



Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Version 2
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Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Order Form

Call-Off Reference:	DWP Contract Ref: [REDACTED] Digital Marketplace: 16750
Call-Off Title:	DWP Digital Debt Management: Product Design and Development Services
Call-Off Contract Description:	Provision of digital product design and development services to support the transformation of DWP Debt Management and Compensation Recovery systems.
The Buyer:	Department for Work and Pensions
Buyer Address:	Caxton House Tothill Street London SW1H 9NA
The Supplier:	Scrumconnect Ltd
Supplier Address:	56 Kingston road, Staines, Tw18 4nl
Registration Number:	7804221
DUNS Number:	N/A
SID4GOV ID:	N/A

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 1st June 2022

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

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

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

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

Call-Off Lot - Lot 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) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.7
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.7
 - Joint Schedule 12 (Supply Chain Visibility)

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- Call-Off Schedules for RM1043.7
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - Call-Off Schedule 7 (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)
 - Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 25 (Ethical Walls Agreement)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)
- 5 CCS Core Terms (version 3.0.9)
- 6 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

Call-Off Special Terms

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

Special Term 1: Security Audit and Assurance	<p>Call-Off Schedules, Schedule 9 (Security), Part B: Long Form Security Requirements, after paragraph 9, the following paragraphs are inserted:</p> <p>11. SECURITY AUDIT AND ASSURANCE</p> <p>11.1 The Supplier shall and shall procure that any Subcontractor (as applicable) shall, complete the information security questionnaire in the format stipulated by the Buyer (the “Information Security Questionnaire to be provided to the Supplier by the Buyer”) 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.</p> <p>Definitions:</p>
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	<p>A. “Information Security” shall mean:</p> <p>a) the protection and preservation of:</p> <p>i) the confidentiality, integrity and availability of any Buyer’s Assets, the Buyer’s Systems Environment (or any part thereof) and the Supplier’s Systems Environment (or any part thereof);</p> <p>ii) related properties of information including, but not limited to, authenticity, accountability, and non-repudiation; and</p>
<p>Special Term 2:</p> <p>Security Policies and Standard</p> <p>Annex A: Buyer</p>	<p>Call-Off Schedules, Schedule 9 (Security), Part B: Long Form Security Requirements, after paragraph 9, the following paragraphs are inserted:</p> <p>SECURITY POLICIES AND STANDARDS</p> <p>12.1 The Supplier shall and shall procure that any Subcontractor (as applicable) shall, comply with the Security Policies and Standards set out Annex A and B (further names and link to the Annex A set out below).</p> <p>12.2 Notwithstanding the foregoing, the Buyer’s Security Requirements applicable to the Services provided under this Framework 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 Buyer’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 Buyer’s Security Requirements resulting from such Operational Change (if any) shall be agreed by the Parties and documented in the relevant Operational Change Confirmation.</p> <p>12.3 The Supplier shall and shall procure that any Subcontractor (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Buyer’s Security Policies and Standards.</p> <p>ANNEX A: BUYER SECURITY POLICIES AND STANDARDS</p> <p>The Security Policies are published on:</p> <p>https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards unless specified otherwise:</p> <p>a) Acceptable Use Policy</p> <p>b) Information Security Policy</p>

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Security Policies and Standard	<ul style="list-style-type: none"> c) Physical Security Policy d) Information Management Policy e) Email Policy f) Technical Vulnerability Management Policy g) Remote Working Policy h) Social Media Policy i) Forensic Readiness Policy j) SMS Text Policy k) Privileged Users Security Policy l) User Access Control Policy m) Security Classification Policy n) Cryptographic Key Management Policy o) HMG Personnel Security Controls – May 2018 (published on https://www.gov.uk/government/publications/hmg-personnel-security-controls) p) NCSC Secure Sanitisation of Storage Media (published on https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media)
Annex B: Buyer Security	<p>ANNEX B: BUYER SECURITY STANDARDS</p> <p>The Security Standards are published on: https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards:</p> <ul style="list-style-type: none"> a) SS-001 - Part 1 - Access & Authentication Controls b) SS-001 - Part 2 - Privileged User Access Controls c) SS-002 - PKI & Key Management d) SS-003 - Software Development e) SS-005 - Database Management System Security Standard f) SS-006 - Security Boundaries g) SS-007 - Use of Cryptography h) SS-008 - Server Operating System i) SS-009 - Hypervisor j) SS-010 - Desktop Operating System k) SS-011 - Containerisation l) SS-012 - Protective Monitoring Standard for External Use m) SS-013 - Firewall Security n) SS-014 - Security Incident Management o) SS-015 - Malware Protection p) SS-016 - Remote Access q) SS-017 - Mobile Devices r) SS-018 - Network Security Design s) SS-019 - Wireless Network t) SS-022 - Voice & Video Communications u) SS-023 - Cloud Computing

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Standard	v) SS-025 - Virtualisation w) SS-027 - Application Security Testing x) SS-028 - Microservices Architecture y) SS-029 - Securely Serving Web Content z) SS-030 - Oracle Database aa)SS-031 - Domain Management bb)SS-033 – Patching
Special Term 3 Social Value Commitment	<p>The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender) and named below documents:</p> <ol style="list-style-type: none"> 1. DWP Digital Debt Management: Product Design and Development Services. Cultural Fit Reference D1. Written Response – Scrumconnect Ltd  D1-Scrumconnect.p df 1. DWP Digital Debt Management: Product Design and Development Services. Cultural Fit Reference D2. Written Response – Scrumconnect Ltd  D2-Scrumconnect.p df

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Call-Off Start Date:	01/06/2022
Call-Off Expiry Date:	31/05/2024
Call-Off Initial Period:	Twenty-Four (24) Months from Call-Off Start Date.
Call-Off Optional Extension Period:	Up to a maximum period of six (6) Months.
Minimum Notice Period for Extensions:	No less than three (3) Months' written notice before the Contract Expiry Date.
Call-Off Contract Value:	The Buyer's Maximum combined expenditure for all SoW's agreed under this Call-Off Contract is the sum of £3,000,000.00 (three million pounds sterling) exclusive of VAT.

Call-Off Deliverables

See details in Call-Off Schedule 20 (Call-Off Specification)

Call-Off Schedule 2 (Staff Transfer)

Part D and E of the Call-Off Schedule 2 (Staff Transfer) shall apply to this Call-Off Contract.

Buyer's Standards

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

The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a **Cyber Essentials Certificate or 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.

Call-Off Charges

The Buyer will use one or more of the below Charging methods to be specified in the individual Statements of Works that is executed during the Contract Period:

- 1 Capped Time and Materials (CTM)
- 2 Incremental Fixed Price
- 3 Time and Materials (T&M)
- 4 Fixed Price
- 5 A combination of two or more of the above Charging methods

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Reimbursable Expenses	See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)
Payment Method	Payment will be made by BACS 30 (thirty) days following the receipt of valid, undisputed invoice.
Buyer's Invoice Address	Newport SSCL Department for Work and Pensions PO Box 406 Newport NP10 8FZ APinvoices-DWP-U@gov.sscl.com

Buyer's Authorised Representative	
Name	[REDACTED]
Role	[REDACTED]
Phone	[REDACTED]
email address	[REDACTED]
Address	Department for Work & Pensions Peel Park Blackpool FY4 5ES

Buyer's Environmental Policy
Not Required.

Buyer's Security Policy
available online at: DWP procurement: security policies and standards - GOV.UK (www.gov.uk)

Supplier's Authorised Representative	
Name	[REDACTED]
Role	[REDACTED]
Phone	[REDACTED]
email address	[REDACTED]
Address	Scrumconnect 56 Kingston road, Staines, Tw18 4nl

Supplier's Contract Manager	
Name	[REDACTED]
Role	[REDACTED]
Phone	[REDACTED]
email address	[REDACTED]

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Address	Scrumconnect 56 Kingston road, Staines, Tw18 4nl
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Progress Report Frequency	On the last Working Day of each calendar month
Progress Meeting Frequency	Quarterly on the first Working Day of each quarter

Key Staff					
Name	Role	Email address	Contract details	Worker Engagement Route	Status Determination Statement Required
Not Required.					

Key Subcontractor(s)
The Supplier to provide the Buyer with records and details of Key Subcontractor(s) such as registered names, address, telephone number and key contact individual during the Contract Period.

Commercially Sensitive Information	See Joint Schedule 4 (Commercially Sensitive Information)
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Balanced Scorecard	See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
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Material KPIs			
KPI	Service Area	KPI description	Target

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1	Performance	Supplier Staff provided have the necessary knowledge, skills, experience, and qualifications and are able to deliver to the required standard.	98%
2	Lead Times	Where the Contracting Authority request additional capability from the supplier, the supplier shall provide suitably skilled resource within 3 working days.	95%
3	Reporting	Quality and accuracy of Management Information Reports received within agreed reporting timescales	95%

Additional Insurances

Not required

Guarantee

Not required



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:

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Appendix 1 – Executed Statements of Work

SoW: Ref	Date Executed	Title	SOW Start Date	SoW End Date	Total SoW Value	Embedded SoW
[REDACTED] _SOW-01	01/06/2022	Debt Management	01/06/2022	31/08/2022	[REDACTED]	 ecm_ 9863 DWP Digital Debt Manage
[REDACTED] _SOW-02	01/06/2022	Compensation Recovery	01/06/2022	31/08/2022	[REDACTED]	 ecm_ 9863 DWP Digital Debt Manage

Annex 1 (Template Statement of Work)

1 Statement of Works (SOW) Details

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

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

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

Date of SOW:	
SOW Title:	
SOW Reference:	[REDACTED] -SOWnn
Call-Off Reference:	Digital Marketplace: 16750 DWP Contract Ref: [REDACTED]
Buyer:	Department for Work and Pensions
Supplier:	Scrumconnect Limited
SOW Start Date:	
SOW End Date:	
Duration of SOW:	
Key Personnel (Buyer):	
Key Personnel (Supplier):	
Subcontractors:	

2 Call-Off Contract Specification – Deliverables Context	
SOW Deliverables Background:	[Insert details of which elements of the Deliverables this SOW will address]
Delivery phase(s):	[Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live]
Overview of Requirement:	[Insert details including Release Type(s), for example Ad hoc, Inception, Calibration or Delivery]

3 Buyer Requirements – SOW Deliverables	
Outcome Description	

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01			
MS02			

Delivery Plan:

Dependencies:

Supplier Resource Plan:

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).

[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]]

Cyber Essentials Scheme:

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

SOW Standards:

[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules))]

Performance Management:

[Insert details of Material KPIs that have a material impact on Contract performance]

Material KPIs	Target	Measured by

[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]

Additional Requirements:

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

Key Supplier Staff:

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)

[Indicate: whether there is any requirement to issue a Status Determination Statement]

SOW Reporting Requirements:

The Buyer requires a set of service outcomes as set out at Section 3 Buyer Requirements – SOW Deliverables. The service will be delivered via work packages and milestones. Throughout each work package, the defined Outcomes will be delivered in accordance with each work package's respective outcome delivery prioritisation schedule and in accordance with the stated Acceptance Criteria. A Milestone Achievement Certificate will be issued to the supplier upon successful completion and acceptance of a milestone.

4 Charges

Call Off Contract Charges:

The applicable charging method(s) for this SOW is:

- **[Capped Time and Materials]**
- **[Incremental Fixed Price]**
- **[Time and Materials]**
- **[Fixed Price]**
- **[2 or more of the above charging methods]**

[Buyer to select as appropriate for this SOW]

Charges paid by the Buyer under this SOW shall contribute to the volume rebate to be paid by the Supplier as per Call-Off Schedule 5 (Pricing Details and Expenses Policy).

The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].	
Rate Cards Applicable:	2.1.1 - Principle Rate Card – On-Shore
Reimbursable Expenses:	<p>Reimbursable Expenses are capped at £[Insert]</p> <p>Reimbursable Expenses will be charged in accordance with Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)</p>

Resource Profile:

[insert resource profile]

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:	For and on behalf of the Buyer:
Signature:		Signature:
Name:		Name:
Role:		Role:
Date:		Date:

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 the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority] <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier] <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together] <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the Controller, • 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,

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	<ul style="list-style-type: none"> • [Insert the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and 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] <p>[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	<p>[Be as specific as possible, but make sure that you cover all intended purposes.</p> <p>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.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</p>
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
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 etc.]
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	[Describe how long the data will be retained for, how it be returned or destroyed]