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**AUTHORITY: The Secretary of State
for the Home Department**

Order Form Template & Statement of Work Template

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

Version 3 Final 12/06/2023

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Order Form & Statement of Work Template

Order Form

Call-Off Reference: C22219

Call-Off Title: National Fire Data Collection System

Call-Off Contract Description:

Mobilise, Design, Build, Implement, transfer, test, host and support a system that will enable data on incidents attended by Fire Rescue Services (FRS) across England, Scotland, and Wales to be collected electronically and transferred securely between the Authority and FRSs for full system 'Go Live' within 12 months.

The system will be extended in the second year with further new datasets.

The Buyer: The Secretary of State for the Home Department (acting through the Home Office)

Buyer Address: [REDACTED]
[REDACTED]

The Supplier:	Rowe IT Limited
Supplier Address:	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Registration Number:	[REDACTED]
DUNS Number:	[REDACTED]
SID4GOV ID:	[REDACTED]

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 12th June 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, 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 1: Digital Outcomes

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 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.7

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- 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 4 (Call Off Tender)
 - 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 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 14 (Service Levels and Balanced Scorecard)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 25 (Ethical Walls Agreement)
 - 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:

Special Term 1	<p>Clause 9.2 of Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables) is deleted and replaced with the following:</p> <p>9.2 Licences for <u>COTS</u> or non-COTS IPR from the Supplier and third parties to the Buyer.</p> <p>9.2.1 Unless the Buyer gives its Approval the Supplier must not use any:</p> <ul style="list-style-type: none">(a) of its own Existing IPR that is <u>COTS</u> or not COTS Software;(b) third party software that is <u>COTS</u> or not COTS Software <p>9.2.2 Where the Buyer Approves the use of the Supplier’s Existing IPR that is <u>COTS</u> or not COTS Software the Supplier shall grant to the</p>
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	<p>Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.</p> <p>9.2.3 Where the Buyer Approves the use of third party Software that is <u>COTS</u> or not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:</p> <p style="padding-left: 40px;">9.2.3.1 notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and</p> <p style="padding-left: 40px;">9.2.3.2 only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.</p> <p>9.2.4 Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet the requirement by making use of Specially Written Software.</p> <p>9.2.5 The Supplier may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.</p> <p>9.2.6 Where there is any conflict between Clause 9.2 and 9.3, Clause 9.2 shall take precedence.</p>
<p>Special Term 2</p>	<p>Warranty period: 90 days from the date of Buyer acceptance of each Deliverable and / or release.</p>
<p>Special Term 3</p>	<p>Warranties, representations, and acceptance criteria</p> <p>The Buyer's acceptance criteria for the Deliverables are as follows:</p> <ul style="list-style-type: none"> • The Deliverables shall conform to the Services required as detailed in the Call-Off Contract and/or relevant Statement of Work, as applicable. • The Deliverables shall be error free conform to the specifications and documentation, and as per the Buyer's requirements (as further set out in Call Off Schedule 20 Call-Off

	<p>Specification) .</p> <ul style="list-style-type: none"> • All Deliverables shall contain accurate representation of current Buyer data, as advised by the Buyer
<p>Special Term 4</p>	<p>Background The Authority does not anticipate enforcing the escrow clause (Call off Special Term 4) during the term of the agreement due to the nature of the request for all software to be open-source. However, as this is not a mandatory requirement, the Authority has included the escrow clause to provide sufficient cover in the event a supplier proposes to use COTS Specially Written Software in the Call Off Contract. Where COTS Specially Written Software is used the Authority reserves the right to enforce the escrow clause.</p> <p>To be inserted into Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)</p> <p>11. Escrow</p> <p>11.1 The Supplier acknowledges and agrees that the Authority may require (where applicable and instructed) that the Supplier place a fully commented and documented copy of the most recent version of the source code of any Supplier COTS Software supplied under this Agreement together with all other information and documentation necessary to enable the Authority to continue to operate, modify and support the Software into escrow (“Escrow Deposit”) with an escrow agent (“Escrow Agent”) under an agreement between the Supplier and the Escrow Agent (“Escrow Agreement”). Where such request is made, Clause 11.2 or 11.3 shall apply.</p> <p>11.2 Where the Supplier has an existing Escrow Agreement with an Escrow Agent, the Supplier shall within ten (10) days of the instructions date given by the Authority:</p> <p>11.2.1 execute the necessary documentation with the Escrow Agent naming the Authority (or other third-party (as defined by the Authority)) as a beneficiary to the Escrow Agreement (“Beneficiary Agreement”); and</p> <p>11.2.2 provide the Authority with copies of the Escrow Agreement and the Beneficiary Agreement.</p> <p>Any costs associated with naming the Authority and/or chosen third party as a beneficiary under this Clause shall be borne by the Authority, but any recurring annual escrow fees shall be borne by the Supplier.</p> <p>11.3 Where the Supplier does not have an Escrow Agreement in place with an Escrow Agent, the Supplier shall:</p> <p>11.3.1 engage with the Authority to determine if there is an existing/preferred Escrow Agent to the Authority; and</p> <p>11.3.2 where the Authority confirm there is not a preferred Agent they shall be required to source and select an Escrow Agent,</p>

	<p>evidencing value for money has been achieved in the selected Agent to the Authority.</p> <p>11.3.3 once the Authority has approved the selected Escrow Agent the above clause 11.2. shall apply.</p> <p>11.4 The Authority shall be entitled to receive a copy of the Escrow Deposit upon the occurrence of a Release Event and may use any and all parts of the Escrow Deposit for its own benefit subject to the terms of this Agreement.</p> <p>11.5 If the Supplier corrects any defects in, updates, or provides any revision to any or all parts of the Escrow Deposit, the Supplier shall promptly furnish the Escrow Agent with a corrected, updated or revised Escrow Deposit. The Authority shall pay any and all fees due under the Escrow Agreement.</p> <p>11.6 Upon receipt of the Escrow Deposit, the Authority shall maintain the Escrow Deposit in strict confidence, shall use and disclose it only as reasonably appropriate to exercise the Authority's rights, and shall use the same degree of care it employs for its own programs in source code form (and, in any event, a reasonable degree of care) to protect the Escrow Deposit as proprietary and confidential. The Parties agree that, in the event of the commencement of bankruptcy proceedings by or against the Supplier, the Authority shall be entitled to retain all its rights under this Agreement.</p> <p>11.7 During the Term, the Supplier shall ensure that the Escrow Deposit shall be the latest version of the Software supplied under this Agreement and that the Escrow Deposit contains all Software and materials necessary for the re-constitution of a working version of the Software, and the Supplier shall on an annual basis fully document and test that this is the case.</p>
<p>Special Term 5</p>	<p>Call-Off Schedule 10 (Exit Management) – additional clause</p> <p>4.4.3. The Supplier also agrees that it shall work in good faith and collaboratively with the Replacement Supplier to agree how the Authority Data and Service is to be transferred. The Parties agree that the Charges associated with the delivery of Exit Plan and Termination Assistance (where required) will be charged on a Time and Materials basis according to the rates outlined in the Pricing Schedule (Firm for the contract duration including any Termination Assistance Period) unless the Supplier proposes a reduced rate.</p> <p>4.4.4. To support the above core requirement of the Buyer the Supplier shall undertake and provide the following:</p> <ul style="list-style-type: none"> a. a detailed description of both the transfer and where applicable cessation processes, including a timetable; b. how the Service will transfer to the Replacement Supplier and/or the Buyer; c. how the Authority Data will transfer to the Replacement Supplier and/or the Buyer;

	<ul style="list-style-type: none"> d. proposals for the identification and return of all Buyer Assets in the possession of and/or control of the Supplier or any third-party; e. proposals for the disposal of any redundant Deliverables and materials; f. proposals for the identification and return of all Buyer Assets in the possession of and/or control of the Supplier or any third-party; g. how the Supplier will use reasonable endeavours to ensure that there is no disruption to or degradation of the Services during the Termination Assistance Period; and h. any other information or assistance reasonably required by the Buyer or a Replacement Supplier. i. The scope of the Exit plan includes all data services and all shared Cloud infrastructure and third-party agreements that support services. j. Any activities beyond the documentation and maintenance of the Exit Plan and the basic scope as defined in that plan may be charged on a Time and Material Basis in accordance with rates as set out in the Pricing Schedule and shall remain firm for the duration. <p>4.4.5. If and where required in order to support the transfer and cessation of Services and Exit Plan may also include:</p> <ul style="list-style-type: none"> k. details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon termination or expiry of this Contract together with any reasonable costs required to affect such transfer; l. proposals for providing the Buyer or a Replacement Supplier copy of all documentation relating to the use and operation of the Services and requirements for their continued use; m. proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Services where applicable;
Special Term 6	

Call-Off Start Date: 12 June 2023

Call-Off Expiry Date: 11 June 2025

Call-Off Initial Period: 24 Months

Call-Off Optional Extension Period: 6 Months

Minimum Notice Period for Extensions: 3 Months

Call-Off Contract [REDACTED]

Call-Off Deliverables

As set out 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 referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

The technical standards required for this Call-Off Contract are detailed in Call-Off Schedule 20 (Call-Off Specification) and shall be set out in each SoW or (Sprint) as applicable.

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (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 11.1 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 £1.5m

Call-Off Charges

Charging Methods shall include those listed below and as further detailed in Call-Off Schedule 5 (Pricing Details and Expenses Policy):

- 1 Capped Time and Materials (CTM)
- 2 Incremental Fixed Price
- 3 Time and Materials (T&M)
- 4 Firm/Fixed Price
- 5 Capped Time and Materials with 20% retention
- 6 A combination of two or more of the above Charging methods

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

Home Office – C22219 NFDCS

9.5.1 Order Form Template and Statement of Work Template

for the Supplier Staff undertaking that element of work on the Deliverables.

The Parties will execute a Statement of Works to cover one or more 'sprints' for each agreed outcome(s). Each Statement of Works will include a breakdown of charges calculated on a Time and Materials, Capped Time and Materials, Capped Time and Materials less 20% retention or Firm/Fixed Price basis, in accordance with Call-Off Schedule 5 (Pricing Details and Expenses Policy). All charges shall be subject to the maximum amount defined in the Call-Off Contract Value, which will not be exceeded unless authorised in writing by the Buyer in advance ("Maximum Amount").

Any revisions to a payment profile will be agreed in writing between the Parties. If additional services are required, a further agreement in writing will be obtained before commencement of any work on those additional services in accordance with the Framework Variation process.

If an agreed revision will result in costs exceeding the total Maximum Amount as per the Call-Off Contract Value then a change to this Call-Off Contract will be required via the Variation Procedure to reflect increase in costs.

For any work based on a Capped Time and Materials, Capped Time and Materials with 20% retention or Fixed Price basis, the Supplier shall be responsible for delivering the agreed Deliverables within the agreed amount at its own expense (even where the agreed price has been exceeded) and the Buyer shall not be liable for any costs which exceed the agreed amount. As defined in the Call Off Schedule 5, all pricing shall remain firm for the contract duration and shall not be subject to indexation.

Reimbursable Expenses

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

Payment Method

BACS

Buyer's Invoice Address

Who and where to send invoices to	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED] in addition copies of all Invoices and supporting evidence such as time-sheets, Supplier & Third Party pass through costs shall be emailed to [REDACTED] and [REDACTED]</p>
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	[REDACTED]
Invoice information required – e.g. PO, project ref, etc.	<p>All invoices must include, but not necessarily limited to, the following information:</p> <ul style="list-style-type: none"> • Project reference number • The unique purchase order number; • The services detailed in the Statement of Work (SoW) to which the invoice relates; • The line value; • Total value excluding Value Added Tax • Value Added Tax percentage • The total value including Value Added Tax • The tax point date relating to the rate of Value Added Tax shown; • Supplier SAP number (if applicable) • Breakdown of charges supported by approved timesheets (where applicable) • Expenses receipts (where applicable)
Invoice frequency	Monthly in arrears

Buyer’s Authorised Representative

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Buyer’s Environmental Policy

<https://www.gov.uk/government/publications/greening-government-ict-strategy>

Buyer’s Security Policy

HMG Security Policy Framework: <https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>

Supplier’s Authorised Representative

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Supplier's Contract Manager

[REDACTED]

Progress Report Frequency (minimum monthly)

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

Progress Meeting Frequency (minimum monthly)

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

Key Staff

[REDACTED]

All key staff are permanent employees of Rowe IT, [REDACTED]

Key Subcontractor(s)

Not Applicable

Commercially Sensitive Information

Not applicable

Balanced Scorecard

Not Applicable

Material KPIs

As set out in Call-Off Schedule 14 (Service Levels)

Service Period

As set out in Call-Off Schedule 14 (Service Levels) Part A, Section 3.

Critical Service Level Failure

Home Office – C22219 NFDCS
9.5.1 Order Form Template and Statement of Work Template

As set out in Call-Off Schedule 14 (Service Levels), Part A, Section 3, and Call-Off schedule 20 (Call-Off Specification)

Additional Insurances

No additional insurances – see Joint Schedule 3 (Insurance Requirements)

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)

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 – See Schedule 20 to which this Order Form relates.

For and on behalf of the Supplier:

Signature: [Redacted]

Name: [Redacted]

Role: [Redacted]

Date: 12 June 2023

For and on behalf of the Buyer:

Signature: [Redacted]

Name: [Redacted]

Role: [Redacted]

Date: 12 June 2023

Appendix 1

The Parties shall implement the Authority requirements as set out in Call Off Schedule 20 via a Statement of Work (SOW).

The first Statement of Work shall cover the mobilisation phase (as set out in Call Off Schedule 4 (Tender) section 3.1. Such Statement of Work shall be agreed within thirty (30) Working Days from the Start Date.

Thereafter the Parties shall agree further Statements of Work to cover specific sprint-based activity to be delivered by the Supplier.

The Parties agree that for all subsequent Statement of Works and/or sprints the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 or a template as agreed by the Parties.

Annex 1 (Template 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:

SOW Title:

SOW Reference:

Call-Off Contract Reference:

Buyer:

Supplier:

SOW Start Date:

SOW End Date:

Duration of SOW:

Key Personnel (Buyer):

Key Personnel (Supplier):

Subcontractors:

2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background: [Insert details of which elements of the Deliverables this SOW will address]

Delivery phase(s): [Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live]

Overview of Requirement: [Insert details including Release Type(s), for example Ad hoc, Inception, Calibration or Delivery]

3 Buyer Requirements – SOW Deliverables

Outcome Description:

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01			
MS02			

Delivery Plan:

Dependencies:

Supplier Resource Plan:

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 in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW:

[Insert if necessary]]

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).

SOW Standards:

[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)]

Performance Management:

[Insert details of Material KPIs that have a material impact on Contract performance]

Material KPIs	Target	Measured by

[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]

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)

[Indicate: whether there is any requirement to issue a Status Determination Statement]

SOW Reporting Requirements:

[Further to the Supplier providing the management information detailed in Paragraph 6 of Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1.	[insert]		
1.1	[insert]	[insert]	[insert]

4 Charges

Call Off Contract Charges:

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

- [Capped Time and Materials]
- [Incremental Fixed Price]
- [Time and Materials]
- [Fixed Price]
- [2 or more of the above charging methods]

[Buyer to select as appropriate for this SOW]

The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].

Rate Cards Applicable:

[**Insert** SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]

Reimbursable Expenses:

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

[Reimbursable Expenses are capped at [£[**Insert**] [OR [**Insert**] percent ([X]%) of the Charges payable under this Statement of Work.]

[None]

[**Buyer** to delete as appropriate for this SOW]

5 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:

Title:

Date:

Signature:

For and on behalf of the Buyer

Name:

Title:

Date:

Signature:

**Annex 1 to Statement of Work
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:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

Description	Details
<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> <ul style="list-style-type: none"> • [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority] <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p>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:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier] <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together] <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the Controller, • 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, • [Insert the scope of other Personal Data provided by one Party]

OFFICIAL SENSITIVE

	<p>who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</p> <p>[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	<p>[Be as specific as possible, but make sure that you cover all intended purposes.</p> <p>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.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</p>
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]
<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>	[Describe how long the data will be retained for, how it be returned or destroyed]

