

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

Call-Off Ref: RM1043.8

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### **Order Form**

Call-Off Reference: 14256 & EHIE 01

Call-Off Title: Service Outcome Competition for Joint Work and Health Directorate – Digital Outcome Specialists (Financial Incentives and Market Navigation)

Description: As above

The Buyer: Department for Work and Pensions

Buyer Address: Caxton House, Tothill St, London SW1H 9NA

The Supplier: Scrumconnect Limited

Supplier Address: Fraser House, 56, Kingston Road, Staines-Upon-Thames, Middlesex, England, TW18 4LN

Registration Number: 07804221

DUNS Number: 21-749-5482

SID4GOV ID: not known

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### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 11<sup>th</sup> August 2023.

It is issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes 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 1 Digital Outcomes

### **Call-Off Incorporated Terms**

The following documents are incorporated into this Call-Off Contract. Where numbers are struck through in the list in point 4 below, 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) RM1043.8
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.8
    - 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)~~ (NOT USED)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) RM1043.8
    - Joint Schedule 12 (Supply Chain Visibility)

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- Call-Off Schedules for RM1043.8
  - Call-Off Schedule 1 (Transparency Reports)
  - ~~Call-Off Schedule 2 (Staff Transfer)~~ (NOT USED)
  - 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 Deliverables)
  - 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 12 (Clustering)~~ (NOT USED)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - ~~Call-Off Schedule 14 (Service Levels and Balanced Scorecard)~~ (NOT USED)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 16 (Benchmarking)
  - ~~Call-Off Schedule 17 (MOD Terms)~~ NOT USED
  - ~~Call-Off Schedule 18 (Background Checks)~~ NOT USED
  - ~~Call-Off Schedule 19 (Scottish Law)~~ NOT USED
  - Call-Off Schedule 20 (Call-Off Specification)
  - ~~Call-Off Schedule 21 (Northern Ireland Law)~~ NOT USED
  - ~~Call-Off Schedule 23 (HMRC Terms)~~ NOT USED
  - ~~Call-Off Schedule 25 (Ethical Walls Agreement)~~ NOT USED
  - Call-Off Schedule 26 (Cyber Essentials Scheme)

5 CCS Core Terms (version 3.0.11)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8

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:

Special Term 1:

Supplier to submit monthly MI report detailing at least Roles used, days worked and deliverables achieved.

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### **Call off durations**

Call-Off Start Date: 11/08/2023

Call-Off Expiry Date: 10/08/2026

Call-Off Initial Period: 24 months (£3,595,200 excl. V.A.T.) SOW001 £898,800 excl. V.A.T.

Call-Off Optional Extension Period 1: 6 months (c.£898,800 excl. V.A.T.)

Call-Off Optional Extension Period 2: 6 months (c.£898,800 excl. V.A.T.)

Minimum Notice Period for Extensions: 1 month

Call-Off Contract Value: insert whole lot number (ceiling value) – SoW 1 Firm commitment

### **Call-Off Deliverables**

See details in Call-Off Schedule 20 (Call-Off Specification)

### **Warranty Period**

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least 12 months against all obvious defects, and in relation to the warranties detailed in Paragraphs 4 (licensed Software warranty) and 9.6.2 (Specially Written Software and New IPRs) of Call-Off Schedule 6 (IPRs and Additional Terms on Digital Deliverables).

### **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**

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (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 **[Insert Estimated Charges in the first 12 months of the Contract. The Buyer must always provide a figure here]**

### **Call-Off Charges**

The Charging methods selected below are incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy). Only the Charging method(s) selected may be used in each Statement of Work:

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- 1 Incremental Fixed Price
- 2 Fixed Price against Schedule of Rates
- 3 A combination of two or more of the above Charging methods.

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.

All changes to the Charges must use procedures that are equivalent to those in Paragraph 4 in Framework Schedule 3 (Framework Prices).

### **Reimbursable Expenses**

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

### **Payment Method**

Credit Transfer within 30 days of receipt of a valid invoice by SSCL.

### **Buyer's Invoice Address**

Where electronic invoices are emailed, they shall be emailed to the following SSCL shared inbox:

\*REDACTED\*

and copied to \*REDACTED\* & \*REDACTED\*

Paper invoices should be sent to:

SSCL  
PO Box 406  
Phoenix House  
Celtic Springs  
Newport  
NP10 8FZ

Invoices should also be sent to the Buyer's authorised representative.

### **Buyer's Authorised Representative**

Name : \*REDACTED\*

Role : Delivery Lead, Digital Health and Disability Services

phone : \*REDACTED\*

email address : \*REDACTED\*

address: Phase 1, First Floor, Peel Park, Blackpool, FY4 5ES

### **Buyer's Environmental Policy**

At national level, the government's main strategies for tackling climate change and environmental degradation are:

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- [Net Zero Strategy: Build Back Greener - GOV.UK \(www.gov.uk\)\(link is external\)](https://www.gov.uk/government/strategies/net-zero-strategy)
- [Climate Change Risk Assessment and National Adaptation Programme - GOV.UK \(www.gov.uk\)\(link is external\)](https://www.gov.uk/government/strategies/climate-change-risk-assessment-and-national-adaptation-programme)
- [25 Year Environment Plan - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/strategies/25-year-environment-plan)

### **Buyer's Security Policy**

Appended at Call-Off Schedule 9 (Security)

### **Supplier's Authorised Representative**

Name : \*REDACTED\*

Role : CEO

Phone : \*REDACTED\*

email address : \*REDACTED\*

Address : Fraser House, 56, Kingston Road, Staines-Upon-Thames, Middlesex, England, TW18 4LN

### **Supplier's Contract Manager**

Name : \*REDACTED\*

Role : Head of Business and Delivery

Phone : \*REDACTED\*

email address : \*REDACTED\*

Address: Fraser House, 56, Kingston Road, Staines-Upon-Thames, Middlesex, England, TW18 4LN

### **Progress Report Frequency**

Fortnightly sprint Report

### **Progress Meeting Frequency**

Fortnightly Sprint Review

### **Key Contractor Staff**

None

### **Key Subcontractor(s)**

None

### **Commercially Sensitive Information**

Not applicable

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**Balanced Scorecard**

NOT USED

**Material KPIs**

NOT USED

**Service Credits**

NOT USED

**Additional Insurances**

NOT USED

**Guarantee**

The Supplier may be required by DWP to have a Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee). This requirement will be confirmed as required or not following completion (by the Supplier) and review (by the Buyer).

**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:**

Signature: \*REDACTED\*

Name: \*REDACTED\*

Role: CEO

Date: 11<sup>th</sup> August 2023

**For and on behalf of the Buyer:**

Signature: \*REDACTED\*

Name: \*REDACTED\*

Role: Associate Commercial Specialist

Framework Ref: RM1043.8 Digital Outcomes 6

Project Version: v2.0

Model Version: v3.8

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Date: 11<sup>th</sup> August 2023



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

Each subsequently executed Statement of Work shall be inserted into this Appendix 1 in chronological order of execution.

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**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:**

**SOW Title:**

**SOW Reference:**

**Call-Off Contract Reference: 14256 & EHIE 01 DOS 6 RM1043.8**

**Buyer: DWP**

**Supplier: Scrumconnect Limited**

**SOW Start Date:**

**SOW End Date:**

**Duration of SOW: 6 months**

**Key Personnel (Buyer): [To be determined]**

**Key Personnel (Supplier):**

**[To be determined]**

**Subcontractors: [To be determined]**

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### 2 Call-Off Contract Specification – Deliverables



**Delivery Plan:** [To be determined]

**Dependencies:** [To be determined]

**Supplier Resource Plan:** [To be determined]

#### **Security Applicable to Statements of Work:**

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 following security requirements in addition to those set out in Call-Off Schedule 9 (Security) apply under this Contract Call Off and Statements of Work therein, as detailed below and apply only to this Contract Call Off and Statements of Work therein:

The DWP Security requirements included in Attachment 3 for your reference. Where applicable these will supersede those included in the security schedule under the DOS 6 Framework Agreement.

#### **Cyber Essentials Scheme:**

The Buyer requires the Supplier to have and maintain a **Cyber Essentials Plus Certificate** for the work undertaken under this Statement of Work, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

#### **Statement of Work Standards:**

No additional standards.

#### **Performance Management:**

NOT USED

#### **Additional Requirements:**

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**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:

Key Role	Key Staff	Contract Details	Worker Engagement Route (incl. inside/outside IR35)

[Indicate: whether there is any requirement to issue a Status Determination Statement]

### Statement of Work 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:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1.	[insert]		
1.1	[insert]	[insert]	[insert]

]

## 3 Charges

### Call Off Contract Charges:

The applicable charging method(s) for this Statement of Work 1 is:

- Fixed Price

The estimated maximum value of this Statement of Work 1 (irrespective of the selected charging method) is £[Insert detail].

The applicable charging method(s) for subsequent Statements of Work is:

- Incremental Fixed Price against the agreed Schedule of Rates.

### Rate Cards Applicable:

[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.]

### Reimbursable Expenses:

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

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**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:

**For and on behalf of the Supplier**

Name:

Title:

Date:

Signature:

**For and on behalf of the Buyer**

Name:

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:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

<b>Description</b>	<b>Details</b>
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></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"><li>• [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</li></ul> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <p>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:</p> <ul style="list-style-type: none"><li>• [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</li></ul> <p><b>The Parties are Joint Controllers</b></p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"><li>• [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</li></ul> <p><b>The Parties are Independent Controllers of Personal Data</b></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"><li>• Business contact details of Supplier Personnel for which the Supplier is the Controller,</li><li>• 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,</li><li>• [Insert the scope of other Personal Data provided by one Party]</li></ul>

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	<p>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) 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><b>[Guidance</b> where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	<p>[Be as specific as possible, but make sure that you cover all intended purposes.</p> <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	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[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.]
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	[Describe how long the data will be retained for, how it be returned or destroyed]