

## Award Form

This Award Form creates this Contract. It summarises the main features of the procurement and includes the Buyer and the Supplier's contact details.

1.	<b>Buyer</b>	<p>The Secretary of State for The Department for Work and Pensions acting as part of the Crown (the Buyer).</p> <p>Its offices are on:</p> <p>Caxton House</p> <p>Tothill Street</p> <p>London</p> <p>SW1H 9NA</p>
2.	<b>Supplier</b>	<p>Name: CAPGEMINI UK PLC</p> <p>Address: No.1 Forge End Woking Surrey GU21 6DB England</p> <p>Registration number: 0943935</p> <p>SID4GOV ID: 208865</p>
3.	<b>Contract</b>	<p>This Contract between the Buyer and the Supplier is for the supply of digital services to support the Synergy programme. See Schedule 2 (Specification) for full details. Digital services to support the Synergy programme.</p>
4.	<b>Contract reference</b>	<b>ECM Ref TBC</b>
5.	<b>Buyer Cause</b>	<p>Any material breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of this Contract and in respect of which the Buyer is liable to the Supplier.</p>

<b>6.</b>	<b>Collaborative working principles</b>	The Collaborative Working Principles do not apply to this Contract.
<b>7.</b>	<b>Financial Transparency Objectives</b>	The Financial Transparency Objectives do not apply to this Contract.
<b>8.</b>	<b>Start Date</b>	19 <sup>th</sup> October 2024
<b>9.</b>	<b>Expiry Date</b>	30 <sup>th</sup> September 2025
<b>10.</b>	<b>Extension Period</b>	This Contract can be extended by the Buyer for 2 periods of up to 12 months each by giving the Supplier 4 weeks written notice before its expiry.
<b>11.</b>	<b>Ending this Contract without a reason</b>	The Buyer has the right to terminate this Contract at any time without reason by giving the Supplier not less than thirty (30) days' written notice and if it's terminated 14.6.3 applies.
<b>12.</b>	<b>Incorporated Terms</b> (together these documents form the " <b>this Contract</b> ")	<p>The following documents are incorporated into this Contract. Where numbers are missing, we are not using these Schedules. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> <li>(a) This Award Form</li> <li>(b) Any Special Terms (see <b>Section 13 (Special Terms)</b> in this Award Form)</li> <li>(c) Core Terms</li> <li>(d) Schedule 36 (Intellectual Property Rights)</li> <li>(e) Schedule 1 (Definitions)</li> <li>(f) Schedule 6 (Transparency Reports)</li> <li>(g) Schedule 20 (Processing Data)</li> <li>(h) The following Schedules (in equal order of precedence): <ul style="list-style-type: none"> <li>(i) Schedule 2 (Specification)</li> <li>(ii) Schedule 3 (Charges)</li> <li>(iii) Schedule 5 (Commercially Sensitive Information)</li> <li>(iv) Schedule 7 (Staff Transfer)</li> <li>(v) Schedule 19 (Cyber Essentials Scheme)</li> <li>(vi) Schedule 21 (Variation Form)</li> <li>(vii) Schedule 22 (Insurance Requirements)</li> </ul> </li> </ul>

		<p>(viii) Schedule 25 (Rectification Plan)</p> <p>(ix) Schedule 26 (Sustainability)</p> <p>(x) Annex 3 – DWP Minimum Security Schedule</p> <p>(i) Schedule 4 (Tender), unless any part of the Tender offers a better commercial position for the Buyer (as decided by the Buyer, in its absolute discretion), in which case that part of the Tender will take precedence over the documents above.</p>
13.	<b>Special Terms</b>	<p>Special Term 1 - Protection on Information</p> <p>The Supplier and any of its Subcontractors, shall not access, process, host or transfer Government Data outside the United Kingdom without the prior written consent of the Buyer, and where the Buyer gives consent, the Supplier shall comply with any reasonable instructions notified to it by the Buyer in relation to the Government Data in question. The provisions set out in this paragraph shall apply to Landed Resources (i.e. foreign nationals brought by the Supplier into the United Kingdom to perform the Services).</p> <p>Where the Buyer has given its prior written consent to the Supplier to access, process, host or transfer Government Data from premises outside the United Kingdom: -</p> <p>a) the Supplier must notify the Buyer (in so far as they are not prohibited by Law) where any regulatory bodies seek to gain or has gained access to such Government Data;</p> <p>b) the Supplier shall take all necessary steps in order to prevent any access to, or disclosure of, any Government Data to any regulatory bodies outside the United Kingdom unless required by Law without any applicable exception or exemption.</p> <p>Special Term 2 – The Parties agree that Statements of Work may be agreed under this Contract in accordance with Appendix 1 to this Award Form.</p> <p>Special Term 3 - The Buyer will notify the Supplier in advance of any laws specific to the Buyer or its sector that are relevant to the Services including reasonable detail of what is required of the Supplier in order to comply.</p>

14.	<b>Buyer's Environmental Policy</b>	<a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1054373/Guidance-on-adopting-and-applying-PPN-06_21--Selection-Criteria-Jan22_1_.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1054373/Guidance-on-adopting-and-applying-PPN-06_21--Selection-Criteria-Jan22_1_.pdf</a>
15.	<b>Social Value Commitment</b>	Not applicable for the purpose of this Contract.
16.	<b>Buyer's Security Requirements and Security</b>	<p>Within the scope of the Contract, the Supplier will:</p> <ol style="list-style-type: none"> <li>1. Comply with Baseline Personnel Security Standard / Government Staff Vetting Procedures in respect of all Supplier Staff who are employed or engaged by the Supplier in provision of this Contract prior to each individual beginning work with the Buyer. This is not a security check as such but a package of pre-employment checks covering identity, employment history, nationality/immigration status and criminal records designed to provide a level of assurance. The Supplier will show evidence of these security clearances should the Buyer need sight of such evidence at any time.</li> <li>2. The Buyer will sponsor Supplier Staff for SC clearance. The Supplier will ensure Supplier Staff are SC clearable prior to beginning work with the Buyer. The Buyer will provide guidance to the Supplier on which aspects of work cannot be carried out by Supplier Staff until they have been successful in obtaining SC clearance. The Supplier will ensure compliance with these requirements. The Supplier will show evidence of these security clearances should the Buyer need sight of such evidence at any time. A 'Guide for Buyer Suppliers' had been prepared and attached above.</li> <li>3. At the request of the Buyer the Supplier shall provide the information set out below to the Buyer and shall comply with the obligations set out below, so that the Buyer can comply with its obligations with regards to the off-payroll working regime. <ul style="list-style-type: none"> <li>• Supplier Staff identifier</li> <li>• Start and End date of the Engagement</li> <li>• The contracted Day Rate of the Supplier Staff</li> <li>• Whether the Supplier Staff are on a payroll and deductions of PAYE and National Insurance are made at source.</li> </ul> </li> </ol> <p>The Supplier must notify the Buyer if it believes the employment status of the Supplier Staff for tax purposes has changed including in the event of a change to the Services provided under this Contract. The Buyer shall provide the Supplier with relevant information as the Supplier may ask for from time to</p>

		<p>time in order to comply with its obligations under the off-payroll workers regulations.</p> <p>4. Comply with the Buyer's security requirements as set out in Annex 3.</p>
17.	<b>Charges</b>	<p>Indexation is applicable as detailed in Schedule 3 (Charges)</p> <p>Charges are as detailed in Schedule 3 (Charges) and within each Statement of Work.</p>
18.	<b>Estimated Year 1 Charges</b>	██████████
19.	<b>Reimbursable expenses</b>	<p>Recoverable as set out in Schedule 3 (Charges) with a maximum of ██████████ for Year 1 unless otherwise authorised by the Buyer.</p>
20.	<b>Payment method</b>	The payment method for this Contract is BACS.
21.	<b>Service Levels</b>	Not applicable.
22.	<b>Liability</b>	<p>In accordance with Clause 15.1 each Party's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) is no more than the greater of ██████████ of the Estimated Yearly Charges.</p> <p>In accordance with Clause 15.6, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability, being ██████████</p>
23.	<b>Cyber Essentials Certification</b>	Cyber Essentials Scheme Cyber Essentials Scheme Plus Certificate (or equivalent). Details in Schedule 19 (Cyber Essentials Scheme).
24.	<b>Progress Meetings and Progress Reports</b>	As set out in each Statement of Work.
25.	<b>Guarantor</b>	Not applicable
26.	<b>Virtual Library</b>	Not applicable

27.	<b>Supplier's Contract Manager</b>	[REDACTED] [REDACTED] [REDACTED]
28.	<b>Supplier Authorised Representative</b>	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
29.	<b>Supplier Compliance Officer</b>	N/A
30.	<b>Supplier Data Protection Officer</b>	[REDACTED] [REDACTED]
31.	<b>Supplier Marketing Contact</b>	N/A
32.	<b>Key Subcontractors</b>	N/A
33.	<b>Buyer Authorised Representative</b>	Title [REDACTED] Name [REDACTED] Email [REDACTED] Phone [REDACTED]

<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the Buyer acting as part of the Crown:</b>	
Signature:	[REDACTED]	Signature:	[REDACTED]

Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	21/10/2024	Date:	21/10/2024

## Appendix 1

The first Statements of Work are set out in Annex 2 to this Appendix 1 (the “Initial SoWs”) and are incorporated into this Contract. The Parties intend that this Contract will not, except for the Initial SoWs, oblige the Buyer to buy or the Supplier to supply Deliverables. The Parties agree that when the Buyer seeks further Services from the Supplier under this 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 Appendix 1). Upon the execution of each Statement of Work it shall become incorporated into this Contract.

For the purposes of this Contract, Statement of Work or “SoW” means the document which, upon execution by the Buyer and Supplier, shall become incorporated into this Contract and it outlines the agreed body of works to be undertaken as part of the Contract Services. There may be any number of Statements of Work incorporated into the Contract.

### Annex 1 (Template Statement of Work)



SoW template.docx



## Annex 2 (Initial Statements of Work)



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**Annex 3: DWP Minimum Security Schedule:**



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