

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 9th July 2024 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 Technology Services 3 - CCS (crowncommercial.gov.uk). 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; and Key Performance Indicators
- 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. 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:	ecm_11962, project_25842
Contract Title:	Pensions Transformation Programme (PTP) Customer Account Manager (CAM) – Application Support & Maintenance
Contract Description:	Level 3 Support and maintenance of the PTP CAM system which is a legacy service that manages customer accounts for pension centres and supports more than 3,000 concurrent agents managing direct telephone and paper-based contact with customers. It is a front-end solution interfacing with HMRC and a number of DWP systems including the legacy systems PSCS and ISCS.
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	Initial period (36 months) Up to a maximum of £6,500,000.00 excluding VAT Optional Extension Period(s) (12 months + 12 months) Up to a maximum of £2,160,000.00 excluding VAT per 12-month extension Total Potential Value including Optional Extension Periods Up to a maximum of £10,820,000.00 excluding VAT
Estimated Year 1 Charges:	approximately £2,166,666.00 excluding VAT
Commencement Date:	1 st October 2024

Buyer details

Buyer organisation name

Department for Work and Pensions Peel Park, Brunel Way Blackpool



FY4 5ES

Billing address

Your organisation's billing address - please ensure you include a postcode

Department for Work and Pensions PO BOX 406 SSCL Phoenix House Celtic Springs Business Park Newport NP10 8FZ

Email: [REDACTED FOI 40]

Buyer representative name

The name of your point of contact for this Order

[REDACTED FOI 40]

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.

[REDACTED FOI 40]

Buyer Project Reference

Please provide the customer project reference number.

Project_25842

Supplier details

Supplier name

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

Accenture (UK) Limited

Supplier address

Supplier's registered address

30 Fenchurch Street London EC3M 3BD



Supplier representative name

The name of the Supplier point of contact for this Order

[REDACTED FOI 40]

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 FOI 40]

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.

11798606

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 DESI	GN □	
2.	TRANSITION & TRANSFORMATION		
3.	OPERATIONAL SERVICES		
	a: End User Services		
	b: Operational Management		
	c: Technical Management		
	d: Application and Data Management	\square	
5.	SERVICE INTEGRATION AND MANAGEMENT		
Со	rt B – The Services Requiremenmencement Date e above in Section A		
	ntract Period idance Note – this should be a period which does	not exceed the maximum durations specified per Lot below:	
	Lot Maximum Term (including Initial T Extension Period) – Months (Y 2 36 (3) 3 60 (5)		
L.	5 60 (5)		
Ini	tial Term Months	Extension Period (Optional) Months	
36	months	12 months + 12 months	
		A period, or periods, in aggregate of up to twenty- four (24) months (subject to internal governance, business need and funding)	
	Minimum Notice Period for exercise of Termination Without Cause (Calendar days) Insert right (see Clause 35.1.9 of the Call-Off Terms) 30 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

Supplier Premises:

The Services will be delivered using a hybrid working approach working in Accenture office locations or remote working. Accenture's UK primary office is Cobalt Business Park, Silverlink, Newcastle Upon Tyne. The Offshore location will be Accenture India, of which there are multiple site locations.

Third Party Premises:

Not applicable.

Buyer Assets

Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms [REDACTED FOI 43]

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.

Buver 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 <u>DWP procurement: security policies and standards - GOV.UK (www.gov.uk)</u> for ICT policies.

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 (\pounds) - [REDACTED FOI 43] Professional Indemnity Insurance USD equivalent of (\pounds) - [REDACTED FOI 43] Employer's Liability Insurance (\pounds) – [REDACTED FOI 43]

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 using the PTP CAM (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 ensure the BT network link between the Buyer and Supplier, used to transfer code and software artefacts, is available at all times.

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	
Part B – Long Form Governance Schedule	☑

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	
Part B – Long Form Change Control Schedule	

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 £ N/A; and
- for the purpose of Paragraph 8.2.2, the figure shall be £ N/A.



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

Additional Schedules	Tick as applicable
S1: Implementation Plan	☑
S2: Testing Procedures	
S3: Security Requirements (either Part A or Part B)	Part A □ or Part B ☑
S4: Staff Transfer	
S5: Benchmarking	
S6: Business Continuity and Disaster Recovery	
S7: Continuous Improvement	
S8: Guarantee	
S9: MOD Terms	

Part B - Additional Clauses

Additional Clauses	Tick as applicable
C1: Relevant Convictions	
C2: Security Measures	
C3: Collaboration Agreement	

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

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	
Northern Ireland Law	
Joint Controller Clauses	

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.

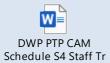




PTP CAM DWP DWP Offshoring Enhanced Security S clauses only.doc



In regard to the Offshoring Policy it is noted that the Buyer has given consent for the Supplier to deliver the development and test components of the PTP CAM Services from its offshore delivery centre in India as set out in the Supplier's ITT response. However, no consent is granted to access, process, host or transfer Personal Data from the India delivery centre.



Special Term 1

Application Support means the Level 3 Application Support as detailed in the PTP CAM Requirements Matrix, items 11-34 of the Specification

Application Development means the services provided via discreet statements of work as detailed in the PTP CAM Requirements Matrix, items 1-10 of the Specification.

Service Charges means the monthly payments made in accordance with Schedule 2 (Charges and Invoicing) in respect of the supply of Application Support.

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

Additional Schedule S3 (Security Requirements)

Guidance Note: where Schedule S3 (Security Requirements) has been selected in Part A of Section C above, then for the purpose of the definition of "Security Management Plan" insert the Supplier's draft security management plan below.

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 https://www.accenture.com/client-data-safeguards

Additional Schedule S4 (Staff Transfer)

Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of "Fund" in Annex D2 (LGPS) of Part D (Pension) insert details of the applicable fund below.



Annex D2 of Part D Not Applicable

Additional Clause C1 (Relevant Convictions)

Not Applicable

Additional Clause C3 (Collaboration Agreement)

Not Applicable

An executed Collaboration Agreement shall be delivered from the Supplier to the Buyer within the stated number of Working Days from the Commencement Date:

Not Applicable



Section D Supplier Response

As received on 25th March 2024 at 18:46 hours via the DWP eProcurement System.

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

[REDACTED FOI 43]

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 FOI 43]

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

[REDACTED FOI 43]

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.

[REDACTED FOI 43]



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 FOI 40]
Job role/title	[REDACTED FOI 40]
Signature	[REDACTED FOI 40]
Date	August 20, 2024

For and on behalf of the Buyer

Name	[REDACTED FOI 40]
Job role/title	[REDACTED FOI 40]
Signature	[REDACTED FOI 40]
Date	August 20, 2024



Attachment 1 – Services Specification

The characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract are contained within the Invitation to Tender document titled Project_25842 – PTP CAM – Invitation to Tender – updated 29022024.docx and found in the DWP eProcurement System under the ITT titled itt_21995 – PTP CAM Application Support and Maintenance.

The Parties acknowledge and agree that this Order Form is based on the physical SPARC T8 solution and the responsibilities for environments shall be as follows:

Environment	Supplier Provided	Authority Provided
Development	Yes	No
Test	Yes	No
Staging	No	Yes
Production	No	Yes

The Authority's plan for the upgrade project to an OCI solution is still to be finalised therefore the Parties acknowledge and agree that this Order Form will be subject to change in accordance with the Change Control Procedure once the implementation plan and go live date is confirmed.

The Charges in this Order Form are based on the Incident Volumes set out in Section 9, Appendix B of the Specification. Should there be a material increase to the Incident Volumes it may result in a review of the Charges and/or Service Levels with the potential for a change that would be agreed as per the Change Control Procedure.



Attachment 2 – Charges and Invoicing

Part A – Milestone Payments and Delay Payments – N/A

#	Milestone Description	Milestone Payment amount (£GBP)	Milestone Date	Delay Payments (where Milestone) (£GBP per day)
	Not applicable at Contract Award			

Part B – Service Charges

Charge Number	Service Charges
Monthly Service Cost	
Ongoing support and maintenance of the PTP CAM Application	[REDACTED FOI 43]

Service Charges will be a fixed payment, invoiced monthly in arrears for the ongoing support and maintenance of the PTP CAM application. The Service Charges are fixed for the duration of the Call-Off Contract Initial Term. For each Optional Extension Period, the Service Charge will be subject to review between Accenture and DWP following submission of a revised copy of the Project_25842 – PTP CAM – ITT Attachment 3 – Pricing Template - Service Cost tab, and signed off in accordance with Schedule 5 – Change Control Procedure.

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

Role	SFIA	Onshore Day	Offshore Day	
	Level	Rate (£)	Rate (£)	
Junior Business Analyst	3	[REDACTED FOI 43]	[REDACTED FOI 43]	



Business Analyst	4	[REDACTED	[REDACTED
		FOI 43]	FOI 43]
Senior Business Analyst	5	[REDACTED FOI 43]	[REDACTED FOI 43]
Delivery Manager	5	[REDACTED FOI 43]	[REDACTED FOI 43]
Senior Delivery Manager	6	[REDACTED FOI 43]	[REDACTED FOI 43]
Test Engineer	4	[REDACTED FOI 43]	[REDACTED FOI 43]
Senior Test Engineer	5	[REDACTED FOI 43]	[REDACTED FOI 43]
Test Manager	6	[REDACTED FOI 43]	[REDACTED FOI 43]
Tester	3	[REDACTED FOI 43]	[REDACTED FOI 43]
Junior Frontend Developer	3	[REDACTED FOI 43]	[REDACTED FOI 43]
Frontend Developer	4	[REDACTED FOI 43]	[REDACTED FOI 43]
Senior Frontend Developer	5	[REDACTED FOI 43]	[REDACTED FOI 43]
Lead Security Architect	5	[REDACTED FOI 43]	[REDACTED FOI 43]
Junior Software Developer	2	[REDACTED FOI 43]	[REDACTED FOI 43]
Software Developer	3	[REDACTED FOI 43]	[REDACTED FOI 43]
Senior Software Developer	4	[REDACTED FOI 43]	[REDACTED FOI 43]
Lead Software Developer	5	[REDACTED FOI 43]	[REDACTED FOI 43]



Technical Architect	4	[REDACTED FOI 43]	[REDACTED FOI 43]
Senior Technical Architect	5	[REDACTED FOI 43]	[REDACTED FOI 43]
Lead Technical Architect	6	[REDACTED FOI 43]	[REDACTED FOI 43]

1. Call-Off Contract Charges for additional Application Development Services under Statements of Work

1.1 The Day Rates above will be used to determine the costs of any ad-hoc Application Development that will be based on meeting agreed milestones as part of delivery of Statements of Work (SOWs). The Day Rates are fixed for the duration of the Call-Off Contract Initial Term. For each Optional Extension Period, the Day Rates will be subject to review between Accenture and DWP, and signed off in accordance with Schedule 5 – Change Control Procedure.

Where the SOW process is used, deliverables, outcomes and clear acceptance criteria will be agreed up-front. The Supplier will be paid upon successful delivery and acceptance of these.

2. The Supplier shall ensure:

- 2.1.1 All applicable charges shall be calculated in accordance with the pricing mechanism detailed in each SOW,. The payment model preference will be Fixed Price, where charges are agreed at a set amount in relation to all work to be done, including all Milestones. No matter how much work is required to complete each Statement of Work, within the agreed scope, the total amount to be paid by the Buyer will not exceed the agreed fixed price;
- 2.1.2 If exceptionally a Time and Materials (capped or otherwise) payment model is used, the charges will be calculated based on the Day Rates stated above, but this will be conditional on delivery of particular outputs or milestones.
- 2.1.3 Further to Appendix B (Specification) Paragraph 17 (Payment and Invoicing) of Attachment 1 Services Specification, the Supplier will provide a detailed breakdown of its Charges for the Deliverables in sufficient detail to enable the Buyer to verify the accuracy of any invoice submitted.
- 2.1.4 This detailed breakdown will be incorporated into each SOW and include (but will not be limited to):



- a role description of each member of the Supplier Staff (if applicable);
- a milestone description (if applicable);
- the agreed Day Rate for each Supplier Staff (if applicable);
- the number of Work Days, or pro rata for every part day, they will be actively
 engaged in providing the Deliverables between the SOW Start Date and SOW
 End Date; and
- the total SOW cost for all Supplier Staff role in providing the Deliverables.
- the number of Work Days, or pro rata portion of a Work Day, that Supplier Staff work solely to provide the Deliverables and meet the tasks sets out in each SOW (between the applicable SOW Start Date and SOW End Date).
- 3. If a Fixed Price or Capped Time and Materials has been agreed for a particular SOW:
 - the Supplier shall continue to work on the Deliverables until they are satisfactorily complete and accepted by the Buyer at its own cost and expense where the Fixed or Capped Price is exceeded; and
 - the Buyer will have no obligation or liability to pay any additional Charges or cost of any part of the Deliverables yet to be completed and/or Delivered after the Fixed or Capped Price is exceeded by the Supplier.
- 4. All risks or contingencies will be included in the SOW Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges:
 - 4.1.1 Each Working Day will consist of 7.5 hours, excluding breaks
 - 4.1.2. Part days will be billable pro-rata based on the formula (number of full hours worked) / 7.5 hours x Day Rate
 In the above formula number of full hours worked will be exact time worked rounded down to the nearest hour.
 - 4.1.3. Unless agreed by the Buyer in advance, overtime above 7.5 hours will not be payable.
 - 4.1.4. No amounts will be billable in respect of annual leave for Supplier Staff.
 - 4.1.5. No amounts will be payable for planned shutdown periods, for example during the Christmas and New Year holidays.
 - 4.1.6. Supplier may agree the use of Day Rates lower (but not higher) than their tendered Day Rates for specific requirements.



4.1.7. The applicable Pricing Mechanisms for Statements of Work will be either: Fixed Price, Time and Materials or Capped Time and Materials and shall be stated in each Statement of Work.

Invoice Process for all Part A, B and C Charges:

Invoices should be submitted to:

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

PDF versions of invoices should ALSO be emailed to the shared inbox:

[REDACTED FOI 40]

All invoices must include purchase order number, contract reference and Authority's reference details.

The Authority will pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this payment profile.



Part D – Risk Register

To be agreed during contract implementation

Part E – Early Termination Fee(s)

Not Applicable



Attachment 3 – Outline Implementation Plan

The draft Implementation Plan will be updated to become the Outline Implementation Plan once the Order Form has been received by the Supplier and once it has been approved by the Buyer before the Commencement Date.

#	Milestone	Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Duration (<i>Working</i> <i>Days</i>)	Milestone Date
M1	Contract Implementation Activity	The below deliverables are required before the Contract Start Date: - Resource Model - Capacity Management Information - Supplier Internal Business Continuity Plan - Performance Metrics (agreed report structure) - Service Management Plan - Single Point of Contact	N/A	by Contract Start Date



Attachment 4 - Service Levels and Service Credits

1. Definitions

The following words shall have the following meanings and they shall supplement Schedule 1 – Definitions.

Term	Definition
Application Repair	A change made to resolve a Problem with the application
Change Request	A request for the addition, modification or removal of anything could have an effect on the service
Faulty Repair	An Application Repair delivered into the Live environment that is found to be unsuccessful, i.e. it does not resolve the Problem
Incident	An unplanned interruption to a service, or reduction in the quality of a service
Priority Level 1 Incident	 Complete failure of PTP CAM as a business critical application, affecting all users at one or more Key Sites, or all users at two or more secondary sites; or Delay to, or the inaccurate production of business critical outputs. DWP Service Desk provide Incident Prioritisation.
Priority Level 2 Incident	 Complete failure of PTP CAM as a business critical application, affecting all users at a single secondary site; or Partial failure of PTP CAM as a business critical application affecting all users at one or more Key Sites, or all user at two or more secondary sites. DWP Service Desk provide Incident Prioritisation.
Priority Level 3 Incident	Partial failure of PTP CAM as a business critical application, affecting all users at a secondary site. DWP Service Desk provide Incident Prioritisation.
Priority Level 4 Incident	Incident or occurrence which is not a Priority Level 1, Priority Level 2, or Priority Level 3 and could be a single user issue. DWP Service Desk provide Incident Prioritisation.
Knowledge Article	In response to a Problem Record, a piece of documentation that provides resolution or workaround instructions for users and/or DWP Service Desk
Problem	The cause of one or more Incidents
Problem Fix	Also, Application Repair, an application change made to resolve a Problem



Problem Record	The record that documents the Problem
Problem Statement	A summary of the Problem provided by the party assigned the Problem Record
Problem Update	A summary of investigations carried out into the Problem, and next steps. These should target identification of the root cause, and in turn resolution of the Problem.
Project Milestone	A milestone agreed between the Supplier and Authority as part of the Project Plan for a given Application Development Proposal.
Transition Milestone	A milestone agreed between the Supplier and Authority as part of the Transition Plan, covering the activities required to move responsibilities to the Supplier.

PTP CAM System Performance

The contained Service Levels and KPIs measure elements of performance of the PTP CAM system.

Responsibilities are as follows:

- The production hosting of PTP CAM is the responsibility of the Authority.
- The Supplier is expected to take into account potential performance impacts of any changes to the application, making the Authority aware of these impacts, and to carry out analysis, design, development and testing as appropriate.
- Where the production system is not performant, an Incident will be raised. Such incidents
 will be allocated to the Supplier where the Authority identifies that this falls under the
 Supplier's responsibilities in accordance with the Authority Incident Management
 Framework that is available on DWP Place (ServiceNow).

The Services Levels and KPIs set out in this Section 4 of the Order Form shall take precedence and prevail over the Service Levels and KPIs set out in Section 1 - Specification.



2. Service Levels and KPIs

- 2.1 Service Levels carry the risk to the Supplier of Service Credits, calculated on a percentage of the Monthly Service Cost for Support and Maintenance of the PTP CAM application.
- 2.2 The Supplier accepts and acknowledges that failure to meet the Expected Service Level Threshold set out in the Service Levels Overview table will result in Service Credits being due to the Buyer.
- 2.3 Service Credits are required to be paid in the event that the Achieved Service Level falls below the Expected Service Level in a Calendar Month and shall be incrementally higher if the Achieved Service Level falls below the Increased Impact Service Level and the Significant Failure Service level as set out below in Service Levels Overview table below.
- 2.4 Key Performance Indicators (KPIs) do not carry the risk of Service Credits, but where Expected or Increased Impact KPIs are not met, there is the requirement for the Supplier to provide a corrective action plan.
- 2.5 Section 6 sets out the full Service Level Descriptions applicable to the Services. Section 7 sets out the KPIs applicable to the Services.
- 2.6 An overview of Service Levels is given in the below table.

Service Levels - Overview

[REDACTED FOI 43]



3. Repeat Failures to Meet Service Level Targets

- 3.1 If the supplier fails to achieve a Service Level Target in a month and then fails to achieve the same Service Level Target or has an Increased Impact Service Level or Significant Failure Service Level, in a subsequent month (as defined in Table 2 below), the failure in the subsequent month shall be a "Repeat Failure". The Repeat Failure count shall increment by one (1) for each additional failure.
- 3.2 Repeat Failures shall apply to Service Level Targets for Service Levels 1 to 8.
- 3.3 If the Achieved Service Level in the subsequent month is worse than the previous month(s) then the higher Service Credit Charge shall apply in the Repeat Failure calculation.
- 3.4 If the Achieved Service Level in the subsequent month is better than the previous month(s) then the lower Service Credit Charge shall apply in the Repeat Failure calculation.
- 3.5 Worked examples given below are based on the following service credit charge amounts:
 - Below Expected Service Level charge = £1,000 *
 - Increased Impact Service Level charge = £2,000 *
 - Significant Failure Service Level charge = £4,000 *

a) SL3: Below Expected Service Level Failure in Month 1 and Month 2.

Worked example:

Month 1 amount = £1,000 (Below Expected Service Level charge) Month 2 amount = Below Expected Service Level Charge (£1,000)* x Repeat Failure Multiplier (x 2) = £2,000

b) SL3: Below Expected Service Level Failure in Month 1 and Increased Impact Service Level Failure in Month 2.

Worked example:

Month 1 amount = £1,000 (Below Expected Service Level) Month 2 amount = Increased Impact Service Level Charge (£2,000)* x Repeat Failure Multiplier (x 2) = £4,000

c) <u>SL3: Significant Failure Service Level Failure in Month 1 and Below Expected Service Level Failure in Month 2.</u>

Worked example:

^{*} These charges are for illustration purposes only. The exact service credit charge will be based on the service charge % in Service Credits – overview table (p18-22) in relation to the Supplier's Monthly Service Cost.



Month 1 amount = £4,000 (Significant Failure Service Level) Month 2 amount = Below Expected Service Level Charge (£1,000)* x Repeat Failure Multiplier (x 2) = £2,000

d) <u>SL3: Significant Failure Service Level Failure in Month 1 and Below Expected Service Level Failure in Month 2 and Increased Impact Service Level Failure in Month 3.</u>

Worked example:

Month 1 amount = £4,000 Month 2 amount = Below Expected Service Level Charge (£1,000)* x Repeat Failure Multiplier (x2) = £2,000 Month 3 amount = Increased Impact Service Level Charge (£2,000)* x Repeat Failure Multiplier (x3) = £6,000

3.6 The Repeat Failure count shall be reset to zero (0) once there have been two (2) consecutive months in which the Service Level has been met.

A worked example is set out below:

	Моі	Month										
	1	2	3	4	5	6	7	8	9	10	11	12
Failure to meet Service Level Target for a Service (F)	F	F	✓	F	✓	✓	F	✓	F	F	✓	F
No. of Repeat Failures	0	1	1	2	2	0	0	0	1	2	2	3
Multiplier applied to Service Credit?	x1	x2	0	х3	0	0	x1	0	x2	х3	0	x4

Table 1 Repeat Failure Example

3.7 For any failure to meet Service Levels which is a Repeat Failure, the Service Credit applicable shall be increased as follows (a "Repeat Failure Multiplier"):



Repeat Failure count applicable to the month	Repeat Failure Multiplier
1	2
2	3
3 and above	4

Table 2 Repeat Failure Multiplier

4. Service Credit Cap

4.1 The Service Credit Cap for this contract shall be [REDACTED FOI 43]. However, as this is a top 25 Government System, consistent poor performance resulting in Critical Service Level Failure (as defined in Section 5 – Critical Service Level Failure) may result in termination of the contract.

5. Critical Service Level Failure

- 5.1 The Authority will have the right to terminate the Contract where the Supplier's Achieved Service Level falls within any of the following Service Level Thresholds in three (3) consecutive months:
 - Significant Failure Service Level for any of the High Impact Service Levels (SL3, SL4 or SL8),
 - or a Below Expected Service Level for High Impact Service Level 1 (SL1),

A combination of any of the above Service Level Thresholds for High Impact Service Levels (SL1, SL3, SL4 and SL8) over the three (3) calendar months will be counted.

5.2 **High Impact Service Levels**:

- SL1 Maintenance Quality
- SL3 Priority Level 1 Incident Resolution
- SL4 Priority Level 2 Incident Resolution
- SL8 Reliability of the Deployed Application



6. Service Levels

[REDACTED FOI 43]

Availability Calculations (Service Level 8)

99.8% availability = 35.5 to 40.2 minutes lost in a month 99.6% availability = 71.0 to 80.4 minutes lost in a month 99.5% availability = 88.8 to 100.5 minutes lost in a month

Any exceptions to below, will be calculated using the assumption data.

Assumptions (for Service Level 8):

- Operational Hours are:
 - o 07:00 20:00 Monday to Friday
 - o 08:00 17:00 on Saturday
- Monday to Friday minutes = 780 minutes per day
- Saturday minutes = 540 minutes per day
- Where there are bank holidays, these will be deducted along with Sundays.

		PTP CAM: 12-month Incidents Data										
	Jan- 23	Feb- 23	Mar- 23	Apr- 23	May- 23	Jun- 23	Jul-23	Aug- 23	Sep- 23	Oct- 23	Nov- 23	Dec- 23
P1	0	0	0	0	0	0	0	0	0	0	0	0
P2	0	0	0	0	0	1	0	0	0	0	0	0
P3	0	1	0	0	0	0	0	0	0	0	0	0
P4	28	24	14	21	13	19	15	19	20	21	17	11
Total	28	25	14	21	13	20	15	19	20	21	17	11

		PTP CAM: 12-month Problems Data										
	Jan-	Feb-	Mar-	Apr-	May-	Jun-	Jul-	Aug-	Sep-	Oct-	Nov-	Dec-
	23	23	23	23	23	23	23	23	23	23	23	23
P1	0	0	0	0	0	0	0	0	0	0	0	0
P2	0	0	0	0	0	0	0	0	0	0	0	0
P3	0	0	0	0	0	0	0	0	0	0	0	0
P4	3	1	4	1	1	2	3	1	2	1	2	2
Total	3	1	4	1	1	2	3	1	2	1	2	2



7. Key Performance Indicators

[REDACTED FOI 43]

- * Top 3 KPI.
- 7.1 Cabinet Office requires that on a monthly basis, all Government Departments capture the performance of their 'Gold' and 'Silver' tiered contracts by recording the achievements of the top three (3) KPIs for each contract, plus any Social Value KPIs, with the performance data being reported to the Cabinet Office quarterly for publication on GOV.UK.
- 7.2 For this Contract the top three (3) KPIs are:
 - KPI 1 Application Volatility
 - KPI 2 Time to Impact Change Requests
 - KPI 3 On Time Delivery Project Milestones
- 7.3 The performance data for KPIs 1, 2 and 3 will be based on monthly data.
- 7.4 KPI 9 will be reported as the Social Value KPI and shall be reported and published quarterly.

[REDACTED FOI 43]



Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

Part A - Key Supplier Personnel

Key Supplier Personnel	Key Role(s)	Duration		
N/A	N/A	N/A		

Part B – Key Sub-Contractors

Key Sub- contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/Service description	Key Sub-contract price expressed as a percentage of total projected Charges over the Contract Period	Key role in delivery of the Services					
Not Applicable at Contract Commencement									



Attachment 6 - Software

- .1.1 The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).
- .1.2 The Parties agree that they will update this Attachment 6 periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

Part A – Supplier Software

The Supplier Software includes the following items:

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry
NA	NA	NA	NA	NA	NA	NA	NA



.1.3 In compliance with the requirement of clause 21.3 of the Call Off terms, the Supplier has listed below the Supplier Non-COTS Software that will be used by the Supplier to support the build, deploy, packaging and file transfer of the PTP CAM code to the Buyer. The Buyer acknowledges and agrees that the Supplier is not required to delivers a copy of these Non-COTS Software to the Buyer and accordingly the license provision in Clauses 20 and 21 of the Call Off Terms and any requirements in the Call Off Terms and/or Schedule 10 (Exit) to transfer or novate contracts to the Buyer or a Replacement Supplier shall not apply to this list of Supplier Software items and that no licence or rights of use are granted to the Buyer or a Replacement Supplier.

.1.4

Part B - Supplier Software exclusions

Software name	Purpose
[REDACTED FOI 43]	[REDACTED FOI 43]
[REDACTED FOI 43]	[REDACTED FOI 43]
[REDACTED FOI 43]	[REDACTED FOI 43]

Part C – Third Party Software

The Third Party Software shall include the following items:



Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry
NA	NA	NA	NA	NA	NA	NA	NA

The Buyer acknowledges and agrees that Clauses 20 and 21 of the Call Off Terms and any requirements in the Call Off Terms or Schedule 10 (Exit) to transfer or novate contracts to the Buyer, or a replacement Supplier, shall not apply to any of the Third Party Software that the Supplier uses within its development and testing environments to perform the PTP CAM Services.

Attachment 7 – Financial Distress

For the purpose of Schedule 8 (Financial Distress) of the Call-Off Terms, the following shall apply:

PART A - CREDIT RATING THRESHOLD

Entity	Credit Rating (long term) (insert credit rating issued for the entity at the Commencement Date)	Credit Rating Threshold (insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3)
Supplier	[REDACTED FOI 43]	For Dunn and Bradstreet Risk Indicator the threshold will be breached if the Risk Indicator is 3 or higher.
Guarantor	N/A	N/A
Key Sub-contractor 1	N/A	N/A
Key Sub-contractor 2	N/A	N/A

PART B - RATING AGENCIES - N/A

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	Not Applicable - Part B applies below		
Supplier Members for the Operational Board	Not Applicable - Part B applies below		
Frequency of the Operational Board	Not Applicable - Part B applies below		
Location of the Operational Board	Not Applicable - Part B applies below		

PART B - LONG FORM GOVERNANCE

For the purpose of Part B of Schedule 7 (Long Form Governance) of the Call-Off Terms, the following boards shall apply from Contract Award. During the contract implementation phase, both parties will agree the location and agenda items for each Contract Board meeting.

SERVICE / CONTRACT MANAGEMENT BOARD			
Buyer Members of Service Management Board (include details of chairperson)	Digital – Service Manager Digital – Project Manager Commercial Business Partner Finance Business Partner (optional)		
Supplier Members of Service Management Board	PTP CAM Account Manager or deputy Service Manager		
Start Date for Service Management Board meetings	To be agreed at Contract Award		
Frequency of Service Management Board meetings	Monthly		
Location of Service Management Board meetings	Virtual or Face to Face		
Suggested Agenda Items	Service Delivery Management Information Reporting SLA Performance Monitoring KPI Performance Monitoring		

	Risks Social Value Reporting (Quarterly) Incident Management Statement of Works (SOWs) Change Requests Continuous Improvement
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SUPPLIER GOVE	RNANCE BOARD
Buyer Members of Supplier Governance Board (include details of chairperson)	Digital – Service Lead Digital – Delivery Lead Supplier Relationship Manager Commercial Business Partners Finance Business Partner (optional)
Supplier Members of Supplier Governance Board	DWP Client Account Lead (CAL) Deputy DWP CAL DWP Technology Services lead (or deputy)
	DWP Contract Management lead
Start Date for Supplier Governance Board meetings	To be agreed at Contract Award
Frequency of Supplier Governance Board meetings	Quarterly
Location of Supplier Governance Board meetings	Virtual or Face to Face
Suggested Agenda Items	Supplier Look Back Strategic Topic Relationship Scorecard Review Relationship Risk Review Any Other Business

Technical / Operational Board		
Buyer Members of Technical Board (include details of chairperson)	Digital – Service Manager Digital – Project Manager	
Supplier Members of Technical Board	Service Manager Delivery Manager	

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Start Date for Technical Board meetings	To be agreed at Contract Award
Frequency of Technical Board meetings	Weekly or Fortnightly – depending on requirement
Location of Technical Board meetings	Virtual or Face to Face
Suggested Agenda Items	Incident Management Problem Management Release/Capacity Planning Prioritisation Ad hoc Requests Risks Change Requests Outstanding Change Authorisation Note(s) Statement of Work progress

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 FOI 40]
1.1.1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED FOI 40]
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
Identity of Controller for	The Authority is Controller and the Supplier is Processor
each Category of Personal Data	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, 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, and business development purposes, including business development with partners, and such other purposes as set out in the using party's global data privacy policy (Accenture's applicable global data privacy policy is available at the following URL: https://www.accenture.com/us-en/about/privacy-policy).
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. The duration of the Call-Off Contract is 1 September 2024 to 31 August 2027 and subject to the extension options being invoked, 31 August 2028 and 31 August 2029. This will apply to the multiple relationships identified above.
Nature and purposes of the processing	 Subject to the nature of any processing and access to personal data we could consider the below. 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. 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. 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. 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	Where the Authority is the Controller and the Supplier is the Processor: DWP Customer data that may include but is not limited to customer name, national insurance number, date of birth, home address, telephone details, email address, details of benefit claims, pensions, customer health related information, payment details, bank account details etc.

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Categories of Data Subject	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. Supplier Staff engaged in the performance of the Supplier's duties under the Contract for which the Authority is the Controller.
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	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 Call-Off Contract. 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.

Attachment 10 – Transparency Reports

Title	Content	Format	Frequency
			requestoy
Performance Monitoring Reports	Information to support performance against each of the SLA/KPIs (Schedule 3 Service Levels, Service Credits and Performance Monitoring)	Word / PDF / Excel	To be agreed at contract award
Use of Small, Medium Enterprises (SMEs) in the Supply Chain	Percentage of SME used in the delivery of the contract (if applicable) and percentage of associated spend NIL return required.	Word / PDF / Excel	To be agreed at contract award
Social Value Metrics	Evidence to support Social Value theme 4 – Equal Opportunity	Word / PDF / Excel	Quarterly
Charges / Spend Data	Breakdown of monthly service charge and spend for all orders placed for the reporting period including cumulative spend	Word / PDF / Excel	To be agreed at contract award
Key Sub-Contractors	Sub-contractor information including; trading name(s), registered address(es) and contact details, spend period and value	Word / PDF / Excel	To be agreed at contract award
Problem Management Report and/or interim report	Breakdown of the status of all problems, changes from the previous report, all information underpinning the Service Levels and KPIs, problems that the supplier has been unable to identify as Known Errors, incidents assigned to each logged Problem, results from Trend Analysis in respect of Assigned	Word / PDF / Excel	Monthly

	Problems, and		
	Known Error status		
Information Security Questionnaire (ISQ)	Refer to Schedule S3 Security Requirements	Word / PDF / Excel	Within 20 working days of Order Start Date & reviewed annually
Exit Plan	Refer to Schedule 10 Exit Management	Word / PDF / Excel	To be agreed at contract award
Maintenance Schedule	The Supplier shall create and maintain a rolling schedule of planned maintenance to the IT Environment (the "Maintenance Schedule") which shall be agreed with the Buyer.	Word / PDF / Excel	To be agreed at contract award
Preventing Fraud Bribery and Corruption	The Supplier must during the Contract Period certify in writing to the Buyer, that it has complied with this Clause 46, including compliance of Supplier Personnel, and provide reasonable supporting evidence of this on request, including its policies and procedures.	Word / PDF / Excel	Annually
Implementation (operationalisation) Plan	The Supplier shall submit a draft of the Detailed Implementation Plan to the Buyer for approval.	Attachment 3	To be agreed at contract award
BCDR Plan (Business Continuity Disaster Recovery Plan)	The Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a "BCDR Plan".	Word / PDF / Excel	To be agreed at contract award
Continuous Improvement Plan	The Supplier shall produce at the start of each Contract Year a plan for improving the provision of Services and/or reducing the Charges (without adversely affecting the performance of	Word / PDF / Excel	To be agreed at contract award

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this Contract) during that Contract Year ("Continuous Improvement Plan")	
for the Buyer's approval.	

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

Please refer to the following Technology Services 3 documents which contain the RM6100 Lots 2, 3 and 5 Call Off Terms and the RM6100 Additional Schedules for Lots 2, 3 and 5:

 $\frac{\text{https://assets.crowncommercial.gov.uk/wp-content/uploads/RM6100-Lots-2-3-and-5-Call-Off-}{\text{Terms-v3.docx}}$

 $\frac{https://assets.crowncommercial.gov.uk/wp-content/uploads/RM6100-Lots-2-3-and-5-Additional-and-Alternative-Terms-and-Conditions-v2.00.odt}$