

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

Framework Schedule 6 (Order Form)

Proc 713 – Evolution and Business Delivery

Version 2

Order Form
Call-Off Reference:
Call-Off Title: Proc 713 – Evolution and Business Delivery
Call-Off Contract Description:
Delivering capability to build, run and monitor applications used to transact with the Home Office; strong architecture; engineering leadership capability; infrastructure integration; driving ongoing tooling/ process innovation, continuously exploring industry improvements; making operational efficiencies and reduce costs; secure network boundary controls; integration with 3rd parties.
The Buyer: Home Office; MBTP
Buyer Address:
The Supplier: CAPGEMINI UK PLC
Supplier Address:
Registration Number:
DUNS Number:
SID4GOV ID:

# **Applicable Framework Contract**

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

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 (Template Statement of Work) to this Framework Schedule 6 or subsequent jointly agreed version (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 1; Digital outcomes

## **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 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)
    - o Joint Schedule 3 (Insurance Requirements)
    - o Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan)
    - o Joint Schedule 11 (Processing Data) RM1043.7

- Call-Off Schedules for RM1043.7
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer),
  - o 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 8 (Business Continuity and Disaster Recovery) —
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management) –
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
    - .
  - o Call-Off Schedule 15 (Contract Management Plan)
  - o Call-Off Schedule 20 (Call-Off Specification)
  - o Call-Off Schedule 26 (Cyber Essentials Scheme)
- 5 CCS Core Terms (version 3.0.9)
- 6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
- 7 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

# **Call-Off Special Terms**





Call-Off Start Date: 01 May 2023
Call-Off Expiry Date: 30 April 2025

Call-Off Initial Period: 2 Years (24 Months)

Call-Off Optional Extension Period: 6 Months only

Minimum Notice Period for Extensions: 1 Month

Call-Off Contract Value: £37,000,000.00

### **Call-Off Deliverables**

Option A: Deliverables, milestones and completion dates will be set out using the SOW process

# **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:

All work will be undertaken by suitably qualified and sufficiently skilled resources, who will operate in accordance with the standard of good professional practice. All Supplier Staff will hold verifiable security clearance prior to commencing work delivering the Services, as required by this Call-Off Contract.

- The technical standards required for this Call-Off Contract are Home Office Digital Strategy:
- <a href="https://www.gov.uk/government/publications/home-office-digital-strategy/home-office-digital-strategy">https://www.gov.uk/government/publications/home-office-digital-strategy/home-office-digital-strategy</a>
- Home Office Technology Strategy:
- <a href="https://www.gov.uk/government/publications/home-office-digital-data-and-technology-strategy-2024">https://www.gov.uk/government/publications/home-office-digital-data-and-technology-strategy-2024</a>
- Government Service Design Manual:
- https://www.gov.uk/service-manual/browse
- HMG Security Policy Framework:
- https://www.gov.uk/government/publications/security-policy-framework
- NCSC Policies and Guidance:
- https://www.ncsc.gov.uk/section/advice-guidance/all-topics
- Home Office Technology Principles and Standards Enterprise Architecture
- https://confluence.bicscollaboration.homeoffice.gov.uk/display/AD/Principles+for+Technology+Selection
- IPT Test Strategy SRE Standards

The Supplier must ensure that it understands these standards required and all services are delivered in adherence to these at all times.

# **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	
Call Off Chauses	
Call-Off Charges	
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Reimbursable Expenses
Payment Method
Buyer's Invoice Address Home Office Shared Service Centre
Home Office Shared Service Centre
Buyer's Authorised Representative
Buyer's Authorised Representative
Buyer's Environmental Policy
Supplier to adhere to legislative requirements and best practice.
Bureada Constitu Delina
Buyer's Security Policy
As outlined in: 10 Steps to Cyber Security, date accessed: 11/06/2021 or as updated, available online at: 10 Steps to Cyber Security – NCSC.GOV.UK
Supplier's Authorised Representative
Supplier's Contract Manager

# **Progress Report Frequency**

As defined in the Governance section of the Contract Management Plan.

### **Progress Meeting Frequency**

As defined in Schedule 15 (Call-Off Contract Management) and in the Contract Management Plan.

# Key Staff Buyer Supplier Key Subcontractor(s)

# **Commercially Sensitive Information**

All information relating to the Supplier's limits of liability, staff CVs, daily fee rates, its pricing and charging mechanisms contained in the Call-Off Contract.

Details of the Supplier's methodologies, policies and processes where it is identified and classified (where any document is marked as 'Supplier Confidential Information') as Supplier Confidential Information and Commercially Sensitive Information. Disclosure of which may affect the Supplier's competitive position. As a result, the Supplier considers this information to be Commercially Sensitive Information.

The terms of the Supplier's insurance is Confidential Information. All details relating to personnel including but not limited to specific details on resource skills and clearance, 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.

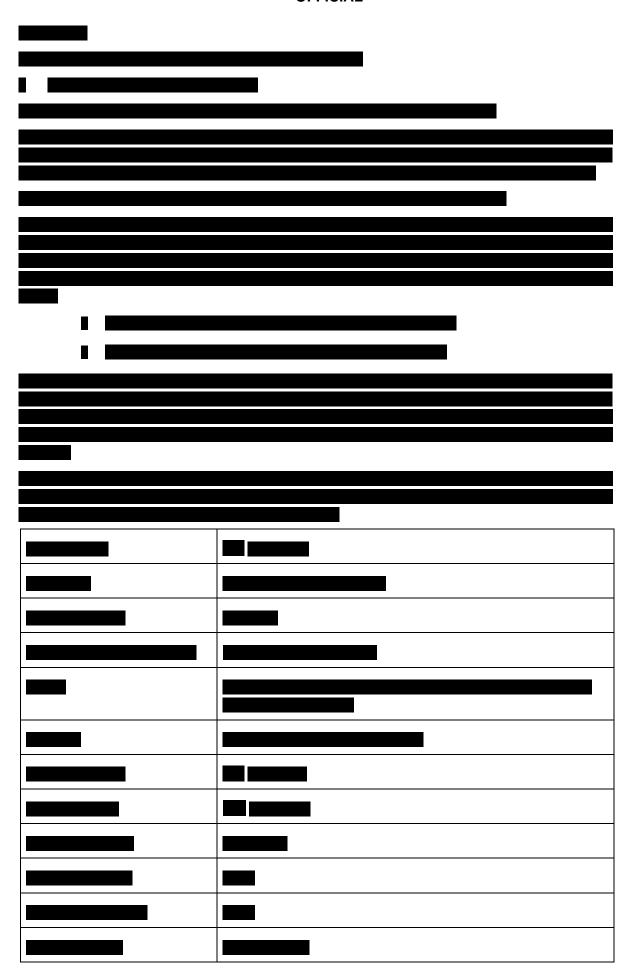
Any information relating to other customers of the Supplier that has been obtained as a result of the Services or as a result of procuring the Services (including pre-contract references), if such information was disclosed it could be commercially damaging to the Supplier.

As per the DOS5 Framework Agreement and Call Off Contract, the following shall be regarded as Commercially Sensitive Information:

Balanced Scorecard
Material KPIs
Additional Insurances
Guarantee
Social Value Commitment
Statement of Works
For and on behalf of the Supplier:
Signature:
Name:
Role:
Date: 28/04/2023
For and on behalf of the Buyer:
Signature:

Name: Role:

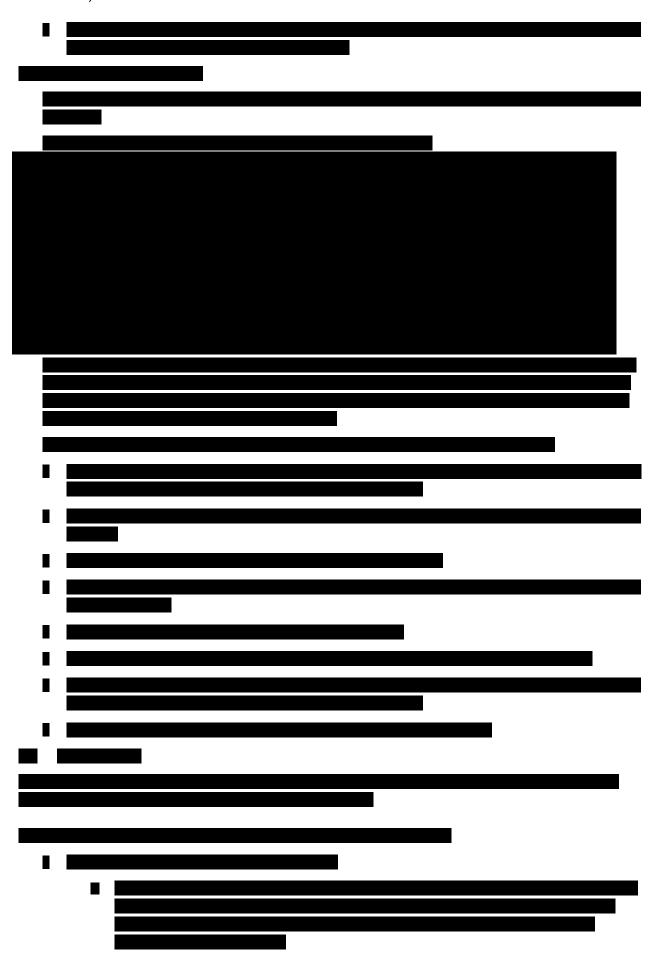
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Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

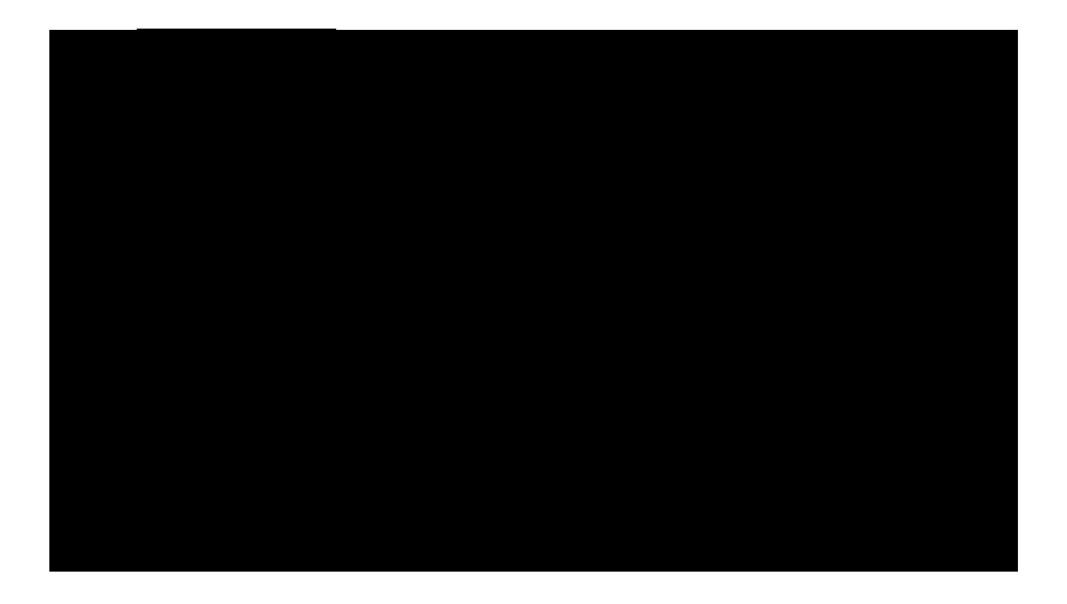
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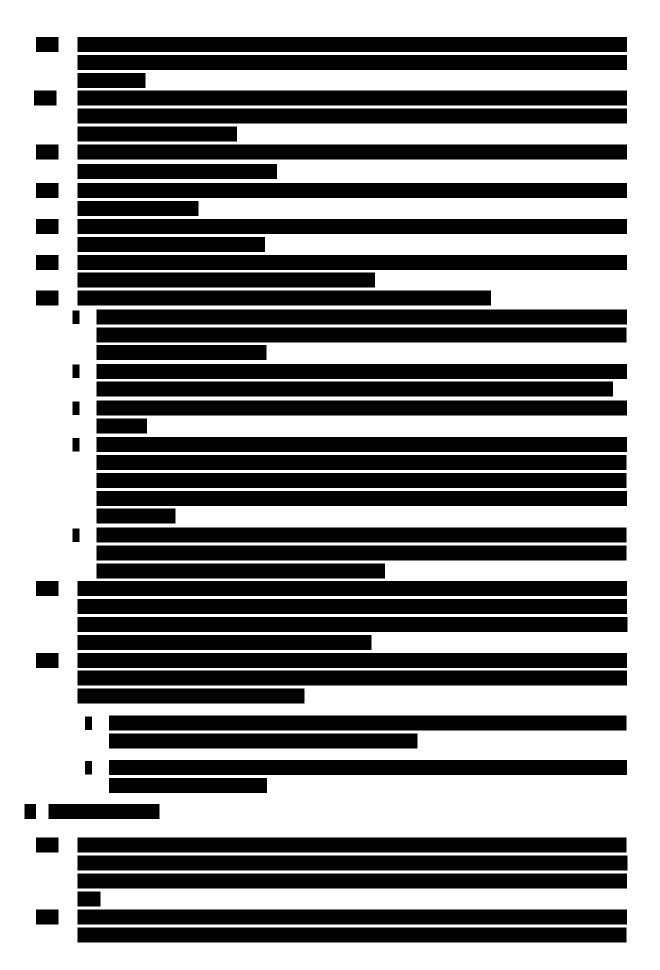
Annex 1
Data Processing

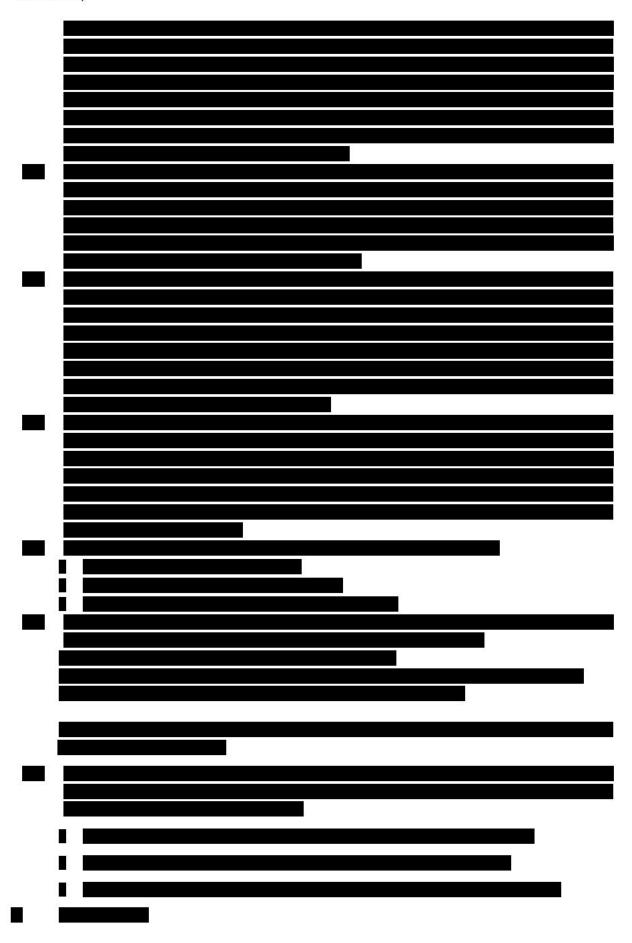
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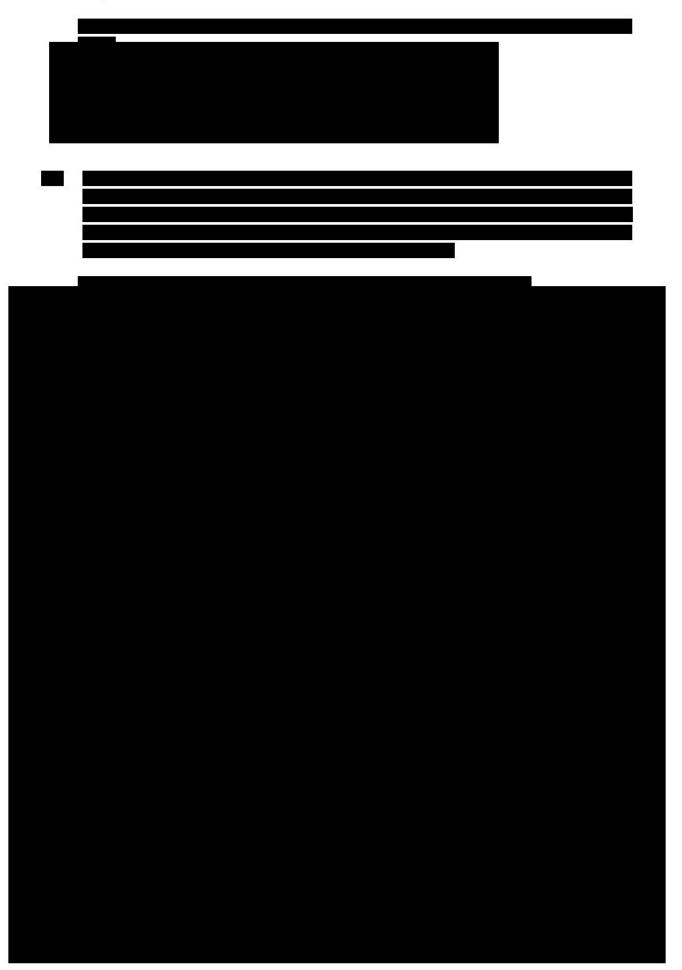
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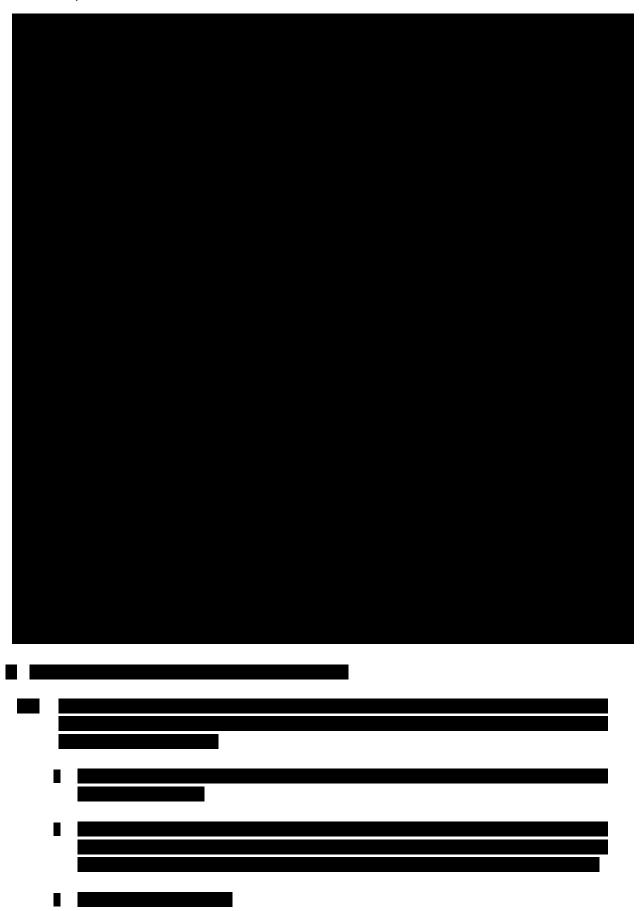






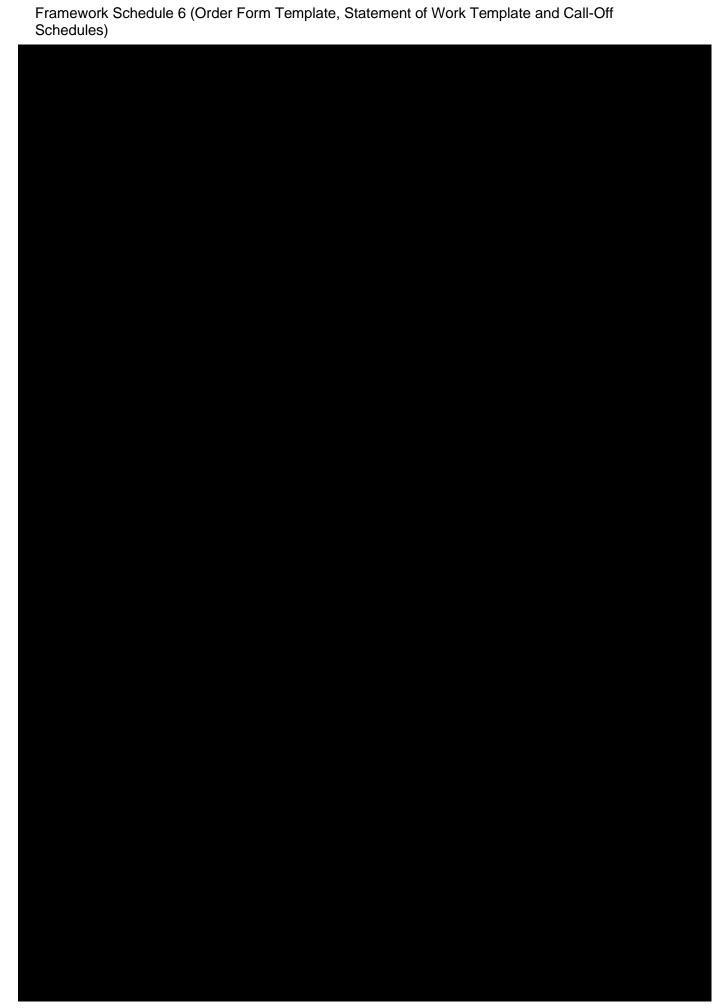
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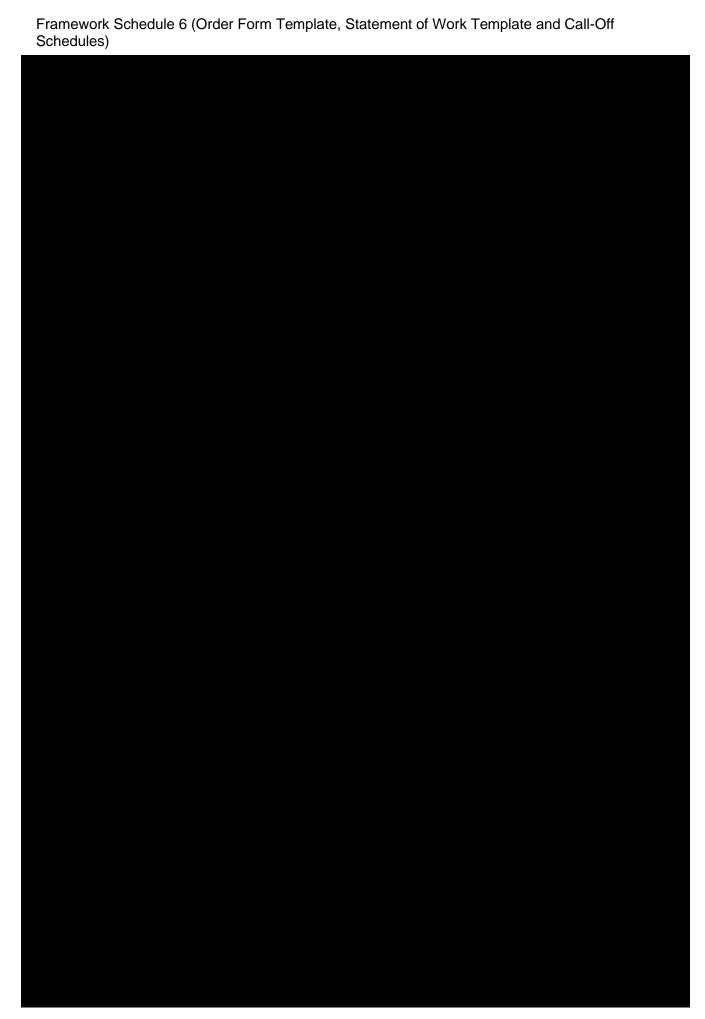


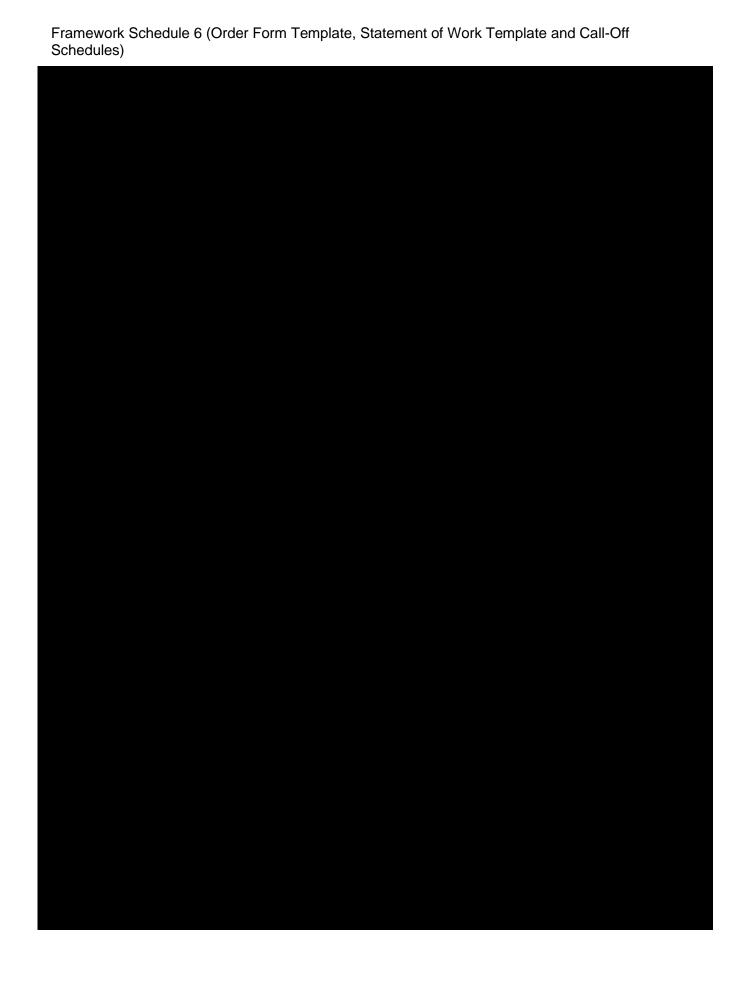












# Annex 1 (DOS 5 Order Form) (Template Statement of Work)

## 1 Statement of Works (SOW) Details

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contact.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

Contract, unless otherwise agreed by the Parties in writing.
Date of SOW:
SOW Title:
COW Defenses
SOW Reference:
Call-Off Contract Reference:
Buyer:
Supplier:
SOW Start Date:
SOW End Date:
Duration of SOW:
Key Personnel (Buyer):
Kara Bara and al (Osmarlian)
Key Personnel (Supplier):
Subcontractors:

# 2 Call-Off Contract Specification – Deliverables Context

**SOW Deliverables Background**: [Insert details of which elements of the Deliverables this SOW will address]

**Delivery phase(s)**: [Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live]

**Overview of Requirement**: [Insert details including Release Type(s), for example Ad hoc, Inception, Calibration or Delivery]

# 3 Buyer Requirements – SOW Deliverables

#### **Outcome Description:**

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01			
MS02			

Delive	erv P	lan:	
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#### **Dependencies:**

#### **Supplier Resource Plan:**

#### **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).

[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW:

#### [Insert if necessary] ]

#### **Cyber Essentials Scheme:**

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

#### **SOW Standards:**

[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)]

#### **Performance Management:**

[Insert details of Material KPIs that have a material impact on Contract performance]

Material KPIs	Target	Measured by

[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard]

## **Additional Requirements:**

**Annex 1** – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

# **Key Supplier Staff:**

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)

[Indicate: whether there is any requirement to issue a Status Determination Statement]

# **SOW Reporting Requirements:**

[Further to the Supplier providing the management information detailed in Paragraph 6 of Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1.	[insert]		
1.1	[insert]	[insert]	[insert]

## 4 Charges

#### **Call Off Contract Charges:**

The applicable charging method(s) for this SOW is:

- [Capped Time and Materials]
- [Incremental Fixed Price]
- [Time and Materials]
- [Fixed Price]
- [2 or more of the above charging methods]

[Buyer to select as appropriate for this SOW]

The estimated maximum value of this SOW (irrespective of the selected charging method) is  $\mathfrak{L}[Insert\ detail]$ .

## **Rate Cards Applicable:**

[Insert SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]

# **Reimbursable Expenses:**

[See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)] [Reimbursable Expenses are capped at [£[Insert] [OR [Insert] percent ([X]%) of the Charges payable under this Statement of Work.]

[None]

[Buyer to delete as appropriate for this SOW]

# 5 Signatures and Approvals

## Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

## For and on behalf of the Supplier



For and on behalf of the Buyer



# Annex 1 (SOW Template) 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:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

Description	Details
Identity of Controller for each Category of Personal Data	The Relevant Authority is Controller and the Supplier is Processor
	The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:
	[Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]
	The Supplier is Controller and the Relevant Authority is Processor
	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 2 to paragraph 15 of the following Personal Data:
	<ul> <li>[Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</li> </ul>
	The Parties are Joint Controllers
	The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:
	<ul> <li>[Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</li> </ul>
	The Parties are Independent Controllers of Personal Data
	The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:
	<ul> <li>Business contact details of Supplier Personnel for which the Supplier is the Controller,</li> </ul>
	<ul> <li>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,</li> </ul>
	[Insert the scope of other Personal Data provided by one Party

	who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]
	[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	[Be as specific as possible, but make sure that you cover all intended purposes.
	The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.
	The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]
Plan for return and destruction of the data once the Processing is complete	[Describe how long the data will be retained for, how it be returned or destroyed]
UNLESS requirement under Union or Member State law to preserve that type of data	