

# Order Form Template and Call-Off Schedules

## Order Form

CALL-OFF REFERENCE: ECM\_11046

CALL-OFF TITLE: DSP ENG - Retirement, Bereavement & Care and Appeals & Supporting Capabilities Service Lines

CALL-OFF CONTRACT DESCRIPTION: This is a 24-month Contract that provides Resources in support of its Retirement Bereavement & Care (RBC) Project. At a high-level RBC requires a supplier to deliver specific digital outcomes to meet citizens' Plan Your Retirement Service; Get Your State Pension Service; Manage Your Pension Credit; Seasonal Payments; Carers Allowance; Attendance Allowance; Support for Bereavement; Support for Common Capabilities (in support of DWP Strategic Reference Architecture); Maintaining Operational Small Systems (MOSS)

THE BUYER: Department for Work and Pensions.

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

THE SUPPLIER: Accenture (UK) Limited

SUPPLIER ADDRESS: 30 Fenchurch Street, London, EC3M 3BD

REGISTRATION NUMBER: **4757301**

DUNS NUMBER: **73-493-9007**

SID4GOV ID: Not applicable

## APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1st of April 2023.

It's issued under the Framework Contract with the reference number **RM6263** for the provision of **Digital Specialists and Programmes Deliverables**.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

### CALL-OFF LOT(S):

Lot 2 – Digital Specialist.

### 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 5 (Corporate Social Responsibility)
    - Joint Schedule 6 (Key Subcontractors) **Not Applicable**
    - Joint Schedule 7 (Financial Difficulties) **Not Applicable**
    - Joint Schedule 8 (Guarantee) - **Not Applicable**
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)

- Joint Schedule 12 (Supply Chain Visibility) - **Not Applicable**
- Joint Schedule 13 (Cyber Essentials)
- Call-Off Schedules for CCBS22A01:
  - Call-Off Schedule 1 (Transparency Reports)
  - 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) Part A: Short Form Security Requirements
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 15 (Call-Off Contract Management) **Not Applicable**
  - 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
- 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:  
None.

CALL-OFF START DATE:	1 April 2023.
CALL-OFF EXPIRY DATE:	31 March 2025.
CALL-OFF INITIAL PERIOD:	24 Months.
CALL-OFF OPTIONAL EXTENSION PERIOD:	6 Months.
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	3 Months.
CALL-OFF CONTRACT VALUE:	Initial Contract term maximum £4,900,000 Inclusive of VAT. A maximum £2,450,000.00 for FY 23/24 A maximum £2,450,000.00f or FY 24/25  Optional 25% Extension subject to need and further approvals.
KEY SUB-CONTRACT PRICE:	Not Applicable

### **CALL-OFF DELIVERABLES**

The Supplier shall provide resources 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 the Statement(s) of Work.

### **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 as per the Attachment 3 – Statement of Requirements section 18:

[DWP procurement: security policies and standards - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/digital-procurement)

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.

## **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**

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 **£2,450,000.00 Inclusive of VAT.**

## **CALL-OFF CHARGES**

The Buyer will use Time and Materials (T&M) as the charging method under this Statement of Work.

See details in Call-Off Schedule 5 (Pricing Details)

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

- Specific Change in Law

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

## **REIMBURSABLE EXPENSES**

See details in Annex 2 of Attachment 3 – Statement of Requirements.  
For ease of reference, the appropriate content is set out below:

The Supplier Staff are expected to travel to and from the Authority specified hub site at no additional cost to the Authority. However, where the Authority requires Supplier Staff to travel to another location, costs of travel will be payable by the Authority.

Any trips must be approved in advance by the Authority; failure to do so will result in the Authority rejecting any costs invoiced.

Supplier Staff are be expected to book travel independently of the Authority at the most cost-effective rate and in accordance with the Authority's own internal travel policy:



DWP Expenses  
Policy\_Sep21.pdf

All expenses must be pre-approved by DWP Delivery Lead REDACTED TEXT under FOIA Section 40 before incurred.

#### **PAYMENT METHOD**

See details in Attachment 3 – Statement of Requirements section 19.

For ease of reference, the appropriate content is set out below:

A PO number will be provided to the Supplier upon signature of this Call Off Contract, when the record is set up in the Authority's Single Operating Platform (SOP).

For any supply of Resource, the Supplier shall be required to provide time sheets to the Authority to allow Authority named individual to allow Authority sign-off and support reconciliation to the invoice charges.

Invoices should be submitted monthly in arrears to: REDACTED TEXT under FOIA Section 40

The applicable charging method is Time and Materials

A copy invoice should also be emailed to the Authority named individual **REDACTED TEXT under FOIA Section 40** and to the **REDACTED TEXT under FOIA Section 40**

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs, a valid PO reference.

#### **BUYER'S INVOICE ADDRESS:**

Invoices should be submitted monthly in arrears to: REDACTED TEXT under FOIA Section 40

If required Paper invoices should be sent to:

Framework Ref: RM6263  
Project Version: v1.0  
Model Version: v3.7

REDACTED TEXT under FOIA Section 40

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

REDACTED TEXT under FOIA Section 40

#### **BUYER'S ENVIRONMENTAL POLICY**

See details in Attachment 3 – Statement of Requirements section 12.

For ease of reference, the appropriate content is set out below:

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](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**

See details in Attachment 3 – Statement of Requirements section 18.

Buyer's Security Policy is as set out in each Statement of Work.

It is noted that the Services to be performed by the Supplier are resource augmentation within a rainbow team, working at the direction of the Buyer. The Supplier Staff will use Buyer supplied equipment eg: laptop and will use Buyer supplied environments and repositories. Therefore, the Buyer acknowledges that the requirements for the Supplier to provide, or update, a Security Management Plan as detailed in Call-Off Schedule 9 (Security) are not required for this Call-off Contract. Any change to this arrangement will be subject to a change to this Call-Off Contract in accordance with the Variation process.

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

REDACTED TEXT under FOIA Section 40

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

REDACTED TEXT under FOIA Section 40

### PROGRESS REPORT FREQUENCY

This report will take the form of a call, to be agreed at a frequency as agreed by the Parties.

### PROGRESS MEETING FREQUENCY

This frequency of this meeting will be agreed by the Parties.

### KEY STAFF

#### The Supplier:

REDACTED TEXT under FOIA Section 40

#### The Buyer:

REDACTED TEXT under FOIA Section 40

### KEY SUBCONTRACTOR(S)

N/A

### COMMERCIALLY SENSITIVE INFORMATION

Please refer to Joint Schedule 4 - Commercially Sensitive Information

### MATERIAL KPIS

The following Material KPIs shall apply to this Call-Off Contract in accordance the measurement tables in this Section.

KPI	Service Area	KPI Description	Target
1	Skills	CVs provided for Supplier staff demonstrate the necessary knowledge, skills, experience & qualifications for the resource to deliver to the required DDaT Role and SFIA level.	93.3%



2	CV Lead Time	Where buyer requests CV's from the Supplier, the Supplier shall supply CV's within 10 working days.	93.3%
3	Interview Availability Lead Time	Within 2 Working Days of the Buyer confirming which CV's are of interest, the Supplier shall confirm the interview availability dates of the potential candidate within 2 Working Days.	90%

DSP RBC UDC KPI 1	
SKILLS	
<b>KPI DESCRIPTION</b>	CVs provided for Supplier staff demonstrate the necessary knowledge, skills, experience & qualifications for the resource to deliver to the required DDaT Role and SFIA level.

<b>KPI MEASURE</b>	<p>Each CV provided shall meet the requirements as per the KPI Description.</p> <p>This KPI shall be deemed to be met unless the Buyer notifies the Supplier in writing that the CV provided does not meet the requirements in the KPI Description.</p> <p><b>KPI Calculation Method: <math>B/A \times 100</math></b></p> <p>A is the Number of CVs provided</p> <p>B is the Number of CV deemed accepted as per the KPI description</p> <p>If it is agreed between parties that if the skill requested is specialised or rare, this KPI shall not apply and the provision of the CV shall not be taken into account in the KPI calculation.</p> <p><b>Minimum Volumes</b></p> <p>If there are less than 15 CVs sent per month, the KPI shall be rolled into the following month until the Minimum Volume is met. At that time, the KPI shall be reported on using the Measurement Criteria in this Section.</p>
<b>REPORTING PERIOD</b>	Monthly when the Minimum Volume is met
<b>EXPECTED KPI</b>	93.3% to be achieved for every 15 CVs sent

<b>DSP RBC UCD KPI 2</b> <b>CV LEAD TIME</b>	
<b>KPI DESCRIPTION</b>	Where buyer requests CV's from the Supplier, the Supplier shall supply CV's within 10 working days.

<b>KPI MEASURE (TO BE DRAFTED) THIS IS A STYLE KPI</b>	<p><b>KPI Calculation Method: <math>(A+B) = C</math>, then <math>(A/C) \times 100</math></b></p> <p>A is Number of CVs provided within 10 Working Days B is the Number of CVs provided after 10 Working Days C is the Total Number of CVs provided</p> <p>If it is agreed between parties that if the skill requested is specialised or rare, this KPI shall not apply and the provision of the CV shall not be taken into account in the KPI calculation.</p> <p><b>Minimum Volumes</b></p> <p>If there are less than 15 CV Requests within the month, the KPI shall be or rolled into the following month until the Minimum Volume is met. At that time, the KPI shall be reported on using the Measurement Criteria in this Section.</p>
<b>REPORTING PERIOD</b>	Monthly or when the Minimum Volume is met
<b>EXPECTED KPI</b>	93.3% to be achieved for every 15 CVs sent

<b>DSP RBC UCD KPI 3</b> <b>INTERVIEW AVAILABILITY LEAD TIME</b>	
<b>KPI DESCRIPTION</b>	Within 2 Working Days of the Buyer confirming which CV's are of interest, the Supplier shall confirm the interview availability dates of the potential candidate within 2 Working Days.

<b>KPI MEASURE (TO BE DRAFTED) THIS IS A STYLE KPI</b>	<b>KPI Calculation Method: <math>(A+B) = C</math>, then <math>(A/C) \times 100</math></b>  A is Availability per candidate confirmed within 2 Working Days B is Availability per candidate confirmed after 2 Working Days C is the total of A and B  <b>Minimum Volumes</b>  If there are less than 10 Interview Requests within the month, the KPI shall be rolled into the following month until the Minimum Volume is met. At that time, the KPI shall be reported on using the Measurement Criteria in this Section.
<b>REPORTING PERIOD</b>	Monthly or when the Minimum Volume is met
<b>EXPECTED KPI</b>	90%

#### 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)

The Supplier will at the Buyer's request: -

1. Demonstrate action to support the health and wellbeing, including physical and mental health, in the Supplier Staff.
2. Demonstrate action to identify and manage the risks of modern slavery in the delivery of the Call-off 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:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

## **Appendix 1**

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.

This Annex 1 contains two Statements of Work:

Framework Ref: RM6263

Project Version: v1.0

Model Version: v3.7

SOW1 – ENG - Retirement, Bereavement & Care and Appeals & Supporting Capabilities Service Lines - Retirement Resources

SOW2 – ENG - Retirement, Bereavement & Care and Appeals & Supporting Capabilities Service Lines - Bereavement and Care resources

**ENG SOW1 – ENG - Retirement, Bereavement & Care and Appeals & Supporting Capabilities Service Lines - Retirement Resources**

1. STATEMENT OF WORK (“SOW”) DETAILS	
<p>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.</p> <p>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.</p>	
Date of SOW:	1 April 2023
SOW Title:	ENG SOW1 – ENG - Retirement, Bereavement & Care and Appeals & Supporting Capabilities Service Lines - Retirement Resources
SOW Reference:	ENG_SOW001 v2 (conformed by Variation 2)
Call-Off Contract Reference:	ECM_11046
Buyer:	Department for Work and Pensions
Supplier:	Accenture (UK) Limited
SOW Start Date:	1 April 2023
SOW End Date:	31 March 2024
Duration of SOW:	12 Months
Key Personnel (Buyer)	REDACTED TEXT under FOIA Section 40
Key Personnel (Supplier)	REDACTED TEXT under FOIA Section 40

<b>Subcontractors</b>	N/A
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<b>2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT</b>	
<b>SOW Deliverables Background</b>	<p>At a high-level CRCF requires a supplier to deliver specific digital outcomes to meet citizens' Plan Your Retirement Service; Get Your State Pension Service; Manage Your Pension Credit; Seasonal Payments; Carers Allowance; Attendance Allowance; Support for Bereavement; Support for Common Capabilities (in support of DWP Strategic Reference Architecture); Maintaining Operational Small Systems (MOSS) –</p> <p>This specific SOW relates to Retirement Services and during the SOW duration delivery will be focused on the following outcomes which will be delivered under 2 programmes, Service Modernisation and Digital Delivery.</p> <p>Service Modernisation:</p> <ul style="list-style-type: none"> <li>• Retirement Service – Introduction of Optimisation Channels</li> <li>• Get Your State Pension Service - 90% of online new claims remain and maintained in GYSP. All new claims remain and maintained in GYSP digital service. Introduction of online change of circumstances within the service. Migration of caseload from legacy systems to digital service</li> <li>• Manage you Pension Credit – Nil Award Processing Efficiencies, start to pay &amp; retain online claims in service, introduction of full automation for online claims, Introduce online change of circumstances Support for data migration from Legacy system to digital service</li> </ul> <p>Digital Delivery:</p> <ul style="list-style-type: none"> <li>• Plan Your Retirement Service: Accessibility compliance and technical debt. Pension Dashboard data-feed technical debt (security). Introduction of Optimisation of channels. .</li> <li>• Seasonal Payments: maximise automation within the service leading to the decommissioning of the Winter Fuel Computer System. Introduce a Cold Weather Payment Service. Support “scaling” of the Christmas Bonus Service. Support and further “Cost of Living Payments</li> </ul>
<b>Delivery phase(s)</b>	This SOW covers multiple projects that are at different phases withing the GDS lifecycle
<b>Overview of Requirement</b>	<p>The requirement is for Supplier Staff to join a rainbow team to work alongside Buyer resources working at the direction of the Buyer.</p> <p>See section 3 for details of resources required.</p>

	Supplier resources are required to align with the DWP Hybrid Working model (whereby 40% of time is in office and 60% remote) at the stated location of Newcastle
<b>Accountability Models</b>	<p><i>Please fill 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 checked="" type="checkbox"/></p>

3. BUYER REQUIREMENTS – SOW DELIVERABLES							
<b>Outcome Description</b>	Please refer to Attachment 3 Statement of Requirements.						
	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 outside of Benton Park will be subject to agreement between the Parties, with expenses.						
	The table below shows the Supplier's resources profile as at the Effective Date of this Statement of Work.						
		<b>Role</b>	<b>Location</b>	<b>Unit of Measurement</b>	<b>Estimated Days</b>	<b>Day Rate(£)</b>	<b>Total Price(£)</b>
	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40
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<p>It is agreed between parties that no individual resource will be swapped or exchanged for another, without prior discussion and agreement,</p> <p>The Buyer shall ensure the Supplier is given a minimum of 10 Working Days' notice prior to requesting the roll off of any resources. This requirement is not valid during the final 10 Working Days of this Statement of Work</p> <p>Should any changes be required, this shall be discussed and agreed between the Parties. Parties shall use the Variation Procedure to enact changes to this Statement of Work, as set out in Clause 24 of the Core Terms and Joint Schedule 2.</p> <p>The Buyer shall, at their cost, make available to the Supplier Staff any office access and suitable desk facilities; any hardware, software (including open source software); tools; access to Buyer environments and repositories and any other items or access required to enable the Supplier Staff to perform the resource augmentation Services.</p>						

<b>Delivery Plan</b>	Delivery plans and resource requests are developed at project level. DWP will work with supplier to manage any changes to the requests under this SOW effectively and quickly
<b>Dependencies</b>	DWP to provide supplier staff with DWP kit and access to appropriate environments, technologies and tooling
<b>Supplier Resource Plan</b>	As per the table in the Outcome Description section of this Statement of Work
<b>Security Applicable to SOW:</b>	<p>The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables will be BPSS checked in accordance with Framework Schedule 1 (Specification).</p> <p>It is agreed that the Day 1 resources listed in section 3 do not require additional clearance beyond BPSS</p> <p>The Supplier agrees to the additional Buyer standard clauses in respect of Security Requirements listed below.</p> <ol style="list-style-type: none"> <li>1. <b>Risk Management:</b> <ol style="list-style-type: none"> <li>a. 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.</li> </ol> </li> <li>2. <b>Security Policies and Standards</b> <ol style="list-style-type: none"> <li>a. 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.</li> <li>b. 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.</li> </ol> </li> <li>3. <b>Security Policies and Standards</b> <ol style="list-style-type: none"> <li>a. The Buyer's security policies are published on: DWP procurement: security policies and standards - GOV.UK (<a href="http://www.gov.uk">www.gov.uk</a>)</li> </ol> </li> </ol>

	<p>b. The Supplier will be required to comply with:</p> <ul style="list-style-type: none"> <li>• Acceptable Use Policy</li> <li>• Information Security Policy</li> <li>• Physical Security Policy</li> <li>• Information Management Policy</li> <li>• Email Policy</li> <li>• Remote Working Policy</li> <li>• Social Media Policy</li> <li>• Security Classification Policy</li> <li>• HMG Personnel Security Controls – May 2018</li> </ul> <p>(published on <a href="https://www.gov.uk/government/publications/hmg-personnel-security-controls">HMG personnel security controls - GOV.UK (www.gov.uk)</a>)</p> <p>See details in Attachment 3 – Statement of Requirements section 18</p>
<b>Cyber Essentials Scheme</b>	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).
<b>SOW Standards</b>	<p>SOWs to be delivered in line with the KPIs in the Call Off Contract -for example resources assigned as being a particular role and SFIA level will have the required skills and experience as defined in the DDAT framework and SFIA descriptors for that role and level. This will be evidenced via CVs and meet and greets with prospective resources.</p> <p>Supplier will not excessively rotate resources assigned under this contract and will consult the buyer in respect of planned rotation – recognising that greater value is derived from continuity</p>
<b>Performance Management</b>	Not Applicable. – Resources contained in this SOW will be managed on a daily basis via DWP Line Managers. Any issues that may arise concerning the resources will be made aware to the Supplier key personnel.
<b>Additional Requirements</b>	<b>Annex 1</b> – 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.

<b>Key Supplier Staff</b>	<b>Key Role</b>	<b>Key Staff</b>	<b>Contract Details</b>
	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40
<b>Worker Engagement Status</b>			
	<p>All resources have been confirmed as being on Accenture payroll working in this contract and SOW.</p> <p>The provisions set out in Annex 2 below shall apply to this SOW. All resources are confirmed by the supplier to be on Accenture payroll</p> <p>In addition 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.</p> <p>Key Supplier Staff shall mean those individuals identified as Key Supplier Staff in this Statement of Work.”</p> <p>1.1 Key Supplier Staff Name(s) 1.2 Start and End date of the Engagement 1.3 The contracted Day Rate of the Key Supplier Staff 1.4 Worker Engagement Status, i.e. are Key Supplier Staff on payroll and are deductions of PAYE and National Insurance made at source? Yes/No 1.5 If “yes”, fee payer details for each of the Key Supplier Staff (e.g. Supplier PAYE, Agent PAYE, Umbrella Company)</p>		
<b>SOW Reporting Requirements:</b>	A monthly meeting will be required with Supplier’s Authorised Representative, as designated in the Call Off Contract, to discuss the KPI’s.		

4. CHARGES	
<b>Call Off Contract Charges</b>	<p>The applicable charging method(s) for this SOW is:</p> <p>Time and Materials</p> <p>The estimated maximum value of this SOW (irrespective of the selected charging method) is £1,917,805.00 (net of VAT)</p> <p>The Supplier shall be entitled to charge Expenses for return travel to any of the Buyer's Locations with the exception of the Buyer's Location at Benton Park View, Newcastle as this will be classed as the base location for this SOW, in accordance with the Buyer's Expenses Policy. Written preauthorisation must be sought from the DWP Delivery Lead, REDACTED TEXT under FOIA Section 40 before any expenses are incurred.</p> <p><b>INVOICING:</b></p> <p>The Supplier will invoice the Buyer on a monthly basis in arrears. The Supplier to provide the Buyer with a timesheet report of the days worked in the preceding month broken down for each member of Supplier Staff. Such time sheet to be issued no later than working day 5 of the following month. The Buyer shall review and approve the time sheet, or raise any queries with the Supplier, no later than working day 10. The Supplier shall raise each invoice in accordance with Clause 4 of the Core Terms,</p> <p>Electronic Invoices (attached to E-Mails) should be sent to:</p> <p>REDACTED TEXT under FOIA Section 40</p> <p>A copy should also be emailed to REDACTED TEXT under FOIA Section 40</p>
<b>Rate Cards Applicable</b>	<p>The rate Card related to this contract and SOW is embedded below;</p> <p>REDACTED TEXT under FOIA Section 40</p>
<b>Financial Model</b>	<i>Not Applicable</i>
<b>Reimbursable Expenses</b>	<p>Please refer to DWP Expense Policy as embedded in the Order Form</p> <p>See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)</p> <p>All expenses must gain preauthorisation before incurred from the Lead Delivery Manager, REDACTED TEXT under FOIA Section 40</p>

5. SIGNATURES AND APPROVALS		
<b>Agreement of this SOW</b> 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	
	Title	
	Date	
	Signature	
For and on behalf of the Buyer	Name	
	Title	
	Date	
	Signature	

## ENG SOW 1: 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:

**The table below is not applicable to this SOW as there is NO DATA PROCESSING under this Call Off Contract.**

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 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> <p>For all and any personal data accessed during the posting, the Relevant Authority is the Controller. This may include but is not limited to:</p> <ul style="list-style-type: none"> <li>• <i>Personal Identifiable data for customers</i></li> <li>• <i>Special category information for customers</i></li> <li>• <i>Special category information for agents</i></li> </ul> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <p><i>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:</i></p> <ul style="list-style-type: none"> <li>• <b>N / A</b></li> </ul> <p><b>The Parties are Joint Controllers</b></p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <li>• <b>N / A</b></li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p>

	<ul style="list-style-type: none"> <li>• <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i></li> <li>• <i>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,</i></li> <li>• <i>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</i></li> </ul>
Duration of the Processing	The duration of the Call-Off Contract.
Nature and purposes of the Processing	<p>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.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</p>
Type of Personal Data	<ul style="list-style-type: none"> <li>• Citizen details - name, address, NI number etc.</li> <li>• Citizen contact history</li> <li>• Past payment information</li> <li>• Future payment information</li> <li>• Access to Proof of benefit (to enable download)</li> <li>• Citizen evidence upload</li> <li>• Online notifications</li> </ul>



Categories of Data Subject	Customers/ clients, suppliers, members of the public, users of a particular website etc.
Plan for return and destruction of the data once the Processing is complete 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.

## ENG SOW 1: ANNEX 2: Worker Engagement Status

### 1. Off-Payroll Working Rules

1. In this paragraph, the following expressions mean:

Contractor	means any individual delivering, or forming part of, the SOW Deliverables (or any part of them)
Intermediary	means any “intermediary” (as defined in section 61M ITEPA) in respect of which any of Conditions A – C within section 61N ITEPA are met

ITEPA	Income Tax (Earnings and Pensions) Act 2003
Off-Payroll Working Rules	means the provisions of Chapter 10 of Part 2 ITEPA relating to the engagement of workers through intermediaries and the provisions of Social Security Contributions (Intermediaries) Regulations 2000/727 (or, in each case, any other provisions under any law having like effect)
Status Determination	means a status determination pursuant to, and for the purposes of, the Off-Payroll Working Rules
SOW Deliverables	means any Deliverables to be provided under the relevant Statement of Work
Tax	means income tax, employee national insurance contributions and employer national insurance contributions (in each case whether or not required to be accounted for under the PAYE rules of the United Kingdom) and any equivalent tax, contribution or similar obligations elsewhere, together, in each case, with all related penalties and interest

**2.** Subject to paragraph 1.3 below, the Supplier warrants and undertakes to the Buyer in respect of any Contractor based in the UK that (i) each Contractor will be directly engaged exclusively as an employee of the Supplier or an Affiliate of the Supplier for the purposes of and when delivering any SOW Deliverables (with all required Tax being withheld, deducted and/or accounted for in respect of any payments or other benefits provided to that Contractor), or (ii) where a Contractor is not engaged as an employee of the Supplier or a Affiliate of the Supplier, including but not limited to cases where Supplier uses a third party agency to procure Contractors, they will be engaged as a worker and subject to PAYE for the purposes of and when delivering any SOW Deliverables (with all required Tax being withheld, deducted and/or accounted for in respect of any payments or other benefits provided to that Contractor); and – in both cases (ii) that it is not, nor will at any time be, an Intermediary of any Contractor.

**3.** The Supplier warrants and undertakes to the Buyer that no Contractor will deliver their services through an Intermediary of that Contractor without the Supplier having first obtained the written consent of the Buyer to such Contractor doing so (such consent being at the absolute discretion of the Buyer).

**4.** Promptly upon request from the Buyer, the Supplier shall provide (or procure provision) to the Buyer of all such evidence, information and assistance as the Buyer reasonably requires in order to confirm that the warranties and undertakings given by the Supplier in paragraphs 1.2 and 1.3 are, and remain, true, accurate and correct in all respects.

**5.** The Buyer shall be entitled to make any deductions in respect of Tax, from any payments to the Supplier, which it reasonably considers are required to be made as a result of, or connection with, the application of the Off-Payroll Working Rules.

**6.** In respect of each Contractor or the SOW Deliverables (or any part of them), promptly upon request from the Buyer, the Supplier shall provide (or procure provision) to the Buyer of all such information and assistance as the Buyer reasonably requires in connection with the Off-Payroll Working Rules (including, but not limited to, such information or assistance as the Buyer reasonably requires in order to assess whether or not the Off-Payroll Working Rules apply to the SOW Deliverables (or any part of them) and/or to any arrangements involving the performance of any services by any Contractor, to carry out any Status Determination or to comply with any other requirement or obligation it may have a result of or in connection with the application of the Off-Payroll Working Rules).

**7.** In circumstances where the Supplier, any Contractor or any other person involved (directly or indirectly) in the supply of the SOW Deliverables (or any part of them) wishes to make any representations (or any further representations) to the Buyer that any Status Determination carried out by the Buyer is incorrect, the Supplier shall procure that any such representations are sent to the Buyer.

**8.** The Supplier warrants and undertakes to the Buyer that it shall:

**9.** immediately inform the Buyer if, at any time, it becomes aware of any new or additional fact, matter or circumstance, or any change in any fact, matter or circumstance, in each case, from which it appears that (a) the Off-Payroll Working Rules could apply or (b) any

change may need to be made to any Status Determination previously carried out, in each case, in relation to the supply of the SOW Deliverables (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor, and the Supplier shall also procure that each Contractor will do the same; and

10. in circumstances where the Buyer has, in relation to any Contractor, determined that the condition in section 61M(1)(d) ITEPA is not met, manage the delivery of the SOW Deliverables (and any part of them), manage any arrangements involving the performance of any services by that Contractor, and do or not do (as the case may be) all such things as are necessary, in each case, to ensure that the condition in section 61M(1)(d) ITEPA is not met and remains not met, in relation that Contractor.

11. The Supplier warrants and undertakes to the Buyer that it shall, at all times, comply with any and all requirements or obligations it may have as a result of or in connection with the application of the Off-Payroll Working Rules to the provision of the SOW Deliverables (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor, including, but not limited, to any obligation to make any deductions for Tax, and shall procure the compliance of all other parties involved (directly or indirectly) in the supply of the SOW Deliverables (or any part of them).

12. The Supplier shall indemnify the Buyer, on demand and on an after-Tax basis, against:

13. any and all proceedings, claims or demands by any third party (including, but without limitation, HM Revenue & Customs and any successor, equivalent or related body);

14. any and all Tax and any other liabilities, losses, deductions, contributions or assessments; and

15. any and all reasonable costs or expenses and any penalties, fines or interest incurred or payable, in each case, which arise as a result of, in consequence of, or otherwise in connection with, (i) the Supplier, at any time, being in breach of any of the warranties or undertakings given in paragraphs 1.2, 1.3, 1.8 and/or 1.9 and/or (ii) the application of the Off-Payroll Working Rules to the provision of the SOW Deliverables (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor.

16. The provisions of clauses 26.2 – 26.6 of the Core Terms shall not apply to any claim under paragraph 1.10.

## **SOW2 – ENG - Retirement, Bereavement & Care and Appeals & Supporting Capabilities Service Lines - Bereavement and Care resources**

### **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 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.

<b>Date of SOW:</b>	1 April 2023
<b>SOW Title:</b>	SOW2 – ENG - Retirement, Bereavement & Care and Appeals & Supporting Capabilities Service Lines - Bereavement and Care resources
<b>SOW Reference:</b>	ENG_SOW002 V2 as conformed by Variation 1
<b>Call-Off Contract Reference:</b>	ECM_11046
<b>Buyer:</b>	Department for Work and Pensions
<b>Supplier:</b>	Accenture (UK) Limited
<b>SOW Start Date:</b>	1 April 2023
<b>SOW End Date:</b>	31 March 2024
<b>Duration of SOW:</b>	12 Months
<b>Key Personnel (Buyer)</b>	REDACTED TEXT under FOIA Section 40
<b>Key Personnel (Supplier)</b>	REDACTED TEXT under FOIA Section 40
<b>Subcontractors</b>	N/A

## 2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT

<b>SOW Deliverables Background</b>	At a high-level CRCF requires a supplier to deliver specific digital outcomes to meet citizens' Plan Your Retirement Service; Get Your State Pension Service; Manage Your Pension Credit; Seasonal Payments; Carers Allowance; Attendance Allowance; Support for Bereavement; Support for Common Capabilities (in support of DWP Strategic Reference Architecture); Maintaining Operational Small Systems (MOSS) –
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	<p>This specific SOW relates to Bereavement &amp; Care services and during the SOW duration delivery will be focused on the following outcomes which will be delivered under 2 programmes, Service Modernisation and Digital Delivery.</p> <p>Service Modernisation:</p> <ul style="list-style-type: none"> <li>• Carers Allowance: Introduction of eligibility processing efficiencies for online new claims. Start to retain and maintain online new claims in service</li> <li>• Attendance Allowance: Introduction of a (controlled) online new claim (simple) journey. Introduction of a (controlled) online new claim (complex) journey</li> </ul> <p>Digital Delivery: Support for Bereavement: Fully digitalised service, on-line Bereavement Support Payment</p>
<b>Delivery phase(s)</b>	This SOW covers multiple projects that are at different phases within the GDS lifecycle
<b>Overview of Requirement</b>	<p>The requirement is for Supplier Staff to join a rainbow team to work alongside Buyer resources working at the direction of the Buyer.</p> <p>See section 3 for details of resources required. Supplier resources are required to align with the DWP Hybrid Working model (whereby 40% of time is in office and 60% remote) at the stated location of Newcastle</p>
<b>Accountability Models</b>	<p><i>Please fill 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>

<b>3. BUYER REQUIREMENTS – SOW DELIVERABLES</b>	
<b>Outcome Description</b>	<p><u>Please refer to Attachment 3 Statement of Requirements.</u></p> <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.</p> <p>The Services will be performed at the Buyer's premises in Benton Park View, Newcastle or remotely. Travel to other locations outside of Benton Park will be subject to agreement between the Parties, with expenses.</p>

	The table below shows the Supplier's resources profile as at the Effective Date of this Statement of Work.							
		Name	Role	Location	Unit of Measurement	Estimated Days	Day Rate(£)	Total Price(£)
	1.1	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40
	1.2	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40
								389,656.00
<p>It is agreed between parties that no individual resource will be swapped or exchanged for another, without prior discussion and agreement,</p> <p>The Buyer shall ensure the Supplier is given a minimum of 10 Working Days' notice prior to requesting the roll off of any resources. This requirement is not valid during the final 10 Working Days of this Statement of Work</p> <p>Should any changes be required, this shall be discussed and agreed between the Parties. Parties shall use the Variation Procedure to enact changes to this Statement of Work, as set out in Clause 24 of the Core Terms and Joint Schedule 2.</p> <p>The Buyer shall, at their cost, make available to the Supplier Staff any office access and suitable desk facilities; any hardware, software (including open source software); tools; access to Buyer environments and repositories and any other items or access required to enable the Supplier Staff to perform the resource augmentation Services.</p>								
Delivery Plan	Delivery plans and resource requests are developed at project level. DWP will work with supplier to manage any changes to the requests under this SOW effectively and quickly							
Dependencies	DWP to provide supplier staff with DWP kit and access to appropriate environments, technologies and tooling							
Supplier Resource Plan	As per the table in the Outcome Description section of this Statement of Work							

<p><b>Security Applicable to SOW:</b></p>	<p>The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables will be BPSS checked in accordance with Framework Schedule 1 (Specification).</p> <p>It is agreed that the Day 1 resources listed in section 3 do not require additional clearance beyond BPSS.</p> <p>The Supplier agrees to the additional Buyer standard clauses in respect of Security Requirements listed below.</p> <p>2.     <b>Risk Management:</b></p> <p>        b.     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> <p>3.     <b>Security Policies and Standards</b></p> <p>        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.</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.     <b>Security Policies and Standards</b></p> <p>        b.     The Buyer's security policies are published on:  <u>DWP procurement: security policies and standards - GOV.UK</u>  <u>(<a href="http://www.gov.uk">www.gov.uk</a>)</u></p> <p>        c.     The Supplier will be required to comply with:</p> <ul style="list-style-type: none"> <li>• Acceptable Use Policy</li> <li>• Information Security Policy</li> <li>• Physical Security Policy</li> <li>• Information Management Policy</li> <li>• Email Policy</li> <li>• Remote Working Policy</li> <li>• Social Media Policy</li> <li>• Security Classification Policy</li> <li>• HMG Personnel Security Controls – May 2018</li> </ul> <p><u>(published on <a href="http://www.gov.uk">www.gov.uk</a> <b>HMG personnel security controls - GOV.UK</b>)</u></p>
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	See details in Attachment 3 – Statement of Requirements section 18		
<b>Cyber Essentials Scheme</b>	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).		
<b>SOW Standards</b>	<p>SOWs to be delivered in line with the KPIs in the Call Off Contract -for example resources assigned as being a particular role and SFIA level will have the required skills and experience as defined in the DDAT framework and SFIA descriptors for that role and level. This will be evidenced via CVs and meet and greets with prospective resources.</p> <p>Supplier will not excessively rotate resources assigned under this contract and will consult the buyer in respect of planned rotation – recognising that greater value is derived from continuity</p>		
<b>Performance Management</b>	Not Applicable. – Resources contained in this SOW will be managed on a daily basis via DWP Line Managers. Any issues that may arise concerning the resources will be made aware to the Supplier key personnel.		
<b>Additional Requirements</b>	<b>Annex 1</b> – 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.		
<b>Key Supplier Staff</b>	<b>Key Role</b>	<b>Key Staff</b>	<b>Contract Details</b>
	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40
<b>Worker Engagement Status</b>	<p>All resources have been confirmed as being on Accenture payroll working in this contract and SOW.</p> <p>The provisions set out in Annex 2 below shall apply to this SOW. All resources are confirmed by the supplier to be on Accenture payroll</p>		



	<p>In addition 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.</p> <p>Key Supplier Staff shall mean those individuals identified as Key Supplier Staff in this Statement of Work.”</p> <p>1.1 Key Supplier Staff Name(s) 1.2 Start and End date of the Engagement 1.3 The contracted Day Rate of the Key Supplier Staff 1.4 Worker Engagement Status, i.e. are Key Supplier Staff on payroll and are deductions of PAYE and National Insurance made at source? Yes/No 1.5 If “yes”, fee payer details for each of the Key Supplier Staff (e.g. Supplier PAYE, Agent PAYE, Umbrella Company)</p>
<b>[SOW Reporting Requirements:]</b>	<p>A monthly meeting will be required with Supplier’s Authorised Representative, as designated in the Call Off Contract, to discuss the KPI’s.</p>

<b>4. CHARGES</b>	
<b>Call Off Contract Charges</b>	<p>The applicable charging method(s) for this SOW is:</p> <p>Time and Materials</p> <p>The estimated maximum value of this SOW (irrespective of the selected charging method) is £389,656.00 (net of VAT)</p> <p>The Supplier shall be entitled to charge Expenses for return travel to any of the Buyer’s Locations with the exception of the Buyer’s Location at Benton Park View, Newcastle as this will be classed as the base location for this SOW, in accordance with the Buyer’s Expenses Policy. Written preauthorisation must be sought from the DWP Delivery Lead REDACTED TEXT under FOIA Section 40 before any expenses are incurred.</p> <p><b>INVOICING:</b> The Supplier will invoice the Buyer on a monthly basis in arrears. The Supplier to provide the Buyer with a timesheet report of the days worked in the preceding month broken down for each member of Supplier Staff. Such time sheet to be issued no later than working day 5 of the following month. The Buyer shall review and approve the time sheet, or raise any queries with the Supplier, no later than working day 10. The Supplier shall raise each invoice in accordance with Clause 4 of the Core Terms,</p>

	Electronic Invoices (attached to E-Mails) should be sent to:  REDACTED TEXT under FOIA Section 40	
<b>Rate Cards Applicable</b>	The rate Card related to this contract and SOW is embedded below; REDACTED TEXT under FOIA Section 40 .	
<b>Financial Model</b>	<i>Not Applicable</i>	
<b>Reimbursable Expenses</b>	<p>Please refer to DWP Expense Policy as embedded in the Order Form</p> <p>See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)</p> <p>All expenses must gain preauthorisation before incurred from the Lead Delivery Manager, REDACTED TEXT under FOIA Section 40.</p>	
<b>5. SIGNATURES AND APPROVALS</b>		
<b>Agreement of this SOW</b> 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:		
<b>For and on behalf of the Supplier</b>	<b>Name</b>	
	<b>Title</b>	
	<b>Date</b>	
	<b>Signature</b>	

<b>For and on behalf of the Buyer</b>	<b>Name</b>	
	<b>Title</b>	
	<b>Date</b>	
	<b>Signature</b>	

## **ENG SOW 2: 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

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Project Version: v1.0

Model Version: v3.7

below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

**The table below is not applicable as there is NO PROCESSING OF PERSONAL DATA under this Call Off Contract.**

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 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> <p>For all and any personal data accessed during the posting, the Relevant Authority is the Controller. This may include but is not limited to:</p> <ul style="list-style-type: none"> <li>• <i>Personal Identifiable data for customers</i></li> <li>• <i>Special category information for customers</i></li> <li>• <i>Special category information for agents</i></li> </ul> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <p><i>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:</i></p> <ul style="list-style-type: none"> <li>• <b>N / A</b></li> </ul> <p><b>The Parties are Joint Controllers</b></p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <li>• <b>N / A</b></li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p>

	<p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <li><i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i></li> <li><i>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,</i></li> <li><i>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</i></li> </ul>
Duration of the Processing	The duration of the Call-Off Contract.
Nature and purposes of the Processing	<p>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.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</p>
Type of Personal Data	<ul style="list-style-type: none"> <li>Citizen details - name, address, NI number etc.</li> <li>Citizen contact history</li> <li>Past payment information</li> <li>Future payment information</li> <li>Access to Proof of benefit (to enable download)</li> <li>Citizen evidence upload</li> <li>Online notifications</li> </ul>

Categories of Data Subject	Customers/ clients, suppliers, members of the public, users of a particular website etc.
Plan for return and destruction of the data once the Processing is complete 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.

## **ENG SOW 2:**

### **ANNEX 2: Worker Engagement Status**

#### **1. Off-Payroll Working Rules**

1. In this paragraph, the following expressions mean:

Contractor	means any individual delivering, or forming part of, the SOW Deliverables (or any part of them)
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Intermediary	means any “intermediary” (as defined in section 61M ITEPA) in respect of which any of Conditions A – C within section 61N ITEPA are met
ITEPA	Income Tax (Earnings and Pensions) Act 2003
Off-Payroll Working Rules	means the provisions of Chapter 10 of Part 2 ITEPA relating to the engagement of workers through intermediaries and the provisions of Social Security Contributions (Intermediaries) Regulations 2000/727 (or, in each case, any other provisions under any law having like effect)
Status Determination	means a status determination pursuant to, and for the purposes of, the Off-Payroll Working Rules
SOW Deliverables	means any Deliverables to be provided under the relevant Statement of Work
Tax	means income tax, employee national insurance contributions and employer national insurance contributions (in each case whether or not required to be accounted for under the PAYE rules of the United Kingdom) and any equivalent tax, contribution or similar obligations elsewhere, together, in each case, with all related penalties and interest

2. Subject to paragraph 1.3 below, the Supplier warrants and undertakes to the Buyer in respect of any Contractor based in the UK that (i) each Contractor will be directly engaged exclusively as an employee of the Supplier or an Affiliate of the Supplier for the purposes of and when delivering any SOW Deliverables (with all required Tax being withheld, deducted and/or accounted for in respect of any payments or other benefits provided to that Contractor), or (ii) where a Contractor is not engaged as an employee of the Supplier or a Affiliate of the Supplier, including but not limited to cases where Supplier uses a third party agency to procure Contractors, they will be engaged as a worker and subject to PAYE for the purposes of and when delivering any SOW Deliverables (with all required Tax being withheld, deducted and/or accounted for in respect of any payments or other benefits provided to that Contractor); and – in both cases (ii) that it is not, nor will at any time be, an Intermediary of any Contractor.
3. The Supplier warrants and undertakes to the Buyer that no Contractor will deliver their services through an Intermediary of that Contractor without the Supplier having first obtained the written consent of the Buyer to such Contractor doing so (such consent being at the absolute discretion of the Buyer).
4. Promptly upon request from the Buyer, the Supplier shall provide (or procure provision) to the Buyer of all such evidence, information and assistance as the Buyer reasonably requires in order to confirm that the warranties and undertakings given by the Supplier in paragraphs 1.2 and 1.3 are, and remain, true, accurate and correct in all respects.
5. The Buyer shall be entitled to make any deductions in respect of Tax, from any payments to the Supplier, which it reasonably considers are required to be made as a result of, or connection with, the application of the Off-Payroll Working Rules.
6. In respect of each Contractor or the SOW Deliverables (or any part of them), promptly upon request from the Buyer, the Supplier shall provide (or procure provision) to the Buyer of all such information and assistance as the Buyer reasonably requires in connection with the Off-Payroll Working Rules (including, but not limited to, such information or assistance as the Buyer reasonably requires in order to assess whether or not the Off-Payroll Working Rules apply to the SOW Deliverables (or any part of them) and/or to any arrangements involving the performance of any services by any Contractor, to carry out any Status Determination or to comply with any other requirement or obligation it may have a result of or in connection with the application of the Off-Payroll Working Rules).
7. In circumstances where the Supplier, any Contractor or any other person involved (directly or indirectly) in the supply of the SOW Deliverables (or any part of them) wishes to make any representations (or any further representations) to the Buyer that any Status Determination

carried out by the Buyer is incorrect, the Supplier shall procure that any such representations are sent to the Buyer.

8. The Supplier warrants and undertakes to the Buyer that it shall:
9. immediately inform the Buyer if, at any time, it becomes aware of any new or additional fact, matter or circumstance, or any change in any fact, matter or circumstance, in each case, from which it appears that (a) the Off-Payroll Working Rules could apply or (b) any change may need to be made to any Status Determination previously carried out, in each case, in relation to the supply of the SOW Deliverables (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor, and the Supplier shall also procure that each Contractor will do the same; and
10. in circumstances where the Buyer has, in relation to any Contractor, determined that the condition in section 61M(1)(d) ITEPA is not met, manage the delivery of the SOW Deliverables (and any part of them), manage any arrangements involving the performance of any services by that Contractor, and do or not do (as the case may be) all such things as are necessary, in each case, to ensure that the condition in section 61M(1)(d) ITEPA is not met and remains not met, in relation that Contractor.
11. The Supplier warrants and undertakes to the Buyer that it shall, at all times, comply with any and all requirements or obligations it may have as a result of or in connection with the application of the Off-Payroll Working Rules to the provision of the SOW Deliverables (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor, including, but not limited, to any obligation to make any deductions for Tax, and shall procure the compliance of all other parties involved (directly or indirectly) in the supply of the SOW Deliverables (or any part of them).
12. The Supplier shall indemnify the Buyer, on demand and on an after-Tax basis, against:
13. any and all proceedings, claims or demands by any third party (including, but without limitation, HM Revenue & Customs and any successor, equivalent or related body);
14. any and all Tax and any other liabilities, losses, deductions, contributions or assessments; and
15. any and all reasonable costs or expenses and any penalties, fines or interest incurred or payable, in each case, which arise as a result of, in consequence of, or otherwise in connection with, (i) the Supplier, at any time, being in breach of any of the warranties or undertakings given in paragraphs 1.2, 1.3, 1.8 and/or 1.9 and/or (ii) the application of the Off-Payroll Working Rules to the provision of the SOW Deliverables (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor.
16. The provisions of clauses 26.2 – 26.6 of the Core Terms shall not apply to any claim under paragraph 1.10.