

## DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)

### Order Form

This Order Form is for the provision of the Call-Off Deliverables. It is issued under the DIPS Framework Contract with a unique reference number starting with RM6249. The DIPS Framework and this Call-Off Contract are to be for the delivery of Outcomes only. This Framework is not for the request and delivery of resource. If specific resources are needed alternative sourcing methods must be used.

During the Call-Off Contract Period, the Requirement Holder and the Supplier may agree and execute a Statement of Work (in the form of the template set out in Appendix 4 to this Framework Schedule 6 (Order Form Template, Statement of Requirements Template)). Upon execution of any Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

The Parties agree that when the Requirement Holder seeks further Deliverables within the initial scope of the original Call-off contract from the Supplier that are not provided for in this Call-Off Contract, the Requirement Holder and Supplier will agree and execute a Call-Off Variation Form.

All capitalised terms in this Order Form shall have the meanings set out in Joint Schedule 1 (Definitions) unless

### 1a. Identification

Call-Off Lot	Lot 2 - Dev, Apps, UX, Dev Ops, Sys Design & Support				
Call-Off Reference	PS430 - Business Modernisation for Support (BMFS) Enabling Agent	Version Number	1	Date	15/04/24
Business Case Reference	Original FBC Number	DD/DCIS/BMFS Defence Digital Core Programme – 15/02/2024			
	Amendment FBC Number	N/A			
Project for which Services are in support	PS430 - Business Modernisation for Support (BMFS) Enabling Agent	Urgent Capability Requirement (UCR)		N/A	
Call-Off Contract title:	PS430 – Business Modernisation for Support (BMFS) Enabling Agent				
Call-Off Contract description:	A set of services and deliverables is required to ensure integration between BMFS requirements and the DD roadmap - and successfully deliver the DD components of the Programme.				

otherwise stated.

## DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)

1b. Contact details			
Government Directorate / Organisation Title	Defence Digital Ministry of Defence	Name of Supplier	Eviden Technology Services Limited
Name of Requirement Holder's Authorised Representative		Name of Supplier's Authorised Representative	
Post title		Post title	
Requirement Holder's Address	Ministry of Defence, Main Building, Whitehall, London, SW1A 2HB	Supplier Address	Eviden Technology Services Limited a company registered under the laws of Jersey with registration number 146917 and whose registered address is at 44 Esplanade, St Helier Jersey, JE4 9WG, which operates through its UK establishment, Eviden Technology Services Limited, which is
Postcode		Postcode	registered in England and Wales under number BR025381 and whose registered office is at Second Floor, Mid City Place, 71 High Holborn, London, WC1V 6EA.
Telephone		Telephone	
Email		Email	
Unit Identification Number (UIN)	D4907A	Value Added Tax (VAT) Code	F1
Resource Accounting Code (RAC)	NPF014		
Name of Requirement Holder's Project Lead			
Requirement Holder's Secondary Contact Name		Supplier Secondary Contact Name	
Requirement Holder's Secondary Contact Role	BMfS Defence Digital - Programme Director	Supplier Secondary Contact Role	Engagement Delivery Director
Requirement Holder's Secondary Contact Email		Supplier Secondary Contact Email	

<b>Date that the Statement of Requirements was issued</b>	15/04/24	<b>Deadline for Requirement Holder's receipt of Supplier's Call-Off Tender</b>	19/04/24
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## **DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)**

Background/justification for Call-Off Contract

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## DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)

A set of services and deliverables are required to ensure integration between BMFS requirements and the DD roadmap - and successfully deliver the DD components of the Programme.

Description of Services to be provided under the Call-Off Contract

### 1c. Statement of Requirements (SOR) (This section 1c. to be completed in full OR a complete SOR to be attached in Appendix 7 of this document)

Unique Order Number (defined by delivery team)	PS430		
SOR version issue number	1	SOR dated	N/A
SOR title	PS430 - Business Modernisation for Support (BMFS) Enabling Agent		

A service and set of deliverables are required including; Architecture, Test Strategy and Management, Commercial and Delivery Management interfacing across all key areas of Defence Digital.

Activities required to be undertaken under the Call-Off Contract

See SoW

Outputs to be provided under the Call-Off Contract

Please see table in 1d for details

Acceptance/rejection criteria / provisions

Please see table in 1d for details

Material KPIs / Critical Service Level Failure

Please see milestones and acceptance criteria in the SoW

The following Material KPIs shall apply to this Call-Off Contract in accordance with Framework Schedule 4 (Framework Management):

Material KPIs
Not applicable

The following shall constitute a Critical Service Level Failure for the purposes of this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels):

Critical Service Level Failure
Not applicable

The applicable Service Levels are as specified in Annex A to Part A of Call-Off Schedule 14 (Service Levels).

List all Requirement Holder Assets applicable to the Services that shall be issued to the Supplier and returned to the Requirement Holder at termination of the Call-Off Contract

## DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)

MOD MoDNet Laptops / Virtual Desktop - x1 per staff member (with laptops, not Virtual Desktop, required for specified supplier roles i.e. Modelling)			
Additional quality requirements & standards (in addition to any quality requirements & standards detailed in the addition to the Calloff Schedules)			
<p>From the Call-Off Start Date, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards, including those referred to in Framework Schedule 1 (Specification). The Requirement Holder requires the Supplier to comply with the following additional Standards for this Call-Off Contract:</p> <ul style="list-style-type: none"> <li>No specific Quality Management System requirements are defined. This does not relieve the Supplier of providing conforming products under this contract. CoC shall be provided in accordance with DEFCON 627</li> <li>No Deliverable Quality Plan is required reference DEFCON 602B</li> <li>Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 - Quality Assurance Procedural Requirements – Concessions</li> <li>Any contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 - Quality Assurance Procedural Requirements - Contractor Working Parties</li> </ul>			
Project and risk management			
<p>The Supplier shall appoint a Supplier's Authorised Representative and the Requirement Holder shall appoint a Requirement Holder's Authorised Representative, who unless otherwise stated in this Order Form shall each also act as Project Manager, for the purposes of this Contract through whom the provision of the Services and the Goods shall be managed day-to-day.</p> <p>Both Parties shall pro-actively manage risks attributed to them under the terms of this Call-Off Contract. The Supplier shall develop, operate, maintain and amend, as agreed with the Requirement Holder, processes for: (i) the identification and management of risks; (ii) the identification and management of issues; and (iii) monitoring and controlling project plans.</p> <p>Supplier will provide:</p>			
<input type="checkbox"/> A Monthly Status Report			
<b>Timescales</b> (Prior to Further Competition enter anticipated dates. Following Further Competition update with actual dates)			
Call-Off Start Date	22/04/24		
Call-Off Initial Period	9 months		
Call-Off Expiry Date	21/01/25		
Call-Off Optional Extension Period	<p>4.5 months (subject to budget and financial approval).</p> <p>Should an extension be required, pricing would be fixed price, although based on the rate-card in DIPS, once the specific requirements are known.</p> <p>All changes and extensions are subject to Affordably controls and financial approval.</p>		
Minimum notice period prior to a Call-Off Optional Extension Period	One month		

SOR approved by (Name in capital letters)	<div style="background-color: black; width: 100%; height: 1.2em;"></div>	Telephone	<div style="background-color: black; width: 100%; height: 1.2em;"></div>
Directorate / Division	Defence Digital Ministry of Defence	Email	<div style="background-color: black; width: 100%; height: 1.2em;"></div>

## **DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)**

Organisation Role / Position	UK Strat Command – Defence Digital – SD – BMCS	Date	14/02/24
Approver's signature			

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**DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)**

Original FBC Number (when known)	Amendment FBC Number (if applicable)
DD/DCIS/BMFS Defence Digital Core Programme – 15/02/2024	N/A

**1d. Key Deliverables Template**

*Brief summary of the requirement – expand/delete rows as appropriate. Full details appear below or are contained within the Statement of Requirement (SOR)*

Task Number	Activities to be undertaken and completed by the Supplier	Key Deliverables	Required Delivery Date	List all Requirement Holder Assets issued to Supplier (if required)	Acceptance Criteria	Price £ (Ex VAT)
1						
2						
3						

Table not used – refer to Appendix 7

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## DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)

### 2. Call-Off Incorporated Terms

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

- 1 This Order Form including the General Conditions in section 2(b) and the Call-Off Special Terms in section 2(c).
- 2 Joint Schedule 1 (Definitions)
- 3 Any Statement(s) of Work (in the form of the template set out in Appendix 4 to this Framework Schedule 6 (Order Form Template, Statement of Requirements Template)) executed by the Requirement Holder and the Supplier with a corresponding Call-Off Contract reference
- 4 [Framework Special Terms] Not applicable
- 5 The following Schedules in equal order of precedence:
  - Joint Schedules ○ Joint Schedule 2 (Variation Form) ○ Joint Schedule 3 (Insurance Requirements) ○ Joint Schedule 4 (Commercially Sensitive Information) ○ Joint Schedule 5 (Corporate Social Responsibility) ○ Joint Schedule 7 (Financial Difficulties) **Not required** ○ Joint Schedule 8 (Guarantee) **Not required** ○ Joint Schedule 10 (Rectification Plan) ○ Joint Schedule 11 (Processing Data)
  - Call-Off Schedules ○ Call-Off Schedule 2 (Staff Transfer), Part D only.
    - Call-Off Schedule 3 (Continuous Improvement) **Not required due to contract length** ○ Call-Off Schedule 5 (Pricing Details and Expenses Policy) ○ Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables) Not required ○ Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Not required ○ Call-Off Schedule 9 (Security)
    - Call-Off Schedule 10 (Exit Management) [Not required] ○ Call-Off Schedule 13 (Implementation Plan and Testing) **Not required due to contract length** ○ Call-Off Schedule 14 (Service Levels) [Not required] ○ Call-Off Schedule 17 (MOD Terms) ○ Call-Off Schedule 25 (Ethical Walls Agreement) [Not required] ○ Call-Off Schedule 26 (Cyber)
- 6 Core Terms (DIPS version)
- 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 Requirement Holder (as decided by the Requirement Holder and Commercial) 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.



## DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)

### 2a. Strategy for procurement and evaluation

Further competition	<input type="checkbox"/>	Competitive award criteria to be used for undertaking evaluation of proposal(s)	N/A		
Direct award	<input checked="" type="checkbox"/>				
		Weighting (Technical)	N/A	Weighting (Price)	N/A

### 2b. General Conditions

<p>Additional general DEFCON/conditions and DEFFORMs applicable to providing the Deliverables, are to be listed here:</p> <p><i>Additional Conditions: Deform 94 Confidentiality Agreement (Appendix 5 for individuals)</i></p> <p>The Authority has determined that this contract is a contracted-out- service and therefore responsibility for determining the IR35 status and informing resources passes to the supplier.</p>	<input checked="" type="checkbox"/>
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### 2c. Call-Off Special Terms

The following Special Terms are incorporated into this Call-Off Contract:
None

<b>2d. Call-Off Charges</b>	<input type="checkbox"/>
Capped Time and Materials (CTM)	<input type="checkbox"/>
Incremental Fixed Price Time and Materials (T&M)	<input type="checkbox"/>
Fixed Price	<input checked="" type="checkbox"/>
A combination of two or more of the above Charging methods	<input type="checkbox"/>
T&S is applicable <input type="checkbox"/>	
<p><b>[Requirement Holder guidance: Summarise the Charging method(s) Requirement Holder has selected above and which are incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy). If ticked and applicable also provide information on what T&amp;S is available.]</b></p> <p>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 charge the Requirement Holder 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.</p> <p><b>Reimbursable Expenses</b></p> <p>[See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)] [None]</p>	

### 2e. Payment Method

## DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)

CP&F monthly payment

PO Number TBC

Requirement Holder's Invoice Address

[REDACTED]

Requirement Holder's Authorised Representative

[REDACTED]

**2f. Milestone Payments Schedule (MPS) (expand table as appropriate)** <this table to be completed following Further Competition completion and award. This table to be linked to the Statement of Requirements table. This schedule needs to reflect the Deliverables state Requirements>

See Appendix 7

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## DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)

### 2g. Maximum Liability

The limitation of the Supplier's liability for this Call-Off Contract is stated in Clause 11.4 of the Core Terms.

### 2h. Requirement Holder's Environmental Policy

Available online at: [Management of environmental protection in defence \(JSP 418\) - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

### 2i. Requirement Holder's Security Policy

Security Aspects Letter to be issued and executed alongside this Order Form. See Appendix 6.

### 2j. Progress Reports and meetings

Progress Report Frequency	Monthly	Progress Meeting Frequency	Monthly
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### 2k. Quality Assurance Conditions

According to the product or scope of the work to be carried out, the Supplier shall meet the following requirements:

Allied Quality Assurance Publications (AQAP) 2110 – North Atlantic Treaty Organization (NATO) Quality Assurance Requirements for Design, Development and Production.

N/A ☐

Certificate of Conformity shall be provided in accordance with DEFCON 627 (*Edn12/10*).

#### Deliverable Quality Plan requirements:

DEFCON 602A (*Edn 12/17*) - Quality Assurance with Quality Plan

☐

DEFCON 602B (*Edn 12/06*) - Quality Assurance without Quality Plan

Y ☒

AQAP 2105:2 – NATO Requirements for Deliverable Quality Plans

N/A ☐

#### Software Quality Assurance requirements

Allied Quality Assurance Publications (AQAP) 2210 – North Atlantic Treaty Organization (NATO) Supplementary Software Quality Assurance Requirements to AQAP-2110 shall apply

N/A ☒

#### Air Environment Quality Assurance requirements

Defence Standard (DEF STAN) 05-100 – Ministry of Defence Requirements for Certification for Aircraft Flight and Ground Running (Mandatory where flying and/or ground running of issued aircraft is a requirement of the Task)

N/A ☒

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Relevant MAA Regulatory Publications (See attachment for details)	N/A <input checked="" type="checkbox"/>
Additional Quality Requirements (See attachment for details)	N/A <input checked="" type="checkbox"/>
<b>Planned maintenance schedule requirement</b>	
[Insert Not applicable or insert Supplier to provide a planned maintenance schedule as described in paragraph 8.1 of Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables).  The planned maintenance schedule shall meet the following requirements: [INSERT]]	N/A <input checked="" type="checkbox"/>

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## DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)

<b>2l. Key Staff</b>
N/A

<b>2m. Key Subcontractor(s)</b>
N/A

<b>2n. Commercially Sensitive Information</b>
Pricing and milestone approach

2o. Cyber Essentials	
<b>Cyber Essentials Scheme:</b> The Requirement Holder requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this Call-Off Contract, in accordance with Call-Off Schedule 26 (Cyber).	N/A <input type="checkbox"/>

2p. Implementation Plan	
Implementation Plan requirements in accordance with paragraph 1.1 of Call-Off Schedule 13 (Implementation Plan).]	<input checked="" type="checkbox"/>

<b>3. Charges</b>
Estimated Contract Value (excluding VAT) for Call-Off Contract
Total contract value £1,902,348.00 exc. VAT. Also see Appendix 7

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**4. Additional Insurances**

Not applicable

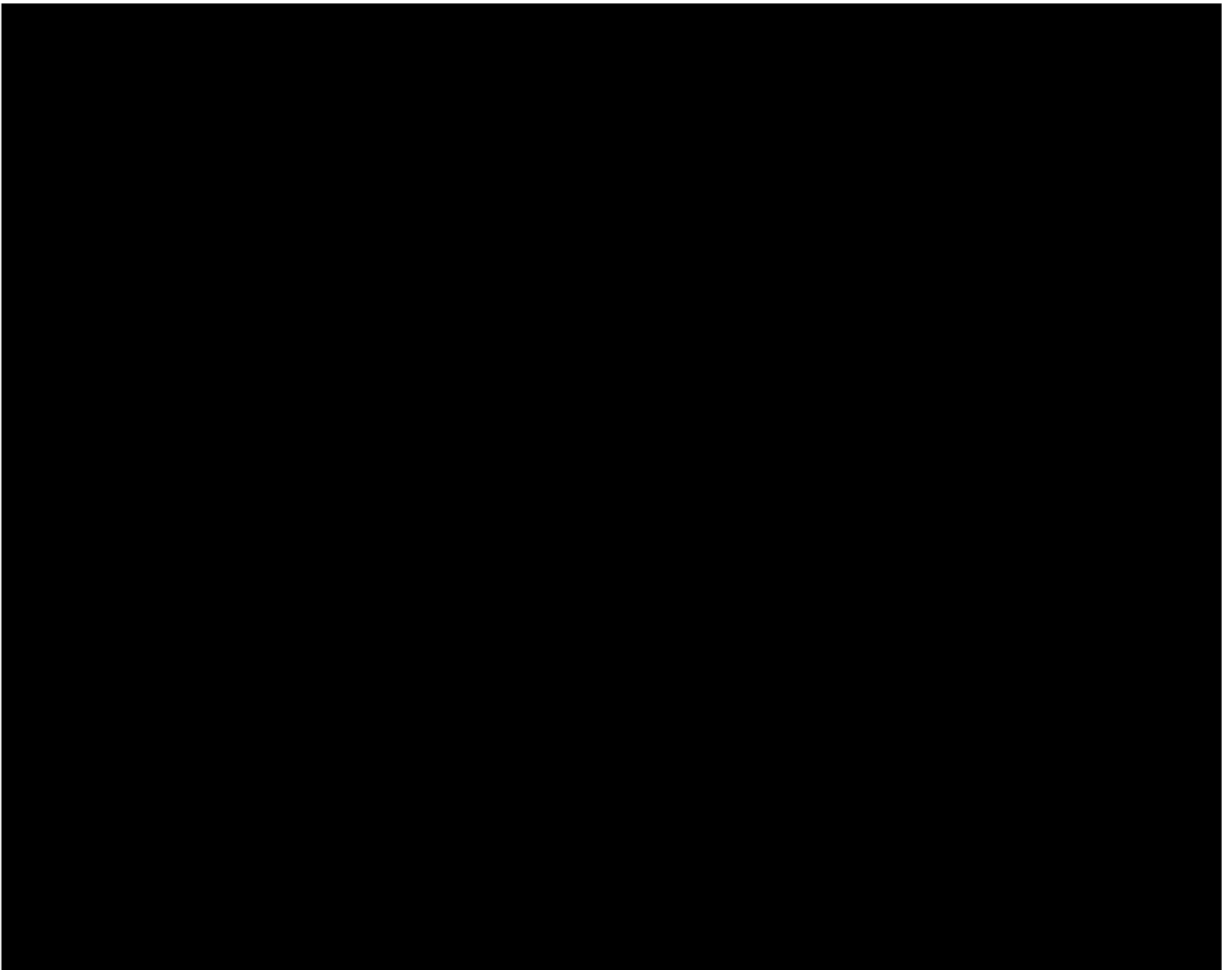
**5. Guarantee**

Not applicable

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**DIPS Order Form / Statement of Requirements Template  
(Framework Schedule 6)**

**6. Social Value Commitment**



Note: Given the size and scope of the BMfS engagement it is agreed that metrics specific to this Call-Off are not required.

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## DIPS Order Form / Statement of Requirements Template (Framework Schedule 6)

7. Requirement Holder Commercial Officer Authorisation			
Order Form approved by (Name in capital letters)	<Enter information>	Telephone	<Enter information>
Directorate / Division	<Enter information>	Email	<Enter information>
Organisation Role / Position	<Enter information>	Date	<Enter information>
Approver's signature	<Enter information>		

8. Acknowledgement by Supplier			
Order Form acknowledged by (Name in capital letters)		Telephone	
Supplier Name	Eviden Technology Services Limited	Email	
Supplier Role / Position		Date	25/04/2024
Approver's signature			

9. Final Administration	
<p>On receipt of the Order Form acknowledgement from the Supplier, the Commercial Manager (who placed the order) <b>must</b> send an electronic copy of the acknowledged Order Form, together with any applicable Appendix 3 to this Schedule 6, directly to <b>DIPS Professional Services Team</b> at the following email address: </p>	

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**Appendix 1 - Addresses and Other Information****1. Commercial Officer**

Name: [REDACTED]

Address: Professional Services | Defence Digital | Strategic  
Command | Commercial  
Spur B2, Building 405, Westwells Road, MoD Corsham,  
Wiltshire, SN13 9NR

Email: [REDACTED]

**2. Project Manager, Equipment Support Manager or PT Leader** (from whom technical information is available)

Name: [REDACTED]

Address Defence Data Office Programme Manager, Defence  
Digital  
Ministry of Defence | Main Building, Whitehall, London, SW1A  
2HB

Email: [REDACTED]


**3. Packaging Design Authority** Organisation  
& point of contact:

(Where no address is shown please contact the Project Team in  
Box 2)

**8. Public Accounting Authority**

1. Returns under DEFCON 694 (or SC equivalent) should be  
sent to DBS Finance ADMT – Assets In Industry 1, Level 4  
Piccadilly Gate, Store Street, Manchester, M1 2WD



2. For all other enquiries contact DES Fin FA-AMET Policy,  
Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD 

[REDACTED]

**9. Consignment Instructions**

The items are to be consigned as follows:

**10. Transport.** The appropriate Ministry of Defence Transport  
Offices are:

**A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c,  
Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

[REDACTED]

JSCS Helpdesk No. 01869 256052 (select option 2, then  
option 3)



**4. (a) Supply / Support Management Branch or Order Manager:****Branch/Name:****(b) U.I.N.**

JSCS Fax No. 01869 256837

Users requiring an account to use the MOD Freight Collection Service should contact [UKStratCom-DefSpRAMP@mod.gov.uk](mailto:UKStratCom-DefSpRAMP@mod.gov.uk) in the first instance.

**5. Drawings/Specifications are available from****11. The Invoice Paying Authority**

Ministry of Defence

☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags

Fax: 0151-242-2809

Liverpool, L2 3YL

**Website is:**

<https://www.gov.uk/government/organisations/ministry-ofdefence/about/procurement>

**6. Intentionally Blank****12. Forms and Documentation are available through \*:**

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncliffe

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

**Applications via fax or email:**[Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.mod.uk)**7. Quality Assurance Representative:****\* NOTE**

**1. Many DEFCONs and DEFFORMs** can be obtained from the MOD Internet Site:

Appendix 1 to Schedule 6

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Commercial staff are reminded that all Contract Associated requirements should be listed under the General Contract Conditions.

**AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.gateway.isg-r.r.mil.uk/index.html> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

**COMMERCIAL** <https://www.dstan.mod.uk/maincontent/business/commercial/index.htm>

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

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## Appendix 2 – Supplier's Quotation - Charges Summary **NOT USED (See Appendix 7)**

**Supplier Charges summary: To be completed by the Supplier in support of a quotation provided in response to an ITT for the requirement captured on the above Order Form.**

1. To:

2. From:

Date of tender submission:

In response to the Order Form request for a quotation  
reference

Dated

\*The work can be undertaken and our detailed response is attached. ☐

\*We are unable to provide the resources/deliverables identified on this occasion. ☐

(\* Check box as appropriate)

Name: (Block Capitals)

Signed:

Date:

2. Call-Off title:

3. Supplier Unique Reference Number:

4. Start Date:

Completion Date:

### 5a. Manpower/Resources

#### Time & Materials Deliverables



#### Fixed fee deliverables


### 5b. Travel

(Estimated expenditure on:)

Unit cost

Number of  
Journeys / Miles

Total

Rail

Motor Mileage

(max 30p per mile incl VAT)

30p max  
(incl VAT)

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5c. Subsistence	Air			
	Sea			
	(Estimated expenditure on:)	Unit cost	Number of Night / Days	Total
	Accommodation (max £100 per night incl VAT)			
	Meals (max £5 for lunch and/or £22.50 for an evening meal, including all drinks)			
	Miscellaneous costs (please define below)			
	Estimated recoverable expenses, detailed breakdown of expenses will be provided when invoicing.			
5d. Other Costs	<p><b><u>Subcontractor price</u></b></p> <p>Subcontractor Details</p> <p>Materials</p> <p>Other (Please provide details below)</p> <p>Description</p> <p>Cost</p>			
Total Charges	for completion of Call-Off Contract Deliverables			

**Appendix 3**

NOT APPLICABLE

## Appendix 4 (Template Statement of Work)

### 1. Statement of Work (SOW) Details

Upon execution, this SOW forms part of the Call-Off Contract (reference below). All capitalised terms in this SOW shall have the meanings set out in Joint Schedule 1 (Definitions) unless otherwise stated.

The Parties may execute a SOW for any set of Deliverables required. For any ad-hoc Deliverables requirements, the Parties may agree and execute a separate SOW, 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:**

**Requirement Holder:**

**Supplier:**

**SOW Start Date:**

**SOW End Date:**

**Duration of SOW:**

**Key Personnel (Requirement Holder):**

**Key Personnel (Supplier):**

**Subcontractors:**

### 2. Call-Off Contract Specification – Deliverables Context

### 3. Requirement Holder Requirements – SOW Deliverables Description

**Dependencies:**

**Assumptions:**

**Security Applicable to SOW:**

The Supplier confirms that all Supplier Staff working on Requirement Holder Sites and on Requirement Holder Systems (as defined in Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables) and Deliverables, have completed Supplier Staff vetting in accordance with any applicable requirements in the Contract, including Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

**SOW Standards:****Performance Management:**

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

The following Material KPIs shall apply in accordance with Framework Schedule 4 (Framework Management):

Material KPIs	Target	Measured by

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

**Additional Requirements:**

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

**Key Supplier Staff:**

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

**SOW Reporting Requirements:**

Further to the Supplier providing the management information specified in Framework Schedule 5 (Management Charges and Information), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Deliverables does this requirement apply to?	Required regularity of Submission

1			
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#### 4. Charges

##### Call Off Contract Charges:

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

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

[Buyer to select as appropriate for this SOW]

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

Rate Cards Applicable:

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

##### Reimbursable Expenses:

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

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

[None]

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

#### 5. Signatures and Approvals

##### Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 3 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 Requirement Holder**

Name:

Title:

Date:

Signature:

## Annex 1 to Statement of Work

### Data Processing

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

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

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 of Joint Schedule 11 (Processing Data) and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</li> </ul> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of Joint Schedule 11 (Processing Data) of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</li> </ul> <p><b>The Parties are Joint Controllers</b></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"> <li>• [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>• Business contact details of Supplier Personnel for which the Supplier is the Controller,</li> <li>• 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,</li> </ul>

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	<ul style="list-style-type: none"> <li>• <b>[Insert</b> the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</li> </ul> <p><b>[Guidance</b> where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	<p>[Be as specific as possible, but make sure that you cover all intended purposes.</p> <p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</p>
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Personnel (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]

## Appendix 5 Confidentiality Undertaking

**[Requirement Holder guidance:** Appendix 5 is for use where required pursuant to clause 15.3 of the Core Terms]

Employee:

Name of Employer:

MOD Contract/Task No:

Title:

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1. I, the above named employee, confirm that I am fully aware that, as part of my duties with my Employer in performing the above-named Contract, I shall receive confidential information of a sensitive nature (which may include particularly commercially sensitive information), whether documentary, electronic, aural or in any other form, belonging to or controlled by the Secretary of State for Defence or third parties. I may also become aware, as a result of my work in connection with the Contract, of other information concerning the business of the Secretary of State for Defence or third parties, which is by its nature confidential.
2. I am aware that I should not use or copy for purposes other than assisting my Employer in carrying out the Contract, or disclose to any person not authorised to receive the same, any information mentioned in paragraph 1 unless my Employer (whether through me or by alternative means) has obtained the consent of the Secretary of State for Defence. I understand that "disclose", in this context, includes informing other employees of my Employer who are not entitled to receive the information.
3. Unless otherwise instructed by my Employer, if I have in the course of my employment received documents, software or other materials from the Secretary of State for Defence or other third party for the purposes of my duties under the above Contract then I shall promptly return them to the Secretary of State for Defence or third party (as the case may be) at the completion of the Contract via a representative of my Employer who is an authorised point of contact under the Contract and (in the case of information referred to under paragraph 1 above) is also authorised under paragraph 2. Alternatively, at the option of the Secretary of State for Defence or the third party concerned, I shall arrange for their proper destruction and notify the above authorised point of contact under the Contract to supply a certificate of destruction to the Secretary of State for Defence. Where my Employer may legitimately retain materials to which this paragraph applies after the end of the Contract, I shall notify the authorised representative of my Employer to ensure that they are stored, and access is controlled in accordance with my Employer's rules concerning third party confidential information.
4. I understand that any failure on my part to adhere to my obligations in respect of confidentiality may render me subject to disciplinary measures under the terms of my employment.

Signed:

Date:

## **Appendix 6**

### **Security Aspects Letter**

Attached separately

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OFFICIAL-SENSITIVE - COMMERCIAL

## Appendix 7

### Statement of Work (SOW) Details

Upon execution, this SOW forms part of the Call-Off Contract (reference below). All capitalised terms in this SOW shall have the meanings set out in Joint Schedule 1 (Definitions) unless otherwise stated.

The Parties may execute a SOW for any set of Deliverables required. For any ad-hoc Deliverables requirements, the Parties may agree and execute a separate SOW, 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:** 15 April 2024

**SOW Title:** Business Modernisation for Support (BMFS) Enabling Agent

**SOW Reference:** PS430 SOW01

**Call-Off Contract Reference:** PS430 Business Modernisation for Support (BMFS) Enabling Agent

**Requirement Holder:** [REDACTED]

**Supplier:** Eviden Technology Services Limited

**SOW Start Date:** 22 April 2024

**SOW End Date:** 21 January 2025

**Duration of SOW:** 9 Months

**Key Personnel (Requirement Holder):** [REDACTED]

**Key Personnel (Supplier):** Not applicable

**Subcontractors:** Not applicable

## **2. Call-Off Contract Specification – Deliverables Context**

The Authority requires delivery of services and Deliverables as described in the SoR in support of coherence across the DE&S, DD and BMfS programme against the following dimensions:

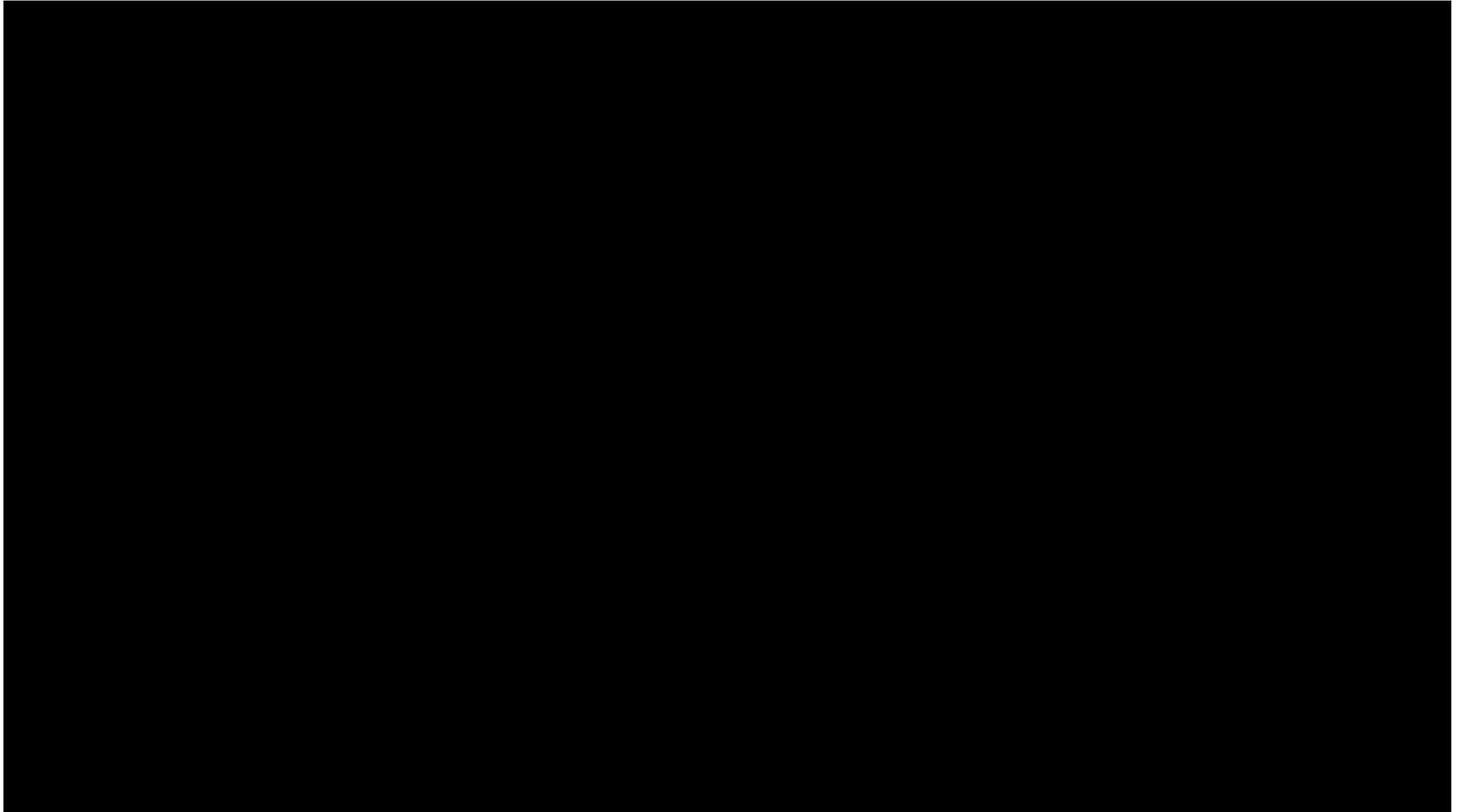
- Architecture
- Test
- Commercial (until 30 Sept 2024 only)
- Delivery

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### 3. Buyer Requirements – SOW Deliverables

#### Outcome Description:



**Dependencies:**

- The Authority shall provide access and suitable office accommodation for Supplier Personnel to Buyer Premises as required when they are working at Authority locations.
- The Authority shall provide the Supplier Personnel with access to MODNET in a manner which enables remote working (MODNET laptop or access to the Virtual Desktop environment) and access to all the tools / software required to deliver the Services.
- The Authority will provide the Supplier Personnel with MODNET laptops or access to the Virtual Desktop environment from Call-off Start Date and thereafter, as is reasonably necessary in order for Contractor Personnel to perform the Services, provided the Contractor has given reasonable notice to the Authority of the number of laptops required for those Contractor Personnel.
- The Authority will make available appropriate people, information and reasonable assistance to enable the Supplier to deliver the Services, this includes other Authority suppliers and outputs from relevant projects and programmes.
- The Authority shall not unreasonably withhold or delay acceptance of services and deliverables.

**Assumptions:**

- The Authority has determined that this contract is a contracted-out-service and therefore responsibility for determining the IR35 status and informing resources passes to the Supplier.
- A minimum of SC clearance is required for all supplier staff working on this contract.
- The Supplier will deliver the service remotely, with limited attendance at the following base locations: MOD Corsham and MOD Abbey Wood.

**Security Applicable to SOW:** All Supplier Personnel delivering the Services will hold valid security clearances to SC and will sign a Confidentiality Undertaking.

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems (as defined in Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables) and Deliverables, have completed Supplier Staff vetting in accordance with any applicable requirements in the Contract, including Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

**SOW Standards:** No specific standards applicable for the delivery of this SOW.

**Performance Management:** Not applicable – No KPIs or service levels identified for this SOW.

**Additional Requirements:** None identified

**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. **Not applicable**

**Key Supplier Staff:** Not applicable

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

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19

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

### **SOW Reporting Requirements:**

Further to the Supplier providing the management information specified in Framework Schedule 5 (Management Charges and Information), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Deliverables does this requirement apply to?	Required regularity of Submission
1	Monthly Performance Report	All services and deliverables	Monthly

#### 4. Charges

##### Call Off Contract Charges:

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

- Fixed Price

The value of this SOW is **£1,902,348.00 excluding VAT** as set out in the charges table below.

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Charges Table: All values are excluding VAT

Milestone Due Date	30-Apr-24	31-May-24	28-Jun-24	31-Jul-24	30-Aug-24	27-Sep-24	31-Oct-24	29-Nov-24	31-Dec-24	21-Jan-25	TOTAL (exc VAT)
<b>D1,D2,D3,D4</b> Core Coherence Support Service											
<b>D1,D2,D4</b> Core Coherence Support Service											
<b>D5</b> Foundry Test Support											
<b>Total services (excl VAT)</b>											
<b>D6.1</b> Deliver Data Classification Investigation											
<b>D6.2</b> Deliver Enduring Reference Data Investigation											
<b>D6.3</b> Deliver 2nd DMfS investigation											
<b>D6.4</b> Deliver DD Commercial Landscape Investigation.											
<b>D6.5</b> Deliver 2nd Representative Test Environment Investigation											
<b>D6.6</b> Deliver Data Quality Services Investigation											
<b>D6.7</b> Deliver Event Data Service Investigation											
<b>D6.8</b> Deliver Data Archiving Investigation											
<b>D6.9</b> Deliver Phase 2 Integration Platform Investigation											

D7.1 Deliver BMfS DD Test Strategy										
Total deliverables (excl VAT)										

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21

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

Milestone Due Date	30-Apr-24	31-May-24	28-Jun-24	31-Jul-24	30-Aug-24	27-Sep-24	31-Oct-24	29-Nov-24	31-Dec-24	21-Jan-25	TOTAL (exc VAT)
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Overall Total (exc VAT)

<b>Notes:</b> <ul style="list-style-type: none"><li>Deliverables charges have been aligned to deliverables based on a view of BMfS JIRA Demand Backlog as at end of March 24. This is subject to variation.</li><li>One month's notice is required to modify the service and charges provided.</li><li>The priorities will be reviewed and agreed monthly as part of the Monthly Performance Review to ensure the demand does not exceed the initial assumptions of service volumetrics.</li><li>Investigations will be undertaken in line with the Requirements and Scoping document provided by the BMfS Programme.</li><li><b>All prices shown are excluding VAT</b></li><li>If the scope or deliverables are materially altered, then this would trigger a change note/amendment of the contract as per the standard DIPS Lot 2 change process</li></ul>
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**Acceptance Process:**

Monthly services are subject to a monthly formal service review with a performance report prepared and presented by the Supplier. The Service Review will be attended by the ENaCT Programme Director, Crown representative from the BMfS Programme, and Crown representative from the Digital Foundry. These services are specified in the Service requirements above.

Specific deliverable items such as an Investigation Report, or Test Strategy will be prepared, reviewed and presented according to an agreed structure and formally signed off by the Programme. The artefacts will be formally signed off and maintained under version control.

**Reimbursable Expenses:**

The service and deliverables charges include routine travel (on average one day per week) to the base locations. Any additional expenses for events beyond routine attendance will need to be requested and approved in advance.

**Rate Cards Applicable:**

The Authority requested a coherence and test management service based on fixed price charging mechanism. The DIPS Lot 2 rate card was used as a basis of estimation for the charges provided and a discount applied based on direct award and a commencement date of 1 Apr 2024, enabling continuity of service. Subsequently, the requirement has changed to include fixed price deliverables and a significant delay to service commencement. In order to support the Authority, the charges have been kept at the same level, effectively increasing the discount, as no additional risk provision has been included for the fixed price deliverables e.g. investigations and test strategy.

Basis of estimate for BMfS EnACT coherence and test management service 1 Apr 2024 to 31 Dec 2024:

Role	DIPS Grade Equiv.	DIPS Lot2 Rate (exc VAT)	Total Days	Estimated Charge (exc VAT)
Delivery Director	1*			
Delivery Manager	B1			
Lead Enterprise Architect	B1			
Business Analyst	C1			
Service Architect	B1			
Project Governance	C1			
Enterprise Architect	B2			
Business Analyst	B2			
Test Manager	B2			
Data Architect	B2			
Testing Lead	B1			
Test Manager	C1			
Commercial Lead	B1			
Test Manager	B2			
Total				
<i>Discount based on direct award and continuity of supply from 1 Apr 24</i>				

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

<b>Revised Total (Exc VAT)</b>		
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## 5. Signatures and Approvals

### Agreement of this SOW: PS430 SOW01

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 3 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: [REDACTED]

Title: Client Executive Partner - Defence

Date: 25/04/2024

Signature: [REDACTED]

#### For and on behalf of the Buyer

Name: [REDACTED]

Title: Deputy Head Professional Services, Commercial Date: 25 April 2024

Signature: [REDACTED] (signed electronically)

## Annex 1 to Statement of Work – Not Used

### 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
-------------	---------

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

Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 of Joint Schedule 11 (Processing Data) and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</li> </ul> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of Joint Schedule 11 (Processing Data) of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</li> </ul> <p><b>The Parties are Joint Controllers</b></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"> <li>• [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>• Business contact details of Supplier Personnel for which the Supplier is the Controller,</li> <li>• 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</li> </ul>
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## Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

	<p>the Relevant Authority is the Controller,</p> <ul style="list-style-type: none"> <li>• <b>[Insert</b> the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</li> </ul> <p><b>[Guidance</b> where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	<p>[Be as specific as possible, but make sure that you cover all intended purposes.</p> <p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</p>
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Personnel (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]