

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

Call-Off Ref: RM1043.8

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Order Form

Call-Off Reference: RM1043.8 Project ID 32604

Call-Off Title: RM1043.8-1-DWP Cloud First Printing

Call-Off Contract Description: DWP Transition to Cloud First Printing

The Buyer: Department for Work and Pension

Buyer Address: 2 St. Peter Square. Manchester. M2 3AA

The Supplier: Capgemini UK Plc

Supplier Address: International House, Stafford Park 11, Telford. TF3 3AY

Registration Number: **REDACTED**

DUNS Number: **REDACTED**

SID4GOV ID: **REDACTED**

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

Call-Off Ref: RM1043.8

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 07/12/2023

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes 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

RM1043.8 Digital Outcomes 6, Lot 1: Digital Outcomes

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) RM1043.8
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.8
 - 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) RM1043.8

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

Call-Off Ref: RM1043.8

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- Call-Off Schedules for RM1043.8
 - Call-Off Schedule 1 (Transparency Reports)
 - 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)

The Parties agree that only the obligations set out in paragraph 4.1 are relevant to this Call-Off Contract and paragraph 4.4 shall not apply.

- Call-Off Schedule 13 (Implementation Plan and Testing)
- Call-Off Schedule 20 (Call-Off Specification)

5 CCS Core Terms (version 3.0.11)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8

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

Call-Off Start Date: 07/12/2023

Call-Off Expiry Date: 31/08/2023

Call-Off Initial Period: 170 Working Days

Call-Off Optional Extension Period: **REDACTED**

Minimum Notice Period for Extensions: **30 days**

Call-Off Contract Value: £99,550.00 excluding VAT £119,466.00 Including VAT

Call-Off Deliverables

See details in Call-Off Schedule 20 (Call-Off Specification)

Warranty Period

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least [90 days against all obvious defects, and in relation to the warranties detailed in

Framework Ref: RM1043.8 Digital Outcomes 6

Project Version: v2.0

Model Version: v3.8

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

Call-Off Ref: RM1043.8

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Paragraphs 4 (licensed Software warranty) and 9.6.2 (Specially Written Software and New IPRs) of Call-Off Schedule 6 (IPRs and Additional Terms on Digital Deliverables).

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:

In reasonable advance of signing this Call-Off Contract and/or any Statement(s) of Work, the Buyer shall notify the Supplier of any specific legal or regulatory requirements that apply to the Buyer and may impact the Supplier's delivery of Services under this Call-Off Contract (or any Statement of Work, as applicable).

Cyber Essentials Scheme

Not Applicable

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 £99,555.00 excluding VAT / £119,466.00 including VAT.

The Parties further agree that Clause 11.2 of the Core Terms shall be amended to read as follows for the purposes of this Call-Off Contract:

"11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than 150% of the Yearly Charges unless specified in the Call-Off Order Form."

Call-Off Charges

Time and Materials (CTM)

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.

All changes to the Charges must use procedures that are equivalent to those in Paragraph 4 in Framework Schedule 3 (Framework Prices).

Reimbursable Expenses

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

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

Call-Off Ref: RM1043.8

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Payment Method

Payment method BACS

Buyer's Invoice Address

Department for Work and Pensions

REDACTED

Buyer's Authorised Representative

REDACTED

Buyer's Environmental Policy

Not Applicable

Buyer's Security Policy

Appended at Call-Off Schedule 9 (Security)

Supplier's Authorised Representative

REDACTED

Supplier's Contract Manager

REDACTED

Progress Report Frequency

To be determined once contract is in use

Progress Meeting Frequency

To be determined once contract is in use

Key Staff

REDACTED

Key Subcontractor(s)

Framework Ref: RM1043.8 Digital Outcomes 6

Project Version: v2.0

Model Version: v3.8

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

Call-Off Ref: RM1043.8

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Commercially Sensitive Information

- Details of the Supplier's methodologies, policies and processes. The methodologies, policies and processes remain confidential and commercially sensitive to the Supplier and if such information was disclosed it could be commercially damaging to the Supplier.
- All information relating to limits of liability, daily fee rates, pricing and charging mechanisms contained in the Framework. Disclosure of which may provide affect the Supplier's competitive position. As a result the Supplier considers this information to be a 'trade secret'.
- The terms of the Supplier's insurance are strictly confidential and if such information was disclosed it could be commercially damaging to the Supplier.
- All details relating to personnel including but not limited to the numbers of resources with specific skills, numbers of security cleared staff, staff terms and conditions of employment and staff selection methods are used for the purpose of managing the Supplier's resources to secure trade and generate profit and provides the Supplier with a competitive advantage. If such information was disclosed, it could be commercially damaging to the Supplier.
- Any information relating to other customers of the Supplier that has been obtained as a result of the Services or as a result of procuring the Services (including pre-contract references).

Balanced Scorecard

N/A

Material KPIs

The following Material KPIs shall apply to this Call-Off Contract

Material KPIs	Target	Measured by
1. Define improvement opportunities to increase the level of service delivered; this includes fault identification (as in which part of the infrastructure has failed)	Identification of 5 x service enhancements across the e2e infrastructure which provides improved end user experience, provide VFM	Change implementation schedule impacted and agreed plus ensuring the change continues to provide a reliable, robust and responsive service measured through positive user scoring measured through Customer Satisfaction scores.
2. Define Road map for DWP Secure Pin printing and supplier engagement experience to continue the	Build 20 servers to increase the Cloud First (CF) printing capability keeping abreast with the CF rollout. Also,	Keeping the printing capability for Cloud First (CF) devices aligned with the CF device rollout,

Framework Ref: RM1043.8 Digital Outcomes 6

Project Version: v2.0

Model Version: v3.8

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

Call-Off Ref: RM1043.8

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dialogue with Xerox for development of their product.	enabling follow me printing and making greater use of the MSUP capability and removing the network printing need.	running the PoC on 'follow me print' and then implementing this, enabling greater use of MSUP
3. Actively define and produce Capacity Management plans to ensure the application architecture is both resilient and robust to meet the CF business printing demands for project completion, including delivery of the product scaling.	Ensuring that DWP's printing estate continues to operate through the transition to cloud first printing, 'secure print' printing and 'follow me' printing. Also enabling the infrastructure to cope with other projects change like FAS, UC etc although the provider choices are fully under the Buyers control and any major transition failures that generate incidents would be outside of the Suppliers control.	10% reduction in incidents once CF rolled out and higher CSAT scoring, although the provider choices are fully under the Buyers control and any major transition failures that generate incidents would be outside of the Suppliers control.

Service Credits

Not applicable

Additional Insurances

Not applicable

Guarantee

Not applicable

Social Value Commitment

Not applicable

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:

Framework Ref: RM1043.8 Digital Outcomes 6

Project Version: v2.0

Model Version: v3.8

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

Call-Off Ref: RM1043.8

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For and on behalf of the Buyer:

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

Call-Off Ref: RM1043.8

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

Call-Off Ref: RM1043.8

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Appendix 1

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

Call-Off Ref: RM1043.8

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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: REDACTED

SOW Title: Project 26173

SOW Reference: Cloud First Printing

Call-Off Contract Reference: Project_26713

Buyer: Department of Work & Pensions

Supplier: Capgemini UK Plc

SOW Start Date: 07/12/2023

SOW End Date: 31/08/2023

Duration of SOW: 170 Working Days

Key Personnel (Buyer): REDACTED

Key Personnel (Supplier): REDACTED

Subcontractors: REDACTED

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

Call-Off Ref: RM1043.8

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2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background:

See Call-Off Schedule 20 for deliverables

Delivery phase(s): Live with on-going deployment

Overview of Requirement: To continue support of Project – Cloud First Printing

3 Buyer Requirements – SOW Deliverables

Outcome Description:

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
D01	Define improvement opportunities to increase the level of service delivered; this includes fault identification (as in which part of the infrastructure has failed)	Printing continues to provide a reliable, robust and responsive service measured through positive user scoring measured through Customer Satisfaction scores.	Ongoing throughout contract 31/08/24
D02	Define Road map for DWP Secure Pin printing and supplier engagement experience to continue the dialogue with Xerox for development of their product.	Keeping the printing capability for Cloud First (CF) devices aligned with the CF device rollout, running the PoC on 'follow me print' and then implementing this, enabling greater use of MSUP	Ongoing throughout contract 31/08/24
D03	Actively define and produce Capacity Management plans to ensure the application architecture is both resilient and robust to meet the CF business printing demands for project completion, including delivery of the product scaling.	10% reduction in printing incidents in year once CF rolled out and higher CSAT scoring although the provider choices are fully under the Buyers control and any major transition failures that generate incidents	Ongoing throughout contract 31/08/24

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

Call-Off Ref: RM1043.8

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		would be outside of the Suppliers control.	
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Delivery Plan: Not Applicable

Dependencies: The following dependencies which the Buyer must complete apply to the delivery of this Statement of Work

Ref	Item
1	The Buyer shall ensure that all relevant stakeholders are available to review and input into the Deliverables when required to avoid delay of delivery.
2	The Buyer shall ensure that all content and materials developed will follow its accessibility requirements as advised by the Buyer.
3	The Buyer shall provide all the relevant kit and access to DWP relevant networks and connectivity required to fulfil the role.

Supplier Resource Plan: The named resource will be delivering the above outcomes and is expected to work on delivery five days a week.

Definitions:

For the purpose of this Call Off Contract, the following definitions shall apply:

“Accepted” / “Acceptance” means the Deliverable meets its Acceptance Criteria in all material respects and that the Buyer agrees that the Supplier has fulfilled its obligations under this Call Off Contract for this Deliverable and shall not be entitled thereafter to reject the Deliverable or claim that it does not comply with the relevant requirements of the Call Off Contract for such Deliverable. Any further changes to the Deliverable shall be in accordance with the Variation Procedure.

"Acceptance Criteria" means the agreed criteria for each Deliverable of this Call Off Contract.

“Acceptance Procedure” means the procedure defined in this SoW for the Acceptance of Deliverables.

Acceptance Procedure

a. Acceptance Procedure: The Supplier will advise the Buyer when the Deliverable is ready for review and the Buyer shall promptly review. If a Deliverable materially meets the relevant (“Acceptance Criteria”) as detailed in Schedule 1 above, the Buyer shall notify the Supplier immediately in writing, and such Deliverable shall be accepted by the Buyer. If the Deliverable materially fails to meet the relevant Acceptance Criteria then the Buyer shall notify the Supplier immediately in writing, with sufficient details and comments in respect of the failure to enable the Supplier to use reasonable endeavours to remedy any material defects at the Supplier’s cost and confirm the relevant

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

Call-Off Ref: RM1043.8

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Deliverable is ready for review against the relevant Acceptance Criteria within 30 (thirty) days (or such longer period as is reasonable in view of the nature of the defect) from the date of the Buyer's initial notice of the failure of the Deliverable to satisfy the Acceptance Criteria.

b. Deemed acceptance: The Buyer confirms that it will be deemed to have Accepted the

c. relevant Deliverable on the earlier of: (a) using the Deliverable (other than for carrying out the Acceptance review) or modifying it; or (b) 5 (five) days from the date that the Supplier tells the Buyer that the relevant Deliverable is ready for acceptance (if the Buyer does not inform the Supplier within this time of any material failure of the Deliverable to meet the relevant Acceptance Criteria).

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).

SCC security clearance will be required

Cyber Essentials Scheme:

Not Applicable

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	Worker Engagement Route (incl. inside/outside IR35)
REDATED	REDACTED	REDACTED	REDACTED

4 Charges

Call Off Contract Charges:

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

- Time and Materials

The estimated maximum value of this SOW (irrespective of the selected charging method) is £88,400 (Excluding VAT and including reimbursable expenses) £106,08019,466.00 including VAT.

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

Call-Off Ref: RM1043.8

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Rate Cards Applicable:

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.

Name of Deliverable	Working Days	Day Rate	Total
Provision of Printer Infrastructure Specialist to work under the direction and control of the Buyer.	170 Days Optional 23-day extension subject to the Variation Procedure.	REDACTED	REDACTED
Reimbursable expenses			REDACTED
Sub Total			£88,400
SOW total (excluding VAT)			£88,400

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

Call-Off Ref: RM1043.8

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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.

Reimbursable Expenses:

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

A provision of £5,950 of Reimbursable expenses has been included in the Call-Off Contract Charges as set out in paragraph 4 above of this SOW.

5 Signatures and Approvals

Agreement of this SOW

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

For and on behalf of the Supplier

REDACTED

For and on behalf of the Buyer

REDACTED

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

Call-Off Ref: RM1043.8

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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:

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

Description	Details
Identity of Controller for each Category of Personal Data	<p>1. The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p>a. business contact details of Supplier Staff for which the Supplier is the Controller; and</p> <p>b. business contact details of any members of the public, directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the Buyer is the Controller.</p> <p>2. Buyer shall be a Controller for the purposes of Data Protection Legislation in respect of:</p> <p>a. opinions and responses provided (including any special category personal data that may be collected) during any research activity by:</p> <p>i. directors, officers, employees, agents, consultants, and contractors of Buyer; and</p> <p>ii. members of the public.</p>
Duration of the Processing	The duration of the Call-Off Contract
Nature and purposes of the Processing	<p>Supplier Processing</p> <p>Supplier Processing – is as set out broadly in the SOW's but is limited to viewing of, and consulting in relation to, personal data. The parties agree that:</p> <p>1. The Supplier will follow the Buyer's direction and guidelines on staff security</p> <p>Buyer systems, including role-based access controls and security standards. Where the Supplier is required</p>

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

Call-Off Ref: RM1043.8

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	<p>to grant user access, this will be undertaken at the Buyer's direction.</p> <p>2. Access for the Supplier to Buyer systems will be limited to Buyer provisioned laptops and approved USB devices.</p> <p>3. Any requirement to share data externally, such as with third parties for diagnostic purposes, is not to be undertaken by the Supplier and will remain the responsibility of the Buyer.</p>
Type of Personal Data	<p>1. Contact information (e.g. business e-mail address, telephone number etc.).</p> <p>2. Personal life information (e.g. life habits, family situation).</p> <p>3. Employment information (e.g. position, experience or employment history).</p> <p>4. Identification information (e.g. name, gender, image in communication systems, benefit case reference information).</p> <p>5. Data concerning health.</p> <p>6. Data revealing racial or ethnic origin.</p>
Categories of Data Subject	<p>1. Any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the Buyer is the Controller</p> <p>2. Members of the general public</p> <p>3. Supplier Staff engaged in the performance of the Supplier's duties under the SoW for which the Supplier is the Controller.</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>Delete or return as directed by the Buyer</p>