



Crown  
Commercial  
Service

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

### **Framework Schedule 6 (Order Form)**

Version 2

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

### **Order Form**

Call-Off Reference: 17373

Call-Off Title: DevOps CCMP Project

Call-Off Contract Description:

The Supplier will support the following activities:

Contribute to the overall DevOps process.

Responsible for the code and services your teams produce and administer.

Break-down user stories into tasks.

Design/build end to end GitLab/Ansible pipeline deploy/test enterprise grade content storage components and solutions.

Design/manage the tactics for building reusable libraries, templates and services.

The Buyer: Department for Work & Pensions

Buyer Address: Caxton House, 1 Tothill Street, London, SW1H 9NA

The Supplier: CAP Gemini UK plc

Supplier Address: 1 Forge End, Woking, Surrey, GU21 6DB

Registration Number: 00943935

### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 27<sup>th</sup> June 2022.

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 Individual 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 6 (Key Subcontractors)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) RM1043.7

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- 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)
  - Call-Off Schedule 9 (Security – Part A)
  - 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) [**Optional**]

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:

The Buyer shall advise the Supplier of any specific legal and regulatory requirements that are specific to the Buyer to which the Supplier must be aware of to enable it to provide the Services.

The Parties agree that optional Call Off Schedule 2 (Staff Transfer) does not apply to this Call-Off Contract as there are no people in scope to transfer upon commencement of this Call-Off Contract.

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Call-Off Start Date: 27<sup>th</sup> June 2022

Call-Off Expiry Date: 23<sup>rd</sup> June 2023

Call-Off Initial Period: 12 Months

Call-Off Optional Extension Period: N/A

Minimum Notice Period for Extensions: N/A

Call-Off Contract Value: £218,400.00 Inclusive of VAT, £182,000 exclusive of VAT

### Call-Off Deliverables

#### Option A:

Name of deliverable	Number of days	Day rate	Total
Individual Specialist / DevOps			

### 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:

#### Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (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

The limitation of liability for this Call-Off Contract is 150% of the Charges.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £218,400.00 inclusive of VAT, £182,000 exclusive of VAT.

#### Call-Off Charges

Time and Materials (T&M)

#### Reimbursable Expenses

DWP expenses must be pre agreed by individual project lead and be in line with the DWP Travel & Expenses Policy

#### Payment Method

BACS - The Supplier will issue electronic invoices **monthly** in arrears. The Buyer will pay the Supplier within **30** days of receipt of a valid invoice.

#### Buyer's Invoice Address

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

[REDACTED]

[REDACTED]

[REDACTED]

**Buyer's Authorised Representative**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

**Buyer's Environmental Policy**

Intentionally left blank

**Supplier's Authorised Representative**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Supplier's Contract Manager**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Key Staff**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Worker Engagement Route is inside of IR35

**Key Subcontractors(s)**

Amber Labs  
Aston House, Cornwall Avenue, London, England, N3 1LF

Commercially Sensitive Information Details of the Supplier's methodologies, policies and processes. The methodologies, policies and processes remain confidential and commercially sensitive to the Supplier and if such information was disclosed it could be commercially damaging to the Supplier.

All information relating to limits of liability, daily fee rates, pricing and charging mechanisms contained in the Call-Off Contract. Disclosure of which may provide affect the Supplier's

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competitive position. As a result the Supplier considers this information to be a 'trade secret'.

The terms of the Supplier's insurance are strictly confidential and if such information was disclosed it could be commercially damaging to the Supplier.

All details relating to personnel including but not limited to the numbers of resources with specific skills, numbers of security cleared staff, staff terms and conditions of employment and staff selection methods are used for the purpose of managing the Supplier's resources to secure trade and generate profit and provides the Supplier with a competitive advantage. If such information was disclosed it could be commercially damaging to the Supplier.

Any information relating to other customers of the Supplier that has been obtained as a result of the Services or as a result of procuring the Services (including pre-contract references).

**Additional Insurances**

Not applicable

**Guarantee**

Not applicable

**Statement of Works**

Name of deliverable	Number of days	Day rate	Total
Individual Specialist / DevOps			

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:**

Date: 27/06/2022

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

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Date: 27.06.22



## **Annex 1 (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: 27<sup>th</sup> June 2022**

**SOW Title: DevOps**

**SOW Reference: 24993**

**Call-Off Contract Reference: 24993**

**Buyer: The Department of Work & Pensions**

**Supplier: CAP Gemini UK plc**

**SOW Start Date: 27/06/2022**

**SOW End Date: 23/06/2023**

**Duration of SOW: 12 Months**

**Key Personnel (Buyer)**

[Redacted]

**Key Personnel (Supplier)**

[Redacted]

## 2 Call-Off Contract Specification – Deliverables Context

Name of deliverable	Number of days	Day rate	Total
Individual Specialist / DevOps			

### 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).

### Cyber Essentials Scheme:

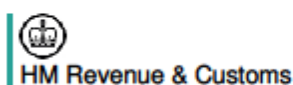
The Buyer requires the Supplier to have and maintain a **Cyber Essentials Plus Certificate** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

### Additional Requirements:

- 1) The Supplier shall process Personal Data in accordance with Schedule 7 Annex 1 in the Call off Contract, with the 'Supplemental Information to Annex 1' (as set out below) and as agreed between the parties in any additional supplemental information to Annex 1 from time to time.
- 2) All Supplier resources will be inside IR35 in accordance with section 'Part A: Order Form' of the Call Off Contract. The Supplier confirms that all resources deployed to deliver the Services are PAYE and Tax and NI deductible at source.
- 3) All Supplier resources shall have BPSS level clearance at a minimum.
- 4) The majority of the Services will be delivered remotely. However, as some travel is required the applicable expenses including travel and accommodation as detailed below will be in line with the Buyer's policy on expenses detailed in the Call Off Contract and any travel that incurs expenses will be pre-approved by the Buyer.

### Key Supplier Staff:

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)
Lead DevOps Engineer		Via sub-contract with Amber Labs	Inside IR35



## Check Employment Status for Tax

### For your records

**Your organisation's name**  
DWP

**Contract or role title**  
Lead DevOps Engineer

### Off-payroll working rules (IR35) apply

#### Why you are getting this result

The answers you have given suggest the worker is providing a personal service to your organisation. This means they are classed as employed for tax purposes for this work.

#### What you should do next

If your organisation is responsible for paying the worker, you need to operate PAYE on their earnings. If someone else is responsible, you should download a copy of this result and show it to them.

You could also read more about the [responsibilities of the fee-payer \(opens in a new window\)](https://www.gov.uk/guidance/fee-payer-responsibilities-under-the-off-payroll-working-rules) (<https://www.gov.uk/guidance/fee-payer-responsibilities-under-the-off-payroll-working-rules>).

Once your organisation knows who the worker is, you may get more information about their working practices. Then you can use this tool again to check if this information will change your determination.

It is important that you keep a copy of this result for your records. If you agree with the result, you can use it to support the reasons for your decision on the worker's employment status.

#### About this result

**Date of result:**  
15 June 2022, 13:12:25 (UTC)

**Decision service version:**  
2.4

HMRC will stand by this result as long as it reflects the actual or expected working practices. If these working practices change, you should use this tool again.

### 3 Buyer Requirements – SOW Deliverables

#### Outcome Description:

Project	Service	Details of Activities	Deliverable Description	Acceptance Criteria	Estimated Milestone Date
Contact Centre Modernisation Programme (CCMP)	DevOps Services for CCMP	<p>The Supplier shall support the Buyer's delivery management through twelve (12) Sprints by:</p> <ul style="list-style-type: none"> <li>Supporting the Buyer's delivery management, where appropriate, in defining individual tasks for the upcoming Sprint.</li> <li>Delivering against the Buyer Product Backlog.</li> <li>Providing regular status updates to the Buyer via standard agile ceremonies/reporting/tooling.</li> <li>Contributing to the Buyer's continuous integration /continuous deployment pipelines.</li> </ul>	<p>The Deliverable will be a DevOps Services for CCMP Sprint report (x12):</p> <p>PowerPoint document (or equivalent), based on Confluence/Jira data summarising the activities completed and outcomes delivered during the completed Sprint and the planned activities and outcomes for the subsequent Sprint.</p>	<p>DevOps Services for CCMP Sprint report (x12) matching the Deliverable description, issued to Buyer's Delivery Lead for the completed Sprint.</p> <p>Acceptance to be in accordance with the Acceptance Procedure.</p>	<p>31<sup>st</sup> July 2022 (DevOps Services for CCMP Sprint 1)</p> <p>31<sup>st</sup> August 2022 (DevOps Services for CCMP Sprint 2)</p> <p>30<sup>th</sup> September 2022 (DevOps Services for CCMP Sprint 3)</p> <p>31<sup>st</sup> October 2022 (DevOps Services for CCMP Sprint 4)</p> <p>30<sup>th</sup> November 2022 (DevOps Services for CCMP Sprint 5)</p> <p>31<sup>st</sup> December 2022 (DevOps Services for CCMP Sprint 6)</p> <p>31<sup>st</sup> January 2023 (DevOps Services for CCMP Sprint 7)</p>

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					28 <sup>th</sup> February 2023 (DevOps Services for CCMP Sprint 8)
					31 <sup>st</sup> March 2023 (DevOps Services for CCMP Sprint 9)
					30 <sup>th</sup> April 2023 (DevOps Services for CCMP Sprint 10)
					31 <sup>st</sup> May 2023 (DevOps Services for CCMP Sprint 11)
					30 <sup>th</sup> June 2023 (DevOps Services for CCMP Sprint 12)

**Definitions:**

For the purpose of this SoW, the following definitions shall apply:

Accepted” / “Acceptance” means the Deliverable meets its Acceptance Criteria in all material respects and that the Buyer agrees that the Supplier has fulfilled its obligations under this SoW for this Deliverable and shall not be entitled thereafter to reject the Deliverable or claim that it does not comply with the relevant requirements of the SoW for such Deliverable. Any further changes to the Deliverable shall be in accordance with the Variation Procedure.

"Acceptance Criteria" means the agreed criteria for each Deliverable of this SoW.

“Acceptance Procedure” means the procedure defined in this SoW for the Acceptance of Deliverables.

“PBL” or “Product Backlog” (PBL) means a prioritised list of Product Backlog Items that might be needed as a single source of requirements for the DevOps services.

“Sprint” means a repeatable agreed fixed time period during which prioritised User Stories are developed and tested to deliver the DevOps solution.

“User Stories” means the high-level definition of a requirement, containing mutually agreed information between the Parties to allow the Supplier to produce a reasonable estimate of the effort to develop and test software.

#### **Acceptance Process:**

a. Acceptance procedure: The Supplier will advise the Buyer when the Deliverable is ready for review and the Buyer shall promptly review. If a Deliverable materially meets the relevant (“Acceptance Criteria”) as detailed in the Buyer Requirement – SoW Deliverables section above, the Buyer shall notify the Supplier immediately in writing, and such Deliverable shall be accepted by the Buyer. If the Deliverable materially fails to meet the relevant Acceptance Criteria then the Buyer shall notify the Supplier immediately in writing, with sufficient details and comments in respect of the failure to enable the Supplier to use reasonable endeavours to remedy any material defects at the Suppliers cost and confirm the relevant Deliverable is ready for review against the relevant Acceptance Criteria within 30 (thirty) days (or such longer period as is reasonable in view of the nature of the defect) from the date of the Buyer’s initial notice of the failure of the Deliverable to satisfy the Acceptance Criteria.

b. Deemed acceptance: The Buyer confirms that it will be deemed to have Accepted the relevant Deliverable on the earlier of: (a) using the Deliverable (other than for carrying out the Acceptance review) or modifying it; or (b) 5 (five) days from the date that the Supplier tells the Buyer that the relevant Deliverable is ready for acceptance (if the Buyer does not inform the Supplier within this time of any material failure of the Deliverable to meet the relevant Acceptance Criteria).

c. Meaning of Acceptance: Acceptance by the Buyer of the relevant Deliverable in accordance with the provisions of a) and/or b) confirms that the Deliverable meets the requirements of this SoW and that the Buyer may not then reject the Deliverable or make any claims in respect of any defects or problems which are subsequently discovered by the Buyer in respect of the Deliverable.

#### **Dependencies:**

The Buyer is responsible for the following:

1. The Buyer shall provide suitable software, equipment and connectivity for Supplier Staff to provide the Services on the SoW start date.
2. The Buyer will be responsible for providing any information and access to Buyer personnel (and Buyer 3rd party supplier personnel) reasonably requested by the Supplier pursuant to the activities set out in this SoW.
3. The Buyer shall review, approve and prioritise all Supplier’s Deliverables and in accordance with the Acceptance Procedure set out in this SoW.
4. The Buyer shall provide reasonable support and co-operation to the Supplier.
5. The Buyer shall advise the Supplier of any specific legal and regulatory requirements that are specific to the Buyer and/or CCS to which the Supplier must be aware of to enable it to provide the Services.

6. The Buyer will ensure that the Supplier resources delivering the Services have access when required to equipment, a Buyer network account, username/password information to enable the Supplier to deliver the Services as defined within this SoW.

#### 4 Charges

##### Call Off Contract Charges:

The applicable charging method for this SOW is:

Time and Materials

The estimated maximum value of this SOW (irrespective of the selected charging method) is £218,400.00 Inclusive of VAT, £182,000 exclusive of VAT.

##### Rate Cards Applicable:

Name of deliverable	Number of days	Day rate	Total
Individual Specialist / DevOps			

##### Reimbursable Expenses:

DWP expenses must be pre agreed by individual project lead and be in line with the DWP Travel & Expenses Policy.

##### 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 Signature]

Date: 27/06/2022

[Redacted Signature]

##### For and on behalf of the Buyer

Name: [Redacted]

Title: [Redacted]

Date:

Signature: [Redacted]

## Annex 1

### Data Processing

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 Buyer at its absolute discretion.

1.1 The contact details of the Buyer's Data Protection Officer are [REDACTED]

1.2 The contact details of the Supplier's Data Protection Officer are [REDACTED]

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

Descriptions	Details
Identity of Controller for each Category of Personal Data	<ol style="list-style-type: none"> <li>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: <ol style="list-style-type: none"> <li>business contact details of Supplier Staff for which the Supplier is the Controller; and</li> <li>business contact details of any members of the public, directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the Buyer is the Controller.</li> </ol> </li> <li>Buyer shall be a Controller for the purposes of Data Protection Legislation in respect of: <ol style="list-style-type: none"> <li>opinions and responses provided (including any special category personal data that may be collected) during any research activity by: <ol style="list-style-type: none"> <li>directors, officers, employees, agents, consultants and contractors of Buyer; and</li> <li>members of the public.</li> </ol> </li> </ol> </li> </ol>
Duration of the Processing	The duration of the Call-Off Contract.
Nature and purposes of the Processing	<p>Supplier Processing</p> <p>Supplier Processing – is as set out broadly in the SOW's. The parties agree that:</p> <ol style="list-style-type: none"> <li>The Supplier will follow the Buyer's direction and guidelines on staff security clearance and processes for access to</li> </ol>



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	<p>Buyer systems, including role-based access controls and security standards. Where the Supplier is required to grant user access, this will be undertaken at the Buyer's direction.</p> <ol style="list-style-type: none"> <li>2. Access for the Supplier to Buyer systems will be limited to Buyer provisioned laptops and approved USB devices.</li> <li>3. Any requirement to share data externally, such as with third parties for diagnostic purposes, is not to be undertaken by the Supplier and will remain the responsibility of the Buyer.</li> </ol>
Type of Personal Data	<ol style="list-style-type: none"> <li>1. Contact information (e.g. business e-mail address, telephone number etc.).</li> <li>2. Personal life information (e.g. life habits, family situation).</li> <li>3. Employment information (e.g. position, experience or employment history).</li> <li>4. Identification information (e.g. name, gender, image in communication systems, benefit case reference information).</li> <li>5. Data concerning health.</li> <li>6. Data revealing racial or ethnic origin.</li> </ol>
Categories of Data Subject	<ol style="list-style-type: none"> <li>1. Any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the Buyer is the Controller</li> <li>2. Members of the general public</li> <li>3. Supplier Staff engaged in the performance of the Supplier's duties under the SoW for which the Supplier is the Controller.</li> </ol>
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	Delete or return as directed by the Buyer