



Crown  
Commercial  
Service

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

### **Order Form**

Version 2

Crown Copyright 2020

## **Order Form, Statement of Work and Call-Off Schedules**

### **Order Form**

Call-Off Reference: 19192

Call-Off Title: Service Designer - 1

Call-Off Contract Description: The service designer will support activity in the Shared Channels Experience category of DWP Digital.

The Buyer: Department for Work & Pensions

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

The Supplier: Capgemini UK plc

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

Registration Number: 943935

DUNS Number: 211980537

SID4GOV ID: 208865

### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 7th March 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 to Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

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

### **Call-Off Lot**

Lot 2 Individual Specialists

### **Call-Off Incorporated Terms**

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.7
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan)
    - 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) (Parts E and C only)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
  - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 9 (Security) (Part A only)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-Off Schedule 26 (Cyber Essentials Scheme)

5 CCS Core Terms (version 3.0.9)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

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

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

**Call-Off Special Terms**

The following Special Terms are incorporated into this Call-Off Contract:

None

Call-Off Start Date: 6<sup>th</sup> March 2023

Call-Off Expiry Date: 5<sup>th</sup> March 2024

Call-Off Initial Period: 12 Months

Call-Off Optional Extension Period: N/A

Minimum Notice Period for Extensions: N/A

Call-Off Contract Value: £241,362 Inclusive of VAT £201,135 Exclusive of VAT

#### **Call-Off Deliverables**

<b>Name of deliverable</b>	<b>Location</b>	<b>Number of days</b>	<b>Day rate</b>	<b>Total</b>

#### **Buyer's Standards**

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

#### **Cyber Essentials Scheme**

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Certificate OR 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 and then further amended by this Order Form.

For the purposes of this Order Form, clause 11.2 of the Core Terms, as amended by the Framework Award Form Special Terms, shall be deleted and replaced with:

“11.2 The:

(a) Buyer's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the lesser of;

(b) Supplier's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more that the greater of;

unless specified in the Call-Off Order Form.”

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £201,135.00 exclusive of VAT.

#### **Call-Off Charges**

Time and Materials (T&M)

#### **Reimbursable Expenses**

Buyer expenses must be pre agreed by individual project lead and be in line with the Buyer



[REDACTED]  
[REDACTED]  
[REDACTED]  
1 Forge End, Woking, Surrey, GU21 6DB

**Key Staff**

[REDACTED]  
[REDACTED]  
Worker Engagement Route is inside of IR35

**Key Subcontractor(s)**

Not applicable

**Commercially Sensitive Information**

As per Joint Schedule 4 (Commercially Sensitive Information)

**Additional Insurances**

Not applicable

**Guarantee**

Not applicable

**Statement of Works**

Name of deliverable	Location	Number of days	Day rate	Total
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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:**

Signature: [REDACTED]

Name [REDACTED]

Role [REDACTED]

Date: 15 / 03/2023

**For and on behalf of** [REDACTED]  
Signature: [REDACTED]  
Name [REDACTED]  
Role [REDACTED]  
Date: 07.03.2023



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

## **Annex 1 (Service Designer Statement of Work)**

### **1 Statement of Works (SOW) Details**

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

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

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

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

**Date of SOW:** 6<sup>th</sup> March 2023

**SOW Title:** Service Designer 1

**SOW Reference:** SOW001

**Call-Off Contract Reference:** 25442

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

**Supplier:** Capgemini UK plc

**SOW Start Date:** 6<sup>th</sup> March 2023

**SOW End Date:** 5<sup>th</sup> March 2024

**Duration of SOW:** 12 Months

**Key Personnel (Buyer)** [REDACTED]

**Key Personnel (Supplier)** [REDACTED]

**Subcontractors:** Not applicable

## 2 Call-Off Contract Specification – Deliverables Context

The Supplier shall make available the following resource for the following number of days between the Start Date and End Date.

Name of deliverable	Location	Number of days
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

### 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 to a minimum level of Baseline Personnel Security Standard (BPSS).

### 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).

### 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)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Worker Engagement Route is inside of IR35

The Supplier must confirm in writing prior to the commencement of each Statement of Work that the resources deployed to deliver the Services are employees (with PAYE tax and NI deducted at source).



IR35.pdf

### 3 Charges

#### Call Off Contract Charges:

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

- Time and Materials

#### Rate Cards Applicable:

Name of deliverable	Location	Number of days	Day rate	Total
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

#### Reimbursable Expenses:

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

### 4 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

Name: [REDACTED]

Title: [REDACTED]

Date: 15/03/2023

Signature: [REDACTED]

#### For and on behalf of the Buyer

Name: [REDACTED]

Title: [REDACTED]

Date: 07.03.2023

Signature: [REDACTED]



## Annex 1

### Data Processing

- 1) The contact details of the Buyer's Data Protection Officer [REDACTED]
- 2) The contact details of the Supplier's Data Protection Officer [REDACTED]
- 3) The Processor for this Call-Off Contract shall be the Supplier.
- 4) The Controller for this Call-Off Contract shall be the Buyer.
- 5) As Processor, the Supplier shall comply with any further written instructions with respect to Processing by the Controller.
- 6) Any such further instructions shall be incorporated into this SOW in accordance with the Variation procedure.

Description	Details
Identity of Controller for each Category of Personal Data	<ol style="list-style-type: none"> <li>1. The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: <ol style="list-style-type: none"> <li>a. business contact details of Supplier Staff for which the Supplier is the Controller; and</li> <li>b. business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the Buyer is the Controller.</li> </ol> </li> <li>2. Buyer shall be a Controller for the purposes of Data Protection Legislation in respect of: <ol style="list-style-type: none"> <li>a. opinions and responses provided (including any special category personal data that may be collected) during any research activity by: <ol style="list-style-type: none"> <li>i. directors, officers, employees, agents, consultants and contractors of Buyer</li> </ol> </li> </ol> </li> </ol>
Duration of the Processing	From the Start Date to the Expiry Date of the SOW
Nature and purposes of the Processing	<p><b>Supplier Processing</b></p> <p>The Supplier will Process the Personal Data as set out broadly in this SOW001. The parties agree that:</p> <ol style="list-style-type: none"> <li>1. 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 undertaken at the Buyer's direction.</li> <li>2. Any access for the Supplier to Buyer systems will be limited to Buyer provisioned laptops and approved USB devices.</li> </ol> <p>Any requirement to share data externally, such as with third parties for diagnostic purposes, is not to be undertaken by the Supplier and</p>

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

	will remain the responsibility of the Buyer.
Type of Personal Data	<ol style="list-style-type: none"> <li>1. Contact information (e.g. business e-mail address, telephone number etc.).</li> <li>2. Personal life information (e.g. life habits, family situation).</li> <li>3. Employment information (e.g. position, experience or employment history).</li> <li>4. Identification information (e.g. name, gender, image in communication systems).</li> </ol>
Categories of Data Subject	<ol style="list-style-type: none"> <li>1. Any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the Buyer is the Controller</li> <li>2. Supplier Staff engaged in the performance of the Supplier's duties under the SOW for which the Supplier is the Controller.</li> </ol>
<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>	Delete or return as directed by the Buyer