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

**Order Form**

CALL-OFF REFERENCE: Ecm\_11993

CALL-OFF TITLE: Re-Engineering Transformation

CALL-OFF CONTRACT

DESCRIPTION: DWP Re-engineering teams within Data Enablement are transforming the way D&A builds new data products aligned to business strategy and business needs. There is a requirement to work in blended teams, consisting of DWP staff and partner experts and a key deliverable from this contract will include building products and services to DWP Gold Build standards and skills transfer to DWP staff.

The programme has been working on enabling Digital to align Data delivery to the Hub and Spoke model outlined in the Data Strategy, whilst simultaneously building DWP internal capability to quickly build data products that solve business problems.

THE BUYER: Department for Works and Pensions

BUYER ADDRESS Redacted

THE SUPPLIER: Cognizant Worldwide Limited

SUPPLIER ADDRESS: Redacted

REGISTRATION NUMBER: 07195160

DUNS NUMBER: Redacted

SID4GOV ID:

# APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 09/08/24.

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):

DSP – Lot 2 Direct Award

# 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 10 (Rectification Plan)
     + Joint Schedule 11 (Processing Data)
     + Joint Schedule 13 (Cyber Essentials)
   * Call-Off Schedules for RM6263
     + Call-Off Schedule 1 (Transparency Reports)
     + Call-Off Schedule 3 (Continuous Improvement)
     + Call-Off Schedule 4 (Call-Off Tender) - N/A
     + 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) – Only identified in a Statement of Work (SOW)

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| o Call-Off Schedule 14B (Service Levels and Balanced Scorecard) | |
| o Call-Off Schedule 15 (Call-Off Contract Management) |  |

* + - Call-Off Schedule 18 (Background Checks)
    - Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms (version 3.0.11) as amended by RM6263 Framework Award Form v1.1

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: None

CALL-OFF START DATE: 12th August 2024

CALL-OFF EXPIRY DATE: 11th August 2025

CALL-OFF INITIAL PERIOD: 12 months

CALL-OFF OPTIONAL

EXTENSION PERIOD: 13 weeks

MINIMUM NOTICE PERIOD

FOR EXTENSION(S): 1 month

CALL-OFF CONTRACT VALUE: £1,631,070 ex VAT (£1,957,285 inc VAT)

MAXIMUM OPTIONAL £407,767.50 ex VAT, up to a maximum ceiling value of

EXTENSION VALUE: **£2,038,837.50 ex VAT**

KEY SUB-CONTRACT PRICE: N/A

# CALL-OFF DELIVERABLES

See Appendix 1, Statement of Work.

# 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:

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.

[dwp-procurement-security-policies-and-standards](https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards)

# CYBER ESSENTIALS SCHEME

The Buyer requires 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

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 are £1,631,070 ex VAT.

# 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 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

Expenses for travel to / from the agreed base location are included in the Supplier’s day rates specified in Call-Off Schedule 5 (Pricing Details and Expenses Policy).

Expenses incurred for travel to other locations will be made in accordance with the latest DWP Expense and Travel Policy (embedded below) which may change from time to time.

The Supplier will invoice DWP for actual expenses incurred during the performance of this engagement in accordance with the DWP policy. Expenses will include only necessary travel and lodging.

Copies of receipts are to be presented with the relevant invoice.

Subsistence or meal and drink allowance claims are not permitted as DWP deems day rates sufficient to cover such costs.

DWP operates a hybrid working policy with a requirement to work a minimum of 40% of the time in the designated DWP office. However, at this time, we are expecting the Supplier to operate remotely except where required to attend a Hub at the request of the Buyer. The Supplier must align their workers to one of the following hubs for expenses purposes -

* Benton Park View Newcastle
* Quarry House Leeds
* Peel Park Blackpool
* St Peter’s Square, Manchester
* Kings Court, Sheffield
* Caxton House, London or
* Arena Central, Birmingham

Redacted

# PAYMENT METHOD

The payment method for this Call-Off Contract is BACS made monthly in arrears.

A PO number will be provided to the Supplier when the record is set up in the Contracting Authority’s Single Operating Platform (SOP).

For any supply of Resource, the Supplier shall be required to provide time sheets to the

Contracting Authority named individual to allow Contracting Authority sign-off and support reconciliation to the invoice charges.

The Buyer will make payment of the invoice within 30 days of receipt of a valid invoice.

# BUYER’S INVOICE ADDRESS:

Invoices should be submitted monthly in arrears to:

Redacted

Redacted

Paper invoices should be sent to:

Redacted

# BUYER’S AUTHORISED REPRESENTATIVE

Redacted

# BUYER’S ENVIRONMENTAL POLICY

The Buyer is committed to a 100% reduction of greenhouse gas emissions and requires the Supplier to demonstrate an organisational commitment to the ‘Net Zero’ target throughout the life of this contract.

# BUYER’S SECURITY POLICY

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 and any of its Sub-contractors, shall not access, process, host or transfer Authority Data outside the United Kingdom without the prior written consent of the Buyer, and where the Buyer gives consent, the Supplier shall comply with any reasonable instructions notified to it by the Buyer in relation to the Buyer Data in question. The provisions set out in this paragraph shall apply to onshore, UK based resources.

Where the Buyer has given its prior written consent to the Supplier to access, process, host or transfer Buyer Data from premises outside the United Kingdom: -

1. the Supplier must notify the Buyer (in so far as they are not prohibited by Law) where any Regulatory Bodies seek to gain or has gained access to such Buyer Data;
2. the Supplier shall take all necessary steps in order to prevent any access to, or disclosure of, any Buyer Data to any Regulatory Bodies outside the United Kingdom unless required by Law without any applicable exception or exemption.

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 Call-Off Contract. Any failure by the Supplier to comply with any security requirements of this Call-Off Contract, shall constitute a material Default entitling the Buyer 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 any SOW Deliverables may be subject to change following certain events including, but not limited to, any relevant change in the delivery of those 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 – See BUYER’S STANDARDS**

The Buyer’s security policies are published on:

[dwp-procurement-security-policies-and-standards](https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards)

# SUPPLIER’S AUTHORISED REPRESENTATIVE

Redacted

# SUPPLIER’S CONTRACT MANAGER

Redacted

# PROGRESS REPORT FREQUENCY

Report frequency**:** At the end of each month

# PROGRESS MEETING FREQUENCY

Meeting frequency: A meeting at the end of each month to discuss any feedback or potential future drawdowns from the contract. Key Staff would be Redacted

# KEY STAFF

Redacted



# KEY SUBCONTRACTOR(S)

N/A

# COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4 (Commercially Sensitive Information).

**BALANCED SCORECARD**

See Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

# MATERIAL KPIs

N/A - Balanced Scorecard to be used.

# 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 Corporate Social Responsibility obligations as set out in Joint Schedule 5 (Corporate Social Responsibility).

# 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.

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| **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: | Redacted | Date: | Redacted |

**Appendix 1**

**Annex 1 (Statement of Work- SOW001)**

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| **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:** | 12 August 2024 |
| **SOW Title:** | Re- Engineering Transformation |
| **SOW Reference:** | SOW001 |

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| **Call-Off Contract Reference:** | Ecm\_11993 |
| **Buyer:** | The Department for Work and Pensions |
| **Supplier:** | Cognizant Worldwide Limited |
| **SOW Start Date:** | 12 August 2024 |
| **SOW End Date:** | 11 August 2025 |
| **Duration of SOW:** | 12 Months |
| **Key Personnel (Buyer)** | Redacted |
| **Key Personnel (Supplier)** | N/A |
| **Subcontractors** | N/A |

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| **2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT** | |
| **SOW**  **Deliverables Background** | This Statement Of Work aims to support existing DWP Data Enablement Re Engineering teams to build, deliver and sustain modernised data products.  The Department’s Data Strategy and Data Modernisation Programme have outlined the strategic direction for cloud hosted, distributed architecture to meet user needs into the future.    Through expert resourcing, coaching, mentoring and pair programming we aim to build our cloud capability and increase test automation, enhancing our ability to respond more effectively to change and foster a culture of proactive growth. |
| **Delivery phase(s)** | The programme has five teams (1 product each) each of which are at different stages of the delivery lifecycle.  Future Child Benefit (Discovery), Single Housing Benefit Extract (Alpha), Get Your State Pension (Alpha) Decision Making Appeals Case Recorder (Public Beta) and CEFMS (Run and Maintain) |
| **Overview of Requirement** | Support the Cross-Government Data Team to build a Data Provider Product to bring in Child Benefit Data from HMRC and meet the user needs of its consumers.  Support to modernise Get Your State Pension and Future Child Benefit, data feeds into the cloud using architectural patterns set by the Data Access Layer (DAL); create and implement automated pipelines for those data feeds.  Guide the transformation of Re Engineering teams to independently support new products, and have the capability to deliver additional products in the future  Implement frameworks that support DWP teams to self-assess DevOps and Test Automation maturity and identify appropriate training programmes with programme leads.  Implement Modern Testing Strategy to incorporate Automated Testing with an expectation to reduce time to live for Data Provider Products.  Identify skills gaps in existing DWP Teams and resource teams with roles to fill these gaps where necessary and then transform DWP Team Members ways of working and technical knowledge to close these gaps.  Write code level documentation within the code repositories in DWP GitLab |
| **Accountability Models** | *Please tick the Accountability Model(s) that shall be used under this Statement of Work:*  *Sole Responsibility:☐ Self Directed Team:☐ Rainbow Team: X* |

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| **3. BUYER REQUIREMENTS – SOW DELIVERABLES** | | | |
| **Outcome Description** | To enhance the capability of our teams by adding skilled resources to deliver strategic data products that are ***accessible, usable, governed and built to DWP Gold standards.***  To build strategic data products,we must transform our existing workforce so they can exploit the technologies and processes employed by DWP Data Access Layer and its reusable foundation services.  By strategically adding resource and upskilling DWP people we aim to empower our teams to deliver sustainable products efficiently. The process will foster a culture of continuous improvement and learning. | | |
| **Milestone Ref** | **Milestone Description** | **Acceptance Criteria** | **Due date** |

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| **MS01** | Deliver capability for teams to implement and self-assess Dev Ops maturity and identify appropriate training. | | Plan and set goals for coaching sessions, capturing important decisions and insights by creating documentation that can be shared. All documentation must be stored in a DWP area and readily available to teams. Continuously reflect and improve with programme tech leads | | Feb 25 |
| **MS02** | Deliver capability for teams to implement and self-assess TDD +BDD Test Automation maturity and identify appropriate training. Write code level documentation within the code repositories in DWP GitLab | | Plan and set goals for pair programming capturing important decisions and insights by creating documentation that can be shared. All code is peer reviewed and signed-off by a DWP engineer. DWP engineers deliver demos to explain what they’ve learned.  Develop test planning, test scripting, test reporting, adherence to agile processes. All documentation must be stored in a DWP area and readily available to teams. | | Aug 25 |
| **MS03** | Upskill in-house teams to independently support new products and have the capability to deliver additional products in the future. | | Learning and development delivered to DWP, this should be captured and recorded in an electronic format and shared with teams. Show & tells, lunch and learns, video content, as appropriate Focused learning sessions on identified topics (e.g. reusable patterns), paired programming is required throughout contractual period with DWP staff. New products can be maintained by DWP employees. | | Aug 25 |
| **MS04** | Deliver solutions and security architecture documentation and liaise with DWP domain architects to gain approval at Digital governance. Each solution should adhere to architectural principles, policies, and patterns as published in the DWP Blueprint. Act as a coach and mentor for DWP colleagues. | | Architecture documentation developed and agreed with team and approved at Digital governance forums. Documentation published on DWP team collaboration spaces. | | Aug 25 |
| **MS05** | All Supplier staff must complete DWP mandatory training | | All team members must complete DWP mandatory training as specified by programme leads before access to any environments will be granted. | | Sep 25 |
| **MS06** | Subsequent Statement Of Work agreed by 1 month prior to end of this Statement Of Work | | Statements Of Work should be agreed and signed 1 month in advance to avoid any disruptions. | | Ongoing |
| **Delivery Plan** | To be confirmed between the Buyer and Supplier. | | | | |
| **Dependencies** | The Buyer will provide, at no cost to the Supplier:   * laptops and necessary devices for Supplier staff to perform the Services * necessary network access, tooling and software and Buyer Assets for Supplier staff to deliver required services * the necessary office space, computers and facilities reasonably required for Supplier Personnel to perform the Services on site at Buyer Premises if required * Access to the business/user needs already captured/identified in previous research and the assumptions made regarding the problems employers and employees experience. | | | | |
| **Supplier Resource Plan** | The provision of resources is in accordance with Section 3 (Buyer Requirements) of this SOW subject to selection and agreement based on Skill and Security requirements. | | | | |
| **Security Applicable to SOW:** | See Buyer’s Security Policy section of the Order Form | | | | |
| **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** | As per the Order Form and needs to adhere to Government Digital Service (“GDS”) Standards. | | | | |
| **Performance Management** | Skill Improvement feedback – Feedback from team members on their confidence and proficiency with stated tools and technologies | Achieve 90% positive feedback score on proficiency improvement surveys | | Programme Lead Engineer and Delivery | |
| **Additional Requirements** | Cloud Product Progression – The number of products successfully delivered using cloud technologies | Completion of 3 data provider products. GYSP & FCB plus one other. | | Programme Lead Engineer, Delivery and Product | |
| **Key Supplier Staff** | Redacted | | | | |

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| **Worker Engagement Status** | All Cognizant resources to be on payroll or, where contractor staff, notified to DWP in advance to assess whether a status determination is required.. |
| **[SOW 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: |

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| **4. CHARGES** | |
| **Call Off Contract Charges** | The applicable charging method for this SOW is:   * Time and Materials   The estimated maximum value of this SOW (irrespective of the selected charging method) is £1,631,070 ex VAT.  The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract. |
| **Rate Cards Applicable** | Redacted |
| **Financial Model** | *N/A* |
| **Reimbursable Expenses** | Please refer to DWP Expense 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 |

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| Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties: | |
| **For and on behalf of the Supplier** | Name and title  Date Signature |
| **For and on behalf of the** | Name |
| **Buyer** | 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:

|  |  |
| --- | --- |
| **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:   * The Supplier will process the types and categories of Personal Data described below in the ordinary course of delivering the Services. Processing will take place exclusively in the Buyer’s environment and will predominantly be on the basis of read-only access, with no ability to manipulate the Personal Data, and involving a limited overall volume of Personal Data. Certain limited processing may occur in a live environment where required on a project-specific basis, subject to appropriate security clearance/Buyer consent.   **The Supplier is Controller and the Relevant Authority is Processor**  *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:*   * ***[Insert*** *the None*   **The Parties are Joint Controllers**  *The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:*   * ***[Insert*** *the None*   **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: None*  *Business* |

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| Duration of the Processing | *Length of the contract, 12/08/24 to 11/08/25* |
| Nature and purposes of the Processing | *Data is held in product DWP AWS accounts owned by teams. All data processing will happen in these accounts so there is no transfer of data to Supplier and thus no data destruction at Supplier side post contract. All products that are built adhere to the DWP data retention policy. Data is acquired about events during the life of numerous DWP benefit claims and we store them for the purposed of the business.* All products that are built adhere to the DWP data retention policy |
| Type of Personal Data | Names, Addresses, DOB, NI number, Claim numbers, Pay /bank account details, Medical notes |
| Categories of Data Subject | *Citizen Claimants and Agents* |
| 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 is held in product DWP AWS accounts owned by teams. There will be no returning of the data or deletion by the Supplier / processor.* |