

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	25764 DWP Engineering Practice
CALL-OFF TITLE:	Provision of DDaT Resources for DWP Engineering Practice
CALL-OFF CONTRACT DESCRIPTION:	Provision of DDaT Resources for DWP Engineering Practice
THE BUYER:	Department for Work and Pensions
BUYER ADDRESS	Peel Park, Brunel Way, Blackpool, FY4 5ES
THE SUPPLIER:	Ernst & Young LLP
SUPPLIER ADDRESS:	1 More London Place, London, SE1 2AF
REGISTRATION NUMBER:	OC300001
DUNS NUMBER:	364850227
SID4GOV ID:	

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1st September 2023.

It's issued under the Framework Contract with the reference number RM6263 Lot 2 for the provision of Digital Specialists and Programme Deliverables.

The Parties intend that this Call-Off Contract will not oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, SOW 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(S):

Lot 2 is the relevant Lot from Framework Schedule 1 (Specification).

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where schedules are struck through 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) RM6263
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6263
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Sub-contractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Joint Schedule 13 (Cyber Essentials)
 - Call-Off Schedules for RM6263
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 Part C & E only (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 Deliveries)
 - 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 12 (Clustering)~~
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - ~~○ Call-Off Schedule 14A (Service Levels)~~
 - Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

- Call-Off Schedule 15 (Call-Off Contract Management)
- ~~Call-Off Schedule 16 (Bench Marking)~~
- ~~Call-Off Schedule 17 (MOD Terms)~~
- Call-Off Schedule 18 (Background Checks)
- ~~Call-Off Schedule 19 (Scottish Law)~~
- Call-Off Schedule 20 (Call-Off Specification)
- ~~Call-Off Schedule 21 (Northern Ireland Law)~~
- ~~Call-Off Schedule 23 (HMRC Terms)~~
- ~~Call-Off Schedule 25 (Ethical Walls Agreement)~~
- ~~Call-Off Schedule 26 Secondment~~

5. RM6263 Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6263
7. Call-Off Schedule 4 (Call-Off Tender)

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

CALL-OFF SPECIAL TERMS

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

Special Term 1

Changes to definitions

1. "Start Date" to be amended in Joint Schedule 1 (Definitions) as follows:

In the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form which shall be the latter of :

- (a) the date of start of a Call-Off Contract as stated in the Order Form; and
- (b) the date on which the first Statement of Work under the relevant Call-Off Contract is executed;

and in the case of a Statement of Work, the date specified in that Statement of Work.

2. "Key Staff" to be amended in Joint Schedule 1 (Definitions) as follows:
"Key Supplier Staff"

Special Term 2

A new Clause 10.2.3 shall be added to the Core Terms:

10.2.3 Each Buyer has the right to terminate a Statement of Work at any time without reason by giving the Supplier not less than 30 days' written notice.

Special Term 3

The provision of Clause 10.6.5 of the Core Terms shall be revised as follows

10.6.5 The following Clauses survive the termination or expiry of each Contract (or any individual Statement of Work): 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

Special Term 4

The provision of Clause 10.7.3 of the Core Terms shall be revised as follows (with changes shown in strikethrough and underline):

Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it including terminating or suspending any or all Statements of Work made under the Call-Off Contract. If the Buyer suspends a Contract and/or Statement or Work it can provide the Deliverables itself or buy them from a third party.

Special Term 5

The following new Clauses 10.7.3A – 10.7.3D shall be added to the Core Terms:

10.7.3A Where the Buyer terminates a Statement of Work pursuant to Clause 10.7.3 under any of Clauses 10.2.2, 10.2.3, 10.4.1, 10.4.2, 10.4.3 or 20.2 or a Statement of Work expires all of the following apply:

- (a) The Buyer's payment obligations under the terminated or expired Statement of Work stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the termination or expiry date of the Statement of Work.
- (d) The Supplier must promptly delete or return the Government Data held or received under the relevant Statement of Work except where required to retain copies by Law.
- (e) The Supplier must promptly return any of the Buyer's property provided under the terminated or expired Statement of Work.
- (f) Except where termination of a SoW occurs under 10.2.2 or 10.2.3 the Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.7.3B The Supplier may also be responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables in connection with the remainder of the Statement of Work duration where the Supplier's services have been appropriately terminated in accordance with Clause 10.4.1, and the Buyer shall remain responsible for the costs of those Replacement Deliverables under any new Statement of Work or contract.

10.7.3C In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Statement of Work under Clause 10.2.3:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Statement of Work had not been terminated.

10.7.3D In addition to the consequences of termination listed in Clause 10.7.3A, where a Party terminates a Statement of Work under Clause 20.2 each Party must cover its own Losses.

Special Term 6- A new Clause 10 to be added to Part B: Long Form Security Requirements of Call Off schedule 9.

DWP Security and Confidentiality Requirements

10.1 BPSS Security level is required for all Supplier staff working under this the Call -Off Contract.

10.2 In the event that any security clearances other than BPSS Security level is required this will be included in the relevant Statement of Works..

10.3 Call Off Schedule 9 (Security) Part B The Long Form Security Requirements will apply to the Call Off Contract.

10.4 In addition, the Contracting Authority requires the following clauses to be included in any resultant the Contract:

The Supplier agrees to the additional Buyer standard clauses in respect of Security Requirements listed below.

Risk Management:

- a. The Supplier shall and shall procure that any Sub-contractor (as applicable) shall, co-operate with the Buyer in relation to the Buyer's own risk management processes regarding the Services.
- b. For the avoidance of doubt, the Supplier shall pay all costs in relation to undertaking any action required to meet the security requirements stipulated in this Statement of Work. Any failure by the Supplier to comply with any security requirements of this Statement of Work, shall constitute a material Default entitling the Contracting Authority to exercise its rights under clause 10.4.1 of the Core Terms.

Security Audit and Assurance:

- a. The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, complete the information security questionnaire in the format stipulated by the Buyer (the "Information Security Questionnaire") at least annually or at the request by the Buyer. The Supplier shall provide the completed Information Security Questionnaire to the Buyer within one calendar month from the date of request.
- b. The Buyer shall schedule regular security governance review meetings which the Supplier shall and shall procure that any Sub-contractor (as applicable) shall, attend.

Security Policies and Standards

- a. The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the security policies and standards set out in paragraph 4 below.
- b. Notwithstanding the foregoing, the Buyer's security requirements applicable to the SOW Deliverables may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the SOW Deliverables. Where any such change constitutes a Variation, any necessary Variation shall be agreed by the Parties in accordance with clause 24 of the Core Terms.
- c. The Supplier shall and shall procure that any Sub-contractor (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards.

Security Policies and Standards

- a. The Buyer's security policies are published on:
DWP procurement: security policies and standards - GOV.UK (www.gov.uk)
- b. The Supplier will be required to comply with:
 - Acceptable Use Policy
 - Information Security Policy
 - Physical Security Policy
 - Information Management Policy
 - Email Policy
 - Remote Working Policy
 - Social Media Policy
 - Security Classification Policy
 - HMG Personnel Security Controls – May 2018(published on HMG personnel security controls - GOV.UK (www.gov.uk))

Special Term 7 - A new Clause 7.6 shall be added to Core Terms:

Where the Supplier wishes to substitute any supplier staff assigned to Deliverables, the Supplier shall provide a minimum notice period of 4 weeks to the Buyer to

accommodate knowledge transfer /handover unless otherwise agreed with the Buyer.

Special Term 8 - IR35 Status- The provision of Annex 2 in this Order Form shall apply in respect of any Statement of Work concluded under this Call Off Contract.

Special Term 9 – A new Clause 11 shall be added to Call Off Schedule 10 (Exit). Within 10 days of termination or expiry of the relevant Statement of Work, the Supplier shall deliver to the Buyer all equipment provided by the Buyer to the Supplier and the Supplier Staff for use in the provision of the Services and all other materials (together with materials containing Intellectual Property Rights), access keys, documents, and information provided to the Supplier or the Supplier Staff.

The Supplier shall ensure such property shall be handed back to the Buyer in good working order (allowance shall be made for reasonable wear and tear).

Special Term 10 - Insert a new clause 1.1A below within Call-Off Schedule 14B (Service Levels and Balanced Scorecard):

“1.1A For the avoidance of doubt, pursuant to clause 1.1 of Section 2 Balanced Scorecard the parties agree that the Balanced Scorecard and key performance indicators apply to this Call Off Contract and all Statements of Work entered into by the parties. For individual Statements of Work, the parties may agree additional Service Levels under Section 1 of this Call-Off Schedule 14B.”

Special Term 11-Insert a new clause 9.8 in the Core Terms:

9.8 For individual Statements of Work, the parties may agree the application of Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables) to the digital Deliverables, which will be further detailed in each Statement of Work entered into between the Buyer and Supplier.

CALL-OFF START DATE: See Special Term 1

CALL-OFF EXPIRY DATE:

CALL-OFF INITIAL PERIOD: 2 Years,0 Months

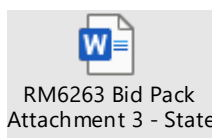
CALL-OFF OPTIONAL
EXTENSION PERIOD: 0 Years, 6 Months

MINIMUM NOTICE PERIOD
FOR EXTENSION(S): 3 Months

CALL-OFF CONTRACT VALUE:	Initial term: Up to a maximum of £18.23 million (exc VAT) as described in this order form Extension value: Up to a maximum of £4.56 million (exc VAT) Total Call-Off Contract value including extension £22.79 million (exc VAT).
KEY SUB-CONTRACT PRICE:	N/A

CALL-OFF DELIVERABLES

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 set out in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract: Any specific buyer standards will be set out in specific SOWs

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms, as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£ 5 million**

CALL-OFF CHARGES

- (1) ~~Capped Time and Materials (CTM);~~
- (2) ~~Incremental Fixed Price;~~
- (3) Time and Materials (T&M);
- (4) ~~Fixed Price; or~~
- (5) ~~A combination of two or more of the above Charging methods.~~

See details in Call-Off Schedule 5 (Pricing Details and Expenses Policy) for further details.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 (if used) in Framework Schedule 3 (Framework Prices).

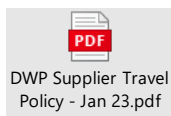
The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

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

DWP Expense Policy



PAYMENT METHOD

The charging method for this Call-Off Contract will be Time and Materials.

Supplier will submit completed timesheets showing consumption against contracted number of days. Timesheets will be emailed to the named individual provided in each Statement of Work weekly unless otherwise agreed in a Statement of Work.

Payment will only be made following approval of a validated timesheet.

The Supplier will issue electronic invoices monthly in arrears.
Invoices should be submitted to: APinvoices-DWP-U@gov.sscl.com.

Copy invoices will be emailed to the named individual provided for in each Statement of Work.

All invoices must meet the following requirements:

- Must include a valid purchase order number.
- All files/invoices must be in PDF format;

- One PDF per invoice – all supporting documentation must be included within the single PDF;
- Supplier should not attach additional/separate supporting documentation as a separate file.

Multiple invoices can be attached to one email, but each invoice must be in a separate PDF (with no additional supporting files as described above).

The Supplier must be able to use electronic purchase to pay (P2P) routes, including catalogue and invoicing.

The Supplier must work with DWP to set up and test all electronic P2P routes. This may involve creating technical ordering and invoicing files, including working with DWP's ERP system service supplier systems.

BUYER'S INVOICE ADDRESS:

Invoices should be submitted monthly in arrears to:

APinvoices-DWP-U@gov.sscl.com.

Paper invoices should be sent to:

SSCL

PO Box 406

Phoenix House

Celtic Springs

Newport

NP10 8FZ.

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

The buyer is in the process of developing its environmental policy and intend to introduce this as part of the variation process.

BUYER'S SECURITY POLICY

See details in **Special Term 6** above.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

Monthly or as agreed in SOW

PROGRESS MEETING FREQUENCY

Monthly or as agreed in SOW

KEY STAFF

Refer to Call off Schedule 7 “ Key Supplier Staff”

KEY SUBCONTRACTOR(S)

[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION

Refer to Joint Schedule 4 “Commercial Sensitive Information”

BALANCED SCORECARD

See Call Off Schedule 14B

MATERIAL KPIS

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14B

Material KPIs	Target	Measured by
N/A		

SERVICE CREDITS

Not applicable

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:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	[REDACTED]
Role:	[REDACTED]	Role:	[REDACTED]
Date:	01/09/23	Date:	01/09/23

Appendix 1

[Insert] 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 Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

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

Annex 1 (Template Statement of Work)

1. STATEMENT OF WORK (“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	

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT

SOW Deliverables Background	<i>[Insert details of which elements of the Deliverables this SOW will address].</i>
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Delivery phase(s)	<i>[Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live].</i>
Overview of Requirement	<i>[Insert details including Release Types(s), for example, Adhoc, Inception, Calibration or Delivery].</i>
Accountability Models	<p><i>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</i></p> <p><i>Sole Responsibility:</i> <input type="checkbox"/></p> <p><i>Self Directed Team:</i> <input type="checkbox"/></p> <p><i>Rainbow Team:</i> <input type="checkbox"/></p>

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:	<p>As per Order Form</p> <p>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).</p>																	
Cyber Security Standards	<p>The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme).</p>																	
SOW Standards																		
Performance Management	See Order Form																	
Additional Requirements	<p>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.</p>																	
Key Supplier Staff	<table border="1"> <thead> <tr> <th>Key Role</th> <th>Key Staff</th> <th>Contract Details</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td></tr> </tbody> </table> <p>[Indicate: whether there is any requirement to issue a Status Determination Statement]</p>			Key Role	Key Staff	Contract Details												
Key Role	Key Staff	Contract Details																
Worker Engagement Status	<p>[Yes / No] [Insert details]</p> <p>See Special Term 8-IR35 Status in the Order Form</p>																	

[SOW Reporting Requirements:]	

4. CHARGES	
Call Off Contract Charges	<p>The applicable charging method(s) for this SOW is:</p> <ul style="list-style-type: none"> • [Time and Materials] <p>The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p> <p>Suppliers submit time sheets to hiring managers for approval. INSERT TIMESHEET</p> <p>INVOICING: Electronic Invoices (attached to E-Mails) should be sent to:</p> <p>APinvoices-DWP-U@gov.sscl.com</p> <p>Paper invoices should be sent to; SSCL, PO Box 406, Phoenix House, Celtic Springs, Newport NP10 8FZ</p> <p>A copy should also be emailed to ;</p>
Rate Cards Applicable	<i>[Insert SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5B (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.] See Oder Form</i>
Financial Model	[Supplier to insert its financial model applicable to this SOW] N/A
Reimbursable Expenses	See Order Form [See Expenses Policy in Annex 1 to Call-Off Schedule 5B (Pricing Details and Expenses Policy)]

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	<table border="1"> <tr> <td>Name and title</td> <td></td> </tr> <tr> <td>Date</td> <td></td> </tr> <tr> <td>Signature</td> <td></td> </tr> </table>	Name and title		Date		Signature	
	Name and title						
	Date						
Signature							
For and on behalf of the Buyer	<table border="1"> <tr> <td>Name and title</td> <td></td> </tr> <tr> <td>Date</td> <td></td> </tr> <tr> <td>Signature</td> <td></td> </tr> </table>	Name and title		Date		Signature	
	Name and title						
	Date						
Signature							

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
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<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] <i>the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</i> <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p><i>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:</i></p> <ul style="list-style-type: none"> • [Insert] <i>the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</i> <p>The Parties are Joint Controllers</p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • [Insert] <i>the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</i> <p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> • <i>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,</i> • [Insert] <i>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)</i>
	<p><i>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]</i></p> <p>[Guidance] <i>where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</i></p>

Duration of the Processing	<i>[Clearly set out the duration of the Processing including dates]</i>
Nature and purposes of the Processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>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.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]</i>
Categories of Data Subject	<i>[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.]</i>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

ANNEX 2- IR35 STATUS

