

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

Order Form

CALL-OFF REFERENCE:	24815
THE BUYER:	Department for Work and Pensions
BUYER ADDRESS	Caxton House Tothill Street, Westminster London, SW1H 9NA
THE SUPPLIER:	ACCENTURE (UK) Ltd.
SUPPLIER ADDRESS:	30 Fenchurch St. EC3M 3BD, Greater London, England
REGISTRATION NUMBER:	4757301

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 14th February 2022.

It is issued under the Framework Contract with the reference number RM6187 for the provision of digital engagement and learning products about Service Transformation, so colleagues understand how and why our services are changing.

CALL-OFF LOT 3: Complex & Transformation.

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. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements) see attached
- Joint Schedule 4 (Commercially Sensitive Information) see attached
- Joint Schedule 11 (Processing Data)

- Call-Off Schedule 15 (Call-Off Contract Management)

[Management Consultancy Framework Three \(MCF3\) - CCS
\(crowncommercial.gov.uk\)](https://www.crowncommercial.gov.uk/Management-Consultancy-Framework-Three-MCF3-CCS)

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:

Buyer and Supplier agree that with respect to the Deliverables in this Call-Off Contract, the Special Terms in this Paragraph control and supersede any contrary terms. Capitalized terms used and not defined in these Special Terms have the meanings given in Joint Schedule 1 (Definitions). These Special Terms survive the termination or expiry of the Call-Off Contract.

- 1.1** The Deliverables are for Buyer's internal business use only.
- 1.2** Third Party IPR embedded in Deliverables may not be used separately.
- 1.3** As used in these Special Terms, "Buyer Content" means Buyer Confidential Information, Buyer Existing IPR, Buyer Assets, and all other Buyer materials or information provided by or on behalf of Buyer and incorporated into the Deliverables, and all Intellectual Property Rights in all of the foregoing.
 - (a) Buyer is solely responsible for, and Supplier's warranty and indemnity obligations under the Contract do not apply to, Buyer Content in the Deliverables.
 - (b) In addition to Supplier's Existing IPR, Supplier (or its licensors, as applicable) shall retain ownership of all IPR in portions of the film Deliverables

that do not include Buyer Content (together with Supplier's Existing IPR, Supplier's IPR"). Effective upon final payment, Supplier grants to Buyer, subject to any restrictions applicable to any Third Party IPR embodied in the film Deliverables, a perpetual, worldwide, non-transferable, non-exclusive, irrevocable right and license to use Supplier's IPR in the film Deliverables in connection with Buyer's use of the film Deliverables.

CALL-OFF START DATE: 09 February 2022

CALL-OFF EXPIRY DATE: 31 May 2022

CALL-OFF INITIAL PERIOD: As above

BACKGROUND AND PROJECT DESCRIPTION:

The following is included as background context for the Services provided under this Call-Off Contract. It does not constitute any obligations on the Supplier. References in this Call-Off Contract to DWP or Department relate to the Buyer teams and any references to Root relate to the Supplier team.

The Department is embarking on a radical transformation journey with the intent of delivering greater efficiencies to our benefits system, improvements to our customer experience and reductions in our costs to serve. We are procuring expertise to creatively engage colleagues in the service modernisation story across the department and build the capability of our leaders to support this engagement, identifying and designing behavioural interventions. Early discovery work clearly identified this work as a priority to deliver transformation successfully.

Accenture acquired Root inc. in April 2021 and it is the Root inc specialist resource undertaking the required work. Root inc. have a strong track record in helping organisation delivery change and work with organisations to create immersive learning experiences to enable colleagues to connect with the changes and think about what they can do differently.

It is a critical need for DWP to upskill and train our leaders and delivery colleagues, so they not only embrace the digital and process changes being delivered, but also change their approach, with a customer centric approach to service delivery.

This would mean enabling staff to see the bigger picture by helping colleagues improve their understanding of the wider direction of the department, taking staff on a journey through a learning experience, similar to the mind gym work outs that will enable discussions to help implement understanding of the department's vision.

We are seeking to:

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- Have a clear and compelling story about what we are doing and why
- Create a shared understanding across DWP of what we are doing and why
- Equip our leaders with the skills and products to help them take their people on the service modernisation journey
- Support our senior leaders to lead by example and be role models for the future we want to see
- Develop and use a suite of creative tools and products to enable us to do the above in a way that engages colleagues and takes them with us on this journey
- Identify and activate behavioural interventions

CALL-OFF DELIVERABLES:

THE SUPPLIER IS REQUIRED TO MEET THE FOLLOWING SPECIFIC DELIVERABLES:

The following deliverables (“**Deliverables**”) will be primarily developed by Supplier with Buyer’s assistance and are subject to the acceptance criteria in this Section.

ROOT have confirmed they intend to use Microsoft Teams instead of MURAL as per email from Chris Williams (ROOT, Partner of Accenture, 09.02.2022).

Milestone	Description	Estimated Completion Date	Acceptance period
Project Kickoff	Role clarity, timeline and milestone alignment, information gathering	Week 1 (end Feb 11)	Within 4 days from completion
Interview and focus group preparation	Align on interview and focus group participants, create protocols and interview packets and schedule interviews/focus groups	Weeks 1-2 (end Feb 18)	Within 4 days from completion
Interviews	<ul style="list-style-type: none">• Up to 20 virtual 45-minute interviews with DWP Service Delivery Members (Microsoft Teams or phone)• Up to 10 interviews with Service Delivery Stakeholders/Leaders (who will take part in alignment sessions)	Weeks 3-4 (end March 4)	Within 4 days from completion
Focus groups	Up to 4 virtual one-hour focus groups (up to 8 participants via Microsoft Teams) with representative sample of the Buyer Service Delivery	Weeks 3-4 (end March 4)	Within 4 days from completion
Analysis of insights	Synthesis of insights from interviews and focus groups. Use insights in preparation for Alignment sessions.	Week 5 (end March 11)	Within 4 days from completion
Conduct alignment session one	1 st 3-hour virtual alignment workshop Microsoft Teams focused on defining the service modernization story	Week 6 (end March 18)	Within 4 days from completion

Framework Ref: RM6187

Project Version: v1.0

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Conduct alignment session two	2 nd 3-hour virtual alignment workshop Microsoft Teams focused on defining the service modernization story	Week 7 (end March 25)	Within 4 days from completion
Film creative kick-off	Align on direction for film experience	Week 7 (end March 25)	Within 4 days from completion
Draft film concept	Create draft script and story-board	Weeks 8 -9 (end April 11)	Within 4 days from completion
Film prototype review	Rough cut/prototype review of film experience. Draft of group conversation questions	Week 11 (end April 25)	Within 4 days from completion
Fine Cut review	Fine cut of film experience and group conversation questions	Week 13 (end May 11)	Within 4 days from completion
Sign-off	Sign off of film experience	Week 14 (end May 18)	Within 4 days from completion
Train the trainer - Facilitator training workshop	One train-the-trainer for up to 20 people to facilitate the film-led experience	Week 15 (end May 25)	Within 4 days from completion

Interview and Focus Group Report

Summary report of interview and focus groups findings. These findings will inform messaging and communication content

- Format: Microsoft PowerPoint

Leadership alignment workshops

- Two 3-hour virtual workshops to help cross-functional leadership group define the Service Modernisation story.
- Creation of a Service Modernisation narrative/story
- Format: Virtual meeting (Teams meeting or alternative) utilizing Microsoft PowerPoint and the Supplier will use a collaboration tool (Microsoft Teams) to white-board the workshop discussions and will share a view over Teams. The Buyer teams will not have direct access to this collaboration tool. Narrative/story presented in a Microsoft Word document.

Service Modernisation Film-Led Experience

- 2-3 minute animated film exploring why Service Modernisation is critical for DWP and what it looks like in practice
- 5-10 discussion questions to be used by the Buyer for future team-based discussion
- Facilitator handbook to guide discussion
- Facilitator training workshop
- *Format:* High resolution 1920x1080 .mp4 video file in English, provided in a digital format via download link; Discussion questions and facilitator handbook delivered via Adobe pdf. Facilitator training workshop utilizing Microsoft PowerPoint

The acceptance criteria for the final Deliverables shall be compliance with the Deliverable description set out in the table above, or such other acceptance criteria as the parties may agree to in writing subject to a Contract Change Notice.

The only basis for rejection of Deliverables will be the failure to materially comply with such description or acceptance criteria.

Deliverables will be deemed accepted if not rejected by the Buyer within 5 days after delivery, the Buyer shall specifically identify the manner in which the Deliverables fail to materially comply with the specification. Unless otherwise agreed to in writing by the parties, the above describes the complete scope of Services.

The Services will be performed virtually and/or at Accenture facilities in London, subject to government guidelines, and will be led by Lauren Hendricks, Principal. Noting some of the Root team will be based outside of the UK.

Buyer Obligations and Assumptions

In addition to any other responsibilities or assumption described in this Call-Off Contract, set forth below is a list of the obligations for which Buyer will be responsible, conditions on Supplier's performance, and assumptions upon which Supplier relies in agreeing to perform the Services described in this Call-Off Contract on the terms set out herein.

Buyer will commit the necessary resources and management involvement to support the Project (including with the necessary data, information, content, and other input) and will make all decisions promptly and without delay within the time periods agreed to in the Project schedule (defined in the project kick-off meeting). Such Project schedule will be based on the estimated completion dates set out above and finalised by the parties as part of the kick off meeting.

(a) Buyer shall be responsible for its content and other input into, signoff, and use of the Deliverables and for determining whether to use or refrain from using any recommendation that may be made by Supplier. Buyer will be solely responsible for determining whether any Services provided by Root (i) meet Buyer's requirements; (ii) comply with all laws and regulations applicable to Buyer; and (iii) comply with Buyer's applicable internal guidelines and any other agreements it has with third parties.

(b) Notwithstanding anything to the contrary in the Call-Off Contract, as amended, the parties will work together to accommodate any changes or impacts to the Services (or delivery thereof) that are reasonably required to mitigate any impact of, or related to, any global or local health emergency or disease outbreak, including COVID-19 or such similar disease, and shall document the same in an agreed upon change order or amendment to the Agreement

(c) Supplier shall not process any Buyer Personal Data in the performance of the Services. The Buyer shall ensure that no Personal Data is shared with or sent to Supplier during the Term.

(d) Services and Deliverables will be in English

(e) Other assumptions:

For Interviews and Focus Groups

- The Buyer is solely responsible for selection of participants in the sessions

For animated film

- Includes up to 3 of minutes of final produced animation. Any re-recording or significant additions to the overall length will be scoped separately.
- Includes three rounds of review (rough cut, fine cut, final cut) and one round of revisions after each review, based on a pre-agreed list of changes by the Buyer and Root
- Additional fees may apply for changes that are not in a pre-agreed list or if the Buyer requests changes after accepting in-process or final deliverables
- Includes a royalty-free stock soundtrack
- Uses voiceover audio provided by internal Root team member
- Includes closed-captioning or subtitles in English only. Any other accessibility requirements or translations will be scoped separately.

PAYMENT

Payment will be on Deliverables on completion of Milestones as detailed below, and on provision of a valid invoice from the Supplier.

The supplier will perform its Services on a fixed fee basis.

The fees for these Services will be £79,000 (excluding VAT which shall be applied at the prevailing rate). The Supplier shall invoice this amount as follows:

REDACTED

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

CALL-OFF CHARGES

£79,000 the Charges for the Deliverables.

REIMBURSABLE EXPENSES:

None

PAYMENT METHOD:
BACS

BUYER'S INVOICE ADDRESS:
APinvoices-DWP-U@gov.sscl.com
BUYER'S AUTHORISED REPRESENTATIVE:
Professional.services@dwp.gov.uk

SUPPLIER'S AUTHORISED REPRESENTATIVE:
[iREDACTED](#)

SUPPLIER'S CONTRACT MANAGER:
REDACTED

COMMERCIALLY SENSITIVE INFORMATION:
Not applicable

SERVICE CREDITS:
Not applicable

ADDITIONAL INSURANCES:
Not applicable

GUARANTEE:
Not applicable

SOCIAL VALUE COMMITMENT:
Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:	REDACTED	Name:	REDACTED
Role:	REDACTED	Role:	REDACTED
Date:	14.02.2022	Date:	14/2/2022

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Joint-Schedule-3-Insu



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Joint-Schedule-4-Con



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e-11-Data Processing