

## **Digital Outcomes and Specialists 5 (RM1043.7)**

## Framework Schedule 6 (Order Form)

Version 2

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

## **Order Form**

Call-Off Reference: DOS514282/Project 5265

Call-Off Title: Financial Systems Digital Delivery Team

Call-Off Contract Description:

We are looking for a delivery partner to deliver and develop our Financial Systems and Services. The delivery is a mix of continuous improvements to the financial systems and the end to end identification and delivery of new systems and service delivery as defined on the Programme pipeline.

The Buyer: Department for Education

Buyer Address:

Cheylesmore House

**Quinton Road** 

Coventry

CV1 2WT

The Supplier: Agile Management Solutions

Supplier Address:

3mc Siskin Drive

Middlemarch Business Park

Coventry

England

CV3 4FJ

Registration Number: 08289806

DUNS Number: 218686382

SID4GOV ID: unknown

#### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 01/07/2021

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists 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

Financial Systems Digital Delivery Team - Digital Marketplace

#### **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) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.7
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) RM1043.7
    - Joint Schedule 12 (Supply Chain Visibility) [Optional]

- Call-Off Schedules for RM1043.7
  - Call-Off Schedule 1 (Transparency Reports)
  - o 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)
  - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery) [Optional]
  - Call-Off Schedule 9 (Security)
  - o Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - o Call-Off Schedule 14 (Service Levels and Balanced Scorecard) [Optional]
  - Call-Off Schedule 15 (Call-Off Contract Management) [Optional]
  - o Call-Off Schedule 18 (Background Checks) [Optional]
  - o Call-Off Schedule 20 (Call-Off Specification)
  - o Call-Off Schedule 26 (Cyber Essentials Scheme) [Optional]
- 5 CCS Core Terms (version 3.0.9)
- 6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
- 7 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

#### **Call-Off Special Terms**

The following Special Terms are incorporated into this Call-Off Contract:

[None]

Call-Off Start Date: 1st July 2021

Call-Off Expiry Date: 30th June 2023

Call-Off Initial Period: 24 months

Call-Off Optional Extension Period: Up to a maximum of 6 months extension period.

Minimum Notice Period for Extensions: 30 days

Call-Off Contract Value: £4,600,000

Financial Systems Digital Delivery Team - Digital Marketplace

#### **Call-Off Deliverables**

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

#### **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:

GDS standards and DFE service standards.

#### **Cyber Essentials Scheme**

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a [Cyber Essentials Certificate] [OR 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 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 no more than £2,300,000.

#### **Call-Off Charges**

1 Capped Time and Materials (CTM)

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

#### Reimbursable Expenses

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

Expenses must be pre-agreed and comply with DfE Travel and Subsistence Policy. Any expenses shall be submitted in line with DfE standard T&S policy. Primary work location stated in SoW will not attract expenses. No parking is available on site.

## **Payment Method**

- BACS
- Invoice Frequency: Invoicing 30 days
- **Invoice Information Required**: All invoices must include: the Purchase Order number, Contract reference: Statement of Work reference and period/deliverables being invoiced.
- The Buyer will pay the Supplier within 30 calendar days of receipt of a valid invoice.

### **Buyer's Invoice Address**

Accounts Payable
Financial Operations Service
Cheylesmore House
Quinton Road
Coventry
CV1 SWT

## REDACTED

## **Buyer's Authorised Representative**

## REDACTED

Head of Financial Systems

#### REDACTED

Piccadilly Gates, Store Street, Manchester, M1 2WD

## **Buyer's Environmental Policy**

N/A

### **Buyer's Security Policy**

All personnel must obtain SC clearance within 4 weeks of contract being awarded.

See attached:

## REDACTED

#### **Supplier's Authorised Representative**

#### REDACTED

Director

## REDACTED

## REDACTED

3mc Siskin Drive

Middlemarch Business Park

Coventry

England

CV3 4FJ

## **Supplier's Contract Manager**

## REDACTED

Director

## REDACTED

## REDACTED

3mc Siskin Drive

Middlemarch Business Park

Coventry

England

CV3 4FJ

## **Progress Report Frequency**

To be agreed with supplier in each SOW.

## **Progress Meeting Frequency**

To be agreed with supplier in each SOW.

## **Key Staff**

To be outlined in each individual statement of work.

## **Key Subcontractor(s)**

Not Applicable

**Commercially Sensitive Information** 

**No**.: 1

**Date**: 16/06/2021

Item(s): REDACTED

**Duration of Confidentiality: REDACTED** 

#### **Balanced Scorecard**

See Call-Off Schedule 14 (Service Levels and Balanced Scorecard) which is also embedded below. Please see balanced scorecard embedded.

#### REDACTED

#### **Material KPIs**

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard): Please refer to embedded Balanced Scorecard.

#### **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:

Signature: REDACTED

Name: REDACTED

Role: Director Date: 21/06/2021

#### For and on behalf of the Buyer:

Signature: REDACTED

Name: REDACTED

Role: G6 Managed Services

Date: 25/06/2021

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

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

## Annex 1 (Template Statement of Work) - FSIP – Digital Delivery Team – Quarter 2 - 2021

#### 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 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: 1st July 2021 to 30th September 2021

SOW Title: FSIP - Digital Delivery Team - Quarter 2 - 2021

SOW Reference: FSIP - Q2 - 2021

Call-Off Contract Reference: DOS514282/con\_10178

**Buyer: REDACTED** 

**Supplier: Agile Management Solutions Ltd** 

SOW Start Date: 1st July 2021

SOW End Date: 30th September 2021

**Duration of SOW: 65 Days** 

Key Personnel (Buyer): REDACTED, Head of Financial Systems

**Key Personnel (Supplier): REDACTED, Agile management Solutions Director** 

**Call-Off Contract Specification – Deliverables Context** 

For the period of this Schedule 6 AMS are required to deliver all the services to the delivery phase as identified in the table below. In addition, all the specific deliverables as identified in the "FSIP Product Matrix" will need to be completed.

## REDACTED

In addition to delivery of the specific services and products, AMS are required to adhere to DfE delivery / governance processes.

Any changes to scope \*increase, reduction, or variation) are to be agreed in advance and subject to agreed change management controls.

The supplier will work with other Managed Services for project/business testing and security requirements related to the programme delivery. The supplier will provide project testing oversight and risk / dependency management. They will work collaboratively with other Managed services who are responsible for all test artefacts and test execution / completion and security artefacts through to risk management. The supplier are responsible for overall delivery for the Projects.

## REDACTED

## **Buyer Requirements – SOW Deliverables**

## **Outcome Description: Successful completion of Milestones**

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01	Delivery of Loan Management capability.	<ol> <li>Progress is in line with the approved delivery plan (below) and there is clear identification of any scope creep or changes to plan. Detailed reasoning for any variation and the impact to delivery is agreed.</li> <li>Successful completion of relevant deliverables by phase as defined in the Product Matrix.</li> <li>Outcomes are delivered within the agreed budget and within the approved DfE timelines and standards.</li> </ol>	30/09/21
MS02	Deliver Grants Change Requests	<ol> <li>Progress is in line with the approved delivery plan (below) and there is clear identification of any scope creep or changes to plan. Detailed reasoning for any variation and the impact to delivery is agreed.</li> <li>Successful completion of relevant deliverables by phase as defined in the Product Matrix.</li> <li>Outcomes are delivered within the agreed budget and within the approved DfE timelines and standards.</li> </ol>	30/09/21
MS03	Provide Mobile Access for Business Central	<ol> <li>Progress is in line with the approved delivery plan (below) and there is clear identification of any scope creep or changes to plan. Detailed reasoning for any variation and the impact to delivery is agreed.</li> <li>Successful completion of relevant deliverables by phase as defined in the Product Matrix.</li> <li>Outcomes are delivered within the agreed budget and within the approved DfE timelines and standards.</li> </ol>	30/09/21
MS04	Implement HMRC Mak- ing Tax Digital Services	<ol> <li>Progress is in line with the approved delivery plan (below) and there is clear identification of any scope creep or changes to plan. Detailed reasoning for any variation and the impact to delivery is agreed.</li> <li>Successful completion of relevant deliverables by phase as defined in the Product Matrix.</li> </ol>	30/09/21

		<ol> <li>Outcomes are delivered within the agreed budget and within the approved DfE timelines and standards.</li> </ol>	
MS05	Business Continuous Improvements pipeline	<ol> <li>Progress is in line with the approved delivery plan (below) and there is clear identification of any scope creep or changes to plan. Detailed reasoning for any variation and the impact to delivery is agreed.</li> <li>Successful completion of relevant deliverables by phase as defined in the Product Matrix.</li> <li>Outcomes are delivered within the agreed budget and within the approved DfE timelines and standards.</li> </ol>	30/09/21
MS06	Migrate from CAL to BC Extensions model	<ol> <li>Progress is in line with the approved delivery plan (below) and there is clear identification of any scope creep or changes to plan. Detailed reasoning for any variation and the impact to delivery is agreed.</li> <li>Successful completion of relevant deliverables by phase as defined in the Product Matrix.</li> <li>Outcomes are delivered within the agreed budget and within the approved DfE timelines and standards.</li> </ol>	30/09/21
MS07	Deliver post BCHUDS Harmonisation (BCHUDS Ph.2)	<ol> <li>Progress is in line with the approved delivery plan (below) and there is clear identification of any scope creep or changes to plan. Detailed reasoning for any variation and the impact to delivery is agreed.</li> <li>Successful completion of relevant deliverables by phase as defined in the Product Matrix.</li> <li>Outcomes are delivered within the agreed budget and within the approved DfE timelines and standards.</li> </ol>	30/09/21
MS08	Establish Primary BACS Test System	<ol> <li>Progress is in line with the approved delivery plan (below) and there is clear identification of any scope creep or changes to plan. Detailed reasoning for any variation and the impact to delivery is agreed.</li> <li>Successful completion of relevant deliverables by phase as defined in the Product Matrix.</li> <li>Outcomes are delivered within the agreed budget and within the approved DfE timelines and standards.</li> </ol>	30/09/21

MS09	Implement Primary Anti Fraud tool - creditor un- recognised	<ol> <li>Progress is in line with the approved delivery plan (below) and there is clear identification of any scope creep or changes to plan. Detailed reasoning for any variation and the impact to delivery is agreed.</li> <li>Successful completion of relevant deliverables by phase as defined in the Product Matrix.</li> <li>Outcomes are delivered within the agreed budget and within the approved DfE timelines and standards.</li> </ol>	30/09/21
MS10	Complete Secondary BACS contract extension	<ol> <li>Progress is in line with the approved delivery plan (below) and there is clear identification of any scope creep or changes to plan. Detailed reasoning for any variation and the impact to delivery is agreed.</li> <li>Successful completion of relevant deliverables by phase as defined in the Product Matrix.</li> <li>Outcomes are delivered within the agreed budget and within the approved DfE timelines and standards.</li> </ol>	30/09/21
MS11	Decommission C Series Services	<ol> <li>Progress is in line with the approved delivery plan (below) and there is clear identification of any scope creep or changes to plan. Detailed reasoning for any variation and the impact to delivery is agreed.</li> <li>Successful completion of relevant deliverables by phase as defined in the Product Matrix.</li> <li>Outcomes are delivered within the agreed budget and within the approved DfE timelines and standards.</li> </ol>	30/09/21
MS12	Implement Secondary Anti Fraud tool - creditor unrecognised	<ol> <li>Progress is in line with the approved delivery plan (below) and there is clear identification of any scope creep or changes to plan. Detailed reasoning for any variation and the impact to delivery is agreed.</li> <li>Successful completion of relevant deliverables by phase as defined in the Product Matrix.</li> <li>Outcomes are delivered within the agreed budget and within the approved DfE timelines and standards.</li> </ol>	30/09/21
MS13	Implement Secondary Anti Fraud tool - Trans- actional limits and dupli- cate account / amount.	<ol> <li>Progress is in line with the approved de- livery plan (below) and there is clear identification of any scope creep or changes to plan. Detailed reasoning for</li> </ol>	30/09/21

		<ul> <li>any variation and the impact to delivery is agreed.</li> <li>2. Successful completion of relevant deliverables by phase as defined in the Product Matrix.</li> <li>3. Outcomes are delivered within the agreed budget and within the approved DfE timelines and standards.</li> </ul>	
MS14	Provide new Verification Service	<ol> <li>Progress is in line with the approved delivery plan (below) and there is clear identification of any scope creep or changes to plan. Detailed reasoning for any variation and the impact to delivery is agreed.</li> <li>Successful completion of relevant deliverables by phase as defined in the Product Matrix.</li> <li>Outcomes are delivered within the agreed budget and within the approved DfE timelines and standards.</li> </ol>	30/09/21
MS15	Deliver CFS GAG / 16-19 Integration	<ol> <li>Progress is in line with the approved delivery plan (below) and there is clear identification of any scope creep or changes to plan. Detailed reasoning for any variation and the impact to delivery is agreed.</li> <li>Successful completion of relevant deliverables by phase as defined in the Product Matrix.</li> <li>Outcomes are delivered within the agreed budget and within the approved DfE timelines and standards.</li> </ol>	30/09/21
MS16	Provide Business Central Reporting capability	<ol> <li>Progress is in line with the approved delivery plan (below) and there is clear identification of any scope creep or changes to plan. Detailed reasoning for any variation and the impact to delivery is agreed.</li> <li>Successful completion of relevant deliverables by phase as defined in the Product Matrix.</li> <li>Outcomes are delivered within the agreed budget and within the approved DfE timelines and standards.</li> </ol>	30/09/21
MS17	Implement FCS Contracts Api	<ol> <li>Progress is in line with the approved de- livery plan (below) and there is clear identification of any scope creep or changes to plan. Detailed reasoning for any variation and the impact to delivery is agreed.</li> </ol>	30/09/21

		<ol> <li>Successful completion of relevant deliverables by phase as defined in the Product Matrix.</li> <li>Outcomes are delivered within the agreed budget and within the approved DfE timelines and standards.</li> </ol>	
MS18	Deliver TRAMS service	<ol> <li>Progress is in line with the approved delivery plan (below) and there is clear identification of any scope creep or changes to plan. Detailed reasoning for any variation and the impact to delivery is agreed.</li> <li>Successful completion of relevant deliverables by phase as defined in the Product Matrix.</li> <li>Outcomes are delivered within the agreed budget and within the approved DfE timelines and standards.</li> </ol>	30/09/21
MS19	Integrate Vendor Api with Companies House	<ol> <li>Progress is in line with the approved delivery plan (below) and there is clear identification of any scope creep or changes to plan. Detailed reasoning for any variation and the impact to delivery is agreed.</li> <li>Successful completion of relevant deliverables by phase as defined in the Product Matrix.</li> <li>Outcomes are delivered within the agreed budget and within the approved DfE timelines and standards.</li> </ol>	30/09/21
MS20	Provide Vendor Security Enhancements	<ol> <li>Progress is in line with the approved delivery plan (below) and there is clear identification of any scope creep or changes to plan. Detailed reasoning for any variation and the impact to delivery is agreed.</li> <li>Successful completion of relevant deliverables by phase as defined in the Product Matrix.</li> <li>Outcomes are delivered within the agreed budget and within the approved DfE timelines and standards.</li> </ol>	30/09/21
MS21	Implement OCR Ver 1 capability	<ol> <li>Progress is in line with the approved delivery plan (below) and there is clear identification of any scope creep or changes to plan. Detailed reasoning for any variation and the impact to delivery is agreed.</li> <li>Successful completion of relevant deliverables by phase as defined in the Product Matrix.</li> </ol>	30/09/21

	<ol> <li>Outcomes are delivered within the agreed budget and within the approved DfE timelines and standards.</li> </ol>	

#### **Delivery Plan:**

#### REDACTED

**Dependencies**: Statement of Work defining deliverables, Governance structure e.g. Financial Systems Change Steering Group, budget for delivery, approval of business cases aligned to FSIP, SRO to drive requirements, clear articulation of requirements for each Project, Stakeholder engagement, Managed test Service provision for BCI and VRS Projects.

### **Supplier Resource Plan:**

Team structure below.

#### REDACTED

### **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:

#### **Cyber Essentials Scheme:**

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

## REDACTED

#### **SOW Standards:**

**GDS Standards** 

Compliance with DPIA

DfE Data standards

DfE Service Standards

#### **Performance Management:**

Monthly supplier performance reviews will be conducted utilising the attached Balance Scorecard. Action plans to address any areas of improvement will be required.

#### REDACTED

#### **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	Employment / Engagement Route (incl. inside/outside IR35)
Senior Programme Manager	REDACTED	Outside IR35
Senior Delivery Manager	REDACTED	Outside IR35
Senior Project Manager	REDACTED	Outside IR35
Senior Project Manager	REDACTED	Outside IR35
Senior Project Manager	REDACTED	Outside IR35
Senior Business Analyst	REDACTED	Outside IR35
Senior Business Analyst	REDACTED	Outside IR35
Senior Business Analyst	REDACTED	Outside IR35
Senior Business Analyst	REDACTED	Outside IR35
Senior Communication Manager	REDACTED	Outside IR35
Test Lead	REDACTED	Outside IR35
Test Lead	REDACTED	Outside IR35
Senior Technical Architect	REDACTED	Outside IR35
Senior Technical Architect	REDACTED	Outside IR35
Senior Data Architect	REDACTED	Outside IR35
Senior Data Architect	REDACTED	Outside IR35

## **SOW Reporting Requirements:**

[Further to the Supplier providing the management information detailed in Paragraph 6 of 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.	Contract Review		
1.1	Supplier presentation	All in Schedule 3	Monthly
2.	Delivery Status		
2.1	Monthly Highlight Report	All in Schedule 3	Monthly
3	Supplier Performance		
3.1	Balanced Scorecard	All in Schedule 3	Monthly at Contract review
4	Programme Assurance		
4.1	Supplier presentation	All in Schedule 3	Monthly Financial Systems Change Steering Group

## Charges

## **Call Off Contract Charges:**

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

• Capped Time and Materials

The estimated maximum value of this SOW (irrespective of the selected charging method) is REDACTED + VAT

## REDACTED

## **Rate Cards Applicable:**

## REDACTED

## **Reimbursable Expenses:**

[See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)] Expenses must be pre-agreed and comply with DfE Travel and Subsistence Policy. Any expenses shall be submitted in line with DfE standard T&S policy. Primary work location stated in SoW will not attract expenses. No parking is available on site.

[None]

## **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: REDACTED

Title: Director
Date: 21/06/2021

Signature: REDACTED

## For and on behalf of the Buyer

Name: REDACTED

Title: Grade 6 Managed Services

Date: 25/06/2021

Signature: REDACTED

## 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	The Relevant Authority is Controller and the Supplier is Processor
Personal Data	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:
	<ul> <li>The scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority includes Username, addresses, telephone numbers, Bank Account numbers and sort code.</li> </ul>
	The Supplier is Controller and the Relevant Authority is Processor
	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 the following Personal Data:
	<ul> <li>[the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier] Not Applicable</li> </ul>
	The Parties are Joint Controllers
	The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:
	<ul> <li>[the scope of Personal Data which the purposes and means of the Processing is determined by both Parties together] Not Applicable</li> </ul>
	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 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]  [where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified] Not Applicable
Duration of the Processing	Duration of contract
Nature and purposes of the Processing	[Be as specific as possible, but make sure that you cover all intended purposes.
	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 purposes of the data usage and access is for data migration and transformation for financial systems, creating a register of users and/or stakeholders. Any data accessed is via DfE KIT and compliance with DfE data policies apply.
Type of Personal Data	Username, addresses, telephone numbers, Bank Account numbers and sort code
Categories of Data Subject	Educational settings e.g. Schools, College and Suppliers, Employers and Other Government Departments
Plan for return and destruction of the data once the Processing is complete	All data is compliant and should be utilised in compliance with DfE Policy. All access to data is via use of DfE systems in accordance with Departmental policy and access.
UNLESS requirement under Union or Member State law to preserve that type of data	