

THE SECRETARY OF STATE FOR WORK AND PENSIONS
AND
PA CONSULTING GROUP

TEST AND LEARN DPS
Project_26160

Version: 2.0

SCHEDULE F2:

ORDER FORM TEMPLATE AND CALL-OFF SCHEDULES

Part A - Order Form Template

Contract Number: 11948
From the ("Buyer "): The Secretary of State for Work and Pensions, Caxton House,
Tothill Street, London, SW1H 9NA

To the ("SUPPLIER")

Name: PA Consulting Group
Registered Address: 10 Bressenden Place, London, SW1E 5DN
Registered Number: 00414220
DUNS Number: 211000617

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. Completion and execution of a Call-Off Contract may be achieved using an equivalent document or electronic purchase order system. The text below should be copied into any electronic order forms.

DPS CONTRACT:

This Order Form is issued in accordance with and subject to the provisions of the Test and Learn DPS Contract with the reference number 20559 and dated 21st February 2024.

CALL-OFF INCORPORATED TERMS

The following documents shall be incorporated into this Call-Off Contract. If they conflict, the following order of precedence shall apply:

1. This Order Form other than the Paragraph entitled "Call-Off Tender".
2. The Core Terms (v3.0) and its Annex (Definitions).
3. The following Schedules (each taking equal precedence):

C1 (Contract Management v2.0).

C2 (DWP Minimum Security Schedule v2.0) – Not Applicable.

The following optional Schedule (where applicable).

C3 (Welsh Language Scheme) – Not Applicable.

C4 (Staff Transfer v1.0) – Not Applicable.

4. The Call-Off Tender provided that any parts of the Call-Off Tender which offer a better commercial position for the Buyer (as decided by the Buyer) will take precedence over the documents above.

No other terms whether written on the back of, appended to this order, or presented at the time of delivery shall form part of the Call-Off Contract.

1. CONTRACT PERIOD

(1.1) Start Date

1st May 2024

(1.2) Expiry Date

Subject to earlier termination of the Contract in accordance with Clause 14 (Ending the Contract) or any extension under Paragraph 2.6 below, the Call-Off Contract shall expire on 31st March 2026 ("**Initial Term**").

2. SERVICES REQUIREMENTS

(2.1) Services and Deliverables required

This Call-Off Contract is for the provision of the WorkWell National Support Team ("**NST**"), which forms part of a wider National Support Offer ("**NSO**"). The Supplier shall establish, manage and supervise the NST, through which continuous guidance, advice and support shall be provided across three phases to the fifteen (15) **Vanguards** in England, that have entered into a grant funding agreement to deliver WorkWell Services.

The Supplier shall deliver the Services across three phases:

1. Strategic Planning and Service Design;
2. Service Implementation and Delivery; and
3. Lessons learnt, toolkit development, and final report.

The Services and Deliverables (as defined in the Specification) are set out in the Specification.

For the purposes of this Order Form a "**Vanguard**" means an Integrated Care Board that is

selected to deliver WorkWell Services and that has entered into a WorkWell Grant Funding Agreement.

For the purposes of this Order Form “**WorkWell Services**” means the funded activities carried out by the Vanguard pursuant to a WorkWell Grant Funding Agreement. For the purposes of this Order Form “**WorkWell Grant Funding Agreement**” means the grant funding agreement entered into between the Vanguard and the Secretary of State for Work and Pensions in relation to the WorkWell Services.

(2.2) Specification

The Specification was issued with the “Invitation to Tender” documentation on 26th February 2024.

(2.3) Categories under which the above Services are being supplied

T2.8 Advice and Information

(2.4) Delivery Premises (if applicable)

Not applicable. There shall be no Delivery Premises for the Services. The Supplier shall deliver the Services face to face and/or virtually, as applicable to suit the needs of the Vanguards.

(2.5) Supplier's Outline Security Plan

Not Applicable.

(2.6) Special Terms**A. Ending the Contract**

Clause 14.2 of the Core Terms shall not apply in relation to the Supplier under this Call-Off Contract.

B. Supplier Delivery Plan

The Supplier shall provide a Supplier Delivery Plan (as defined in the Specification) in accordance with paragraphs 2.24 to 2.27 of the Specification.

If the Parties are unable to agree the contents of the Supplier Delivery Plan within ten (10) Working Days of the latest date for its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

The Supplier shall comply with the Supplier Delivery Plan throughout the Call-Off Contract

Period, from the date of the Buyer's acceptance of such Supplier Delivery Plan, and the subsequent acceptances of the revised Supplier Deliver Plan, all in accordance with paragraphs 2.24 to 2.27 of the Specification.

C. Call-off Contract Extension

The Buyer may extend the term of the Call-Off Contract beyond the Initial Term, by up to two (2) periods of up to three (3) months each (each an "**Extension Period**") by giving the Supplier at least one (1) month written notice prior to the Call-Off Expiry Date.

In the event the Buyer notifies the Supplier that is intending to exercise its right to extend the Call-Off Contract beyond the Initial Term, the Supplier shall provide the Buyer with a quote for the Charges for such Extension Period, which shall be calculated in accordance with the Contract Cost Register within three (3) Working Days of such request. Following the Buyer's internal governance processes and negotiations with the Supplier, if an agreement can be reached, the Buyer shall notify the Supplier of the agreed commercials of the Extension Period as soon as reasonably practicable, and the Parties shall proceed to execute the relevant documentation. If the Buyer does not accept the quote, or the Parties are unable to agree on the Charges that apply for the relevant Extension Period, the Call-Off Contract Period shall not be extended.

In the event that the Call-Off Contract is extended, the Call-Off Expiry Date (as set out in section 1.2 of this Order Form) will be deemed amended to the last day of the relevant Extension Period.

D. Annual Contract Review

Without prejudice to Schedule C1, the Strategic Review Meeting (as defined in the Specification) carried out in the fourth quarter of each year of the Call-Off Contract Period shall also amount to an annual contract performance review of the Supplier's provision of the Services. This Strategic Review Meeting shall be formally undertaken and documented. The Supplier will be expected to arrange, where necessary, access to any of its delivery locations, including those operated by Sub-Contractors.

E. Key Personnel

For the purposes of this Special Term E,

"**Key Personnel**" means those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in this Special Term E against each Key Role as at the Start Date or as amended from time to time in accordance with Special Term E4 and E5; and

"**Key Role**" means a role described as a Key Role in this Special Term E and any additional roles added from time to time in accordance with Special Term E2.

E1. The Supplier shall ensure that the Key Personnel fulfil the "Key Roles" required for the Supplier's Service Delivery Model (as defined in the Specification) during the Call-Off Contract Period, in accordance with the durations set out in the table below, and in accordance with the experience and requirements set out in paragraph 2.3 of the

Specification.

E2. The Buyer may identify any further roles as being a “Key Role” and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall for the purposes of this Call-Off Contract be included within the table below.

E3. The Supplier shall not replace any Key Personnel unless:

E3.1. requested to do so by the Buyer or the Supplier obtains the Buyer’s prior written consent to such removal or replacement (such consent not to be unreasonably withheld or delayed);

E3.2. the person concerned resigns, retires or dies or is on maternity leave, paternity leave or shared parental leave or long-term sick leave; or

E3.3. the person’s employment or contractual arrangement with the Supplier is terminated for material breach of contract by the employee.

E4. The Supplier shall:

E4.1. notify the Buyer promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);

E4.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

E4.3. give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel’s employment contract, this will mean at least three (3) Months’ notice;

E4.4 ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Services and Deliverables; and

E4.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Personnel whom they have replaced.

E5. The Buyer may require the Supplier to remove any Key Personnel that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Personnel.

E6. The Parties agree that they will update this Special Term E periodically to record any changes to the Key Personnel appointed by the Supplier after the Call-Off Start Date for the purposes of the delivery of the Services.

Key Personnel	Key Role(s)	Duration
[Redacted]	[Redacted]	Throughout the call-off contract period
[Redacted]	[Redacted]	Throughout the call-off contract period
[Redacted]	[Redacted]	Throughout the call-off contract period
[Redacted]	[Redacted]	Throughout the call-off contract period

F. Intellectual Property

F1. Clause 13.1 of the Core Terms shall be updated in accordance with the following, in which new drafting is underlined:

13.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR used in connection with the Services, including any Supplier Existing IPR which is embedded within or which is an integral part of the New IPR and/ or the Deliverables, to enable it to:

13.1.1 receive and use the Services and the Deliverables;

13.1.2 make use of the deliverables provided by a Replacement Supplier;

13.1.3 make use of services provided by any other providers of Test and Learn services (subject to the prior consent of the Supplier which shall not be unreasonably withheld or delayed);

13.1.4 make use of and receive the benefit of any New IPR; and

13.1.5 make use of the Deliverables (including but not limited to, the Maturity Assessment Matrix and the WorkWell Toolkit (each as defined in the Specification)) for the intended purpose, including beyond the Call-Off Contract Period.

13.1A The Buyer shall have the right to grant the Vanguard, members of Vanguard Partnerships (as defined in the Specification), any Crown Body or Central Government Body a sub-license to use, change and sub-license the Supplier's Existing IPR on the same terms as the licence granted pursuant to clause 13.1.

G. Exit Plan

G1. Within sixty (60) Working Days of the Call-Off Start Date, the Supplier will submit for the Buyer's review an Exit Plan (as defined below).

G2. Within sixty (60) Working Days of the Call-Off Expiry Date, or within ten (10) Working Days after service of a Termination Notice by either Party, whichever is the sooner, the Supplier will submit for the Buyer's approval an Exit Plan (as defined below) in a final form that could be implemented immediately.

G2. For the purposes of this Order Form an "**Exit Plan**" means a plan which is reasonably satisfactory to the Buyer and sets out as a minimum the following:

- G2.1 a detailed description of both the transfer and cessation processes, including a timetable;
- G2.2 details of any contracts which will be available for transfer to the Buyer upon the Expiry Date together with any reasonable costs required to effect such transfer;
- G2.3 proposals for providing the Buyer copies of all documentation relating to the use and operation of the Service and required for their continued use;
- G2.4 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Services;
- G2.5 proposals for the disposal of any redundant Deliverables and materials;
- G2.6 how the Supplier will ensure that there is no disruption to or degradation of the Deliverables during the period prior to the termination of the services provided by the Supplier, or such other period as may be clarified by the Buyer; and
- G2.7 any other information or assistance reasonably required by the Buyer.

G3. The Buyer and the Supplier will use their respective reasonable endeavours to agree the contents of the final form of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within ten (10) Working Days of the latest date for its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

H. Exit Requirements following Expiry or Termination

H1. In order to facilitate a smooth and orderly transfer of responsibility on the expiry or termination of the Call-Off Contract, the Supplier shall:

- H1.1 comply with the Buyer's reasonable requests in preparing, agreeing and implementing an Exit Plan, setting out the duties and responsibilities of the Supplier and the Buyer, leading up to and covering the expiry or termination of the Call-off Contract.

H1.2 save for any Commercially Sensitive Information, deliver to the Buyer any documents, information, manuals, and data in the possession or control of the Supplier which relate to the performance, monitoring, management and reporting of the Services and destroy securely any data as instructed by the Buyer.

H1.3 provide such information and data as is reasonably required by the Buyer for the purpose of any re-tender or transition process, such information and data to be provided to such timetable or deadlines as the Buyer reasonably requires.

H1.4 ensure that all information and data provided to the Buyer in connection with any re-tender or transition process is accurate and complete in all material respects, to the best of the Supplier's knowledge (having made due enquiry). This requirement shall apply to all the information that may be requested by the Buyer and supplied by the Supplier in connection with the re-tender or transition process.

I. Security Requirements

11. For the purposes of this Special Term I, "**Cyber Essentials**" shall mean the Government-backed, industry-supported scheme managed by the NCSC to help organisations to protect themselves against online threats or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.

12. For the purposes of this Special Term I, "**NCSC**" shall mean the National Cyber Security Centre or its successor entity (where applicable).

Cyber Essentials Scheme

13. The Supplier shall, and shall procure that any Sub-Contractor (as applicable) shall, obtain and maintain certification to Cyber Essentials (the "**Cyber Essentials Certificate**") in relation to the Services during the Contract Period. The Cyber Essentials Certificate shall be provided by the Supplier to the Buyer annually on the dates as agreed by the Parties.

14. The Supplier shall notify the Buyer of any failure to obtain, or the revocation of, a Cyber Essentials Certificate within 2 Working Days of confirmation of such failure or revocation. The Supplier shall, at its own expense, undertake those actions required in order to obtain a Cyber Essentials Certificate following such failure or revocation. For the avoidance of doubt, any failure to obtain and/or maintain a Cyber Essentials Certificate during the Call-Off Contract Period after the first date on which the Supplier was required to provide a Cyber Essentials Certificate in accordance with special term I3 (regardless of whether such failure is capable of remedy) shall constitute a Default entitling the Buyer to exercise its rights under Clause 14 (Ending the Contract).

Security Policies and Standards

15. The Supplier shall, and shall procure that any Sub-Contractor (as applicable) shall, comply with the Security Policies and Standards set out Annex B and C of this Order Form.

(2.7) Supplier's Business Continuity and Disaster Recovery Plan

For the purposes of this section 2.7, the following words shall have the following meanings and they shall supplement the Annex (Definitions and Interpretation) to the Core Terms.

"BCDR Plan" has the meaning given to it in this paragraph 2.7 of this Order Form.

"Business Continuity Plan" has the meaning given to it in this section 2.7 of this Order Form.

"Disaster" means the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables and/or the Services, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable).

"Disaster Recovery Plan" has the meaning given to it in this section 2.7 of this Order Form.

"Related Supplier" means any person who provides services to the Buyer which are related to the Services from time to time.

"Review Report" has the meaning given to it in this section 2.7 of this Order Form.

"Supplier's Proposals" has the meaning given to it in this section 2.7 of this Order Form.

BCDR Plan

Within forty (40) calendar days of the Call-Off Start Date, the Supplier shall provide the Buyer for the Buyer's approval, a Business Continuity and Disaster Recovery Plan ("**BCDR Plan**"), in accordance with clause 6 of the Core Terms. Such BCDR Plan should cover, without limitation, the processes and arrangements that the Supplier shall follow to:

- ensure continuity of the business processes and operations used to deliver the Services, following any failure or disruption of any element of the Services, including the provision of the Deliverables; and
- the recovery of the elements of the Services (including the Deliverables) in the event of a Disaster.

The BCDR Plan shall be divided into three (3) sections:

- Section 1 which sets out general principles applicable to the BCDR Plan;
- Section 2 which shall relate to business continuity (the "Business Continuity Plan"); and
- Section 3 which shall relate to disaster recovery (the "Disaster Recovery Plan").

The Buyer and the Supplier will use their respective reasonable endeavours to agree the contents of the draft BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of the latest date for its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

General Principles of the BCDR Plan (Paragraph 1)

Paragraph 1 of the BCDR Plan shall:

- set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
- provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Services and/or Deliverables and the services provided to the Buyer by a Related Supplier;
- contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
- detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
- contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
- contain a risk analysis, including:
 - failure or disruption scenarios and assessments of likely frequency of occurrence;
 - identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
 - identification of risks arising from an Insolvency Event of the Supplier, any Key Sub-Contractors and/or any member of the Supplier's group;
 - identification of risks arising from the interaction of the provision of Deliverables and/or the Services with the goods and/or services provided by a Related Supplier; and
 - a business impact analysis of different anticipated failures or disruptions;
- provide for documentation of processes, including business processes, and procedures;
- set out key contact details for the Supplier (and any Sub-Contractors) and for the Buyer;
- identify the procedures for reverting to "normal service";
- set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.

The BCDR Plan shall be designed so as to ensure that:

- the Deliverables are provided in accordance with this Call-Off Contract at all times during and after the invocation of the BCDR Plan;
- the adverse impact of any Disaster is minimised as far as reasonably possible;
- it complies with the relevant provisions of ISO/IEC 27002 and equivalents all other industry standards from time to time in force; and

- it details a process for the management of disaster recovery testing.

The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and/or the Services and the business operations supported by the provision of Deliverables and the Services.

The Supplier shall not be entitled to any relief from its obligations under the Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any Default by the Supplier of this Call-Off Contract.

Business Continuity (Paragraph 2)

The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of the Services (including the provision of the Deliverables) remain supported and to ensure continuity of the business operations supported by the Services including:

- the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of the Services; and
- the steps to be taken by the Supplier upon resumption of the provision of the Services in order to address the effect of the failure or disruption.

The Business Continuity Plan shall:

- address the various possible levels of failures of or disruptions to the provision of the Services;
- set out the Services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services (including to the Deliverables);
- specify any applicable Service Levels with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Service Levels in respect of the provision of other Services during any period of invocation of the Business Continuity Plan; and
- set out the circumstances in which the Business Continuity Plan is invoked.

Disaster Recovery (Paragraph 3)

The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.

The Supplier's BCDR Plan shall include, as a minimum, an approach to business continuity and disaster recovery that addresses the following:

- loss of access to the Suppliers premises;
- loss of utilities to the Suppliers premises;
- loss of a Sub-Contractor;
- loss of access to electronic systems used to deliver the Services;

- emergency notification and escalation process;
- contact lists;
- staff training and awareness
- BCDR Plan testing;
- post implementation review process;
- any applicable Service Levels with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
- details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- testing and management arrangements.

Reviewing and changing the BCDR Plan

The Supplier shall review the BCDR Plan:

- on a regular basis and as a minimum once every six (6) Months;
- within three (3) calendar Months of the BCDR Plan (or any part) having been invoked.

Each review of the BCDR Plan pursuant to this section 2.7 of the Order Form shall assess its suitability having regard to any change to the Services (including to the Deliverables) or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.

Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services (including to the Deliverables).

Testing the BCDR Plan

The Supplier shall test the BCDR Plan:

- regularly and in any event not less than once in every year of the Contract Period;
- in the event of any major reconfiguration of the Services (including to the Deliverables);
- at any time where the Buyer considers it necessary (acting in its sole discretion).

If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.

The Supplier shall ensure that any use by it or any Sub-Contractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.

The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:

- the outcome of the test;
- any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
- the Supplier's proposals for remedying any such failures.

Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

Invoking the BCDR Plan

In the event of a complete loss of Services or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

Circumstances beyond your control

The Supplier shall not be entitled to relief under Clause 31 (Circumstances beyond your control) of the Core Terms if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this section 2.7 of the Order Form, and clause 6 of the Core Terms.

(2.8) Disclosure and Barring Service and/or other required vetting checks

The Supplier shall ensure that all Supplier Personnel has undertaken a Baseline Personnel Security Standard (BPSS) vetting check.

(2.9) European Social Fund

N/A

3. PERFORMANCE OF THE SERVICES AND DELIVERABLES

(3.1) Performance Requirements

When providing the Services, the Supplier shall as a minimum ensure that it achieves the following Service Levels:

Service Level Title	Service Level Description	SLA Target
Social Value SLA	<p>On a 6-monthly basis, the Buyer shall measure the percentage achievement against the following three Social Value measures:</p> <p>1 - Percentage of all companies in the supply chain of the Supplier under the Call-Off Contract to have implemented measures to improve the physical and mental health and wellbeing of employees. (Note: Treat as 'achieved' if 100%)</p> <p>2- Percentage of all companies in the supply chain of the Supplier under the Call-Off Contract to have implemented the 6 standards in the Mental Health at Work commitment. (Note: Treat as 'achieved' if 100%)</p> <p>3- Percentage of all companies in the supply chain of the Supplier under the Call-Off Contract to have implemented the mental health enhanced standards, for companies with more than five hundred (500) employees, in Thriving at Work.</p> <p>(Note: Treat as 'achieved' if either a) achieved or b) no companies with more than five hundred (500) employees in the Supply Chain)</p>	100% 'achieved'
Vanguard Partnership Satisfaction	<p>On a quarterly basis, the Buyer will conduct a Vanguard Partnership Satisfaction Survey to understand how satisfied the Vanguards are with their interactions with the NST.</p>	80%

SLA	<p>The survey will be based on a scale of 1 to 5. The scale will be as follows:</p> <p>1 Very dissatisfied 2 Dissatisfied 3 Neither dissatisfied or satisfied (disaffected), 4 Satisfied 5 Very satisfied.</p> <p>The Buyer will take the number of satisfied and disaffected Vanguards (those who rated the Supplier 3, 4 or 5) ("Satisfied Responses") and divide by the total number of answers received.</p> <p>For example, if 10 of 15 responses have a rating of 3, 4 or 5, the Supplier's score would be 66%.</p> $\frac{\text{Total number of Satisfied Responses}}{\text{Total number of responses}} \times 100$	
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See paragraph 3.14 of the Specification for more detail.

If the level of performance of the Supplier of any element of the Services during the Call-Off Contract Period is a Service Failure, which if it occurs would be identified as a Critical Service Failure in the table above, the Buyer shall be entitled to terminate this Call-Off Contract pursuant to Clause 14.4.7.

(3.2) Performance Monitoring Regime/Management Information

In accordance with paragraph 3.12 to 3.13 of the Specification, the Supplier shall provide Performance Management Information to the Buyer including, but not limited to the following:

Category	Respective Performance Requirement Description
Supplier Delivery Plan	<p>Supplier to deliver the Supplier Delivery Plan to the Buyer within five (5) Working Days of the Call-Off Start Date, with an updated version to be provided no later than five (5) Working Days of the start of Phases 2 and 3</p> <p>See paragraph 2.24 to 2.27 of the Specification for more detail.</p>

Performance Management Report	Supplier to deliver the populated Performance Management Report to the Buyer, three (3) Working Days before the relevant Fortnightly Performance Meeting. See paragraph 3.4 to 3.5 of the Specification for more detail.
Maturity Assessment Matrix Report	Supplier to deliver the Maturity Assessment Matrix Report to the Buyer by 31 July 2024. See paragraph 2.11 to 2.12 of the Specification for more detail.
NST Final Report	Supplier to deliver the NST Final Report to the Buyer no later than 30 days prior to the end of the Initial Term. See paragraph 2.22vi of the Specification for more detail.
Intellectual Property Rights Activity Log	Supplier to populate and return to the Buyer, on a 6-monthly basis an Intellectual Property Rights Activity Log, the template for which shall be provided by the Buyer within five (5) Working Days of the Call-Off Start Date. The template shall record the Supplier's Existing IPR and third-party software used under this Call-Off Contract and any New IPR created under this Call-Off Contract (pursuant to Core Terms v3.0, clause 13 (Intellectual Property Rights (IPR) as amended).
The Supplier shall also provide any other performance monitoring information, including meeting notes and risk logs, when reasonably requested by the Buyer, within the timeframe specified by the Buyer.	

4. PRICE, PAYMENT

(4.1) Charges payable by the Buyer (excluding VAT), and payment profile:

The Charges shall become payable to the Supplier in accordance with the payment model for this Call-Off Contract detailed in paragraphs 4.6 to 4.10 of the Specification, which is summarised below.

Phase	Summary of payment model	Summary	Deliverable Fixed Fee due

Schedule F2: Order Form and Call-Off Schedules Template v2.0

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Phase 1	Phase 1 shall have a total maximum value of 30% of the Total Contract Value. The relevant Deliverable Fixed Fee (as defined in the Specification) shall become payable upon the Buyer's acceptance of each of Deliverables 1 to 5 in Phase 1.	Deliverable 1	One-off payment of [Redacted] upon acceptance by the Buyer
		Deliverable 2	One-off payment of [Redacted] upon acceptance by the Buyer
		Deliverable 3	One-off payment of [Redacted] upon acceptance by the Buyer
		Deliverable 4	One-off payment of [Redacted] upon acceptance by the Buyer
		Deliverable 5	Made up of three payments of [Redacted] upon acceptance of each by the Buyer
Phase 2	Phase 2 shall have a total maximum value of 60% of the Total Contract Value, which shall be payable by the Buyer in 18 separate instalments of the Monthly Service Fee (as defined in the Specification). Such Monthly Service Fees for Phase 2 shall start to accrue from 1 October 2024 and shall be payable by the Buyer monthly in arrears in accordance with the	Monthly Service Fee	Monthly payment of [Redacted] for 18 months

	Contract Cost Register.		
Phase 3	Phase 3 shall have a total maximum value of 10% of the Total Contract Value. The relevant Deliverable Fixed Fee (as defined in the Specification) shall become payable upon the Buyer's acceptance of each of Deliverables 6 to 8 in Phase 3.	Deliverable 6	One-off payment of [Redacted] upon acceptance by the Buyer
		Deliverable 7	One-off payment of [Redacted] upon acceptance by the Buyer
		Deliverable 8	One-off payment of [Redacted] upon acceptance by the Buyer

(4.2) Invoicing and Payment

The Supplier shall issue invoices in accordance with instructions notified to it by the Buyer. Where required by the Buyer the Supplier must use electronic purchase to pay (P2P) routes, including Catalogue and e-Invoicing. The Supplier shall work with the Buyer to set up and test all electronic P2P routes. This may involve creating technical ordering and invoice files, including working with the Buyer's ERP system service suppliers and systems.

METHOD OF PAYMENT

BACS to account:

Account name: PA Consulting Services Limited

Account number: [Redacted]

Sort code: [Redacted]

SWIFT: [Redacted]

IBAN: [Redacted]

Bank name: [Redacted]

Bank address: [Redacted]

ADDRESS FOR NOTICES TO THE BUYER

Via the Buyer's eProcurement Portal's (Jaggaer or any future replacement system) messaging functionality.

Authorised Processing List

Description Of Authorised Processing	Details
Subject matter of the processing	Provision of the WorkWell National Support Team (part of a wider National Support Offer), to deliver continuous guidance, advice and support across 3 phases to 15 Vanguards in England, that have entered into a grant funding agreement to deliver WorkWell Services.
Duration of the processing	For the duration of the Call-Off Contract Period.
Nature and purposes of the processing	<p>The Supplier will have access to names and contact details of members of the Vanguards, Vanguard Partnerships and Non-Vanguards for the purpose of delivering the specified support and advice, training, networks and meetings.</p> <p>The Supplier will have access to performance management information for the Vanguard Partnerships, in order to support development of and progress against any performance improvement plans.</p> <p>The Supplier will have access to names and contact details of DWP and DHSC members of staff for the purposes of collaboration, contract management and performance management activity.</p>
Type of Personal Data	Basic personal identifiers for individuals within the Vanguards, Vanguard Partnerships, Non-Vanguards, DWP and DHSC (including without limitation name, email address, address and telephone number).
Categories of Data Subject	Individuals within the Vanguards, Vanguard Partnerships, Non-Vanguards, DWP and DHSC.
Plan for return and destruction of the data once the processing is complete	Details to be provided by the Supplier as part of their draft Exit Plan.

Description Of Authorised Processing	Details
UNLESS requirement under European Union or European member state law to preserve that type of data	

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[Redacted]	Signature:	[Redacted]
Name:	[Redacted]	Name:	[Redacted]
Role:	[Redacted]	Role:	[Redacted]
Date:	30 th April 2024	Date:	30 th April 2024

Part B

Call-Off Schedules

> C1 (Contract Management v2.0)



C1 (Contract
Managementv2.0) W

Annex A

Contract Cost Register

The attached Contract Cost Register was submitted with the tender response dated 19 March 2024.

[Redacted]

ANNEX B

BUYER SECURITY POLICIES

The Security Policies are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards> unless specified otherwise:

- a) Acceptable Use Policy
- b) Information Security Policy
- c) Personnel Security Policy
- d) Physical Security Policy
- e) Information Management Policy
- f) Email Policy
- g) Technical Vulnerability Management Policy
- h) Remote Working Policy
- i) Social Media Policy
- j) Forensic Readiness Policy
- k) Microsoft Teams recording and transcription policy
- l) SMS Text Policy
- m) Privileged Users Security Policy
- n) Protective Monitoring Security Policy
- o) User Access Control Policy
- p) Security Classification Policy
- q) Cryptographic Key Management Policy
- r) HMG Personnel Security Controls – May 2018 (published on <https://www.gov.uk/government/publications/hmg-personnel-security-controls>)
- s) NCSC Secure Sanitisation of Storage Media (published on <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>)

ANNEX C

SECURITY STANDARDS

The Security Standards are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>:

- a) SS-001 - Part 1 - Access & Authentication Controls
- b) SS-001 - Part 2 - Privileged User Access Controls
- c) Security Standard Physical and Electronic Security (Part 1)
- d) SS-002 - PKI & Key Management
- e) SS-003 - Software Development
- f) SS-005 - Database Management System
- g) SS-006 - Security Boundaries
- h) SS-007 - Use of Cryptography
- i) SS-008 - Server Operating System
- j) SS-009 - Hypervisor
- k) SS-010 - Desktop Operating System
- l) SS-011 - Containerisation
- m) SS-012 - Protective Monitoring Standard for External Use
- n) SS-013 - Firewall Security
- o) SS-014 - Security Incident Management
- p) SS-015 - Malware Protection
- q) SS-016 - Remote Access
- r) SS-017 - Mobile Devices
- s) SS-018 - Network Security Design
- t) SS-019 - Wireless Network
- u) SS-022 - Voice & Video Communications
- v) SS-023 - Cloud Computing
- w) SS-025 - Virtualisation
- x) SS-027 - Application Security Testing
- y) SS-028 - Microservices Architecture
- z) SS-029 - Securely Serving Web Content
- aa) SS-030 - Oracle Database
- bb) SS-031 - Domain Management
- cc) SS-033 - Security Patching
- dd) SS-035 - Backup and Recovery
- ee) SS-036 - Secure Sanitisation and Destruction