
Cyber Essentials Scheme	<p>The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus for the work undertaken under this SOW, in accordance Certificate with Joint Schedule 13 (Cyber Essentials Scheme).</p>														
SOW Standards	<p>[Insert] any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules))</p>														
Performance Management	<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>														
Additional Requirements	<p>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.</p>														
Key Supplier Staff	<p>[Indicate]: whether there is any requirement to issue a Status Determination statement]</p>														
Worker Engagement Status	<p>[Yes / No] [Insert] details]</p>														
[SOW Reporting Requirements:]	<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

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Call Off Contract Charges	<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 Clause 4 of the Call-Off Contract.</p>
Rate Cards Applicable	<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>
Financial Model	<i>[Supplier to insert its financial model applicable to this SOW]</i>
Reimbursable Expenses	Any expenses charged will be on actuals and will not include any Supplier travel between Suppliers sites. Subsistence will not exceed Buyer 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 Buyer expenses policy. If the Buyer requires a Supplier resource to travel between Buyer sites or HUB locations, Buyer will provide travel and accommodation in line with Buyer Travel policy.

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>The Relevant Authority is Controller and the Supplier is Processor</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"> • [Insert] <i>the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</i> <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p><i>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:</i></p> <ul style="list-style-type: none"> • [Insert] <i>the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</i> <p>The Parties are Joint Controllers</p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • [Insert] <i>the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</i> <p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i>

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	<ul style="list-style-type: none"> <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> [Insert] <i>the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and</i>
	<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>[Guidance] <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>

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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>

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

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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>)