

CCBS22A02 – Provision of Data as a Service Directorate (DaaS)

CALL-OFF REFERENCE:	CCBS22A02. (CCS ref) 10280 (ECM Reference)
CALL-OFF TITLE:	Provision of Data as a Service Directorate (DaaS)
CALL-OFF CONTRACT DESCRIPTION:	<p>This is a 12-month Contract that provides for the provision of Data as a Service Directorate (DaaS). At a high-level DaaS requires a supplier to deliver specific digital outcomes to meet Data Services delivery needs across DWP and Government, supporting the large Departmental Change Projects, e.g. Universal Credit (UC), Personal Independent Payments (PIP) and the Fraud & Error Programme.</p> <p>In DaaS the Contracting Authority analyse, report and protect information in line with DWP's needs, fully exploiting data in support of the 'One DWP' vision. The Contracting Authority also support the detection of fraud in the benefits systems providing data and MI to support both DWP and cross government reform programmes. The Contracting Authority want to encourage the majority of interaction with citizens through digital self-service.</p>
THE BUYER:	Department for Work and Pensions.
BUYER ADDRESS	Caxton House, Tothill Street London Greater London SW1H 9NA England
THE SUPPLIER:	Methods Business and Digital Technology Limited

SUPPLIER ADDRESS:

Saffron House,
6-10 Kirby St,
London,
EC1N 8TS.

REGISTRATION NUMBER: 02485577
DUNS NUMBER: 505275578
SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated Wednesday 13th July 2022.

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 Specialist.

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 (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 CCBS22A02:
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - 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 15 (Call-Off Contract 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:
None.

CALL-OFF START DATE:	13/07/2022
CALL-OFF EXPIRY DATE:	12/07/2023
CALL-OFF INITIAL PERIOD:	12 Months.
CALL-OFF OPTIONAL EXTENSION PERIOD:	3 Months.
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	3 Months.
CALL-OFF CONTRACT VALUE:	£3,000,000.00 (excluding VAT), excluding 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.

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.

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 is **[redacted] (ex VAT)**.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 – Annex 2 (Pricing Details)

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 in accordance with clause 24.6 of the Core Terms.

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

See details in Annex 2 of Call-Off Schedule 20- Call-Off-Specification. The same Annex - - DWP Travel Policy 2 is attached.

The locations for the services (“hub sites”) are those listed in Call -Off-Schedule 20 section 21.



Annexure 2 - DWP
Travel Policy2 - Apr 21

PAYMENT METHOD

See details in Call-Off Schedule 20 – Call-Off Specification section 19.

BUYER'S INVOICE ADDRESS:

Framework Ref: RM6263
Project Version: v1.0
Model Version: v3.7

Invoices should be submitted monthly in arrears to: [redacted]

BUYER'S AUTHORISED REPRESENTATIVE

[redacted]

BUYER'S ENVIRONMENTAL POLICY

See details in Call-Off Schedule 20 – Call-Off Specification section 18.

BUYER'S SECURITY POLICY

See details in Call-Off Schedule 20 – Call-Off Specification section 18.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[redacted]

SUPPLIER'S CONTRACT MANAGER

[redacted]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month.

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter.

KEY STAFF

The Supplier:

[redacted]

KEY SUBCONTRACTOR(S)

Not Applicable.

COMMERCIALLY SENSITIVE INFORMATION

Suppliers Technical Proposal.

Suppliers Commercial Submission.

MATERIAL KPIS

The following Material KPIS shall apply to this Call-Off Contract in accordance with Call-Off Schedule 20 (Call off Specification v1.0):

[redacted]

GUARANTEE

The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

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:	12/07/2022	Date:	12/07/22

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	
<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:	To be confirmed between the Authority and Supplier
SOW Title:	To be confirmed between the Authority and Supplier
SOW Reference:	To be confirmed between the Authority and Supplier
Call-Off Contract Reference:	CCBS22A02
Buyer:	Department for Work and Pensions
Supplier:	To be confirmed between the Authority and Supplier
SOW Start Date:	To be confirmed between the Authority and Supplier
SOW End Date:	To be confirmed between the Authority and Supplier
Duration of SOW:	To be confirmed between the Authority and Supplier
Key Personnel (Buyer)	To be confirmed between the Authority and Supplier
Key Personnel (Supplier)	To be confirmed between the Authority and Supplier
Subcontractors	To be confirmed between the Authority and Supplier
2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT	

SOW Deliverables Background	Please refer to Call-Off schedule 20 – Call-Off Specification
Delivery phase(s)	To be confirmed between the Authority and Supplier
Overview of Requirement	To be confirmed between the Authority and Supplier
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 type="checkbox"/></p>

3. BUYER REQUIREMENTS – SOW DELIVERABLES		
Outcome Description	Please refer to Attachment 3 Statement of Requirements.	
Milestone Ref	Milestone Description	Acceptance Criteria
		Due date

[redacted]	[redacted]	[redacted]	[redacted]
Delivery Plan	To be confirmed between the Authority and Supplier		

Dependencies	To be confirmed between the Authority and Supplier						
Supplier Resource Plan	To be confirmed between the Authority and Supplier						
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>See details in Attachment 3 – Statement of Requirements section 18</p>						
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	To be confirmed between the Authority and Supplier						
Performance Management	Not Applicable.						
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	<p>To be confirmed between the Authority and Supplier</p> <table border="1"> <thead> <tr> <th>Key Role</th><th>Key Staff</th><th>Contract Details</th></tr> </thead> <tbody> <tr> <td>[redacted]</td><td>[redacted]</td><td>[redacted]</td></tr> </tbody> </table> <p>[Indicate: whether there is any requirement to issue a Status Determination Statement]</p>	Key Role	Key Staff	Contract Details	[redacted]	[redacted]	[redacted]
Key Role	Key Staff	Contract Details					
[redacted]	[redacted]	[redacted]					
Worker Engagement Status	[Yes / No] [Insert details] To be confirmed between the Authority and Supplier						

[SOW Reporting Requirements:]	<p>[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:</p> <p>[redacted]</p>
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4. CHARGES	
Call Off Contract Charges	<p>The applicable charging method(s) for this SOW is:</p> <p>[redacted]</p> <p><i>[Buyer to select as appropriate for this SOW]</i></p> <p>The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p>
Rate Cards Applicable	<i>[Insert SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]</i>
Financial Model	<i>[Supplier to insert its financial model applicable to this SOW]</i>
Reimbursable Expenses	[redacted]
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</p>	

Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:							
For and on behalf of the Supplier	<table border="1"><tr><td>Name and title</td><td>[redacted]</td></tr><tr><td>Date</td><td>[redacted]</td></tr><tr><td>Signature</td><td>[redacted]</td></tr></table>	Name and title	[redacted]	Date	[redacted]	Signature	[redacted]
	Name and title	[redacted]					
	Date	[redacted]					
Signature	[redacted]						
For and on behalf of the Buyer	<table border="1"><tr><td>Name and title</td><td>[redacted]</td></tr><tr><td>Date</td><td>[redacted]</td></tr><tr><td>Signature</td><td>[redacted]</td></tr></table>	Name and title	[redacted]	Date	[redacted]	Signature	[redacted]
	Name and title	[redacted]					
	Date	[redacted]					
Signature	[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>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">• No personal data will be processed as part of this contract , if any personal data is processed, it will be processed on DWP provided Kit only• Every person onboarded will be given DWP kit and integrate, deploy code on DWP approved pipeline tools

Duration of the Processing	As per contract period
Nature and purposes of the Processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.]</i></p> <p><i>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.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]</i>
<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>	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>