

**Schedule F.1 – Statement of Work**



This form is to be used to request the provision of Employer Services.

You (the employer) must complete the employer details and then either Part 1 for Civil Service Compensation Scheme (CSCS) or Part 2 for any other Services. The form must then be submitted to the Scheme Administrator (MyCSP) for assessment, scheduling and charging based on the requirement. The form will be returned to you for approval before any commitment is made. Full terms and conditions are available on request.

**The employer acknowledges that the volumes requested on the F1 Statement of Work drives the price to be charged. An increase in volumes that exceed the original request on the F.1 Statement of Work, will incur additional charges. When commissioning CSCS work, please note that this charge will stand even if the actual volumes are less. All prices are valid for 30 days from the date of quotation.**

**Please keep this document in word format at all times.**



**Part 1 Civil Service Compensation Scheme** **[ ]**



**Part 2- All other Services** **TUPE** **[ ]  Data Extract** **[ ]  Recalculation** **[ ]**

 **Management Information** **[ ]**

 **Other Services** [ ]



**Employer Details**

|  |  |
| --- | --- |
| **Employer** |  |
| **Originator’s Name** |  | **Position** |  |
| **Email Address** |  | **Telephone No** |  |

**Invoice Details**

|  |  |  |  |
| --- | --- | --- | --- |
| **Contact for Invoicing** |  | **Position** |  |
| **Email Address** |  | **Telephone No** |  |
| **Purchase Order Number** |  |
| **Full Postal Address** |  |

**Part 1**

**Civil Service Compensation Scheme (CSCS)**

1. **Scheme Details**

|  |  |  |
| --- | --- | --- |
|  | **Cabinet Approval Scheme Reference** |  |
|  | **Number of quotes requested**  |  |
|  | **Number of awards requested**  |  |
|  | **Grades of members if known**  |  |
|  | **Tariff as agreed by Cabinet Office if other than Standard**  |  |
|  | **Lower paid underpin applied (if VE)** |  |
|  | **Early access to pension applied (if VE)** |  |
|  | **Discretion to vary qualifying service applied (if VE or VR)** |  |
|  | **Members with Reserved Rights (please supply list)** |  |
|  | **Additional permanent/regular allowance to be included with effective dates** |  |
|  | **Last day of service (please update control sheet accordingly)** |  |
|  | **HR contact for queries** |  |

1. **Scheme Schedule (Please ensure all boxes in this section are completed)**

|  |  |
| --- | --- |
|  | **Quote Phase** |
|  | **Date Control Sheet and CSCS1s will be sent to the Scheme Administrator**  |  |
|  | **Method of distribution to the Scheme Administrator (email/Connect/if ‘other’ please specify)** |  |
|  | **Date quotations to be returned to the employer**  |  |
|  | **Method of distribution from the Scheme Administrator to employer (email/Connect)** |  |
|  | **Award Phase** |
|  | **Date Compensation Declaration Form(s) (CDF) and Control Sheet should be received by the Scheme Administrator** |  |
|  | **Date the Scheme Administrator will confirm to the employer the final compensation values**  |  |
|  | **Employer contact for notification of final compensation values. If shared service provider please advise.** |  |
|  | **Any additional or supporting information** |  |
|  | **(If no Cabinet Office Approval or Fair Deal Employer– please include here the terms being offered)** |  |

1. **Additional Services (may be chargeable)**

|  |  |  |
| --- | --- | --- |
|  | **Additional meetings or scheme updates required**  |  |
|  | **Presentation or training required from the Scheme Administrator (MyCSP)**  |  |
|  | **Site visit required**  |  |
|  | **Any additional scheme requirements**  |  |

**Submit this form to the Scheme Administrator (MyCSP)**

**Part 2 – All Other Services**

|  |  |  |
| --- | --- | --- |
|  | **Specific output required.** **Please give as much detail as possible regarding the services you require. This should include volumes if applicable and also any timelines if known. The more information you can supply at this stage, the easier it will be to impact the work required.**  |  |
|  | **Risks to your business if work is not carried out** |  |
|  | **Urgency of work to be done.** **Please advise if this work is non urgent/urgent/critical** |  |
|  | **Supporting information provided**  |  |
|  | **Date the Scheme Administrator will receive information from employer**  |  |
|  | **Method of distribution to the Scheme Administrator (email/Connect)** |  |
|  | **Date the Scheme Administrator data will arrive with employer**  |  |
|  | **Method of distribution from the Scheme Administrator required to send to employer (email/Connect)** |  |
|  | **HR contact for enquiries**  |  |

|  |  |
| --- | --- |
| **Date employer requires service by** |  |

 **Submit this form to the Scheme Administrator (MyCSP)**

**Part 3 – Delivery Assessment**

1. **Schedule of Work Decision**

|  |  |
| --- | --- |
| **Client’s requirements can be met (subject to approval)** |  |
| **Potential risk to the business if the work is not carried out** |  |
| **Client’s requirement can be met with the timeframe required** |  |

**When completing this section, please ensure the job title can map to the roles listed on the rate card. Please advise why the selected job title has been used.**

|  |  |
| --- | --- |
|  | **Task 1 required (please give details of task)** |
|  | **Job title required to carry out the task**  |  |
|  | **Approximate time required to carry out role** |  |
|  | **Task 2 required (please give details of the task)** |
|  | **Job title required to carry out the task** |  |
|  | **Approximate time required to carry out role** |  |
|  | **Task 3 required (please give details of the task** |
|  | **Job title required to carry out the task** |  |
|  | **Approximate time required to carry out role** |  |
|  | **Task 4 required (please give details of the task)** |
|  | **Job title required to carry out the task** |  |
|  | **Approximate time required to carry out role** |  |

**Part 3 -Summary box**

1. **Please summarise the work required to be costed**

|  |
| --- |
| **s** |

**Part 4 – Finance Assessment**

1. **Charges**

|  |  |  |
| --- | --- | --- |
|  | **Charges as agreed with Cabinet Office**  |  |
|  | **Charges for employer additional services**  |  |
|  | **VAT**  |  |
|  | **Total**  |  |
|  | **F1 Statement of Work Reference Number** **(Please quote in all correspondence with the Scheme Administrator)** |  |

**Part 5 – Reviews and Employer Approval**

|  |
| --- |
| **For and on behalf of Cabinet Office:**  |
| Cabinet Office has reviewed this Statement Of Work (SOW) for contractual compliance as applicable, against the works described within. **Please note that we accept electronic signatures** |
| **Full Name:***Print name* |       |
| **Date:** |           |

|  |
| --- |
| **On behalf of the Scheme Administrator (MyCSP):** |
| **Full Name:***Print name* |  |
| **Date:** |  |

|  |
| --- |
| **For and on behalf of the Employer:** |
| Please tick the box to indicate that you agree to the terms and conditions of this request and also the particulars within **Please note we accept electronic signatures** | [x]  |
| **Full Name:***Print name* |       |
| **Purchase Order Number:** |       |
| **Date:** |      |

**Submit this form to the Scheme Administrator (MyCSP)**

**For the Scheme Administrator (MyCSP) to complete**

**Part 6 – Delivery Evaluation**

1. **Variances to Agreement - CSCS**

|  |  |  |
| --- | --- | --- |
|  | **Number of quotations received**  |  |
|  | **Number of awards received**  |  |
|  | **Date quotations arrived**  |  |
|  | **Employer data transactable**  |  |
|  | **Date awards arrived**  |  |
|  | **Number of quotes produced** |  |
|  | **Number of awards finalised** |  |
|  | **Additional services provided**  |  |
|  | **Additional comments**  |  |
|  | **Task Completed** |  |

**b) Variances to Agreement – All other optional services**

|  |  |  |
| --- | --- | --- |
|  | **Date data from employer received to commence task**  |  |
|  | **Additional services provided**  |  |
|  | **Additional comments****(e.g. problems with data transactability)** |  |
|  | **Task completed**  |  |

**THIS** **STATEMENT OF WORK (the "STATEMENT OF WORK" or "SOW") is between the Employer (the** "**Authority**") **and MyCSP Limited** (the "**Contractor**").

**Background:**

1. The Cabinet Office and the Contractor are parties to an agreement dated [●] (the “**Agreement**”) under which the Contractor provides pension scheme administration and related services in respect of the Civil Service Pension Scheme.

(B) The Authority and the Contractor now wish to enter into this Statement of Work for the provision of Employer Services and/or employer additional services in accordance with the terms set out in this Statement of Work.

# DEFINITIONS

## 1.1 All capitalised terms appearing in this Statement of Work shall have the meaning given to them in schedule A (Definitions) of the Agreement, save that each reference to:

 "**Charges"** shall mean the Charges payable by the Authority for the Services provided underthis Statement of Work as set out on Page 1 of this SOW;

 **"End Date"** means the date as set out on Page 1 of this SOW; **"Services"** shall mean the Employer Services and/or the employer additional services that the Contractor shall provide to the Authority as set out on Page 1 of this SOW; and

 "**Start Date**" means the date on which this Statement of Work takes effect in accordance with its terms as set out on Page 1 of this SOW.

## 1.2 This Statement of Work shall be interpreted in accordance with clause 1 of the Agreement.

# DURATION

This Statement of Work shall commence on the Start Date and shall, subject to early termination in accordance with paragraph 5 below or clause 46 (Termination Rights) of the Agreement, expire on the End Date.

# SERVICES AND INCORPORATED TERMS

## From the Start Date:

### The provisions of this Statement of Work shall become effective and binding on the parties, including the Agreement and the schedules (including appendices or annexes to the schedules) to the Agreement as listed in paragraph 3.3 below;

### The Contractor shall provide the Services to the Authority in accordance with the terms of this Statement of Work; and

### The Authority shall pay to the Contractor the Charges in accordance with the terms of this Statement of Work and specifically the Authority shall pay any invoice which is not in dispute to the Contractor within thirty (30) days of the date of the invoice. If any undisputed sum is not paid by its due date, then the party due such sum may charge interest on such undisputed sum which shall be payable in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

## If at any point during the Term of the Agreement the Authority requires any Employer Services, the Authority hereby agrees that it will procure such Employer Services solely from the Contractor.

## For the purposes of clause 3.1, the following clauses and schedules of the Agreement (as amended) shall be incorporated into this Statement of Work solely to the extent that they relate to the Services being provided to the Authority under this Statement of Work as set out on Page 1 of this Statement of Work:

#### (A) Clauses [●], [●], [●], [●], [●], [●], [●], [●].

#### (B) [schedules A (Definitions); schedule C.1 (Commercially Sensitive Information); schedule C.2 (Notified Key Sub-contractors); schedule D.2 (Authority Responsibilities); schedule E.2 (Change Control Procedure); schedule E.3 (Dispute Resolution Procedures); and schedule E.4 (Charges and Invoicing) and specifically the provisions in respect of indexation of charges and rate cards].

 ORDER OF PRECEDENCE

If there is any conflict, apparent conflict or ambiguity in or between any of the sections or documents set out below, they will be applied in the following order of precedence with the sections/documents higher in the order of precedence prevailing:

1. the details set out on Page 1 of this Statement of Work;
2. the paragraphs of Page 2 of this Statement of Work (including, for the avoidance of doubt, the clauses of the Agreement incorporated into this Statement of Work pursuant to paragraph 3.3 above);
3. the schedules to the Agreement to the extent incorporated into this Statement of Work pursuant to clause 3.3; and
4. any other document referred to in this Statement of Work or in the clauses of the Agreement incorporated into this Statement of Work pursuant to clause 3.3 above.

# TERMINATION OF THE STATEMENT OF WORK

## 5.1 The Authority may terminate this Statement of Work by giving notice of termination to the Contractor if:

### the Contractor commits a material Default of this Statement of Work which is capable of remedy and fails to remedy such Default within thirty days, or such longer period as may be agreed between the parties, or receipt of written notice giving particulars of such Default and requiring it to be remedied; or

### The Contractor commits a material Default of this Statement of Work which is irremediable.

## The Contractor may terminate this Statement of Work if the Authority is in material breach of its obligation to pay undisputed Charges under this Statement of Work by giving the Authority thirty days written notice specifying the breach and requiring its remedy.

## This Statement of Work shall also terminate by operation of clause 46 (Termination Rights) of the Agreement.

# LIMITATION OF LIABILITY

## In addition to the incorporation into this Statement of Work, pursuant to clause 3.3 above, of clause 42 of the Agreement (but excluding clauses 42.2 and 42.4 of the Agreement), the parties agree that subject to clause 42.1 of the Agreement and without prejudice to the Authority's obligation to pay the Charges as and when they fall due for payment, neither party's liability under this Statement of Work shall exceed the amount equivalent to the total Charges paid under this Statement of Work in the [●] month period immediately preceding the event giving rise to the liability.

# ESCALATION

Where any matters arise under this Statement of Work that the Authority and the Contractor cannot resolve directly, the parties agree that the matter may be escalated to the Scheme Management Board. The parties will act reasonably and cooperate in providing to the Scheme Management Board relevant information in connection with the unresolved matter and the parties acknowledge that the Scheme Management Board will provide reasonable assistance to the parties in reaching a resolution on such matter including by the Scheme Management Board endeavouring to resolve the matter directly with the Authority.

# NOTICES

A notice under or in connection with this Statement of Work shall be in writing, in English. A notice shall be deemed given when delivered in person or five days after proper mailing to the address of the signatory to this agreement.

# ENTIRE AGREEMENT

## This Statement of Work, together with the documents referred to in it, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the parties in relation to such matters notwithstanding the terms of any previous agreement or arrangement expressed to survive termination.

## Each of the parties acknowledges and agrees that in entering into this Statement of Work and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Statement of Work. The only remedy available to either party in respect of any such statements, representation, warranty or understanding shall be for breach of contract under the terms of this Statement of Work.

## Nothing in this paragraph 9 shall operate to exclude any liability for fraud.

# THIRD PARTY RIGHTS

A person who is not a party to this Statement of Work has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Statement of Work.

# VARIATION

No variation of this Statement of Work (or any of the documents referred to in it) shall be valid unless it is in writing (which, for this purpose, does not include email) and signed by or on behalf of each party. The expression "**variation**" includes any variation, supplement, deletion or replacement however effected.

# GOVERNING LAW

This Statement of Work shall be governed by and construed in accordance with English law and without prejudice to the Dispute Resolution Procedure each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.