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Service

## Digital Outcomes and Specialists 5 (RM1043.7)

### Framework Schedule 6 (Order Form)

Version 1.0

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

**Call-Off Reference:** Digital Marketplace advert ID 18015

**Project Number:** 25186

**Call-Off Title:** Service Now Developer

**Call-Off Contract Description:** The specialist will need to be a highly experienced ServiceNow Developer. Managing day to day support, technical leadership and guidance, Upholding DWP values and working within Government Digital Standards.

**The Buyer:** REDACTED

**Buyer Address:**

REDACTED

**The Supplier:** REDACTED

**Supplier Address:** REDACTED

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

### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 7/10/22

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists 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**

**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) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.7
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for RM1043.7
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - 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)

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

- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security) ○ Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 13 (Implementation Plan and Testing) ○ Call-Off Schedule 20 (Call-Off Specification) ○ Call-Off Schedule 26 (Cyber Essentials Scheme)

5 CCS Core Terms (version 3.0.9)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

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:

#### **Special Term 1:**

In addition to the provisions of Call-Off Schedule 7 [Key Supplier Staff], the Supplier shall provide the information set out below to the Buyer and shall comply with the obligations set out below, so that the Buyer can comply with its obligations with regards to the off-payroll working regime.” For the purposes of this Call-Off Contract, the following definition of Supplier Staff shall apply, “Supplier Staff means an individual who is personally providing their services in relation to the Call-Off Contract.”

1.1 Supplier Staff Name(s)

1.2 Start and End date of the Engagement

1.3 The contracted Day Rate of the Supplier Staff

1.4 Is the Supplier Staff on a payroll and are deductions of PAYE and National Insurance made at source? Yes/No

1.5 If “yes”, please provide fee payer details for each of the Supplier Staff (eg, Supplier PAYE, Agent PAYE, Umbrella Company)

1.6 If “no”, the Buyer will complete an IR35 Check Employment Status for Tax (CEST) Role Assessment and confirm to the SUPPLIER whether the off payroll rules apply or do not apply.

1.7 Where a CEST Role Assessment is undertaken in accordance with para 1.6, the Buyer will issue Status Determination Statement(s) applicable to the Supplier Staff and the Supplier will notify the outcome to the Supplier Staff. The Supplier will accept the outcome of the Status Determination Statement.

1.8 The Supplier must notify the Buyer If the employment status of the Supplier Staff for tax purposes changes so that a fresh determination may be made as set out at 1.2 to 1.7 above

1.9 The provisions at 1.2 to 1.7 above must be reviewed in the event of any proposed changes to this Order

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

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Call-Off Start Date: 1<sup>st</sup> November 2022

Call-Off Expiry Date: 31<sup>st</sup> March 2023

Call-Off Initial Period: 103 working days

Call-Off Optional Extension Period: 26 Days

Minimum Notice Period for Extensions: 10 Working Days Call-Off

Contract Value: REDACTED.

### **Call-Off Deliverables**

For the provision of a Service Now Developer specialist resource.

Maximum of 103 working days between 01/11/22 and 31/03/23. This excludes any extension period.

A hybrid working practice will be applied, with services being carried out by the Supplier remotely with attendance at Benton Park, Newcastle when required. The specialist will be required to be online between the hours of 8:00AM - 17:00PM.

The ServiceNow Developer will provide support, leadership and guidance. This will include coaching, mentoring and supporting within the team, taking responsibility for their decisionmaking and their professional development.

Responsible for large blocks of work, employees in varied disciplines and with a wide span of leadership, breaking down user stories into tasks.

### **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:

The Supplier will comply with all applicable Buyer standards, processes, policies, and procedures. The Buyer shall identify what standards, processes, policies and procedures are applicable from time to time and provide to the Supplier accordingly.

### **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 REDACTED

### **Call-Off Charges**

#### **1 Time and Materials (T&M)**

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.

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

**Payment Method**

Payment method is via BACS monthly in arrears.

**Buyer's Invoice Address**

REDACTED

**Buyer's Authorised Representative**

REDACTED

**Buyer's Security Policy**

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-andstandards>

**Supplier's Authorised Representative**

REDACTED TABLE

**Progress Report Frequency**

To be organised as required by the Buyer in line with the work being carried out.

**Progress Meeting Frequency**

To be organised as required by the Buyer in line with the work being carried out. Attendees should include key staff responsible for the direct delivery of the services.

**Key Staff DWP**

REDACTED

**Supplier Key Staff**

REDACTED TABLE

**Key Subcontractor(s)**

N/A

**Commercially Sensitive Information**

N/A

**Balanced Scorecard**

N/A

**Material KPIs**

N/A

**Additional Insurances**

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N/A

**Guarantee**

N/A

**Social Value Commitment**

Typical Social Value associated with DOS5 procurement stated in Joint Schedule 5 (Corporate Social Responsibility) and covered off within the Framework Core Terms.

**Statement of Works**

N/A

**For and on behalf of the Supplier:**

REDACTED

**For and on behalf of the Buyer:**

REDACTED

## **Appendix 1**



## **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:** 7/10/22

**SOW Title:** ServiceNow Developer

**SOW Reference:** SOW001

**Call-Off Contract Reference:** Project\_25186

**Buyer:** Department for Work and Pensions

**Supplier:** Modis International

**SOW Start Date:** 01/11/2022

**SOW End Date:** 31/03/2023

**Duration of SOW:** 103 working days

**Key Personnel (Buyer):** REDACTED

**Key Personnel (Supplier):**  
REDACTED

**Subcontractors:** N/A

## **2 Call-Off Contract Specification – Deliverables Context SOW Deliverables Background**

ServiceNow Developer providing support, leadership and guidance This will include coaching, mentoring and supporting the team, taking responsibility for their decision-making and their professional development.

Responsible for large blocks of work, employees in varied disciplines and with a wide span of leadership, breaking down user stories into tasks.

**Delivery phase(s):** To be determined by DWP senior stakeholder.

## **3 Buyer Requirements – SOW Deliverables**

**Dependencies:** For the ServiceNow Developer to undertake the detailed deliverables, DWP are to provide:

- All reasonably required equipment
- Access to all relevant systems, files, collaboration tools, etc.
- Availability of key technical and business resource (internal and external)

**Supplier Resource Plan:** N/A **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).

**SOW Standards:**

The Supplier will comply with all applicable Buyer standards, processes, policies, and procedures. The Buyer shall identify what standards, processes, policies and procedures are applicable from time to time and provide to the Supplier accordingly

**Performance Management:** N/A

**Additional Requirements:**

**Annex 1** – The supplier will not be handling or processing any Personal Data or other sensitive data under this contract.

**Key Supplier Staff:**  
**REDACTED TABLE**

**SOW Reporting Requirements:**

N/A

## **4 Charges**

**Call Off Contract Charges:**

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

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 REDACTED.

**Rate Cards Applicable:**  
REDACTED

**Reimbursable Expenses:**

The Supplier will be responsible for any travel and expenses to the base location for each statement of work. Any travel required in addition to/or outside of the specified locations will only be paid if agreed in advance with DWP and in line with the DWP Travel and Expenses Policy.



DWP Travel  
Policy2.pdf

## 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