



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Version 2

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

Order Form

Call-Off Reference:18126

Call-Off Title: Product Manager 2

Call-Off Contract Description: Contribute to the overall Product Manager process.
The Digital Assisted Project is a key enabler for Service Modernisation, transforming the way that customers interact with the department.

The Buyer: Department for Work & Pensions

Buyer Address: Caxton House, 1 Tothill Street, London, SW1H 9NA

The Supplier: Switchstance

Supplier Address: 23 River View Road, Sheffield, S35 0JG

Registration Number: 05752681

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 31st October 2022.

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) **Optional**
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.7

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- Call-Off Schedules for RM1043.7
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - 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 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - 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:

None

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Call-Off Start Date: 31st October 2022

Call-Off Expiry Date: 30th October 2023

Call-Off Initial Period: 12 Months

Call-Off Optional Extension Period: N/A

Minimum Notice Period for Extensions: N/A

Call-Off Contract Value: £204,930.00 Inclusive of VAT, £170,775.00 exclusive of VAT

Call-Off Deliverables

Option A:

Name of deliverable	Number of days	Day rate	Total
Individual Specialist / Product Manager	[Redacted]	[Redacted]	[Redacted]

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 Certificate OR 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 £170,775.00 exclusive 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.

Buyer's Invoice Address

[Redacted]

Buyer's Authorised Representative

[Redacted]

Caxton House, 1 Tothill Street, London, SW1H 9NA

Buyer's Environmental Policy



DWP Estates
Environmental Comm

Supplier's Authorised Representative

[Redacted]

Supplier's Contract Manager

[Redacted]

Key Staff

[Redacted]

Worker Engagement Route is inside of IR35

Key Subcontractor(s)

[Redacted]

Commercially Sensitive Information

Not applicable

Additional Insurances

Not applicable

Guarantee

Not applicable

Statement of Works

Name of deliverable	Number of days	Day rate	Total
Individual Specialist / Product Manager	[Redacted]	[Redacted]	[Redacted]

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:

[Redacted]

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Date: 26/10/22

For and on behalf of the Buyer:

[Redacted]

Date: 31/10/2022

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)).

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: 31st October 2022

SOW Title: Product Manager 2

SOW Reference: SOW001

Call-Off Contract Reference: 25311

Buyer: The Department of Work & Pensions

Supplier: Switchstance

SOW Start Date: 31/10/2022

SOW End Date: 30/10/2023

Duration of SOW: 12 Months

Key Personnel (Buyer): [Redacted]

Key Personnel (Supplier): [Redacted]

Subcontractors:

2 Call-Off Contract Specification – Deliverables Context

Name of deliverable	Number of days	Day rate	Total
Individual Specialist / Product Manager	[Redacted]	[Redacted]	[Redacted]

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:

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

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:

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)
Product Manager	[Redacted]	Call-off contract, 12 months	Agency employee outside IR35



IR35 CEST.pdf

3 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 £204,930.00 Inclusive of VAT, £170,775 exclusive of VAT.

Rate Cards Applicable:

Name of deliverable	Number of days	Day rate	Total
Individual Specialist / Product Manager	[Redacted]	[Redacted]	[Redacted]

Reimbursable Expenses:

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

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

[Redacted]

Date: 26/10/22

[Redacted]

For and on behalf of the Buyer

[Redacted]

Date: 31/10/2022

[Redacted]

Annex 1

Data Processing

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

- 1.1 The contact details of the Buyer's Data Protection Officer are **[Redacted]**
- 1.2 The contact details of the Supplier's Data Protection Officer are **[Redacted]**
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Descriptions	Details
Identity of Controller for each Category of Personal Data	<ol style="list-style-type: none"> 1. The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: <ol style="list-style-type: none"> a. business contact details of Supplier Staff for which the Supplier is the Controller; and 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. 2. Buyer shall be a Controller for the purposes of Data Protection Legislation in respect of: <ol style="list-style-type: none"> a. opinions and responses provided (including any special category personal data that may be collected) during any research activity by: <ol style="list-style-type: none"> i. directors, officers, employees, agents, consultants and contractors of Buyer; and ii. members of the public.
Duration of the Processing	The duration of the Call-Off Contract.
Nature and purposes of the Processing	<p>Supplier Processing Supplier Processing – is as set out broadly in the SOW's. The parties agree that:</p> <ol style="list-style-type: none"> 1. The Supplier will follow the Buyer's direction and guidelines on staff security clearance and processes for access to Buyer systems, including role-based

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	<p>access controls and security standards. Where the Supplier is required to grant user access, this will be undertaken at the Buyer's direction.</p> <ol style="list-style-type: none"> 2. Access for the Supplier to Buyer systems will be limited to Buyer provisioned laptops and approved USB devices. 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.
Type of Personal Data	<ol style="list-style-type: none"> 1. Contact information (e.g. business e-mail address, telephone number etc.). 2. Personal life information (e.g. life habits, family situation). 3. Employment information (e.g. position, experience or employment history). 4. Identification information (e.g. name, gender, image in communication systems, benefit case reference information). 5. Data concerning health. 6. Data revealing racial or ethnic origin.
Categories of Data Subject	<ol style="list-style-type: none"> 1. Any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the Buyer is the Controller 2. Members of the general public 3. Supplier Staff engaged in the performance of the Supplier's duties under the SoW for which the Supplier is the Controller.
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	Delete or return as directed by the Buyer