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

Order Form

CALL-OFF REFERENCE: Project 25756; Ecm_11131

CALL-OFF TITLE: ID&T Resources Requirement (DevOps, Test

Engineers, Software Engineers and Technical

Solutions Architects)

CALL-OFF CONTRACT

DESCRIPTION: Provision of Augmented Resources to support

teams across Identity and Trust Services.

THE BUYER: The Department for Work and Pension

BUYER ADDRESS Caxton House, Tothill Street, London, SW1H 9NA

THE SUPPLIER: METHODS BUSINESS AND DIGITAL

TECHNOLOGY LIMITED

SUPPLIER ADDRESS: Saffron House, 6-10 Kirby Street, London, EC1N

8TS

REGISTRATION NUMBER: 02485577

DUNS NUMBER: 505275578

SID4GOV ID: TBC

APPLICABLE FRAMEWORK CONTRACT

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

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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)
 - o Joint Schedule 6 (Key Subcontractors) Not Applicable
 - o Joint Schedule 7 (Financial Difficulties) Not Applicable
 - Joint Schedule 8 (Guarantee)
 Not Applicable
 - o Joint Schedule 10 (Rectification Plan) Not Applicable
 - Joint Schedule 11 (Processing Data)
 - o Joint Schedule 12 (Supply Chain Visibility) Not Applicable
 - Joint Schedule 13 (Cyber Essentials)
 - Call-Off Schedules for RM6263
 - Call-Off Schedule 1 (Transparency Reports)
 - o Call-Off Schedule 2 (Staff Transfer) Not Applicable
 - o Call-Off Schedule 3 (Continuous Improvement) Not Applicable
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables) Not Applicable
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Not Applicable
 - Call-Off Schedule 9 (Security)
 - o Call-Off Schedule 10 (Exit Management)
 - o Call-Off Schedule 12 (Clustering) Not Applicable

- o Call-Off Schedule 13 (Implementation Plan and Testing) Not Applicable
- o Call-Off Schedule 14A (Service Levels) Not Applicable
- Call-Off Schedule 14B (Service Levels and Balanced Scorecards) Not Applicable
- o Call-Off Schedule 15 (Call-Off Contract Management)
- o Call-Off Schedule 16 (Benchmarking) Not Applicable
- o Call-Off Schedule 17 (MOD terms) Not Applicable
- o Call-Off Schedule 18 (Background Checks)
- o Call-Off Schedule 19 (Scottish Law) Not Applicable
- o Call-Off Schedule 20 (Call-Off Specification)
- o Call-Off Schedule 21 (Northern Ireland Law) Not Applicable
- o Call-Off Schedule 23 (HMRC Terms) Not Applicable
- o Call-Off Schedule 25 (Ethical Walls Agreement)
- o Call-Off Schedule 26 (Secondment Agreement) Not Applicable
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6263
- 7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

CALL-OFF 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) 30 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 Special Term 2 – Framework Special Term 2 – Clause 10.1.2 (Contract Period) is amended as follows: "The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 30 Days' written notice before the contract expires."

CALL-OFF START DATE: 12th June 2023

CALL-OFF EXPIRY DATE: 11th June 2025

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CALL-OFF INITIAL PERIOD: 24 Months

CALL-OFF OPTIONAL

EXTENSION PERIOD: Six (6) Months

MINIMUM NOTICE PERIOD

FOR EXTENSION(S): 30 days

INITIAL TERM (as described in this

order form): £3,256,800 (including VAT)

EXTENSION VALUE (up to a

maximum of): £814,200 (including VAT)

TOTAL CALL-OFF CONTRACT

VALUE INCLUDING EXTENSION: £4,071,000 (including VAT)

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).

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 £1,628,400 (inclusive of VAT).

CALL-OFF CHARGES

The Charging method Buyer has selected below and which are incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy):

(1) Time and Materials (T&M);

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Project Version: v1.0
Model Version: v3.7

4

See details in Call-Off Schedule 5 (Pricing Details and Expenses Policy) for further details.

[Redacted]

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

REIMBURSABLE EXPENSES

DWP Expense Policy



PAYMENT METHOD

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

BUYER'S INVOICE ADDRESS: [Redacted]

BUYER'S AUTHORISED REPRESENTATIVE [Redacted]

BUYER'S ENVIRONMENTAL POLICY

The Contracting Authority is committed to a 100% reduction of greenhouse gas emissions and requires the successful Supplier under this procurement to demonstrate an organisational commitment to the 'Net Zero' target.

Further information can be found here:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attach ment data/file/1054373/Guidance-on-adopting-and-applying-PPN-06 21- -Selection-Criteria-Jan22 1 .pdf

BUYER'S SECURITY POLICY

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

Enhanced Security Schedule:



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

Not applicable.

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4 (Commercially Sensitive Information).

(1) BALANCED SCORECARD

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

(2) SERVICE CREDITS

Not applicable

Intentionally left blank

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

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).

KPIs

KPI	Service Area	KPI description	Target
1	Performance	Supplier Staff provided have the necessary knowledge, skills,	98%
		experience, and qualifications and	

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		are able to deliver to the required standard.	
2	Lead Times	Where the Contracting Authority requests CVs from the supplier, the supplier shall provide suitable CVs within 3 working days.	95%
		If requested by the Contracting Authority the Supplier shall arrange interviews within 2 working days of the Contracting Authority confirming which CV's are of interest.	
3	Reporting	Quality and accuracy of Management Information Reports received within agreed reporting timescales	95%
4	Social Value Reporting	The Supplier will provide quarterly reports on the last working day of each quarter demonstrating how it has met its Social Value commitments.	99%

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 b	ehalf of the Supplier:	For and on behalf of the Buyer:		
Signature:	[Redacted]	Signature:	[Redacted]	
Name:	[Redacted]	Name:	[Redacted]	
Role:	[Redacted]	Role:	[Redacted]	

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Date:	1 st June 2023	Date:	2 nd June 2023

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)].

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

Statement of Work 1

1. STATEMENT OF WORK ("SOW") DETAILS

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

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

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

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

Date of SOW:	26/05/23
SOW Title:	DevOps and Technical Architects (ID&T Resources)
SOW Reference: SOW001	
Call-Off Contract Reference:	ID&T Resources Requirement (DevOps, Test Engineers, Software Engineers and Technical Solutions Architects)
Buyer:	Department for Work and Pensions
Supplier:	Methods Business and Digital Technology Limited

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SOW Start Date:	12.06.23
SOW End Date:	31.03.24
Duration of SOW:	Ten (10) Months
Key Personnel (Buyer)	[Redacted]
Key Personnel (Supplier)	TBC
Subcontractors	Not Permitted

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT					
SOW Deliverables Background	This Statement of Work will include Six (6) DevOps and Two (2) Technical Architects to work in Rainbow Teams across ID&T. Resources will be under the direction and control of DWP staff.				
Delivery phase(s)	Multiple Phases as agreed with DWP. The relevant accountability model will be Rainbow Teams.				
Overview of Requirement	[Redacted]				
Accountability Models	Please tick the Accountability Model(s) that shall be used under this Statement of Work: Sole Responsibility: □ Self Directed Team: □ Rainbow Team: ♣				

3. BUYER REQUIREMENTS - SOW DELIVERABLES

Outcome Description	The Supplier is required to provide as specified below: [Redacted]			
Milestone Ref	Milestone Description	Acceptance Criteria	Due date	
MS01	N/A			
MS02	N/A			
Delivery Plan	N/A			
Dependencies	N/A			
Supplier Resource Plan	N/A			
Security Applicable to SOW:	The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security). If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed in this SOW: The Supplier agrees to the additional Buyer standard clauses in respect of Security Requirements listed below. 1. Risk Management: 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.			

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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.

2. Security Audit and Assurance:

- 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.
- 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.

3. Security Policies and Standards

- 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.
- 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.
- 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.

4. Security Policies and Standards

a. The Buyer's security policies are published on:

DWP procurement: security policies and standards - GOV.UK (www.gov.uk)

- b. The Supplier will be required to comply with:
- 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 <u>HMG personnel security controls - GOV.UK (www.gov.uk)</u>

DWP (the Authority) will not accept offshoring in any circumstances on this contract.

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	DWP%2	Enhanced Security Schedule: DWP%20Enhanced %20Security%20Sche				
Cyber Security Standards	for the	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.				
Performance Management	KPI	Service Area		KPI description		Target
	1	Performance	and qu	er Staff provided ary knowledge, skills, alifications and are abl equired standard.		98%
	2	Lead Times	CVs from provided days. If requesting the Summithin 2	Contracting Authorice the supplier, the supplier, the supplier, the supplier suitable CVs within ested by the Contracting upplier shall arrange working days of the ty confirming which C	applier shall 3 working and Authority interviews Contracting	95%
	3	Reporting	Informa	and accuracy of M		95%
	4	Social Value Reporting	reports quarter	Supplier will provide on the last working of demonstrating how it Value commitments.	day of each	99%
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	Ke	y Role	ř	Cey Staff	Contract	Details

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Worker Engagement Status

The provisions set out in the embedded document below shall apply to this SOW.



Worker%20Engage ment%20Status.doc

The Buyer has assessed the Worker Engagement Status for the 8 (eight) individuals to be supplied under this SOW as a supply of resource as per the attached IR35 determination.

The parties acknowledge and agree that resources relating to this Statement of Work are inside IR35 and are on payroll with tax and deductions at source.

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?	Required regularity of Submission
1.	[Resource Data for Annual Report & Accounts]		
1.1	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: 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)	all roles	upon reasonable request from the Buyer

4. CHARGES

Call Off Contract Charges The applicable charging method(s) for this SOW is:

• Time and Materials

	The estimated maximum value of this SOW (irrespective of the selected charging method) is [Redacted]
The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of t Call-Off Contract and monthly in arrears as used.	
	INVOICING: [REDACTED]
Rate Cards Applicable	[Redacted]
Financial Model	N/A
Reimbursable Expenses	As per DWP Expense Policy embedded in the Order Form.

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	[Redacted]
	Signature	[Redacted]
For and on behalf of the Buyer	Name and title	[Redacted]
	Date	[Redacted]
	Signature	[Redacted]

Statement of Work 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:

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Description	Details
Description Identity of Controller for each Category of Personal Data	The Relevant Authority is Controller and the Supplier is Processor The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data: • Access to Live is controlled. Only resources with clearance would have access. Access to personal information would only be under a production change control or production incident resolution. • Data will never leave DWP controlled environments. The Supplier is Controller and the Relevant Authority is Processor The Supplier is only the Controller of Personal Data in relation to the Personal Data of Supplier resource where information is shared for the purposes of
	demonstrating Security Clearance.
Duration of the Processing	For the duration of the Statement of Work.

Notice and access of	The nature of the Dressesing will be for:
Nature and purposes of the Processing	The nature of the Processing will be for:
	(a) change controls or live incidents only. There will be no bulk Processing by the Supplier. There will be no uncontrolled access to the data. Access would only be to Field Encrypted data; and
	(b) security clearances and Supplier Staff vetting.
	The Supplier provides PII to the Relevant Authority solely for the purpose of temporary employment processing and to verify that Supplier Staff meet the clients vetting and Security Clearance requirements. The Supplier will supply this data in electronic form and PII data will be transferred using a suitable level of encryption for the processor.
Type of Personal Data	Citizen names, email addresses, account passwords (encrypted), NINO GUID, Date of Birth/Death (where relevant), Address, NI number, telephone number, nationality and visa details, previous addresses, vetting Information – SC certificates and employment history and references.
Categories of Data Subject	Members of the public.
,	Supplier Staff.
Plan for return and	Processing will only be in line with GDPR data retention.
destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	Data transferred to the Buyer for the purpose of Security Clearances and Vetting by the Supplier shall be destroyed by the client following the processing of the personal data to confirm security clearances and vetting. The onus is on the processor to destroy the personal data immediately following confirmation of Security Clearance and vetting. No data should be retained longer than 3 years after the completion of the project.