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Department
for Education

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Teaching Workforce Directorate Portfolio - User Centred Design.
Service Delivery Package 1 Teacher Service UCD England

Version 2

1

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

Order Form

Call-Off Reference	DOS Opportunity #16680
Buyer Reference	con_13939
Call-Off Title:	Teaching Workforce Directorate Portfolio - User Centred Design. Service Delivery Package 1 Teacher Service UCD England
Call-Off Contract Description:	Provision of User Centred Design (UCD) digital family capability to support the build and delivery of digital services within the Teaching Workforce Directorate.
The Buyer	Department for Education
Buyer Address:	Teacher Services Department for Education Sanctuary Buildings Great Smith Street London SW1P 3BT

The Supplier:	Engine Partners UK LLP
	60 Great Portland Street, London, W1W7RT
Registration Number:	1109758
DUNS Number:	217328044
SID4GOV ID:	tender@bettransformative.com

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

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 28 April 2022

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

DOS5 Lot 1: 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, Department for Education 'Library of Special Clauses' (Special Terms 1-6 inclusive) 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 (Document: *Con_13939 Teacher Services UCD_DOS5-Joint-schedules ENGINE PARTNERS*)



Teacher%20Services
%20UCD_DOS5-Joint

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 8 (Guarantee) (NOT USED)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data) RM1043.7
- Joint Schedule 12 (Supply Chain Visibility)

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- Call-Off Schedules for RM1043.7 (Document: con_13939 Teacher Services UCD_call-off-schedules ENGINE PARTNERS)

<redacted>

- 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) – **NOT APPLICABLE**
 - Call-Off Schedule 14 (Service Levels and Balanced Scorecard) **APPLICABLE Using standard KPIs – Service Levels not required**
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 17 (MOD Terms) – **NOT APPLICABLE**
 - Call-Off Schedule 18 (Background Checks) – **NOT APPLICABLE**: see Special Term 2 of this Framework schedule 6 Order Form
 - Call-Off Schedule 19 (Scottish Law) – **NOT APPLICABLE**
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-off Schedule 21 (Northern Ireland Law) – **NOT APPLICABLE**
 - Call-Off Schedule 25 (Ethical Walls Agreement) – **NOT APPLICABLE**
 - Call-Off Schedule 26 (Cyber Essentials Scheme) – **APPLICABLE** (and in accordance with the DfE Library of Special Clauses)
- 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. (submitted by the Supplier via ITT_634 on 2 June 2021)

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 to supplement existing provisions. The Supplier will comply with the following additions:

Special Term 1: Special Clauses (GDPR and DfE Security Standards)

Department for Education Library of Special Clauses

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

- UK General Data Protection Regulation
- Departmental Security Standards



policy-dfe-informatio
n-security.docx

Special Term 2: Relevant Convictions

1. All Supplier Staff working on services in relation to this Contract will need to undertake, as a minimum, a BPSS security check. Security checks relevant to supplier staff will be indicated clearly through each Statement of Work issued under this Call-Off Contract.
2. The Supplier shall ensure that no Supplier Staff who discloses that they have a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check, or through the vetting procedure of HMG Baseline Personnel Security Standard, or through the Disclosure and Barring Service (DBS), or otherwise), is employed or engaged in any part of the provision of the Services without the prior written approval of the Buyer. Subject to the Data Protection Legislation, the Supplier shall disclose the results of their vetting process immediately to the Buyer. The decision as to whether any of the Supplier's Staff are allowed to perform activities in relation to the Call Off Contract, following disclosure under this clause, is entirely at the Buyer's sole discretion.
3. The Supplier shall be required to undertake annual periodic checks during the Call Off Contract Period of its Staff in accordance with HMG Baseline Personnel Security Standard so as to determine the Supplier Staff suitability to continue to provide Services under the Call Off Contract. The Supplier shall ensure that any Supplier Staff who discloses a Relevant Conviction (either spent or unspent), or is found by the Supplier to have a Relevant Conviction through standard national vetting procedures or otherwise, is immediately disclosed to the Buyer. The Supplier shall ensure that the individual staff member immediately ceases all activity in relation to the Call Off Contract until the Buyer has reviewed the case, on an individual basis, and has made a final decision.
4. Where the Buyer decides that Supplier Staff should be removed from performing activities, as a result of obtaining information referred to in clause 2 and/or 3 above in relation to the Call Off Contract, the Supplier shall promptly and diligently replace any individual identified. The Supplier shall ensure that any replacement staff will meet the provision set out in clause 2.1 of the Call-Off Contract."
5. Please refer to the defined terms section for further information on 'Conviction' & 'Relevant Conviction'.

Term	Definition
Conviction	Means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order.
Relevant Conviction	Means a Conviction that is relevant to the nature of the Services to be provided, at the discretion of the Buyer

Special Term 3: Onboarding Timescales

A latest start date will be outlined in each individual statement of work. Except for in exceptional circumstances, and as agreed with the buyer, onboarding will take place within 10 working days of a statement of work being signed or other time period as stated in the Statement of Work.

Special Term 4: Overseas Working

1. Contractors must work within the United Kingdom unless agreed by the Department on an individual basis.
2. Contractors must not take any departmental equipment abroad or access the departmental network whilst outside the United Kingdom unless agreed by the Department on an individual basis.
3. Contractors can work remotely, or from the Supplier's premises, or from the Buyer's premises.

Special Term 5: Data Processing Changes

The parties agree that should the Buyer exercise its rights under clauses 14 or 15 of Joint Schedule 11 (Processing Data), to amend the data processing terms or enforce guidance from the Information Commissioner's Office, and this results in the Supplier, acting in a commercially reasonable manner, cannot deliver the Services in accordance with such amendments, the Supplier shall have the right to terminate the Call-Off Contract on 30 days written notice without early termination liability.

Special Term 6:

Clause 10.2.2 (Ending the Contract without a reason) within the Core Terms (version 3.0.9) shall be deleted in its entirety and replaced with the following clause:

"10.2.2 The Buyer has the right to terminate any Statement of Work issued in accordance with this Call-Off Contract at any time, without reason, with five working days' written notice to the Supplier."

Contract Term:

Call-Off Start Date	28 April 2022
Call-Off Expiry Date:	27 April 2024
Call-Off Initial Period:	Two Years
Call-Off Contract Extension Period (Subject to agreement)	Six Months
Minimum Notice Period for Extensions:	30 days
Call-Off Contract value	Up to a maximum of £5,000,000 (exclusive of VAT). The Buyer does not guarantee a minimum Contract spend.

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Call-Off Deliverables

Deliverables will be defined by each Statement of Work (SOW).

Overall contractual requirements are set out in Call-Off Schedule 20 (Call-off Specification) and outlined in the contract advert: [Teaching Workforce Directorate Portfolio - User Centred Design - Digital Marketplace](#)

Digital, Data and Technology Profession Capability. User-centred design job family.

The Supplier will have the capacity and expertise to deliver appropriate capability and expertise to deliver outcomes, working in multi-disciplinary teams across the Teaching Workforce Directorate portfolio to build and deliver high-quality, user-centred design (UCD) services from inception through to live.

The Supplier will deliver outcomes specifically in relation to the UCD Job Family in alignment with the Teacher Services programme.

Where necessary the Supplier will work with internal DfE staff and other suppliers from a range of disciplines including architecture; security, policy, user experience, service design, software development, finance, and commercial to deliver the programmes/projects.

Buyer's Standards

From the Start Date of this Call-Off Contract, the Supplier shall comply with all relevant and reasonable standards referred to in Framework Schedule 1 (Specification) and as identified through each Statement of Work by the Buyer.

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Certificate and to adhere to the security clauses set in the Department of Education Library of Special clauses [Special Term 1] 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. Joint Schedule 3 (Insurance Requirements) Annex 1 sets out the supplier's required insurance cover.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £2,500,000 but not less than £5,000,000.

Call-Off Charges

Charging method(s)

Charging method shall be agreed on a Statement of Work basis. It is expected that Capped Time and Materials (CTM) shall be the default pricing mechanism.

Capped time and materials (CTM)	X
Incremental Fixed Price	
Time and Materials (T&M)	X
Fixed Price	X
Other pricing method or a combination of pricing methods agreed by the	X

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

Parties	
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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

Expenses must be pre-agreed and comply with the prevailing 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. The Buyer reserves the right to amend the prevailing Travel and Subsistence Policy at any time throughout the duration of this Call-Off Contract.



DfE%20travel%20policy.docx

Payment Method

The method of payment for the Call-Off Contract Charges (GPC or BACS)	Electronic BACS transfer.
Invoice (including Electronic Invoice) details	The supplier will issue electronic invoices monthly in arrears. The buyer will make payment of the invoice within 30 days of the date of a valid invoice. Invalid invoices will be rejected in their entirety and the Buyer cannot make part-payment against an invalid invoice. An invalid invoice should be credited in full and replaced in its entirety with a valid invoice.

Buyer's Invoice Address

Who and where to send invoices to:	<p>Invoices will be sent to <redacted><redacted>@<redacted> and cc <redacted><redacted>@<redacted></p> <p>All invoices must quote the valid Purchase Order Number relating to each Statement of Work to ensure prompt payment in accordance with terms.</p>
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Invoice information required – eg PO, project ref, etc.	A valid invoice will: <ul style="list-style-type: none"> • be dated and have a unique invoice number; • quote a valid purchase order number; • include correct Supplier details; • specify the services supplied; • include the correct SOW reference; • be for the correct sum; • provide contact details for queries.
Invoice frequency	Monthly in arrears.

Buyer's Authorised Representative

Name:	<redacted><redacted>
Role:	Enabling and Requirements Lead Teacher Services
Phone:	<redacted>
Email:	<redacted> @<redacted>
Address	Department for Education, Sanctuary Buildings, Great Smith Street London SW1P 3BT

Supplier's Authorised Representative

Name:	<redacted><redacted>
Role:	Director Digital (North)
Phone:	<redacted>
Email:	<redacted> @<redacted>
Address	60 Great Portland Street, London, W1W7RT

Supplier's Contract Manager

Name:	<redacted>
Role:	Director
Phone:	<redacted>
Email:	<redacted> @<redacted>
Address	60 Great Portland Street, London, W1W7RT

Progress Report Frequency

To be agreed with supplier at the point of each Statement of Work to be called off under this contract. Service reports shall be submitted 48 hours ahead of monthly review meetings.

Progress Meeting Frequency

To be agreed with supplier at the point of each Statement of Work to be called off under this contract but shall be undertaken at least monthly.

DfE Key Staff

To be outlined in each individual Statement of Work.

Key Subcontractor(s)

Not applicable

Commercially Sensitive Information

Supplier's information	
Commercially sensitive information:	<ul style="list-style-type: none">• Supplier proposal and Statement of Works.• Details of rate card and costings.• Names of team members and other personal identifiable information.

Balanced Scorecard



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).

A. KPI 1: People (Resourcing)

The Supplier shall successfully a) commence each SOW within the required time period specified in the SOW and b) ensure that all digital specialists working on the SOW are at the commensurate level of seniority for the role required and the fees being charged.

In accordance with an agreed performance to pay process, suppliers submit the following 'inputs':

- accurate and complete timesheets in a timely manner
- accurate and complete acceptance certificates in a timely manner
- accurate and complete supplier reports in a timely manner
- accurate and complete invoices in a timely manner

Measurement

Met	Partially met	Not met
Green No more than one specialist is not recruited within the timeframes required in all SoWs due to be recruited within the preceding month.	Amber: No more than two specialists are not recruited within the timeframes required in all SoWs due to be recruited within the preceding month.	Red: Three or more specialists are not recruited within the timeframes required in all SoWs due to be recruited within the preceding month.

Source: Service Owners and wider buyer team's verification

Owner: Supplier and Buyer

B. KPI: Quality of Delivery

The Supplier shall successfully deliver all Key Service Deliverables required in Statements of Work to the required Acceptance Criteria.

Met	Partially met	Not met
Green: The Supplier fails to deliver no more than two Key Service Deliverables or 10% which ever is fewest due against all live SoWs in the preceding month.	Amber: The Supplier fails to deliver no more than three Key Service Deliverables due against all SoWs in the preceding month.	Red: The Supplier fails to deliver four or more Key Service Deliverables due against all SoWs in the preceding month.

Source: Service Owners and wider buyer team's verification

Owner: Supplier and Buyer

C. KPI: Performance to Pay

In accordance with an agreed performance to pay process, suppliers submit the following 'inputs':

- accurate and complete Acceptance Certificates in a timely manner;
- accurate and complete monthly Supplier Service Report in a timely manner;
- accurate and complete invoices in a timely manner.

Measurement

Met	Partially met	Not met
<ul style="list-style-type: none"> • Green: All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information 	<ul style="list-style-type: none"> • Amber: Inputs are later than prescribed in the performance to pay process but within 5 working days of the prescribed dates. Inputs are incomplete or inaccurate. 	<ul style="list-style-type: none"> • Red: Inputs are later than 5 working days in the prescribed performance to pay process. Inputs contain significant errors.

Source: Service Owners and wider buyer team's verification

Owner: Supplier and Buyer

D. KPI: Partnering Behaviours and Added Value

The Supplier promotes positive collaborative working relationships within and across team by acting in a transparent manner. The Supplier shows commitment to Buyer goals through adding value over and above the provision of compensated skilled personnel.

Measurement

Met	Partially met	Not met
<ul style="list-style-type: none"> • Green: The Supplier 	<ul style="list-style-type: none"> • Amber: Some issues identified that have been 	<ul style="list-style-type: none"> • Red: Some issues

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<p>adapts agile ways of working to meet the needs of a dispersed team identifies opportunities to upskill DfE colleagues across the programme. Innovative cost saving ideas explored.</p>	<p>quickly resolved, for example around: upskilling opportunities and resistance to DFE ways of working.</p>	<p>identified that remain unresolved, for example around: Insufficient upskilling opportunities identified and resistance to DFE ways of working.</p>
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Source: Service Owners and wider buyer team's verification

Owner: Supplier and Buyer

E. KPI: Commitment to Social Value

The supplier will report on promotion and commitment to Social Value in their delivery and way of operating to improve the economic, social and environmental wellbeing with the community as set out in their bid at the evaluation stage 2

Measurement

Met	Partially met	Not met
<ul style="list-style-type: none"> Green: The Supplier's monthly report to DfE will evidence two steps taken in their ongoing approach to deliver diversity and inclusion, and the ability to improve the teams health and wellbeing. 	<ul style="list-style-type: none"> Amber: The Supplier's monthly report to DfE will evidence no steps taken in within month in their ongoing approach to deliver diversity and inclusion, and the ability to improve the teams health and wellbeing. 	<ul style="list-style-type: none"> Red: The Supplier's monthly report to DfE will evidence no steps taken for two consecutive months in their ongoing approach to deliver diversity and inclusion, and the ability to improve the teams health and wellbeing...

Source: Service Owners and wider buyer team's verification

Owner: Supplier and Buyer

Additional Insurances

The Supplier will maintain the insurances required by the Buyer including those set out in this Clause in addition to Joint Schedule 3

Guarantee

Where agreed with supplier at the point of each Statement of Work to be called off under this contract, the Supplier must have a Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee).

Social Value Commitment

Supplier will commit to Social Value themes of promoting wellbeing and equal opportunity, as outlined in ITT_1224 from stage 2 of the DOS5 competition. This shall 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.

Formation of Contract

By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.

The Parties agree that they have read the Order Form, the Call-Off Contract terms and conditions, and the Schedules, and by signing below agree to be bound by this Call-Off Contract

For and on behalf of the Supplier:

Signature	
Name:	<redacted> <redacted>
Role:	Managing Director
Date:	

For and on behalf of the Buyer:

Signature	
Name:	<redacted> <redacted>
Role:	DfE Commercial - Category Lead
Date:	

Annex 1 (Statement of Works Template)

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:

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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 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 (check Annex 3 of Framework Schedule 6 (Order Form Template, SoW Template and Call-Off Schedules)]

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.

SoW Reporting Requirements:

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[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.	[insert]		
1.1	[insert]	[insert]	[insert]

4 Charges

Call Off Contract Charges:

The applicable charging method(s) for this SoW is:[to select]

- Capped Time and Materials
- Time and Materials
- Fixed Price
- Other (to detail)

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

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Rate Cards Applicable:

<redacted>

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[**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:

Annex 1 (to accompany an agreed Statement of Work)

Data Processing

For each Statement of Work issued in accordance with this Call-Off Contract, the below table shall be agreed with the Supplier and will apply to the Processing activities undertaken under that Statement of Work only:

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

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	<p>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]</p> <p>[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
Duration of the Processing	[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: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	[Describe how long the data will be retained for, how it be returned or destroyed]