

**Order Form and Call-Off Schedules**

**Order Form**

Call-Off Reference: PRJ\_2485 / CON\_6183

Call-Off Title: Provision of Technical Specialists and Operational Services for Digital Projects

Call-Off Contract Description:

The Supplier will provide Technical Specialists and Operational Services for digital projects on a call-off basis. Work will be executed against defined work packages within the Statement of Work.

The type of specialist resource the Client requires can be summarised as follows:

• Consultancy support on data infrastructure and technical solutions

• Project squads to deliver solutions

• Technical support for platform enhancements and product maintenance

• Project delivery support and co-ordination

The range of projects the Supplier will support in delivering can be categorised into the following types:

* Delivery and monitoring of grant services e.g. Energy Efficiency and Affordability products and other subsidies to citizens and businesses
* Automation
* Online customer advice portals
* Data processing and Data management

# The Buyer: Department for Energy Security and Net Zero

# Buyer Address: 10 Victoria Street, London SW1H0NB

The Supplier: Thoughtworks Ltd

Supplier Address:

Endeavour House, 3rd Floor, 179-199 Shaftesbury Avenue, London,

England, WC2H 8JR

Registration Number: 04091535

This Order Form is for the provision of the Call-Off Deliverables and dated 19/11/2024.

It’s issued under the Framework Contract with the reference number RM6263 via Lot 1 (Digital Programmes) for the provision of Digital Specialists and Programmes Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work issued to the first position supplier 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, 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:

Lot 1 - Digital Programmes

# CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedule.
2. Joint Schedule 1 (Definitions) RM6263
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
	* Joint Schedules for RM6263 SCHEDULES 2 TO 20 REDACTED
		+ Joint Schedule 2 (Variation Form)
		+ Joint Schedule 3 (Insurance Requirements)
		+ Joint Schedule 4 (Commercially Sensitive Information)
		+ Joint Schedule 6 (Key Subcontractors)
		+ Joint Schedule 10 (Rectification Plan)
		+ Joint Schedule 11 (Processing Data)
		+ Joint Schedule 13 (Cyber Essentials)
	* Call-Off Schedules for RM6263
		+ Call-Off Schedule 1 (Transparency Reports)
		+ 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 13 (Implementation Plan and Testing)
		+ Call-Off Schedule 14A (Service Levels)
		+ Call-Off Schedule 18 (Background Checks)
		+ Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6263
7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

# CALL-OFF SPECIAL TERMS

# Special Term 1:

# The Buyer intends to award up to four (4) contracts to the four highest scoring Bidders that pass minimum pass marks per question. The Buyer intends to contract with the multiple suppliers on a rotating system (Taxi Rank) for the delivery of in-scope digital projects, as and when required over an initial three-year contract term.

# Where a project is identified as having continuity benefits from the services being delivered by the same team of specialists (or part of) for a SOW requirement, the Buyer reserves the right to retain the same team of specialists (or part of) to deliver the succeeding SOW for the next phase of the project.

# The Buyer intends to ensure a fair distribution of work packages and contract spend across all four suppliers on the Taxi Rank arrangement.

# If the Supplier does not have the availability of appropriate staff to meet delivery timescales, is not able to provide staff with the relevant and necessary skills and experience, or the overall cost of that supplier is not within budget, or the Supplier’s performance is not meeting critical KPIs (material to the contract), the next Supplier in the taxi-rank will be approached.

#

# Special Term 2:

# These KPIs shall be deemed material to the contract, and the Buyer reserves its contractual rights in this regard.

#

|  |  |  |  |
| --- | --- | --- | --- |
| KPI  | Service Area  | KPI description  | Target  |
| 1  | Provision of skilled Resources  | The Supplier has provided all requested specialist roles (including skills and quantity of days) for every SoW accepted within the agreed project timeframes and the mobilisation period SLA for that quarterly service period.   | 90%  |
| 2  | Project cost management  | The Supplier has correctly managed project costs within the quarterly service period:* Each SoW delivered within the agreed total cost
* Day rates in-line with the skill level required for the role and did not exceed the rate submitted at tender
* Opportunities for achieving cost savings were passed on to the Buyer/Client.
 | 95%  |
| 3  | Service standards  | All outputs to comply with Government Digital Service delivery standards including CDDO Service Assessment Standards first time or post remediation within the quarterly service period.  | 100%  |
| 4  | Customer Satisfaction  | The service provided by the Supplier's technical specialists within the quarterly service period has achieved a minimum level of Customers being completely satisfied.   | >80% (completely satisfied)  |

# If there is a default on the material KPIs, the Buyer/Client may, without limiting its other rights, manage the performance by requesting that the Supplier provide a Rectification Plan, as per the Rectification plan process stated at 10.3 of RM6263 Core Terms, and using Joint Schedule 10 (Rectification Plan).

# If the Buyer/Client rejects any Rectification Plan, including any revised Rectification Plan, the Relevant Buyer/Client reserves their right to allocate that work to the next Supplier on the Taxi Rank system and/or terminate its Contract under Clause 10.4.3(a) of the Core Terms.

# Impact on Taxi-Rank work allocation

# Buyer option A: If the Supplier’s performance is in the process of a Rectification Plan improvement, the next Supplier on the Taxi Rank will be approached for new work. The Supplier will not be allocated any further work until a Rectification Plan has been accepted by the Client and the performance improved.

# Buyer option B: If the Supplier’s performance did not meet any material KPI during a quarter service period, and a Rectification Plan was not deemed warranted by the Client, the next Supplier on the Taxi Rank may be approached for new work until the next quarter service period.

# Continuous underperformance

# If 1 material or 2 non-material KPIs are not met within the same quarter, or the cumulative number of KPIs not met within a 9-month period reaches 5, the Supplier will be deemed to be in material breach, allowing for termination in accordance with Clause 10.4.1 of the Contract Core Terms.

# The Supplier’s performance against the material KPIs will be reported on gov.uk in accordance with the Procurement Act 2023 section 52.

#

# Special Term 3:

# The Buyer reserves the right to limit the amount of SOW invitations that can be rejected by the Supplier to 4 within a 12-month period. If the limit is exceeded within this timeframe, the Client reserves their right to pause the allocation of any further work to the Supplier and to discuss the issues until they have been resolved, and/or implement the Rectification plan process stated at 10.3 of RM6263 Core Terms and using Joint Schedule 10 (Rectification Plan).

#

# Special Term 4:

# The Supplier’s social value proposal shall be incorporated into the contract as a contractual obligation, and performance measured against it as a KPI.

# The Supplier’s performance against the social value KPI will be reported on gov.uk in accordance with the Procurement Act 2023 section 52.

#

# Special Term 5: To mitigate IR35 related risk for the Buyer, the following wording shall be incorporated into the contract: The Supplier shall undertake an IR35 assessment for each of the Supplier Personnel (at the time of deployment and if there is any change of personnel or employment status) and inform the Buyer/Client of the status. The Buyer reserves the right not to engage with any Supplier found by HMRC to have any contractor being treated as a full-time employee or is receiving the same benefits as a full-time employee (i.e. deemed as inside IR35).

# CALL-OFF SPECIAL SCHEDULES

# Call-Off Special Schedule – Key Performance Indicators

 **Contract dates:**

MOBILSATION: 20/11/2024 to 06/12/2024

CALL-OFF START DATE: 20/11/2024

CALL-OFF EXPIRY DATE: 19/11/2027

CALL-OFF INITIAL PERIOD: Three Years

CALL-OFF OPTIONAL EXTENSION PERIOD: Up to one Year, in yearly increments (3+1)

MINIMUM NOTICE PERIOD FOR EXTENSION(S): Three Months

CALL-OFF CONTRACT VALUE:

Across all contracts (up to a maximum of 4) the contract value shall be up to £15,000,000 per annum. If all contract extensions are used the maximum contract value shall be up to £60,000,000 excluding VAT.

There is no guarantee that this full amount will be spent over the life of the Contract.

# CALL-OFF DELIVERABLES

Key deliverables are listed within Call-Off Schedule 20 (Call-Off Specification). Project specific deliverables shall be listed within each Statement of Work.

# 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:

The Supplier shall ensure that all outputs comply with the [Government’s Service Manual](https://www.gov.uk/service-manual/service-standard) and Government Digital Service (GDS) [Service Standard](https://www.gov.uk/service-manual/service-standard) as set out under Service Standards of Call-Off Schedule 20 – Specification.

# 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 up to £15M but is dependent on the number of Suppliers awarded a contract (up to 4).

**CALL-OFF CHARGES**

1. Capped Time and Materials (CTM);
2. Time and Materials (T&M);
3. A combination of two of the above Charging methods.

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

The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

* Indexation – Shall apply to year 4 only. Rates shall be reviewed annually.

based on Indexation as stated in the monthly CPI Index.

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

T&S will be agreed on each Statement of Work in line with DESNZ T&S Policy (Annex A – BEIS Expense Policy for Contractors). Any other Expenses are not expected in the delivery of SoW packages.

# PAYMENT METHOD

Payment to be made by BACS following a correct invoice.

# BUYER’S INVOICE ADDRESS:

# Department for Energy Security and Net Zero

# Address: 10 Victoria Street, London SW1H0NB

# BUYER’S AUTHORISED REPRESENTATIVE

# REDACTED

# BUYER’S ENVIRONMENTAL POLICY

 [DESNZ & DSIT: Environmental Policy](https://beisgov.sharepoint.com/sites/Commercial/Shared%20Documents/Forms/AllItems.aspx?FolderCTID=0x0120009FCDA36E49A6CB4993576F8ADB6E6D1A&id=%2Fsites%2FCommercial%2FShared%20Documents%2FGeneral%2FCommercial%20Toolkit%2F3%2E%20Tender%20%26%20Evaluation%2F3%2E4%20Policy%20Documents%2FDESNZ%20%26%20DSIT%20Environmental%20Policy%20v1%2E5%2Epdf&viewid=3221517d%2Dcd98%2D41f3%2Db671%2D6dccad246e5d&parent=%2Fsites%2FCommercial%2FShared%20Documents%2FGeneral%2FCommercial%20Toolkit%2F3%2E%20Tender%20%26%20Evaluation%2F3%2E4%20Policy%20Documents)

# BUYER’S SECURITY POLICY

The Supplier is required deliver the service in accordance with the HMG Security Policy Framework.

 <https://www.gov.uk/government/publications/security-policy-framework>

# Security requirements

# The Supplier is required to have Cyber Essentials Plus Certification or equivalent at the commencement date of the Contract. Evidence of this will need to be provided within 10 working days following contract award. Where a Supplier does not hold Cyber Essentials Plus they must be able to demonstrate equivalent controls are in place through other means which shall be verified by a technically competent and independent third party, as per [PPN 09/23](https://www.gov.uk/government/publications/ppn-0923-updates-to-the-cyber-essentials-scheme). Cyber Essential Plus Scheme requirements can be located at:

# <https://www.ncsc.gov.uk/cyberessentials/overview>

# Prior to their deployment, the Supplier’s project delivery resources shall be BPSS vetted. This shall be at the Supplier’s cost (if a cost is applicable).

# All proposed Developers and Data Engineers will need Security Clearance (SC) prior to deployment on a project. Due to the length of time to complete SC, this should be considered as early as possible by the Supplier from the point of award. This shall be at the Supplier’s cost (if a cost is applicable).

# SUPPLIER’S AUTHORISED REPRESENTATIVE

# REDACTED

# PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

# PROGRESS MEETING FREQUENCY

Monthly during the second week of each calendar month

# KEY SUBCONTRACTOR(S)

# N/A

# KEY STAFF

# REDACTED

# COMMERCIALLY SENSITIVE INFORMATION

# In response to tender question 4.1 the following sections are commercially sensitive:

# - Our Capacity Planning Process

# - A Dedicated ICSDoD Capacity Offer

# The entirety of the response to question 7.1

# CRITICAL SERVICE FAILURE

# Is defined as a failure of the outcome/s delivered by the Supplier to meet the business need/s at a specified milestone, as agreed between the Authority and Supplier and confirmed within each SoW.

# MATERIAL KPIs

As listed within CON6183 Call-Off Special Schedule – Key Performance Indicators

**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).

The Supplier shall provide the Client with an Implementation Plan within 10 working days that sets out the how they will deliver Social Value against the jointly agreed timelines for delivering the targets and measures that were committed to by the Supplier within Call-Off Schedule 4 (Call-Off Tender).

The Supplier must manage, measure and report on the delivery of Social Value against the Implementation Plan throughout the life of the Call-Off Contract. The progress report and plan shall be updated and provided to the Client one week ahead of the quarterly KPI/Performance Review meeting.

The Supplier may be required to provide an annual Social Value delivery statement to the Client detailing the Social Value that has been delivered through the Call-Off Contract.

# 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: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |

**Appendix 1 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 Contact.The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing. |
| **Date of SOW:** |  |
| **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** | *[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 Types(s), for example, Adhoc, Inception, Calibration or Delivery].* |
| **Accountability Models** | *Please tick the Accountability Model(s) that shall be used under this Statement of Work:**Sole Responsibility:☐ Self Directed Team:☐ Rainbow Team:☐* |

|  |
| --- |
| **3. BUYER REQUIREMENTS – SOW DELIVERABLES** |
| **Outcome Description** |  |
| **Milestone Ref** | **Milestone Description** | **Acceptance Criteria** | **Due date** |

|  |  |  |
| --- | --- | --- |
| **Material KPIs** | **Target** | **Measured by** |
| Provision of skilled Resources  | 90%  |  |
| Project cost management | 95%  |  |
| Service standards  | 100%  |  |
| Customer Satisfaction  | >80% (completely satisfied)  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **MS01** |  |  |  |
| **MS02** |  |  |  |
|  **MS03** |  |  |  |
|  **MS04** |  |  |  |
| **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 Plus Certificatefor the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme). |
| **SOW Standards** | [Insert any specific Standards applicable to this SOW]  |
| **Performance Management** | [Confirm details of Material KPIs that have a material impact on Contract performance][Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels v1.0) and Call-Off Special Schedule (Key Performance Indicators v1.0)] |
| **Additional Requirements** | **Annex 1 –** Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work. |
| **Key Supplier Staff** |

|  |  |  |
| --- | --- | --- |
| **Key Role** | **Key Staff** | **Contract Details** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

[Indicate: whether there is any requirement to issue a Status Determination Statement] |

|  |  |  |  |
| --- | --- | --- | --- |
| **Ref.** | **Type of Information** | **Which Services does this requirement apply to?** | **Required regularity of Submission** |
| **1.** | **[insert]** |
| 1.1 | [insert] | [insert] | [insert] |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
|  |  |
|  |  |  |  |

|  |  |
| --- | --- |
| **Worker Engagement Status** | [Yes / No] [Insert details] |
| **[SOW Reporting Requirements:]** | **[**Further to the Supplier providing the management information detailed in 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:**]** |

|  |
| --- |
| **4. CHARGES** |
| **Call Off Contract Charges** | The applicable charging method(s) for this SOW is:* [Capped Time and Materials]
* [Time and Materials]
* [2 or more of the above charging methods]

***[Buyer to select as appropriate for this SOW]***The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract. |
| **Rate Cards Applicable** | ***[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.]* |
| **Financial Model** | *[Supplier to insert its financial model applicable to 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 and titleDate Signature |
| **For and on behalf of the** | Name |
| **Buyer** | 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** |
| 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 for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]*

**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 completeUNLESS 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]* |