Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: Project_26136 ECM_11636

CALL-OFF TITLE: Fraud, Counter Fraud and Error Management

System (CFEMS) Development & Migration

Strategic Resources Requirement

CALL-OFF CONTRACT

DESCRIPTION: Provision of Augmented resources to support

activity in Fraud, Error & Debt (FED) - CFEMS

Development & Migration project

THE BUYER: The Department of Work & Pensions

BUYER ADDRESS Caxton House, Tothill Street, London, SW1H 9NA

THE SUPPLIER: Coforge UK Limited

SUPPLIER ADDRESS: 8 Fenchurch Place, EC3M 4AJ

REGISTRATION NUMBER: 02648481

DUNS NUMBER: 769940305

SID4GOV ID: NA

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 2nd January 2024 date of issue.

Framework Ref: RM6263 Project Version: v1.0

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):

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)
 - o Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - o Joint Schedule 6 Not applicable
 - Joint Schedule 7 (Financial difficulties)
 - Joint Schedule 8 (Guarantee)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - o Joint Schedule 12 Not applicable
 - Joint Schedule 13 (Cyber Essentials)
 - Call-Off Schedules for RM6263
 - o Call-Off Schedule 1 (Transparency Reports)
 - o Call-Off Schedule 2 Not applicable
 - o Call-Off Schedule 3 (Continuous Improvement)

- o Call-Off Schedule 5 (Pricing Details and Expenses Policy)
- o Call-Off Schedule 6 (Intellectual Property Rights and Additional
- Terms on Digital Deliveries)
- o Call-Off Schedule 7 Not applicable
- o Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security) Long form
- Call-Off Schedule 10 (Exit Management)
- o Call Off Schedule 12 Not applicable
- o Call-Off Schedule 13 Not applicable
- o Call-Off Schedule 14A Not applicable
- o Call-Off Schedule 14B Service Levels and Balanced Scorecard-
- Call-Off Schedule 15 (Contract Management)
- Call-Off Schedule 16 Not applicable
- o Call -Off Schedule 17 Not applicable
- o Call-Off Schedule 18 Not applicable
- o Call-Off Schedule 19 Not applicable
- o Call-Off Schedule 20 (Call-Off Specification)
- o Call-Off Schedule 21 Not applicable
- o Call-Off Schedule 23 Not applicable
- o Call-Off Schedule 25 Not applicable
- o Call-Off Schedule 26 Not applicable
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6263
- 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:

Call-Off Special Term 1 - Framework Special Term 1 - Clause 10.2.2 (Ending the Contract without a reason) is amended as follows: "Each Buyer has the right to terminate their 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 – Framework Special Term 2 – Clause 10.1.2 (Contract Period) is amended as follows: "The Relevant Authority can extend the Contract for

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the Extension Period by giving the Supplier no less that 30 Days' written notice before the contract expires."

Call-Off Special Term 3 – Supplier Staff

Where the Supplier requires changes to the Supplier Staff used to provide the Services, the notice period for any change shall be 20 Working Days in writing from the Supplier to the Buyer, to allow for the allocation of Buyer devices;

The Supplier shall notify the Buyer promptly of the absence of any Supplier Staff other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that role;

The Supplier shall ensure that any role previously held by a member of Supplier Staff is not vacant (which, for the avoidance of doubt, means that a replacement for the relevant role has been named) for any longer than ten (10) Working Days;

The Supplier shall ensure that all arrangements for planned changes in Supplier Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables;

The Supplier shall ensure that any replacement for a role has a level of qualifications and experience appropriate to the relevant role and is fully competent to carry out the tasks assigned to the Supplier Staff whom he or she has replaced;

The Buyer may require the Supplier to remove any Supplier Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Supplier Staff.

Special Term 4 – Working Day

A Working Day is defined as the number of hours to be worked in a Workday. For the purposes of this Call-Off Contract, a Workday is seven (7.5) hours.

CALL-OFF START DATE: 02 January 2024

CALL-OFF EXPIRY DATE: 01 January 2025

CALL-OFF INITIAL PERIOD: 12 months

CALL-OFF OPTIONAL

EXTENSION PERIOD: 25% of the initial contract (3 months)

MINIMUM NOTICE PERIOD

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4

FOR EXTENSION(S): 30 Days

CALL-OFF CONTRACT VALUE: Initial Contract term value is £3,630,430

(excluding VAT), £4,356,516 (including VAT). The maximum contract value excludes the optional 25% extension.

See SoW001 for initial contract

commitment.

KEY SUB-CONTRACT PRICE: N/A

CALL-OFF DELIVERABLES

The Parties intend to execute the following one (1) separate Statement of Work upon the Start Date:

(a) SOW 001

which shall, upon their respective signatures, be incorporated into Annex 1 to this Call-Off Contract and include the associated Deliverables. The Parties may execute further Statements of Work in accordance with "Statement of Works" below.

Below is an example set of roles that the Supplier may be requested to provide over the Term of the Call-Off Contract which is subject to agreement between the Parties in each Statement of Work:

[REDACTED]

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

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MAXIMUM LIABILITY

1. 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.

"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 £4,356,516 Inclusive of VAT. Estimated Charges in the first 12 Months of the Contract £4,356,516 Inclusive of VAT.

2. Clause 11.6 of the Core Terms is amended to read as follows for the purposes of this Call-Off Contract: "In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the lower of Data Protection Liability Cap or 125% of the of the Estimated Yearly Charges.."

CALL-OFF CHARGES

Summarise the Charging method(s) Buyer has selected below and which are incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy):

(1) Time and Materials (T&M);

See details in Call-Off Schedule 5 (Pricing Details and Expenses Policy) for further details.

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

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DWP Expense Policy



PAYMENT METHOD

The payment method for this Call-Off Contract is **BACS** made monthly in arrears.

BUYER'S INVOICE ADDRESS:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

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:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attach ment data/file/1054373/Guidance-on-adopting-and-applying-PPN-06 21- -Selection-Criteria-Jan22 1 .pdf

BUYER'S SECURITY POLICY

Available online further information can be found here:

<u>Security policy framework: protecting government assets - GOV.UK (www.gov.uk)</u>

DWP Enhanced Security Terms



DWP%20Enhanced% 20Security%20Schedu

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

Worker Engagement Status inside IR35.

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4 (Commercially Sensitive Information).

(1) BALANCED SCORECARD

Please refer to Call-Off Schedule 14B Service Levels and Balanced Scorecard

(2) [SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

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: For and on behalf of the Buyer:	
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Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	21/12/2023	Date:	22/12/23

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 Annex 1 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 not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

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Date of SOW:	02/01/2024
SOW Title:	Shared Channels Experience - Fraud, Counter Fraud and Error Management System (CFEMS) Development & Migration Strategic Resources Requirement
SOW Reference:	SoW001
Call-Off Contract Reference:	Project_26136 ECM_11636
Buyer:	The Department for Work & Pensions
Supplier:	Coforge UK Limited
SOW Start Date:	02 January 2024
SOW End Date:	31 March 2024
Duration of SOW:	3 months
Key Personnel (Buyer)	[REDACTED]
Key Personnel (Supplier)	[REDACTED]
Subcontractors	Not applicable

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT		
SOW Deliverables Background	The Fraud, Error & Debt sub category within Shared Channels Experience requires the provision of augmented resources to support departmental wide activity in a post pandemic environment.	
Delivery phase(s)	N/A	
Overview of Requirement	The requirement is for augmented resource to form a rainbow team alongside DWP Personnel.	

Accountability Models	Please tick the Accountability Model(s) that shall be used under this Statement of Work:
	Sole Responsibility: □
	Self Directed Team: □
	Rainbow Team:

3. BUYER REQUIREMENTS – SOW DELIVERABLES			
Outcome Description	[REDACTED]		
Milestone Ref	Milestone Description	Acceptance Criteria	Due date
MS01	N/A		
MS02	N/A		

	ı	
Delivery Plan	The provision of resources is in accordance with Section 3 (Buyer Requirements) of this SOW.	
Dependencies	The Buyer will provide, at no cost to the Supplier, laptops and necessary devices for Supplier staff to perform the Services. The Buyer will provide, at no cost to the Supplier, necessary network access, tooling and software's for Supplier staff to deliver required services. The Buyer will provide, at no cost to the Supplier, the necessary office space, computers and facilities reasonably required for Supplier Personnel to perform the Services on site at Buyer Premises	
Supplier Resource Plan	The provision of resources 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 Requirements) of Call-Off Schedule 9 (Security). The Supplier agrees to the additional Buyer standard clauses in respect of Security Requirements listed below.	
	 1. Risk Management: a. The Supplier shall and shall procure that any Sub-contractor (as applicable) shall, co-operate with the Buyer in relation to the Buyer's own risk management processes regarding the Services. b. For the avoidance of doubt, the Supplier shall pay all costs in relation to undertaking any action required to meet the security requirements stipulated in this Statement of Work. Any failure by the Supplier to comply with any security requirements of this Statement of Work, shall constitute a material Default entitling the Contracting Authority to exercise its rights under clause 10.4.1 of the Core Terms. 	
	 2. Security Audit and Assurance: a. The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, complete the information security questionnaire in the format stipulated by the Buyer (the "Information Security Questionnaire") at least annually or at the request by the Buyer. The Supplier shall provide the completed Information Security Questionnaire to the Buyer within one calendar month from the date of request. b. The Buyer shall schedule regular security governance review meetings which the Supplier shall and shall procure that any Sub-contractor (as applicable) shall, attend. 	
	3. Security Policies and Standards	
	 a. 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. b. 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. c. 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. **Security Policies and Standards** a. The Buyer's security policies are published on: 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 Security** The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate Standards for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme). N/A **SOW Standards** Please refer to Call-Off Schedule 14B Service Levels and Balanced Scorecard Refer **Performance** Management Annex A to Part A: Services Levels Table: The supplier will use all reasonable endeavours to meet the KPI's. Additional 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 Requirements 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** NA NΑ NΑ **Worker Engagement** Yes Status The provisions set out in the embedded document below shall apply to this SOW.

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The supplier must confirm in writing prior to the commencement of each statement of work that the resources deployed to deliver the services are employees (with PAYE tax and NI deducted at source).





Off-payroll working rules (IR35) apply – Guidance – GOV.UK.pdf

SOW Reporting Requirements:

Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call-Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Service does this apply to?	Required regularity of Submission
1.	Resource Data for Annual Report & Accounts		
1.1	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 e. If "yes", please provide fee payer details for each of the Supplier Staff (eg, Supplier PAYE, Agent PAYE, Umbrella Company)	all roles	upon reasonable request from the Buyer

4. CHARGES Call Off Contract Charges The applicable charging method(s) for this SOW is: • Time and Materials

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The estimated maximum value of this SOW (irrespective of the selected charging method) is £2.041.956 Inclusive of VAT. The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract. **INVOICING:** Electronic Invoices (attached to E-Mails) should be sent to: [REDACTED] A copy should also be emailed to **[REDACTED] Rate Cards** [REDACTED] SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule Applicable 5B (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW. **Financial** Time & Materials Model Reimbursable Please refer to DWP Expense Policy as embedded in the Order Form **Expenses**

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	[REDACTED]
	Date	21/12/2023
	Signature	[REDACTED]
For and on behalf of the Buyer	Name and title	[REDACTED]
		[REDACTED] 22/12/2023

ANNEX 1 Data Processing

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11

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(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 Personal Data	The Relevant Authority is Controller, and the Supplier is Processor 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: Citizen details - name, address, NI number etc. Ability to update personal information Citizen contact history Past payment information Future payment information Access to Proof of benefit (to enable download) Citizen evidence upload Online notifications	
	 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, 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, the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) 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 use by the Relevant Authority 	
Duration of the Processing	The duration of this Call-Off Contract	

Nature and purposes of 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	 Citizen details - name, address, NI number etc. Ability to update personal information Citizen contact history Past payment information Future payment information Access to Proof of benefit (to enable download) Citizen evidence upload Online notifications
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 UNLESS requirement under Union or Member State law to preserve that type of data	Data will be accessed for the term of the contract. No data is transferred to supplier as part of this service.