

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

Order Form

CALL-OFF REFERENCE:	Ecm11325
CALL-OFF TITLE:	CCBS22A01 - DSP- Pilot Modernising Analytical Tooling (MAT) Team
CALL-OFF CONTRACT DESCRIPTION:	Provision of Augmented Resources to support the Pilot Modernising Analytical Tooling (MAT)
THE BUYER:	Department for Work and Pensions.
BUYER ADDRESS	Caxton House, Tothill Street London Greater London SW1H 9NA England
THE SUPPLIER:	Cognizant Worldwide Limited
SUPPLIER ADDRESS:	1 Kingdom Street, London, W2 6BD
REGISTRATION NUMBER:	FC024125
DUNS NUMBER:	216654505
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 9th October 2023.

It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes Deliverables.

The Parties intend that this Call-Off Contract will not, except for the 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 1 (Definitions)
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility) RM6263
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 13 (Cyber Essentials)
 - Call-Off Schedules for RM6263
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliveries)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 18 (Background Checks)

- Call-Off Schedule 20 (Call-Off Specification)
- 5. CCS Core Terms (version 3.0.11)
- 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:

Call-Off Special Term 1- Framework Special Term 1 – Clause 10.2.2 (Ending the contract without a reason) is amended as follows. “Each Buyer has the right to terminate their Call-Off Contract or any Statement of Work at any time without reason by giving the Supplier not less than: (a) 15 days for a Statement of Work; or (b) 30 days for the Call-Off Contract, written notice and if it’s terminated Clause 10.6 shall apply. Without prejudice to Clause 10.2.3, the Buyer shall have no liability in respect of any costs incurred by the Supplier arising from such termination.”

CALL-OFF START DATE: 09/10/2023

CALL-OFF EXPIRY DATE: 08/04/2024

CALL-OFF INITIAL PERIOD: 6 Months

CALL-OFF OPTIONAL
EXTENSION PERIOD: 1.5 Months

MINIMUM NOTICE PERIOD
FOR EXTENSION(S): 1 Month

CALL-OFF CONTRACT VALUE: £322,560

KEY SUB-CONTRACT PRICE: N/A

CALL-OFF DELIVERABLES

[redacted]

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 as per the Attachment 3 Statement of Requirements section 18:

The Security Policies are published on:

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 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/682812/DWP_procurement_security_policies_and_standards.pdf)

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.

“Each Party’s total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the lesser of; £5 million or 150% of the Estimated Yearly Charges.”

The Estimated initial 6 months contract period Charges used to calculate liability in the initial 6 months contract period is **£322,560**. Estimated Charges in the first 6 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.

if by direct award or if not otherwise used: 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.

Supplier acknowledges that it continues to deliver the above services using personnel who are on your payroll and/or through subcontracts and/or umbrella company with full PAYE and NI deducted for such personnel at source and therefore outside IR35

The Supplier must notify the Buyer if it believes the employment status of the Supplier Staff for tax purposes has changed including in the event of a change to the Services provided under this Call Off Contract. The Buyer shall provide the Supplier with relevant information as the Supplier may ask for from time to time in order to comply with its obligations under the off-payroll workers regulations.

REIMBURSABLE EXPENSES

DWP Expense Policy
[redacted]

PAYMENT METHOD

See details in Call-Off Schedule 20 – Call-Off Specification section 19.

BUYER'S INVOICE ADDRESS:

Invoices should be submitted monthly in arrears to:
[redacted]

BUYER'S AUTHORISED REPRESENTATIVE

[redacted]

BUYER'S ENVIRONMENTAL POLICY

See details in Call-Off Schedule 20 - Call-Off-Specification Section 12.

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_-_SelectionCriteria-Jan22__1_.pdf

BUYER'S SECURITY POLICY

See details in Call-Off Schedule 20 - Call-Off-Specification section 18.

Available online further information can be found here: Security policy framework: protecting government assets – GOV.UK (www.gov.uk)

SUPPLIER'S AUTHORISED REPRESENTATIVE

[redacted]

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 STAFF

Buyer;

To be determined at Statement of Work level

Supplier;

[redacted]

KEY SUBCONTRACTOR(S)

Not Applicable

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):

[redacted]

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The supplier will:-

Demonstrate action to support the health and wellbeing' including physical and mental health, in the contract workforce.

Demonstrate action to identify and manage the risks of modern slavery in the delivery of the contract.

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:	[redacted]
Role:		Role:	
Date:		Date:	

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)).

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:	09/10/2023
SOW Title:	SOW 001- Pilot MAT
SOW Reference:	Ecm11325 – SOW01
Call-Off Contract Reference:	ECM11325
Buyer:	Department for Work and Pensions.
Supplier:	Cognizant
SOW Start Date:	09/10/2023
SOW End Date;	08/04/2024
Duration of SOW:	6 months
Key Personnel (Buyer)	[redacted]
Key Personnel (Supplier)	[redacted]
Subcontractors	The supplier confirms that the contract resource for the Developer roles, will be off payroll workers treated as Inside IR35 rules and employed through an FCSA registered Umbrella Company.

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT

SOW Deliverables Background	<p>DWP is undergoing a transformation to modernise its services. Pilot Modernising Analytical Tooling (MAT) 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.</p> <p>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)</p>
Delivery phase(s)	Phase 1
Overview of Requirement	Pilot Modernising Analytical Tooling (MAT) 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	<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 type="checkbox"/></p> <p><i>Rainbow Team:</i> X</p>

3. BUYER REQUIREMENTS – SOW DELIVERABLES

Outcome Description	<p>roles description</p> <p>[redacted]</p> <p>The number of days deployed are based upon an 80/20% split between the National Home day rate and the national maximum day rate</p>
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Milestone Ref	Milestone Description	Acceptance Criteria	Due date
MS01	N/A	N/A	N/A
MS02	N/A	N/A	N/A
Delivery Plan	To be confirmed between the Authority and Supplier		
Dependencies	To be confirmed between the Authority and Supplier		
Supplier Resource Plan	To be confirmed between the Authority and Supplier		
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 in this SOW:</p> <p>The Supplier agrees to the additional Buyer standard clauses in respect of Security Requirements listed below.</p> <p>1. Risk Management:</p> <ul style="list-style-type: none"> a. 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. b. 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 Contracting Authority to exercise its rights under clause 10.4.1 of the Core Terms. <p>2. Security Audit and Assurance:</p> <ul style="list-style-type: none"> a. 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. 		

	<p>b. The Buyer shall schedule regular security governance review meetings which the Supplier shall and shall procure that any Sub-contractor (as applicable) shall, attend.</p> <p>3. Security Policies and Standards</p> <p>a. 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.</p> <p>b. 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.</p> <p>c. 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.</p> <p>4. Security Policies and Standards</p> <p>a. The Buyer's security policies are published on: DWP procurement: security policies and standards - GOV.UK (www.gov.uk)</p> <p>b. The Supplier will be required to comply with:</p> <ul style="list-style-type: none"> • 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 <p>(published on HMG personnel security controls - GOV.UK (www.gov.uk))</p>
Cyber Security Standards	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 order form and need to adhere to GDS Framework.
Performance Management	As per order form In accordance with the Contract Management provisions (see para 20 – Contract Management), the Contracting Authority and Supplier will jointly review Supplier performance.
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
	[redacted]		
Worker Engagement Status	<p>Yes The provisions set out in the embedded document below shall apply to this SOW.</p> <div data-bbox="387 602 448 665" data-label="Image"> </div> <p>Worker Engagement Status</p> <p>In addition the Supplier shall provide the information set out below to the Buyer and shall comply with the obligations set out below, so that the Buyer can comply with its obligations with regards to the off-payroll working regime. Key Supplier Staff shall mean those individuals identified as Key Supplier Staff in this Statement of Work.”</p> <p>1.1 Key Supplier Staff Name(s)</p> <p>1.2 Start and End date of the Engagement</p> <p>1.3 The contracted Day Rate of the Key Supplier Staff</p> <p>1.4 Worker Engagement Status, i.e. are Key Supplier Staff on payroll and are deductions of PAYE and National Insurance made at source? Yes/No 1.5 If “yes”, fee payer details for each of the Key Supplier Staff (e.g. Supplier PAYE, Agent PAYE, Umbrella Company)</p> <p>The Supplier warrants and undertakes to the Buyer that no Contractor will deliver their services through an Intermediary of that Contractor without the Supplier having first obtained the written consent of the Buyer to such Contractor doing so (such consent being at the absolute discretion of the Buyer)”</p> <p>Supplier acknowledges that it continues to deliver the above services using personnel who are on your payroll and/or through subcontracts and/or umbrella company with full PAYE and NI deducted for such personnel at source and therefore outside IR35</p> <p>The Supplier must notify the Buyer if it believes the employment status of the Supplier Staff for tax purposes has changed including in the event of a change to the Services provided under this Call Off Contract. The Buyer shall provide the Supplier with relevant information as the Supplier may ask for from time to time in order to comply with its obligations under the off-payroll workers regulations.</p>		

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:		
	Ref.	Type of Information	Which Service does this apply to?
	1.	[Resource Data for Annual Report & Accounts]	Required regularity of Submission
	1.1	<p>To support the Contracting Authority in reporting an accurate position in respect of external resources in its Annual Report and Accounts, the following information is required:</p> <ul style="list-style-type: none"> a. Supplier Staff Name(s) b. Start and End date of the Engagement c. The contracted Day Rate of the Supplier Staff d. Is (Are) the Supplier Staff on a payroll and are deductions of PAYE and National Insurance made at source? Yes/No e. If "yes", please provide fee payer details for each of the Supplier Staff (eg, Supplier PAYE, Agent PAYE, Umbrella Company) 	<p>all roles</p> <p>upon reasonable request from the Buyer</p>

4. CHARGES	
Call Off Contract Charges	<p>The applicable charging method(s) for this SOW is:</p> <p>Time and Materials</p> <p>The estimated maximum value of this SOW (irrespective of the selected charging method) is £322,560.00</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p> <p>INVOICING: Electronic Invoices (attached to E-Mails) should be sent to:</p> <p><u>[redacted]</u></p> <p>Paper invoices should be sent to; SSCL, PO Box 406, Phoenix House,</p>

	<p>Celtic Springs, Newport NP10 8FZ</p> <p>A copy should also be emailed to : [redacted]</p>
Rate Cards Applicable	[redacted]
Financial Model	N/A detail in rate card section
Reimbursable Expenses	None

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	

For and on behalf of the Buyer	Name and title	[redacted]
	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:

Description	Details
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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 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:</p> <p>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.</p>
Duration of the Processing	Duration will be same as the length of the contract which is currently 6 months.
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 complete	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.

UNLESS requirement under Union or Member State law to preserve that type of data	
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