

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

Crown Copyright 2022

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Order Form

Call-Off Reference: C24606

Call-Off Title: Standalone System Transformation (SST) Application Development and Maintenance (ADM) Services

Call-Off Contract Description: The Buyer requires the delivery of ADM services in relation to its SST solution for a period of two years with an optional extension of a further twelve months.

The Buyer: The Secretary of State for the Home Department

Buyer Address: 2, Marsham Street, London. SW1P 4DF.

The Supplier: Shivom Consultancy Limited

Supplier Address: Suite B, Ground Floor East, 1000 Great West Road, Brentford, TW8 9DW

Registration Number: 04921167

DUNS Number: 736614947

SID4GOV ID: N/A

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

Crown Copyright 2022

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 1st July 2024.

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes 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 Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

Call-Off Lot

Lot One – Digital Outcomes

Call-Off Incorporated Terms

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

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.8
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.8
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

Crown Copyright 2022

- Call-Off Schedules for RM1043.8
 - 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 Deliverables)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 25 (Ethical Walls Agreement)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)

5 CCS Core Terms (version 3.0.11)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8

7 Call-Off Schedule 4 (Order 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: The Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer. In developing the Maintenance Schedule, the supplier shall follow the Buyer's reasonable instructions regarding its change control processes, which shall include scheduling any changes with due consideration to the potential impacts on other teams.

Special Term 2:

IR35 Special Conditions

1. DEFINITIONS

1.1. The following definitions shall apply in these IR35 Special Conditions and throughout the entire Contract:

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

Crown Copyright 2022

- 1.1.1. **“CEST Tool”** means the HMRC ‘Check Employment Status for Tax’ tool. The most up-to-date version must be used. As at the Commencement Date, the CEST Tool can be found here: <https://www.gov.uk/guidance/check-employment-status-for-tax>
- 1.1.2. **“FCSA”** means the Freelancer and Contractor Services Association Limited, registered at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ; company number 06622024. (website: www.fcsa.org.uk)
- 1.1.3. **“Inside IR35”** means the contractual engagement for an Intermediary Worker which is determined to be within the scope of IR35 as a result of a IR35 Determination.
- 1.1.4. **“Intermediary”** means:
 - (i) a company that meets Condition A as detailed in sub-section (9) of Section 61N of the Income Tax (Earnings and Pensions) Act 2003;
 - (ii) a partnership that meets Condition B as detailed in sub-section (10) of Section 61N of the Income Tax (Earnings and Pensions) Act 2003; or
 - (iii) an individual that meets Condition C as detailed in sub-section (11) of Section 61N of the Income Tax (Earnings and Pensions) Act 2003.
- 1.1.5. **“Intermediary Worker”** means an individual Supplier Staff worker who is contracted to provide his/her services through an Intermediary.
- 1.1.6. **“IR35”** means the set of rules that affect tax and National Insurance where a person is contracted to work for a client through an Intermediary. The IR35 rules are also known as ‘off payroll working rules’. As at the Commencement Date, information on IR35 can be found here: <https://www.gov.uk/topic/business-tax/ir35>
- 1.1.7. **“IR35 SOW Assessment”** means the Buyer’s review of the scope of Services to be delivered under a SOW and the associated working practices to be used to deliver such Services, to assess the likely IR35 status of any Supplier Staff working to deliver Services under such SOW.
- 1.1.8. **“IR35 Determination”** means an assessment of employment status for an Intermediary Worker using the CEST Tool to determine if the engagement is Inside IR35 or Outside IR35.
- 1.1.9. **“Outside IR35”** means the contractual engagement for an Intermediary Worker which is determined to be outside the scope of IR35 as a result of a IR35 Determination.
- 1.1.10. **“PAYE”** means HM Revenue and Customs’ (HMRC) system to collect Income Tax and National Insurance Contributions from a worker’s employment.

2. IR35 ASSESSMENTS OF STATEMENTS OF WORK

- 2.1. The Buyer shall undertake an IR35 SOW Assessment in respect of each SOW. The IR35 SOW Assessment will assess whether the construct of the work to be delivered under the SOW is genuinely one of a true contracted-out service or more of a supply of labour resources. If the working practices or terms of the arrangement under the SOW change or are amended the Buyer reserves the right to conduct further IR35 SOW Assessments.
- 2.2. Once the Buyer has completed an IR35 SOW Assessment it will advise the Supplier in writing of the outcome, which will be either:
 - 2.2.1. The work to be delivered under the SOW is genuinely one of a contracted-out service; or,
 - 2.2.2. The work to be delivered under the SOW is more of a supply of labour resources.

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

Crown Copyright 2022

3. IR35 DETERMINATIONS

- 3.1. If the Supplier utilises any Intermediary Workers to deliver any Services, the Supplier shall carry out an IR35 Determination for each Intermediary Worker and download a PDF copy of the IR35 Determination. Within five (5) Working Days of completing an IR35 Determination, the Supplier shall provide a PDF copy of the IR35 Determination to the Buyer (clearly specifying the CEST Tool reference number together with the Intermediary Worker's name, role and email contact details).
- 3.2. The Buyer may also conduct its own IR35 Determinations for all Supplier Staff (including following any requests from the Supplier pursuant to Paragraph 4.1.4 below) and the Supplier agrees that it shall provide all information requested by the Buyer to enable such IR35 Determinations to be performed. Any information requested by the Buyer shall be provided by the Supplier promptly and, in any event, no later than five (5) Working Days after the Buyer's request.
- 3.3. For any IR35 Determinations conducted pursuant to Paragraph 3.2, the Buyer will provide the Supplier with a PDF copy of the IR35 Determination (clearly specifying the CEST Tool reference number together with the Intermediary Worker's name, role and email contact details) to the Supplier within five (5) Working Days of completing the IR35 Determination.

4. AUTHORISED CONTRACTING ENGAGEMENTS FOR SUPPLIER STAFF

- 4.1. All Supplier Staff utilised by the Supplier to deliver any Services under this Contract shall be engaged by the Supplier (and, where applicable, the Supplier shall procure that its Sub-Contractors and any other third parties within the supply chain shall engage Supplier Staff) pursuant to one of the following contracting arrangements that are authorised by the Buyer:
 - 4.1.1. Each individual Supplier Staff worker is an 'on payroll' employee of the Supplier, a Sub-Contractor or another third party within the supply chain that is being utilised in provision of the Services.
 - 4.1.2. In the case of an Intermediary Worker, the contractual engagement with such a worker shall operate via a FCSA accredited umbrella company or FCSA accredited PAYE provider with full Income Tax and National Insurance Contributions deducted for such worker at source and reported to HMRC via its Real Time Information (RTI) system.
 - 4.1.3. The contractual engagement for an Intermediary Worker can be 'off payroll' (and therefore the Supplier is not required to comply with the provisions of Paragraphs 4.1.1 and 4.1.2 above) where all of the following conditions have been met:
 - 4.1.3.1. All SOWs under which the relevant Intermediary Worker is required to work have all been assessed by the Buyer and the Supplier has received IR35 SOW Assessment written outcome(s) pursuant to Paragraph 2.2.1 above which state all such SOW(s) reflect a genuine contracted-out service; and,
 - 4.1.3.2. The Supplier has conducted an IR35 Determination in respect of the specific role(s) the relevant Intermediary Worker will be undertaking pursuant to the SOW(s) referenced in Paragraph 4.1.3.1 above which states the determination is Outside IR35 and the Supplier has sent a copy of such IR35 Determination to the Buyer pursuant to Paragraph 3.1 above.
 - 4.1.4. Where a SOW has been assessed by the Buyer to be more of a supply of labour resources and the Buyer has issued its IR35 SOW Assessment written outcome to the Supplier for such SOW pursuant to Paragraph 2.2.2 above but the Supplier has conducted an IR35 Determination for an Intermediary Worker who is required to work under such SOW and its determination is Outside IR35, then the Supplier may

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

Crown Copyright 2022

submit a written request to the Buyer asking it to carry out its own IR35 Determination for such Intermediary Worker. If the Buyer issues a copy of its IR35 Determination for such Intermediary Worker pursuant to Paragraph 3.3 above and such determination confirms the Intermediary Worker's role is Outside IR35, then the contractual engagement for such Intermediary Worker can be 'off payroll' (and therefore the Supplier is not required to comply with the provisions of Paragraphs 4.1.1 and 4.1.2 above).

- 4.2. If the Supplier is replacing or substituting an Intermediary Worker where the provisions of Paragraphs **Error! Reference source not found.** 4.1.3 or 4.1.4 currently apply, such provisions shall not automatically apply to a replacement / substitute Intermediary Worker. The Supplier shall be required to follow the processes detailed in either Paragraph 4.1.3.2 or Paragraph 4.1.4 above (as applicable) in respect of the replacement / substitute Intermediary Worker.
- 4.3. The Supplier warrants that all Supplier Staff used to deliver any Services shall be engaged to fully comply with the provisions set out in Paragraph 4.1 above throughout the Contract Period.
- 4.4. The agreed SFIA Rate Card will apply regardless of the IR35 status of any Supplier Staff individuals, i.e. the same Rate Card will apply regardless of whether an individual is deemed to be 'Inside IR35' or 'Outside IR35'.
- 4.5. The Supplier's failure to comply with the provisions of this Paragraph 4 shall be a Default.

Call-Off Start Date: 1st July 2024

Call-Off Expiry Date: 30th June 2026

Call-Off Initial Period: Two Years

Call-Off Optional Extension Period: One Year

Minimum Notice Period for Extensions: Three Months

Call-Off Contract Value: £8,900,000.

Call-Off Deliverables

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

Warranty Period

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least 90 days against all obvious defects, and in relation to the warranties detailed in Paragraphs 4 (licensed Software warranty) and 9.6.2 (Specially Written Software and New IPRs) of Call-Off Schedule 6 (IPRs and Additional Terms on Digital Deliverables).

Buyer's Standards

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

Crown Copyright 2022

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

Maximum Liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 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 £6.05M with an estimated total contract value of £8.9M over two years.

Call-Off Charges

- 1 The following charging methods may apply to the Services and each SOW: Capped Time and Materials (CTM)
- 2 Capped Time and Materials (T&M)
- 3 Fixed Price
- 4 A combination of two or more of the above Charging methods.
- 5 For Capped T&M work the rate card defined in Call Off Schedule 5, shall apply:
- 6 At the Commencement Date the Fixed Price Services consist of Service Management services in relation to Components one and two, as described in the SSP Requirements set out in Call-Off Schedule 20 (Call-Off Specification). The Fixed price charges defined in the Call of Schedule 5 shall apply.

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.

All changes to the Charges must use procedures that are equivalent to those in Paragraph 4 in Framework Schedule 3 (Framework Prices).

Reimbursable Expenses

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

Payment Method

Electronic Funds Transfer

Buyer's Invoice Address

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

Crown Copyright 2022

UNITED KINGDOM

████████████████████ / ██████████

Buyer's Authorised Representative

██████████

Commercial Manager - HMPO Digital Services

████████████████████

Buyer's Security Policy

Referenced Security Policy Framework set out in paragraph 4.11 of at Call-Off Schedule 20 (Specification (requirements document) and also here - <https://www.gov.uk/government/publications/security-policy-framework>

Supplier's Authorised Representative

██████████

Director

██████████

████████████████████

The Mille, Suite B, Ground Floor East,
1000 Great West Road,
Brentford, Middlesex,
TW8 9DW

Supplier's Contract Manager

██████████

Director

██████████

████████████████████

The Mille, Suite B, Ground Floor East,
1000 Great West Road,
Brentford, Middlesex,
TW8 9DW

Service Level Report Frequency

On or before the fifth Working Day of each calendar month

Operational Board - Progress Meeting Frequency

Operational Board -Monthly within the first ten (10) Working Day of each Month, commencing within six (6) weeks of the Start Date

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

Crown Copyright 2022

Delivery Review - Progress Meeting Frequency

Weekly (usually on a Thursday)

Key Staff

Not Applicable

Worker Engagement Route (including whether inside or outside IR35 and whether there is a requirement to issue a Status Determination Statement)

The Buyer shall undertake an IR35 SOW Assessment in respect of each SOW. The IR35 SOW Assessment will assess whether the construct of the work to be delivered under the SOW is genuinely one of a true contracted-out service or more of a supply of labour resources. If the working practices or terms of the arrangement under the SOW change or are amended the Buyer reserves the right to conduct further IR35 SOW Assessments

Key Subcontractor(s)

None

Commercially Sensitive Information

As per Joint Schedule 4

Balanced Scorecard

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

Service Credits

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

The Service Credit Cap is: 15% of Service Management Charges and 15% Application Development Charges

The Service Period is: Quarterly

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 following social value commitments

MAC 7.1 Outcomes

Framework Ref: RM1043.8 Digital Outcomes 6

Project Version: v2.0

Model Version: v3.8

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

Crown Copyright 2022

As part of this commitment, Supplier will:

- **Implement the "Disability Confident" Scheme:** Shivom will actively engage in the "Disability Confident" scheme and will develop an action plan to achieve "Level 3" status during the tenure of the contract. This plan will focus on creating an inclusive work environment that supports the needs of employees with disabilities.
- **Collaborate with the Authority:** Within the first quarter after the contract award, Shivom will establish a detailed plan in collaboration with the Authority. This plan will outline specific actions and milestones aimed at achieving the "Level 3" status of the "Disability Confident" scheme, ensuring continuous improvement in supporting the health and wellbeing of all employees. The progress and impact of these investments will be transparently reported and measured via Balanced Scorecards on a quarterly basis.

2. MAC 6.1 Outcomes

To achieve this, Supplier will:

- **Invest in Apprenticeships and Work Placements:** Shivom will make a minimum investment of £100,000 in apprenticeships and work placements during the tenure of the contract. This initiative will be executed in partnership with local universities and the RISE School, providing valuable opportunities for skill development and career advancement for individuals from diverse backgrounds.
- **Transparent Reporting and Measurement:** The progress and impact of these investments will be transparently reported and measured via Balanced Scorecards on a quarterly basis. This will ensure accountability and allow for continuous assessment and improvement of the initiatives.

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:

Signature: [REDACTED]

Name: [REDACTED]

Role: Director

Date: 28/06/2024

For and on behalf of the Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: Commercial Manager

Date: 28.06.2024

Buyer guidance: execution by seal / deed where required by the Buyer

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

Crown Copyright 2022

Appendix 1

[Statement of Work]

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

Crown Copyright 2022

Annex 1 (Template Statement of Work)

1 Statement of Works (SOW) Details

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

Date of SOW:

SOW Title:

SOW Reference:

Call-Off Contract Reference:

Buyer:

Supplier:

SOW Start Date:

SOW End Date:

Duration of SOW:

Key Personnel (Buyer):

Key Personnel (Supplier):

Subcontractors:

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

Crown Copyright 2022

2 Call-Off Contract Specification – Deliverables Context

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

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

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

3 Buyer Requirements – SOW Deliverables

Outcome Description:

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01			
MS02			

Delivery Plan:

Dependencies:

Supplier Resource Plan:

Security Applicable to SOW:

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

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

[Insert if necessary]

Cyber Essentials Scheme:

The Buyer requires the Supplier to have and maintain a **Cyber Essentials Plus Certificate** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

SOW Standards:

[Insert any specific Standards applicable to this SOW]

Performance Management:

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

Material KPIs	Target	Measured by
---------------	--------	-------------

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

Crown Copyright 2022

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

Additional Requirements:

Annex 1 – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

Key Supplier Staff:

Key Role	Key Staff	Contract Details	Worker Engagement Route (incl. inside/outside IR35)

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

SOW Reporting Requirements:

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

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

]

4 Charges

Call Off Contract Charges:

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

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

[Buyer to select as appropriate for this SOW]

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

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

Crown Copyright 2022

Rate Cards Applicable:

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

Crown Copyright 2022

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

Reimbursable Expenses:

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

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

[None]

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

5 Signatures and Approvals

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

For and on behalf of the Supplier

Name:

Title:

Date:

Signature:

For and on behalf of the Buyer

Name:

Title:

Date:

Signature:

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

Crown Copyright 2022

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:

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

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 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">• The subject-matter of Processing of Personal Data by the Supplier is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified below <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none">• Business contact details of Supplier Personnel for which the Supplier is the Controller,• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,• Pre-existing Personal Data: Personal Data that the Supplier brings to the transaction, for which it is already the Controller, to be used by the Relevant Authority in accordance with the Contract, where both parties independently determine the purposes and means of processing.
Duration of the Processing	The Supplier will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.
Nature and purposes of the Processing	<p>Nature of the Processing</p> <p>1. Collection: [REDACTED] [REDACTED] [REDACTED]</p>

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

Crown Copyright 2022

	<ol style="list-style-type: none">2. Storage: Securely storing personal data in physical or electronic formats, ensuring access controls and encryption where appropriate.3. Use: Utilising personal data for performing contractual obligations, including providing services, support, and communication.4. Disclosure: Sharing personal data with authorized third parties as required for the fulfilment of services or legal obligations.5. Deletion: Securely erasing personal data when it is no longer needed for the purposes for which it was collected or as required by law.6. Transmission: Transmitting personal data to third-party service providers or partners, ensuring secure transfer protocols.7. Modification: Updating personal data to ensure accuracy and completeness.8. Analysis: Analysing personal data to improve service delivery, compliance, and operational efficiency. <p>Purposes of the Processing</p> <ol style="list-style-type: none">1. Service Delivery: Processing personal data to deliver and manage the services outlined in the contract, ensuring the effective and efficient performance of contractual duties.2. Communication: Using personal data to communicate with relevant parties regarding the contract, including updates, support, and inquiries.3. Compliance: Ensuring compliance with legal, regulatory, and contractual obligations, including audit and reporting requirements.4. Support and Maintenance: Processing personal data to provide technical support, maintenance services, and customer care.5. Billing and Payments: Managing billing processes, processing payments, and handling financial transactions.6. Performance Monitoring: Monitoring and evaluating the performance of services, including quality control and improvement initiatives.7. Security: Ensuring the security and integrity of personal data, including preventing unauthorized access, data breaches, and other security incidents.8. Professional Obligations: Fulfilling professional, regulatory, and ethical obligations related to the services provided under the contract.
Type of Personal Data	<ul style="list-style-type: none">• [REDACTED]

Crown Copyright 2022

Categories of Data Subject	Number of Subjects	Percentage of Total
Category 1	15	15%
Category 2	25	25%
Category 3	35	35%
Category 4	45	45%
Category 5	55	55%
Category 6	65	65%
Category 7	75	75%
Category 8	85	85%
Category 9	95	95%
Category 10	105	105%

- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, customers, business partners and vendors

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

Crown Copyright 2022

	<ul style="list-style-type: none">• Employees, agents, advisors, freelancers of Customer (who are natural persons)• Customer's Users authorised by Customer to use the Services
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 retained during the term of the contract, and 6 months after expiry/termination of the contract. The data is held digitally in our systems and will be destroyed from the system permanently.