

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

Order Form

CALL-OFF REFERENCE:	Project_25490
CALL-OFF TITLE:	Shared Channels Experience - Mid-life Digital MOT
CALL-OFF CONTRACT DESCRIPTION:	Provision of Augmented Resources to support the DWP Shared Channels Experience Team – Mid-Life Digital MOT Project.
THE BUYER:	The Department of Work & Pensions
BUYER ADDRESS	Caxton House, Tothill Street, London, SW1H 9NA
THE SUPPLIER:	Cognizant Worldwide Limited
SUPPLIER ADDRESS:	1 Kingdom Street, London, W2 6BD
REGISTRATION NUMBER:	FC024125
DUNS NUMBER:	216654505
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 23/12/2022 date of issue.

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)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 13 (Cyber Essentials)
 - Call-Off Schedules for RM6263
 - Call-Off Schedule 2 (Staff Transfer) – Parts C and E only
 - 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 Deliveries)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security) Short form

- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 14B Service Levels and Balanced Scorecard-
- Call-Off Schedule 18 (Background Checks)
- 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: “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) 15 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 START DATE: 23rd January 2023

CALL-OFF EXPIRY DATE: 31st March 2023

CALL-OFF INITIAL PERIOD: 10 Weeks

CALL-OFF OPTIONAL
EXTENSION PERIOD: N/A

MINIMUM NOTICE PERIOD
FOR EXTENSION(S): N/A

CALL-OFF CONTRACT VALUE: Initial Contract term £ 221,100 Inclusive of VAT, see SOW01 for initial order value.

KEY SUB-CONTRACT PRICE: N/A

CALL-OFF DELIVERABLES

Deliverable	Home Day Rate	Location
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]

[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[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.

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 **£189,300 Inclusive of VAT**. Estimated Charges in the first 12 Months of the Contract. **£189,300 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

DWP Expense Policy



Annexure 2 - DWP
Travel Policy2 - Apr 20

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]

Caxton House, 1 Tothill Street, London, SW1H 9NA

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/attachment_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:

[Security policy framework: protecting government assets - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/security-policy-framework-protecting-government-assets)

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

[Redacted]

Permanent employee

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 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 behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[Redacted]	Signature:	[Redacted]

Name:	[Redacted]	Name:	[Redacted]
Role:	[Redacted]	Role:	[Redacted]
Date:	Feb 6, 2023	Date:	Feb7, 2023

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	
<p>Upon execution, this SOW forms part of the Call-Off Contract (reference below).</p> <p>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.</p> <p>All SOWs must fall within the Specification and provisions of the Call-Off Contract.</p> <p>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.</p>	
Date of SOW:	23/01/2023
SOW Title:	Shared Channels Experience Mid-Life Digital MOT

SOW Reference:	001
Call-Off Contract Reference:	Project_25490
Buyer:	The Department for Work & Pensions
Supplier:	Cognizant Worldwide Limited
SOW Start Date:	23 rd January 2023
SOW End Date:	31 st March 2023
Duration of SOW:	10 Weeks
Key Personnel (Buyer)	[Redacted]
Key Personnel (Supplier)	[Redacted]
Subcontractors	

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT	
SOW Deliverables Background	<i>The Department for Work & Pensions require a number of augmented resources to support in the delivery of the Mid-Life Digital MOT Project</i>
Delivery phase(s)	N/A
Overview of Requirement	The requirement is for a team of augmented resources to form a rainbow team alongside DWP Personnel.



Accountability Models	<p><i>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</i></p> <p>Sole Responsibility: <input type="checkbox"/></p> <p>Self Directed Team: <input type="checkbox"/></p> <p>Rainbow Team: <input checked="" type="checkbox"/></p>
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3. BUYER REQUIREMENTS – SOW DELIVERABLES

Outcome Description	<p>The Supplier shall provide Supplier Staff to work in a Rainbow Team, on a Time and Materials basis, under the direction of the Buyer, for the period of time specified in this Statement of Work. The Services will be performed at the Buyers premises in Benton Park View, Newcastle or remotely. Travel to other locations will be subject to agreement between the Parties, with expenses.</p> <p>The table below shows the Supplier's resources profile as at the Effective Date of this Statement of Work.</p> <table border="1" style="width: 100%; text-align: center;"> <thead> <tr> <th>Resource Type</th> <th>Security Level</th> <th>Location</th> <th>Start Date</th> <th>End Date</th> </tr> </thead> <tbody> <tr><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td></tr> <tr><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td></tr> <tr><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td></tr> <tr><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td></tr> <tr><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td></tr> <tr><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td></tr> </tbody> </table>			Resource Type	Security Level	Location	Start Date	End Date	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
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Milestone Ref	Milestone Description	Acceptance Criteria	Due date																																			
MS01	N/A																																					
MS02	N/A																																					

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:	<p>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).</p> <p>The Supplier agrees to the additional Buyer standard clauses in respect of Security Requirements listed below.</p> <p>1. Risk Management:</p> <ul style="list-style-type: none"> 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. <p>2. Security Audit and Assurance:</p> <ul style="list-style-type: none"> 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. <p>3. Security Policies and Standards</p> <ul style="list-style-type: none"> 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 		

	<p>Variation shall be agreed by the Parties in accordance with clause 24 of the Core Terms.</p> <p>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.</p> <p>4. Security Policies and Standards</p> <p>a. The Buyer’s security policies are published on: DWP procurement: security policies and standards - GOV.UK (www.gov.uk)</p> <p>b. The Supplier will be required to comply with:</p> <ul style="list-style-type: none">• 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 <p>(published on HMG personnel security controls - GOV.UK (www.gov.uk))</p>						
Cyber Security Standards	The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme).						
SOW Standards	N/A						
Performance Management	Please refer to Call–Off Schedule 14B Service Levels and Balanced Scorecard Refer Annex A to Part A: Services Levels Table: The supplier will use all reasonable endeavours to meet the KPI’s.						
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	<table><tr><th>Key Role</th><th>Key Staff</th><th>Contract Details</th></tr><tr><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td></tr></table>	Key Role	Key Staff	Contract Details	[Redacted]	[Redacted]	[Redacted]
Key Role	Key Staff	Contract Details					
[Redacted]	[Redacted]	[Redacted]					
Worker Engagement Status	<p>Yes</p> <p>The provisions set out in the embedded document below shall apply to this SOW.</p> <p>Worker engagement status inside IR35</p> <p>All Supplier resources will be inside IR35. The Supplier confirms that all resources deployed to deliver the Services under this Order Form / SOW are PAYE and Tax and NI deductible at source.</p>						

	<div><div> Worker Engagement Status</div><div> cest.pdf</div></div>												
SOW Reporting Requirements:	<p>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:</p> <table><tr><th>Ref.</th><th>Type of Information</th><th>Which Service does this apply to?</th><th>Required regularity of Submission</th></tr><tr><td>1.</td><td colspan="3">[Resource Data for Annual Report & Accounts]</td></tr><tr><td>1.1</td><td>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)</td><td>all roles</td><td>upon reasonable request from the Buyer</td></tr></table>	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
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4. CHARGES	
Call Off Contract Charges	<p>The applicable charging method(s) for this SOW is:</p> <ul style="list-style-type: none"> Time and Materials <p>The estimated maximum value of this SOW (irrespective of the selected charging method) is £189,300 Inclusive of VAT</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract</p> <p>INVOICING: Electronic Invoices (attached to E-Mails) should be sent to:</p>

	<p>[Redacted]</p> <p>Paper invoices should be sent to; [Redacted]</p> <p>A copy should also be emailed to [Redacted]</p>																																																															
Rate Cards Applicable	As per schedules above																																																															
Financial Model	<p>Maximum contract value calculated as follows</p> <table><tr><th>Deliverable</th><th>SFIA Level</th><th>Day Rate - Home</th><th>Day Rate - Max</th><th>Est. days remote work</th><th>Est. days office work</th><th>Estimated cost</th></tr><tr><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td></tr><tr><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td></tr><tr><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td></tr><tr><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td></tr><tr><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td></tr><tr><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td><td>[Redacted]</td></tr><tr><td>Total</td><td></td><td></td><td></td><td></td><td></td><td>[Redacted]</td></tr><tr><td>Total with VAT applied</td><td></td><td></td><td></td><td></td><td></td><td>[Redacted]</td></tr></table>	Deliverable	SFIA Level	Day Rate - Home	Day Rate - Max	Est. days remote work	Est. days office work	Estimated cost	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	Total						[Redacted]	Total with VAT applied						[Redacted]
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Reimbursable Expenses	Please refer to DWP Expense Policy as embedded in the Order Form																																																															

5. SIGNATURES AND APPROVALS					
<p>Agreement of this SOW</p> <p>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:</p>					
For and on behalf of the Supplier	<table border="1"> <tr> <td>Name and title</td> <td>[Redacted]</td> </tr> <tr> <td>Date</td> <td>Feb 6, 2023</td> </tr> </table>	Name and title	[Redacted]	Date	Feb 6, 2023
	Name and title	[Redacted]			
Date	Feb 6, 2023				

	Signature	[Redacted]
For and on behalf of the Buyer	Name and title	[Redacted]
	Date	Feb 7, 2023
	Signature	[Redacted]

Annex 1 (Template Statement of Work)

1. STATEMENT OF WORK (“SOW”) DETAILS	
<p>Upon execution, this SOW forms part of the Call-Off Contract (reference below).</p> <p>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.</p> <p>All SOWs must fall within the Specification and provisions of the Call-Off Contract.</p> <p>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.</p>	
Date of SOW:	
SOW Title:	
SOW Reference:	
Call-Off Contract Reference:	
Buyer:	
Supplier:	
SOW Start Date:	
SOW End Date:	

Duration of SOW:	
Key Personnel (Buyer)	
Key Personnel (Supplier)	
Subcontractors	
2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT	
SOW Deliverables Background	<i>[Insert details of which elements of the Deliverables this SOW will address].</i>
Delivery phase(s)	<i>[Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live].</i>
Overview of Requirement	<i>[Insert details including Release Types(s), for example, Adhoc, Inception, Calibration or Delivery].</i>
Accountability Models	<p><i>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</i></p> <p><i>Sole Responsibility:</i> <input type="checkbox"/></p> <p><i>Self Directed Team:</i> <input type="checkbox"/></p> <p><i>Rainbow Team:</i> <input type="checkbox"/></p>

3. BUYER REQUIREMENTS – SOW DELIVERABLES	
Outcome Description	

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Milestone Ref	Milestone Description	Acceptance Criteria	Due date
MS01			
MS02			
Delivery Plan			
Dependencies			
Supplier Resource Plan			
Security Applicable to SOW:	<p>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).</p> <p>If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed in this SOW: [Insert if applicable]</p>		
Cyber Security Standards	The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme).		
SOW Standards	<i>Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules))</i>		
Performance Management	Insert	details of Material KPIs that have a material impact on Contract performance]	
	Material KPIs	Target	Measured by
[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]			

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	<table border="1"> <thead> <tr> <th>Key Role</th><th>Key Staff</th><th>Contract Details</th></tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table> <p>[Indicate: whether there is any requirement to issue a Status Determination Statement]</p>	Key Role	Key Staff	Contract Details														
Key Role	Key Staff	Contract Details																
Worker Engagement Status	[Yes / No] [Insert details]																	
[SOW Reporting Requirements:]	<p>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:</p> <table border="1"> <thead> <tr> <th>Ref.</th><th>Type of Information</th><th>Which Service does this apply to?</th><th>Required regularity of Submission</th></tr> </thead> <tbody> <tr> <td>1.</td><td colspan="3">[Insert]</td></tr> <tr> <td>1.1</td><td>[Insert]</td><td>[Insert]</td><td>[Insert]</td></tr> </tbody> </table>			Ref.	Type of Information	Which Service does this apply to?	Required regularity of Submission	1.	[Insert]			1.1	[Insert]	[Insert]	[Insert]			
Ref.	Type of Information	Which Service does this apply to?	Required regularity of Submission															
1.	[Insert]																	
1.1	[Insert]	[Insert]	[Insert]															
5. CHARGES																		
Call Off Contract Charges	<p>The applicable charging method(s) for this SOW is:</p> <ul style="list-style-type: none"> • [Capped Time and Materials] • [Incremental Fixed Price] • [Time and Materials] • [Fixed Price] • [2 or more of the above charging methods] <p>[Buyer to select as appropriate for this SOW]</p> <p>The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p>																	
Rate Cards Applicable	[Insert] SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5B (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]																	

Financial Model	[Supplier to insert its financial model applicable to this SOW]
Reimbursable Expenses	<p>[See Expenses Policy in Annex 1 to Call-Off Schedule 5B (Pricing Details and Expenses Policy)]</p> <p>[Reimbursable Expenses are capped at [£[Insert] [OR [Insert] percent ([X]%) of the Charges payable under this Statement of Work.]</p> <p>[None]</p> <p>[Buyer to delete as appropriate for this SOW]</p>

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:

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller, and the Supplier is Processor</p> <p>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:</p> <ul style="list-style-type: none"> • For all and any personal data accessed during the posting, the Relevant Authority is the Controller. This may include but is not limited to: • <i>Personal Identifiable data for customers</i> • <i>Special category information for customers</i> • <i>Special category information for agents</i> <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p>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:</p> <p>N / A</p> <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p>N / A</p> <p>The Parties are Independent Controllers of Personal Data</p> <p>N/A</p>
Duration of the Processing	The duration of this Call-Off Contract and SOW
Nature and purposes of the Processing	<p>We will be conducting user research, which will involve interviewing up to 50 members of the public. Interviews will not be recorded, but we will keep notes capturing the key discussion points covered in the interview.</p> <p>Organising interviews will also require us to be party to some personal information such as name, location, age, contact email address for purposes of ensuring we are speaking to a representative range of users.</p>

Type of Personal Data	Name, location, age, contact email address. During the course of sessions the subject of users' mental and physical health, personal financial situation and other sensitive information may be discussed.
Categories of Data Subject	Customers/ clients, suppliers, members of the public, users of a particular website etc.
<i>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</i>	Describe how long the data will be retained for, how it be returned or destroyed Data will be accessed for the term of the contract. No data is transferred to supplier as part of this service.