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

Order Form

CALL-OFF REFERENCE: Project_26051 ECM_TBC

CALL-OFF TITLE: Digital Assisted Services - Phase 2

CALL-OFF CONTRACT

DESCRIPTION: Provision of Augmented Resources to support the

DWP Shared Channels Digital Assisted Services

Project

THE BUYER: The Department of Work & Pensions

BUYER ADDRESS Caxton House, Tothill Street, London, SW1H 9NA

THE SUPPLIER: Tata Consultancy Services Limited

SUPPLIER ADDRESS: 18 Grosvenor Place, London, SW1X 7HS

REGISTRATION NUMBER: UK branch registration number BR007627

DUNS NUMBER: 234017981 (UK Branch Office)

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 17/11/2023.

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 which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further

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Model Version: v3.7

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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 2 – Digital Specialists

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2. Joint Schedule 1 (Definitions) RM6263
- 3. Framework Special Terms
- 4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6263
 - Joint Schedule 2 (Variation Form)
 - o Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 7 (Financial difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 13 (Cyber Essentials)
 - Call-Off Schedules for RM6263
 - o Call-Off Schedule 1 (Transparency Reports)
 - o Call-Off Schedule 3 (Continuous Improvement)
 - o Call-Off Schedule 5 (Pricing Details and Expenses Policy)
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 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - o Call-Off Schedule 9 (Security) Short Form
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 14B (Service Levels and Balanced Scorecard)
 - o Call-Off Schedule 15 (Call-Off Contract Management)
 - o Call-Off Schedule 20 (Call-Off Specification)
- 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.

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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:

Call-Off Special Term 1 - Framework Special Term 1 – Clause 10.2.2 (Ending the Contract without a reason) is amended as follows: "Each Buyer has the right to terminate their Call-Off Contract or any Statement of Work at any time without reason by giving the Supplier not less than:

(a) 30 days for a Statement of Work;

or (b) 30 days for the Call-Off Contract, written notice and if it's terminated Clause 10.6 shall apply. Without prejudice to Clause 10.2.3, the Buyer shall have no liability in respect of any costs incurred by the Supplier arising from such termination."

Call-Off Special Term 2 – Framework Special Term 2 – Clause 10.1.2 (Contract Period) is amended as follows: "The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 30 Days' written notice before the contract expires."

Call-Off Special Term 3 – Supplier Staff

Where the Supplier requires changes to the Supplier Staff used to provide the Services, the notice period for any change shall be 20 Working Days in writing from the Supplier to the Buyer, to allow for the allocation of Buyer devices;

The Supplier shall notify the Buyer promptly of the absence of any Supplier Staff other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that role;

The Supplier shall ensure that any role previously held by a member of Supplier Staff is not vacant (which, for the avoidance of doubt, means that a replacement for the relevant role has been named) for any longer than ten (10) Working Days;

The Supplier shall ensure that all arrangements for planned changes in Supplier Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables;

The Supplier shall ensure that any replacement for a role has a level of qualifications and experience appropriate to the relevant role and is fully competent to carry out the tasks assigned to the Supplier Staff whom he or she has replaced;

The Buyer may require the Supplier to remove any Supplier Staff that the Buyer considers in any respect unsatisfactory. The notice period for any change shall be 20

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Working Days in writing from the Buyer to the Supplier, to allow for onboarding the replacement resource. The Buyer shall not be liable for the cost of replacing any Supplier Staff.

Special Term 4 – Working Day

A Working Day is defined as the number of hours to be worked in a Workday. For the purposes of this Call-Off Contract, a Workday is eight (8) hours.

CALL-OFF START DATE: 5th December 2023

CALL-OFF EXPIRY DATE: 4th December 2024

CALL-OFF INITIAL PERIOD: 12 Months

CALL-OFF OPTIONAL

EXTENSION PERIOD: 25% of the initial contract (3 months)

MINIMUM NOTICE PERIOD

FOR EXTENSION(S): 30 Days

CALL-OFF CONTRACT VALUE: Initial Contract term value is £2,028,096

Excluding VAT (£2,433,715 Including VAT). The maximum contract value including optional 3 month extension £2,535,120 Excluding VAT (£3,042,144 Including VAT.) See SoW001 for the

initial SoW commitment.

KEY SUB-CONTRACT PRICE: N/A

CALL-OFF DELIVERABLES

The Parties intend to execute the following one (1) separate Statement of Work upon the Start Date:

(a) SOW 001

which shall, upon their respective signatures, be incorporated into Annex 1 to this Call-Off Contract and include the associated Deliverables.

The Parties may execute further Statements of Work in accordance with

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"Statement of Works" below.

Below is an example set of roles that the Supplier may be requested to provide over the Term of the Call-Off Contract which is subject to agreement between the Parties in each Statement of Work:

[REDACTED]

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). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

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 as stated in Clause 11.2 of the Core Terms, which is amended to read as follows for the purposes of this Call-Off Contract:

"Each Party's total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the lesser of; £5 million or 150% of the Estimated Yearly Charges."

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is (£2,433,715 Inclusive of VAT. Estimated Charges in the first 12 Months of the Contract (£2,433,715 Inclusive of VAT.

2. Clause 11.6 of the Core Terms is amended to read as follows for the purposes of this Call-Off Contract: "In spite of Clauses 11.1, 11.2 but subject to Clauses 11.3 and 11.4, the Supplier's aggregate liability in each and any Contract Year under each Contract under Clause 14.8 shall in no event exceed the lower of Data Protection Liability Cap or 125% of the of the Estimated Yearly Charges.."

CALL-OFF CHARGES

Summarise the Charging method(s) Buyer has selected below and which are incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy):

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(1) Time and Materials (T&M);

See details in Call-Off Schedule 5 (Pricing Details and Expenses Policy) for further details.

REIMBURSABLE EXPENSES

DWP Expense Policy



DWP Supplier Travel Policy - Apr 2022.pdf

PAYMENT METHOD

The payment method for this Call-Off Contract is **BACS** made monthly in arrears.

BUYER'S INVOICE ADDRESS:

Invoices will be sent to:

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

The Contracting Authority is committed to a 100% reduction of greenhouse gas emissions and

requires the successful Supplier under this procurement to demonstrate an organisational

commitment to the 'Net Zero' target.

Further information can be found here:

<u>Guidance on adopting and applying PPN 06_21 – Selection Criteria April 23 (publishing.service.gov.uk)</u>

BUYER'S SECURITY POLICY

It is noted that the Services to be performed by the Supplier are resource augmentation within a

rainbow team, working at the direction of the Buyer. The Supplier Staff will use Buyer supplied

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equipment eg: laptop and will use Buyer supplied environments and repositories. Resources will provide proof of their clearance on Day One of onboarding to the Authority via the Hiring Manager.

Available online. Further information can be found here: <u>Security policy framework:</u> <u>protecting government assets - GOV.UK (www.gov.uk)</u>

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

Not applicable

Worker Engagement Status will be inside IR35.

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4 (Commercially Sensitive Information).]

(1) BALANCED SCORECARD

See Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

(2) 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)

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.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	04 December 2023	Date:	04 December 2023

Appendix 1

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the Order Form).

Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.

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1. STATEMENT OF WORK ("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 Contact.

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:	17/11/2023
SOW Title:	Shared Channels Experience - Digital Assisted Services - Phase 2
SOW Reference:	001
Call-Off Contract Reference:	Project_26051
Buyer:	The Department for Work & Pensions
Supplier:	Tata Consultancy Services
SOW Start Date:	05/12/2023
SOW End Date:	31/03/2024
Duration of SOW:	17 weeks
Key Personnel (Buyer)	[REDACTED]
Key Personnel (Supplier)	TBC
Subcontractors	Not applicable

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2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT		
SOW Deliverables Background	The Department for Work & Pensions require a number of augmented resources to support in the delivery of the Digital Assisted Services Phase 2 Project	
Delivery phase(s)	Phase 1	
Overview of Requirement	The requirement is for a team of augmented resources to form a rainbow team alongside DWP Personnel	
Accountability Models	Please tick the Accountability Model(s) that shall be used under this Statement of Work: Sole Responsibility: □ Self Directed Team: □ Rainbow Team: □	

3. BUYER REQUIREMENTS – SOW DELIVERABLES		
Outcome Description	[REDACTED]	

Milestone Ref	Milestone Description	Acceptance Criteria	Due date
MS01	N/A		
MS02	N/A		
Delivery Plan	The provision of resources SOW.	s is in accordance with Section 3 (Buyer	Requirements) of this
Dependencies	The Buyer will provide, at no cost to the Supplier, laptops and necessary devices for Supplier staff to perform the Services. The Buyer will provide, at no cost to the Supplier, necessary network access, tooling and software's for Supplier staff to deliver required services. The Buyer will provide, at no cost to the Supplier, the necessary office space, computers and facilities reasonably required for Supplier Personnel to perform the Services on site at Buyer Premises		
Supplier Resource Plan	The provision of resources is in accordance with Section 3 (Buyer Requirements) of this SOW.		
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 in this SOW:		
	The Supplier agrees to the additional Buyer standard clauses in respect of Security Requirements listed below.		
	shall, co-oper management b. For the avoida undertaking a in this Statem security requi	shall and shall procure that any Sub-con ate with the Buyer in relation to the Buyer processes regarding the Services. ance of doubt, the Supplier shall pay all only action required to meet the security rement of Work. Any failure by the Supplier rements of this Statement of Work, shalling the Contracting Authority to exercise in Core Terms.	costs in relation to equirements stipulated to comply with any constitute a material
		Assurance: shall, and shall procure that any Sub-cor te the information security questionnaire	

by the Buyer (the "Information Security Questionnaire") at least annually or at the request by the Buyer. The Supplier shall provide the completed Information Security Questionnaire to the Buyer within one calendar month

from the date of request.

b. The Buyer shall schedule regular security governance review meetings which the Supplier shall and shall procure that any Sub-contractor (as applicable) shall, attend.

3. Security Policies and Standards

- a. The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the security policies and standards set out in paragraph 4 below.
- b. Notwithstanding the foregoing, the Buyer's security requirements applicable to the SOW Deliverables may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the SOW Deliverables. Where any such change constitutes a Variation, any necessary Variation shall be agreed by the Parties in accordance with clause 24 of the Core Terms.
- c. The Supplier shall and shall procure that any Sub-contractor (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards.

4. Security Policies and Standards

a. The Buyer's security policies are published on:

DWP procurement: security policies and standards - GOV.UK (www.gov.uk)

- b. The Supplier will be required to comply with:
- Acceptable Use Policy
- Information Security Policy
- Physical Security Policy
- Information Management Policy
- Email Policy
- Remote Working Policy
- Social Media Policy
- Security Classification Policy
- HMG Personnel Security Controls May 2018

(published on HMG personnel security controls - GOV.UK (www.gov.uk)

Cyber Security Standards The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme). N/A Performance Management Please refer to Call–Off Schedule 14B Service Levels and Balanced Scorecard Refer Annex A to Part A: Services Levels Table: The supplier will use all reasonable endeavours to meet the KPI's

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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	
Worker Engagement Status	Yes	pplier must confirm ir	writing prior to t	he commencemer	ot of each	
	statem employ	ent of work that the reveal of with PAYE tax a	esources deploye and NI deducted	ed to deliver the seat source).	ervices are	
	The provisions set out in the embedded document below shall apply to this SOW. The Buyer hereby confirms, that in accordance with clause 1.3 of the Off Payroll Working Rules, any Contractors deployed by the Supplier to provide services under the Call-Off Contract can be engaged by the Supplier through an Intermediary, that being via any agency or via any Umbrella company. Clause 1.2 of the Off Payroll Working Rules and its repercussions throughout such document will not apply to this Order Form.					
	inside	onfirms that all resour IR35 and will be work with all taxes and NI	ing through an a	pproved umbrella		E
		620Engage Status%20i				
SOW Reporting Requirements:	Further to the Supplier providing the management information detailed in 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 Service does this apply to?	Required regularity of Submission	
	1.	Resource Data for A	Annual Report &			

1.1	To support the Contracting Authority in reporting an accurate position in respect of external resources in its Annual Report and Accounts, the following information is required: a. Supplier Staff Name(s) b. Start and End date of the Engagement c. The contracted Day Rate of the Supplier Staff d. Is (Are) the Supplier Staff on a payroll and are deductions of PAYE and National Insurance made at source? Yes/No e. If "yes", please provide fee payer	all roles	upon reasonable request from the Buyer
	details for each of the Supplier Staff (eg, Supplier PAYE, Agent PAYE, Umbrella Company)		

4. CHARGES	
Call Off Contract Charges	The applicable charging method(s) for this SOW is: • Time and Materials
	The estimated maximum value of this SOW (irrespective of the selected charging method) is £635,792 Excluding VAT (£762,950 Including VAT)
	The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.
	INVOICING: Electronic Invoices (attached to E-Mails) should be sent to:
	[REDACTED]
	[REDACTED]
Rate Cards Applicable	As per schedules above
Financial Model	N/A
Reimbursable Expenses	Please refer to DWP Expense Policy as embedded in the Order Form

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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: [REDACTED] For and on behalf of the Name Supplier and title Date 04 December 2023 [REDACTED] Signature [REDACTED] For and on behalf of the Name Buyer and title Date 04 December 2023 [REDACTED] Signature

Annex 1 (Template Statement of Work)

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 Contact. 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 Cont Reference:	ract	
Buyer:		
Supplier:		
SOW Start Date:		
SOW End Date:		
Duration of SOW:		
Key Persor (Buyer)	nnel	
Key Person (Supplier)	nnel	
Subcontractors		
2. CALL-OFF CON	TRACT SPECIFICATION - PROGRAMME 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 ive].	
Overview of Requirement	Insert details including Release Types(s), for example, Adhoc, Inception, Calibration or Delivery].	
Accountability Models	Please tick the Accountability Model(s) that shall be used under this Statement of Work: Sole Responsibility: □	
	elf Directed Team: □ ainbow Team: □	

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

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Identity of Controller	The Relevant Authority is Controller, and the Supplier is
for each Category of Personal Data	Processor
	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:
	 Citizen details - name, address, NI number etc. Ability to update personal information Citizen contact history
	Past payment information
	Future payment information
	Access to Proof of benefit (to enable download) Citizen evidence upload
	Online notifications
	The Parties are Independent Controllers of Personal Data
	The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:
	 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,
	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
Duration of the Processing	For the duration of this Call-Off Contract & SoW

Nature and purposes of the Processing	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. The purpose might include: employment processing, statutory obligation, recruitment assessment etc.
Type of Personal Data	Citizen details - name, address, NI number etc. Ability to update personal information Citizen contact history Past payment information Future payment information Access to Proof of benefit (to enable download) Citizen evidence upload Online notifications
Categories of Data Subject	Customers/ clients, suppliers, members of the public, users of a particular website etc.
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	Data will be accessed for the term of the contract. No data is transferred to supplier as part of this service.