



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

Order Form for Printer Infrastructure Specialist

Version 2

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

Order Form

Call-Off Reference: Project_25480

Title: Printer Infrastructure Specialist

Call-Off Contract Description:

Provision of a Printer Infrastructure Specialist. You will be working as part of the Specialist Devices team with access to the service manager and other engineers as required

The Buyer: Department for Work and Pensions

Buyer Address: 2 St Peters Square, Manchester, M2 3LR

The Supplier: CapGemini UK plc

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

Company Registration number: 00943935

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated **6th January 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 this 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) ○ 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) ○ Call-Off Schedule 10 (Exit Management) ○ Call-Off Schedule 18 (Background Checks) ○ Call-Off Schedule 20 (Call-Off Specification)
- 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:

- (a) The Buyer shall advise the Supplier of any specific legal and regulatory requirements that are specific to the Buyer to which the Supplier must be aware of to enable it to provide the Services.
- (b) The Parties agree that optional Call Off Schedule 2 (Staff Transfer) does not apply to this Call-Off Contract as there are no people in scope to transfer upon commencement of this Call-Off Contract.

Printer Infrastructure Specialist Order Form and Call-Off Schedules)

- (c) Call-Off Schedules 14A and 14B do not apply, and therefore there are no Service Level Agreements, Liquidated Damages or Service Credits associated with this Call-Off Contract.
- (d) In respect of Call-Off Schedule 1, the Parties agree no Transparency Reports are to be provided by the Supplier and the table in 'Annex 1: List of Transparency Reports' to such Call-Off Schedule shall be marked 'not applicable'.
- (e) Paragraph 2.1 of Call-Off Schedule 3 shall be amended to read as follows: '2.1 The Supplier shall, to the extent reasonably practicable given the scope of Services and throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer. For the avoidance of doubt, the Supplier may fulfil its obligations under this Call-Off Schedule 3 through the provision of the Services set out in the Statements of Work and not in the formats or in line with the timelines set out herein.'
- (f) The body of Call-Off Schedule 4 shall be labelled as 'not applicable'.
- (g) Annex 1 to Call-Off Schedule 5 shall state the following: 'As set out in each Statement of Work.'
- (h) Paragraph 1.5.8 of Call-Off Schedule 7 shall be marked as 'not applicable'.
- (i) Only Part A of Call-Off Schedule 9 shall apply, Part B shall be disregarded.
- (j) All references to 'Key Subcontractor[s]' shall be deemed to have been removed from Call-Off Schedule 10, and the Supplier's responsibilities in respect of Termination Assistance shall be limited to the provision of relevant information and Deliverables produced in the delivery of Services to date.
- (k) For the purposes of Annex 1 to Call-Off Schedule 18, no Relevant Convictions have been identified.
- (l) The body of Call-Off Schedule 20 shall be amended to the following: 'The Specification associated with each Statement of Work shall be set out within the relevant sections of each Statement of Work. Worker engagement statuses in relation to IR35 shall also be included within each Statement of Work.'

Call-Off Start Date: 1 REDACTED

Call-Off Expiry Date:

Call-Off Initial Period

Call-Off Optional Ext

Minimum Notice Period for Extensions: 30 Days prior to the end of the initial contract period.

Call-Off Contract Value: REDACTED £89,725.00 (excluding VAT) £107,670.00 (including VAT)

Including optional ext REDACTED £25.00 (excluding VAT) £119,310.00 (including VAT)

Call-Off Deliverables:

The Supplier shall make available the following Supplier Staff for the number of days set out below during the Call-Off Contract Term.

Printer Infrastructure Specialist Order Form and Call-Off Schedules)

Name of Deliverable	Working Days	Day Rate	Total
Provision of Printer Infrastructure Specialist to work under the direction and control of the Buyer	REDACTED		<p>Call-Off Contract Value: 185 working days £89,725.00 (excluding VAT) £107,670.00 (including VAT)</p> <p>Including optional extension of 20 days £99,425.00 (excluding VAT) £119,310.00(including VAT)</p>

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).

Cyber Essentials Scheme

Not Applicable

Maximum Liability

The Parties agree that Clause 11.2 of the Core Terms shall be amended to read as follows for the purposes of this Call-Off Contract: 'Each Party's total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contractor, or otherwise is no more than 150% of the Charges of the Estimated Yearly Charges specified in the Call-Off Order Form.'

The Estimated Initial period Charges used to calculate liability in the first Contract Year is £89,725.00 (excluding VAT) £107,670.00 (including VAT)

Call-Off Charges

Time and Materials (T&M)

Reimbursable Expenses

Expenses to be incurred by the Supplier must be pre agreed by the relevant Buyer project lead and be in line with the DWP Travel & Expenses Policy set out in each Statement of Work.

Payment Method

BACS - The Supplier will issue electronic invoices **monthly** in arrears. The Buyer will pay the Supplier within **30** days of receipt of a valid invoice.

This follows acceptance criteria being met in the method of weekly timesheet approval completed by the Buyer.

Buyer's Invoice Address

REDACTED

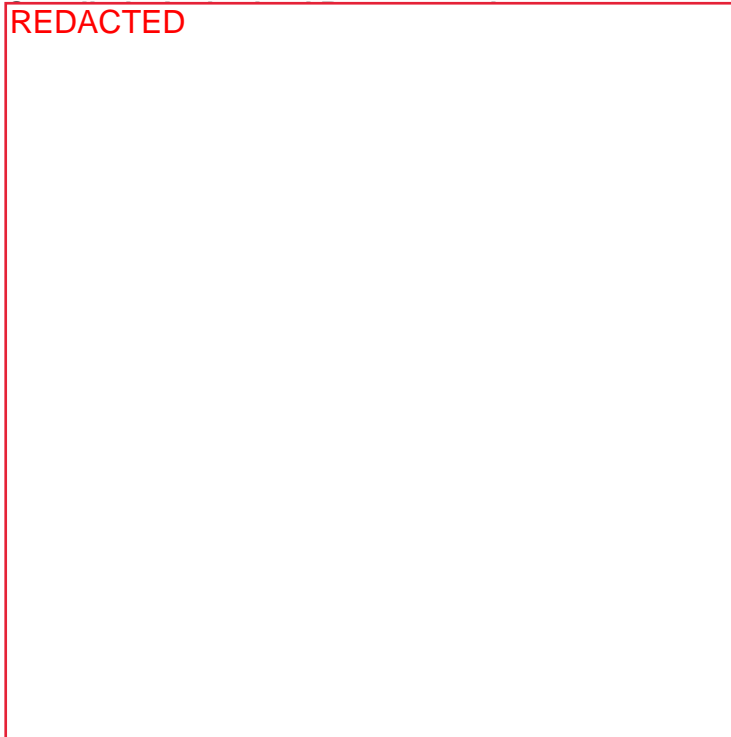
Buyer's Authorised Representative

REDACTED

Buyer's Environmental Policy

Printer Infrastructure Specialist Order Form and Call-Off Schedules)

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Commercially Sensitive Information

Commercially Sensitive Information Details of the Supplier's methodologies, policies and processes. The methodologies, policies and processes remain confidential and commercially sensitive to the Supplier and if such information was disclosed it could be commercially damaging to the Supplier.

All information relating to limits of liability, daily fee rates, pricing and charging mechanisms contained in the Call-Off Contract. Disclosure of which may provide affect the Supplier's competitive position. As a result, the Supplier considers this information to be a 'trade secret'.

The terms of the Supplier's insurance are strictly confidential and if such information was disclosed it could be commercially damaging to the Supplier.

All details relating to personnel including but not limited to the numbers of resources with specific skills, numbers of security cleared staff, 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.

If such information was disclosed, it could be commercially damaging to the Supplier.

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).

Additional Insurances

Not applicable

Guarantee

Not applicable

Statement of Works

Statement of Work Number	Name of Deliverable	Number of days	Day rate	Total
25480	Printer Infrastructure Specialist	REDACTED		Call-Off Contract Value: REDACTED £89,725.00 (excluding VAT) £107,670.00 (including VAT) Including optional extension of 20 days £99,425.00 (excluding VAT) £119,310.00 (including VAT)

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute further 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:

REDACTED

Annex 1 – Statement of Work 25480 – Printer Infrastructure Specialist

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: 6th January 2023

SOW Title: Printer Infrastructure Specialist

SOW Reference: 25480

Call-Off Contract Reference: Project_25480

Buyer: The Department of Work and Pensions

Supplier: Capgemini UK plc

REDACTED

- Position: Printer Infrastructure Specialist

Call-Off Contract Specification – Deliverables Context

Printer Infrastructure Specialist Order Form and Call-Off Schedules)

Name of Deliverables	Number of Days	Day Rate	Total
Provision of a Printer Infrastructure Specialist to work under the direction and control of the Buyer	REDACTED		<p>Call-Off Contract</p> <p>REDACTED</p> <p>days £89,725.00 (excluding VAT) £107,670.00 (including VAT)</p> <p>Including optional extension of 20 days £99,425.00 (excluding VAT) £119,310.00 (including VAT)</p>

Security Applicable to SOW:

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables under this SOW are cleared to a minimum of Baseline Professional Security Standard (BPSS).

Cyber Essentials Scheme:

Not applicable.

Additional Requirements:

- 1) The Supplier shall process Personal Data in accordance with Joint Schedule 11 to the Call-Off Contract, and further in accordance with Annex 1 to this SOW, in which the details of Personal Data Processing are set out.
- 2) All Supplier resources will be inside IR35 in accordance with section 'Part A: Order Form' of the Call Off Contract. The Supplier confirms that all resources deployed to deliver the Services are PAYE and Tax and NI deductible at source.
- 3) All Supplier resources shall have BPSS level clearance at a minimum.
- 4) The majority of the Services will be delivered remotely. However, as some travel is required, any expenses, including travel and accommodation, will be approved by the Buyer prior to such expenses being incurred and claimed in line with the Buyer's policy on expenses set out in this SOW.

Key Supplier Staff:

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)
Printer Infrastructure Specialist	REDACTED		Inside IR35

Charges**Call Off Contract Charges:**

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

The estimated maximum value of this SOW (irrespective of the selected charging method) is £89,725.00 (Exc VAT) £107,670.00 (Inc VAT). This is including any possible SOW extension period allowable under the Call-Off Contract. There is no commitment from the Buyer to enter into any contract extension period during the duration of this Call Off Contract.

Rate Cards Applicable:

Name of Deliverable	Number of Days	Day Rate	Total
Provision of a Printer Infrastructure Specialist to work under the direction and control of the Buyer	REDACTED		Call-Off REDACTED working days £89,725.00 (excluding VAT) £107,670.00 (including VAT) Including optional extension of 20 days £99,425.00 (excluding VAT) £119,310.00 (including VAT)

Reimbursable Expenses:

Expenses to be incurred by the Supplier must be pre agreed by the relevant Buyer project lead and be in line with the Buyer Travel & Expenses Policy set out below:



travel policy.pdf

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:

REDACTED

Annex 1 Data Processing

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

REDACTED

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

Descriptions	Details
Identity of Controller for each Category of Personal Data	<ol style="list-style-type: none"> 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"> business contact details of Supplier Staff for which the Supplier is the Controller; and business contact details of any members of the public, directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the Buyer is the Controller. Buyer shall be a Controller for the purposes of Data Protection Legislation in respect of: <ol style="list-style-type: none"> 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"> directors, officers, employees, agents, consultants and contractors of Buyer; and members of the public.
Duration of the Processing	The duration of the Statement of Work .
Nature and purposes of the Processing	<p>Supplier Processing</p> <p>Supplier Processing – is as set out broadly in the SOW's. The parties agree that:</p> <ol style="list-style-type: none"> 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

	<p>to grant user access, this will be undertaken at the Buyer's direction.</p> <ol style="list-style-type: none"> 2. Access for the Supplier to Buyer systems will be limited to Buyer provisioned laptops and approved USB devices. 3. 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.
Type of Personal Data	<ol style="list-style-type: none"> 1. Contact information (e.g. business e-mail address, telephone number etc.). 2. Personal life information (e.g. life habits, family situation). 3. Employment information (e.g. position, experience or employment history). 4. Identification information (e.g. name, gender, image in communication systems, benefit case reference information). 5. Data concerning health. 6. Data revealing racial or ethnic origin.
Categories of Data Subject	<ol style="list-style-type: none"> 1. Any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the Buyer is the Controller 2. Members of the general public 3. Supplier Staff engaged in the performance of the Supplier's duties under the SoW for which the Supplier is the Controller.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	Delete or return as directed by the Buyer