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

## Order Form

CALL-OFF REFERENCE: ecm\_10423

CALL-OFF TITLE: Shared Channels Experience Digital Assisted Services

CALL-OFF CONTRACT DESCRIPTION: Provision of Augmented Resources to support the DWP Shared Channels Digital Assisted Services Project

THE BUYER: The Department of Work & Pensions

BUYER ADDRESS Caxton House, Tothill Street, London, SW1H 9NA

THE SUPPLIER: Tata Consultancy Services Limited

SUPPLIER ADDRESS: 18 Grosvenor Place, London, SW1X 7HS

REGISTRATION NUMBER: UK branch registration number BR007627

DUNS NUMBER: 234017981 (UK Branch Office)

SID4GOV ID: N/A

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 9th September 2022 date of issue.

It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes Deliverables.

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

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further

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Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules).

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

**CALL-OFF LOT(S):**

Lot 2 – Digital 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) RM6263
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

- Joint Schedules for RM6263
  - Joint Schedule 2 (Variation Form)
  - Joint Schedule 3 (Insurance Requirements)
  - Joint Schedule 4 (Commercially Sensitive Information)
  - Joint Schedule 6 **Not applicable**
  - Joint Schedule 7 **Not applicable**
  - Joint Schedule 8 **Not applicable**
  - Joint Schedule 10 (Rectification Plan)
  - Joint Schedule 11 (Processing Data)
  - Joint Schedule 12 (Supply Chain Visibility)
  - Joint Schedule 13 (Cyber Essentials)
- Call-Off Schedules for RM6263
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 **Not applicable**
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
  - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliveries) g
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - Call-Off Schedule 9 (Security- Short Form)
  - Call-Off Schedule 10 (Exit Management)
  - Call – Off Schedule 12 **Not applicable**
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 14A **Not applicable**

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- Call-Off Schedule 14B Service Levels and Balanced Scorecard
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 16 **Not applicable**
  - Call -Off Schedule 17 **Not applicable**
  - Call-Off Schedule 18 (Background Checks)
  - Call-Off Schedule 19 **Not applicable**
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-Off Schedule 21 **Not applicable**
  - Call-Off Schedule 23 **Not applicable**
  - Call-Off Schedule 25 **Not applicable**
  - Call-Off Schedule 26 **Not applicable**
5. CCS Core Terms (version 3.0.11)
  6. Joint Schedule 5 (Corporate Social Responsibility) RM6263
  7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

### **CALL-OFF SPECIAL TERMS**

The following special terms are incorporated into this Call-Off Contract:

Call-Off Special Term 1	<p>Framework Special Term 1 – Clause 10.2.2 (Ending the Contract without a reason) is amended as follows:</p> <p>“Each Buyer has the right to terminate their Call-Off Contract or any Statement of Work at any time without reason by giving the Supplier not less than:</p> <p>(a) <del>45</del> <u>30</u> days for a Statement of Work; or</p> <p>(b) 30 days for the Call-Off Contract,</p> <p>written notice and if it’s terminated Clause 10.6 shall apply. Without prejudice to Clause 10.2.3, the Buyer shall have no liability in respect of any costs incurred by the Supplier arising from such termination.”</p>
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CALL-OFF START DATE: 12th September 2022

CALL-OFF EXPIRY DATE: 11th September 2023

CALL-OFF INITIAL PERIOD: 12 Months

CALL-OFF OPTIONAL

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EXTENSION PERIOD: 12 Weeks

MINIMUM NOTICE PERIOD  
FOR EXTENSION(S): 30 DaysCALL-OFF CONTRACT VALUE: Initial Contract term £2,077,534.80  
Inclusive of VAT.  
Optional 25% Extension an Uplift of  
£519,383.70 Inclusive of VAT'

KEY SUB-CONTRACT PRICE: N/A

**CALL-OFF DELIVERABLES**

Deliverable	No of Days	Day Rate	Location
Delivery Manager - SFIA Level 5	252	[REDACTED]	Newcastle
Delivery Manager - SFIA Level 5	252	[REDACTED]	Newcastle
Full Stack Developer - SFIA Level 5	252	[REDACTED]	Newcastle
Full Stack Developer - SFIA Level 5	252	[REDACTED]	Newcastle
Lead Infrastructure Engineer - SFIA Level 5	252	[REDACTED]	Newcastle
Lead Infrastructure Engineer - SFIA Level 5	252	[REDACTED]	Newcastle
Lead Software Developer - SFIA Level 5	252	[REDACTED]	Newcastle
Senior Software Developer - SFIA Level 4	252	[REDACTED]	Newcastle
Senior Frontend Developer - SFIA Level 5	252	[REDACTED]	Newcastle
Senior Frontend Developer - SFIA Level 5	252	[REDACTED]	Newcastle
Technical Business Analyst - SFIA Level 5	252	[REDACTED]	Newcastle
Business Analyst - SFIA Level 4	252	[REDACTED]	Newcastle

**BUYER'S STANDARDS**

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

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## **CYBER ESSENTIALS SCHEME**

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

## **MAXIMUM LIABILITY**

1. The limitation of liability for this Call-Off Contract is as stated in Clause 11.2 of the Core Terms, which is amended to read as follows for the purposes of this Call-Off Contract:

“Each Party’s total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the lesser of; £5 million or 150% of the Estimated Yearly Charges.”

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£2,077,534.80 Inclusive of VAT** Estimated Charges in the first 12 Months of the Contract. **£2,077,534.80 Inclusive of VAT. Optional 25% Uplift and extension £519,383.70 Inclusive of VAT**

2. Clause 11.6 of the Core Terms is amended to read as follows for the purposes of this Call-Off Contract:

“In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier’s aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the lower of Data Protection Liability Cap or 125% of the of the Estimated Yearly Charges..”

## **CALL-OFF CHARGES**

Summarised Charging method(s) Buyer has selected below and which are incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy):

- (1) Capped Time and Materials (CTM);
- (2) Incremental Fixed Price;
- (3) Time and Materials (T&M);
- (4) Fixed Price; or
- (5) A combination of two or more of the above Charging methods.

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

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

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**REIMBURSABLE EXPENSES**

DWP Expense Policy



DWP Supplier Travel  
Policy - Apr 2022.pdf

**PAYMENT METHOD**

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

**BUYER'S INVOICE ADDRESS:**

Invoices will be sent to:

DWP  
PO BOX 406  
SSCL, Phoenix House  
Celtic Springs Business Park  
Newport  
NP10 8FZ  
Email: APinvoices-DWP-U@ssclgse.gov.uk

**BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
Commercial Lead

[REDACTED]  
Caxton House, 1 Tothill Street, London, SW1H 9NA

**BUYER'S ENVIRONMENTAL POLICY**

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

Further information can be found here:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/1054373/Guidance-on-adopting-and-applying-PPN-06\\_21--Selection-Criteria-Jan22\\_1.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1054373/Guidance-on-adopting-and-applying-PPN-06_21--Selection-Criteria-Jan22_1.pdf)

**BUYER'S SECURITY POLICY**

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]  
Client Partner

[REDACTED]  
Northcliffe House 5th Floor, London, 2 Derry Street, W8 5TT

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**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]  
Commercial Manager

[REDACTED]

[REDACTED]

Northcliffe House 5th Floor, London, 2 Derry Street, W8 5TT

**PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar month

**PROGRESS MEETING FREQUENCY**

Quarterly on the first Working Day of each quarter

**KEY STAFF**

[REDACTED]

Delivery Manager

[REDACTED]

Northcliffe House 5th Floor, London, 2 Derry Street, W8 5TT

Permanent Employee

**KEY SUBCONTRACTOR(S)**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

See Joint Schedule 4 (Commercially Sensitive Information).

**(1) BALANCED SCORECARD**

Please refer to Call-Off Schedule 14B Service Levels and Balanced Scorecard

**(2) [SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

The supplier will: -

1. Demonstrate action to support the health and wellbeing, including physical and mental health, in the contract workforce.
2. Demonstrate action to identify and manage the risks of modern slavery in the delivery of the contract.

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**STATEMENT OF WORKS**

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

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Head UK and Ireland	Role:	
Date:	21 September 2022	Date:	

## Appendix 1

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

## Statement of Work

### 1. STATEMENT OF WORK ("SOW") DETAILS

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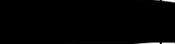
<p>Upon execution, this SOW forms part of the Call-Off Contract (reference below).</p> <p>The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.</p> <p>All SOWs must fall within the Specification and provisions of the Call-Off Contract.</p> <p>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.</p>	
<b>Date of SOW:</b>	31 <sup>st</sup> August 2022
<b>SOW Title:</b>	Shared Channels Experience Digital Assisted Service
<b>SOW Reference:</b>	001
<b>Call-Off Contract Reference:</b>	ECM_10423
<b>Buyer:</b>	The Department for Work & Pensions
<b>Supplier:</b>	Tata Consultancy Services Limited
<b>SOW Start Date:</b>	12 <sup>th</sup> September 2022
<b>SOW End Date:</b>	11 <sup>th</sup> September 2023
<b>Duration of SOW:</b>	12 Months with an optional 25% extension
<b>Key Personnel (Buyer)</b>	
<b>Key Personnel (Supplier)</b>	
<b>Subcontractors</b>	Not applicable

<b>2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT</b>	
<b>SOW Deliverables Background</b>	<i>The Department for Work &amp; Pensions require a number of augmented resources to support in the delivery of the Digital Assisted Services Project</i>

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<b>Delivery phase(s)</b>	<i>Phase 1</i>
<b>Overview of Requirement</b>	<i>The requirement is for a team of augmented resources to form a rainbow team alongside DWP Personnel.</i>
<b>Accountability Models</b>	<p><i>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</i></p> <p><i>Sole Responsibility:</i> <input type="checkbox"/></p> <p><i>Self Directed Team:</i> <input type="checkbox"/></p> <p><i>Rainbow Team:</i> <input type="checkbox"/></p>

### 3. BUYER REQUIREMENTS – SOW DELIVERABLES

<b>Outcome Description</b>	<b>Resource Type</b>	<b>Security Level</b>	<b>Location</b>	<b>Start Date</b>	<b>End Date</b>	<b>Day rate (£)</b>	<b>Total (£)</b>
	<i>Delivery Manager - SFIA 5</i>	<i>BPSS</i>	<i>Newcastle</i>	<i>12.09.22</i>	<i>11.09.2023</i>		
	<i>Delivery Manager – SFIA 5</i>	<i>BPSS</i>	<i>Newcastle</i>	<i>12.09.22</i>	<i>11.09.2023</i>		
	<i>Full Stack Developer – SFIA 5</i>	<i>BPSS</i>	<i>Newcastle</i>	<i>12.09.22</i>	<i>11.09.2023</i>		
	<i>Full Stack Developer – SFIA 5</i>	<i>BPSS</i>	<i>Newcastle</i>	<i>12.09.22</i>	<i>11.09.2023</i>		
	<i>Lead Infrastructure Engineer - SFIA Level 5</i>	<i>BPSS</i>	<i>Newcastle</i>	<i>12.09.22</i>	<i>11.09.2023</i>		
	<i>Lead Infrastructure Engineer – SFIA Level 5</i>	<i>BPSS</i>	<i>Newcastle</i>	<i>12.09.22</i>	<i>11.09.2023</i>		
	<i>Lead Software Developer – SFIA Level 5</i>	<i>BPSS</i>	<i>Newcastle</i>	<i>12.09.22</i>	<i>11.09.2023</i>		
	<i>Senior Software Developer – SFIA Level 4</i>	<i>BPSS</i>	<i>Newcastle</i>	<i>12.09.22</i>	<i>11.09.2023</i>		
	<i>Senior Frontend</i>	<i>BPSS</i>	<i>Newcastle</i>	<i>12.09.22</i>	<i>11.09.2023</i>		

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	Developer – SFIA Level 5						
	Senior Frontend Developer – SFIA Level 5	BPSS	Newcastle	12.09.22	11.09.2023		
	Senior Business Analyst – SFIA Level 5	BPSS	Newcastle	12.09.22	11.09.2023		
	Business Analyst – SFIA Level 4	BPSS	Newcastle	12.09.22	11.09.2023		
						Total EXC VAT	£1,637,669.00
						Total INC VAT	£1,965,203.00
Milestone Ref	Milestone Description	Acceptance Criteria				Due date	
MS01	N/A						
MS02	N/A						
<b>Delivery Plan</b>	The provision of resources is in accordance with Section 3 (Buyer Requirements) of this SOW.						
<b>Dependencies</b>	<p>The Buyer will provide, at no cost to the Supplier, laptops and necessary devices for Supplier staff to perform the Services.</p> <p>The Buyer will provide, at no cost to the Supplier, necessary network access, tooling and software's for Supplier staff to deliver required services.</p> <p>The Buyer will provide, at no cost to the Supplier, the necessary office space, computers and facilities reasonably required for Supplier Personnel to perform the Services on site at Buyer Premises.</p>						
<b>Supplier Resource Plan</b>	The provision of resources is in accordance with Section 3 (Buyer Requirements) of this SOW.						
<b>Security Applicable to SOW:</b>	<p>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).</p> <p>The Supplier agrees to the additional Buyer standard clauses in respect of Security Requirements listed below.</p>						

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**1. Risk Management:**

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

**2. Security Audit and Assurance:**

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

**3. Security Policies and Standards**

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

**4. Security Policies and Standards**

- a. The Buyer's security policies are published on:  
[DWP procurement: security policies and standards - GOV.UK \(www.gov.uk\)](http://www.gov.uk)
- b. The Supplier will be required to comply with:
  - Acceptable Use Policy
  - Information Security Policy
  - Physical Security Policy
  - Information Management Policy
  - Email Policy
  - Remote Working Policy
  - Social Media Policy
  - Security Classification Policy
  - HMG Personnel Security Controls – May 2018

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	(published on <a href="https://www.gov.uk/government/publications/hmg-personnel-security-controls">HMG personnel security controls - GOV.UK (www.gov.uk)</a> )															
<b>Cyber Security Standards</b>	The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme).															
<b>SOW Standards</b>	N/A															
<b>Performance Management</b>	Please refer to Call-Off Schedule 14B Service Levels and Balanced Scorecard Refer Annex A to Part A: Services Levels Table: The supplier will use all reasonable endeavours to meet the KPI's.															
<b>Additional Requirements</b>	<b>Annex 1</b> – 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.															
<b>Key Supplier Staff</b>	<table border="1"> <thead> <tr> <th>Key Role</th> <th>Key Staff</th> <th>Contract Details</th> </tr> </thead> <tbody> <tr> <td>Delivery Manager</td> <td>Sachin Bhavsar</td> <td>Permanent Employee of Supplier</td> </tr> <tr> <td>Delivery Manager</td> <td>Akshay Parekh</td> <td>Permanent Employee of Supplier</td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Key Role	Key Staff	Contract Details	Delivery Manager	Sachin Bhavsar	Permanent Employee of Supplier	Delivery Manager	Akshay Parekh	Permanent Employee of Supplier						
Key Role	Key Staff	Contract Details														
Delivery Manager	Sachin Bhavsar	Permanent Employee of Supplier														
Delivery Manager	Akshay Parekh	Permanent Employee of Supplier														
<b>Worker Engagement Status</b>	<p>Yes</p> <p>The provisions set out in the embedded document below shall apply to this SOW. The Buyer has provided previous written consent via an email dated 14th September 2022, that in accordance with clause 1.3 of the Off Payroll Working Rules, any Contractors deployed by the Supplier to provide services under the Call-Off Contract can be engaged by the Supplier through an Intermediary, that being via any agency or via any Umbrella company. Clause 1.2 of the Off Payroll Working Rules and its repercussions throughout such document will not apply to this Order Form.</p> <p style="text-align: center;">             Worker Engagement Status         </p>															
<b>SOW Reporting Requirements:</b>	Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call-Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:															

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Ref.	Type of Information	Which Service does this apply to?	Required regularity of Submission
<b>1.</b>	<b>[Resource Data for Annual Report &amp; Accounts]</b>		
1.1	<p>To support the Contracting Authority in reporting an accurate position in respect of external resources in its Annual Report and Accounts, the following information is required:</p> <ol style="list-style-type: none"> <li>Supplier Staff Name(s)</li> <li>Start and End date of the Engagement</li> <li>The contracted Day Rate of the Supplier Staff</li> <li>Is (Are) the Supplier Staff on a payroll and are deductions of PAYE and National Insurance made at source? Yes/No</li> <li>If "yes", please provide fee payer details for each of the Supplier Staff (eg, Supplier PAYE, Agent PAYE, Umbrella Company)</li> </ol>	all roles	upon reasonable request from the Buyer

<b>4. CHARGES</b>	
<b>Call Off Contract Charges</b>	<p>The applicable charging method(s) for this SOW is:</p> <ul style="list-style-type: none"> <li>Capped Time and Materials</li> </ul> <p>The estimated maximum value of this SOW (irrespective of the selected charging method) is £2,077,534.80</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p> <p><b>INVOICING:</b> Electronic Invoices (attached to E-Mails) should be sent to:</p> <p><a href="mailto:APinvoices-DWP-U@gov.sscl.com">APinvoices-DWP-U@gov.sscl.com</a></p> <p>Paper invoices should be sent to;</p> <p>SSCL, PO Box 406, Phoenix House, Celtic Springs, Newport NP10 8FZ</p>

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	A copy should also be emailed to <a href="mailto:paul.batey1@dwp.gov.uk">paul.batey1@dwp.gov.uk</a>
<b>Rate Cards Applicable</b>	<i>As per schedules above</i>
<b>Financial Model</b>	N/A
<b>Reimbursable Expenses</b>	<i>Please refer to DWP Expense Policy as embedded in the Order Form</i>

<b>5. SIGNATURES AND APPROVALS</b>	
<b>Agreement of this SOW</b>	
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:	
<b>For and on behalf of the Supplier</b>	Name and title 
	Date
	Signature
<b>For and on behalf of the Buyer</b>	Name and title 
	Date 23 September 2022
	Signature  DocuSigned by: AA143ABF2EC546A...

## Annex 1 (Template Statement of Work)

<b>1. STATEMENT OF WORK (“SOW”) DETAILS</b>
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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.

<b>Date of SOW:</b>	
<b>SOW Title:</b>	
<b>SOW Reference:</b>	
<b>Call-Off Contract Reference:</b>	
<b>Buyer:</b>	
<b>Supplier:</b>	
<b>SOW Start Date:</b>	
<b>SOW End Date:</b>	
<b>Duration of SOW:</b>	
<b>Key Personnel (Buyer)</b>	
<b>Key Personnel (Supplier)</b>	
<b>Subcontractors</b>	

**2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT**

**SOW Deliverables Background**

*[Insert details of which elements of the Deliverables this SOW will address]*

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<b>Delivery phase(s)</b>	<i>[Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live].</i>
<b>Overview of Requirement</b>	<i>[Insert details including Release Types(s), for example, Adhoc, Inception, Calibration or Delivery].</i>
<b>Accountability Models</b>	<p><i>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</i></p> <p><i>Sole Responsibility:</i> <input type="checkbox"/></p> <p><i>Self Directed Team:</i> <input type="checkbox"/></p> <p><i>Rainbow Team:</i> <input type="checkbox"/></p>

<b>3. BUYER REQUIREMENTS – SOW DELIVERABLES</b>			
<b>Outcome Description</b>			
<b>Milestone Ref</b>	<b>Milestone Description</b>	<b>Acceptance Criteria</b>	<b>Due date</b>
MS01			
MS02			
<b>Delivery Plan</b>			
<b>Dependencies</b>			
<b>Supplier Resource Plan</b>			
<b>Security Applicable to SOW:</b>	<p>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).</p>		

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	[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW: <b>[insert if necessary]</b> ]												
<b>Cyber Security Standards</b>	The Buyer requires the Supplier to have and maintain a <b>Cyber Essentials Plus Certificate</b> for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme).												
<b>SOW Standards</b>	<b>Insert</b> any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules))												
<b>Performance Management</b>	<p><b>[Insert</b> details of Material KPIs that have a material impact on Contract performance]</p> <table border="1"> <thead> <tr> <th>Material KPIs</th> <th>Target</th> <th>Measured by</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p><b>[Insert</b> Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]</p>	Material KPIs	Target	Measured by									
Material KPIs	Target	Measured by											
<b>Additional Requirements</b>	<b>Annex 1</b> – 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.												
<b>Key Supplier Staff</b>	<table border="1"> <thead> <tr> <th>Key Role</th> <th>Key Staff</th> <th>Contract Details</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p><b>[Indicate:</b> whether there is any requirement to issue a Status Determination Statement]</p>	Key Role	Key Staff	Contract Details									
Key Role	Key Staff	Contract Details											
<b>Worker Engagement Status</b>	<b>[Yes / No]</b> <b>[Insert</b> details]												
<b>SOW Reporting Requirements:</b>	Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call-Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:												

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Ref.	Type of Information	Which Service does this apply to?	Required regularity of Submission
1.	[Insert]		
1.1	[Insert]	[Insert]	[Insert]

5. CHARGES	
<b>Call Off Contract Charges</b>	<p>The applicable charging method(s) for this SOW is:</p> <ul style="list-style-type: none"> <li>• [Capped Time and Materials]</li> <li>• [Incremental Fixed Price]</li> <li>• [Time and Materials]</li> <li>• [Fixed Price]</li> <li>• [2 or more of the above charging methods]</li> </ul> <p>[Buyer to select as appropriate for this SOW]</p> <p>The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p>
<b>Rate Cards Applicable</b>	[Insert SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]
<b>Financial Model</b>	[Supplier to insert its financial model applicable to this SOW]
<b>Reimbursable Expenses</b>	<p>[See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy) ]</p> <p>[Reimbursable Expenses are capped at [£[Insert] [OR [Insert] percent ([X]%) of the Charges payable under this Statement of Work.]</p> <p>[None]</p> <p>[Buyer to delete as appropriate for this SOW]</p>

6. SIGNATURES AND APPROVALS			
<b>Agreement of this SOW</b>			
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:			
<b>For and on behalf of the Supplier</b>	<table border="1"> <tr> <td>Name and title</td> <td>Amit Kapur Head UK and Ireland</td> </tr> </table>	Name and title	Amit Kapur Head UK and Ireland
Name and title	Amit Kapur Head UK and Ireland		

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	Date	21 September 2022
	Signature	
<b>For and on behalf of the Buyer</b>	Name and title	
	Date	
	Signature	

## ANNEX 1 Data Processing

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:

Description	Details
-------------	---------

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<p>Identity of Controller for each Category of Personal Data</p>	<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>• Citizen details - name, address, NI number etc. Ability to update personal information</li> <li>• Citizen contact history</li> <li>• Past payment information</li> <li>• Future payment information</li> <li>• Access to Proof of benefit (to enable download)</li> <li>• Citizen evidence upload</li> <li>• Online notifications</li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <li>• <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i></li> <li>• <i>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 the Relevant Authority is the Controller,</i></li> </ul>
	<p><i>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</i></p>
<p>Duration of the Processing</p>	<p><i>12<sup>th</sup> September 2022 – 11<sup>th</sup> September 2023</i></p>

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Nature and purposes of the Processing	<p><i>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.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.</i></p>
Type of Personal Data	<ul style="list-style-type: none"> <li>• Citizen details - name, address, NI number etc. Ability to update personal information</li> <li>• Citizen contact history</li> <li>• Past payment information</li> <li>• Future payment information</li> <li>• Access to Proof of benefit (to enable download)</li> <li>• Citizen evidence upload</li> <li>• Online notifications</li> </ul>
Categories of Data Subject	<p><i>Customers/ clients, suppliers, members of the public, users of a particular website etc.</i></p>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p><i>[Describe how long the data will be retained for, how it be returned or destroyed]</i> <i>Data will be accessed for the term of the contract. No data is transferred to supplier as part of this service.</i></p>