

## Framework Schedule 6 (Order Form Template and Call-Off Schedules)

### Order Form

CALL-OFF REFERENCE (CCS):	ITT: itt_9904 - RM6263/Lot 1
CALL-OFF REFERENCE (DfE):	DFE project_7008
CALL-OFF TITLE:	Agile Service Delivery
CALL-OFF CONTRACT DESCRIPTION:	This procurement seeks to deliver Agile Core Services for the Apprenticeship Service (AS) portfolio; and the 11 underpinning services. Agile delivery services will support the development of GDS compliant digital services for apprenticeship service users to support the continued development of the service. The Services required are described in detail within the document 'Statement of Requirements
THE BUYER:	Department for Education
BUYER ADDRESS:	Cheylesmore House, Quinton Road, Coventry, CV1 2WT
THE SUPPLIER:	Fujitsu Services Limited
SUPPLIER ADDRESS:	Lovelace Road, Bracknell, RG12 8SN
REGISTRATION NUMBER:	00096056
DUNS NUMBER:	21-015-4381
SID4GOV ID:	

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated [25<sup>th</sup> October 2022](#).

It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work (SOW) which shall be executed at a date to be agreed by the Supplier and Buyer on or after the date the call off contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

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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, SOW 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(S):**

Lot 1 – Digital Programmes

### **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) RM6263
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6263
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)

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- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 12 (Supply Chain Visibility)
- Joint Schedule 13 (Cyber Essentials)
- Call-Off Schedules for RM6263
  - 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 Deliveries)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery) NOT USED
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing) NOT USED
  - Call-Off Schedule 14A (Service Levels)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 16 (Benchmarking) NOT USED
  - Call-Off Schedule 18 (Background Checks)
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-Off Schedule 23 (HMRC Terms) NOT USED
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6263
- 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

To supplement existing provisions, the Supplier will comply with the following additions:

- All supplier staff working on services in relating to this contract will need to undertake as a minimum, a BPSS.
- The Supplier shall ensure that no Supplier Staff who discloses that they have a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the vetting procedure of HMG Baseline Personnel Security Standard or through the Disclosure and Barring Service (DBS) or otherwise), is employed

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or engaged in any part of the provision of the Services without the prior written approval of the Buyer. Subject to the Data Protection Legislation, the Supplier shall disclose the results of their vetting process, immediately to the Buyer. The decision as to whether any of the Supplier's Staff are allowed to perform activities in relation to the Call Off Contract, is entirely at the Buyer's sole discretion

- The Supplier shall be required to undertake annual periodic checks during the Call Off Contract Period of its Staff, in accordance with HMG Baseline Personnel Security Standard so as to determine the Supplier Staff suitability to continue to provide Services under the Call Off Contract. The Supplier shall ensure that any Supplier Staff who discloses a Relevant Conviction (either spent or unspent), or is found by the Supplier to have a Relevant Conviction through standard national vetting procedures or otherwise, is immediately disclosed to the Buyer. The Supplier shall ensure that the individual staff member immediately ceases all activity in relation to the Call Off Contract, until the Buyer has reviewed the case, on an individual basis, and has made a final decision.
- Where the Buyer decides that a Supplier Staff should be removed from performing activities, as a result of obtaining information referred to the clauses above in relation to the Call Off Contract, the Supplier shall promptly and diligently replace any individual identified. The Supplier shall ensure that any replacement staff will meet the provision set out in clause 2.1 of the Call off Contract."
- Please refer to the defined terms section for further information on 'Conviction' & 'Relevant Conviction'.

<b>Term</b>	<b>Definition</b>
<b>Conviction</b>	Means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order
<b>Relevant Conviction</b>	Means a Conviction that is relevant to the nature of the Services to be provided, at the discretion of the Buyer

### Special Term 2

- Primary Locations will not attract expenses some travel to other DfE sites may be required and must comply with DfE Travel and Subsistence policy. Parking is not available on DfE sites. Costs for additional roles required within this contract will be discussed and approved prior to each Statement of Work as needed.
- Roles expected to attend DfE sites will attract the "National Maximum Day" Rate Card rate, roles expected to be fully remote will attract the "National Home Day" Rate Card rate as included in Call-Off Schedule 5 (Pricing Details and Expenses Policy)
- Some work may be UK wide and travel may be required to other DfE offices.

"Primary Locations" are Cheylesmore House, Quinton Road, Coventry, CV1 2WT

### Special Term 3

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Project Version: v1.0  
Model Version: v3.7

- The latest start date will be outlined in each individual statement of work. Except for in exceptional circumstances, and as agreed with the Buyer.

#### **Special Term 4**

- Contractors must work within the United Kingdom unless agreed by the Buyer on an individual basis.
- Contractors must not take any departmental equipment abroad or access the departmental network whilst outside the United Kingdom unless agreed by the Buyer on an individual basis

#### **Special Term 5**

The Parties have agreed to amend certain Schedules as stated below

- **Schedule 9 (Security)**  
Part A to apply with the removal of paragraphs 2.2.4 (in its entirety), 5.1, 5.2(d) and 5.3
- **Schedule 12 (Supplier Visibility)**  
The removal of paragraph 2 in its entirety

CALL-OFF START DATE:	26 <sup>th</sup> October 2022
CALL-OFF EXPIRY DATE:	25 <sup>th</sup> October 2024
CALL-OFF INITIAL PERIOD:	2years 0months
CALL-OFF OPTIONAL EXTENSION PERIOD:	6 months (25% of the original term optional extension) if applicable.
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	1month (30days)
CALL-OFF CONTRACT VALUE:	<b>The total maximum value for this contract is £9,500,000 (ex VAT)</b>
KEY SUB-CONTRACT PRICE:	Not applicable

#### **CALL-OFF DELIVERABLES**

See details in Call-Off Schedule 20 (Call-Off Specification/Statement of Requirement including KPIs in the Bid Pack)

#### **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 set out in Framework Schedule 1 (Specification).

## **CYBER ESSENTIALS SCHEME**

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (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 11.2 and 11.6 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 £4,200,000 in the first 12 Months of the Contract.

## **CALL-OFF CHARGES**

- (1) Capped Time and Materials (CTM);
  - (2) Fixed Price; or
  - (3) A combination of two or more of the above Pricing mechanism.
- See details in Call-Off Schedule 5 (Pricing Details and Expenses Policy) for further details.

Time and Material and Capped Time and Material Pricing mechanisms will use the applicable rate card(s) incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy). The Capped Time and Pricing mechanism may include an element of contingency if agreed and detailed in the SOW, any contingency Charge must be quantified and reflect the risk profile of the deliverables in the SOW.

Where Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract that do not align to the applicable rate card(s) incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) then a new rate will be agreed and added under each SOW.

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

## **REIMBURSABLE EXPENSES**



DfE Travel and  
expenses.docx

## **PAYMENT METHOD**

**BACS** - The Supplier will issue electronic invoices, the buyer will make payment within 30 days of receipt of a valid invoice.

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Project Version: v1.0  
Model Version: v3.7

## INVOICING

Invoices will be raised at the frequency agreed in each SOW, determined by the applicable Pricing mechanism. For Time and Material and Capped Time and Material Pricing mechanisms invoices will be submitted monthly in arrears. For the Fixed Price Pricing mechanism invoicing will be on completion and confirmation of each milestone set out in the SOW. All invoicing must reference the relevant PO.

Invoices will be paid within 30 days of receipt of a valid invoice

A copy of the invoice must also be sent to the work requestor specified within the SOW/Purchase Order.

A valid invoice will:

- be dated and have a unique invoice number;
- quote a valid purchase order number;
- include correct Supplier details;
- specify the services supplied;
- include the correct SOW reference
- be for the correct sum
- provide contact details for queries.

### BUYER'S INVOICE ADDRESS:

Accounts Payable  
ASC Purchasing  
Cheylesmore House  
Quinton Road  
Coventry  
CV1 5WT

accountingservices.esfa@education.gov.uk

### BUYER'S AUTHORISED REPRESENTATIVE

Name:	<REDACTED>
Role:	Head of Apprenticeship Service
Phone	<REDACTED>
email address	<REDACTED>
Address	Cheylesmore House, Quinton Road, Coventry, CV1 2WT

### BUYER'S ENVIRONMENTAL POLICY

N/A

### BUYER'S SECURITY POLICY



Buyer Security  
Policy.docx

### SUPPLIER'S AUTHORISED REPRESENTATIVE

Name:	<REDACTED>
Role:	Client Executive
Phone	<REDACTED>
email address	<REDACTED>
Address	Lovelace Road, Bracknell, RG12 8SN

### SUPPLIER'S CONTRACT MANAGER

Name:	<REDACTED>
Role:	Delivery Executive
Phone	<REDACTED>
email address	<REDACTED>
Address	Lovelace Road, Bracknell, RG12 8SN

### PROGRESS REPORT FREQUENCY

To be agreed with supplier at the point of each Statement of Work to be called off under this contract.

### PROGRESS MEETING FREQUENCY

To be agreed with supplier at the point of each Statement of Work to be called off under this contract

### KEY STAFF

To be agreed with supplier at the point of each Statement of Work to be called off under this contract

### KEY SUBCONTRACTOR(S)

Supplier's Information	
<b>Subcontractors / Partners:</b>	As at the Start Date there are no Key Subcontractors. Supplier will inform Buyer of any future requirements

### COMMERCIALLY SENSITIVE INFORMATION

Supplier's Information	
<b>Commercially sensitive information:</b>	Information relating to the Supplier's staff, our customers and our pricing contained in this Order or any subsequent Statement of Work. This shall remain Commercially sensitive information for the duration of this Call-Off Contract plus 12 months

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### SERVICE CREDITS

No Service Credits will be accrued in accordance with Call-Off Schedule 14A (Service Levels) however The Department reserves the right to amend the service levels and where applicable introduce service credits across the contract duration, subject to agreement in the applicable SOW.

### ADDITIONAL INSURANCES

Not required

### GUARANTEE

Not required

### 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 to which this Order Form relates.

### FORMATION OF CONTRACT

By signing and returning this Order Form Schedules 6, the Supplier agrees to enter into a Call-Off Contract with the Buyer.

The Parties agree that they have read the Order Form, the Call-Off Contract terms and conditions, and the Schedules, and by signing below agree to be bound by this Call-Off Contract.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<REDACTED>	Signature:	<REDACTED>
Name:	<REDACTED>	Name:	<REDACTED>
Role:	Client Executive	Role:	Deputy Director   Operations Directorate Commercial Delivery Team
Date:		Date:	

## Appendix 1

### (Template Statement of Work to be customised to reflect each SoW as and when requested)



blank SOW.docx

### Schedule 3 - Statement of Work (SOW)

Issued in accordance with Contract xxxx and including Pricing Arrangements, Deliverables and Key Personnel.

#### 3.1 SOW Summary

<b>Date of SOW:</b>	
<b>SOW Reference:</b>	
<b>SOW Value:</b>	
<b>Buyer:</b>	
<b>Supplier:</b>	
<b>Date Required:</b>	
<b>Location:.</b>	
<b>Work Package Title:</b>	
<b>Phase(s) of Development:</b>	
<b>Start Date &amp; End Date of SOW</b>	
<b>Estimated Duration of SOW:</b>	
<b>Background:</b>	
<b>Description of Requirements:</b>	
<b>Work Package Approach:</b>	
<b>Security Vetting Checks required</b>	

- 3.1.1 The Parties will execute a SOW for each release. Note that any ad-hoc Service requirements are to be treated as individual releases in their own right (in addition to the releases at the delivery stage); and the Parties should execute a separate SOW in respect of each.
- 3.1.2 The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this SOW and will not apply to any other SOWs executed, or to be executed, under this Call-Off Contract unless otherwise agreed by the Parties.

### 3.2 Deliverables, Acceptance Criteria & Milestones

- 3.2.1 To be added into the table below in agreement between the Buyer and Supplier on a work package by work package basis.

Ref	Deliverables	Success criteria	Milestones
	<b>Payments BAU /EI</b>		
<b>D1</b>			
<b>D2</b>			
<b>D3</b>			
<b>D4</b>			
<b>D5</b>			
<b>D6</b>			
<b>End of Deliverables</b>			
<b>Charging Method(s) for this work Package:</b>	Capped Time and Material (CTM)		
	Invoiced monthly in arrears based on agreed progress towards Deliverables.		
<b>Travel Expectations and Expenses:</b>	All expenses <b>must</b> be claimed in accordance with the prevailing expenses policy operated by the Buyer. Invoices including claims for expenses which do not comply with this policy will be rejected in their entirety		

<b>Overtime and on-call</b>	There will be no overtime paid in relation to this statement of work. Any additional work shall be agreed between the Buyer and Supplier in writing, prior to commencing work. For any additional work agreed between both parties, the rates will be at the standard rates, which are captured in the Call-Off contract. Any additional work must be accompanied by a CCN, outlining the agreed deliverables for any additional work.
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### 3.3 Supplier Response

Service Charges Breakdown				
Role	Day Rate (ex VAT)	Max Days	Total Cost (ex VAT)	
End of Response Total EX VAT				
Total INC VAT				

### 3.4 Assumptions & Dependencies

3.4.1 Risks or contingencies will be included in the Charges. The Parties agree that the following assumptions & dependencies will apply in relation to the Charges:

<b>Assumptions:</b>	<ol style="list-style-type: none"> <li>1) Any Intellectual Property (IP) created during or for this work package is owned by the Department for Education.</li> <li>2) All Documentation deliverables will be provided in an electronic form, unless otherwise expressly agreed by both parties in the SOW.</li> <li>3) Any acceptance tests conducted as part of the Services apply only to the Services detailed in the relevant SOW and do not constitute acceptance or rejection of any other services outside of this SOW.</li> </ol>
<b>Dependencies</b>	<ol style="list-style-type: none"> <li>1) In relation to deliverable 'DO3', the DfE project team will require DfE approval to resume fieldwork before user research services can commence.</li> </ol>

### 3.5 Key Personnel

3.5.1 The Parties agree that the Key Personnel in respect of this Project are detailed in the table below.

3.5.2 Table of Key Personnel:

*[This table is intended for both buyer & supplier to detail the key contact points during the duration of the SOW. This section should not be used to detail actual resource requirements]*

Name	Role	Details

### 3.6 Call-Off Contract Charges

3.6.1 For each individual Statement of Work (SOW), the applicable Call-Off Contract Charges (in accordance with the charging method in the Order Form) will be calculated using all of the following:

- the agreed relevant rates for Supplier staff or facilities, which are inclusive of any applicable expenses and exclusive of VAT and which were submitted to the Buyer during the Further Competition that resulted in the award of this Call-Off Contract.
- the number of days, or pro rata for every part of a day, that Supplier staff or facilities will be actively providing the Services during the term of the SOW.
- a contingency margin of up to 20% applied to the sum calculated on the basis of the above two points, to accommodate any changes to the SOW Deliverables during the term of the SOW (not applicable to Lot 3). The Supplier must obtain prior written approval from the Buyer before applying any contingency margin.

3.6.2 The Supplier will provide a detailed breakdown of rates based on time and materials Charges, inclusive of expenses and exclusive of VAT, with sufficient detail to enable the Buyer to verify the accuracy of the time and material Call-Off Contract Charges incurred.

The detailed breakdown for the provision of Services during the term of the SOW will include (but will not be limited to):

- a role description per Supplier Staff;
- a facilities description;
- the agreed relevant rate per day;
- any expenses charged per day, which are in line with the Buyer's expenses policy

(if applicable);

- The number of days, or pro rata for every part day, they will be actively providing the Services during the term of the SOW; and
- The total cost per role / facility.

The Supplier will also provide a summary which is to include:

- Total value of this SOW;
- Overall Call-Off Contract value;
- Remainder of the value under overall Call-Off Contract Charge where:  
Remainder of value under overall call-Off Contract Charge – overall Call-Off Contract value – sum of total value of all SOWs invoiced; and
- Whether there is any risk of exceeding overall Call-Off Contract value (and thereby requiring a Contract Change Note (CCN) to continue delivery of Services).

3.6.3 If a capped or fixed price has been agreed for a SOW:

- The Supplier will continue at its own cost and expense to provide the Services even where the agreed price has been exceeded; and
- The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to this order after the agreed price has been exceeded.

3.6.4 Multiple SOWs can operate concurrently.

3.6.5 The Supplier will keep accurate records of the time spent by the Supplier Staff in providing the Services and will provide records to the Buyer for inspection on request (not applicable to Lot 3 Services).

### 3.7 Performance Standards & Quality Assurance

3.7.1 All outcomes delivered in relation to this work package will meet the performance standards set out below, unless otherwise agreed in this statement of work:

Performance Standard/Requirements	Description
GDS Service Standards	All deliverables & outputs from this SOW must meet all requirements set out in the GDS Service Standards. Details of the Standards are set out in the following link <a href="https://www.gov.uk/service-manual/service-standard">https://www.gov.uk/service-manual/service-standard</a>
Agile Methodologies	All deliverables from this SOW which are to be conducted in line with recognised agile methods

### 3.8 Reporting and Communications

- 3.8.1 If required the Buyer and Supplier shall meet monthly to discuss the operational performance of the contract & progress towards the outcomes set out in the SOW. The meeting shall be attended by the Account Executive or Service Delivery Manager of the Supplier and Service Owner of the Buyer.
- 3.8.2 The content of the meeting will include, but not be limited to the below:
- Progress against each objective, highlighting any missed deliverables.
  - Any performance issues which need to be addressed.
  - Review of the exit plan & handover arrangements to ensure they remain fit for purpose.
- 3.8.3 One week prior to the meeting, the Supplier shall provide a report detailing an update on the aforementioned areas.
- 3.8.4 The Buyer shall outline any significant changes which may affect the achievement of deliverables.

### 3.9 Variation

- 3.9.1 As stated in the call-off contract, the client has the right to amend the rate of development or delivery of service contained within SOW when required. Should this occur; the Supplier and Client will mutually agree a variation within five calendar days.

### 3.10 Termination

- 3.10.1 The Buyer reserves the right to terminate the SOW at any time, giving a notice period of fifteen (15) calendar days in which all development work will cease.
- 3.10.2 The notice period should be given in writing. The receiving party must acknowledge receipt of request within 24 hours.

### 3.11 Handover and Exit Management

- 3.11.1 During the initiation stage of this SOW, a handover and exit management strategy must be formulated by the Supplier and reviewed by the DfE. This will include knowledge transfer and handover tasks required.
- 3.11.2 The Supplier will help the Buyer to migrate the Services to the DfE or a replacement supplier in line with the exit plan to ensure continuity of services.

### 3.12 Agreement of Statement of Works

- 3.12.1 By Signing this SOW, the Parties agree to be bound by the terms and conditions set out herein:

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	<b>Supplier:</b>	<b>Buyer:</b>
<b>Name:</b>		
<b>Title:</b>		
<b>Signature:</b>		
<b>Date:</b>		

## ANNEX 1

### 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:

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller, and the Supplier is Processor</b></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"> <li>• That which is processed through Submit Learner Data, the Learning Records Service, the Operational Data Platform, VYED, Datawarehouse and the Online Forms Platform.</li> <li>• That which is processed in the delivery of services as set out at Attachment 1 – Services Specification.</li> <li>• That which is processed in accordance with the individual Statement of Works.</li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></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"> <li>• Business contact details of Supplier Personnel,</li> <li>• Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under this Contract.</li> </ul> <p><i>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 Buyer 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 Buyer]</i></p>
Duration of the Processing	For the duration of this contract; that is 2 years + 6months (25% of the original term optional extension) if applicable.

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Nature and purposes of the Processing	<p>Details of the nature and purposes of personal data processing will be set out in the individual Statements of Works.</p> <p>Processing may include but is not limited to the collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, and/or erasure or destruction of data (whether or not by automated means). The precise nature and purpose of the processing will be defined in the individual Statements of Work.</p> <p>Personal data processing will include:</p> <ul style="list-style-type: none"> <li>• That which is processed through Submit Learner Data, the Learning Records Service, the Operational Data Platform, VYED, Datawarehouse and the Online Forms Platform.</li> <li>• That which is processed in the delivery of services as set out at Attachment 1 – Services Specification.</li> <li>• That which is processed in accordance with the individual Statement of Works.</li> </ul>
Type of Personal Data	<p>As defined in the individual Statements of Works.</p> <p>Unique Learner Number  Given Name  Middle Names  Family Name  Preferred Given Name  Previous Family Name  Date of Birth  Sex (although we label it gender in some down stream systems)  Address  Postcode  Email Address  Unique Candidate Number  Unique Pupil Number  Qualification  Award Date  Grade/Outcome</p> <p>and <a href="#">Individualised Learner Record</a> and <a href="#">FE Workforce</a> specifications.</p>
Categories of Data Subject	<p>As defined in the individual Statements of Works and may include:</p> <ul style="list-style-type: none"> <li>• Learning Record Service which includes the personal data of learners from the age of 14+.</li> <li>• Submit Learner Data which includes the personal data of 16-19 learners and learners funded through Adult skills, Apprenticeships (incl higher and degree level apprenticeships), Community Learning, European Social Funding (ESF), Advanced Learner Loans and personal data of staff in FE organisations..</li> </ul>

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	<ul style="list-style-type: none"><li>• The Operational Data Platform, VYED, Datawarehouse and Online Forms platforms includes personal data of learners funded through all the above routes as onward and source systems</li></ul>
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	It is not expected that the Data Processor will retain any personal data processed through Submit Learner Data, the Learning Records Service, the Operational Data Platform, VYED, Datawarehouse and the Online Forms Platform in the delivery of this contract. If this is required, it will be clearly set out in the individual Statement of Work. Any data retained must be in accordance with DfE's agreed retention policies. The data security clauses within the contract must be adhered to for all data handling, deletion, and destruction.

## Contract Schedules/Accompanying/ Relevant Documents attached below

### **Bid pack**



Fujitsu Bidpack.zip

### **DSP call off Schedules**



DSP Call-off schedules.zip

### **DSP Joint Schedule**



DSP Joint Schedules.zip

### **DSP Core Terms**



RM6263-Core-terms-  
v3.0.11.pdf

### **KPIs**



KPIs.docx