



Crown  
Commercial  
Service

## **Digital Outcomes and Specialists 5 (RM1043.7)**

### **Framework Schedule 6 (Order Form)**

Version 2

Crown Copyright 2020

## Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

### Order Form

Call-Off Reference: Project\_25437

Call-Off Title: DWP Senior Agile Delivery Manager

Call-Off Contract Description:

Provision of Identity Senior Agile Delivery Manager resource for an initial REDACTED delivering key objectives for the DWP RBAC programme working in a multi-disciplinary programme team. Work closely with cross functional product teams to build a delivery roadmap and act as a delivery lead to remove blockers and ensure programme success and deliverables are met.

The Buyer: Department for Work and Pensions

Buyer Address: 2 St Peters Square Manchester M2 3LR

The Supplier: Mercator

Supplier Address: Mercator House, London Road, Crowborough, East Sussex, England, TN6 2TT

Registration Number: 05755983

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated **REDACTED** **2023**.

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists 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, Statement of Work 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**

Lot 2 Individual 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) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.7
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) RM1043.7

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

- Call-Off Schedules for RM1043.7
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 9 (Security – Part A)
  - Call-Off Schedule 18 (Background Checks)
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-Off Schedule 26 (Cyber Essentials Scheme)
  -

5 CCS Core Terms (version 3.0.9)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

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:

The Buyer shall advise the Supplier of any specific legal and regulatory requirements that are specific to the Buyer to which the Supplier must be aware of to enable it to provide the Services.

The Parties agree that optional Call Off Schedule 2 (Staff Transfer) does not apply to this Call-Off Contract as there are no people in scope to transfer upon commencement of this Call-Off Contract.

There are no Service Level Agreements, Liquidated Damages or Service Credits associated with this contract.

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Start Date: REDACTED  
Call-Off Expiry Date:  
Call-Off Initial Period:  
Call-Off Optional Extension:

Minimum Notice Period for Extensions: 30 Days prior to the end of the initial contract period.

Call-Off Contract Value: £89625.00 (Excluding VAT) and £107550.00 (Including VAT)

### Call-Off Deliverables

#### Option A:

Name of Deliverable	Working Days	Day Rate	Total
Senior Agile Delivery Manager	REDACTED		£89625.00 (Exc VAT) £107550.00 (Inc VAT)

### 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 referred to 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

The limitation of liability for this Call-Off Contract is 150% of the Charges limited to the Statement of Work listed.

The Estimated Initial period charges used to calculate liability in the first Contract Year is £89625.00 exclusive of VAT, £107550 inclusive of VAT.

### Call-Off Charges

Time and Materials (T&M)

### Reimbursable Expenses

DWP expenses must be pre agreed by individual project lead and be in line with the DWP Travel & Expenses Policy

### Payment Method

BACS - The Supplier will issue electronic invoices **monthly** in arrears. The Buyer will pay the Supplier within **30** days of receipt of a valid invoice.

This follows acceptance criteria being met in the method of weekly timesheet approval

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

completed by the Buyer.

REDACTED

REDACTED

**Buyer's Environmental Policy**

Intentionally left blank

REDACTED

REDACTED

REDACTED

### Commercially Sensitive Information

Commercially Sensitive Information Details of the Supplier's methodologies, policies and processes. The methodologies, policies and processes remain confidential and commercially sensitive to the Supplier and if such information was disclosed it could be commercially damaging to the Supplier.

All information relating to limits of liability, daily fee rates, pricing and charging mechanisms contained in the Call-Off Contract. Disclosure of which may provide affect the Supplier's competitive position. As a result the Supplier considers this information to be a 'trade secret'.

The terms of the Supplier's insurance are strictly confidential and if such information was disclosed it could be commercially damaging to the Supplier.

All details relating to personnel including but not limited to the numbers of resources with specific skills, numbers of security cleared staff, staff terms and conditions of employment and staff selection methods are used for the purpose of managing the Supplier's resources to secure trade and generate profit and provides the Supplier with a competitive advantage. If such information was disclosed it could be commercially damaging to the Supplier.

Any information relating to other customers of the Supplier that has been obtained as a result of the Services or as a result of procuring the Services (including pre-contract references).

### Additional Insurances

Not applicable

### Guarantee

Not applicable

### Statement of Works

Name of Deliverable	Number of days	Day rate	Total
Senior Agile Delivery Manager	REDACTED		£89625.00 (Exc VAT) £107550.00 (Inc VAT)

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

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.

REDACTED

REDACTED

## Annex 1 (Template Statement of Work)

### 1 Statement of Works (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 Contract.

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: REDACTED

SOW Title: Senior Agile Delivery Manager

SOW Reference: Project\_25437

Call-Off Contract Reference: Project\_25437

Buyer: The Department of Work and Pensions

Supplier: Mercator

SOW Start Date: REDACTED

SOW End Date: REDACTED

Duration of SOW: REDACTED

Key Personnel (Buyer): REDACTED

Key Personnel (Supplier):

### 2 Call-Off Contract Specification – Deliverables Context

Name of Deliverables	Number of Days	Day Rate	Total
Senior Agile Delivery Manager	<span style="border: 1px solid red; padding: 2px;">REDACTED</span>		£89625.00 (Exc VAT)

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

			£107550.00 (Inc VAT)
--	--	--	----------------------

**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).

**Cyber Essentials Scheme:**

Not Applicable

**Additional Requirements:**

- 1) The Supplier shall process Personal Data in accordance with Schedule 7 Annex 1 in the Call off Contract, with the ‘Supplemental Information to Annex 1’ (as set out below) and as agreed between the parties in any additional supplemental information to Annex 1 from time to time.
- 2) All Supplier resources will be inside IR35 in accordance with section ‘Part A: Order Form’ of the Call Off Contract. The Supplier confirms that all resources deployed to deliver the Services are PAYE and Tax and NI deductible at source.
- 3) All Supplier resources shall have BPSS level clearance at a minimum.
- 4) The majority of the Services will be delivered remotely. However, as some travel is required the applicable expenses including travel and accommodation as detailed below will be in line with the Buyer’s policy on expenses detailed in the Call Off Contract and any travel that incurs expenses will be pre-approved by the Buyer.

**Key Supplier Staff:**

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)
Senior Agile Delivery Manager	REDACTED		Inside IR35

## Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

### Your organisation's name

DWP

### Contract or role title

Senior Agile Delivery Manager

## Off-payroll working rules (IR35) apply

### Why you are getting this result

The answers you have given suggest the worker is providing a personal service to your organisation. This means they are classed as employed for tax purposes for this work.

### What you should do next

If your organisation is responsible for paying the worker, you need to operate PAYE on their earnings. If someone else is responsible, you should download a copy of this result and show it to them.

You could also read more about the [responsibilities of the fee-payer \(opens in a new window\)](https://www.gov.uk/guidance/fee-payer-responsibilities-under-the-off-payroll-working-rules) (https://www.gov.uk/guidance/fee-payer-responsibilities-under-the-off-payroll-working-rules).

Once your organisation knows who the worker is, you may get more information about their working practices. Then you can use this tool again to check if this information will change your determination.

It is important that you keep a copy of this result for your records. If you agree with the result, you can use it to support the reasons for your decision on the worker's employment status.

### About this result

#### Date of result:

23 December 2022, 15:00:15 (UTC)

#### Decision service version:

2.4

HMRC will stand by this result as long as it reflects the actual or expected working practices. If these working practices change, you should use this tool again.

## 3 Charges

### Call Off Contract Charges:

The applicable charging method(s) for this SOW is:

Time and Materials

The estimated maximum value of this SOW (irrespective of the selected charging method is £89625.00 (Exc VAT) £107550.00 (Inc VAT) This is excluding any possible contract extension period allowable under the Call off contract. There is no commitment from the Buyer to enter into any contract extension period during the duration of this Call Off Contract.

### Rate Cards Applicable:

Name of Deliverable	Number of Days	Day Rate	Total
Senior Agile Delivery Manager	1 REDACTED		£89625.00 (Exc VAT) £107550.00 (Inc VAT)

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

**Reimbursable Expenses:**

DWP expenses must be pre agreed by individual project lead and be in line with the DWP Travel & Expenses Policy.

**4 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:

REDACTED

REDACTED

**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	<p>1. 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"> <li>a. business contact details of Supplier Staff for which the Supplier is the Controller; and</li> <li>b. business contact details of any members of the public, directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the Buyer is the Controller.</li> </ul> <p>2. Buyer shall be a Controller for the purposes of Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>a. opinions and responses provided (including any special category personal data that may be collected) during any research activity by: <ul style="list-style-type: none"> <li>i. directors, officers, employees, agents, consultants and contractors of Buyer; and</li> <li>ii. members of the public.</li> </ul> </li> </ul>
Duration of the Processing	The duration of the Call-Off Contract

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

<p>Nature and purposes of the Processing</p>	<p>Supplier Processing</p> <p>Supplier Processing – is as set out broadly in the SOW’s but is limited to viewing of, and consulting in relation to, personal data. The parties agree that:</p> <ol style="list-style-type: none"> <li>1. The Supplier will follow the Buyer’s direction and guidelines on staff security Buyer systems, including role-based access controls and security standards. Where the Supplier is required to grant user access, this will be undertaken at the Buyer’s direction.</li> <li>2. Access for the Supplier to Buyer systems will be limited to Buyer provisioned laptops and approved USB devices.</li> <li>3. Any requirement to share data externally, such as with third parties for diagnostic purposes, is not to be undertaken by the Supplier and will remain the responsibility of the Buyer.</li> </ol>
<p>Type of Personal Data</p>	<ol style="list-style-type: none"> <li>1. Contact information (e.g. business e-mail address, telephone number etc.).</li> <li>2. Personal life information (e.g. life habits, family situation).</li> <li>3. Employment information (e.g. position, experience or employment history).</li> <li>4. Identification information (e.g. name, gender, image in communication systems, benefit case reference information).</li> <li>5. Data concerning health.</li> <li>6. Data revealing racial or ethnic origin.</li> </ol>
<p>Categories of Data Subject</p>	<ol style="list-style-type: none"> <li>1. Any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the</li> </ol>

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

	<p>Buyer is the Controller</p> <ol style="list-style-type: none"> <li>2. Members of the general public</li> <li>3. Supplier Staff engaged in the performance of the Supplier's duties under the SoW for which the Supplier is the Controller.</li> </ol>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>Delete or return as directed by the Buyer</p>