

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

CALL-OFF REFERENCE: C95076

THE BUYER: NHS England

BUYER ADDRESS 7 - 8 Wellington Place
Leeds
West Yorkshire
LS1 4AP

THE SUPPLIER: PRICEWATERHOUSECOOPERS LLP

SUPPLIER ADDRESS: 1 Embankment Place, London, WC2N 6RH,
England

REGISTRATION NUMBER: OC303525

DUNS NUMBER: 733367952

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract will be completed via Atamis – NHS England E Sourcing Portal.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1st August 2023

It's issued under the Framework Contract with the reference number RM6188 for the provision of Supplier Audit Services.

CALL-OFF LOT(S):

Lot 4 Other independent assurance.

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 includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6188**

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3. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6188**
 - o Joint Schedule 2 (Variation Form) - Mandatory
 - o Joint Schedule 3 (Insurance Requirements) - Mandatory
 - o Joint Schedule 4 (Commercially Sensitive Information) - Mandatory
 - o Joint Schedule 6 (Key Subcontractors)
 - o Joint Schedule 7 (Financial Difficulties)
 - o Joint Schedule 8 (Guarantee)
 - o Joint Schedule 10 (Rectification Plan) - Mandatory
 - o Joint Schedule 11 (Processing Data) - Mandatory
 - Call-Off Schedules for C95076
 - o Call-Off Schedule 1 (Transparency Reports)
 - o Call-Off Schedule 2 (Staff Transfer)
 - o Call-Off Schedule 3 (Continuous Improvement)
 - o Call-Off Schedule 5 (Pricing Details)
 - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - o [Call-Off Schedule 9 (Security)
 - o [Call-Off Schedule 10 (Exit Management)
 - o Benchmarking using Call-Off Schedule 16 (Benchmarking)
 - o [Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6188**
6. 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.

The Parties intend that this Order Form will not oblige the Buyer to buy or the Supplier to supply Deliverables. The Parties agree that when a Buyer seeks Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute individual Statement of Work(s) in the form of the template set out in Annex 1.2 to this Order Form.

Upon the execution of each individual Statement of Work(s) it shall become incorporated into this Call-Off Contract.

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 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is

(i) specified in this Contract or

(ii) which the Buyer has Approved prior to the Supplier incurring

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that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements

Special term 2 - Clause 10.5 of the Core Terms is amended as follows:

- *The existing paragraph under clause 10.5 is numbered 10.5.1;*
- *The following paragraph is inserted after clause 10.5.1 and is numbered clause 10.5.2:*

The Supplier may terminate a Call-Off Contract upon such period of written notice is reasonable in the circumstances, if there is any Change in Law or other change in circumstance outside of the Supplier's reasonable control which would mean that the performance of the Call-Off Contract (including the application of any fee arrangements) would result in the Supplier being in breach of any obligations relating to conflicts of interest, independence and integrity under Law applicable to the Supplier provided that, prior to issuing any such notice of termination, the Supplier shall use best endeavours to seek an alternative solution to termination (which shall include a requirement to terminate any contract with a third party if the existence of that contract has led to a conflict of interest) and mitigate the impact of any such alternative solution or termination.

Special term 3 - The definition of "Conflict of Interest" in Joint Schedule 1 is deleted and replaced by the following:

a conflict between:

(a) the financial interests,

(b) personal duties, or

(c) any obligations, applicable to the Supplier, relating to conflicts of interest, independence and integrity under Law,

of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;

Special term 4 – Cyber Security Requirements

The following wording shall be included as new Clauses 3.4 and 3.5 of the Core Terms of the Call-Off Contract:

3.4 The Supplier warrants and represents that it has complied with and throughout the Contract Period will continue to comply with the Cyber Security Requirements. The "**Cyber Security Requirements**" means:

- a) compliance with the data security and protection toolkit (DSP Toolkit), an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian's 10 data security standards and supports

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key requirements of the GDPR, which can be accessed from <https://www.dsptoolkit.nhs.uk/>, as may be amended or replaced by the Buyer or the Department of Health and Social Care from time to time;

- b) such requirements as are identified by the Buyer in its Security Policy (if applicable); and
- c) any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from time to time. In the event of new cyber security requirements being identified that are to be factored into the Call-Off Contract, these shall be agreed with the Supplier through a Variation Note;

3.5 The Supplier shall, from the Call-Off Start Date and throughout the Contract Period, have the following accreditations or be able to demonstrate systems that their company operates systems/processes equivalent to such standards. The Supplier should supply copies of their accreditation certificates or evidence of their equivalent operating systems:

- i. BS EN ISO 9001
- ii. ISO 14001
- iii. ISO 27001
- iv. Cyber Essentials+

Special term 5 – Supplier Staff

The following wording shall be included as a new Clause 7.7 of the Core Terms of the Call-Off Contract:

7.7 Notwithstanding that Call-Off Schedule 9 (Security) has not been incorporated into this Order Form under the section headed “CALL-OFF INCORPORATED TERMS”, paragraph 3.4.3 of Part B of Call-Off Schedule 9 (Security) shall apply to this Order Form in any event.

Special term 6 – Intellectual Property Rights (IPRs)

Clause 9.1 of the Core Terms of the Call-Off Contract – Delete this Clause and replace with:

9.1. Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier’s Existing IPR to enable it to:

- receive and use the Deliverables
- make use of the deliverables provided by a Replacement Supplier
- develop and provide products and services to third parties

Special term 7 - Execution and Counterparts

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The following wording shall be included as new Clause 36 of the Core Terms of the Call-Off Contract:

36 Execution and Counterparts

36.1 This Call-Off Contract may be executed in any number of counterparts (including by electronic transmission), each of which when executed shall constitute an original but all counterparts together shall constitute one and the same instrument.

36.2 Execution of this Call-Off Contract may be carried out in accordance with the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 (SI 2016/696) and the Electronic Communications Act 2000. In the event each Party agrees to sign this Call-Off Contract by electronic signature (whatever form the electronic signature takes) it is confirmed that this method of signature is as conclusive of each Party's intention to be bound by this Call-Off Contract as if signed by each Party's manuscript signature. In such situation, this Call-Off Contract shall be formed on the date on which both Parties have electronically signed the Call-Off Contract as recorded in the Buyer's electronic contract management system.

Special term 8 – Statements of Work and the Commissioning Process

During the Call-Off Contract Period, the Buyer and the Supplier may agree and execute individual Statements of Work ("**SOW**"). Once signed by the Parties, the Statements of Work shall be incorporated into and will form part of this Call-Off Contract.

Future phases of work will be called off using the Commissioning Process outlined at Annex 1 to this Call-Off Contract.

The Buyer is not obliged to request any SOWs. In the event that the Buyer does raise a request for a SOW, the Supplier is required to respond in accordance with the terms and conditions of this Call-Off Contract.

CALL-OFF START DATE: 1 August 2023

CALL-OFF EXPIRY DATE: 31 July 2025

CALL-OFF INITIAL PERIOD: 2 years

CALL-OFF OPTIONAL EXTENSION PERIOD: 1 year

Minimum Spend: £0

Maximum Value: £228,800

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CALL-OFF DELIVERABLES

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

To be agreed at individual Statement of Work/project level, however the future Services and Deliverables will be aligned to Call-Off Schedule 20 (Call-Off Specification). The Parties acknowledge that these requirements are not fully defined at the point of awarding this Order Form and will be developed over the Contract Period as several projects ("**Future Services**"). Future Services will be called off using the Commissioning Process outlined at Annex 1 to this Order Form.

The Buyer is not obliged to request any Future Services. In the event that the Buyer does raise a request for Future Services, the Supplier is required to respond in accordance with the Commissioning Process outlined in Annex 1 to this Order Form.

"**Statement of Work**" means the detailed plan, agreed in accordance with Annex 1 of this Order Form, describing the Services and/ or Deliverables to be provided by the Supplier, the timetable for their performance and the related matters listed in the template Statement of Work set out in Annex 1.2 of the Order Form.

SECURITY

Part A (Short Form Security Requirements) of Call-Off Schedule 9 (Security) apply

andSecurity of Supplier Staff

1. Supplier Staff shall be subject to pre-employment checks that include, as a minimum: identity, unspent criminal convictions and right to work as detailed in the HMG Baseline Personnel Security Standard (<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>), as may be amended or replaced by the Government from time to time.
2. The Supplier shall agree on a case by case basis Supplier Staff roles which require specific government clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Government Data.
3. The Supplier shall prevent Supplier Staff who are unable to obtain the required security clearances from accessing systems which store, process, or are used to manage Government Data except where agreed with the Buyer in writing.
4. All Supplier Staff that have the ability to access Government Data or systems holding Government Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.
5. Where the Supplier or Subcontractors grants increased ICT privileges or access rights to Supplier Staff, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff

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no longer need elevated privileges or leave the organisation, their access rights shall be revoked within one (1) Working Day.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £114,400.

CALL-OFF CHARGES

Option B: See details in Call-Off Schedule 5 (Pricing Details)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by Call-Off Contract in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

Subject to NHS England's expenses policy.

PAYMENT METHOD

Payment to be made via BACS following the receipt of a correct and undisputed invoice. Refer to "Buyer's Invoice Address" for instructions regarding invoicing.

BUYER'S INVOICE ADDRESS:

Invoices should clearly quote the purchase order number, be addressed to NHS England, X24 Payables K005, PO Box 312, LEEDS LS11 1HP and be sent as a PDF attachment by email to the following email address; sbs.apinvoicing@nhs.net (one invoice per PDF) and emails must not exceed 10Mb and quote, 'T56 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.

Any queries regarding outstanding payments should be directed to NHS England's Accounts Payable section by email at financialaccounts@nhs.net

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives do not apply to this Call-Off Contract.

BUYER'S AUTHORISED REPRESENTATIVE

Tom McMillan
Senior Commercial Manager
tom.mcmillan1@nhs.net

BUYER'S ENVIRONMENTAL POLICY

[NHS England Social value charter](#)

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BUYER'S SECURITY POLICY

As per Schedule 9 (Security)

SUPPLIER'S AUTHORISED REPRESENTATIVE

Karen Finlayson

Partner

karen.finlayson@pwc.com

PwC, 29 Wellington St, Leeds, LS1 4DL

SUPPLIER'S CONTRACT MANAGER

Jennifer Crooks

Senior Manager

Jennifer.crooks@pwc.com

PwC, 1 Hardman Square, M3 3EB

PROGRESS REPORT FREQUENCY

As per specification in ITT

PROGRESS MEETING FREQUENCY

Once a week during each audit

KEY SUBCONTRACTOR(S)

n/a

COMMERCIALLY SENSITIVE INFORMATION

n/a

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

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)]

DATA PROTECTION

Data Protection Impact Assessment ("DPIA") Delivery and Assistance

Without limitation to the obligations as set out in Joint Schedule 11 (Processing Data), where expressly agreed in the individual Statement of Work(s), the Supplier shall, at

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its own cost, participate and provide full co-operation for the completion of any DPIA conducted by the Buyer relating to the Services and any related Deliverables, such participation and co-operation shall include updating the DPIA following each material change of the Services and Deliverables and following any Variation agreed in writing between the Parties.

Status of the Controller

The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under each Statement of Work, which will be agreed via the Commissioning Process. This will dictate the status of each Party under the DPA 2018. A Party may act as:

- (a) "Controller" in respect of the other Party who is "Processor";
- (b) "Processor" in respect of the other Party who is "Controller";
- (c) "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data as set out under a Statement of Work and shall specify in section 9 of an individual Statement of Work (*Processing of Personal Data*) which scenario they think shall apply in each situation.

Protection of Personal Data

As of the Call-Off Start Date, it is accepted there is no Processing of Personal Data involved under this Call-Off Contract and that the data table within Joint Schedule 11 (Processing Data) is not final. There is an expectation that both Parties will assess the data processing arrangement when the subsequent requirements and the Commissioning Process are finalised. It is agreed that each Party shall be responsible for ensuring compliance with the Data Protection Legislation, in relation to its Processing of any Personal Data under this Call-Off Contract. Should the Data Processing position change, the Parties acknowledge that the only Personal Data which may be shared under this Call-Off Contract will be set out in the data processing table in each individual Statement of Work (where applicable). Further, Joint Schedule 11 (Processing Data) must also be complied with by the Parties as a term of this Call-Off Contract.

The Supplier shall comply with any further written instructions with respect to Processing by the Buyer. Any such further instructions shall be incorporated into the data table.

The details of any Personal Data which may be shared under this Call-Off Contract will be set out in a data table under section 9 of the Statement of Work.

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Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

For and on behalf of the Supplier:

Supplier signatory name:

Supplier signatory email:

Supplier Signature:

DocuSigned by:

3551176DEB88456...

Full Name: Karen Finlayson

Job Title/Role: Partner

For and on behalf of the Buyer:

Date Signed: 3 August 2023

Buyer signatory name:

Buyer signatory email:

Buyer Signature:

DocuSigned by:

0E4D3AEB7E0A4BC...

Full Name: Vicky Gault

Job Title/Role: Director of Financial Control

Date Signed: 4 August 2023

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Annex 1 – Commissioning Process for future services under individual Statements of Work

The Supplier shall provide any additional Services required by the Buyer in accordance with the commissioning process leading to one or more SOWs substantially based on the template set out in Annex 1.2 to this Order Form. Future Services will be called off using the Commissioning Process as outlined below.

Future Services - Commissioning Process

Where the Buyer wishes to commission further work under this Call-Off Contract, it shall:

1. Detail the requirements for each individual project including milestones and acceptance criteria and a populated data protection table containing complete and accurate details of the Personal Data Processing applicable to the SOW (“**Project Requirements**”) substantially in the format of the SOW template set out in Annex 1.2 to this Call-Off Contract.
2. The Buyer’s commercial team will communicate Project Requirements in writing to the Supplier whereupon the Supplier shall have five (5) Working Days (or an alternative time period as set out by the Buyer upon communicating the Project Requirements) to respond. All commissioning requests shall be routed through the Buyer’s Commercial department/dedicated Commercial Leads.
3. The Supplier shall respond to the Project Requirements (the “**Supplier’s Solution**”) in the format specified by the Buyer at the point of communicating the Project Requirements.
4. The Parties will use the commissioning process to assess and agree the data processing requirements for each project, determine the data subjects and data classes to be processed by the Supplier, such details to be included in the relevant SOW.
5. The Supplier’s Solution shall include details of how the work will be undertaken, a timeline/activity plan along a summary of

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the resources, it shall also include a detailed price for the delivery of the Project Requirements in the format provided by the Buyer. Where no format is specified a section 3 (above) the method used to calculate the price shall be set out in sufficient detail for the Buyer to understand how the price was determined and, as a minimum, the Supplier's pricing will be broken down by the day rates of resources proposed to fulfil the Supplier's Solution and will be no more expensive than the day rates set out in its tender.

6. Fixed fee pricing will be used.
7. Within five (5) Working Days of receipt of the Supplier's Solution, or in any other time period the Buyer deems appropriate, it shall review and feedback comments on the Supplier's Solution.
8. Within two (2) Working Days of the Buyer providing this feedback (or an alternative time period as set out by the Buyer upon communicating its feedback) the Supplier shall provide a final Supplier's Solution to the Buyer.
9. Where the Buyer agrees with either the initial or revised Supplier's Solution the Supplier's Solution shall be attached to the proposed SOW containing the Project Requirements and the Buyer shall sign and return the proposed SOW to the Supplier for countersigning whereupon the Supplier shall commence delivery of the Services detailed in the SOW.
10. Amendments to the SOW (and associated pricing) after the execution of the associated SOW shall follow the variation process set out at clause 24 of the Core Terms and actioned through the Commercial Team.
11. At any point during or before the Commissioning Process, the Buyer may seek alternative means of delivering the requirement including potentially re-competing the requirement.
12. The Call-Off Contract is non-exclusive, and the Buyer does not commit to awarding any additional work as part of this Call-Off Contract.
13. Each SOW will have a unique identifying number supplied by the Buyer.

Security requirements

Some projects may require Supplier's resources to be cleared to the Buyer's security clearance level of Security Check (SC). Some projects may require a higher or lower level of clearance. The level of security clearance required will be communicated in the Project Requirements and prior to each SOW commencing. The Buyer will make best endeavours in providing as much prior notice as is possible in such an event.

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Annex 1.2 – Statement of Work Template

1. SOW DETAILS	
<p>Upon agreement, this SOW will form part of the Call-Off Contract referenced below.</p> <p>The Parties will execute a SOW for each of the Buyer requirements. Any ad-hoc Service 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 the existing SOW via a change control notice (CCN).</p> <p>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.</p> <p>Unless otherwise explicitly specified in this SOW, the terms of the Call-Off Contract shall apply to the scope of work set out in this SOW unamended. Unless otherwise specified, changes made to the terms of this Call-Off Contract set out herein only apply to the scope of work as set out in this SOW.</p> <p>The Parties agree that upon signature by both parties, this SOW is a valid variation of the Call-Off Contract under the Order Form and clause 24 (Changing the contract) of the Core Terms, and this SOW forms part of the Call-Off Contract as referenced below.</p>	
Date of SOW:	
SOW Title:	
SOW Contract Reference:	
Call-Off Project Reference:	
Atamis Contract Reference:	
Workplan:	

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Buyer Portfolio Number:	
Buyer:	
Supplier:	
Commencement Date:	
Completion Date:	
Duration of SOW	
Charging Method(s) for this SOW:	
Key Buyer Staff	
Key Supplier Staff	
Subcontractors	
2. PROGRAMME CONTEXT	
Programme Background	
Delivery Phase	Choose an item.
Overview of Requirement	
3. BUYER REQUIREMENTS	
Deliverables	
Delivery Plan	
Dependencies	
Supplier Resource Plan	

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Additional Requirements															
4. CHARGES															
<p>The applicable charging method(s) for this SOW is (check one):</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">Capped Time and Materials</td> <td style="width:5%; text-align: center;"><input type="checkbox"/></td> <td style="width:20%;">Fixed Price</td> <td style="width:5%; text-align: center;"><input type="checkbox"/></td> <td style="width:20%;">Incremental Fixed Price</td> <td style="width:5%; text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>The estimated maximum value of this SOW is: £[]</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with the process outlined in the Order Form.</p>		Capped Time and Materials	<input type="checkbox"/>	Fixed Price	<input type="checkbox"/>	Incremental Fixed Price	<input type="checkbox"/>								
Capped Time and Materials	<input type="checkbox"/>	Fixed Price	<input type="checkbox"/>	Incremental Fixed Price	<input type="checkbox"/>										
Financial Model															
5. SECURITY REQUIREMENTS															
<p>The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting.</p>															
6. LOCATION															
<p>The Services outlined within this SOW will be delivered to: Primary Location:</p> <p>If not exclusively at the Primary Location, please provide approximate split across other locations. This will be used to calculate blended rates:</p> <table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width:16.6%;">Leeds</td> <td style="width:16.6%;">London</td> <td style="width:16.6%;">Home / Virtual</td> <td style="width:16.6%;">Loc 1</td> <td style="width:16.6%;">Loc 2</td> <td style="width:16.6%;">Loc 3</td> </tr> <tr> <td>%</td> <td>%</td> <td>%</td> <td>%</td> <td>%</td> <td>%</td> </tr> </table> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:80%;">Offshore roles are permitted under this Statement of Work</td> <td style="width:20%; text-align: center;"><input type="checkbox"/></td> </tr> </table> <p>[Buyer Guidance: Please provide a brief explanation of any location split e.g. the work will be based out of Leeds, on average individuals will have to spend approximately one day a week in the Leeds office, the rest of the time they can work either virtually or from their home office.]</p>		Leeds	London	Home / Virtual	Loc 1	Loc 2	Loc 3	%	%	%	%	%	%	Offshore roles are permitted under this Statement of Work	<input type="checkbox"/>
Leeds	London	Home / Virtual	Loc 1	Loc 2	Loc 3										
%	%	%	%	%	%										
Offshore roles are permitted under this Statement of Work	<input type="checkbox"/>														
7. CHANGE PROCESS															
<p>In the event of a change being required to this Statement of Work, the Parties will follow clause 24 (Changing the contract) of the Core Terms.</p>															
8. TERMINATION WITHOUT CAUSE															
<p>The Buyer shall have the right to terminate this Statement of Work at any time by issuing a Termination Notice to the Supplier giving at least (10) days written. [or other timescale the parties agree per SOW]</p>															

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9. PROCESSING OF PERSONAL DATA

Unless explicitly noted below, this SOW shall be covered by the arrangements contained in Joint Schedule 11 (Processing Data).

This Statement of Work requires specific Data Processing arrangements ☐

Where the data protection table at Joint Schedule 11 (Processing Data) does not accurately reflect the Processor / Controller arrangements applicable to this Statement of Work, the parties shall complete the table below with the SOW specific data processing arrangements, in replacement of the table incorporated in Joint Schedule 11 (Processing Data).

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 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 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 3 to paragraph 16 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> <p>Business contact details of Supplier Personnel for which the Supplier is the Controller,</p> <ul style="list-style-type: none"> • 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 who is

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	<p><i>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]</i></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	<i>[Clearly set out the duration of the Processing including dates]</i>
Nature and purposes of the Processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>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.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of Data Subject	<i>[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]</i>
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	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

10. INTELLECTUAL PROPERTY RIGHTS

As per clause 9 (Intellectual Property Rights) of the Core Terms, save as expressly granted elsewhere under this Call-Off Contract, the Supplier shall not acquire any right, title, or interest in or to the Intellectual Property Rights of the Buyer.

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

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Unless specifically noted below the Supplier agrees that the Deliverables under this Statement of Work will not, in any way, be dependent on either Supplier or Supplier furnished 3rd Party IPR

One or more Deliverables under this Statement of Work will be dependent of Supplier and/or Supplier furnished 3rd Party IPR as detailed below	<input type="checkbox"/>
The specific IPR (and associated licence terms) are detailed in:	Buyer Guidance: applicable licence terms should be attached as an Appendix to this Statement of Work

11. IR35 DETERMINATION STATEMENT

IR35 Status Determination Statement	
Required	[]
Not Required	[]

12. SIGNATURES AND APPROVALS**Agreement of this SOW**

BY SIGNING this Statement of Work, the parties agree that it shall be incorporated into the Order Form and the Call-Off Contract

and be legally binding the Parties:

For and on behalf of the Supplier	Name and title	
	Date	
	Signature	
For and on behalf of the Buyer	Name and title	
	Date	
	Signature	

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