

Work Order

This document is a Work Order according to the definitions contained within the provisions of the Services Delivery Agreement (SDA) dated **REDACTED** between **Bloom Procurement Services Ltd** and **REDACTED** trading as Umbrella Company UK.

Except where stated herein, all the clauses and conditions specified in the said supplier terms are included herein by reference and form part of this Work Order.

For the avoidance of doubt, the Bloom Standard Terms & Conditions (only where applicable), the SDA and this Work Order constitute the contract between Bloom and the SPS Provider and are hereinafter referred to collectively as the Supplier Terms.

We are delighted to advise that **Bloom Procurement Services Ltd** have been authorised to obtain the following services on behalf of the Authority.

Project Number:	REDACTED
Project Name:	NEPRO3 - Police Use of Drones Programme
SPS Provider:	REDACTED
For The Attention of:	REDACTED
E-mail:	REDACTED
Telephone Number:	REDACTED
Address:	REDACTED

Description of Specialist Professional Services / deliverables required:

REDACTED trading as Umbrella Company UK (Umbrella) have been appointed by Bloom Procurement Services on behalf of The Secretary of State for the Home Department (Home Office) to provide a Stakeholder and Programme Management based consultancy **REDACTED**. **REDACTED** **REDACTED** will be the primary contact from Umbrella throughout the duration of the contract.

Detailed Requirements

- **REDACTED**
REDACTED

In order to deliver quickly, members of Umbrella's delivery team will be required to have the following skills and key competencies;

REDACTED

Deliverables

REDACTED

REDACTED

Special Licences, Consents, Conditions Required as part of the Deliverables?	N/A		
Specialist Professional Services Category (Primary)	Organisational and Change Management		
Specialist Professional Services Category (Secondary)	Operational and Organisational Diagnosis		
Commencement Date	REDACTED		
Completion Date	REDACTED		
Total Price Payable All prices to include the 5% Delivery Partner's Managed Services Fee excluding VAT. Expenses are exempt of the 5% Delivery Partner's Managed Services Fee. Payment terms are in accordance with the SPS Contract	REDACTED		
Purchase Order No	REDACTED		
Details of Agreed Expenses	No Expenses		
Agreed Payment Schedule (Milestone schedules to be detailed below)	Payment (Milestones)		Detail: Consumption Based – Monthly Payments
	Payment in full option		
	Other	X	
Insurance Cover Required (To be amended in accordance with project requirements or if Enhanced or C&E SDA provisions applicable)	Amount (£)		
	Public Liability	REDACTED	
	Employers Liability	REDACTED	
	Professional Indemnity	REDACTED	
Any Further Specific Requirements	[DN: The Data Protection provision below is only to be used in circumstances where the SPS Provider is processing Personal Data for the Delivery Partner and such Personal Data has been provided to the Delivery Partner by the Authority. The Delivery Partner must		

	<p>also have prior express permission from the Authority to engage the SPS Provider as a Data Sub-Processor. If this clause is used, the Data Protection Schedule must also be completed to set out the remit of the processing.]</p> <p><u>Data Protection</u></p> <p>The SPS Provider understands that in relation to the Data Protection Legislation it is a Data Sub-Processor on behalf of Bloom and Bloom is a Data Processor on behalf of the Relevant Authority in respect of any Personal Data that is passed from the Relevant Authority to Bloom and from Bloom to the SPS Provider</p> <p>The attached Data Protection Schedule Annex 1 and where appropriate Annex 2 shall be completed in respect of this project.</p> <p><u>Delivery Partner Responsibilities</u></p> <p>For the avoidance of doubt the Delivery Partner's role, duties and responsibilities are expressly set out in the Supplier Terms and no other implied role, duty or responsibility, shall be applied to the Delivery Partner.</p> <p><u>Amendment to ESDA</u></p> <p>Clause 9.3 – Not used</p>
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Invoicing procedure

The SPS Provider shall complete and submit a Service Delivery Plan via the Technology Platform. This will initiate the Self-Billing Process once approved by the Authority or requirement owner.

Milestone reporting and Payment (Subject to agreed 'Service Delivery Plans')

1 - Payment Schedule

Description		Deliverables	Invoice Frequency	Day Rate	Total Price
1.1	REDACTED	REDACTED	REDACTED	REDACTED	REDACTED
Total:					REDACTED

Total Price	Commencement Date	Currency
REDACTED	REDACTED	Pounds Sterling

Acknowledgment re supervision and control of SPS Provider personnel

By signing this Work Order and agreeing to the Supplier Terms, the SPS Provider confirms for the duration of the Services provided (subject to the contractual terms governing the Services to be provided):

1. The SPS Provider shall procure that its personnel do not act or operate in a manner which could be perceived in such a way as to infer that the SPS Provider's personnel are employees of the Authority;
2. The SPS Provider shall always ensure that the Authority shall not supervise or control the work being carried out by the SPS Provider's personnel;
3. The SPS Provider is free to determine the personnel it uses to provide the services provided that all personnel meet the standards specified by the Authority (including security clearances where applicable);
4. The SPS Provider shall not assume any line management responsibility for any of the Authority's employees;
5. The SPS Provider shall use their own equipment to deliver the Services, except where the provision of equipment by the Authority is necessary for security purposes;
6. The SPS Provider shall determine their own place and hours of work, except where the nature of the project naturally enforces restriction e.g. attending project meetings at client site during business hours;

If at any time, the SPS Provider fails to comply with the above terms, this shall amount to a material breach of the Work Order which is not capable of remedy for the purposes of the termination clause of the SDA and this Work Order will be terminated with immediate effect. If the SPS Provider breaches these provisions it may be liable for the payment of income tax or national insurance contributions.

ANNEX 1 – to record permitted project specific processing of personal data.

1. The Contractor shall comply with any further written instructions with respect to processing by the Data Controller.
2. Any such further instructions shall be incorporated into this Schedule and this Schedule may be amended at any time during the Term by agreement in writing between the Data Controller and the Contractor to ensure that the description and detail set out in this Schedule with regard to the processing of personal data reflects the arrangements between the Parties, is accurate and is compliant against the Data Protection Legislation.

No	Description	Details
1	Subject Matter of the Processing	N/A
2	Duration of the Processing	N/A
3	Nature and Purposes of the Processing	N/A
4	Type of Personal Data	N/A
5	Categories of Data Subject	N/A
6	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	N/A

ANNEX 2

1. This Annex lists the sub-processors that the Data Controller has authorised the Contractor to use in accordance with the Supplier Terms.
2. The Data Controller may, at any time and upon such notice as is reasonable in the circumstances, withdraw its approval in relation to any or all sub-processors listed within this Annex and upon such withdrawal the Contractor must immediately cease using that sub-processor.
3. If the Contractor wishes to propose a new sub-processor for approval, it must provide written notice to the Data Controller detailing the identity of the proposed sub-processor, the nature of the sub-processing and confirmation that a written contract in relation to the sub-processing is in place between the Contractor and the sub-processor. The Data Controller must not unreasonably refuse or delay approval.
4. The Data Controller may at any time and upon reasonable notice request copies of the contracts between the Contractor and its approved sub-processors in relation to the sub-processing.

Sub-contractor details: (name, address and company registration number)	Nature of sub-processing:	Commencement date and term of contract between Contractor and Sub-processor:
N/A	N/A	N/A

Signature Area