



**RM6100 Technology Services 3 Agreement
Framework Schedule 4 - Annex 1 Lots
2, 3 and 5 Order Form**

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 15th of June 2021 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website RM6100 Technology Services 3 (<https://www.crowncommercial.gov.uk/agreements/RM6100>). The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports; and
12. Attachment 11 – Special Terms
13. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

- .1.1 the Framework, except Framework Schedule 18 (Tender);
- .1.2 the Order Form;
- .1.3 the Call Off Terms; and



.1.4 Framework Schedule 18 (Tender).

Section A General information

Contract Details

Contract Reference: C8511

Contract Title: Housing Benefit and Pension Credit 25/28

Contract Description: Support and maintenance for the Housing Benefit and Pension Credit Services for Delivery of Alpha and Beta Phases.

Contract Anticipated Potential Value: this should set out the total potential value of the Contract

Initial 2 year term:
£11,747,515.24 (exc. VAT)

First optional 1 year extension:
£5,873,757.62 (exc. VAT)

Second optional 1 year extension:
£5,873,757.62 (exc. VAT)

Maximum Potential Contract Value:
£23,495,030.48 (exc. VAT)

Estimated Year 1 Charges: £5,873,757.62 (exc. VAT)

Commencement Date: 1st December 2025

Buyer details

**Buyer organisation name**

Department for Work and Pensions
Caxton House, Tothill Street, London, SW1H 9NA

Billing address

DWP, PO BOX 406, SSCL
Phoenix House
Celtic Springs Business Park
Newport
NP10 8FZ

Email: **Redacted for data protection (UK GDPR)**

Buyer representative name

The name of your point of contact for this Order

Digital: **Redacted for data protection (UK GDPR)**

Commercial: **Redacted for data protection (UK GDPR)**

Buyer representative contact details

Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

Digital: [Redacted for data protection \(UK GDPR\)](#)

Commercial: [Redacted for data protection \(UK GDPR\)](#)

Buyer Project Reference

Housing Benefit and Pension Credit Services

Supplier details**Supplier name**

The supplier organisation name, as it appears in the Framework Agreement

IBM United Kingdom Limited

Supplier address

Supplier's registered address

Building C, IBM Hursley Office,
Hursley Park Road,



Winchester,
Hampshire,
SO21 2JN

Supplier representative name

The name of the Supplier point of contact for this Order

[Redacted for data protection \(UK GDPR\)](#)

Supplier representative contact details

Email and telephone contact details of the supplier's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

[Redacted for data protection \(UK GDPR\)](#)

Order reference number or the Supplier's Catalogue Service Offer Reference Number

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.

[Click here to enter text.](#)

Guarantor details

Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.

Guarantor Company Name

The guarantor organisation name

Not Applicable

Guarantor Company Number

Guarantor's registered company number

Not Applicable

Guarantor Registered Address

Guarantor's registered address

Not Applicable

Section B

Part A – Framework Lot



Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2, 3 and/or 5. Where Lot 1 is also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.

1. TECHNOLOGY STRATEGY & SERVICES DESIGN

2. TRANSITION & TRANSFORMATION

3. OPERATIONAL SERVICES

a: End User Services

b: Operational Management

c: Technical Management

d: Application and Data Management

5. SERVICE INTEGRATION AND MANAGEMENT

Part B – The Services Requirement



Commencement Date See above in Section A

Contract Period

Guidance Note – this should be a period which does not exceed the maximum durations specified per Lot below:

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
2	36 (3)
3	60 (5)
5	60 (5)

Initial Term

1 December 2025 to 30 November 2027 (24 Months)

Extension Period (Optional)

2 x 12 Months

Minimum Notice Period for exercise of Termination Without Cause

60 Calendar Days

Sites for the provision of the Services

Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third party premises.

The Supplier shall provide the Services from the following Sites: **Buyer Premises:**

Department for Work and Pensions
Benton Park View
Newcastle-upon-Tyne
NE98 1BA

Any other premises listed in the applicable statement of work agreed in accordance with the Special Terms set out in Attachment 11 (“Statement of Work” or “SOW”).

Supplier Premises:

Supplier Premises in the United Kingdom with Supplier Personnel homeworking as appropriate.

Third Party Premises:

Not Applicable

Buyer Assets

Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms
DWP Laptops



Additional Standards

Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.

Refer to the Buyer's enhanced security schedule and offshoring clauses as contained in this Order Form under Section C – Part A Additional and Alternative Buyer Terms – Part C Alternative Clauses.

Buyer Security Policy

Guidance Note: where the Supplier is required to comply with the Buyer's Security Policy then append to this Order Form below.

The supplier must comply with Security as described in Schedule S3 and the Buyer's enhanced security schedule and offshoring clauses as contained in this Order Form under Section C – Part A Additional and Alternative Buyer Terms – Part C Alternative Clauses.

Buyer ICT Policy

Guidance Note: where the Supplier is required to comply with the Buyer's ICT Policy then append to this Order Form below.

Please refer to below link for ICT policies:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>

Insurance

Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.

Third Party Public Liability Insurance (£) - 5,000,000

Professional Indemnity Insurance USD equivalent of (£) - 5,000,000 per claim and in the aggregate

Employer's Liability Insurance (£) – 5,000,000

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

The Buyer is responsible for providing all equipment and necessary information and access to such information that may be reasonably required for the performance of the Contract. The Buyer will be solely responsible for determining whether any Services (including the outcome or reports) provided by the Supplier, or any activities conducted by the Buyer (i) meet the Buyer's requirements; (ii) comply with all laws and regulations applicable to the Buyer; and (iii) comply with the Buyer's applicable internal guidelines and



any other agreements it has with third parties. The Buyer shall ensure direct access to the Buyer’s DWP Place (Service Now) application is made available (24/7/365 days per year) to the Contractor UK workforce

The Buyer shall specify its requirements for the Services to meet Laws that are specifically applicable to the Buyer or the Buyer’s use of the Services, for example laws and regulations relating to the operation of Pension Credits and Housing Benefits. This responsibility shall not reduce the Supplier’s obligation to comply with Law to the extent applicable to the Supplier (including without limitation its obligations under Data Protection Legislation).

Additional Buyer responsibilities may be agreed and set out in the applicable Statement of Work...

Goods

Guidance Note: list any Goods and their prices.

Not Applicable

Governance – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	<input checked="" type="checkbox"/>
Part B – Long Form Governance Schedule	<input type="checkbox"/>

The Part selected above shall apply this Contract.

Change Control Procedure – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of change control. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is no requirement to include a complex change control procedure where operational and fast track changes will not be required.

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	<input checked="" type="checkbox"/>
Part B – Long Form Change Control Schedule	<input type="checkbox"/>

The Part selected above shall apply this Contract. Where Part B is selected, the following information shall be incorporated into Part B of Schedule 5 (Change Control Procedure):

- for the purpose of Paragraph 3.1.2 (a), the figure shall be £NA; and
- for the purpose of Paragraph 8.2.2, the figure shall be £NA.



Section C

Part A - Additional and Alternative Buyer Terms

Additional Schedules and Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.



Part A – Additional Schedules

Guidance Note: Tick any applicable boxes below

Additional Schedules	Tick as applicable
S1: Implementation Plan	<input type="checkbox"/>
S2: Testing Procedures	<input type="checkbox"/>
S3: Security Requirements (either Part A or Part B)	Part A <input type="checkbox"/> or Part B <input checked="" type="checkbox"/>
S4: Staff Transfer	<input type="checkbox"/>
S5: Benchmarking	<input type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input checked="" type="checkbox"/>
S7: Continuous Improvement	<input checked="" type="checkbox"/>
S8: Guarantee	<input type="checkbox"/>
S9: MOD Terms	<input type="checkbox"/>

Part B – Additional Clauses

Guidance Note: Tick any applicable boxes below

Additional Clauses	Tick as applicable
C1: Relevant Convictions	<input type="checkbox"/>
C2: Security Measures	<input type="checkbox"/>
C3: Collaboration Agreement	<input type="checkbox"/>

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

Part C - Alternative Clauses

Guidance Note: Tick any applicable boxes below

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	<input type="checkbox"/>
Northern Ireland Law	<input type="checkbox"/>
Joint Controller Clauses	<input type="checkbox"/>

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.



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No offshoring is permitted under this contract.



Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A

Additional Schedule S3 (Security Requirements)

The Buyer has confirmed that the Supplier is not required to produce and maintain a Security Management Plan as set out in Schedule S3 (Security Requirements). The Supplier is required to complete a Buyer Information Security Questionnaire (ISQ) prior to Commencement Date and thereafter on request. Such requests shall be no more than annually or where there is a material change in the scope of the Supplier Services.

The provisions under S3 Long Form Security Requirements to produce an ISMS plan shall be satisfied by the Supplier rendering the Buyer with a copy of its ISO 27001 certificate and the Parties agree that this satisfies the Supplier's obligations as set out in Schedule S3 (Security Requirements) Part B.

The parties agree that the Supplier will comply with its own Data Safeguards while working from its own environment.

Redacted under PCR 2015 – Regulation 108(b): commercially sensitive information (prejudice to legitimate commercial interests).

Additional Clause C1 (Relevant Convictions)

Not Applicable

Additional Clause C3 (Collaboration Agreement)

Not Applicable



Section D
Supplier Response

As received via the DWP eProcurement System.

The Suppliers response to the Technical & Social Value Questions as set out within the Technical Envelope in the e-Procurement System are included in the zip folder below.

Redacted under PCR 2015 – Regulation 108(b): commercially sensitive information (prejudice to legitimate commercial interests).

The Suppliers response to the Commercial Questions as set out within the Commercial Envelope in the eProcurement System are included in the zip folder below.

Redacted under PCR 2015 – Regulation 108(b): commercially sensitive information (prejudice to legitimate commercial interests).

Commercially Sensitive information

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*

No.	Date	Item(s)	Duration of Confidentiality
1	Any time during the Term or the Contract negotiations.	All information relating to the financial standing of the Supplier and the occurrence and/or consequences of any Financial Distress Events.	For the duration of the Term and for a period of seven (7) years thereafter.
2	Any time during the Term or the Contract negotiations.	All information revealing the pricing or financial modelling set out in this Order Form.	For the duration of the Term and for a period of seven (7) years thereafter.
3	Any time during the Term or the Contract negotiations.	All Personal Data, and all other information relating to individuals including, but not limited to, CVs, biographies, pen portraits, and client contact details.	Indefinitely.
4	Any time during the Term or the Contract negotiations.	All information provided by or on behalf of the Supplier to the Benchmarking exercise, and any report generated by the Benchmarking exercise as a result of such exercise.	For the duration of the Term and for a period of seven (7) years thereafter.



5	Any time during the Term or the Contract	All information relating to the Supplier's business plans, strategy, competitive	For the duration of the Term and for a period of seven (7)
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	negotiations.	position, approach, and methodologies.	years thereafter.
6	Any time during the Term or the Contract negotiations.	Supplier Background IPRs and Intellectual Property Rights subsisting in the Supplier Software, Intellectual Property Rights subsisting in any Third Party Software, and any embodiments, modifications and/or enhancements to these.	The later of: (i) the duration of the Term and for a period of seven (7) years thereafter; and (ii) the duration of the applicable intellectual property protection.
7	Any time during the Term or the Contract negotiations.	Reports and any other information relating to the Supplier's business continuity plan(s) and disaster recovery plan(s).	For the duration of the Term and for a period of seven (7) years thereafter.



Crown
Commercial
Service



Section E
Contract Award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

SIGNATURES

For and on behalf of the Supplier

Name	Redacted for data protection (UK GDPR)
Job role/title	Redacted for data protection (UK GDPR)
Signature	Redacted for data protection (UK GDPR)
Date	

For and on behalf of the Buyer

Name	Redacted for data protection (UK GDPR)
Job role/title	Redacted for data protection (UK GDPR)
Signature	Redacted for data protection (UK GDPR)
Date	28/11/2025



Attachment 1 – Services Specification

- 1.1. On 29th July 2024, the Chancellor of the Exchequer, made a statement to the House of Commons on public spending.
- 1.2. As part of this statement, it was announced that Winter Fuel Payments would no longer be paid to those pensioners who are not in receipt of Pension Credit (PC). This change took effect from Winter 2024.
- 1.3. To reduce the impact on those pensioners most in need of financial support, the Chancellor committed to work with Secretary of State for DWP to maximise the take up of PC by bringing forward the joint administration of pensioner Housing Benefit (pHB) and PC.
- 1.4. It has long been assumed that bringing together the administration of pHB and PC would lead to an increase in the take-up of PC. While this has always been a desirable outcome, the Chancellor's announcement has given an increased sense of urgency to the work. Considering this, the Autumn Budget 2024 (AB24) settlement included the following statement:
'The administration of Pension Credit and Housing Benefit will be brought together for new customers from 2026. This is two years earlier than previously announced and will support more people to receive the benefits that they are entitled to.'
- 1.5. We aim to deliver a Minimum Viable Product (MVP) which meets these initial objectives by 2026, in line with the public commitment made by the Chancellor of the Exchequer in July 2024.
 - 1.5.1. The work includes 4 strands of activity of which 1- pHB/PC Alpha/Beta (following Discovery) - for pensioners which is the scope of this procurement, and 3 subsequent activities will follow on post this contract:
 - 1.5.1.1. TA Initiative - for working age and pension age customers.
 - 1.5.1.2. SH Initiative - for working age and pension age customers.
 - 1.5.1.3. LA Funding Model - initiative to strengthen financial resilience in relation to Housing Benefit work.
- 1.6. This will be a multi-year delivery of 2 years with a possible 2 x 12-month extensions.
- 1.7. A Discovery for this was undertaken and suppliers are being asked to submit bids to support and deliver the pensioner Housing Benefit (pHB) and Pension Credit (PC) pHB/PC Alpha/Beta (following Discovery) - for pensioners.



.2 SCOPE OF REQUIREMENT

- 1.8. Pensioners are under-claiming benefits they are entitled to due to lack of awareness, misperception or complexity of the application process and reluctance to share private and financial information.
- 1.9. This leads to an increased risk of pensioners living in poverty while worsening the existing inefficiencies in the current welfare system.
- 1.10. The Chancellor made a commitment to bring together the administration of pHB/PC as soon as is operationally possible so that pensioners receive the benefits they are entitled to.
- 1.11. We need to deliver an accessible, effective, and efficient service to help pensioners get the right financial support at the right time, so they can maintain their home and live independently.
- 1.12. The service user types will consist of:

- **User Type 1:** Customer (Pension Age Citizens) As a pensioner I need to be able to claim/receive financial and/or housing cost support based on my needs, in one place so that it is simple to receive the money I am eligible for.
- **User Type 2:** Agents (Government and Local Authority Agents) As an agent I need to be able to support the customer with their financial/rental liability/housing costs, so that I can easily determine eligibility and entitlement.
- **User Type 3:** Third Parties (Formal and Informal) As a customer representative I need to be able to support the customer to obtain the right help, so that they can receive the benefits to which they are entitled to quickly and maintain their home.
- **User Type 4:** Landlords (social and private) As a landlord I need to be able to verify housing information in a single view for any of my tenants and see upcoming payments so that I can ensure I am paid accurate rent for my tenants at the right time.

- 1.13. This list is not exhaustive.

.3 THE REQUIREMENT

- 1.14. The start date of the requirement is 1st September 2025 end date of the Initial Term, is 31st of August 2027 with an option for 2 additional 12-month extension options up to a maximum period of 24-months.
- 1.15. The supplier will provide services to deliver agreed phases of delivery (Alpha and Beta Phases and beyond if required) to support the pHB/PC project. Both Phases will be delivered under separate SOW's. Under these SOWs the supplier



will be accountable for specific outcomes agreed within the SOW. All supplier staff assigned will be assumed to be inside of IR35 regulations.

- 1.16. All work will be conducted on DWP devices and development environments using DWP tooling and software. On this basis offshoring is not appropriate or allowed as part of this contract.
- 1.17. The appointed supplier will provide flexible capacity and capability to support DWP by providing Digital Teams. The supplier will deliver on the outcomes of Discovery as detailed below.

.4 Alpha Phase

- 1.18. The Alpha Phase will proof out concepts identified in the Discovery Phases (ratified as part of the Alpha inception plan) and will build out research, analysis, and technical understanding/requirements to inform the MVP to take into Beta. This is expected to take around 3 months. The key controls of Alpha are set out below:
 - 1.18.1. **Identify User Needs:** Conduct user research to understand the problem and identify user needs.
 - 1.18.2. **Prototype Solutions:** Develop multiple prototypes to test different solutions.
 - 1.18.3. **Validate Assumptions:** Use user feedback to validate or invalidate assumptions about the problem and solutions.
 - 1.18.4. **Select Best Solution:** Choose the most viable solution based on user feedback and technical feasibility.
- 1.19. **Identify:** Key data, insights and challenges that need to be addressed
 - 1.19.1. Determine and test the best user journey for customers applying for pHB & PC.
 - 1.19.2. Identify digital and non-digital channels to support pensioners with varying digital literacy levels.
 - 1.19.3. Identify and test what in-channel support would allow customers to start and complete their claim journey easily.
 - 1.19.4. Identify what key data can be re-used to simplify the customers & agents claim assessment process.
 - 1.19.5. Establish eligibility criteria that can be checked automatically.
 - 1.19.6. Identify & test what in-channel support would allow pensioners to successfully start and complete their claim journey with increased efficiency and experience.
 - 1.19.7. Assess technical and legal challenges in joining up the administration of both benefits.
 - 1.19.8. Identify the dependencies required for an initial MVP service & business model (for people process and technical capabilities).



1.20. **Processes:**

- 1.20.1. Operational and technical workflows for implementation.
- 1.20.2. Implement Agile delivery approach with iterative testing and continuous feedback.
- 1.20.3. Implement a continuous design loop to support iteration of problem, user needs and potential solution(s) including the build of a working prototype.
- 1.20.4. Establish development & live infrastructure for the service.
- 1.20.5. Development cycle to produce minimum functionality required to deliver a new joined-up service.
- 1.20.6. Define data-sharing mechanisms and API integration with existing DWP and local authority systems if, or where applicable.
- 1.20.7. Prove the concept of a common set of questions that can be presented to customers to claim pHBPC claims, based on needs and consistent messaging.
- 1.20.8. Identify and prove what data can be sourced and supplied through trusted sources to support pHBPC claims and reduce evidence requirements.
- 1.20.9. Development of a Beta inception plan and MVP roadmap.

1.21. **Controls** - Governance, compliance, and progress monitoring:

- 1.21.1. Regular playback sessions to provide assurance of progress and direction.
- 1.21.2. Governance framework to track project performance, risks, and issue resolution.
- 1.21.3. Compliance with government digital service standards and accessibility requirements.
- 1.21.4. Regular reporting to Project/Programme Board.
- 1.21.5. Ongoing system performance monitoring.

1.22. **Key Outputs/Products** - Deliverables such as prototypes, MVP, and technical docs

- 1.22.1. Maintained Service Vision.
- 1.22.2. Detailed user needs and refined personas.
- 1.22.3. Prototype(s) for testing with users (customer & agents) as part of an iterative design loop.
- 1.22.4. Outline Minimum Viable Product (MVP).
- 1.22.5. Backlog of sized & prioritised user stories for the MVP.



- 1.22.6. Backlog of user stories for strategic solution.
 - 1.22.7. Initial Solution Architecture documentation.
 - 1.22.8. Detailed initial technical architecture and data entity model and sharing framework (including Enterprise Architecture Assurance Dashboard).
 - 1.22.9. Outline test approach, if required.
 - 1.22.10. Outline scope, delivery plan and costs.
 - 1.22.11. Beta inception plan, MVP roadmap and rollout plan for Beta including release and incident management requirements.
 - 1.22.12. User Research Plan including approach for sourcing appropriate participants.
 - 1.22.13. High level service performance metrics and measurement approach defined and agreed".
- 1.23. **Outcomes:** Expected results and benefits of the project:
- 1.23.1. Agreed vision + scope including outline MVP (based on outcomes prototype and testing in Alpha).
 - 1.23.2. Understanding and traceable build on existing Discovery Outcomes (See Discovery Documents Ref Attachment 5)
 - 1.23.3. Service users and their needs are understood (including accessibility)
 - 1.23.4. Progress in identifying options for assisted digital.
 - 1.23.5. Understanding of the capabilities and dependencies required to deliver MVP for Beta and post MVP iterations e.g. scalability of customer cohorts, users, and non-technical requirements.
 - 1.23.6. A design for a scalable and adaptable system capable of accommodating future policy changes.
 - 1.23.7. Target architecture and strategic design principles presented and assured through appropriate governance (e.g. Digital Design Advisory/Authority).
 - 1.23.8. Agreed value drivers for the service.
 - 1.23.9. Accessibility standards met.
 - 1.23.10. Preparation and Presenting at GDS assessments.
 - 1.23.11. Assurance that the service meets GDS Service Standards throughout in readiness for Alpha exit and Beta entry (Private & Public Beta go live milestone/launch point critical dependencies)
 - 1.23.12. Provide understanding of Level 3 ITIL service management requirements to ensure service continuity and continuous improvement in readiness for the launch of the Beta MVP Service and post feedback and iterations to provide assurance of sustainability and scalability of the Beta service.



.5 Beta Phase

- 1.24. The Beta phase will span multiple years and will design, build, and test the MVP as part of a Beta phase for delivery in 2026 and will continue to iterate and scale for public beta delivery post 2026. Before moving in Beta, it's important that the following preconditions have been met. All off all Alpha outcomes in 6.6 above must be delivered before starting the Beta Phase.
- 1.24.1. Build MVP: Develop a Minimum Viable Product (MVP) based on the selected solution from the alpha phase.
 - 1.24.2. User Testing: Conduct extensive user testing to gather feedback and identify any issues.
 - 1.24.3. Iterate and Improve: Continuously iterate on the MVP based on user feedback and performance metrics.
 - 1.24.4. Prepare for Scale: Ensure the service can handle increased user load and integrate with existing systems.
 - 1.24.5. Post-MVP to Public Beta.
 - 1.24.6. Private Beta Launch: Release the service to a limited audience to gather more feedback and make improvements.
 - 1.24.7. Monitor Performance: Track key performance indicators (KPIs) and user feedback to identify areas for improvement.
 - 1.24.8. Enhance Features: Add and refine features based on user needs and feedback.
 - 1.24.9. Public Beta Readiness: Ensure the service meets all necessary standards and is ready for a wider audience.
 - 1.24.10. Public Beta Launch: Open the service to the public, ensuring support is in place for any issues that arise.
- 1.25. **Controls:** The key controls of Beta are set out below:
- 1.25.1. Regular playback sessions to provide assurance of progress and direction.
 - 1.25.2. Governance framework to track project performance, risks, and issue resolution.
 - 1.25.3. Compliance with government digital service standards and accessibility requirements.
 - 1.25.4. Fortnightly sprint reports (dashboard) to Project/ Programme Board including performance and finance reports.
 - 1.25.5. (at least) monthly Project/ Programme Board meetings where progress is demonstrated.
 - 1.25.6. At least one external health check during Beta phase.
 - 1.25.7. Ongoing system performance monitoring.



- 1.25.8. Managed ADRID log.
- 1.25.9. User research cadence is maintained.
- 1.26. **Processes** - Operational and technical workflows for implementation:
 - 1.26.1. An Agile delivery approach with iterative testing and continuous feedback.
 - 1.26.2. A continuous design loop to support iteration of problem, user needs and potential solution(s) including the build of a working prototype.
 - 1.26.3. Establish development and live infrastructure for the service.
 - 1.26.4. Development cycle to produce minimum functionality required to deliver a new joined-up service incorporating learning and artefacts from the Alpha phase.
- 1.27. **Key Outputs/Products**- Deliverables such as prototypes, MVP, and technical docs:
 - 1.27.1. A public service used to gain feedback to drive future development.
 - 1.27.2. A complete solution architecture, including Enterprise Architecture Beta dashboard, assured through appropriate governance (e.g. Digital Design Authority).
 - 1.27.3. An updated backlog of sized & prioritised user stories for the MVP and post MVP iterations.
 - 1.27.4. Updated backlog of user stories for strategic solution.
 - 1.27.5. Agreed list of private beta users.
 - 1.27.6. An updated Assumptions, Dependencies, Risks, issues, and Decisions Log.
 - 1.27.7. Development of artefacts for the Beta service.
 - 1.27.8. Evidence that Government Digital Service (GDS) standard is met.
 - 1.27.9. DWP security accreditation, Privacy Impact Assessment and Equality Analysis.
 - 1.27.10. Plan for go live and beyond, including metrics/ KPIs.
 - 1.27.11. User Research Plan including approach for sourcing appropriate participants.
 - 1.27.12. An approach for continuous service feedback and improvements.
- 1.28. **Outcomes** - Expected results and benefits of the project
 - 1.28.1. Service meets real user needs.
 - 1.28.2. Solution fits with DWP business architecture and strategic design principles and technology and design choices are validated.
 - 1.28.3. Accessibility standards met.
 - 1.28.4. Assurance that the service meets GDS Service Standard (prior to Public Beta).
 - 1.28.5. Assisted Digital plans in place.



1.28.6. Risks and issues reduced.

1.28.7. Service performance metrics (including user satisfaction) trending positively.



.6 Delivery Management Activities

- 1.29. The supplier will also be expected to undertake the below responsible for the highlevel activities set out below:
- 1.29.1. Provide Product Management capability to facilitate day-to-day product direction within teams that aligns with Digital Retirement and Service Modernisation product strategies during delivery of this contract.
 - 1.29.2. Lead on the day-to-day engagement with stakeholders where applicable.
 - 1.29.3. Contribute to/provide input to Ministerial Briefing and/or parliamentary questions as needed.
 - 1.29.4. Contribute to senior leader briefings and communications to support the strategic storytelling that frames the project.
 - 1.29.5. User research to provide qualitative evidence to inform priorities and design decisions.
 - 1.29.6. Continued user research to validate that the products continue to meet user needs and policy intent.
 - 1.29.7. Maintain a prioritised backlog in Jira with sufficient detail to enable backlog items to be refined later. Document and link supporting evidence to Jira stories for audit trail of decision making in Confluence and other suitable artefacts.
 - 1.29.8. Ensure design, data and tech is documented, and being actively managed as part of the product backlog to ensure the products can continue to meet digital and legal standards.
 - 1.29.9. Maintain service design blueprint focussed on the prioritised areas or themes being progressed to delivery.
 - 1.29.10. Maintain business process flow diagrams.
 - 1.29.11. Co-ordination of the product backlog within the wider service space ensuring dependencies are identified and impacted.
 - 1.29.12. Support programme development of the service through governance and service assessment standards.
 - 1.29.13. Articulating the anticipated and realised value of the work the teams are accountable for.
 - 1.29.14. Actively engage in Digital practice communities to share common problems for continuously improve and wider DWP support.
 - 1.29.15. Maintain product roadmaps and contribute to strategic roadmaps using agreed standard tooling.
 - 1.29.16. Align to the ways of working as established in the authority's Scaled Agile Framework.



.7 Further Requirements

- 1.30. There is an expectation that the supplier will deploy the Capability and range of DDAT experience as defined at Annex 1.
- 1.31. Individuals should have a minimum of 2 years' experience, unless otherwise agreed by the Buyer and the appropriate capabilities to deliver the Buyer's requirements. A guide to the level of capabilities against the DDAT roles for each team can be found at <https://www.gov.uk/government/collections/digital-data-andtechnology-profession-capability-framework>
- 1.32. The Supplier must be able to provide all these roles and form teams based upon the brief provided as part of each Statement of Work. BPSS Security level is required for all Supplier staff working under this Call -Off Contract. In certain circumstances SC clearance may be required but will be discussed where appropriate.
- 1.33. All work will be conducted on DWP devices and development environments using DWP tooling and software.
- 1.34. Supplier teams are expected to interact with DWP where appropriate i.e.
- 1.34.1. Conduct agile ceremonies that DWP may attend to assure continued alignment with wider DWP strategy and operating environment.
 - 1.34.2. Quarterly Planning to align priorities and dependencies.
 - 1.34.3. End of Sprint 'show and tells' to wider stakeholders and project show case.
 - 1.34.4. End of Sprint reviews with key stakeholders
 - 1.34.5. End of Sprint playback with DWP to assure progress against agreed deliverables/milestones in the Statement of Work.
- 1.35. The supplier will need to ensure they:
- 1.35.1. Have a commitment to collaborative working (with us and key stakeholders).
 - 1.35.2. Will work with reference to the wider evidence base supplied by DWP.
 - 1.35.3. Have responsibility for and have a clear plan for the recruitment of citizens for research purposes. Suppliers can leverage but must not be reliant on DWP contracts for User Research participants or facilities. Approach will be agreed on each individual SOW and any reasonable costs incurred repayable through expenses. Where required the Buyer can facilitate access to DWP agent participants.
 - 1.35.4. Have strong experienced capability to enable multidisciplinary collaboration including Product and User Centred Design (UCD).
 - 1.35.5. Have strong technical and engineering capability (e.g. NodeJS,



DevOps infrastructure) skilled in the tooling outlined at Quality 16.2

- 1.35.6. Have a strong capability in agile delivery management using appropriate methodologies and in a scaled environment i.e. expertise/experience of working in a multi-team environment with complex dependencies.
- 1.35.7. Experience and evidence of GDS service design assessments across the Agile Lifecycle with capability to lead and support supplier teams where appropriate



Attachment 2 – Charges and Invoicing

Part A – Milestone Payments and Delay Payments

Milestones and deliverables to be agreed on a per SOW basis. Costs to be calculated using the provided rate card.

Part B – Service Charges

Not Applicable

Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges

Redacted under PCR 2015 – Regulation 108(b): commercially sensitive information (prejudice to legitimate commercial interests).

Redacted under PCR 2015 – Regulation 108(b): commercially sensitive information (prejudice to legitimate commercial interests).

Charges Assumptions

1. Service delivery will be largely remote, with the exception of key Delivery, Product & Design roles that will require travel to and from the Newcastle office for specific collaboration sessions and workshops. Charges and rates assume there is no travel required to any other Buyer location. Reimbursable expenses will be detailed in the relevant SOWs in accordance with DWP – Contractors Expenses Policy.
2. Statements of Work will be shaped to deliver a set of outcomes and needs a full, Supplier delivery team requiring the breadth of the roles on the above rate card.
3. There is no TUPE transfer on entry into the contract or any relevant SOW, and there is no provision for TUPE costs in the Supplier's charges. In the event that a TUPE transfer appears likely, the impact will be agreed with the Buyer and set out in the applicable Statement of Work.



Part

Crown
Commercial
Service

D – Risk Register

To be managed at monthly Operational Boards

Part E – Early Termination Fee(s)

There are no early termination fees beyond the payment of services during the termination notice period set out above in this Order Form. In respect of time and materials Statements of Work this will be chargeable based on the time and materials incurred during the notice period with both Parties acting reasonably. In respect of fixed price Statements of Work this will be calculated on a pro-rata basis for the notice period against the total charges that would have otherwise been payable had the Statement of Work not been terminated.



Crown
Commercial
Service

Attachment 3 – Outline Implementation Plan

Each Statement of Work will contain an outline implementation plan applicable to that Statement of Work





Attachment 4 – Service Levels and Service Credits

The Buyer will measure the quality of the Supplier’s delivery by:

KPI/SLA	Service Area	KPI/SLA description	Measure	Target
1	SOW Draft Turnaround and Variations	Draft SOWs or variations returned 5 working days of request from the Contracting Authority	Total number of SOW/Variations drafted within 5 working days divided by (total number of SOWs/Variation requests minus any legitimately cancelled or closed by DWP) x 100 = SOW Turnaround rate %. If no SOWs/Variations are implemented in a month, the KPI shall be met.	Good: 98% Near Target: < 98% and ≥ 95% Needs Improvement: < 95% and ≥ 90% Inadequate: < 90%
2	On Time Delivery – Milestones	Development Project which meets one or more Milestones during project development.	Agreed Milestone Date as defined in the project plan	Good: Milestone Delivered on Time Near Target: 1 Week late Needs Improvement: 2 to 3 weeks late Inadequate: More than 3 weeks late
3	Time to publish Knowledge Articles	Knowledge Articles provided by the Supplier within required timescales.	Total number of Knowledge Articles drafted within required timescales divided by (total number of Knowledge Articles minus any legitimately cancelled or closed by DWP) x 100 = Knowledge Article Turnaround rate %.	Good: 98% Near Target: < 98% and ≥ 95% Needs Improvement: < 95% and ≥ 90% Inadequate: < 90%



KPI/SLA	Service Area	KPI/SLA description	Measure	Target
4	Quality of Invoices	Invoices submitted which must be revised as a result of queries/changes.	Number of revision/ queries required to ensure an accurate invoice	Good: No Revisions Near Target - 1 to 2 Revisions Needs Improvement: 3 to 5 Revisions Inadequate: more than 5 Revisions
5	Customer satisfaction	Customer satisfaction regarding overall performance of Supplier and Supplier teams	Buyer will use the Balanced Scorecard monthly to score their satisfaction against Supplier's performance during that Sprint/Release. Target Performance Level: Green	Good - Green Requires Improvement - Amber Inadequate - Red
6	Social Value	The measure of action taken in Theme 4: Equal Opportunity throughout the contract to be based on Potential Providers Tender response.	To be agreed between both parties within first thirty (30) days of the Contract Start Date	100%



Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

Key Supplier Personnel and/or Key Sub-Contractors (if any) will be set out in the applicable Statement of Work. The Parties agree that they will update those details periodically to record any changes to Key Supplier Personnel and/or any Key SubContractors appointed by the Supplier after the start of the relevant Statement of Work for the purposes of the delivery of the Services.

Part A – Key Supplier Personnel

Not Applicable

Part B – Key Sub-Contractors

Not Applicable

Attachment 6 – Software

Any Software to be provided by the Supplier will be set out in the applicable Statement of Work.

Attachment 7 – Financial Distress

For the purpose of Schedule 7 (Financial Distress) of the Call-Off Terms, the following shall apply:

PART A – CREDIT RATING THRESHOLD

Entity	Credit Rating (long term) <i>(insert credit rating issued for the entity at the Commencement Date)</i>	Credit Rating Threshold <i>(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3))</i>
Supplier	<u>Redacted for data protection (UK GDPR)</u>	<u>Redacted for data protection (UK GDPR)</u>

PART B – RATING AGENCIES

Dun and Bradstreet

Attachment 8 – Governance

PART A – SHORT FORM GOVERNANCE

For the purpose of Part A of Schedule 7 (Short Form Governance) of the Call-Off Terms, the following board shall apply:

Operational Board	
Buyer Members for the Operational Board	To be confirmed post contract award
Supplier Members for the Operational Board	To be confirmed post contract award
Frequency of the Operational Board	Monthly
Location of the Operational Board	Virtual

PART B – LONG FORM GOVERNANCE

Not Applicable

Attachment 9 – Schedule of Processing, Personal Data and Data Subjects

This Attachment 9 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 Schedule shall be with the Buyer at its absolute discretion.

1.1.1.1 The contact details of the Buyer’s Data Protection Officer are: **Redacted for data protection (UK GDPR)**

1.1.1.2 The contact details of the Supplier’s Data Protection Officer are: Data Protection Officer, IBM Legal Department, IBM United Kingdom Limited, 20 York Road London SE1 1NX **Redacted for data protection (UK GDPR)**

1.1.1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Attachment 9.

Description	Details
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Identity of Controller for each Category of Personal Data

[The Authority is Controller and the Supplier is Processor

The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:

- Buyer customer data and business contact details of any directors, officers, employees, agents, consultants and contractors of the Authority (excluding the Supplier Personnel) that the Supplier processes to resolve Incidents or Problems. This information is made available to the Supplier by the Buyer via the Buyer's DWP Place (TechNow) tooling which may contain Personal Data (e.g. logs, screenshots).

The Supplier is Controller and the Authority is Processor

The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with Clause 34.2 to 34.15 of the following Personal Data:

- N/A

The Parties are Joint Controllers

The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:

- N/A

The Parties are Independent Controllers of Personal Data

The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:

- Each party consents to the other party using its Business Contact Information which means the names, mailing addresses, email addresses, and phone numbers regarding either party's employees,

	<p>directors, vendors, agents, and customers, that might be processed by the other party as necessary to communicate and interact in the context of their business relationship, including for contract management, payment processing, service offering.</p>
Duration of the processing	Up to six (6) Months after the expiry or termination of the Call-Off Contract including any Termination Assistance Period, where applicable.
Nature and purposes of the processing	<p>Subject to the nature of any processing and access to personal data we could consider the below.</p> <p>The Supplier will have access to the Buyer's DWP Place (TechNow) Application which contains personal information of DWP customers but will not be responsible for any processing.</p> <ol style="list-style-type: none"> 1. The Supplier will follow the Authority's direction and guidelines on staff security clearance and processes for accessing the Authority's systems, including role-based access controls and security standards as required. 2. Any access for the Supplier to Authority Personal Data will be limited to onshore resources accessing via agreed whitelisted IP's or Buyer provisioned laptops. 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 Authority.
Type of Personal Data	name, address, email address, telephone number
Categories of Data Subject	<p>Any directors, officers, employees, agents, consultants, DWP Customers (individuals claiming state pension) and contractors of the Authority (excluding the Supplier staff) for which the Authority is the Controller.</p> <p>Supplier Staff engaged in the performance of the Supplier's duties under the Contract for which the Authority is the Controller.</p>
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	<p>All relevant data to be deleted six (6) Months after the expiry or termination of the Call-Off Contract including any Termination Assistance Period, where applicable unless longer retention is required by Law or the terms of the CallOff Contract.</p> <p>For Customer information for incidental analysis the data is held only for the duration of the specific incident, until closure is confirmed and will then be deleted from the Supplier's systems by the Supplier.</p>

Attachment 10 – Transparency Reports

The reports below may contain commercially sensitive information. If they are to be shared with anyone other than Buyer personnel, or published outside of the Buyer, they will be reviewed by the Buyer and redacted to remove Commercially Sensitive Information (in accordance with Section D). The Buyer will share a redacted version shared with the Supplier for agreement before wider circulation.

Title	Content	Format	Frequency
Performance Monitoring Report	Detail of the performance by the Supplier against each of the Service Level Agreements and Key Performance Indicators	As appropriate and agreed by the Buyer based on individual SoW.	Monthly
Contract Financial Report	Breakdown of Suppliers costs, operating expenditure, overheads, profit.	FVRA	Annually from the anniversary of the Effective Date
Contract Charges Report	Detailed breakdown of charges against each Statement of Work	Templates as in Framework	Monthly
Key Subcontractors Report	Notified Key Sub-Contractors	Templates as in Framework	With each replacement / approved appointment or variation
Supply Chain Transparency Information Report	Visibility of Supply Chain Spend	Templates as in Framework	Within ten (10) Working Days from end of each Financial Year
Supply Chain Visibility Report	Visibility of Sub-Contract Opportunities in the Supply Chain	Templates as in Framework	Quarterly
Technical Infrastructure and Operating Procedures	Configuration database detailing the technical infrastructure and operating procedures	Templates as in Framework	Any variation
Key Supplier Staff	Key Supplier Staff	Templates as in Framework	On replacement of Key Supplier Staff
Social Value Reporting	Submission of Social Value reporting	Templates as in Framework	Quarterly – reporting schedule to be agreed at Contract Award

Carbon Reduction Reporting	Submission of Carbon Reduction reporting	Templates as in Framework	Quarterly – reporting schedule to be agreed at Contract Award
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Attachment 11 – Special Terms

Part A: Special Terms

The following Special Terms are incorporated into this Order Contract:

Special Term 1

1.1 The Services under this Call-Off Contract shall be provided under discrete Statements of Works. During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed SOWs as per the format at Appendix 1 to this Attachment 11.

1.2 Upon execution of an SOW, the provisions detailed therein shall be incorporated into the Contract. Each signed SOW will be automatically incorporated into this Order Form therefore does not require a variation to the Contract.

1.3 In the event of an inconsistency between what's contained in the SOW and the Order Form, the contents of the SOW shall take precedence.

Special Term 2

2.1 Nothing in this Agreement shall prevent the Supplier or its Sub-contractors from using, for any purpose, that experience which is gained by Supplier Personnel or Subcontractor in the provision of the Services; or prevent the Supplier from providing similar services and/or deliverables to others using the same or different staff.

2.2 The Supplier is not providing or licensing to the Authority any Third Party or Supplier Software (including Supplier COTS software) under this Agreement. If the Authority in the future wishes to license Supplier COTS software, or Third Party COTS Software, the Supplier COTS software and Third Party COTS software is licensed under its commercial terms and not the terms specified in the Contract or any of its Annexes or Call Offs- Supplier's commercial license terms take precedence over any term in this Contract

Special Term 3

GAI Tools

For the purposes of this Special Term 3, the following definitions shall apply:

(a) Buyer Approved GAI Tools shall mean the GAI Tools to be used in the provision of the Services and Deliverables, as specified in Appendix 2 to this Attachment 11, or set out in

the applicable SOW and any other GAI Tools approved in writing by the Buyer Authorised Representative from time to time;

- (b) GAI Outputs shall mean the outputs generated by any GAI Tools used in the provision of the Services and Deliverables;
- (c) GAI Tools shall mean a machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments; and
- (d) GAI Terms shall mean any applicable licence terms regarding third-party GAI Tools which are to be used in the provision of the Services and Deliverables.
- (e) Productivity Tools shall mean the Supplier's GAI Tools defined as such in Appendix 2.

Acceptable Usage

3.1 The Supplier must:

3.1.1 only use Buyer Approved GAI Tools to provide the Services and Deliverables; 3.1.2. only use the Buyer Approved GAI Tools:

- (a) for the relevant purposes specified in the SOW or Appendix 2 as applicable or any other use which is approved in writing by the Buyer Authorised Representative from time to time;
- (b) in accordance with all relevant DWP standards (including but not limited to):
 - (i) the Buyer's Acceptable Use Policy;
 - (ii) the Buyer's Artificial Intelligence Security Policy;
 - (iii) the Buyer's Information Management Policy;
 - (iv) the Buyer's Information Security Policy; and
 - (v) the Buyer's Data Protection Policy,

each as provided to the Supplier prior to use of the relevant Buyer Approved GAI Tools; and

(c) in accordance with any relevant GAI Terms that are provided to and accepted by the Supplier prior to use of the relevant GAI Tools,

provided that Special Terms 3.1.2 (b) and (c) shall not apply to the Productivity Tools;

3.1.3 immediately on becoming aware of (or being notified of) a Default of the Supplier regarding the use of GAI Tools, cease to use the Buyer Approved GAI Tools.

Productivity Tools

3.1.4 The Supplier may use the Productivity Tools to the extent necessary for the provision of the Services provided always that:

- (a) the Productivity Tools shall:

- (i) only be used for the purposes outlined in the applicable SOW or Appendix 2 as applicable;
- (ii) not be installed on Buyer hardware or equipment;
- (iii) not be used at or from a DWP location; and
- (iv) not process any Buyer Confidential Information; and

(b) in using the Productivity Tools, the Supplier will follow Good Industry Practice regarding AI ethics and will comply with the following:

<https://www.ibm.com/policy/trust-transparency> <https://www.ibm.com/think/insights/a-look-into-ibms-ai-ethics-governance-framework>.

3.1.5 The parties acknowledge and accept that:

(a) the Productivity Tools are not provided to the Buyer or its service recipients under this Contract even if the Buyer or its service recipients may view or have access to certain Productivity Tools; and

(b) shall remain the property of the Supplier or a third-party, as applicable.

3.1.6 Where future SOWs require the use of Productivity Tools beyond the permitted use identified at Appendix 2 or outside of the restrictions at Special Term 3.1.4, such use shall be subject to prior written approval by the Buyer and documented within the relevant SOW.

3.1.7 Notwithstanding anything to the contrary in these Special Terms, nothing shall act to limit the Supplier's liability to provide the Service and Deliverables to the standards required by the Contract, including but not limited to the requirements of Clause 8 of the Call-Off Terms.

GAI Outputs

3.2 The parties acknowledge and accept that, due to the nature of artificial intelligence:

3.2.1 the GAI Outputs may not be unique and that third parties may receive similar outputs from GAI Tools;

3.2.2 IPRs may not subsist (or are capable of subsisting) in the GAI Outputs; and

3.2.3 to the extent IPRs do subsist (or are capable of subsisting) in the GAI Outputs (but subject to any terms to the contrary in any GAI Terms or the applicable SOW) the Buyer retains and the Supplier hereby assigns to the Buyer any of its rights title, and interest (if any) in and to the GAI Outputs except to the extent that any such rights constitute Existing IPRs (or modifications to such Existing IPRs) of the Supplier.

3.3 If a change in law impairs either the Buyer's or the Supplier's ability to use the Buyer Approved GAI Tools, the parties will negotiate in good faith the changes necessary to continue the provision of the Services without the use of such GAI Tools.

IPR Infringement

3.4 Where an IPRs Claim arises as a result of the use of Buyer Approved GAI Tools which are owned by (or otherwise licensed to) the Buyer, the indemnity from the Supplier to the Buyer at Clause 23.1 of the Call-Off Terms shall only apply to any such IPRs Claim to the extent that it arises as a result of a failure by the Supplier to comply with any terms of the Contract (including but not limited to this Special Term 3).

3.5 To the extent that the Buyer has the right to be indemnified by the relevant third party GAI Tool owner, the Buyer shall, where the terms of the indemnity (if any) in the relevant GAI Terms (if any) allow, pass on the benefit or claim on behalf of the Supplier for the Supplier's losses arising from a third party intellectual property infringement claim against the Supplier in respect of the use of Buyer Approved GAI Tools that the Buyer provides to the Supplier in relation to this Contract, unless and to the extent that such claim has arisen due to a breach of the Supplier under this the Contract (including but not limited to this Special Term 3).

3.6 The Buyer and the Supplier may agree to further specific terms in the applicable SOW relating to Buyer supplied GAI Tool s which are appropriate to the level of risk in the relevant Buyer supplied GAI Tool.

Attachment 11: Appendix 1: Template Statement of Work

Pensioners Housing Benefit and Pension Credit (pHBxPC)

Fixed Price 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 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.	
Framework:	Technology Services 3 (RM6100) – Lot 3d Application and Data Management
Date of SOW:	Day Month 20xx
SOW Title:	ECM_XXXXX Pensioners Housing Benefit x Pension Credit – Phase/
SOW Reference:	SOWXXX
Call-Off Contract Reference:	ECM_XXXXX
Buyer:	Department for Work and Pensions
Supplier:	IBM United Kingdom Limited
SOW Start Date:	Day Month 20xx
SOW End Date:	Day Month 20xx
Duration of SOW:	X weeks
Key Personnel (Buyer)	
Key Personnel (Supplier)	Redacted for data protection (UK GDPR) Redacted for data protection (UK GDPR) Redacted for data protection (UK GDPR)
Subcontractors	N/A

2. CALL-OFF CONTRACT SPECIFICATION - SOW CONTEXT

SOW Background	<i>[Insert details of which elements of the Deliverables this SOW will address].</i>
Delivery Phase(s)	<i>[Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live].</i>

Overview of Requirement	<i>[Insert details including Release Types(s), for example, Adhoc, Inception, Calibration or Delivery].</i>
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3. BUYER REQUIREMENTS			
SoW Deliverables/ Outcomes	<i>[Insert details of the service outcomes and/or deliverables]</i>		
Milestone Ref	Milestone Description	Acceptance Criteria	Due date
pHBPC-M001	DelXXX:	Acceptance criteria to be added	XX/XX/202X

pHBPC-M002			
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pHBPC-MXXX			
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Delivery Plan			
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Buyer Responsibilities	<i>[Insert table with Reference, Description, Assurance Criteria, Due Date].</i>		
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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 Personnel Vetting in accordance with Paragraph 6 (Security of Supplier Personnel) of Part B – Annex 1 (Baseline Security Requirements) of Additional Schedule S3: Security Requirements.</p> <p><i>[If different security requirements than those set out in Additional Schedule S3: Security Requirements apply under this SOW, these shall be detailed below and apply only to this SOW: <i>[insert if necessary]</i>]</i></p>		
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Cyber Essentials Scheme	The Buyer requires the Supplier, and any Sub-contractor (as applicable), to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with the Buyer’s Enhanced Security Schedule contained in the Order Form.		
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SOW Standards	<p>Standards applicable to this SOW:</p> <ul style="list-style-type: none"> Standards detailed in the specification in RM6100 TS3 Framework Agreement. Standards detailed by the Buyer in the Order Form, Call-Off Schedules, Joint Schedules or agreed between the Parties. <p><i>[Insert any additional standards specific to this SOW at SOW draft]</i></p>		
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Performance Management	<p>Where applicable, Supplier performance will be measured in accordance with Schedule 3 – Service Levels, Service Credits and Performance Monitoring, which are contained in Attachment 4 of the Order Form and will be measured at contract level.</p> <p>The below additional KPIs will be applicable to this SOW: <i>[Insert details of additional KPIs]</i></p>		
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KPIs	Target	Measured by

Additional Requirements	Annex 1: Where Attachment 9 – Schedule of Processing, Personal Data and Data Subjects in the Order Form does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1, Attachment 9, attached to this Statement of Work.												
Worker Engagement Status	The Supplier confirms to the Buyer that the Supplier shall endeavour to deliver the Services using resources who are on Supplier payroll and/or through subcontracts via Buyer-approved Subcontractors with full PAYE and NI deducted for such resources at source in compliance with the Off Payroll Workers Legislation.												
SOW Governance Requirements	<p>Further to the Supplier providing the management information detailed in Attachment 10 – Transparency Reports and Attachment 8 Governance, the Supplier shall also provide the following additional management information under and applicable to this SOW only:</p> <table border="1"> <thead> <tr> <th>Ref.</th> <th>Type of Information</th> <th>Which Services does this requirement apply to?</th> <th>Required regularity of Submission</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> </tr> <tr> <td>1.1</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission	1.				1.1			
Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission										
1.													
1.1													

4. CHARGES			
SoW Charges	<p>The applicable charging method(s) for this SOW is:</p> <ul style="list-style-type: none"> Fixed Price <p>The maximum value of this SOW (irrespective of the selected charging method) is £[<i>Insert detail</i>] (excluding VAT).</p> <p>The Charges detailed in the financial model shall be invoiced in accordance Schedule 2 – Charges and Invoicing of RM6100 Technology Services 3 Lots 2, 3, and 5 Call Off Terms.</p>		
Rate Cards Applicable	<i>As contained in Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges of Attachment 2 – Charges and Invoicing of the Order Form.</i>		
Milestone Charges	Milestone	Milestone Date	Milestone Payment (excl. VAT)
	pHBPC-M001	XX/XX/202X	£XX,XXX.XX

	pHBPC-M00X	£XX,XXX.XX
	Total	£XX,XXX.XX

5. 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: Day Month 202X Signature:
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For and on behalf of the Buyer	Name: Title: Date: : Day Month 202X Signature:
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Attachment 11: Appendix 2: Buyer Approved GAI Tools and Permitted Use

Buyer Approved GAI Tools	Permitted Use
Supplier Productivity Tools	<p>The Supplier may use its proprietary and third-party tools and software, including artificial intelligence, during the Services to perform certain responsibilities, including the following and any additional purposes of a similar scope and nature:</p> <ul style="list-style-type: none"> • Email summarisation, content drafting, tone/sentiment analysis, proof reading, report creation in support of delivery assurance and governance • Meeting summaries, actions, agenda drafting, insights connecting context in emails and meetings • Validation of expected activities in high-level delivery phases (not Buyer specific) to support potential gap analysis and validation in planning • Validation of proposed guardrails and other technical processes (not Buyer specific) to support design thinking • Commercial governance, finance, and reporting, expense processing and audit • Input to idea generation for workshop approaches, team communications, etc.

Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses