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

Order Form

CALL-OFF REFERENCE: ECM_10607

CALL-OFF TITLE: Integration – Service Management

CALL-OFF CONTRACT DESCRIPTION:

This Contract shall provide a Service Designer

to audit, support and define our future Operating Model and working practices. This contract shall also provide a Business Relationship Manager to manage a team, improve a healthy team structure and build key communication network(s) to liaise with Customers, Service Owners, and Product Owners to help drive

improved services which meet or exceed

expectations.

THE BUYER: Department for Work and Pension

BUYER ADDRESS Caxton House,

Tothill Street

London

Greater London SW1H 9NA England

THE SUPPLIER: TPXimpact Limited

Runway East Second Floor

SUPPLIER ADDRESS: 20 St Thomas Street

London SE1 9RG

REGISTRATION NUMBER: 06472420

DUNS NUMBER: 211044880

SID4GOV ID: N/A

Framework Ref: RM6263 Project Version: v1.0

Model Version: v3.7

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APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated Monday 12th December 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: Direct Award

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 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Joint Schedule 13 (Cyber Essentials)
 - Call-Off Schedules for RM6263
 - o Call-Off Schedule 1 (Transparency Reports)

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- o Call-Off Schedule 3 (Continuous Improvement)
- o Call-Off Schedule 4 (Call Off Tender)
- o Call-Off Schedule 5 (Pricing Details and Expenses Policy)
- o Call-Off Schedule 6 (Intellectual Property Rights and Additional
- o Terms on Digital Deliveries)
- o Call-Off Schedule 7 (Key Supplier Staff)
- o Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- o Call-Off Schedule 9 (Security)
- o Call-Off Schedule 10 (Exit Management)
- o Call-Off Schedule 15 (Call-Off Contract Management)
- o Call-Off Schedule 18 (Background Checks)
- o 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: Call-Off Special Term 1 - Framework Special Term 1 - Clause 10.2.2 (Ending the Contract without a reason) is amended as follows: "Each Buyer has the right to terminate their Call-Off Contract or any Statement of Work at any time without reason by giving the Supplier not less than: (a) 30 days for a Statement of Work; or (b) 30 days for the Call-Off Contract, written notice and if it's terminated Clause 10.6 shall apply. Without prejudice to Clause 10.2.3, the Buyer shall have no liability in respect of any costs incurred by the Supplier arising from such termination."

CALL-OFF START DATE: Monday 12th December 2022

CALL-OFF EXPIRY DATE: Friday 31st March 2023

CALL-OFF INITIAL PERIOD: 4 Months

CALL-OFF OPTIONAL

EXTENSION PERIOD: N/A

MINIMUM NOTICE PERIOD

FOR EXTENSION(S): N/A

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CALL-OFF CONTRACT VALUE: £82,200 including expenses (Excluding

VAT)

KEY SUB-CONTRACT PRICE: N/A

CALL-OFF DELIVERABLES

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

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:

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] (excluding VAT) Estimated Charges in the first 12 Months of the Contract.

CALL-OFF CHARGES

See Call-Off Schedule 5 (Pricing Details and Expenses Policy): (1) Capped Time and Materials (CTM)

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

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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

DWP Expense Policy

[redacted]

PAYMENT METHOD

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

BUYER'S INVOICE ADDRESS:

Invoices should be submitted monthly in arrears to:

[redacted]

Paper invoices should be sent to:

SSCL

PO Box 406

Phoenix House

Celtic Springs

Newport

NP10 8FZ

BUYER'S AUTHORISED REPRESENTATIVE

[redacted]

[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] [redacted] [redacted]

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SUPPLIER'S CONTRACT MANAGER

[redacted]

[redacted]

[redacted]

[redacted]

20 St Thomas Street, Runway East (Second Floor), London, SE1 9RG

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Monthly on an agreed date with the supplier

KEY STAFF

N/A

COMMERCIALLY SENSITIVE INFORMATION

N/A

MATERIAL KPIs

N/A

ADDITIONAL INSURANCES

N/A

GUARANTEE

N/A

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]	

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Name:	[redacted]	Name:	[redacted]
Role:	[redacted]	Role:	[redacted]
Date:	[redacted]	Date:	[redacted]

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Appendix 1 Annex 1 (Statement of Work)

1. STATEMENT OF WORK ("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 Contact.

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:	12 th December 2022
SOW Title:	Integration – Service Management
SOW Reference:	SOW001
Call-Off Contract Reference:	ECM_10607
Buyer:	Department for Work and Pension (DWP)
Supplier:	TPXimpact Ltd
SOW Start Date:	12/12/2022
SOW End Date:	31/03/2023
Duration of SOW:	4 Months
Key Personnel (Buyer)	[redacted] [redacted]
Key Personnel (Supplier)	[redacted]

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Subcontractors	N/A

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT The Integration team require resources for our Service Management Team, so we can continue to deliver value and meet our customer needs. We require a Service Designer to support and define our future Operating Model and working practices. We require a Service Relationship Manager to manage the team efficiently and SOW improve a healthy team structure, build key communication network(s) to liaise with **Deliverables** Customers, Service Owners, and Product Owners to help drive improved services **Background** which meet or exceed expectations. Delivery Phases will be dependent on each individual aspect of the project but will cover phase(s) Discovery, Alpha, Beta and Live Overview of the Integration Service Model and how it will be managed. Process flows on how to run that service Definition to the roles and responsibilities to establish Integration as a Service for internal and external customers Template artifacts for communications, reporting, etc. Overview of Roadmap and plan to deliver the transformation Requirement Defined method and visuals to demonstrate how integration products/services are being used by different customers Review and documented understanding of all existing interfaces and the relevant Integration customers. Defining data providers and consumers. Review and update Service Definition/Live Service Agreement **Accountability** Please tick the Accountability Model(s) that shall be used under this Statement of Models Work: Sole Responsibility: □ Self Directed Team: □ Rainbow Team: X

3. BUYER REQUIREM	ENTS - SOW DELIVERABLES
Outcome Description	

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Service Designer – To define our future Operating Model and working practices.

Objectives -

- 1) Design of a Service Management operating Model for Integration incorporating the future ARA/TRA/SRA/ARA
 - a. Incorporating an overall assessment of Integration Service Management position
 - b. Understanding the Service Management across Digital for the new ways of working.
 - c. Incorporating a Service Relationship Manager to understand external factors which should feed into our Products.
 - i. Future Demand
 - ii. New features
 - iii. Issues being experienced with the Integration service
 - d. Define an Integration Service Management structure
 - i. Review the existing Service Management team structure
 - ii. Identify gaps
 - iii. Define the "ideal" team structure and numbers
 - e. Outputs
 - i. Highlight Overview of the Service Management Model
 - ii. Process flows and linkage into Service Management tooling
 - iii. Key Roles and Responsibilities across Integration and Digital and Stakeholders
 - iv. Template artifacts
- 2) Integration Audit
 - a. Establish our maturity in relationship to the Service Management Model
 - b. Develop Management Information to show the ongoing improvement in maturity against the model
 - c. Output
 - i. A Management Information template and method to populate to drive decisions and future improvement.
- 3) Adoption Plan
 - a. Define plan to adopt and implement the model
 - b. Define controls plans to help the new model get establish and mature
 - c. Consider future service improvement.
 - d. Outputs
 - i. An adoption of the new model within the Integration PDU
- 4) Provide regular progress communication into iSLT and the wider PDU.

Customer/Service Relationship Manager

Objectives –

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- 1) Establish the roles and responsibilities of a Customer Relationship Manager within Integration
- 2) Define a model to show our customers and the Integration Product they consume
 - a. Detailing current performance and usage
 - b. Issues/Problems
 - c. Future Roadmap of our products and potential impact
 - d. Demand projections
- 3) Identification of all our customers and their specific needs
 - a. Developing customer service definitions and requirements/service levels
- 4) Define the process for effective Customer Relationship Management within Integration.
 - a. Covering External Customers
 - b. DWP Digital customers
 - c. Other DWP Customers
 - d. Internal PDU Stakeholders Product Manager, Architects, Engineering, Delivery and SLT
- 5) Define how this role can be embedded within Integration's Service Management team
 - a. What are the key skill sets required?
 - b. Based on the overall view of our customers, establish how many resources are needed to provide an effect Customer/Service Relationship Manager?
 - c. Define a plan as to how this role can be adopted within Integration
- 6) Plan and Establish regular Customer Service reviews
 - a. Provide feedback on how our services are performing
 - b. Gather feedback on the customer's view of our performance
 - c. Understand the customer future direction and how it may impact on Integration
 - d. Understand any features/changes/improvements that our customers would like to see in our products.
- 7) Provide regular progress communication into SLT and the wider PDU.

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	Resource Type	Security Level	Location	Start Date	End Date	Day rate (£)	Total (£)
	Senior Service Designer – SFIA Level 5	BPSS	[redacted]	12/12/2022	31/03/23	[redacted]	[redacted]
	Senior Business Relationship Manager - SFIA Level 6	BPSS	[redacted]	12/12/22	31/03/23	[redacted]	[redacted]
	Travel and Expenses						[redacted]
	Total						[redacted]
	Total (inc VAT)						[redacted]
Milestone Ref	Milestone Des	cription	Acceptance	Criteria		Due date	
MS01	Audit and creat the service / relationship des operating mode	sign	Review and a Senior Service Service Mana	e Manager a		20 th Janua	ary 2023
MS02	Implementation agreed operatir relationship mo templates and supporting products	ng / dels,	Review and a Senior Servic Service Mana	e Manager a		1 st week ii 2023	n March
MS03	Creation of adoption plan and supporting documents to enable internal facilitation and progression of operating and relationship services.		Review and a Senior Service Service Mana	e Manager a		31st Marc	h 2023
Delivery Plan	N/A						
Dependencies	N/A						
Supplier Resource Plan	N/A						
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).						

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If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed in this SOW:

The Supplier agrees to the additional Buyer standard clauses in respect of Security Requirements listed below.

1. Risk Management:

- a. The Supplier shall and shall procure that any Sub-contractor (as applicable) shall, co-operate with the Buyer in relation to the Buyer's own risk management processes regarding the Services.
- b. For the avoidance of doubt, the Supplier shall pay all costs in relation to undertaking any action required to meet the security requirements stipulated in this Statement of Work. Any failure by the Supplier to comply with any security requirements of this Statement of Work, shall constitute a material Default entitling the Contracting Authority to exercise its rights under clause 10.4.1 of the Core Terms.

2. Security Audit and Assurance:

- a. The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, complete the information security questionnaire in the format stipulated by the Buyer (the "Information Security Questionnaire") at least annually or at the request by the Buyer. The Supplier shall provide the completed Information Security Questionnaire to the Buyer within one calendar month from the date of request.
- b. The Buyer shall schedule regular security governance review meetings which the Supplier shall and shall procure that any Sub-contractor (as applicable) shall, attend.

3. Security Policies and Standards

- a. The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the security policies and standards set out in paragraph 4 below.
- b. Notwithstanding the foregoing, the Buyer's security requirements applicable to the SOW Deliverables may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the SOW Deliverables. Where any such change constitutes a Variation, any necessary Variation shall be agreed by the Parties in accordance with clause 24 of the Core Terms.
- c. The Supplier shall and shall procure that any Sub-contractor (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards.

4. Security Policies and Standards

a. The Buyer's security policies are published on:

DWP procurement: security policies and standards - GOV.UK (www.gov.uk)

- b. The Supplier will be required to comply with:
- Acceptable Use Policy
- Information Security Policy
- Physical Security Policy
- Information Management Policy

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	 Email Policy Remote Working Policy Social Media Policy Security Classification HMG Personnel Security (published on HMG personne) 	on Policy curity Controls – May 2018			
Cyber Security Standards		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	The Supplier Staff must have the necessary knowledge, skills, experience and qualifications to meet the Digital, Data and Technology Profession Capability Framework standards: Digital, Data and Technology Profession Capability Framework - GOV.UK (www.gov.uk)				
Performance Management	Performance Management KPI's model.	s are not required due to r	ainbow team accountability		
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		
	Senior Service Designer – SFIA Level 5 Senior Business Relationship Manager - SFIA Level 6	[redacted]	[redacted]		
Worker Engagement Status	Yes				
	The provisions set out in the em Worker Engagement Status	peuded document below s	ылан арріу то tnis 50vv.		
[SOW 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:				

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Ref.	Type of Information	Which Service does this apply to?	Required regularity of Submission
1.	[Resource Data for Annual Report & Accounts]		
1.1	To support the Contracting Authority in reporting an accurate position in respect of external resources in its Annual Report and Accounts, the following information is required: a. Supplier Staff Name(s) b. Start and End date of the Engagement c. The contracted Day Rate of the Supplier Staff d. Is (Are) the Supplier Staff on a payroll and are deductions of PAYE and National Insurance made at source? Yes/No e. If "yes", please provide fee payer details for each of the Supplier Staff (eg, Supplier PAYE, Agent PAYE, Umbrella Company)	all roles	upon reasonable request from the Buyer

4. CHARGES

Call Off Contract Charges

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

• Capped Time and Materials

The estimated maximum value of this SOW (irrespective of the selected charging method) is [redacted] (ex VAT)

The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.

INVOICING:

Electronic Invoices (attached to E-Mails) should be sent to:

[redacted]

Paper invoices should be sent to;

SSCL,

PO Box 406,

Phoenix House,

Celtic Springs,

Newport

NP10 8FZ

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		also be emailed to [redacted]& [redacted] & [redacted] Prior to pay all DWP kit is returned.	ing final
Rate Cards Applicable			
Financial Model			
Reimbursabl e Expenses	See Expenses	Policy in Annex 1 to Call-Off Schedule 5B (Pricing Details and Expenses	Policy)
5. SIGNATURE	S AND APPRO	OVALS	
	s Statement of V	Nork, the Parties agree that it shall be incorporated into Appendix 1 of the Call-Off Contract and be legally binding on the Parties:	Order
For and on			
behalf of the Supplier	Name and title	[redacted] [redacted]	
	Date	[redacted]	
	Signature	[redacted]	
For and on			
behalf of the Buyer	Name and title	[redacted] [redacted]	
	Date	[redacted]	
	Signature	[redacted]	

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