#### **Order Form**

CALL-OFF REFERENCE: Project 25538

CALL-OFF TITLE: Sentinel – Specialist Infrastructure Engineer

CALL-OFF CONTRACT

DESCRIPTION: Provision of a Specialist Infrastructure Engineer

THE BUYER: Department for Work and Pensions

BUYER ADDRESS Department for Work & Pensions

Caxton House Tothill Street Westminster

London SW1H 9NA

THE SUPPLIER: Lucid Support Services Limited

SUPPLIER ADDRESS: 8 Clarendon Drive,

Wymbush

Milton Keynes

**MK8 8ED** 

REGISTRATION NUMBER: 04419473

DUNS NUMBER: 424318017

SID4GOV ID: N/A

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This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated, 06.01.2023

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 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):

DSP 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)
    - o Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)

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- Joint Schedule 13 (Cyber Essentials)
- Call-Off Schedules for RM6263 Call-Off Schedules for RM6263
  - Call-Off Schedule 3 (Continuous Improvement)
  - o Call-Off Schedule 5 (Pricing Details and Expenses Policy)
  - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliveries)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - o Call-Off Schedule 18 (Background Checks)
  - o Call-Off Schedule 20 (Call-Off Specification)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6263

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 – Framework Special Term 1 – Clause 10.2.2 (Ending the Contract without a reason) is amended as follows: "Both the Buyer and the Supplier has the right to terminate the Call-Off Contract or any Statement of Work at any time without reason by giving the Supplier not less than: (a) 30 days for a Statement of Work; or (b) 30 days for the Call-Off Contract, 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."

Call-Off Special Term 2 – The Buyer will confirm timesheets on a weekly basis with the Supplier on "LogMyHours" system.

CALL-OFF START DATE: 09/01/2023

CALL-OFF EXPIRY DATE: 31/03/2023

CALL-OFF INITIAL PERIOD: 0 Years, 3 Months

CALL-OFF OPTIONAL EXTENSION PERIOD:

MINIMUM NOTICE PERIOD

FOR EXTENSION(S): To be agreed by both parties

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CALL-OFF CONTRACT VALUE: £37,940 (exclusive of VAT). The figure includes 60

working days at the day rate of £599 and the remaining value to cover any expenses that may arise and are in

line with the DWP Expense Policy.

KEY SUB-CONTRACT PRICE: N/A

#### **CALL-OFF DELIVERABLES**

Deliverable	Day Rate	Location
Specialist Infrastructure Engineer – SFIA Level 4	-	Home working and attendance if required at Newcastle (prime
Specific deliverables will include but will not be limited to the following:		location), Leeds and London (non-prime locations).
Co-Design, Develop, Deploy and Review Sentinel Analytics rules		
Co-Design, Develop, Deploy and Review Sentinel Workbooks and Notebooks		
Co-Design, Develop, Deploy and Review Sentinel automation and integration playbooks		
Configure and optimise (health and cost) DWP Sentinel connected Log Analytics Workspace		
Co-Design, Develop, Deploy and Review DWP SysLog Connector		

#### **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 FrameworkSchedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

#### **CYBER ESSENTIALS SCHEME**

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (Cyber

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Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.



#### **MAXIMUM LIABILITY**

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

"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 £37,940 (exclusive of VAT).

#### **CALL-OFF CHARGES**

Time and Materials (T&M);

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

Specific Change in Law

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.

#### **REIMBURSABLE EXPENSES**

**DWP Expenses Policy** 



Accommodation and

#### **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

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#### **BUYER'S AUTHORISED REPRESENTATIVE**

Claire Barnes

Commercial Lead

#### **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:



#### **BUYER'S SECURITY POLICY**

Available online further information can be found here:

https://www.gov.uk/government/publications/security-policy-framework

#### **SUPPLIER'S AUTHORISED REPRESENTATIVE**

#### **SUPPLIER'S CONTRACT MANAGER**

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#### PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

#### PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

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#### **KEY STAFF**

. . . . . . . .

Senior Infrastructure Specialist Worker Employment Status - Inside IR35.

#### **KEY SUBCONTRACTOR(S)**

Not applicable

#### **COMMERCIALLY SENSITIVE INFORMATION**

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.

#### 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 be	half of the Supplier:	For and on bel	nalf of the
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		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 Annex1 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			
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 Contact.		
The details set out within this SOW apply only in relation to the Deliverables detailed herein and will notapply 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:	, ·		
SOW Title:	Sentinel – Specialist Infrastructure Engineer		
SOW Reference:	001		

Call-Off Contract Reference:	
Buyer:	The Department for Work and Pensions
Supplier:	Lucid Support Services Limited
SOW Start Date:	9 <sup>th</sup> January 2023
SOW End Date:	31 <sup>st</sup> March 2023
Duration of SOW:	60 working days
Key Personnel (Buyer)	
Key Personnel (Supplier)	Paul Hughes – Government Digital Services Rachel Lovely – Operations Manager Daniel Loud – Public Sector Services
Subcontractors	N/A

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT			
SOW Deliverables Background	The Department for Work and Pensions require a Specialist Infrastructure Engineer to support delivery of the Sentinel Project.		
Delivery phase(s)	N/A		
Overview of Requirement	The requirement is for the resource to work alongside DWP personnel.		
Accountability Models			

Outcome Description	Resource Type: Specialist Infrastructure Engineer Security Level: Location: Home working and attendance if required at Newcastle, Leeds, London. Start Date: 09.01.23 End Date: 31.03.23 Day Rate:				
Milestone Ref	Milestone Description Acceptance Criteria Due date				
N/A					
Delivery Plan	The provision of a Specialist Infrastructure of this SOW.	Engineer in accordance with Section 3 (Buyer I	Requirements)		
Dependencies	Register 3. Buyer will provide, at no cost to the Supplier, laptops and necessary devices for Supplier staff to form the Services. The Buyer will provide, at no cost to the Supplier, necessary network access, tooling and sof early staff to deliver required services. The Buyer will provide, at no cost to the applier, the necessary office space, computers and facilities reasonably required for Supplier Personnel				
Supplier Resource Plan	The provision of resource is in accordance with Section 3 (Buyer Requirements) of this SOW.				
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 Requirement  of Call-Off Schedule 9 (Security).  The Supplier agrees to the additional Buyer standard clauses in respect of Security				
	operate with the Buyer in relation to the Services.  b. For the avoidance of doubt, the any action required to meet the secural Any failure by the Supplier to comply Work, shall constitute a material Defarights under clause 10.4.1 of the Core  2. Security Audit and Assurance a. The Supplier shall, and shall promplete the information security quantiformation Security Questionnaire. Supplier shall provide the completed within one calendar month from the control of the supplier shall schedule regular.	rocure that any Sub-contractor (as applica estionnaire in the format stipulated by the at least annually or at the request by the Information Security Questionnaire to the	undertaking ent of Work. tement of exercise its  ble) shall, e Buyer (the Buyer. The Buyer		

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### 3. **Security Policies and Standards** The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the security policies and standards set out in paragraph 4 below. 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. The Supplier shall and shall procure 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** The Buyer's security policies are published on: a. DWP procurement: security policies and standards - GOV.UK (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 (published on HMG personnel security controls - GOV.UK (www.gov.uk) **Cyber Essentials** The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for Scheme the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme). **SOW Standards** N/A **Performance** N/A Management

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 Annex1 attached to this Statement of Work.					
Key Supplier Staff	- Specialist Infrastructure Engineer					
Worker Engagement Status	V Engage	visions set out in the embedded documents b  Vorker ement Status  PDF  Assessment -	elow shall apply to th	is SOW.		
SOW Reporting Requirements	15 (Cal	r to the Supplier providing the management in I-Off Contract Management), the Supplier sha ement information under and applicable to th	II also provide the fol			
	1.	[Resource Data for Annual Report &				
	1.1	Accounts]  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:  a. Supplier Staff Name(s) b. Start and End date of the Engagement c. The contracted Day Rate of the Supplier Staff d. Is (Are) the Supplier Staff on a payroll and are deductions of PAYE and National Insurance made at source? Yes/No	all roles	upon reasonable request from the Buyer		

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4. CHARGES	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 (irrespect £37,940 (exclusive of VAT)  The Charges detailed in the financial model shall be in Call-Off Contract.  INVOICING:  APinvoices-DWP-U@gov.sscl.com  Paper invoices should be sent to; SSCL, PO Box 406, Phoenix House, Celtic Springs, Newport NP10 8FZ			
Rate Cards Applicable	As per the schedules above.			
Financial Model	Deliverable Specialist Infrastructure Engineer – SFIA Level 4	Day Rate		
Reimbursable Expenses	Please refer to DWP Expense Policy as embedded in t	the Order Form.		

#### 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	Name and title  Date Signature			
For and on behalf of the Buyer	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				
Identity of Controller for each Category of	The Relevant Authority is Controller, and the Supplier is Processor				
Personal Data	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:				
	<ul> <li>For all and any personal data accessed during the posting, the Relevant Authority is the Controller. This may include but is not limited to:</li> </ul>				
	Personal Identifiable data for customers				
	Special category information for customers				
	Special category information for agents				
	The Supplier is Controller and the Relevant Authority is Processor				
	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 3 to paragraph 16 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:				
	Business contact details of Supplier Personnel for which the Supplier is the Controller,				
	<ul> <li>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</li> </ul>				

	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 useby the Relevant Authority]
Duration of the Processing	9 <sup>th</sup> January 2023 – 31 <sup>st</sup> March 2023
Nature and purposesof the Processing	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.
	The purpose might include: employment processing, statutory obligation, recruitment assessment etc
Type of Personal Data	<ul> <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	Customers/ clients, suppliers, members of the public, users of a particular website etc.
Plan for return and destruction of the data once the Processing is complete	Data will be accessed for the term of the contract. No data is transferred to supplier as part of this service.
UNLESS requirement under Union or Member State law to preserve that type of data	

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