**THE SECRETARY OF STATE FOR WORK AND PENSIONS**

**AND**

**SOCIAL FINANCE**

**TEST AND LEARN DPS**

**[Project\_20559]**

**Version: 2.0**

**Schedule F2:**

**Order FORM Template AND CALL-OFF SCHEDULES**

**Part A - Order Form Template**

**Contract Number:** ecm\_9442

**From the ("Buyer "):** Employment Category

Department For Work and Pensions

Room 1S Zone M

Quarry House

Leeds

LS2 7UA

**To the ("SUPPLIER")**

**Name:** Social Finance

**Registered Address:** 92 Albert Embankment,

9th Floor,

Tintagel House,

London,

United Kingdom

SE1 7TY

**Registered Number:** 06402143

**DUNS Number:** 210184188

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. Completion and execution of a Call-Off Contract may be achieved using an equivalent document or electronic purchase order system. The text below should be copied into any electronic order forms.

**DPS CONTRACT:**

This Order Form is issued in accordance with and subject to the provisions of the Test and Learn DPS Contract with the reference number 20559 and dated 13th April 2020.

**CALL-OFF INCORPORATED TERMS**

The following documents shall be incorporated into this Call-Off Contract. If they conflict, the following order of precedence shall apply:

1. This Order Form other than the Paragraph entitled "Call-Off Tender".
2. The Core Terms (v2.0) and its Annex (Definitions)*.*
3. The following Schedules (each taking equal precedence):

C1 (Contract Management v1.0)

C2 (Security Requirements and Plan v1.0)

And the following optional Schedule (where applicable)

C3 (Welsh Language Scheme) - [Not Applicable]

1. The Call-Off Tender provided that any parts of the Call-Off Tender which offer a better commercial position for the Buyer (as decided by the Buyer) will take precedence over the documents above.

No other terms whether written on the back of, appended to this order, or presented at the time of delivery shall form part of the Call-Off Contract.

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| **1. CONTRACT PERIOD** |
| **(1.1) Start Date****2nd August 2021** |
| **(1.2)** **Expiry Date**Subject to earlier termination of the Contract in accordance with Clause 14 (Ending the Contract), the Call-Off Contract shall expire on **31st January 2022** |

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| **2. SERVICES REQUIREMENTS** |
| **(2.1) Services and Deliverables required****Individual Placement and Support - Capacity and Capability Building**The purpose of this Contract is to procure expertise to build support for the IPS Services being funded by the Buyer, in particular with regards to improving IPS Services reporting knowledge, uptake of IPS Services reporting and reporting accuracy and consistency. The two strands of activity in support of this requirement are summarised as follows:• Operational support for IPS Services which support IPS and IPSAD expansion;• Maintenance, support, enhancement, and promotion of the IPS Grow Reporting Tool to enable IPS Services to collect and report consistent and accurate outcomes.**Note: Project Management Plan to be Inserted once Agreed Post Tender****The documents attached below are the Suppliers Call Off Tender:**Commercial Submission:Pricing Proposal [REDACTED]Technical Submission:[2.3.1] Knowledge and Experience[2.4.1] Programme Design and Delivery[2.4.2] Project Plan[2.4.3] Risk Management[2.4.4] Governance[2.5.1] Training[2.6.1] Reporting and Monitoring[2.7.1] Mobilisation[2.7.2] ImplementationCommercially Sensitive Information:Annex Q – Commercially Sensitive Information |
| **(2.2) Specification**Specification IPSCCB Final |
| **(2.3) Categories under which the above Services are being supplied**T2.9 Support into Work (pre-employment support) |
| **(2.4) Delivery Premises (if applicable)** |
| N/A | **Buyer Premises (Y)** |
| **(2.5) Supplier's Outline Security Plan**Draft Security Plan |
| **(2.6) Special Terms**N/A |
| **(2.7) Supplier's Business Continuity and Disaster Recovery Plan**N/A |
| **(2.8) Disclosure and Barring Service and/or other required vetting checks**N/A |
| **(2.9) European Social Fund**N/A |

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| **3. PERFORMANCE OF THE SERVICES AND DELIVERABLES** |
| **(3.1) Performance Requirements**Payment of the Contractual Milestones as further detailed at Paragraph 4 of the Specification (Delivery Timescale and Milestones) is dependent on the achievement of the Service Levels below to the satisfaction of the Buyer: |
| **Category** | **Respective Performance Requirement Description including remediation period (if any)** | **Critical Service Failure where failure to achieve (Y/N)** |
| N/A | Post Contract Award Implementation meeting with the Authority | N |
| N/A | * Implementation period to commence engagement with IPS Services.
* PS Grow Reporting Tool and technical support established.
* Active outreach support scheduled.
 | N |
| N/A | * Active outreach delivered to IPS Services to provide them with tools, resources, and hands-on operational support.
* Actively promote the IPS Grow Reporting Tool and ensure full understanding by users to drive the increase in its use.
 | N |
| N/A | * IPS Services to have formed or joined existing CoPs.
* IPS Services have accessed free-to-use tools and resources e.g. web-based IPS Grow Reporting Tool.
* Webinars, attendance at CoP meetings and other sector meetings such as regional learning events to promote uptake of IPS Grow Reporting Tool and wider communications.
* Improvements to IPS Grow Reporting Tool have been identified and implemented to optimise quality of data/outputs such as amendments to dashboards, introduction and/or changes to metrics.
 | N |
| N/A | * Delivery of at least 3 workshops with services to onboard them onto the IPS Grow Reporting Tool evidencing sign-up and proactive engagement with IPS Services to ensure maximum uptake.
* Delivery of ongoing support for the IPS Grow Reporting Tool to optimise usage by services.
* Delivery of ongoing operational support.
 | N |
| N/A | Authority acceptance of Summary Report detailing the culmination of all activities highlighted in the specification and achieved by the Supplier, data and deliverables and the uptake of the IPS Grow Reporting Tool. | N |
| If the level of performance of the Supplier of any element of the Services during the Contract Period is a Service Failure which if it occurs would be identified as a Critical Service Failure in the table above, the Buyer shall be entitled to terminate this Call-Off Contract pursuant to such Clause 14.4.7. |
| **(3.2) Performance Monitoring Regime/Management Information**The Supplier must provide Management Information (MI) to the Buyer on a monthly basis (the first working day of the month reporting on the month preceding) throughout the contract period, as follows:* Progress against the Supplier’s Pricing Proposal, in keeping with the contractual payment model;
* Progress against the Supplier’s Project Management Plan, in keeping with the contractual milestones; and
* An updated IPR Activity Log.
* Management Information provided to the Buyer must include the metrics detailed within paragraph 6 of the Specification (Evaluation).

The Buyer will provide a reporting template and IPR Activity Log template to the Supplier within 5 working days of the contract commencement date, which the Supplier must use when updating the Buyer. For the avoidance of doubt the IP created during the period of this contract shall reside with the Buyer. |

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| **4. PRICE, PAYMENT**  |
| **(4.1) Charges payable by the Buyer (excluding VAT), and payment profile:**

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| --- | --- |
| **Milestone Payment:** | **Price (Ex VAT):** |
| **Milestone 1** | [REDACTED] |
| **Milestone 2** | [REDACTED] |
| **Milestone 3** | [REDACTED] |
| **Milestone 4** | [REDACTED] |
| **Milestone 5** | [REDACTED] |
| **Milestone 6** | [REDACTED] |
| **Total Contract Value (Milestones 1 to 6):** | [REDACTED] |

Payment of the Contractual Milestones is dependent on the achievement of Service Levels at 3.1 above to the satisfaction of the Buyer.For avoidance of doubt the scheduled Contractual Milestones are as follows:* Milestone 1: Authority sign off on Project Management Plan (20%).
* Milestone 2: Progress evidenced and delivered in line with Project Management Plan (16%).
* Milestone 3: Progress evidenced and delivered in line with Project Management Plan (16%).
* Milestone 4: Progress evidenced and delivered in line with Project Management Plan (16%).
* Milestone 5: Progress evidenced and delivered in line with Project Management Plan (16%).
* Milestone 6: Progress evidenced and delivered in line with Project Management Plan (16%).
 |
| **(4.2) Invoicing and Payment**The Supplier shall issue invoices in arrears and forward them to the Buyer as follows:The Supplier shall submit an invoice, as soon as possible and in any case within five (5) Working Days after confirmation from the Buyer that the relevant Contractual Milestone has been met by the Supplier. Invoices and Supporting Documentation shall be emailed, in PDF format to: APinvoices-DWP-U@sscl.gse.gov.ukThe Supplier shall include the following detail within an invoice:* all appropriate references, including the unique Purchase Order reference number, which will be supplied to the Supplier by the Buyer within ten (10) working days of the Start Date; and

a detailed breakdown of the Contractual Milestone(s) (if any) within this Contract to which the delivered Services relate. |

**METHOD OF PAYMENT**

[REDACTED]

**ADDRESS FOR NOTICES TO THE BUYER**

As set out at the top of this Order Form or email address: [REDACTED]@dwp.gov.uk or through Jaggaer system

**Authorised Processing List**

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| **Description Of Authorised Processing** | **Details** |
| Subject matter of the processing | Reporting of outcomes of IPS providers. No handling of personal data, just IPS providers  |
| Duration of the processing | 26 July 2021 – 31 January 2022 |
| Nature and purposes of the processing | Data analysis to better understand the drivers of service performance, provide benchmarks, and help national policymakers better understand the performance of services to inform future decision-making and IPS provision.The IPS Reporting Tool web-based benchmarking reporting tool used by IPS Services to support performance management and consistent reporting of outcomes |
| Type of Personal Data | NA  |
| Categories of Data Subject | Suppliers of IPS provision |
| Plan for return and destruction of the data once the processing is completeUNLESS requirement under European Union or European member state law to preserve that type of data | The intention is that the data held within the Reporting Tool will be transferred to DWP from the end of January 2022. The Supplier shall produce an Exit Plan (format to be determined by the Buyer) to be submitted to the Buyer by 31 August 2021 to be agreed by both parties and will reflect this obligation and the roles and responsibilities of both parties. |

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| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: | [REDACTED] | Signature: | [REDACTED] |
| Name: | [REDACTED] | Name: | [REDACTED] |
| Role: | [REDACTED] | Role: | [REDACTED] |
| Date: | [REDACTED] | Date: | [REDACTED] |

**Part B**

**Call-Off Schedules**

C1 Contract Management

C2 Security Requirements and Plan