

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

Order Form

CALL-OFF REFERENCE:	Reference: C23644 - 'call-off further competition' in relation to Lot 1: Digital Programmes. Digital Specialists and Programmes Framework RM6263
CALL-OFF TITLE:	Home Office DDaT Central Contract for DevOps Services .
CALL-OFF CONTRACT DESCRIPTION:	Support the Buyer to implement a set of practices that combines software development and operations, whilst also shortening the application development lifecycle through continuous delivery and deployment
THE BUYER:	The Secretary of State for the Home Department (acting through the Home Office)
BUYER ADDRESS	2 Marsham Street London SW1P 4DF
THE SUPPLIER:	Capgemini UK PLC
SUPPLIER ADDRESS:	No.1 Forge End, Woking, Surrey, GU21 6DB
REGISTRATION NUMBER:	943935
DUNS NUMBER:	211980537
SID4GOV ID:	306508

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 7th December 2023.

It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes Deliverables. (Lot 1)

The Parties intend that this Call-Off Contract will not 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 1: Digital Programmes Digital Specialists and Programmes Framework RM6263

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 5 (Corporate Social Responsibility)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties) Buyer Version
 - Joint Schedule 8 (Guarantee) Optional if applicable
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Joint Schedule 13 (Cyber Essentials)
 - Call-Off Schedules for RM6263
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-off schedule 2 (Staff Transfer)

- Call-Off Schedule 3 (Continuous Improvement)
- Call-Off Schedule 5 (Pricing Details and Expenses Policy)
- Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliveries)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)
- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 13 (Implementation Plan and Testing)
- Call-Off Schedule 14B (Service Levels and Balanced Scorecard)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 16 (Benchmarking)
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 25 (Ethical Walls Agreement) Optional incumbent only
- Call-Off Schedule 26 (Secondment Agreement)

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

None

CALL-OFF START DATE:	7 th December 2023
CALL-OFF EXPIRY DATE:	6 th December 2027
CALL-OFF INITIAL PERIOD:	4 Years (48 Months)
CALL-OFF OPTIONAL EXTENSION PERIOD:	1 Year
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	3 Months
CALL-OFF CONTRACT VALUE:	£45,000,000
KEY SUB-CONTRACT PRICE:	Not Applicable – Refer to Qualification Envelope

response 1.4.35 No Material subcontractors.

CALL-OFF DELIVERABLES

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

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:

The technical standards required for this Call-Off Contract are:

- (a) **Home Office Digital Strategy**
<https://www.gov.uk/government/publications/uk-digital-strategy>
- (b) **Home Office Technology Strategy**
<https://www.gov.uk/government/publications/home-office-technology-strategy/home-office-technology-strategy>
- (c) **Government Service Design Manual**
<https://www.gov.uk/service-manual/browse>
- (d) **HMG Security Policy Framework**
<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>
- (e) **Government Security Classification Policy**
<https://www.gov.uk/government/publications/government-security-classifications>
- (f) **Government Cyber Security Policy Handbook**
<https://www.security.gov.uk/policy/gcsp/h/>
- (g) **Home Office Engineering Guidance and Standards**
<https://engineering.homeoffice.gov.uk/>
- (h) **Technology and Methodology Standards and Terms to provide context for ESBA Suppliers (non-exhaustive):** TOGAF ADM, BPMN 2.0, W3C WCAG, Archimate 2.0, UML2.0, DevOps, Continuous Integration, Build Automation, Agile Development.

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (CyberEssentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

The Buyer acknowledges receipt of the Suppliers Cyber Essentials Certificate valid to 20/03/2024.

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 £9,000,000 Estimated Charges in the first 12 Months of the Contract.

CALL-OFF CHARGES

The Charging method(s) selected below are incorporated into Call-Off Schedule 5 (Pricing Details and ExpensesPolicy):

All Charges and payments (fixed or a suitable scheme) to the Supplier will be defined in individual Statements of Work (SoWs), along with appropriate mechanisms for communicating invoice amounts.

CONTRACT RATE CARD(s)

The below SFIA Day Rates (£) excluding VAT will apply for the duration of the Call Off Contract and shall be used for all Services to be provided on Working Days and be based on 8 Hours Work Day between the core hours of 08:00 and 18:00 GMT/BST on Working Days that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday

Supplier Name: Capgemini UK Plc - Standard Rate Card		
Role	SFIA Level	Day Rate (£) Excluding VAT
Devops	SFIA 3	£
Senior Devops	SFIA 4	£
Principal Devops	SFIA 5	£
Software Services Director	SFIA 6	£

The below SFIA Day Rates (£) excluding VAT will apply for the duration of the Call Off

Contract and shall be used for all Services (other than On Call Incident Response) to be provided outside the core hours of 08:00 and 18:00 GMT/BST on Working Days.

On Call Out Of Hours Rate Card		
Role	SFIA Level	Day Rate (£) Excluding VAT
Devops	SFIA 3	£
Senior Devops	SIFA 4	£
Principal Devops	SFIA 5	£

The below SFIA Day Rates (£) excluding VAT will apply for the duration of the Call Off Contract and shall be used for all On Call Incident Response Services to be provided outside the hours of 08:00 and 18:00 GMT/BST on Working Days.

On Call Out of Hours Incident Response Rate Card		
Role	SFIA Level	Day Rate (£) Excluding VAT
Devops	SFIA 3	£
Senior Devops	SIFA 4	£
Principal Devops	SFIA 5	£

Before the commencement of any chargeable activity Home Office will agree a Statement of Work (SoW) with the Supplier. Each SoW will be made up of one or a hybrid of the following charging approaches;

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

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 (if used) in Framework Schedule 3(Framework Prices)

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

Travel expenses in some instances maybe claimed where this has been pre-agreed in the relevant Statement of Work. All Travel expense claims must abide with the Home Office Travel Policy. Subsistence will not be payable.

See Call-Off Schedule 5 (Pricing Details and Expenses Policy) Annex 1 Home Office Travel and Expenses Policy for further details.

TARGET RATE CARD

See Call-Off Schedule 5 (Pricing Details and Expenses Policy) Annex 2 (DDaT Professional Services Target Rate Card Version 1)

PAYMENT METHOD

The Supplier shall issue Monthly electronic invoices based on the agreed Rate Card for each work package commissioned; excluding where the Buyer has specified within their Statement of Work the work package commissioned is delivered via Fixed Price model.

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

Once a SoW have been agreed the Supplier shall be entitled to raise invoices to the Home Office monthly in arrears. Payment Terms are 30 days from receipt of a valid invoice.

The business lead who requested the SoW will be responsible for the creation of the purchase order within 10 days. The Supplier should be notified of the SoW PO number.

The Supplier will submit invoice/s and supporting documentation to Shared Service Centre for validation and sign off from the Statement of Work owner. Once validated, Home Office Shared Service Centre will pay the invoice.

BUYER'S INVOICE ADDRESS:

Invoices should be submitted to: Home Office invoices should be sent to:

 [@homeoffice.gov.uk](mailto: @homeoffice.gov.uk)

Or by post to: Home Office Shared Services
PO Box 5015
SSCL
Phoenix House
Newport
NP10 8FZ

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
Commercial Manager
Digital, Data & Technology
Home Office Corporate & Delivery, Commercial Directorate
[REDACTED]@homeoffice.gov.uk

BUYER'S ENVIRONMENTAL STRATEGY DOCUMENTS – FOR INFORMATION



BUYER'S SECURITY POLICY

See details in Call-Off Schedule 9, Part B, (Security) for further details.

Supplier shall ensure protection of HMG information assets, in accordance with agreed standards. <https://www.gov.uk/government/publications/security-policy-framework>

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
Account Director | Home Office | Public Sector Market Unit
[REDACTED]@capgemini.com
No. 1 Forge End, Woking, GU21 6DB
M: [REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
Account Manager, Home Office, Public Sector Market Unit
M: [REDACTED]
[REDACTED]@capgemini.com

PROGRESS REPORT FREQUENCY

On the seventh Working Day of each calendar Month and aligned to Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

PROGRESS MEETING FREQUENCY

Monthly on the tenth Working Day of each Month and aligned to Call-Off Schedule 15 (Call-Off Contract Management)

KEY STAFF

IR35

To determine the IR35 tax status all SOWs will go for a review and approval and the tax status is determined and checked. The Buyer expect most of SOWs to be assessed as inside scope of IR35 due to the need for Supplier resources to work alongside and in mixed teams, so to save time, we ask for all resources to be on payroll.

See Joint Schedule 6 – (Key Subcontractors)

Table below identifies the Subcontractors identified by the Supplier at 1.3.4 of the Qualification Envelope. The Parties accordingly agree that the requirement to advertise all Sub-Contract opportunities on Contracts Finder pursuant to Joint Schedule 12 (Supply Chain Visibility) shall not apply in respect of Sub-Contract opportunities involving the below Subcontractors.

1.	<div><div></div><div></div><div></div><div></div><div></div></div>
	<div><div></div><div></div><div></div><div></div><div></div></div>
	<div><div></div><div></div><div></div><div></div><div></div></div>
	<div><div></div><div></div><div></div><div></div><div></div></div>

3	Supply Chain -Payment Days	Capture Sub-contractors invoice payments metrics - Average number of days from milestone met/month-end to subcontractor paid -Maximum number of days from milestone met/month-end. Payment target 30 days	Quarterly reporting
4	Supply Chain - Subcontract or opportunities	The Supplier to capture metrics on the sums spent by the Supplier with Sub-Contractors who are SMEs.	Annual reporting
5	Deployment Time Resource	How long does it take to roll out deployment of resource once they've been approved? The Parties will endeavour to agree credible targets as soon as reasonably possible.	Quarterly reporting
6	Improve - Value add	Detecting inefficiencies, roadblocks, and other failure triggers and finding ways to eliminate them. The Parties will endeavour to agree credible targets as soon as reasonably possible.	Quarterly reporting
7	Risk reduction	Identifying controls to mitigate onboarding risks and issues. Target: maintain a detailed Joint risk and Issues log with named risk owners and time bound, mitigating actions.	Quarterly reporting
8	Resource Cost Variance	Track variance between the forecasted budget for resources and the actual budget, expressed as a percentage of the total resource budget. The Parties will endeavour to agree credible targets as soon as reasonably possible.	Quarterly reporting
9	Start Date Variance	Track variance between the forecasted start date and actual, expressed in number of days The Parties will endeavour to agree credible targets as soon as reasonably possible.	Quarterly reporting
10	Training Hours	Capture the number of Training Hours delivered to Civil Servant Staff via workshops, lunch and learns, online tutorials including learner metrics. Target 5 or more hours per month delivered to 10 or more Home Office employees.	Quarterly reporting
11	Performance to pay process	Accurate and complete Acceptance Certificates within 20 days of delivery; Accurate and complete Supplier Reports by the date set out in the scorecard rhythm; Accurate and complete invoices submitted within 20 days of invoiced period.	Monthly Reporting

12	Quality - Service resourcing	<p>Services have sufficient, quality resources to meet the planned Deliverables and contractual obligations; the supplier pro-actively manages their resource skills by identifying issues early and in a timely manner addressing any deficits.</p> <p>Supplier substitution - seamless to the buyer with handover and on-boarding managed without reduction of service or quality. Poor performance of resources to be corrected within 1 week of escalation.</p>	Monthly Reporting
13	Quality - Tasking Efficiency	<p>The Supplier participates fully in the Statement of Work process and responds to requests for Service within 5 Working Days with a draft SOW, subject to sufficient engagement with the SOW owner.</p> <p>SOW drafts should be of a quality that can be accepted minimal technical changes if required.</p> <p>Ensuring resources are on-boarded following the correct HO processes and that resources have the appropriate skill-set to match SFIA level.</p>	Monthly Reporting
14	Quality - Technical Alignment	Supplier work practices align to HO processes and procedures.	Monthly Reporting
15	Partnering	Supplier promotes positive collaborative working relationships within and across team by acting in a transparent manner.	Monthly Reporting
16	Added Value	Supplier has promoted and delivered all the added value activity agree for this reporting period	Monthly Reporting
17	Timesheets	Timesheets for the preceding week to be completed and submitted by 17:00 on the following Monday (or Tuesday if a Bank Holiday).	Monthly Reporting

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Details of Additional Insurances required in accordance with Joint Schedule3 (Insurance Requirements)

GUARANTEE

Not applicable

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) and



social_value_strategy
V1.7.pdf

BUYER OBLIGATIONS

The Buyer is responsible upon commencement of this Call Off Contract for the following:




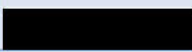
ID	Description	Estimated due date
1	Support Supplier resource security clearance applications	Ongoing
2	Buyer to ensure all invoices are paid within 30 days from date of invoices as per the payment terms	Ongoing
3	Provide a forward-looking view of demand to support timely resourcing and supply chain engagement	Ongoing
4	Buyer to provide required Buyer Equipment (POISE devices) and tooling access to the Supplier Staff as part of Buyer's onboarding and where possible within 10days of signature of a SOW.	Ongoing

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.

CONTRACT AWARD SIGNATURES

This Call Off Contract is awarded in accordance with the provisions of the Framework Agreement RM6263

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Executive Vice President	Role:	Associate Commercial Specialist
Date:	07/12/2023	Date:	11/12/2023

execution by seal where required by the Buyer.

Appendix 1


[Insert 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 Annex1 to the Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)].

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

Annex 1 (Template Statement of Work)

Statement of Work (SOW) – (SOW NUMBER)

This SOW is under CCS Framework RM6263 Lot 1_ Home Office reference C23644 Central DevOps Contract. All Terms and Conditions of this Call Off Contract apply unless otherwise noted.

SOW Number	<p>[Please contact commercial or HoR for reference number and refer to the process for</p> <p> Using Centralised Contracts.pdf]</p> <p>using Centralised Contracts. [</p> <p>This is particularly important if you are unsure about sourcing decision or anticipate aligned SOWs are required under the collaboration agreement]</p>								
SOW Title									
Buyer	The Secretary of State for the Home Department ('the Buyer')								
Supplier	Capgemini UK Plc No. 1 Forge End, Woking, Surrey GU21 6DB ('the Supplier')								
Buyer Representative	<p>Commercial Manager Digital, Data & Technology Home Office Corporate & Delivery, Commercial Directorate homeoffice.gov.uk</p>								
Supplier Work Package Lead	<p>[Supplier to Populate] [Name – Role: The Work Package Lead must be present at all planning meetings, SCRUMS etc to deliver and direct the supplier team] Email: Telephone:</p>								
Start Date	Day/Month/Year								
Duration (months)	Proposed duration No of Months								
Charging Approach	<p>The applicable charging method(s) for this SOW is identified as below:</p> <table><tr><td>1. Capped Time and Materials (CTM)</td><td></td></tr><tr><td>2. Incremental Fixed Price</td><td></td></tr><tr><td>3. Time and Materials (T&M)</td><td></td></tr><tr><td>4. Fixed Price</td><td></td></tr></table>	1. Capped Time and Materials (CTM)		2. Incremental Fixed Price		3. Time and Materials (T&M)		4. Fixed Price	
1. Capped Time and Materials (CTM)									
2. Incremental Fixed Price									
3. Time and Materials (T&M)									
4. Fixed Price									

	<div>5. A combination of two or more of the above Charging methods.</div> <div></div>												
Invoicing	<p>Purchase Order to be raised prior to, or no later than 10 Working Days from the Start Date.</p> <p>Purchase Order to be raised by: The relevant DDaT business unit Once SOWs have been agreed the Supplier shall be entitled to raise invoices to the Buyer monthly in arrears.</p> <p>Payment Terms are 30 days from receipt of a valid invoice.</p>												
Costing	<p>The Charges under this SOW should be calculated using the SOW Pricing Template and the agreed Charges should be included in this SOW.</p> <p>Further, once finalised, the SOW Pricing Template should only be amended with the agreement of both Parties under Variation.</p>												
Indicative Team Location	<p>The delivery location for this SOW is identified below:</p> <table border="1"> <tr><td>1. London</td><td></td></tr> <tr><td>2. Croydon</td><td></td></tr> <tr><td>3. Manchester</td><td></td></tr> <tr><td>4. Sheffield</td><td></td></tr> <tr><td>5. Working from home – (please confirm base office location)</td><td></td></tr> <tr><td>6. Other - (please confirm base office location)</td><td></td></tr> </table>	1. London		2. Croydon		3. Manchester		4. Sheffield		5. Working from home – (please confirm base office location)		6. Other - (please confirm base office location)	
1. London													
2. Croydon													
3. Manchester													
4. Sheffield													
5. Working from home – (please confirm base office location)													
6. Other - (please confirm base office location)													
Security Clearance Requirement:	<p>The security clearance level required for this SOW is identified below:</p> <table border="1"> <tr><td>1. BPSS</td><td></td></tr> <tr><td>2. CTC</td><td></td></tr> <tr><td>3. SC</td><td></td></tr> <tr><td>4. NPPV3</td><td></td></tr> <tr><td>5. DV</td><td></td></tr> <tr><td>6. Other – (please confirm)</td><td></td></tr> </table>	1. BPSS		2. CTC		3. SC		4. NPPV3		5. DV		6. Other – (please confirm)	
1. BPSS													
2. CTC													
3. SC													
4. NPPV3													
5. DV													
6. Other – (please confirm)													
Business Continuity	<p>Define any top level BCDR (Business Continuity and Disaster Recovery) requirements.</p> <p>For Future Sow's: Please provide a link to additional explanation or documentation if this requires elaboration, which may be portfolio processes/ procedures/ documents. This should define any requirements specific to the tools/services/systems being supported, where this will be the responsibility of the Supplier.</p>												

Maximum Value of this SOW	The concurrent Value of ALL SoW's appended to Annex 1 should not Exceed £9m PA				
SMP / ISMS / SAL / Other Security Requirements	For future SOW's Consider whether a Security Management Plan, Information Security Management System, specific Security Aspects Letter to other specific security controls are required for this SOW. Please provide a link to additional explanation or documentation if this requires elaboration, which may be portfolio processes/procedures/documents. <u>Note: The Authority has a standard assignment security plan that we can share</u>				
GDPR	Consider the Parties position in relation to GDPR/Data Processing under the SOW and if relevant complete ANNEX 1 to this SOW ANNEX 1 completed – Yes / No				
TUPE	Does TUPE apply to this SOW, Buyer representative to confirm – YES/NO If 'Yes' Parties to discuss and agree TUPE implications under this SOW				
Equipment	The equipment required under this SOW: <table border="1"> <thead> <tr> <th>Provider</th><th>Equipment</th></tr> </thead> <tbody> <tr> <td>Buyer/Supplier</td><td>Please list equipment to be provided under this SOW. 1. Equipment Provided</td></tr> </tbody> </table>	Provider	Equipment	Buyer/Supplier	Please list equipment to be provided under this SOW. 1. Equipment Provided
Provider	Equipment				
Buyer/Supplier	Please list equipment to be provided under this SOW. 1. Equipment Provided				

*** Wording highlighted in red on Annex 1 (Template Statement of Work) is for guidance only**

1. Project Background

The anticipated Services to be provided by the Supplier pursuant to this Call Off Contract are set out in this Call Off Order Form together with Call Off Incorporated Terms of CCS Framework RM6263. The actual Services to be provided by the Supplier pursuant to this Call Off Contract shall be set out in the applicable SOW(s) which shall be agreed between the Parties in accordance with the following SOW process:

2. Overview of Service

The actual Services to be provided by the Supplier pursuant to this Call Off Contract shall be set out in the applicable SOW(s) which shall be agreed between the Parties in accordance with the following SOW process:

SoW process

Generating SoW at high level

- The Buyer shall draft the initial SoW
- The Buyer will send the initial draft SoW to the HOR (Head of Role) and Buyer commercial team for review. Once the HOR and commercial team reviews the SoW, the draft SoW will be shared with the Supplier
- The Supplier will review the requirements under the SoW and complete the costing.
- The SoW will be reviewed by both Parties jointly and once agreement is reached with regard to the scope, Charges and any other points within the SoW, the Parties will agree the final SoW.
- The Buyer cost category lead will approve the spend under the SoW
- The final and agreed SoW will be approved and signed by both Parties.

Commencement of SoW

- The Buyer will handle SC clearance, application or transfer, and any other onboarding requirements The Buyer will raise the necessary Purchase Order (PO) for the Supplier to commence the work within the agreed 10 days of SoW signature.

3. Scope of Service

The scope of services outlines the activities the Supplier will undertake under this SOW and the role the Supplier will play. The Supplier will be undertaking the delivery of these outcomes, in whole, or in part, in a multi-disciplinary / multi-vendor environment with multiple parties (other delivery teams) taking responsibility (through identification of dependencies). The Buyer will take accountability for end-to-end delivery using the outcomes delivered via this service.

The Supplier will deliver the outcomes agreed with the Buyer, and to a schedule set out by the Buyer, with changes to scope/plan being managed in an Agile manner, within the boundaries of the SOW value and pricing mechanisms.

4. Deliverables and Activities

[Definition of outcomes as appropriate]

Under this SOW, the Supplier shall deliver the following Deliverables or outcomes as set out in the table below and to the agreed acceptance criteria:

No.	Project Phase/ Deliverable/ Activity	Deliverable/Activity description	Indicative Deliverable/ Activity date	Acceptance Criteria	Home Office Approver
0	All	Monthly status and time reporting (as appropriate)	[Insert monthly reporting date]	Call-off governance process	
1		Add/delete rows as appropriate			

5. Risks and Mitigations

Recognised risks for this SOW are:

No.	Description	Mitigations	Owner
1		Add/delete rows as appropriate	
2			
3			

6. Buyer obligations/dependencies

In addition to the Buyer obligations/dependencies identified in the Call Off Order Form, the following Buyer obligations/dependencies shall apply to this SOW:

ID	Description	Estimated due date
1		
2		
3		
4		

7. Acceptance Process

[Buyer to complete the Acceptance Certificate process in accordance with the agreed acceptance criteria, if applicable]

8. Specific Skills

[Buyer to confirm if any specific skills are required for the delivery of this service]

9. 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	Format	Report Date
1	Add/delete rows as appropriate		
2			
3			

10. Supplier Staff

The managing of SOWs under varying engagement terms will be managed in line with the appropriate open book pricing templates as per the contract. The open book pricing templates are included in this Section.

The anticipated resource requirement for this SOW is identified in this section. The Supplier should identify during delivery if these roles need to be varied to deliver the services required. All rates are to be in line with contractual rates, with only resource types identified in the Call-Off Contract in scope.

The table below represents an estimated schedule of charges for delivering the outcomes within this SOW, with the Supplier reserving the right to substitute or amend individuals used during the delivery of this SOW. Any changes to the deliverables or scope under the agreed SOW shall be managed via Variation using Joint Schedule 2 (Variation Form).

11. Pricing Template

Job Title	Profession Role	SFIA Grade	Charge Rate (£/Day)	Monthly Limit (Days)						Total (Days)	Sub Total (£)
				Nov 23	Dec 23	Jan 24	Feb 24	Mar 24	Apr 24		
										XX	
										XX	
										XX	
Monthly Expenses Limit (£)				0	0					-	0
Monthly Total (Days)				0	0					-	-
Monthly Total (£)				0	0					-	XXXX

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	
	Title	
	Date	
	Signature	
For and on behalf of the Buyer	Name	
	Title	
	Date	
	Signature	

ANNEX 1

Data Processing

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

[TEMPLATE ANNEX 1 OF JOINT SCHEDULE 11 (PROCESSING DATA) BELOW]

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <i>[Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</i> <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"> <i>[Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</i> <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <i>[Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</i> <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> Business contact details of Supplier Personnel for which the Supplier is the Controller, Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller, <i>[Insert the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1)]</i>

	<p><i>the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</i></p> <p><i>[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</i></p>
Duration of the Processing	<i>[Clearly set out the duration of the Processing including dates]</i>
Nature and purposes of the Processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]</i>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>