

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

Order Form

CALL-OFF REFERENCE:	Project_25847 ECM_11197
CALL-OFF TITLE:	Shared Channels Experience (SCE) – Centre of Excellence for Conversational Platform – Augmented Resources
CALL-OFF CONTRACT DESCRIPTION:	Provision of Augmented Resources to support ongoing activity within Centre of Excellence for Conversational Platform - Shared Channels Experience
THE BUYER:	The Department of Work & Pensions
BUYER ADDRESS	Caxton House, Tothill Street, London, SW1H 9NA
THE SUPPLIER:	Accenture
SUPPLIER ADDRESS:	30 Fenchurch Street, London EC3 3BD
REGISTRATION NUMBER:	4757301
DUNS NUMBER:	73-493-9007
SID4GOV ID:	Not Applicable

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 09/06/2023 date of issue.

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 4 (Commercially Sensitive Information)
 - Joint Schedule 6 **Not applicable**
 - Joint Schedule 7 **Not applicable**
 - Joint Schedule 8 **Not applicable**
 - Joint Schedule 10 (Rectification Plan) **Not applicable**
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 **Not applicable**
 - Joint Schedule 13 (Cyber Essentials) **Not applicable**
 - Call-Off Schedules for RM6263
 - Call-Off Schedule 1 (Transparency Reports) **Not applicable**
 - Call-Off Schedule 2 **Not applicable**
 - 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 Deliveries)
 - Call-Off Schedule 7 (Key Supplier Staff) **Not applicable**
 - Call-Off Schedule 8 **Not applicable**
 - Call-Off Schedule 9 (Security) Short form
 - Call-Off Schedule 10 (Exit Management) **Not applicable**
 - Call – Off Schedule 12 **Not applicable**
 - Call-Off Schedule 13 **Not applicable**
 - Call-Off Schedule 14A **Not applicable**
 - Call-Off Schedule 14B Service Levels and Balanced Scorecard **Not applicable**
 - Call-Off Schedule 15 (**Contract Management**) **Not applicable**
 - Call-Off Schedule 16 **Not applicable**
 - Call –Off Schedule 17 **Not applicable**
 - Call-Off Schedule 18 (Background Checks) **Not applicable**
 - Call-Off Schedule 19 **Not applicable**
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 21 **Not applicable**
 - Call-Off Schedule 23 **Not applicable**
 - Call-Off Schedule 25 **Not applicable**
 - Call-Off Schedule 26 **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 START DATE: 3rd July 2023

CALL-OFF EXPIRY DATE:	29 th March 2024
CALL-OFF INITIAL PERIOD:	9 Months
CALL-OFF OPTIONAL EXTENSION PERIOD:	25% of the initial contract
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	30 Days
CALL-OFF CONTRACT VALUE:	Initial Contract term £1,163,484 Inclusive of VAT. £969,570 (excluding VAT). However, the Buyer reserves the right to invoke the optional 25% extension uplift of £290,871 inclusive of VAT, taking the Total Contract Value to £1,454,355 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.

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:

CYBER ESSENTIALS SCHEME

Not Applicable

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 £1,163,484 Inclusive of VAT. Estimated Charges in the first 12 Months of the Contract £1,163,484 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

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

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

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

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

DWP Expense Policy



DWP Supplier Travel
Policy - Jan 23.pdf

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-protecting-government-assets)

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

Not Applicable

PROGRESS MEETING FREQUENCY

Not Applicable

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not Applicable

(1) BALANCED SCORECARD

Not Applicable

Schedule 14B is not applicable to this Call Off Contract

(2) [SERVICE CREDITS

Not applicable

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.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
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)).

Statement of Work

1. STATEMENT OF WORK ("SOW") DETAILS	
<p>Upon execution, this SOW forms part of the Call-Off Contract (reference below).</p> <p>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.</p> <p>All SOWs must fall within the Specification and provisions of the Call-Off Contract.</p> <p>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.</p>	
Date of SOW:	21 June 2023
SOW Title:	Shared Channels Experience – Centre of Excellence (CoE) for Conversational Platform – Augmented Resources
SOW Reference:	001
Call-Off Contract Reference:	Project_25847 ECM_11197
Buyer:	The Department for Work & Pensions
Supplier:	Accenture
SOW Start Date:	3 rd July 2023
SOW End Date:	29 th March 2024
Duration of SOW:	9 months
Key Personnel (Buyer)	[REDACTED]


Key Personnel (Supplier)	Not Applicable
Subcontractors	Not applicable

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT	
SOW Deliverables Background	The Department for Work & Pensions require a number of augmented resources to support in the delivery of the Centre of Excellence (CoE) for Conversational Platform – Augmented Resources
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	<p><i>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</i></p> <p><i>Sole Responsibility:</i> <input type="checkbox"/></p> <p><i>Self Directed Team:</i> <input type="checkbox"/></p> <p><i>Rainbow Team:</i> <input checked="" type="checkbox"/></p>

3. BUYER REQUIREMENTS – SOW DELIVERABLES	
Outcome Description	<p>The Supplier shall provide Supplier Staff to work in a Rainbow Team, on a Time and Materials basis, under the direction of the Buyer, for the period of time specified in this Statement of Work.</p> <p>The Services will be performed at the Buyers premises in Manchester or remotely. Travel to other locations will be subject to agreement between the Parties, with expenses. The table below shows the Supplier's resources profile as at the Effective Date of this Statement of Work.</p> <p>[REDACTED]</p>

	<p>The Buyer shall ensure the Supplier is given a minimum of 10 Working Days' notice prior to requesting the roll off of any resources. This requirement is not valid during the final 10 Working Days of this Statement of Work</p> <p>Should any changes be required, this shall be discussed and agreed between the Parties. Parties shall use the Variation Procedure to enact changes to this Statement of Work, as set out in Clause 24 of the Core Terms and Joint Schedule 2.</p> <p>The Buyer shall, at their cost, make available to the Supplier Staff any office access and suitable desk facilities; any hardware, software (including open source software); tools; access to Buyer environments and repositories and any other items or access required to enable the Supplier Staff to perform the resource augmentation Services.</p>
Delivery Plan	Not Applicable
Dependencies	Not Applicable
Supplier Resource Plan	Not Applicable
Security Applicable to SOW:	<p>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).</p> <p>The Supplier agrees to the additional Buyer standard clauses in respect of Security Requirements listed below.</p> <p>1. Risk Management:</p> <ul style="list-style-type: none"> 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. 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. <p>2. Security Audit and Assurance:</p> <ul style="list-style-type: none"> 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. <p>3. Security Policies and Standards</p> <ul style="list-style-type: none"> 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.

	<p>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.</p> <p>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.</p> <p>4. Security Policies and Standards</p> <p>a. The Buyer's security policies are published on: DWP procurement: security policies and standards - GOV.UK (www.gov.uk)</p> <p>b. The Supplier will be required to comply with:</p> <ul style="list-style-type: none"> • 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 <p>(published on HMG personnel security controls - GOV.UK (www.gov.uk))</p>
Cyber Security Standards	Not Applicable
SOW Standards	N/A
Performance Management	Not Applicable
Additional Requirements	Not Applicable
Key Supplier Staff	Not Applicable
Worker Engagement Status	<p>Yes</p> <p>The provisions set out in Annex 2 shall apply to this SOW.</p> <p>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).</p>

	 <p>CEST.pdf</p>
SOW Reporting Requirements:	Not Applicable
Assumptions	<ol style="list-style-type: none"> 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.

4. CHARGES	
Call Off Contract Charges	<p>The applicable charging method(s) for this SOW is:</p> <ul style="list-style-type: none"> • Time and Materials <p>The estimated maximum value of this SOW (irrespective of the selected charging method) is £817,521.85 Exclusive of VAT.</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p> <p>INVOICING: Electronic Invoices (attached to E-Mails) should be sent to:</p> <p>[REDACTED]</p>
Rate Cards Applicable	Please see table above for the rates applicable to this Statement Of Work
Financial Model	Not Applicable
Reimbursable Expenses	Please refer to DWP Expense Policy as embedded in the Order Form

5. SIGNATURES AND APPROVALS
<p>Agreement of this SOW</p> <p>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:</p>

For and on behalf of the Supplier	Name and title	
	Date	
	Signature	
For and on behalf of the Buyer	Name and 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:

The Supplier will have no access to Personal Data. As such, this Annex is Not Applicable.

Description	Details
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<p>Identity of Controller for each Category of Personal Data</p>	<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"> • 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 <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, 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)
	<p>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]</p>
<p>Duration of the Processing</p>	<p>The duration of this Call-Off Contract & SOW</p>

Nature and purposes of the Processing	<p>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.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.</p>
Type of Personal Data	<ul style="list-style-type: none"> • 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.
<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>	Data will be accessed for the term of the contract. No data is transferred to supplier as part of this service.

ANNEX 2 Worker Engagement Status

1. Off-Payroll Working Rules

1.1 In this paragraph, the following expressions mean:

Contractor	means any individual delivering, or forming part of, the SOW Deliverables (or any part of them)
Intermediary	means any “intermediary” (as defined in section 61M ITEPA) in respect of which any of Conditions A – C within section 61N ITEPA are met
ITEPA	Income Tax (Earnings and Pensions) Act 2003
Off-Payroll Working Rules	means the provisions of Chapter 10 of Part 2 ITEPA relating to the engagement of workers through intermediaries and the provisions of Social Security Contributions (Intermediaries) Regulations 2000/727 (or, in each case, any other provisions under any law having like effect)
Status Determination	means a status determination pursuant to, and for the purposes of, the Off-Payroll Working Rules
SOW Deliverables	means any Deliverables to be provided under the relevant Statement of Work
Tax	means income tax, employee national insurance contributions and employer national insurance contributions (in each case whether or not required to be accounted for under the PAYE rules of the United Kingdom) and any equivalent tax, contribution or similar obligations elsewhere, together, in each case, with all related penalties and interest

2. Subject to paragraph 1.3 below, the Supplier warrants and undertakes to the Buyer in respect of any Contractor based in the UK that (i) each Contractor will be directly engaged exclusively as an employee of the Supplier or an Affiliate of the Supplier for the purposes of and when delivering any SOW Deliverables (with all required Tax being withheld, deducted and/or accounted for in respect of any payments or other benefits provided to that Contractor), or (ii) where a Contractor is not engaged as an employee of the Supplier or a Affiliate of the Supplier, including but not limited to cases where Supplier uses a third party agency to procure Contractors, they will be engaged as a worker and subject to PAYE for the purposes of and when delivering any SOW Deliverables (with all required Tax being withheld, deducted and/or accounted for in respect of any payments or other benefits provided to that Contractor); and – in both cases (ii) that it is not, nor will at any time be, an Intermediary of any Contractor.

3. The Supplier warrants and undertakes to the Buyer that no Contractor will deliver their services through an Intermediary of that Contractor without the Supplier having first obtained the written consent of the Buyer to such Contractor doing so (such consent being at the absolute discretion of the Buyer).

4. Promptly upon request from the Buyer, the Supplier shall provide (or procure provision) to the Buyer of all such evidence, information and assistance as the Buyer reasonably requires in order to confirm that the warranties and undertakings given by the Supplier in paragraphs 2 and 3 are, and remain, true, accurate and correct in all respects.

5. The Buyer shall be entitled to make any deductions in respect of Tax, from any payments to the Supplier, which it reasonably considers are required to be made as a result of, or connection with, the application of the Off-Payroll Working Rules.

6. In respect of each Contractor or the SOW Deliverables (or any part of them), promptly upon request from the Buyer, the Supplier shall provide (or procure provision) to the Buyer of all such information and assistance as the Buyer reasonably requires in connection with the Off-Payroll Working Rules (including, but not limited to, such information or assistance as the Buyer reasonably requires in order to assess whether or not the Off-Payroll Working Rules apply to the SOW Deliverables (or any part of them) and/or to any arrangements involving the performance of any services by any Contractor, to carry out any Status Determination or to comply with any other requirement or obligation it may have as a result of or in connection with the application of the Off-Payroll Working Rules).
7. In circumstances where the Supplier, any Contractor or any other person involved (directly or indirectly) in the supply of the SOW Deliverables (or any part of them) wishes to make any representations (or any further representations) to the Buyer that any Status Determination carried out by the Buyer is incorrect, the Supplier shall procure that any such representations are sent to the Buyer.
8. The Supplier warrants and undertakes to the Buyer that it shall:
9. immediately inform the Buyer if, at any time, it becomes aware of any new or additional fact, matter or circumstance, or any change in any fact, matter or circumstance, in each case, from which it appears that (a) the Off-Payroll Working Rules could apply or (b) any change may need to be made to any Status Determination previously carried out, in each case, in relation to the supply of the SOW Deliverables (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor, and the Supplier shall also procure that each Contractor will do the same; and
10. in circumstances where the Buyer has, in relation to any Contractor, determined that the condition in section 61M(1)(d) ITEPA is not met, manage the delivery of the SOW Deliverables (and any part of them), manage any arrangements involving the performance of any services by that Contractor, and do or not do (as the case may be) all such things as are necessary, in each case, to ensure that the condition in section 61M(1)(d) ITEPA is not met and remains not met, in relation to that Contractor.
11. The Supplier warrants and undertakes to the Buyer that it shall, at all times, comply with any and all requirements or obligations it may have as a result of or in connection with the application of the Off-Payroll Working Rules to the provision of the SOW Deliverables (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor, including, but not limited, to any obligation to make any deductions for Tax, and shall procure the compliance of all other parties involved (directly or indirectly) in the supply of the SOW Deliverables (or any part of them).
12. The Supplier shall indemnify the Buyer, on demand and on an after-Tax basis, against:
13. any and all proceedings, claims or demands by any third party (including, but without limitation, HM Revenue & Customs and any successor, equivalent or related body);
14. any and all Tax and any other liabilities, losses, deductions, contributions or assessments; and
15. any and all reasonable costs or expenses and any penalties, fines or interest incurred or payable,
- in each case, which arise as a result of, in consequence of, or otherwise in connection with, (i) the Supplier, at any time, being in breach of any of the warranties or undertakings given in paragraphs 2, 3, 8 and/or 11 and/or (ii) the application of the Off-Payroll Working Rules to the provision of the SOW Deliverables (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor.
16. The provisions of clauses 26.2 – 26.6 of the Core Terms shall not apply to any claim under paragraph 12.