

Framework Schedule 6 (Order Form Template and CallOff Schedules)

Order Form

CALL-OFF REFERENCE:	ECM11233
CALL-OFF TITLE:	DWP Digital Debt Management Service
CALL-OFF CONTRACT DESCRIPTION:	19-month contract for the provision of digital product design, development and migration services to support the transformation of DWP Debt Management.
THE BUYER:	Department for Works and Pensions
BUYER ADDRESS	Caxton House, Tothill Street, London, SW1H 9NA
THE SUPPLIER:	BetterGov (a trading name of Better Group Ltd)
SUPPLIER ADDRESS:	1 Wildwood Terrace, Hampstead Heath, London, NW3 7HT
REGISTRATION NUMBER:	10241361
DUNS NUMBER:	221884958
SID4GOV ID:	465898

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 31st August 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 1 – Digital Programmes

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 6 (Key Subcontractors) ○ Joint Schedule 7 (Financial Difficulties) ○ Joint Schedule 8 (Guarantee) ○ Joint Schedule 10 (Rectification Plan) ○ Joint Schedule 11 (Processing Data) ○ Joint Schedule 12 (Supply Chain Visibility) ○ Joint Schedule 13 (Cyber Essentials)
 - Call-Off Schedules for RM6263 ○ 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) ○ Call-Off Schedule 10 (Exit Management) ○ Call-Off Schedule 13 (Implementation Plan and Testing) ○ Call-Off Schedule 14a (Service Levels)

- Call-Off Schedule 15 (Call-Off Contract Management) ○
Call-Off Schedule 16 (Benchmarking) ○ 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:

Special Term 1

“Start Date” to be amended in Joint Schedule 1 (Definitions) as follows: In the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form which shall be the latter of :

- (a) the date of start of a Call-Off Contract as stated in the Order
Form; and
- (b) the date on which the first Statement of Work under the relevant Call-Off
Contract is executed; and in the case of a Statement of Work, the date specified
in that Statement of Work.

Special Term 2

A new Clause 10.2.3 shall be added to the Core Terms: 10.2.3 Each Buyer has the right to terminate a Statement of Work at any time without reason by giving the Supplier not less than 30 days' written notice

Special Term 3

The provision of Clause 10.6.5 of the Core Terms shall be revised as follows (with changes shown in underline):

10.6.5 The following Clauses survive the termination or expiry of each Contract (or any individual Statement of Work): 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

Special Term 4

The provision of Clause 10.7.3 of the Core Terms shall be revised as follows (with changes shown in strikethrough and underline):

Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it including terminating or suspending any or all Statements of Work made under the Call-Off Contract. If the Buyer suspends a Contract and/or Statement or Work, it can provide the Deliverables itself or buy them from a third party.

Special Term 5

The following new Clauses 10.7.3A – 10.7.3D shall be added to the Core Terms:

10.7.3A Where the Buyer terminates a Statement of Work pursuant to Clause 10.7.3 under any of Clauses 10.2.2, 10.2.3, 10.4.1, 10.4.2, 10.4.3 or 20.2 or a Statement of Work expires all of the following apply:

- (a) The Buyer's payment obligations under the terminated or expired Statement of Work stop immediately (excluding termination under 10.2.3).
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer, any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the termination or expiry date of the Statement of Work.
- (d) The Supplier must promptly delete or return the Government Data held or received under the relevant Statement of Work except where required to retain copies by Law.
- (e) The Supplier must promptly return any of the Buyer's property provided under the terminated or expired Statement of Work.
- (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.7.3B In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Statement of Work under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Statement of Work duration.

10.7.3C In addition to the consequences of termination listed in Clause 10.6.1, if terminates a Statement of Work under Clause 10.2.3: (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value

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of this payment is limited to the total sum payable to the Supplier if the Statement of Work had not been terminated. [Note to DWP: This replicates the position re termination of the Call Off Contract whereby reasonable committed and unavailable Losses would be recoverable by the Supplier, as the SOW is deemed to be part of the Contract in any event DWP would have had to pay this amount in the event of termination of the Call Off Contract

10.7.3D In addition to the consequences of termination listed in Clause 10.7.3A, where a Party terminates a Statement of Work under Clause 20.2 each Party must cover its own Losses

Special Term 6

A new paragraph 10 of Part B: Long Form Security Requirements will be added to Call Off schedule 9.

Special Term 9

A new paragraph 11 shall be added to Return of kit words (Call Off Schedule 10 (Exit).

CALL-OFF START DATE:	1st September 2023
CALL-OFF EXPIRY DATE:	31st March 2025
CALL-OFF INITIAL PERIOD:	19 Months
CALL-OFF OPTIONAL EXTENSION PERIOD:	4 Months Up to a maximum value of £500,000 (ex VAT)
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	3 Months
CALL-OFF CONTRACT VALUE:	£1,446,820 (ex VAT) £289,364 (VAT) £1,736,184 (inc VAT)
KEY SUB-CONTRACT PRICE:	Not Applicable

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

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)

The supplier will be required to comply with;

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 (published on HMG personnel security controls - GOV.UK (www.gov.uk))

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 £1,009,394.63 (ex VAT). This covers the period of: 01/09/2023 – 31/08/2024.

CALL-OFF CHARGES

Fixed Price

See details in Call-Off Schedule 5 (Pricing Details and Expenses Policy) for further details.

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

REIMBURSABLE EXPENSES

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

PAYMENT METHOD

The Supplier will issue electronic invoices monthly in arrears.

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

Copy invoices will be emailed to the named individual provided for in each Statement of Work. All invoices must meet the following requirements:

- Must include a valid purchase order number
- All files/invoices must be in PDF format
- One PDF per invoice – all supporting documentation must be included within the single PDF
- Supplier should not attach additional/separate supporting documentation as a separate file

Multiple invoices can be attached to one email, but each invoice must be in a separate PDF (with no additional supporting files as described above).

The Supplier must be able to use electronic purchase to pay (P2P) routes, including catalogue and invoicing.

The Supplier must work with DWP to set up and test all electronic P2P routes. This may involve creating technical ordering and invoicing files, including working with DWP's ERP system service supplier and systems.

BUYER'S INVOICE ADDRESS:

REDACTED TEXT under FOIA Section 40

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40

BUYER'S ENVIRONMENTAL POLICY

The buyer is in the process of developing its environmental policy and intend to introduce this as part of the variation process.

BUYER'S SECURITY POLICY

See details in Special Term 6 above.

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40

SUPPLIER'S CONTRACT MANAGER

REDACTED TEXT under FOIA Section 40

PROGRESS REPORT FREQUENCY

Monthly, or as agreed in the SoW

PROGRESS MEETING FREQUENCY Monthly, or
as agreed in the SoW

KEY STAFF

REDACTED TEXT under FOIA Section 40

KEY SUBCONTRACTOR(S)

Scrumconnect Limited
Fraser House,
56, Kingston Road,
Staines-Upon-Thames,
Middlesex,
England,
TW18 4LN

COMMERCIALLY SENSITIVE INFORMATION

Rate Card
Pricing Schedule

MATERIAL KPIs

Not Applicable

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14A (Service Levels).

The Service Credit Cap is set at 25% of the Payment Milestone Value for each Milestone.

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. Supply documentation on the suppliers Carbon Reduction Plan
2. Supply evidence on whether they are taking active steps to reduce Green House Gas Emissions.

STATEMENT OF WORKS

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED TEXT under FOIA Section 40	Signature:	REDACTED TEXT under FOIA Section 40
Name:	REDACTED TEXT under FOIA Section 40	Name:	REDACTED TEXT under FOIA Section 40
Role:	D REDACTED TEXT under FOIA Section 40	Role:	REDACTED TEXT under FOIA Section 40
Date:	31 st August 2023	Date:	31 August 2023

Appendix 1

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

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

Annex 1 (Template Statement of Work)

SOW 1 - Debt (NDS)

Final Signed.pdf

REDACTED

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:

Description	Details
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<p>Identity of Controller for each Category of Personal Data</p>	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>The Supplier processes the personal information of members of the public including, but not limited to:</p> <ul style="list-style-type: none"> • name, • nationality, immigration history, present and past • addresses • criminal record • financial information • copies of passports and/or other identity documents • photographs • date of birth • reference numbers held by the DWP and / or other agencies and government departments, together with similar details for family members. <p>Access to such data will be restricted to those Supplier Staff who need to process such information and whom must have SC level of clearance.</p> <p>The Supplier is Controller and the Relevant Authority is Processor</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 2 to paragraph 15 of the following Personal Data:</i></p> <ul style="list-style-type: none"> • <i>Supplier Staff details</i> <p>The Parties are Joint Controllers</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"> • <i>Business contact details of Supplier Staff for which the</i> • <i>Supplier is the Controller,</i> • <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller</i>
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	<p>The Parties are Independent Controllers of Personal Data</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">• <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i>• <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>
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Duration of the Processing	<i>The duration of this Call-Off Contract, including any extension period(s)</i>
Nature and purposes of the Processing	<p><i>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.</i></p> <p>Supplier Processing</p> <p><i>The Supplier is not engaged to Process Buyer Personal Data, however, the Supplier may (i) have the ability to access Buyer Personal Data by virtue of access to Buyer systems and/or (ii) receive Buyer Personal Data by virtue of correspondence between the Parties.</i></p> <p><i>In respect of (i), all such Buyer Personal Data will remain within the Buyer estate and the Buyer will remain responsible for all data handling controls. The Supplier will follow the Buyer's direction and guidelines on staff security clearance and processes for access to Buyer systems, including role-based access controls and security standards. Where the Supplier is required to grant user access, this will be limited to Buyer provisioned laptops and approved USB devices.</i></p> <p><i>Any requirement to share data externally, such as with third parties for diagnostic purposes, is not to be undertaken by the Supplier and will remain the responsibility of the Buyer. In respect of (ii), the nature of Processing by the Supplier shall be limited to the storage and retrieval of Buyer Personal Data as is necessary for the Supplier to contact and communicate with the Buyer in order to properly perform this Call-Off Contract.</i></p> <p>Buyer Processing</p> <p><i>The nature of the Processing by the Buyer shall be for the recording, storage and retrieval of Supplier Staff business contact details and images. The purpose of such Processing by the Buyer is in order to receive the Services under this Call-Off Contract and will include such Processing as is required in accordance With Buyer standard practice in order to permit access to Buyer data, information technology systems and premises.</i></p>
Type of Personal Data	<i>Name(s), business e-mail address, business telephone number, and in respect of Supplier Staff image.</i>
Categories of Data Subject	<p><i>Any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier Staff) for which the Buyer is the controller.</i></p> <p><i>Supplier Staff engaged in the performance of the Supplier's duties under the Contract for which the Supplier is the Controller</i></p>

<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p><i>Erase or destroy appropriately as directed by the Buyer.</i></p>
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