|  |  |  |  |
| --- | --- | --- | --- |
| **Supplier Name:** |  | **Contract Reference/Project Name:** |  |
| **Supplier Contact:** |  | **NHSBSA Contact:** |  |
| **SOW Date:** |  | **SOW Version:** |  |
| **SOW Ref. No.** |  | | |

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| 1. **Nature of Engagement**   *A brief description of the proposed work, e.g. purpose, key objectives* |
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| 1. **Description of Services for this Statement of Work**   *Detail the phases of the project, tasks, resources, deliverables etc. plus any activities which are out of scope. Refer to additional documentation if required* |
| **2.1 Phases/Timescales** |
| *[Consider whether an Implementation Plan will be required and if so, refer to 2.7 below.]* |
| **2.2 Deliverables for this Statement of Work** |
| | * 1. **Deliverable**   2. **Number** | * 1. **Description of Deliverable(s)** | * 1. **Deliverable Items to be completed by the Supplier to deliver the Deliverable(s)** | * 1. **Delivery Date** | * 1. **Acceptance**   2. **Criteria** | | --- | --- | --- | --- | --- | | * 1. 1 | *[Provide a high level description of each Deliverable]* | * 1. *[List the tasks which will be undertaken by the Supplier to deliver the Deliverable.]* | * 1. *[Agreed Date for Delivery. Be mindful to ensure this date ties up with any Milestone Dates provided in the Implementation Plan where appropriate]* | * 1. *[Criteria upon which the Deliverables will be accepted.*   2. *Note: Test Success Criteria will be set out in the Test Plan]* | |
| * 1. **Out of Scope**   *Detail and task, activities etc which are out of scope.* |
| The following is out of scope for this SOW: |
| **2.4 Resources** |
| The following resource requirements have been identified for this SOW.  **Delivery resource provided by the Supplier**  The following Delivery resource to be provided by the Supplier is allocated to the delivery of all Deliverables outlined in this SOW:   | * 1. **Deliverable**   2. **Number** | * 1. **Supplier Post** | * 1. **SFIA Level** | * 1. **Estimated Number of Days** | * 1. **Role Description** | | --- | --- | --- | --- | --- | | * 1. 1 | * 1. *[Please complete separately for each of the Deliverables listed at 2.2]*   *[The Supplier should identify any offshore delivery resources.]* |  |  |  |   **Supporting Buyer Resource**  Supporting resources to be provided by the Buyer:   | * 1. **Deliverable**   2. **Number** | * 1. **Buyer Post** | * 1. **Estimated Number of Days** | * 1. **Role Description** | | --- | --- | --- | --- | | * 1. 1 | * 1. *[Please complete separately for each of the Deliverables listed at 2.2]* |  |  | |
| **2.5 COTS Software** |
| *[The Supplier should identify any COTS Software which will be used during this Statement of Work.]* |
| **2.6 Buyer Responsibilities** |
| The following Buyer Responsibilities have been identified for this SOW in relation to the Deliverables:   | * 1. **Deliverable**   2. **Number** | * 1. **Buyer Responsibilities** | | --- | --- | | * 1. 1 | * 1. *[Please complete separately for each of the Deliverables listed at 2.2]* | |  |  | |
| **2.7 Implementation/Mobilisation Plan** |
| [*Note that an Implementation Plan must be used if you wish to set Milestones and agree Milestone Payments/Delay Payments.]*  [Not applicable; OR  A draft Implementation Plan (referred in to in the Contract as “Implementation Plan” or “Mobilisation Plan”) will be prepared by the Supplier (in the form contained in Order Schedule 13 (Implementation Plan and Testing) of the Contract).  The Implementation Period will be a [insert number of weeks/months] [week/month] period from the SOW Date.  The Parties shall agree the contents of the Implementation Plan within [insert number of days] Working Days of its submission. Once agreed, the Implementation Plan shall be annexed to the SOW at Annex 1.] |
| **2.7 Project Management** |
| The Buyer and Supplier shall appoint Project Managers in relation to the Services and Deliverables under this SOW as follows:   | * 1. **Role** | * 1. **Staff** | * 1. **Contract details** | | --- | --- | --- | | * 1. Buyer Project Manager | * 1. *[Name of person fulfilling the Role]* |  | | * 1. Supplier Project Manager | * 1. *[Name of person fulfilling the Role]* |  | |
| **2.8 Key Staff** |
| The Supplier shall ensure that the following Key Staff fulfil the Key Roles at all times during this SOW:   | * 1. **Key Role** | * 1. **Key Staff** | * 1. **Contract details** | | --- | --- | --- | | * 1. *[Job Title]* | * 1. *[Name of person fulfilling the Key Role]* |  | |  |  |  | |
| **2.9 Relevant Convictions** |
| Relevant Convictions for the purpose of the SOW are as follows:  *[List any convictions which would preclude a Supplier’s member of staff from working on this SOW, relevant to the Deliverables under this SOW, in addition to those already listed at Annex 1 to Order Schedule 18 (Relevant Convictions) of the Contract.]* |
| **2.10 Governance and Reporting** |
| *[Add any particular requirements such as reporting frequency, attendance at meetings etc and where Agile methodology will apply to this SOW, use this section to set out how sprints will be managed.]*  **Progress Boards**  The following boards will be operated at the locations and the frequencies as set out below during this SOW (in addition to the boards listed in the Annex to Order Schedule 15 (Order Contract Management) and Performance Monitoring Meetings referred to in Order Schedule 14 (Service Levels) to the Contract):   | * 1. **Board** | * 1. **Attendees** | * 1. **Location** | * 1. **Frequency during SOW** | | --- | --- | --- | --- | | * 1. *[Include details of any regular board meetings to be operated during the SOW]* |  |  |  |   **Progress Reports**  The following Progress Reports will be produced during this SOW (in addition to any Performance Monitoring Reports supplied in accordance with Order Schedule 14 (Service Levels) to the Contract):   | * 1. **Report** | * 1. **Produced by** | * 1. **Delivered to** | * 1. **Frequency during SOW** | | --- | --- | --- | --- | |  |  |  |  | |  |  |  |  | |
| **2.11 Information Security Requirements** |
| *[Detail any Information Security requirements (supplementary to those contained in Order Schedule 9 (Security) of the Contract) which will apply to work undertaken under this SOW. Consider Information Security requirements of any other NHS organisations’ who control systems upon which RPA processes will be applied under this SOW.]* |
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| **2.12 ICT Policy** |
| *[List any ICT policy (other than the NHS BSA’s ICT Policy (as referred to in the Order Form) which was provided to the Supplier on the Order Start Date) which are relevant to this SOW, copies of which will be provided to the Supplier prior to commencement of this SOW.]* |
| **2.13 Data Protection** |
| Annex 2 to this SOW should be completed to set out the Data Protection provisions applicable to this SOW.  A Joint Controller Agreement should be entered into where it has been identified in Annex 2 that Personal Data under this SOW will be under the joint control of Parties (in the form contained at Annex 2 to Joint Schedule 11 (Data Processing) to the Contract). |
| **2.14 Clinical Risk Management** |
| *[Set out the relevant clinical risk management standards/ actions to be taken by the Supplier] OR*  [Not applicable.] |
| **2.15 Exit Management** |
| *[Set out any obligations on the Supplier at the end of this SOW and any exit arrangements which will apply.]* |
|  |
| 1. **Statement of Work Charges** |
| *[Provide details of fixed charges and/or any work to be carried out on a time and materials basis]*  **3.1 Charge Table**   | * 1. **Deliverable**   2. **Number** | * 1. **Description**   2. *[Provide breakdown of charges including works, goods and/or services. Also include any expenses.]* | * 1. **Charging Basis**   2. **(eg. Fixed/T&M/**   3. **Capped T&M/ Guaranteed Maximum Price with Target Cost)** | * 1. **Amount of Charge**   2. **(£ ex VAT)** | * 1. **Format of written confirmation of acceptance** | | --- | --- | --- | --- | --- | |  |  | * 1. *[Detail of charging basis is included in Order Schedule 5 (Pricing Details) to the Contract]* |  | * 1. *[e.g. Satisfaction Certificate]* | | * 1. **Total** | |  |  |  | |

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| **4.Testing** |
| Testing will be conducted in accordance with Part B of Order Schedule 13 (Implementation Plan and Testing) of the Contract and the following provisions shall apply:  **Test Strategy**  The Supplier will develop a Test Strategy as soon as practicable but within [*insert number of days*] Working Days of the SOW Date.  **Test Plans**  The Supplier will develop Test Plans, containing agreed Test Success Criteria, and submit these for approval as soon as practicable but within [*insert number of days*] Working Days prior to commencement of the Testing (as specified in the Implementation Plan).  **Test Specification**  Following approval of a Test Plan, the Supplier will develop the Test Specification for the relevant Deliverables as soon as is reasonably practicable and in any event at least [*insert number of days*] Working Days prior to the start of the relevant Testing (as specified in the Implementation Plan).  **Performing the tests**  The Supplier shall notify the Buyer at least [*insert number of days*] Working days in advance of the date, time and location of the relevant Tests and the Buyer shall ensure that any Test Witnesses attend the Tests.]  **Test Reports**  The Supplier shall provide to the Buyer in relation to each Test:   * A draft Test Report not less than [*insert number of days*] Working Days prior to the date on which the Test is planned to end; and * The final Test Report within [*insert number of days*] Working days of completion of the Testing.   **Satisfaction Certificate**  Where the Supplier successfully completes the requisite Tests, the Buyer shall issue a Satisfaction Certificate as soon as reasonably practicable following such successful completion (in the form set out in Annex 3 to this SOW). |
|  |
| 1. **Risk, Issues and Mitigations** |
| *[Provide details of any risks and issues associated with this SOW and steps which will be taken to mitigate them. If any risk or issues will impact upon the cost or timescales for delivery of the Deliverables, this should be explicitly stated and the relevant sections of the SOW should be cross-referred to.]* |
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| 1. **Guarantee** |
| [The Supplier will deliver to the Buyer an executed Guarantee in the form contained at Annex 1 of Joint Schedule 8 (Guarantee) of the Contract on or prior to execution of this SOW.] OR  [Not applicable.] |

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| 1. **Variation** |
| Any variation to this SOW should be made in accordance with Clause 24 of the Contract and by completing a Variation Form in the form set out in Joint Schedule 2 (Variation Form) of the Contract, save for where an Agile methodology will apply and the following will apply:  *[Where Agile methodology will apply to this SOW, use this section to set out how changes to the Deliverables will be managed on an Agile basis and that these changes will be made without the need to invoke the Contraction variation procedure.]* OR  [Not applicable.] |
|  |
| 1. **Terms and Conditions** |
| *[Add any relevant terms and conditions not provided for in the overarching Contract.]* OR  [Not applicable] |

1. **Interpretation**

All capitalised terms contained in this SOW have the same meaning as set out in the Contract.

1. **Statement of Work Acceptance**

The following parties approve this statement of work and are authorised to sign off on project phases, billable services and expenses.

**For and on behalf of the Supplier**

|  |  |
| --- | --- |
| Name and Title |  |
| Position |  |
| Signature |  |
| Date |  |

**For and on behalf of the NHSBSA**

|  |  |
| --- | --- |
| Name and Title |  |
| Position |  |
| Signature |  |
| Date |  |

**ANNEX 1**

**Implementation/Mobilisation Plan**

The Implementation/Mobilisation Plan is set out below and the Milestones to be Achieved under this Statement of Work are identified below:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Milestone | Deliverable Items | Duration | Milestone Date | Buyer Responsibilities | Milestone Payments | Delay Payments |
| *[Event/task]* | *[List any Deliverables or tasks which must be completed to achieve the Milestone]* |  | *[This is the target date by which the Milestone must be Achieved. Have consideration for Delivery Dates when setting Milestone Dates]* |  |  | *[Note: if Delay Payments are agreed, this will be the exclusive financial remedy for failure to achieve Milestones.]* |
| The Milestones will be Achieved in accordance with Order Schedule 13: (Implementation Plan and Testing).  For the purposes of Paragraph 6.1.2 of Order Schedule 13 (Implementation Plan and Testing) of the Contract the Delay Period Limit shall be [insert number of days]. | | | | | | |

*[Internal Note: The Implementation Plan should include Test Tasks as Deliverable Items]*

**ANNEX 2**

**Processing Personal Data**

This Annex shall be completed by the Controller, who may take account of the view of the Processors/Subprocessors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

* + - 1. The contact details of the Relevant Authority’s Data Protection Officer are: **[Insert** Contact details]
      2. The contact details of the Supplier’s Data Protection Officer are: **[Insert** Contact details]
      3. The Processor shall comply with any further written instructions with respect to Processing by the Controller.
      4. Any such further instructions shall be incorporated into this Annex.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | **The Relevant Authority is Controller and the Supplier is Processor**  The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:   * ***[Insert*** *the scope of Personal Data which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]*   **The Relevant Authority is Processor and the Supplier is Subprocessor**  *The Parties acknowledge that for the purposes of the Data Protection Legislation, the Relevant Authority is the Processor and the Supplier is the Subprocessor of the following Personal Data:*   * ***[Insert*** *the scope of Personal Data which the purposes and means of the Processing]*   **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:   * ***[Insert*** *the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]*   **The Parties are Joint Controllers**  *The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:*   * ***[Insert*** *the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]*   **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,* * ***[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 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]*     ***[Guidance*** *where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]* |
| Duration of the Processing | *[Clearly set out the duration of the Processing including dates]* |
| Nature and purposes of the Processing | *[Please 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 purpose might include: employment processing, statutory obligation, recruitment assessment etc]* |
| 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]* |

**ANNEX 3**

**Satisfaction Certificate**

To: [insert name of Supplier]

From: [insert name of Buyer]

[insert Date dd/mm/yyyy]

Dear Sirs,

**Satisfaction Certificate**

Deliverable/Milestone(s): [Insert relevant description of the agreed Deliverables/Milestones].

We refer to the agreement (**"Order Contract"**) [insert Order Contract reference number] relating to the provision of the [insert description of the Deliverables] between the [*insert Buyer name*] (**"Buyer"**) and [*insert Supplier name*] (**"Supplier"**) dated [*insert Order Start Date dd/mm/yyyy*].

The definitions for any capitalised terms in this certificate are as set out in the Order Contract.

[We confirm that all the Deliverables relating to [insert relevant description of Deliverables/agreed Milestones and/or reference number(s) from the Implementation Plan] have been tested successfully in accordance with the Test Plan [or that a conditional Satisfaction Certificate has been issued in respect of those Deliverables that have not satisfied the relevant Test Success Criteria].

[OR]

[This Satisfaction Certificate is granted on the condition that any Test Issues are remedied in accordance with the Rectification Plan attached to this certificate.]

[You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with Clause 4 (Pricing and payments)].

Yours faithfully

[insert Name]

[insert Position]

acting on behalf of [insert name of Buyer]