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## **Digital Outcomes and Specialists 5 (RM1043.7)**

### **Framework Schedule 6 (Order Form)**

Version 2

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

### **Order Form**

Call-Off Reference: 19196

Call-Off Title: Service Designer - 2

Call-Off Contract Description: The service designer will support activity in the Shared Channels Experience category of DWP Digital.

The Buyer: Department for Work & Pensions

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

The Supplier: Layer 7 IT Security

Supplier Address: Arch Workspace, Lintonville Parkway, Northumberland, NE63 9JZ

Registration Number: 07318529

DUNS Number: 216813544

SID4GOV ID: [Insert if known]

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

### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 22<sup>nd</sup> February 2023.

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

### **Call-Off Lot**

Lot 2 Individual Specialists

### **Call-Off Incorporated Terms**

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.7
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) RM1043.7

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- Call-Off Schedules for RM1043.7
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
  - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-Off Schedule 26 (Cyber Essentials Scheme)

5 CCS Core Terms (version 3.0.9)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

7 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

**Call-Off Special Terms**

The following Special Terms are incorporated into this Call-Off Contract:

None

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Call-Off Start Date: 20<sup>th</sup> March 2023

Call-Off Expiry Date: 19<sup>th</sup> March 2024

Call-Off Initial Period: 12 Months

Call-Off Optional Extension Period: N/A

Minimum Notice Period for Extensions: N/A

Call-Off Contract Value: £212,520 Inclusive of VAT £177,100 Exclusive of VAT

#### **Call-Off Deliverables**

<b>Name of deliverable</b>	<b>Location</b>	<b>Number of days</b>	<b>Day rate</b>	<b>Total</b>
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

#### **Buyer's Standards**

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

#### **Cyber Essentials Scheme**

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Certificate OR Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

#### **Maximum Liability**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £177,100.00 exclusive of VAT.

#### **Call-Off Charges**

Time and Materials (T&M)

#### **Reimbursable Expenses**

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

#### **Payment Method**

BACS - The Supplier will issue electronic invoices **monthly** in arrears. The Buyer will pay the Supplier within **30** days of receipt of a valid invoice.

#### **Buyer's Invoice Address**

[Redacted]

[Redacted]

#### **Buyer's Authorised Representative**

[Redacted]

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

## Buyer's Environmental Policy



DWP Estates  
Environmental Comm

## Buyer's Security Policy

[DWP procurement: security policies and standards - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/dwp-procurement-security-policies-and-standards)

## Supplier's Authorised Representative

[Redacted]

Arch Workspace

Lintonville Parkway

Northumberland

NE63 9JZ

## Supplier's Contract Manager

[Redacted]

Arch Workspace

Lintonville Parkway

Northumberland

NE63 9JZ

## Key Staff

[Redacted]

Worker Engagement Route is inside of IR35

## Key Subcontractor(s)

Not applicable

## Commercially Sensitive Information

Not applicable

## Additional Insurances

Not applicable

## Guarantee

Not applicable

## Statement of Works

Name of deliverable	Location	Number of days	Day rate	Total
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Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
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During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

**For and on behalf of the Supplier:**

[Redacted]

**Date: 27/02/2023**

**For and on behalf of the Buyer:**

[Redacted]

Date: 23/03/2023

## **Appendix 1**

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).



## **Annex 1 (Template Statement of Work)**

### **1 Statement of Works (SOW) Details**

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

**Date of SOW: 6<sup>th</sup> March 2023**

**SOW Title: Service Designer 2**

**SOW Reference: SOW001**

**Call-Off Contract Reference: 25442**

**Buyer: The Department of Work & Pensions**

**Supplier: Layer 7 IT Security**

**SOW Start Date: 6<sup>th</sup> March 2023**

**SOW End Date: 5<sup>th</sup> March 2024**

**Duration of SOW: 12 Months**

**Key Personnel (Buyer): [Redacted]**

**Key Personnel (Supplier):**

**Subcontractors:** Not applicable

## 2 Call-Off Contract Specification – Deliverables Context

Name of deliverable	Location	Number of days	Day rate	Total
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

### Security Applicable to SOW:

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

### Cyber Essentials Scheme:

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

### Additional Requirements:

**Annex 1** – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

### Key Supplier Staff:

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)
[Redacted]	[Redacted]	[Redacted]	[Redacted]

Worker Engagement Route is inside of IR35

The supplier must confirm in writing prior to the commencement of each statement of work that the resources deployed to deliver the services are employees (with PAYE tax and NI deducted at source).



IR35.pdf

## 3 Charges

### Call Off Contract Charges:

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

- Time and Materials

**Rate Cards Applicable:**

Name of deliverable	Location	Number of days	Day rate	Total
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]

**Reimbursable Expenses:**

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

#### 4 Signatures and Approvals

**Agreement of this SOW**

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

**For and on behalf of the Supplier**

[Redacted]

Arch Workspace

Lintonville Parkway

Northumberland

NE63 9JZ

[Redacted]

**For and on behalf of the Buyer**

[Redacted]

Date: 23/03/2023

[Redacted]

## Annex 1

### Data Processing

**NOT APPLICABLE. There is no access to personal data as part of this contract.**

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"><li>• [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</li></ul> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"><li>• [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</li></ul> <p><b>The Parties are Joint Controllers</b></p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"><li>• [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</li></ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"><li>• Business contact details of Supplier Personnel for which the Supplier is the Controller,</li><li>• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which</li></ul>

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	<p>the Relevant Authority is the Controller,</p> <ul style="list-style-type: none"> <li>• <b>[Insert</b> the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</li> </ul> <p><b>[Guidance</b> where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	<p>[Be as specific as possible, but make sure that you cover all intended purposes.</p> <p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</p>
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	[Describe how long the data will be retained for, how it be returned or destroyed]