

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

Order Form

CALL-OFF REFERENCE: Ecm11088

CALL-OFF TITLE: Project_25810, ecm11088, New DWP MI Demands

CALL-OFF CONTRACT DESCRIPTION: Provision of Augmented Resources to support the DWP Management Information (MI) Dashboard Developments.

THE BUYER: Department for Work and Pensions.

BUYER ADDRESS [Redacted]

THE SUPPLIER: CAPGEMINI UK PLC

SUPPLIER ADDRESS: [Redacted]

REGISTRATION NUMBER: **00943935**

DUNS NUMBER: 211980537

SID4GOV ID: **208865**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 5th July 2023

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 1 (Definitions)
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility) RM6263
 - 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 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 9 (Security) Part A Short Form
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)
6. 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:
[redacted]

CALL-OFF START DATE:	21 st August 2023
CALL-OFF EXPIRY DATE:	20 th August 2025
CALL-OFF INITIAL PERIOD:	2 Years
CALL-OFF OPTIONAL EXTENSION PERIOD:	6 Months
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	1 Month
CALL-OFF CONTRACT VALUE:	£4,000,000 ex VAT
KEY SUB-CONTRACT PRICE:	N/A

CALL-OFF DELIVERABLES

The Parties intend to execute the following Statement of Work upon the Start Date:

- a) SOW001 – Delivery of DWP Management Information Service,
which shall, upon signature, be incorporated into Appendix 1 to this Call-Off Contract.

The Parties may execute further Statements of Work in accordance with “Statement of Works” below.

[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 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:

The Security Policies are published on:

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 - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

In reasonable advance of signing this Call-Off Contract and/or any Statement(s) of Work, the Buyer shall notify the Supplier of any specific legal or regulatory requirements that apply to the Buyer and may impact the Supplier's delivery of Services under this Call-Off Contract (or any Statement of Work, as applicable).

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.

“Each Party's total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is [redacted] of the Estimated Yearly Charges.”

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £[redacted] Estimated Charges in the first 12 Months of the Contract.

CALL-OFF CHARGES

(1) Time and Materials (T&M);

See details in Call-Off Schedule 5 (Pricing Details and Expenses Policy) for further details.

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Model Version: v3.7

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

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.

Supplier acknowledges that it continues to deliver the above services using personnel who are on your payroll and/or through subcontracts and/or umbrella company with full PAYE and NI deducted for such personnel at source and therefore outside IR35.

The Supplier must notify the Buyer if it believes the employment status of the Supplier Staff for tax purposes has changed including in the event of a change to the Services provided under this Call Off Contract. The Buyer shall provide the Supplier with relevant information as the Supplier may ask for from time to time in order to comply with its obligations under the off-payroll workers regulations.

REIMBURSABLE EXPENSES

Any applicable expenses must be agreed as part of the individual Statement of Work (SOW) and will be in line with the Buyer policy on expenses and any travel that incurs expenses will be pre-approved by Buyer. If the resource requires hotel accommodation or travel in the execution of their Buyer assignment, Buyer will this travel and accommodation in line with Buyer Travel Policy.

DWP Expense Policy



DWP Supplier Travel
Policy - Apr 2022.pdf

PAYMENT METHOD

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

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

BUYER'S INVOICE ADDRESS:

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

Paper invoices should be sent to:

[redacted]

BUYER'S AUTHORISED REPRESENTATIVE

[redacted]

BUYER'S ENVIRONMENTAL POLICY

See details in Call-Off Schedule 20 - Call-Off-Specification Section 12.

The Contracting Authority is committed to a 100% reduction of greenhouse gas emissions and requires the successful Supplier under this procurement to demonstrate an organisational commitment to the 'Net Zero' target. Further information can be found here:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1054373/Guidance-on-adopting-and-applying-PPN-06_21_-_SelectionCriteria-Jan22__1_.pdf

BUYER'S SECURITY POLICY

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.

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

Available online further information can be found here: Security policy framework: protecting government assets – GOV.UK (www.gov.uk)

SUPPLIER'S AUTHORISED REPRESENTATIVE

[redacted]

SUPPLIER'S CONTRACT MANAGER

[redacted]

MANAGEMENT INFORMATION/reporting

In accordance with Framework Schedule 5 (Management Charges and Information), the Supplier will be required to complete the MI Reporting Template on a monthly basis including details from Invoices raised.

This should be in sufficient detail to enable the Contracting Authority to identify the number of days consumed for each different role and the contracted day rate.

The Supplier will be required to populate Column A "Supplier Reference Number" with the 'ecm' contract reference number to be provided by the Contracting Authority. The Supplier will also be required to provide the following Management Information:

[redacted]

From time to time, the Contracting Authority may require ad hoc management information which will be provided on request by the Supplier within three (3) Working Days from request unless otherwise agreed with the Contracting Authority.

KEY STAFF

Buyer;

[redacted]

Supplier;
N/A

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4 – Commercially Sensitive Information

BALANCED SCORECARD

Not Applicable

MATERIAL KPIs

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier will:- demonstrate and report on their commitment to the two Social Value Themes and two Policy Outcomes on a 6 monthly basis outlined in the table below:

[redacted]

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

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Model Version: v3.7

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:	[Redacted]	Date:	[Redacted]

ANNEX 1 Data Processing

Prior to the execution of this Call-Off Order Form, 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 Call-Off Order Form, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Call-Off Order Form only:

1. The contact details of the Buyer's Data Protection Officer: [Redacted]
2. The contact details of the Supplier's Data Protection Officer: [Redacted]
3. The Processor for this Call-Off Order Form shall be the Supplier.
4. The Controller for this Call-Off Order Form shall be the Buyer.
5. As Processor, the Supplier shall comply with any further written instructions with respect to Processing by the Controller.
6. Any such further instructions shall be incorporated into this Call-Off Order Form in accordance with the Variation procedure.

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> <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 directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the Buyer is the Controller. <p>2. Buyer shall be a Controller for the purposes of Data Protection Legislation in respect of:</p> <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	Duration of the Call-Off Contract.

<p>Nature and purposes of the Processing</p>	<p>Supplier Processing The Supplier will Process Personal Data as set out broadly in this Call-Off Order Form. The parties agree that: 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 access controls and security standards. Where the Supplier is required to grant user access, this will be undertaken at the Buyer's direction. 2. Any 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.</p>
<p>Type of Personal Data</p>	<p>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).</p> <p>By prior written agreement between the parties: 5. Data concerning health. 6. Data revealing racial or ethnic origin.</p>
<p>Categories of Data Subject</p>	<p>1. Any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the Buyer is the Controller 2. Supplier Staff engaged in the performance of the Supplier's duties under the Call-Off Order Form for which the Supplier is the Controller.</p> <p>By prior written agreement between the parties: 3. Members of the general public</p>
<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>The retention and destruction of data will all be undertaken by the current DWP MI Team. As no data will leave the DWP MI Platform there is no requirement for the Supplier to destroy any data.</p>

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)].

SOW001 – Resources for New DWP MI Demands (2023 – 2024)

[Redacted]

