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

**Order Form**

CALL-OFF REFERENCE: project\_26522

CALL-OFF TITLE: Augmented Resource for Digital Modernisation and Efficiency (DME) Centre of Excellence (CoE) for Conversational Platform

CALL-OFF CONTRACT

DESCRIPTION: Provision of Augmented Resources to support

ongoing activity within Centre of Excellence for

Conversational Platform – Digital Modernisation and Efficiency

THE BUYER: Department for Work and Pensions

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

THE SUPPLIER: Hippo Digital Ltd

SUPPLIER ADDRESS: First Floor, Aireside House, 24 Aire Street, Leeds, LS1 4HT

REGISTRATION NUMBER: 09877239  
DUNS NUMBER: 221253893

SID4GOV ID: 158870

# APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 17th July 2024.

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 10 (Rectification Plan)
     + Joint Schedule 11 (Processing Data)
     + Joint Schedule 13 (Cyber Essentials Scheme)
   * Call-Off Schedules for RM6263
     + Call-Off Schedule 1 (Transparency Reports)
     + Call-Off Schedule 3 (Continuous Improvement)
     + Call-Off Schedule 7 (Key Supplier Staff)
     + Call-Off Schedule 9 (Security)
     + Call-Off Schedule 10 (Exit Management)
     + Call-Off Schedule 18 (Background Checks)
     + Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)
6. 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 START DATE: Monday 29nd July 2024

CALL-OFF EXPIRY DATE: Monday 31st March 2025

CALL-OFF INITIAL PERIOD: 8-months

CALL-OFF OPTIONAL

EXTENSION PERIOD: None

MINIMUM NOTICE PERIOD

FOR EXTENSION(S): N/A

CALL-OFF CONTRACT VALUE: £501,820.32 Inclusive of VAT

KEY SUB-CONTRACT PRICE: N/A

# CALL-OFF DELIVERABLES

The Supplier shall provide a team of resources to work in a Rainbow Team, under the direction of the Buyer, for the period of time specified in this Call-Off Contract.

[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 required 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

1. The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms, as amended by the Framework Award Form Special Terms.

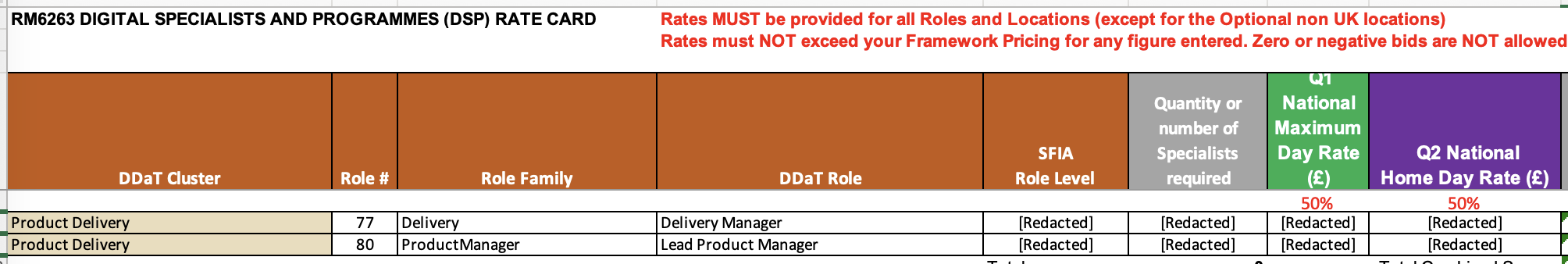
“Each Party’s total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the lesser of; £5 million or 150% of the Estimated Yearly Charges.”

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £639,591.02 Inclusive of VAT. Estimated Charges in the first 12 Months of the Contract £639,591.02 Inclusive of VAT.

2. Clause 11.6 of the Core Terms is amended to read as follows for the purposes of this Call-Off Contract: “In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the lower of Data Protection Liability Cap or 125% of the of the Estimated Yearly Charges.”

# CALL-OFF CHARGES

1. Time and Materials (T&M);



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 this Call-Off Contract 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

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/attachment_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)](https://www.gov.uk/government/publications/security-policy-framework)

# SUPPLIER’S AUTHORISED REPRESENTATIVE

[Redacted]

# SUPPLIER’S CONTRACT MANAGER

[Redacted]

# PROGRESS REPORT FREQUENCY

N/A

# PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

# KEY STAFF

# To be outlined in each individual Statement of Work

# KEY SUBCONTRACTOR(S)

N/A

# COMMERCIALLY SENSITIVE INFORMATION

N/A

**BALANCED SCORECARD**

N/A

# MATERIAL KPIs

N/A

# SERVICE CREDITS

N/A

# ADDITIONAL INSURANCES

N/A

# GUARANTEE

N/A

# 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)

# 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] | Signature: | [Redacted] |
| Name: | [Redacted] | Name: | [Redacted] |
| Role: | [Redacted] | Role: | [Redacted] |
| Date: |  | Date: |  |

**Appendix 1**

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules).

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

**Annex 1 (Template Statement of Work)**

|  |  |
| --- | --- |
| **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:** | 29th July 2024 |
| **SOW Title:** | Augmented Resource for Digital Modernisation and Efficiency (DME) Centre of Excellence (CoE) for Conversational Platform |
| **SOW Reference:** | 001 |

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| --- | --- |
| **Call-Off Contract Reference:** | Project\_26522 ecm\_TBC |
| **Buyer:** | The Department for Work and Pensions |
| **Supplier:** | Hippo Digital Ltd |
| **SOW Start Date:** | 29th July 2024 |
| **SOW End Date:** | 30th September 2024 |
| **Duration of SOW:** | 2 months |
| **Key Personnel (Buyer)** | [Redacted] |
| **Key Personnel (Supplier)** | [Redacted] |
| **Subcontractors** | N/A |

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| --- | --- |
| **2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT** | |
| **SOW**  **Deliverables Background** | The Department for Work and Pensions requires a number of augmented resources to support in the delivery of the Centre of Excellence (CoE) for Conversational Platform. |
| **Delivery phase(s)** | N/A |
| **Overview of Requirement** | The requirement is for a team of augmented resources to form a rainbow team alongside DWP Personnel. |
| **Accountability Models** | Please tick the Accountability Model(s) that shall be used under this Statement of Work:  Sole Responsibility:☐ Self Directed Team:☐ Rainbow Team:☐ |

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| **3. BUYER REQUIREMENTS – SOW DELIVERABLES** | |
| **Outcome Description** | [Redacted] |

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| **Delivery Plan** | The provision of 4 consultants is in accordance with Section 3 (Buyer Requirements) of this SOW. |
| **Dependencies** | The Buyer will provide, at no cost to the Supplier, laptops and necessary devices for Supplier staff to perform the Services. The Buyer will provide, at no cost to the Supplier, necessary network access, tooling and software for the Supplier staff to deliver required services. The Buyer will provide, at no cost to the Supplier, the necessary office space, computers and facilities reasonably required for Supplier Personnel to perform the Services on site at Buyer Premises.  Assumptions:  All required travel by the Suppliers consultants will be recharged to the buyer under the agreed expenses policy. |
| **Supplier Resource Plan** | The provision of resources is in accordance with Section 3 (Buyer Requirements) of this SOW.   |  |  |  |  | | --- | --- | --- | --- | | **Role** | **Rate** | **Days** | **Total (ex VAT)** | | Senior Delivery Manager | £729.39 | 45 | £32,822.55 | | Senior Delivery Manager | £729.39 | 45 | £32,822.55 | | Senior Delivery Manager | £729.39 | 45 | £32,822.55 | | Lead Product Manager | £729.39 | 45 | £32,822.55 | | **Total** | | **180** | **£131,290.2** | |
| **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).    The Supplier agrees to the additional Buyer standard clauses in respect of Security Requirements listed below.   1. **Risk Management:**     1. 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.    2. 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:**    1. 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.    2. 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**     1. 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.    2. 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.    3. 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**    1. The Buyer’s security policies are published on:   [DWP procurement: security policies and standards - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards)   * 1. 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 [HMG personnel security controls - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/hmg-personnel-security-controls) |
| **Cyber Essentials Scheme** | 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** | N/A |
| **Performance Management** | N/A |
| **Additional Requirements** | **Annex 1 –** Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work. |
| **Key Supplier Staff** | |  |  |  | | --- | --- | --- | | **Key Role** | **Key Staff** | **Contract Details** | | Senior Delivery Manager | [Redacted] |  | | Senior Delivery Manager | [Redacted] |  | | Senior Delivery Manager | [Redacted] |  | | Lead Product Manager | [Redacted] |  | |

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| **Worker Engagement Status** | Yes  The provisions set out in the embedded document below shall apply to this SOW.  The supplier must confirm in writing prior to the commencement of each statement of work that the resources deployed to deliver the services are employees (with PAYE tax and NI deducted at source. |
| **SOW Reporting Requirements:** | The Supplier shall 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:   * 1. Supplier Staff Name(s)   2. Start and End date of the Engagement   3. The contracted Day Rate of the Supplier Staff   4. Is (Are) the Supplier Staff on a payroll and are deductions of PAYE and National Insurance made at source? Yes/No   5. 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 |  | |

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| **4. CHARGES** | |
| **Call Off Contract Charges** | The applicable charging method(s) for this SOW is:   * Capped Time and Materials   The estimated maximum value of this SOW (irrespective of the selected charging method) is £183,253.61 Inclusive of VAT.  The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.  **INVOICING:**  Electronic Invoices (attached to E-Mails) should be sent to:  [Redacted] |
| **Rate Cards Applicable** | SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 4 (attachment 4 – pricing schedule), including details of any discounts that will be applied to the work undertaken under this SOW. |
| **Financial Model** | Time and Material - as stated in the Suppliers Resource Plan. |
| **Reimbursable Expenses** | Yes, in accordance with the DWP Expenses Policy as embedded in the Order Form. |

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| **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** | [Redacted] |
| **For and on behalf of the** | [Redacted] |
| **Buyer** |  |
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|  |  |

**ANNEX 1**

**Data Processing**

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11

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

|  |  |
| --- | --- |
| **Description** | **Details** |
| 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:     * Citizen details - name, address, NI number etc. * Ability to update personal information * Citizen contact history * Past payment information * Future payment information * Access to Proof of benefit (to enable download) * Citizen evidence upload * Online notifications     **The Parties are Independent Controllers of Personal Data**    The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:     * 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, 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) |
|  | 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] |
| Duration of the Processing | The duration of this Call-Off Contract & SOW |
| Nature and purposes of the Processing | 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.  The purpose might include: employment processing, statutory obligation, recruitment assessment etc. |
| Type of Personal Data | * Citizen details - name, address, NI number etc. * Ability to update personal information * Citizen contact history * Past payment information * Future payment information * Access to Proof of benefit (to enable download) * Citizen evidence upload * Online notifications |
| Categories of Data Subject | Customers/ clients, suppliers, members of the public, users of a particular website etc. |
| *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* | Data will be accessed for the term of the contract. No data is transferred to supplier as part of this service. |