



**Crown  
Commercial  
Service**

# CALL-OFF CONTRACT

Quality Assurance and Testing for IT  
Systems 2 RM6148

## DPS Schedule 6 (Order Form and Order Schedules)

### Order Form

<b>ORDER REFERENCE:</b>	<b>QAT064 Home Office DDaT – Home Office Augmentation Service</b>
<b>THE BUYER:</b>	<b>The Secretary of State for the Home Department</b>
<b>BUYER ADDRESS</b>	<b>2 Marsham Street London, SW1P 4DF</b>
<b>THE SUPPLIER:</b>	<b>LA International Computer Consultants Ltd</b>
<b>SUPPLIER ADDRESS:</b>	<b>International House, Festival Way, Stoke on Trent, ST1 5UB</b>
<b>REGISTRATION NUMBER:</b>	<b>01633646</b>
<b>DUNS NUMBER:</b>	<b>227846995</b>
<b>DPS SUPPLIER REGISTRATION SERVICE ID:</b>	<b>Unknown</b>

## APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 02/12/2022  
It's issued under the DPS Contract with the reference number RM6418 for the provision of Quality Assurance & Testing Services.

DPS FILTER CATEGORY(IES):

<input checked="" type="checkbox"/> <b>Lot 1:</b> QA & Testing Specialist	<input type="checkbox"/> <b>Lot 6:</b> Operational Acceptance Testing
<input type="checkbox"/> <b>Lot 2:</b> QA & Dev-Ops	<input type="checkbox"/> <b>Lot 7:</b> Strategic QA Consultancy
<input type="checkbox"/> <b>Lot 3:</b> Load & Performance Testing	<input type="checkbox"/> <b>Lot 8:</b> Accessibility QA and Testing
<input type="checkbox"/> <b>Lot 4:</b> QA & Testing	<input type="checkbox"/> <b>Lot 9:</b> Security QA and Testing
<input type="checkbox"/> <b>Lot 5:</b> Infrastructure QA & Testing	<input type="checkbox"/> <b>Lot 10:</b> QA Capability Development

## **ORDER INCORPORATED TERMS**

The following documents are incorporated into this Order 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 Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6148
3. The following Schedules (as refined in accordance with Annex 1 (Schedule Refinements)) in equal order of precedence:
  - Joint Schedules for RM6148
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 9 (Minimum Standards of Reliability)
  - Joint Schedule 10 (Rectification Plan)
  - Joint Schedule 11 (Processing Data)
  - Order Schedules for RM6148
    - Order Schedule 2 (Staff Transfer)
    - Order Schedule 6 (ICT Services)
    - Order Schedule 7 (Key Supplier Staff)
    - Order Schedule 9 (Security)
    - Order Schedule 10 (Exit Management)
    - Order Schedule 13 (Implementation Plan and Testing)
    - Order Schedule 15 (Order Contract Management)
    - Order Schedule 18 (Background Checks)
    - Order Schedule 20 (Order Specification)
4. CCS Core Terms (DPS version)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6148
6. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No Supplier terms and conditions are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, proposed within the Supplier's Order Tender, or presented at the time of delivery.

## **ORDER SPECIAL TERMS**

The following Special Terms are incorporated into this Order Contract:  
Order Schedule 1 (Transparency Reports)

Government policy is to adopt and encourage greater transparency in its commercial activity, as such the Buyer will follow the legal requirements to publish advertised opportunities and awards on Contracts Finder as required by Public Contracts Regulations 2015.

The Buyer will publish on Contracts Finder details of who has won the contract, the contract value, and (for procurements below the EU thresholds) indicate whether the winning supplier is a small business or voluntary organisation or charity. The information must be published in a reasonable time, and it is recommended that the information be published no later than 90 calendar days after the contract award date.

ORDER START DATE:	01/09/2023
ORDER EXPIRY DATE:	31/08/2026
ORDER INITIAL PERIOD:	Up to 3 Years, 0 Months, Subject to Buyer Review every 6 months.
ORDER OPTIONAL EXTENSION PERIOD	1 Year 0 Months

## DELIVERABLES

See details in Order Schedule 20 (Order Specification).

The Parties will agree Statements of Work, an example of which is attached in Annex 2. The Buyer provides no guarantee that any Statement of Work shall be required during the Order Contract Period.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

### **Firm Prices**

- The Supplier shall be entitled to invoice the Buyer for a Milestone Payment once all Deliverables associated with the corresponding Milestone, as agreed in the Statement of Work, are Delivered.
- The Supplier shall not be entitled to submit invoices for any work where the agreed Firm Price has been exceeded.
- In the event the agreed Firm Price for this SoW is reached before the milestone work is Delivered, the Supplier shall successfully complete the work required in the SoW at their own cost.
- The Supplier will continue at its own cost and expense to provide the Services even where the agreed Firm Price has been exceeded.
- The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to the Statement of Work after the agreed price has been exceeded.

- The Buyer shall not accept any change to the agreed Contract Charge in order for the Supplier to complete the work.
- Payment is subject to successful delivery of the Services; to the required quality and the agreed timescales. The Buyer reserves the right to withhold payment of the relevant invoice(s) where the quality of delivery to time has not been met. Authorisation is not to be unreasonably withheld. Such payments to be released subject to either/or the rectification of the delivery issue and/or the provisions of an agreed recovery plan.
- The Contract Charges are fully inclusive of all risks and contingencies.
- The Contract Charges are fully inclusive of all travel and expenses costs.

### **Capped Time and Materials**

- The Supplier shall be entitled to invoice the Buyer at the end of each calendar month for the agreed work Delivered during that month, in accordance with the agreed resources and Rate Card within the Statement of Work.
- For Services delivered and for other aspects of the Services as may be agreed by the Parties, Charges shall be calculated on a daily basis in accordance with the Rate Card for each Supplier Staff, for every day, or pro rata for every part of a day that the Supplier Staff are actively performing the Services.
- The Supplier shall provide a detailed breakdown of any Charge; with sufficient detail to enable the Buyer to verify the accuracy of the Charges incurred.
- The Supplier shall retain a record timesheet for all staff providing the Services; which the Buyer may request for inspection at all reasonable times on request.
- T&M rates (excluding VAT) is an estimated Charge for a SoW from a Supplier proposal. If additional work is required, a further SoW shall be required. The Maximum Statement of Work Charges shall not be exceeded without a formal Contract Change Notice from the Buyer.
- The Supplier shall not be entitled to submit invoices for any work where the agreed Capped Maximum Contract Charge has been exceeded.
- In the event the agreed Capped Maximum Contract Charge for this SoW is reached before all work is Achieved, the Supplier shall successfully complete the work required in the SoW at their own cost.
- The Supplier will continue at its own cost and expense to provide the Services where the agreed Capped Maximum Contract Charge has been exceeded.
- The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to the Statement of Work after the agreed Capped Maximum Contract Charge has been exceeded.
- Payment is subject to successful delivery of the Services; to the required quality and the agreed timescales. The Buyer reserves the right to withhold payment of the relevant invoice(s) where the quality of delivery to

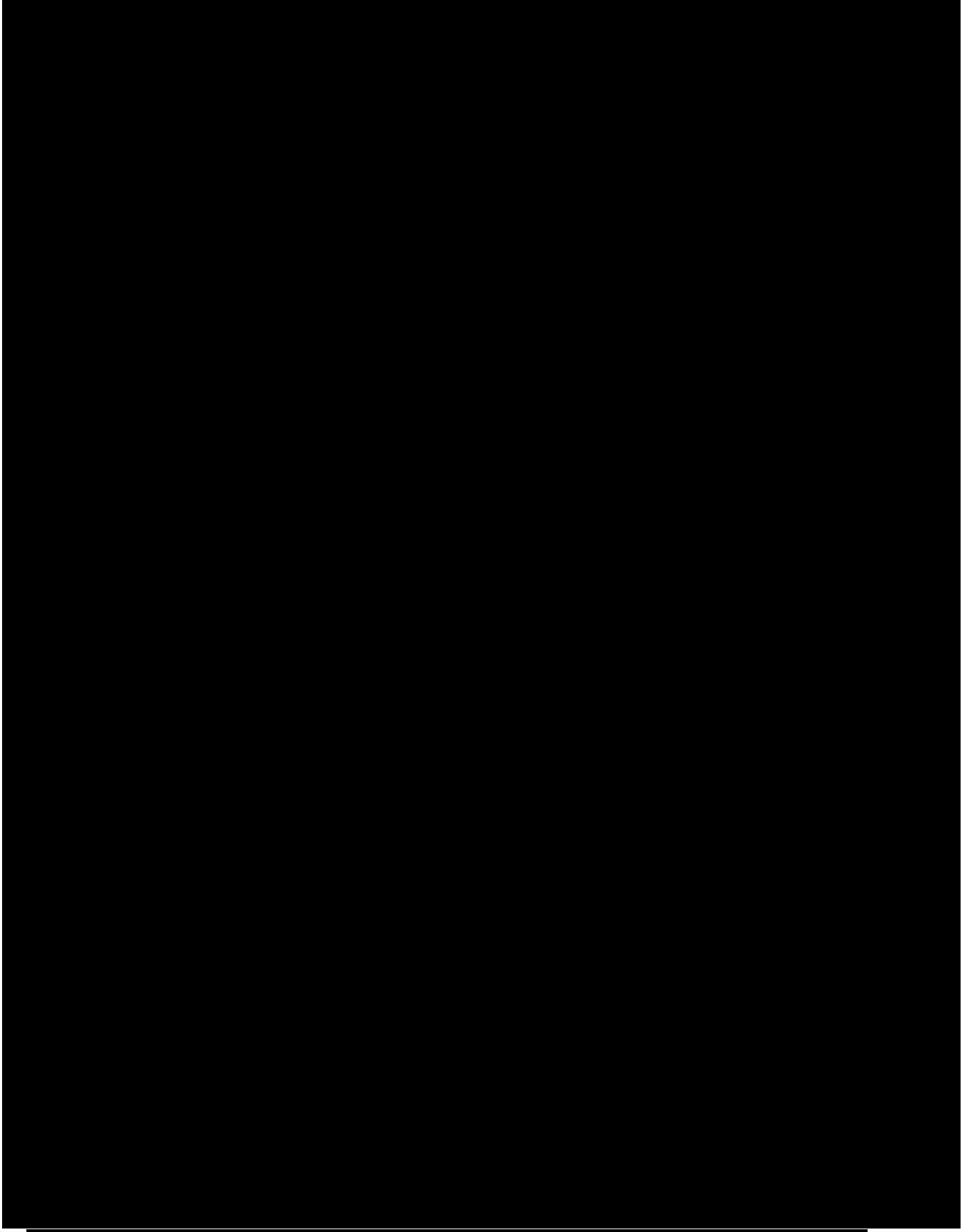
time has not been met. Authorisation is not to be unreasonably withheld. Such payments to be released subject to either/or the rectification of the delivery issue and/or the provisions of an agreed recovery plan.

- The Buyer will undertake a sign off review of the Services provided on a monthly basis through a monthly service report, or such other means of acceptance agreed by the parties using the method set out in the Statement of Work. Subject to the Order Contract, any signoff confirmed by the Authority shall denote acceptance of the related Services (Deliverables) performed.
- The Contract Charges are fully inclusive of all risks and contingencies.

### **Time and Materials**

- The Supplier shall be entitled to invoice the Buyer at the end of each calendar month for the agreed work Delivered during that month, in accordance with the agreed resources and Rate Card within the Statement of Work.
- For Services delivered and for other aspects of the Services as may be agreed by the Parties, Charges shall be calculated on a daily basis in accordance with the Rate Card for each Supplier Staff, for every day, or pro rata for every part of a day that the Supplier Staff are actively performing the Services.
- The Supplier shall provide a detailed breakdown of any Charge; with sufficient detail to enable the Buyer to verify the accuracy of the Charges incurred.
- The Supplier shall retain a record timesheet for all staff providing the Services; which the Buyer may request for inspection at all reasonable times on request.
- T&M rates (excluding VAT) is an estimated Charge for a SoW from a Supplier proposal. If additional work is required, a further SoW shall be required. The Maximum Statement of Work Charges shall not be exceeded without a formal Contract Change Notice from the Buyer.
- Payment is subject to successful delivery of the Services; to the required quality and the agreed timescales. The Buyer reserves the right to withhold payment of the relevant invoice(s) where the quality of delivery to time has not been met. Authorisation is not to be unreasonably withheld. Such payments to be released subject to either/or the rectification of the delivery issue and/or the provisions of an agreed recovery plan.
- The Buyer will undertake a sign off review of the Services provided on a monthly basis through a monthly service report, or such other means of acceptance agreed by the parties using the method set out in the Statement of Work. Subject to the Order Contract, any signoff confirmed

by the Authority shall denote acceptance of the related Services (Deliverables) performed.





At the time of Contract Award, the Buyer conducted a CEST evaluation and determined the Services to be provided fall inside IR35.

The Charges will not be impacted by any change to the DPS Pricing. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

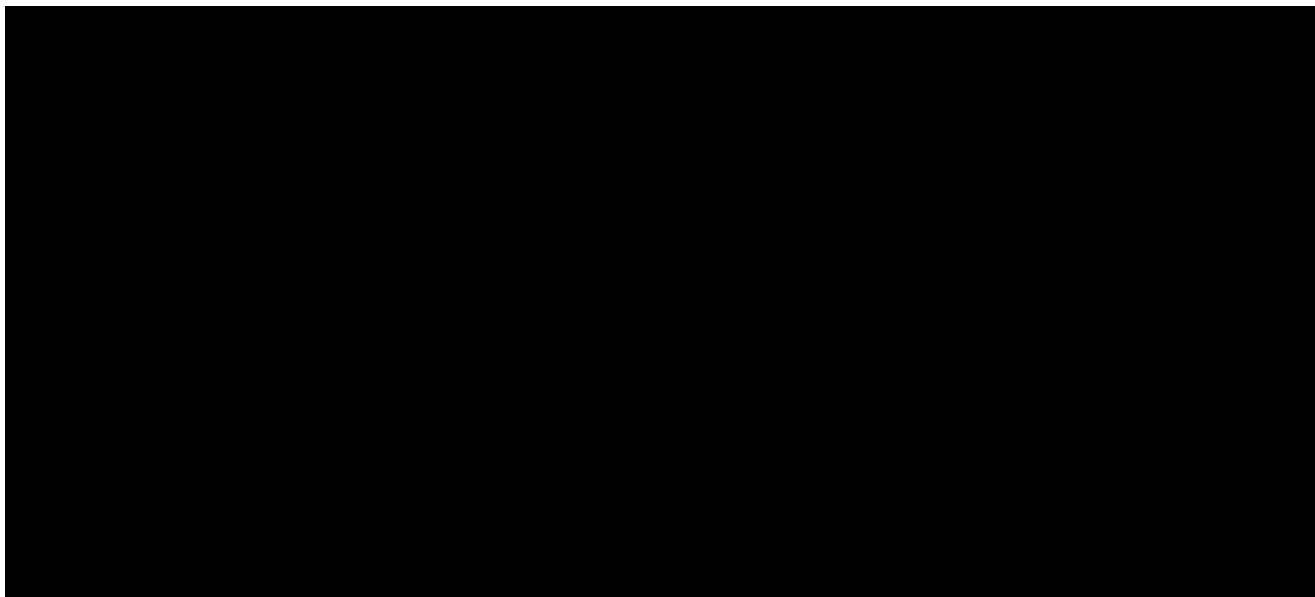
- Specific Change in Law

## **REIMBURSABLE EXPENSES**

Please refer to the expenses policy as set out in the Buyer's Needs.

## PAYMENT METHOD

### BACS



## BUYER'S ENVIRONMENTAL POLICY

Where applicable, the Supplier shall comply with the environmental requirements set out in Annex 1 (Environmental Requirements) to Schedule 2.3 (Standards) of the "Model Services Contract Combined Schedules v1.09 (England & Wales)", as published by the Cabinet Office

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/900520/MSC-Schedules-v1.09-England-Wales.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/900520/MSC-Schedules-v1.09-England-Wales.pdf)

## **BUYER'S SECURITY POLICY**

Manual of Cluster 2 Security Policies version 1.2 dated June 2019  
(a copy of which has been supplied to the Supplier)

National Security Vetting Policy and Guidance  
(a copy of which has been supplied to the Supplier)

The nature of the Buyer's business is such that it conducts additional pre-employment checks (in addition to those specified within the security policies listed above) on those wishing to work within Buyer's premises or be in receipt of, and / or work with, any equipment and / or information assets supplied by the Buyer. The Buyer reserves the right to refuse employment to those persons who fail these additional pre-employment checks.

## **PROGRESS REPORT FREQUENCY**

We propose the following reporting mechanisms:

The first, a Tactical Weekly Report (TWR) to summarise all information with a clear focus on being an executive level summary, then provided to the Principal QAT Delivery Owner prior to presentation to the HO QAT SMT.

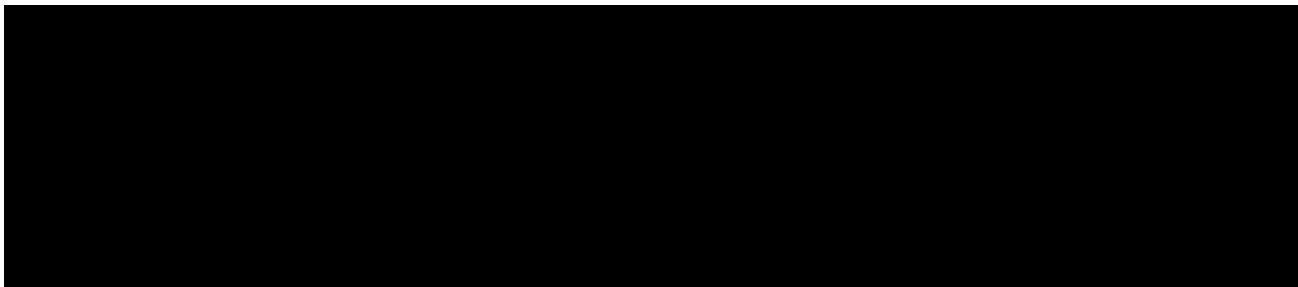
The second reporting mechanism will involve the production and delivery of a reporting dashboard, sent to the Principal QAT Delivery Owner on a monthly basis. This should focus on strategic delivery e.g. finances, resourcing, internal initiatives (for example graduate recruitment, Civil Servant mentoring and upskilling) as well as risks and issues. Following this report being issued, the Supplier will have a scheduled meeting with the Principal QAT Delivery Owner to discuss the report and provide clarification where necessary.

We also propose the introduction of a Risk Register, maintained by the Supplier, focusing specifically on the QAT service that the Supplier provides.

The specific contents and timings of the proposed reports are to be defined, discussed, and agreed with the Principal QAT Delivery Owner(s) within the first month of contract award.

## **PROGRESS MEETING FREQUENCY**

At least every 6 months



## **KEY SUBCONTRACTOR(S)**

Not Applicable

## **COMMERCIALLY SENSITIVE INFORMATION**

Pricing, commercial, and operational information of the Supplier submitted in the Order Tender.

## **ADDITIONAL INSURANCES**

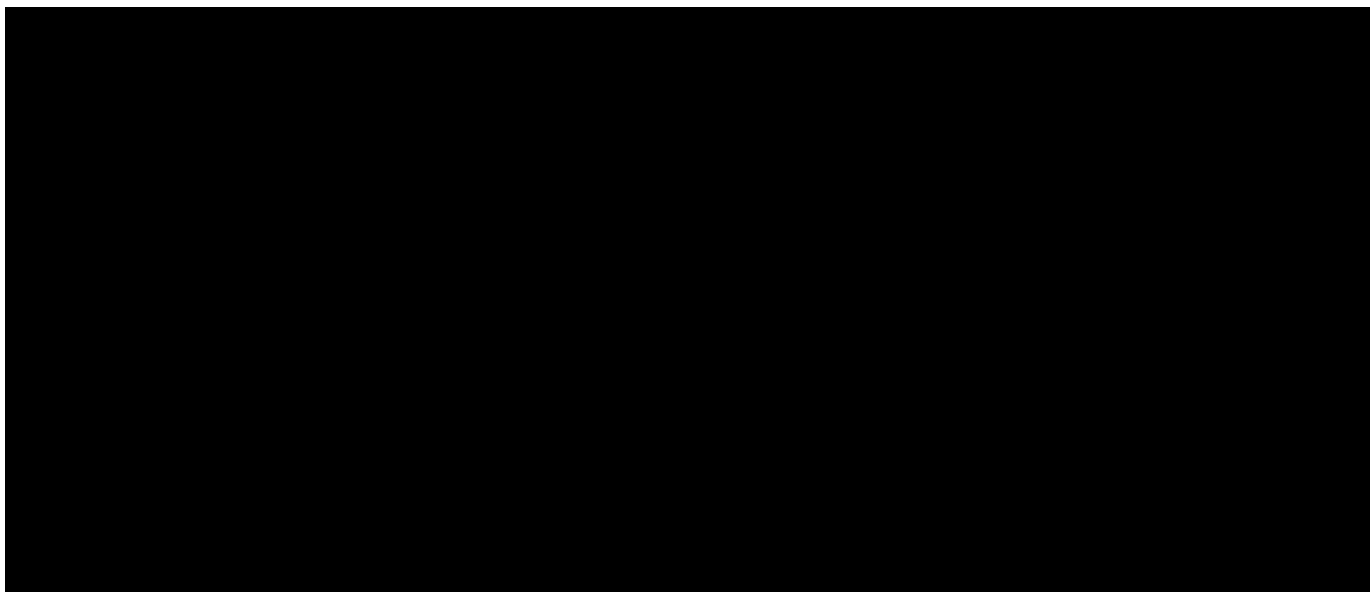
Not applicable.

## **GUARANTEE**

Not applicable.

## **SOCIAL VALUE COMMITMENT**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender).



**DPS Schedule 6 (Order Form Template and Order Schedules)**

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## Annex 1 (Schedule Refinements)

The Buyer's specific refinements to the Schedules are specified in the following table:

Schedule	Schedule applicable to the Order Contract?	Comments															
Order Schedule 1 (Transparency Reports)	No																
Order Schedule 2 (Staff Transfer)	Yes	Only the following parts apply to the Order Contract: Part C (No Staff Transfer on the Start Date); Part D (where applicable) and Part E (Staff Transfer on Exit).															
Order Schedule 4 (Order Tender)	Yes	The Order Tender reference QAT064 dated December 2022 applies to the Order Contract.															
Order Schedule 5 (Pricing Details)	No	The Charges set out within the Order Form apply to the Order Contract.															
Order Schedule 6 (ICT Services)	Yes	Paragraphs 6.1, 6.2 and 6.3 (Quality Plans) do not apply to the Order Contract.															
Order Schedule 7 (Key Supplier Staff)	Yes	<p>The number of months' notice applicable to paragraph 1.5.3 is one month.</p> <p>The Key Roles applicable to Annex 1 are [to be inserted]:</p> <table border="1"> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> <tr> <td></td><td></td><td></td></tr> </table>															
Order Schedule 8 (Business Continuity and Disaster Recovery)	No																

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Order Schedule 9 (Security)	Yes	<p>Part A (Short Form Security Requirements) applies to the Order Contract.</p> <p>Part B (Long Form Security Requirements) does not apply to the Order Contract.</p> <p>Addressing Part A, paragraph 2.2, the Buyer confirms that the Supplier shall comply with the requirements in respect of the Security Management Plan and the Supplier shall comply with the Security Policy. The Supplier shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.</p>
Order Schedule 10 (Exit Management)	Yes	
Order Schedule 13 (Implementation Plan and Testing)	Yes	<p>The number of days' notice applicable to Part A, paragraph 1.1 is 21 days.</p> <p>Part A, paragraph 4 (Delay Payments) does not apply to the Order Contract.</p> <p>Part B (Testing) does not apply to the Order Contract.</p>
Order Schedule 14 (Service Levels)	No	
Order Schedule 15 (Order Contract Management)	Yes	Paragraph 5 (Role of the Operational Board) does not apply to the Order Contract.
Order Schedule 17 (MOD Terms)	No	
Order Schedule 18 (Background Checks)	Yes	
Order Schedule 19 (Scottish Law)	No	
Order Schedule 20 (Order Specification)	Yes	The specification applicable to the Deliverables is provided at QAT064 Home Office DDaT – Home Office Augmentation Services, dated December 2022
Order Schedule 21 (Northern Ireland Law)	No	
Order Schedule 22 (Secret Matters)	No	
Order Schedule 23 (Collaboration Agreement)	No	

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Joint Schedule 1 (Definitions)	Yes	
Joint Schedule 2 (Variation Form)	Yes	
Joint Schedule 3 (Insurance Requirements)	Yes	
Joint Schedule 4 (Commercially Sensitive Information)	Yes	
Joint Schedule 5 (Corporate Social Responsibility)	Yes	<p>In addition to the existing obligations set out within DPS Joint Schedule 5 (Corporate Social Responsibility), the Supplier shall comply with the following Social Value obligations:</p> <ul style="list-style-type: none"><li>○ The Supplier shall comply with the provisions of the Social Value Legislation in providing the Services, including social and wider economic impacts.</li><li>○ The Supplier shall develop and invest in skills development and apprenticeships to build a more skilled and productive workforce and reduce the risks of supply constraints and increased labour cost inflations.</li><li>○ The Supplier shall develop a supply chain management tracking system to ensure performance of the Contract, including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries).</li><li>○ The Supplier shall develop and implement initiatives to support staff wellbeing, including physical and mental health.</li></ul> <p>In addition to reporting the Supplier's performance against the Buyer's Needs, the Progress Reports and Progress Meetings shall include the Supplier's progress against meeting the provisions of DPS Joint Schedule 5 (Corporate Social Responsibility).</p>
Joint Schedule 6 (Key Subcontractors)	Yes	
Joint Schedule 7 (Financial Difficulties)	Yes	
Joint Schedule 8 (Guarantee)	No	
Joint Schedule 9 (Minimum Standards of Reliability)	Yes	
Joint Schedule 10	Yes	



**DPS Schedule 6 (Order Form Template and Order Schedules)**

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(Rectification Plan)		
Joint Schedule 11 (Processing Data)	Yes	<p>Annex 1 is populated with the following:</p> <p>[REDACTED]</p> <p>1.2. The contact details for the Supplier's Data Protection Officer are: Stephen Turnock Email: sturnock@lainternational.com</p> <p>The template at Annex 1 is populated in accordance with the table set out below.</p>

**Joint Schedule 11 (Processing Data)**

The table at Annex 1 is populated as follows:

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor.</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 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:</p> <p>The Buyer Personal Data including (but not limited to):</p> <ul style="list-style-type: none"><li>• Authorised users' name, work phone number and work email addresses, in a user table that is maintained persistently and backed up regularly</li><li>• Full Name, DOB, NINO, Passport, Current and previous addresses held on file and backed up regularly</li><li>• Employment history held on file and backed up regularly</li></ul>
Duration of the processing	<p>The duration of the processing will be: until the earliest of (i) expiry/termination of the Call-Off Contract or (ii) the date upon which processing is no longer necessary for the purposes of either party performing its obligations under the Call-Off Contract (to the extent applicable).</p>
Nature and purposes of the processing	<p>The processing will comprise: The nature and the purpose of the processing, meaning any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission,</p>

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	dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc, is to provide services to the user. These services consist of, but not exhaustively, account creation, authentication & authorization, content improvement, etc.
Type of Personal Data	<p>The Buyer Personal Data includes (but is not limited to):</p> <ul style="list-style-type: none"><li>• Authorised users' name, work phone number and work email addresses</li><li>• Full Name, DOB, NINO, Passport, Current and previous addresses</li><li>• Employment history</li></ul> <p>All maintained persistently and backed up regularly.</p>
Categories of Data Subject	Buyer's personnel and Buyer's staff.
Plan for return and destruction of the data once the processing is complete UNLESS there is a requirement under union or member state law to preserve that type of data	As soon as reasonably practicable following termination or expiry of the Call-Off Contract.

Annex 2 – Statement of Work Example:

## SCHEDULE 6 – STATEMENT OF WORKS (QATxxx SoW-xxx)

### Background

The purpose of this Statement of Work (SoW) is for the provision of a QA & Testing service to cover a work package of requirements which have arisen to support xxx

Projects currently in scope include:

### Overview

<b>SoW start date:</b>	xx/xx/xx
<b>SoW Reference:</b>	QAT0xx-xxx
<b>Buyer:</b>	Secretary of State for the Home Department
<b>Supplier:</b>	
<b>Sub-Contractors:</b>	None
<b>Overall Estimated Service Completion Date:</b>	Xx/xx/xx
<b>Duration of SoW</b>	x months
<b>Charging Mechanism(s) for this SoW:</b>	Capped Time and Materials
<b>Location of work</b>	Remote with attendance onsite in HO offices, as required

## Statement of Work Management

The Statement of Work Manager, responsible for the services, will ensure that the supplier services team members for the whole Statement of Work are clearly identified and responsible for all communications to the Buyer. The Supplier, at its discretion, may substitute or replace the Supplier services team members during the term of the Statement of Work. The Supplier will ensure that any substitutes are adequately experienced, skilled and qualified to take responsibility for Service Delivery. The Buyer acknowledges that the Supplier shall have full responsibility for the day-to-day control of all the Supplier services team members provided by the Supplier under this Statement of Work and that such 'day-to-day control' responsibilities shall include the Supplier:

1. Controlling specific tasks / deliverables of the Supplier's personnel, and any required timescales for completing such tasks/deliverables; and
2. determining the location where each delivery team member is required to work, day-to-day.

Furthermore, the Buyer agrees that all engagement in relation to any specific tasks and/or the overall delivery, progress or performance of Services under this Statement of Work shall be between the Buyer's Principal Delivery Owner and the Supplier's Service Lead, and the Buyer shall not:

- a. Request any of the Supplier's personnel to move to a different task under this Work Package; or
- b. Request specific progress reports from such personnel; or
- c. Provide direction, control or supervision of the supplier's personnel.

## Services

The Deliverables, dates and outcomes in the Service (Statement of Work) and milestone table may vary in accordance with the Buyer's delivery plans as agreed between the Parties and will be subject to the decisions made by and dependencies on the Buyer to progress the Services. Therefore, any dates and outcomes referenced in the Service (Statement of Work) and milestone table are for guidance.

The Deliverables and resulting outcomes and progress will be closely monitored via Buyer and Supplier review meetings (held at least monthly), during which the Parties may agree a change in Deliverables and outcomes for the next review period in line with the next milestones. The Parties shall review the Services and Charges in good faith to reflect any changes to the scope or cost of the Services that result from delays or material adjustments.

## Contract Operation

In response to the changes to the Off-Payroll Working rules (IR35 Legislation) ([gov.uk guidance](https://www.gov.uk/guidance)) and ongoing compliance guidance from HMRC, the Buyer shall undertake an IR35 determination in respect of each Statement of Work called off from the Order Contract, on a case-by-case basis, by reviewing the Statement of Work and associated working practices, to assess whether the construct of the work delivered under the Statement of Work is genuinely one of a true contracted-out service or more of one of a supply of resource as Labour.

Where the Buyer concludes that, on balance, a Statement of Work agreed under the Order Contract is one where a consideration of IR35 does not exist, the following shall apply to the Statement of Work:

### **Contract Operation**

- This Statement of Work is a Contract for Services, with outcomes and deliverables as detailed below, and will be operated as follows:

- Supplier Staff will be under the day-to-day direction and control of the Supplier, not the Buyer, and will therefore operate independently of the Buyer's delivery governance bodies.
- Supplier Staff will not have any management or supervisory responsibilities over the Buyer staff, or any other Supplier's staff, save for their own staff deployed in satisfaction of this Statement of Work.
- Any quality and non-delivery issues will be raised by the Buyer with the Supplier's authorised representative and not the individual Supplier Staff.
- The Supplier will be held accountable by the Buyer for non-delivery of the Services, not the individual Supplier Staff.
- The Supplier is able to replace or substitute individual Supplier Staff to undertake the Services at its discretion within this Statement of Work, so long as they have the requisite security clearance or attain the requisite security clearance with the sponsorship of the Buyer where this is in excess of BPSS. It is for the Supplier to ensure any such substitute Supplier Staff deployed are suitably qualified, experienced and skilled.
- Changes in scope, Deliverables, acceptance criteria and milestone/delivery dates will be managed by means of an impact assessment that will lead to a Variation where such changes are required.
- This Statement of Work will not be used to fill roles that already exist in the Department.
- The Statement of Work is to be used solely to deliver the services prescribed as laid out in the Requirements / Service Description, it shall not be used to satisfy other requirements outside of these services.

Where the Buyer concludes that, on balance, a Statement of Work agreed under the Order Contract is one where a consideration of IR35 exists (and therefore represents a significant risk to the Buyer in relation to our exposure to potential fines and penalties being imposed on the Buyer by HMRC for non-compliance), the Buyer shall seek to understand whether the resources deployed by the Supplier in satisfaction of the Statement of Work constitute a risk in terms of their employment status for tax purposes. In such circumstances, the Supplier shall be required to formally provide a declaration as to the employment status for Tax for all personnel the Supplier have deployed or will deploy to deliver the contracted services by signing and returning a "Declaration of Employment Status for Tax" (as attached at Annex \*\*).

The Rate Card shall not be subject to change as a result of the Buyer's IR35 determinations.

## Service Description

The Deliverables in this Service Description may vary in accordance with the Buyer's Delivery plans as agreed between the Parties and any dates and outcomes referenced are for guidance. The QAT Engineering Services to be provided by the supplier under this Statement of Work relate to the following activities (as per Buyer's Needs document):

- **Quality & Assurance:** to assure unit and component testing including, but not limited to, advice on best practice, coverage levels, reporting and tooling.
- **Test Engineering and Automation:** to develop or enhance and implement test automation models to support cost effective continuous release methods within agile / DevOps environments. Areas of testing to be covered include:
  - **Contract testing:** automated Application Programming Interfaces (API) tests to ensure the component under test confirms to service definitions.
  - **Component integration testing:** automated tests to test the integration between two components.
  - **System Testing:** automated testing within Sprints to test the story in full, likely based on Behaviour Driven Development scenarios.
  - **System Integration testing:** tests features end to end across functionality, including automated regression test capability.
  - **Security testing:** automated security tests in order to find issues prior to health checks. Help define and implement Security standards set by the client.
  - **Non-Functional Test Automation:** automated non-functional testing to find issues relating prior to acceptance into live.
  - **Exploratory testing:** manual tests to be targeted around complex areas of functionality (APIs) and business-critical areas. Outputs to feed into Artificial Intelligence (AI) based machine learning functions that can better advise risk areas and target regression tests.

The interfaces between the Buyer and the Supplier in delivering these services is described at Annex "A".

## Milestones and Associated Deliverables

The Supplier is responsible for providing the following Services and Deliverables:

1. Programme Delivery across all projects

Milestone	Deliverable	Description	Milestone Date by
1a	<b>Delivery Plan</b>	<b>Itemised Delivery Plan Covering all projects</b> <ul style="list-style-type: none"> <li>i. Detailed delivery plan to be reviewed and accepted by the Buyer Principal QAT Delivery</li> <li>ii. Owner to be delivered within 10 working days from the start of the contract</li> </ul> <b>No specific, additional Charge is associated</b>	Xx/xx/xx
1b	<b>Risk Management</b>	<b>Risk Management</b> Ongoing risk mitigation and management of QAT delivery. Reports signed off by the Buyer QAT Principal Delivery Owner. <b>No specific, additional Charge associated</b>	Xx/xx/xx
1c	<b>Highlight Report</b>	<b>Weekly highlight reporting</b> Weekly highlight report issued to the Principle QAT Delivery owner to support the production of cross delivery reporting. <b>No specific, additional Charge associated</b>	Xx/xx/xx
1d	<b>Non-Functional Assessments</b>	<b>Non-Functional Assessments</b> <ul style="list-style-type: none"> <li>i. Operational Acceptance Test assessments and recommendations across PPPT.</li> <li>ii. Non-functional requirement assessment and best practice.</li> </ul> Projects initial in scope to include x Reports signed off by Product Owner/Project Manager. <b>Estimated Charge for Milestone 1d is £xxxx (excluding VAT)</b>	Xx/xx/xx
1e	<b>Service Delivery Reports</b>	<b>Monthly Service Reporting</b> <ul style="list-style-type: none"> <li>i. Delivery of monthly service report tracking progress against SOW.</li> <li>ii. To be presented to and approved by the Principle QAT Delivery Owner for approval.</li> </ul> <b>No specific, additional Charge associated</b>	Monthly

## Payment Mechanism

The **MAXIMUM CONTRACT CHARGE** for this SoW is [capped] at: £\*\*\*\*\* (excluding VAT). The charging mechanism for this SoW is [either Firm Price, Capped Time and Materials, Time and Materials or a combination of some or all].

The following pricing structure shall apply:

{to insert}



## **Expenses**

The Buyer:

- i. Will not reimburse the cost of travel to any base location. No expenses will be payable for travel to and from locations within the boundary of the M25. Expenses for travel costs to other sites that exceed the normal cost of travelling within the boundary of the M25 will be reimbursed subject to approvals and in accordance with the Buyers travel policy;
- ii. Will need to be authorised in advance with the Buyer; and
- iii. Will be charged in accordance with the Buyer's expense policy

## **Variation**

The SoW will be subject to the Variation Procedure. Any material requirement to change to the SoW involving the:

- i. Scope
- ii. Deliverables
- iii. Delivery Milestones
- iv. Timescales
- v. Pricing, Charges, or the basis on which costs are derived, e.g., Rate Card rates or the number of T&M days.
- vi. Delivery/Operating model

will trigger the need for such Variation. This list is not exhaustive. The Supplier should not undertake work on such changes until they have been formally agreed and accepted and signed by the Parties.

## **Additional Requirements**

- I. Security requirements. All Supplier Staff deployed will require SC level clearance at a minimum.
- ii. Christmas Shutdown. Where this SoW covers the period 17<sup>th</sup> December to the 1<sup>st</sup> January, services will be subject to any Buyer DDaT wide service shutdown over the holiday period. Any exceptions will require the explicit authorisation from the Buyer Principal QAT Delivery Owner.

## Agreement of SoW:

By signing this SoW, the Parties agree to be bound by the Order Contract terms and conditions set out therein:

### SIGNED:

	Supplier:	HO DDaT Buyer	HO Commercial
Name:			
Title:			
Signed:			
Date:			

## Annex A - DDaT QAT Managed Services – Interfaces and hand offs

Home Office (HO)  
Supplier (S)

