

Order Form Template and Call-Off Schedules

Order Form

CALL-OFF REFERENCE:	Ecm_12150
CALL-OFF TITLE:	Provision of multiple resource to primarily support delivery of DWPs AME Payments – Strategic Product Development.
CALL-OFF CONTRACT DESCRIPTION:	A 19 month + 4.5-month Contract that provides for the provision of resource that primarily supports delivery of DWPs AME Payments – Strategic Product Development.
THE BUYER:	Department for Work and Pensions.
BUYER ADDRESS	[Redacted]
THE SUPPLIER:	Accenture (UK) Ltd
SUPPLIER ADDRESS:	[Redacted]
REGISTRATION NUMBER:	[Redacted]
DUNS NUMBER:	[Redacted]
SID4GOV ID:	[Redacted]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 26th September 2024.

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

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The Parties intend that this Call-Off Contract will not, except for the first Statement of Work following its execution, 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 struck through, 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)~~
 - ~~Joint Schedule 8 (Guarantee)~~
 - 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 ecm_12150:
 - Call-Off Schedule 1 (Transparency Reports)
 - ~~Call-Off Schedule 2 (Staff Transfer)~~
 - Call-Off Schedule 3 (Continuous Improvement)

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- Call-Off Schedule 4 (Call-Off Tender)
- 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) Part A Short Form
- Call-Off Schedule 10 (Exit Management)
- ~~Call-Off Schedule 12 (Clustering)~~
- ~~Call-Off Schedule 13 (Implementation Plan and Testing)~~
- ~~Call-Off Schedule 14A (Service Levels)~~
- 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 17 (MOD Terms)~~
- Call-Off Schedule 18 (Background Checks)
- ~~Call-Off Schedule 19 (Scottish Law)~~
- Call-Off Schedule 20 (Call-Off Specification)
- ~~Call-Off Schedule 21 (Northern Ireland Law)~~
- ~~Call-Off Schedule 23 (HMRC Terms)~~
- ~~Call-Off Schedule 25 (Ethical Walls Agreements)~~
- ~~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.

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CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

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

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

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

and in the case of a Statement of Work, the date specified in that Statement of Work.

CALL-OFF START DATE: 26/09/2024

CALL-OFF EXPIRY DATE: 25/04/2026

CALL-OFF INITIAL PERIOD: 19 Months

CALL-OFF OPTIONAL
EXTENSION PERIOD: Up to 4.5 Months

MINIMUM NOTICE PERIOD
FOR EXTENSION(S): 2 Months.

CALL-OFF CONTRACT VALUE: £4,000,000.00 (excluding VAT) exclusive
of extension options.

CALL-OFF DELIVERABLES

For the purposes of the Invitation to Tender, please refer to Attachment 3 Statement of Requirements, which will be inserted into Call-Off Schedule 20 (Call-Off Specification) on award of contract.

The Parties intend to execute Statements of Work which shall, upon their respective signatures, be incorporated into Annex 1 to this Call-Off Contract and include the associated Deliverables.

The Parties may execute further Statements of Work in accordance with "Statement of Works" below.

Below is an example set of roles (but is not limited to) that the Supplier may be requested to provide over the Term of the Call-Off Contract which is subject to agreement between the Parties in each Statement of Work:

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DDAT Role	Quantity	SFIA Level	Clearance
Lead Product Manager	[Redacted]	5	BPSS
Senior Business Analyst		5	BPSS
Business Analyst		4	BPSS
Junior Business Analyst		3	BPSS
Lead Software Developer		5	BPSS
Senior Software Developer		4	BPSS
Lead DevOps		5	BPSS
Senior DevOps		4	BPSS
Senior Test Engineer		5	BPSS
Test Engineer		4	BPSS
Service Designer		4	BPSS
User Researcher		4	BPSS

DDAT Role	SFIA Level	Clearance
Senior Business Analyst	5	BPSS
Business Analyst	4	BPSS
Junior Business Analyst	3	BPSS
User Researcher	4	BPSS

BUYER's STANDARDS

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards set out in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract as per the Attachment 3 – Statement of Requirements section 18:

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.

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In reasonable advance of signing this Call-Off Contract and/or any Statement(s) of Work, the Buyer shall notify the Supplier of any specific legal or regulatory requirements that apply to the Buyer and may impact the Supplier's delivery of Services under this Call-Off Contract (or any Statement of Work, as applicable).

CYBER ESSENTIALS SCHEME

N/A

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£2,000,000.00 (ex VAT)**.

The Parties further agree that Clause 11.2 of the Core Terms shall be amended to read as follows for the purposes of this Call-Off Contract:

"11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than 150% of the Yearly Charges unless specified in the Call-Off Order Form."

CALL-OFF CHARGES

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

Charges will be Time and Materials (T&M).

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

- Specific Change in Law

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

REIMBURSABLE EXPENSES

Any applicable expenses must be agreed as part of the individual Statement of Work (SOW) and will be in line with the DWP policy on expenses and any travel that incurs expenses will be pre-approved by DWP. If the resource requires hotel accommodation or travel in the execution of their DWP Assignment, DWP will need to authorise this travel and accommodation in line with DWP Travel Policy.

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[Redacted]

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

It is noted that the Services to be performed by the Supplier are resource augmentation within a rainbow team, working at the direction of the Buyer. The Supplier Staff will use Buyer supplied equipment e.g.: laptop and will use Buyer supplied environments and repositories.

Available online. Further information can be found here:

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[Security policy framework: protecting government assets - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/security-policy-framework-protecting-government-assets)

DWP Enhanced Security Terms:

[Redacted]

The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, complete the information security questionnaire in the format stipulated by the Authority (the "Information Security Questionnaire") at least annually or at the request by the Authority. The Contractor shall provide the completed Information Security Questionnaire to the Authority within one calendar month from the date of request.

It is noted that the Services to be performed by the Supplier are resource augmentation within a rainbow team, working at the direction of the Buyer. The Supplier staff will use Buyer supplied equipment eg laptop and will use Buyer supplied environments and repositories. Therefore, the Buyer acknowledges that the requirements for the Supplier to provide or update a Security Management Plan as detailed in Call Off Schedule 9 (Security) are not required for this Call Off Contract. Any change to this arrangement will be subject to a change to this Call Off Contract in accordance with the Variation Procedure

SUPPLIER'S AUTHORISED REPRESENTATIVE

[Redacted]

SUPPLIER'S CONTRACT MANAGER

[Redacted]

PROGRESS REPORT FREQUENCY

Not applicable.

PROGRESS MEETING FREQUENCY

Not applicable.

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KEY STAFF

Worker Engagement Status will be inside IR35.

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4 (Commercially Sensitive Information).

BALANCED SCORECARD

See Schedule 14B.

MATERIAL KPIs

See Schedule 14B.

ADDITIONAL INSURANCES

Not applicable.

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)

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.

OTHER

1. The Supplier's Staff will not be provided on an exchange or secondment basis
2. The Supplier's services are provided subject to a 90-day warranty period.

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[Redacted]