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

Order Form

CALL-OFF REFERENCE:	ECM11494
CALL-OFF TITLE:	Specialist DDaT Resources Digital Services, Retirement, Bereavement, Care and Product Professions and Appeals and Supporting Capabilities
CALL-OFF CONTRACT DESCRIPTION:	Highly skilled DDaT resources across a wide range of role types, with expertise and experience in delivering the types of digital transformation we have on our delivery portfolio.
THE BUYER:	Department for Works and Pensions
	Caxton House, Tothill Street, London, SW1H 9NA
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 1st November 2023. - REDACTED TEXT under FOIA Section 40

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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):

Lot 2 – Digital Specialists

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 Not Applicable
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 Not Applicable
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)* see below
 - 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) The Parties agree that the only obligation set out in paragraph 2.2 are relevant to this Call-Off Contract and paragraph 6.1 shall not apply.
 - Call-Off Schedule 9 (Security) Part A Short Form
 - Call-Off Schedule 10 (Exit Management) The Parties agree that only the obligations set out in paragraph 4.1 are relevant to this Call-Off Contract and paragraph 4.4 shall not apply.
 - Call-Off Schedule 13 (Implementation Plan and Testing) The Parties agree this is not relevant to the Service being contracted as part of this Call-Off Contract.
 - Call-Off Schedule 14B (Service Levels and Balanced Scorecard)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 25 (Ethical Walls Agreement)
 - Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6263

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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.

* As per paragraph 2.4 of Schedule 12 (Supply Chain Visibility) the Buyer has given their prior approval that Sub-Contract opportunities are not required to be advertised by the Supplier on Contracts Finder for the following Subcontractors:
- Amber Labs Ltd incorporated, Aston House, Cornwall Avenue, London, England, N3 1LF;
- Ten 10, Upper Ground Floor, West Wing The Hop Exchange 26 Southwark Street London, SE1 1TU.; - Experis, 6 New Bridge Street, London, EC4V 6AB;
- Jumar, Jumar House, Pinewood Business Park, Coleshill Rd, Marston Green, Birmingham B37 7HG; - LA International, International House, Festival Wy., Stoke-on-Trent ST1 5UB.

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

Special Term 1

"Start Date" to be amended in Joint Schedule 1 (Definitions) as follows:

In the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form which shall be the latter of :

- (a) the date of start of a Call-Off Contract as stated in the Order Form; and
- (b) the date on which the first Statement of Work under the relevant Call-Off Contract is executed; and in the case of a Statement of Work, the date specified in that Statement of Work.

Special Term 2

A new Clause 10.2.3 shall be added to the Core Terms:

10.2.3 Each Buyer has the right to terminate a Statement of Work at any time without reason by giving the Supplier not less than 30 days' written notice.

CALL-OFF START DATE:	1 st November 2023
CALL-OFF EXPIRY DATE:	31 st October 2025
CALL-OFF INITIAL PERIOD:	2 Years
CALL-OFF OPTIONAL EXTENSION PERIOD:	6 Months
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	3 Months
CALL-OFF CONTRACT VALUE:	£9,391,109 (ex VAT) £11,269,331 (inc VAT)
KEY SUB-CONTRACT PRICE:	n/a

CALL-OFF DELIVERABLES

The call-off deliverables will be determined in each Statement of Work (SOW). See Annex 1.

The Supplier shall provide digital resources through Supplier teams on a time and materials basis for the term and upon the deliverables set out in a Statement of Work (in the form specified in this Call-Off Contract). If any Supplier resources are not employees of the Supplier, off-payroll working rules (OPR) will apply in respect of the Supplier resources.

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 pre-approved Subcontractors with full PAYE and NI deducted for such resources at source and therefore outside of IR35 so as not to breach the terms of the Framework Agreement.

The parties agree the following to ensure the appropriate treatment of and compliance with OPR.
The Parties intend to execute separate Statements of Work which shall, upon their respective signatures, be incorporated into Annex 1 to this Call-Off Contract and include the associated Deliverables.
The Parties may execute further Statements of Work in accordance with "Statement of Works" below.

Below is an example set of roles that the Supplier may be requested to provide over the Term of the Call-Off Contract which is subject to agreement between the Parties in each Statement of Work:

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Attachment 4 - Pricin

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:

[DWP procurement: security policies and standards - GOV.UK \(www.gov.uk\)](https://www.gov.uk/dwp-procurement-security-policies-and-standards)

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

The Supplier shall ensure that the Supplier Staff are provided copies of the above policies and required to comply with those policies whilst working under a Statement of Work.

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 is £2,817,332 Estimated Charges in the first 12 Months of the Contract.

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 REDACTED FOI section 43 Commercial Interests of the Yearly Charges unless specified in the Call-Off Order Form."

CALL-OFF CHARGES

The Buyer will use Time and Materials (T&M) as the charging method under this Statement of Work.

See details in Call-Off Schedule 5 (Pricing Details)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

REIMBURSABLE EXPENSES

See details in Annex 2 of Attachment 3 – Statement of Requirements. For ease of reference, the appropriate content is set out below:

Whilst the SOW Deliverables will primarily be delivered remotely, the parties agree that there will be times during an SOW where the project requires their delivery teams to collaborate at an Authority hub site in order to progress the SOW Deliverables. Where prior agreed, the Supplier Staff will travel to and from the Authority specified hub site (Benton Park View, Newcastle) at no additional cost to the Authority. However, where

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the project requires Supplier Staff to travel to another location, such travel will be prior agreed between the Supplier and the Authority, and the costs of travel will be payable by the Authority.

Any trips must be approved in advance by the Authority; failure to do so will result in the Authority rejecting any costs invoiced.

Supplier Staff are expected to book travel independently of the Authority at the most cost-effective rate and in accordance with the Authority's own internal travel policy:

Retirement:

REDACTED TEXT under FOIA Section 40

DWP Expense Policy:



DWP Supplier

Travel Policy - Jan 23

PAYMENT METHOD

See details in Attachment 3 – Statement of Requirements section 19. For ease of reference, the appropriate content is set out below:

A PO number will be provided to the Supplier upon signature of this Call Off Contract, when the record is set up in the Authority's Single Operating Platform (SOP).

The Buyer will confirm acceptance of the Services undertaken by the Supplier (where the work undertaken is considered satisfactory) at such intervals as set out in the Statement of Work. The Buyer and the Supplier shall review the Services at the end of each interval specified in such format as required in the Statement of Work.

BUYER'S INVOICE ADDRESS:

Invoices will be sent to:

REDACTED TEXT under FOIA Section 40

Invoices should be submitted monthly in arrears to: REDACTED TEXT under FOIA Section 40

.

The applicable charging method is Time and Materials.

A copy invoice should also be emailed to the REDACTED TEXT under FOIA Section 40 and the Authority named individual:

Retirement:

REDACTED TEXT under FOIA Section 40

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs, a valid PO reference.

BUYER'S AUTHORISED REPRESENTATIVE

Retirement:

REDACTED TEXT under FOIA Section 40

BUYER'S ENVIRONMENTAL POLICY

See details in Attachment 3 – Statement of Requirements section 12. For ease of reference, the appropriate content is set out below: Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2021 Framework Ref: RM6263 Project Version: v1.0 7 Model Version: v3.7 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 Attachment 3 – Statement of Requirements section 18.

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Buyer's Security Policy is as set out in each Statement of Work.

The following shall apply where the Services to be performed by the Supplier are delivered using Supplier resource within a rainbow team. The Supplier Staff will use Buyer supplied equipment eg: laptop and will use Buyer supplied environments and repositories. Therefore, the Buyer acknowledges that the requirements for the Supplier to provide, or update, a Security Management Plan as detailed in Call-Off Schedule 9 (Security) are not required for this Call-off Contract.
Any change to this arrangement will be subject to a change to this Call-Off Contract in accordance with the Variation process.

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40

SUPPLIER'S CONTRACT MANAGER

REDACTED TEXT under FOIA Section 40

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month.

PROGRESS MEETING FREQUENCY

This frequency of this meeting will be agreed by the Parties.

KEY STAFF

Not Applicable

Worker Engagement Status will be inside IR35.

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Please refer to Joint Schedule 4 - Commercially Sensitive Information

BALANCED SCORECARD

See Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

MATERIAL KPIS

KPI	KPI Description	Target
1	CVs provided for Supplier staff demonstrate the necessary knowledge, skills, experience & qualifications for the resource to deliver to the required DDaT Role and SFIA level.	93.3%
2	Where buyer requests CV's from the Supplier, the Supplier shall supply CV's within 10 working days.	93.3%
3	Within 2 Working Days of the Buyer confirming which CV's are of interest, the Supplier shall confirm the interview availability dates of the potential candidate within 2 Working Days.	90.0%
4	The accuracy of Invoices in relation to resource working times/days.	95.0%

SERVICE CREDITS

Not Applicable

ADDITIONAL INSURANCES

Not Applicable

GUARANTEE

Not Applicable

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SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender).

The Supplier will at the Buyer's request:

- Their commitment to the Social Value as detailed in their bid documents.
- Their Carbon Reduction Plan.
- Whether they are taking active steps to reduce Green House Gas Emissions.
- Provide details of the social value initiatives they intend to introduce in line with this contract too support citizens of post State pensions age (e.g MAC 2.3 Education and Training).

Social Value progress will be monitored on a quarterly basis. Supplier to produce and provide the relevant reports and evidence.

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 TEXT under FOIA Section 40	Signature:	REDACTED TEXT under FOIA Section 40
Name:	REDACTED TEXT under FOIA Section 40	Name:	REDACTED TEXT under FOIA Section 40
Role:	REDACTED TEXT under FOIA Section 40	Role:	REDACTED TEXT under FOIA Section 40
Date:	30/10/2023	Date:	30 th October 2023

Appendix 1

Annex 1 (Template Statement of Work)

The first Statement(s) of Works shall be inserted into this Annex 1 as part of the executed Call-Off 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 Call-Off Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules).

Each executed Statement of Work shall be inserted into this Annex 1 in chronology.

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>

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Date of SOW:	23 rd October 2023
SOW Title:	SOW1 Retirement Services
SOW Reference:	SOW001

Call-Off Contract Reference:	ECM 11494
Buyer:	Department for Work and Pensions
Supplier:	Capgemini UK Plc
SOW Start Date:	1 st November 2023
SOW End Date:	31 st October 2024
Duration of SOW:	1 year
Service Period	Means each Month from the SOW Start Date.
Key Personnel (Buyer)	REDACTED TEXT under FOIA Section 40
Key Personnel (Supplier)	N/A
Subcontractors	REDACTED REDACTED TEXT under FOIA Section 40 TEXT under FOIA Section 40 REDACTED REDACTED TEXT under FOIA Section 40 TEXT under FOIA Section 40 REDACTED REDACTED TEXT under FOIA Section 40 TEXT under FOIA Section 40

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT

SOW Deliverables Background	Please refer to Call-Off schedule 20 – Call-Off Specification v1.0
Delivery phase(s)	NA

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Overview of Requirement	<p>These roles are to support the Digital business plan outcomes across the following services:</p> <p>Plan Your Retirement Service; Get Your State Pension Service; Manage Your Pension Credit; Seasonal Payments; and additionally, any new work may be added during the life of this contract.</p> <p>Please also refer to Call-off schedule 20 - Call-off Specification v1.0</p>
Accountability Models	Rainbow

3. BUYER REQUIREMENTS – SOW DELIVERABLES							
Outcome Description	<p>The Supplier shall provide Supplier Staff to work in a Rainbow Team, on a Time and Materials basis, under the direction of the Buyer, for the period of time specified in this Statement of Work.</p> <p>The Services will be performed at the Buyers premises in Benton Park View, Newcastle or remotely. Travel to other locations outside of Benton Park will be subject to agreement between the Parties, with expenses.</p> <p>The table below shows the Supplier's resources profile as at the Effective Date of this Statement of Work.</p> <p>Resource Table:</p>						
	DDAT Role	QTY	SFIA	Clearance	Location	Estimated Days	Day Rate
	Business Analyst	1	REDACTED - Section 43 commercial interests	BPSS	Benton Park View	247	REDACTED - Commercially Sensitive
	Business Analyst	1	REDACTED - Section 43 commercial interests	BPSS	Benton Park View	247	REDACTED - Commercially Sensitive
	Data Analyst	5	REDACTED - Section 43 commercial interests	BPSS	Benton Park View	1132	REDACTED - Commercially Sensitive
	Data Engineer	5	REDACTED - Section 43 commercial interests	BPSS	Benton Park View	1235	REDACTED - Commercially Sensitive
	Delivery Manager	1	REDACTED - Section 43	BPSS	Benton Park View	247	REDACTED - Commercially Sensitive

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			commercial interests					
	Product Manager	1	REDACTED - Section 43 commercial interests	BPSS	Benton Park View	247	REDACTED – Commercially Sensitive	REDACTED – Commercially Sensitive
	Quality Assurance Analyst	1	REDACTED - Section 43 commercial interests	BPSS	Benton Park View	247	REDACTED – Commercially Sensitive	REDACTED – Commercially Sensitive
	Software Engineer	1	REDACTED - Section 43 commercial interests	BPSS	Benton Park View	247	REDACTED – Commercially Sensitive	REDACTED – Commercially Sensitive
	User Researcher	2	REDACTED - Section 43 commercial interests	BPSS	Benton Park View	494	REDACTED – Commercially Sensitive	REDACTED – Commercially Sensitive
	Total	18					Total (excl VAT)	£3,517,368

	<p>The applicable charging method is Time and Materials. The estimated maximum value of this SOW is £3,517,368 (excl. VAT). The number of units indicated are the maximum units available in the period and takes no account of any absence days agreed between the Parties (for example holidays) or beyond the reasonable control of the Supplier, including but not limited to sickness, absence and resignation.</p> <p>Charges for Time and Materials will be based on actuals and are exclusive of VAT. Resources will be charged the 'Home' rate when working fully remotely and the 'National Maximum' rate when working in a DWP office location. This will be detailed on the monthly invoice for each resource.</p>							
Milestone Ref	<p>Milestones are not applicable for this SOW.</p> <p>This is a Statement of Work for Supplier Staff under a Rainbow Team model as set out above.</p>							

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Delivery Plan	Not applicable – Rainbow Team delivery model.
Dependencies	<p>1. The Buyer will provide access to all relevant Buyer systems, software, equipment, connectivity and timely on-boarding of the Supplier team, aligned with the Commencement Date of this Statement of Work.</p> <p>2. The Buyer shall provide the Supplier with access to work completed to date to enable Supplier upskilling/knowledge transfer.</p> <p>3. 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.</p> <p>4. The Buyer shall advise the Supplier of any specific legal and regulatory requirements that are specific to the Buyer and/or CCS to which the Supplier must be aware of to enable it to provide the Services.</p> <p>5. The Buyer shall provide of any input materials, tools and access to key Buyer resource as required that deliverables or activities may be dependent / based on.</p> <p>6. The Buyer will ensure that individuals taking part in any user research are provided with and have signed a personal data 'consent form' which will be used to gather consent for use of their personal data. The Buyer shall ensure that the consent form provides appropriate links/sign-posting to the Buyer's privacy notices whether on a website, intranet, employee handbook or other location.</p>
Supplier Resource Plan	Not Applicable

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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>The Supplier agrees to the additional Buyer standard clauses in respect of Security Requirements listed below.</p> <p>1. Risk Management:</p> <p>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.</p> <p>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> <p>2. Security Audit and Assurance:</p> <p>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> <p>b. The Buyer shall schedule regular security governance review meetings which the Supplier 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 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 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 the following as they exist at the Commencement Date:</p> <ul style="list-style-type: none"> • Acceptable Use Policy
	<ul style="list-style-type: none"> • 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 (published on HMG personnel security controls - GOV.UK (www.gov.uk) (www.gov.uk) v1.0
Cyber Essentials Scheme	<p>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).</p>

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SOW Standards	<p>The Supplier Staff must have the necessary knowledge, skills, experience and qualifications to meet the Digital, Data and Technology Profession Capability Framework standards: Digital, Data and Technology Profession Capability Framework - Capability Framework (ddatcapabilityframework.service.gov.uk)</p> <p>Supplier Staff will also need to have experience of the technologies used by the Contracting Authority as detailed in the Buyer technical stack attached under Annex 1 of Call-off schedule 20 - Call-off Specification v1.0</p>			
Performance Management				
	KPI	Service Area	KPI Description	Target
	1	Skills	CVs provided for Supplier staff demonstrate the necessary knowledge, skills, experience & qualifications for the resource to deliver to the required DDaT Role and SFIA level.	93.3%
	2	CV Lead Time	Where buyer requests CV's from the Supplier, the Supplier shall supply CV's within 10 working days.	93.3%
	3	Interview Availability Lead Time	Within 2 Working Days of the Buyer confirming which CV's are of interest, the Supplier shall confirm the interview availability dates of the potential candidate within 2 Working Days.	90.0%
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	N/A			

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Worker Engagement Status	<p>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 pre-approved Subcontractors with full PAYE and NI deducted for such resources at source and therefore outside of IR35 so as not to breach the terms of the Framework Agreement.</p> <p>The provisions set out in the embedded document below shall apply to this SOW:</p> <div data-bbox="349 611 392 656" data-label="Image"> </div> <p>Off payroll working rules.docx</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.</p> <p>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) 1.2 Start and End date of the Engagement 1.3 The contracted Day Rate of the Key Supplier Staff 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>																
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 the Requirement apply to?</th><th>Required regularity of Submission</th></tr> </thead> <tbody> <tr> <td>1.</td><td>SOW Charges Report</td><td></td><td></td></tr> <tr> <td>1.1</td><td>Detailed breakdown of actual and forecast charges against each Statement of Work</td><td>SOW001</td><td>By the 10th of each month.</td></tr> <tr> <td></td><td></td><td></td><td></td></tr> </tbody> </table>	Ref	Type of Information	Which Services does the Requirement apply to?	Required regularity of Submission	1.	SOW Charges Report			1.1	Detailed breakdown of actual and forecast charges against each Statement of Work	SOW001	By the 10 th of each month.				
Ref	Type of Information	Which Services does the Requirement apply to?	Required regularity of Submission														
1.	SOW Charges Report																
1.1	Detailed breakdown of actual and forecast charges against each Statement of Work	SOW001	By the 10 th of each month.														

4. CHARGES

**Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright
2021**

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 £3,517,368 (excl VAT).</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:</p> <p>Electronic Invoices (attached to E-Mails) should be sent to: REDACTED TEXT under FOIA Section 40</p> <p>Paper invoices should be sent to: REDACTED TEXT under FOIA Section 40</p> <p>A copy should also be emailed to: REDACTED TEXT under FOIA Section 40</p>
Rate Cards Applicable	Please refer to Call-off schedule 20 - Call-off Specification v1.0
Financial Model	Time and Materials
Reimbursable Expenses	<p>Please refer to Call-off schedule 20 - Call-off Specification v1.0.</p> <p>For ease of reference, the appropriate content is set out below:</p> <p>Whilst the SOW Deliverables will primarily be delivered remotely, the parties agree that there will be times during an SOW where the project requires their delivery teams to collaborate at an Authority hub site in order to progress the SOW Deliverables. Where prior agreed, the Supplier Staff will travel to and from the Authority specified hub site (Benton Park View, Newcastle) at no additional cost to the Authority. However, where the project requires Supplier Staff to travel to another location, such travel will be prior agreed between the Supplier and the Authority, and the costs of travel will be payable by the Authority.</p> <p>Any trips must be approved in advance by the Authority; failure to do so will result in the Authority rejecting any costs invoiced.</p> <p>Supplier Staff are expected to book travel independently of the Authority at the most cost-effective rate and in accordance with the Authority's own internal travel policy: Retirement: REDACTED TEXT under FOIA Section 40</p>

5. SIGNATURES AND APPROVALS

Framework Ref: RM6263
Project Version: v1.0
Model Version: v3.7

**Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright
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Agreement of this SOW BY SIGNING this Statement of Work incorporated into the Call-Off Contract		
	k, the Parties agree	that it shall be incorporated into Appendix 1 of the Order Form and be legally binding on the Parties:

For and on behalf of the Supplier	Name and title	REDACTED TEXT under FOIA Section 40	
	Date	30/10/2023	
	Signature		
For and on behalf of the Buyer		REDACTED TEXT under FOIA Section 40	
	Name and title	REDACTED TEXT under FOIA Section 40	
	Date	30 th October 2023	
	Signature		
		REDACTED TEXT under FOIA Section 40	

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:	23 rd October 2023
SOW Title:	SOW 2 Bereavement and Care
SOW Reference:	SOW002
Call-Off Contract Reference:	ECM 11494

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Buyer:	Department for Work and Pensions
Supplier:	Capgemini UK Plc
SOW Start Date:	1 st November 2023
SOW End Date:	31 st October 2024
Duration of SOW:	1 year
Service Period	Means each Month from the SOW Start Date.
Key Personnel (Buyer)	REDACTED TEXT under FOIA Section 40
Key Personnel (Supplier)	N/A
Subcontractors	<ol style="list-style-type: none"> 1. REDACTED TEXT under FOIA Section 40 2. REDACTED TEXT under FOIA Section 40 3. REDACTED TEXT under FOIA Section 40

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT	
SOW Deliverables Background	Please refer to Call-Off schedule 20 – Call-Off Specification v1.0
Delivery phase(s)	NA
Overview of Requirement	<p>These roles are to support the Digital business plan outcomes across all Bereavement and Care Services and additionally any new work may be added during the life of this contract.</p> <p>Please also refer to Call-off schedule 20 - Call-off Specification v1.0</p>
	Rainbow

Accountability Models	
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3. BUYER REQUIREMENTS – SOW DELIVERABLES

	<p>This is a 24-month Contract that provides Resources in support of the Digital Services – Bereavement and Care Services</p> <p>Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright</p> <p>The Supplier shall provide Supplier Staff to work in a Rainbow Team, on a Time and Materials basis, under the direction of the Buyer, for the period of time specified in this Statement of Work.</p> <p>The Services will be performed at the Buyers premises in Benton Park View, Newcastle or remotely. Travel to other locations outside of Benton Park will be subject to agreement between the Parties, with expenses.</p> <p>The table below shows the Supplier's resources profile as at the Effective Date of this Statement of Work.</p> <p>The supplier is required to provide specific resources to support the development of new systems and all existing systems, which cover a range of new, legacy and small systems. For Example: Capture Information about a death, CACS-R , Attendance Allowance on-line application.</p>							
	DDAT Role	QTY	SFIA	Clearance	Location	Estimate d Days	Day Rate	Total
	Content Designer	1	REDACTED - Section 43 commercial interests	BPSS	Benton Park View	247	REDACTED – Commercially Sensitive	REDACTED – Commercially Sensitive
	Delivery Manager	2	REDACTED - Section 43 commercial interests	BPSS	Benton Park View	494	REDACTED – Commercially Sensitive	REDACTED – Commercially Sensitive
	Interaction Designer	1	REDACTED - Section 43 commercial interests	BPSS	Benton Park View	247	REDACTED – Commercially Sensitive	REDACTED – Commercially Sensitive
	Quality Assurance Analyst	3	REDACTED - Section 43 commercial interests	BPSS	Benton Park View	741	REDACTED – Commercially Sensitive	REDACTED – Commercially Sensitive
	Quality Assurance Analyst	1	REDACTED - Section 43 commercial interests	BPSS	Benton Park View	247	REDACTED – Commercially Sensitive	REDACTED – Commercially Sensitive
	Software Engineer	2	REDACTED - Section 43 commercial interests	BPSS	Benton Park View	494	REDACTED – Commercially Sensitive	REDACTED – Commercially Sensitive

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2021

	<div> <div>User</div> <div>Benton</div> </div> <div> <div>Research</div> <div>1 REDACTED - Section 43 commercial interests</div> <div>BPSS</div> <div>Park</div> </div> <div> <div>247 REDACTED – Commercially Sensitive</div> <div>REDACTED – Commercially Sensitive</div> <div>er</div> <div>View</div> </div>			
	<div> <div>Totals</div> <div>11</div> <div>Total (excl VAT)</div> <div>£1,955,746</div> </div>			
	<p>The applicable charging method is Time and Materials. The estimated maximum value of this SOW is £1,955,746 (excl. VAT). The number of units indicated are the maximum units available in the period and takes no account of any absence days agreed between the Parties (for example holidays) or beyond the reasonable control of the Supplier, including but not limited to sickness, absence and resignation.</p> <p>Charges for Time and Materials will be based on actuals and are exclusive of VAT. Resources will be charged the 'Home' rate when working fully remotely and the 'National Maximum' rate when working in a DWP office location. This will be detailed on the monthly invoice for each resource.</p>			
Milestone Ref	<p>Milestones are not applicable for this SOW.</p> <p>This is a Statement of Work for Supplier Staff under a Rainbow Team model as set out above.</p>			
Delivery Plan	Not applicable – Rainbow Team delivery model.			
Dependencies	<ol style="list-style-type: none"> The Buyer will provide access to all relevant Buyer systems, software, equipment, connectivity and timely on-boarding of the Supplier team, aligned with the Commencement Date of this Statement of Work. The Buyer shall provide the Supplier with access to work completed to date to enable Supplier upskilling/knowledge transfer. 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. 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 of any input materials, tools and access to key Buyer resource as required that deliverables or activities may be dependent / based on. The Buyer will ensure that individuals taking part in any user research are provided with and have signed a personal data 'consent form' which will be used to gather consent for use of their personal data. The Buyer shall ensure that the consent form provides appropriate links/sign-posting to the Buyer's privacy notices whether on a website, intranet, employee handbook or other location. 			
Supplier Resource Plan	Not Applicable			

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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>The Supplier agrees to the additional Buyer standard clauses in respect of Security Requirements listed below.</p> <p>1. Risk Management:</p> <p>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.</p> <p>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> <p>2. Security Audit and Assurance:</p> <p>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> <p>b. The Buyer shall schedule regular security governance review meetings which the Supplier 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 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 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 the following as they exist at the Commencement Date:</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 (published on HMG personnel security controls - GOV.UK (www.gov.uk) (www.gov.uk) v1.0
Cyber Essentials Scheme	<p>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).</p>

**Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright
2021**

SOW Standards	<p>The Supplier Staff must have the necessary knowledge, skills, experience and qualifications to meet the Digital, Data and Technology Profession Capability Framework standards:</p> <p>Digital, Data and Technology Profession Capability Framework - Capability Framework (ddatcapabilityframework.service.gov.uk)</p> <p>Supplier Staff will also need to have experience of the technologies used by the Contracting Authority as detailed in the Buyer technical stack attached under Annex 1 of Call-off schedule 20 - Call-off Specification v1.0</p>			
Performance Management				
	KPI	Service Area	KPI Description	Target
	1	Skills	CVs provided for Supplier staff demonstrate the necessary knowledge, skills, experience & qualifications for the resource to deliver to the required DDaT Role and SFIA level.	93.3%
	2	CV Lead Time	Where buyer requests CV's from the Supplier, the Supplier shall supply CV's within 10 working days.	93.3%
	3	Interview Availability Lead Time	Within 2 Working Days of the Buyer confirming which CV's are of interest, the Supplier shall confirm the interview availability dates of the potential candidate within 2 Working Days.	90%
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	NA			

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2021**

Worker Engagement Status	<p>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 pre-approved Subcontractors with full PAYE and NI deducted for such resources at source and therefore outside of IR35 so as not to breach the terms of the Framework Agreement.</p> <p>The provisions set out in the embedded document below shall apply to this SOW:</p> <div data-bbox="349 640 394 687" data-label="Image"> </div> <p>Off payroll working rules.docx</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.</p> <p>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) 1.2 Start and End date of the Engagement 1.3 The contracted Day Rate of the Key Supplier Staff 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>																
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 data-bbox="298 1189 477 1249">Ref</th><th data-bbox="477 1189 665 1249">Type of Information</th><th data-bbox="665 1189 852 1249">Which Services does the Requirement apply to?</th><th data-bbox="852 1189 1032 1249">Required regularity of Submission</th></tr> </thead> <tbody> <tr> <td data-bbox="298 1249 477 1272">1.</td><td data-bbox="477 1249 665 1272">SOW Charges Report</td><td data-bbox="665 1249 852 1272"></td><td data-bbox="852 1249 1032 1272"></td></tr> <tr> <td data-bbox="298 1272 477 1355">1.1</td><td data-bbox="477 1272 665 1355">Detailed breakdown of actual and forecast charges against each Statement of Work</td><td data-bbox="665 1272 852 1355">SOW001</td><td data-bbox="852 1272 1032 1355">By the 10th of each month.</td></tr> <tr> <td data-bbox="298 1355 477 1397"></td><td data-bbox="477 1355 665 1397"></td><td data-bbox="665 1355 852 1397"></td><td data-bbox="852 1355 1032 1397"></td></tr> </tbody> </table>	Ref	Type of Information	Which Services does the Requirement apply to?	Required regularity of Submission	1.	SOW Charges Report			1.1	Detailed breakdown of actual and forecast charges against each Statement of Work	SOW001	By the 10 th of each month.				
Ref	Type of Information	Which Services does the Requirement apply to?	Required regularity of Submission														
1.	SOW Charges Report																
1.1	Detailed breakdown of actual and forecast charges against each Statement of Work	SOW001	By the 10 th of each month.														

4. CHARGES

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2021

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 £1,955,746 (excl VAT).</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:</p> <p>Electronic Invoices (attached to E-Mails) should be sent to: REDACTED TEXT under FOIA Section 40</p> <p>Paper invoices should be sent to: REDACTED TEXT under FOIA Section 40</p> <p>A copy should also be emailed to: REDACTED TEXT under FOIA Section 40</p>
Rate Cards Applicable	Please refer to Call-off schedule 20 - Call-off Specification v1.0
Financial Model	Time and Materials
Reimbursable Expenses	<p>Please refer to Call-off schedule 20 - Call-off Specification v1.0.</p> <p>For ease of reference, the appropriate content is set out below:</p> <p>Whilst the SOW Deliverables will primarily be delivered remotely, the parties agree that there will be times during an SOW where the project requires their delivery teams to collaborate at an Authority hub site in order to progress the SOW Deliverables. Where prior agreed, the Supplier Staff will travel to and from the Authority specified hub site (Benton Park View, Newcastle) at no additional cost to the Authority. However, where the project requires Supplier Staff to travel to another location, such travel will be prior agreed between the Supplier and the Authority, and the costs of travel will be payable by the Authority.</p> <p>Any trips must be approved in advance by the Authority; failure to do so will result in the Authority rejecting any costs invoiced.</p> <p>Supplier Staff are expected to book travel independently of the Authority at the most cost-effective rate and in accordance with the Authority's own internal travel policy: REDACTED TEXT under FOIA Section 40</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:

Framework Ref: RM6263

Project Version: v1.0

Model Version: v3.7

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For and on behalf of the Supplier	Name and title	REDACTED TEXT under FOIA Section 40	
	Date	30/10/2023	
For and on behalf of the Buyer	Signature	REDACTED TEXT under FOIA Section 40	
	Name and title	REDACTED TEXT under FOIA Section 40	
	Date	30 th October 2023	
	Signature	REDACTED TEXT under FOIA Section 40	

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:	23 rd October 2023
SOW Title:	SOW 3 Appeals and Supporting Capabilities
SOW Reference:	SOW003

Call-Off Contract Reference:	ECM 11494
Buyer:	Department for Work and Pensions
Supplier:	Capgemini UK Plc
SOW Start Date:	1 st November 2023
SOW End Date:	22 nd October 2024

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Duration of SOW:	1 year
Service Period	Means each Month from the SOW Start Date.
Key Personnel (Buyer)	REDACTED TEXT under FOIA Section 40
Key Personnel (Supplier)	N/A
Subcontractors	REDACTED REDACTED TEXT under FOIA Section 40 TEXT under FOIA Section 40 REDACTED REDACTED TEXT under FOIA Section 40 TEXT under FOIA Section 40 REDACTED REDACTED TEXT under FOIA Section 40 TEXT under FOIA Section 40

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT	
SOW Deliverables Background	Please refer to Call-Off schedule 20 – Call-Off Specification v1.0
Delivery phase(s)	NA
Overview of Requirement	<p>These roles are to support the Digital business plan outcomes across the following services:</p> <p>Appeals Modernisation Programme</p> <p>Maintaining Operational Small Systems (MOSS) and additionally any new work may be added during the life of this contract.</p> <p>Please also refer to Call-off schedule 20 - Call-off Specification v1.0</p>

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2021

Accountability Models	Rainbow
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3. BUYER REQUIREMENTS – SOW DELIVERABLES

Milestone Ref	Milestones are not applicable for this SOW. This is a Statement of Work for Supplier Staff under a Rainbow Team model as set out above.							
	This is a 24-month Contract that provides Resources in support of the Digital Services – Appeals and Supporting Capabilities Teams. The supplier is required to provide specific resources to support the Maintain Operational Small Systems (MOSS) team and the Disputes Modernisation Programme							
	Resource Table							
	DDAT Role	QTY	SFIA	Clearance	Location	Estimated Days	Day Rate	Total
Software Engineer	2	REDACTED - Section 43 commercial interests	BPSS	BPV	254	REDACTED – Commercially Sensitive	REDACTED – Commercially Sensitive	

	Totals	2	Total (excl VAT) £196,850				
	<p>method is Time and Materials. The estimated maximum value of this SOW is £196,850 (exclusive of VAT).</p> <p>The number of units indicated are the maximum units available in the period of 24 months agreed between the Parties (for example holidays) or beyond that period, including but not limited to sickness, absence and resignation. Resources will be charged on actuals and are exclusive of VAT. Resources will be charged at the 'National Maximum' rate when working in a DWP office location and the 'Home' rate when working from home.</p>						

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2021**

Delivery Plan	Not applicable – Rainbow Team delivery model.
Dependencies	<ol style="list-style-type: none"> 1. The Buyer will provide access to all relevant Buyer systems, software, equipment, connectivity and timely on-boarding of the Supplier team, aligned with the Commencement Date of this Statement of Work. 2. The Buyer shall provide the Supplier with access to work completed to date to enable Supplier upskilling/knowledge transfer. 3. 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. 4. The Buyer shall advise the Supplier of any specific legal and regulatory requirements that are specific to the Buyer and/or CCS to which the Supplier must be aware of to enable it to provide the Services. 5. The Buyer shall provide of any input materials, tools and access to key Buyer resource as required that deliverables or activities may be dependent / based on. 6. The Buyer will ensure that individuals taking part in any user research are provided with and have signed a personal data 'consent form' which will be used to gather consent for use of their personal data. The Buyer shall ensure that the consent form provides appropriate links/sign-posting to the Buyer's privacy notices whether on a website, intranet, employee handbook or other location.
Supplier Resource Plan	Not Applicable

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2021

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>The Supplier agrees to the additional Buyer standard clauses in respect of Security Requirements listed below.</p> <p>1. Risk Management:</p> <p>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.</p> <p>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> <p>2. Security Audit and Assurance:</p> <p>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> <p>b. The Buyer shall schedule regular security governance review meetings which the Supplier 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 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 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 the following as they exist at the Commencement Date:</p> <ul style="list-style-type: none"> • Acceptable Use Policy
	<ul style="list-style-type: none"> • 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 (published on HMG personnel security controls - GOV.UK (www.gov.uk) (www.gov.uk) v1.0
Cyber Essentials Scheme	<p>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).</p>

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SOW Standards	<p>The Supplier Staff must have the necessary knowledge, skills, experience and qualifications to meet the Digital, Data and Technology Profession Capability Framework standards: Digital, Data and Technology Profession Capability Framework - Capability Framework (ddatcapabilityframework.service.gov.uk)</p> <p>Supplier Staff will also need to have experience of the technologies used by the Contracting Authority as detailed in the Buyer technical stack attached under Annex 1 of Call-off schedule 20 - Call-off Specification v1.0</p>			
Performance Management				
	KPI	Service Area	KPI Description	Target
	1	Skills	CVs provided for Supplier staff demonstrate the necessary knowledge, skills, experience & qualifications for the resource to deliver to the required DDaT Role and SFIA level.	93.3%
	2	CV Lead Time	Where buyer requests CV's from the Supplier, the Supplier shall supply CV's within 10 working days.	93.3%
	3	Interview Availability Lead Time	Within 2 Working Days of the Buyer confirming which CV's are of interest, the Supplier shall confirm the interview availability dates of the potential candidate within 2 Working Days.	90%
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	NA			

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Worker Engagement Status	<p>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 pre-approved Subcontractors with full PAYE and NI deducted for such resources at source and therefore outside of IR35 so as not to breach the terms of the Framework Agreement.</p> <p>The provisions set out in the embedded document below shall apply to this SOW:</p> <div data-bbox="349 640 392 687" data-label="Image"> </div> <p>Off payroll working rules.docx</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.</p> <p>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) 1.2 Start and End date of the Engagement 1.3 The contracted Day Rate of the Key Supplier Staff 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>																
[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 the Requirement apply to?</th><th>Required regularity of Submission</th></tr> </thead> <tbody> <tr> <td>1.</td><td>SOW Charges Report</td><td></td><td></td></tr> <tr> <td>1.1</td><td>Detailed breakdown of actual and forecast charges against each Statement of Work</td><td>SOW001</td><td>By the 10th of each month.</td></tr> <tr> <td></td><td></td><td></td><td></td></tr> </tbody> </table>	Ref	Type of Information	Which Services does the Requirement apply to?	Required regularity of Submission	1.	SOW Charges Report			1.1	Detailed breakdown of actual and forecast charges against each Statement of Work	SOW001	By the 10 th of each month.				
Ref	Type of Information	Which Services does the Requirement apply to?	Required regularity of Submission														
1.	SOW Charges Report																
1.1	Detailed breakdown of actual and forecast charges against each Statement of Work	SOW001	By the 10 th of each month.														

4. CHARGES

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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 £196,850 (excl VAT).</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:</p> <p>Electronic Invoices (attached to E-Mails) should be sent to: REDACTED TEXT under FOIA Section 40</p> <p>Paper invoices should be sent to: REDACTED TEXT under FOIA Section 40</p> <p>A copy should also be emailed to: REDACTED TEXT under FOIA Section 40</p>
Rate Cards Applicable	Please refer to Call-off schedule 20 - Call-off Specification v1.0
Financial Model	Time and Materials
Reimbursable Expenses	<p>Please refer to Call-off schedule 20 - Call-off Specification v1.0.</p> <p>For ease of reference, the appropriate content is set out below:</p> <p>Whilst the SOW Deliverables will primarily be delivered remotely, the parties agree that there will be times during an SOW where the project requires their delivery teams to collaborate at an Authority hub site in order to progress the SOW Deliverables. Where prior agreed, the Supplier Staff will travel to and from the Authority specified hub site (Benton Park View, Newcastle) at no additional cost to the Authority. However, where the project requires Supplier Staff to travel to another location, such travel will be prior agreed between the Supplier and the Authority, and the costs of travel will be payable by the Authority.</p> <p>Any trips must be approved in advance by the Authority; failure to do so will result in the Authority rejecting any costs invoiced.</p> <p>Supplier Staff are be expected to book travel independently of the Authority at the most cost-effective rate and in accordance with the Authority's own internal travel policy: Appeals - REDACTED TEXT under FOIA Section 40</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 TEXT under FOIA Section 40
	Date	30/10/2023
	Signature	REDACTED TEXT under FOIA Section 40
For and on behalf of the Buyer		
	Name and title	REDACTED TEXT under FOIA Section 40
	Date	30 th October 2023
	Signature	REDACTED TEXT under FOIA Section 40