

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

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Delivery Partner

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

CALL-OFF REFERENCE:	C23572
CALL-OFF TITLE:	Home Office Enablers Programme - Delivery Partner
CALL-OFF CONTRACT DESCRIPTION:	Enablers Programme Delivery Partner
THE BUYER:	The Secretary of State for the Home Department (acting through the Home Office)
BUYER ADDRESS:	The Secretary of State for the Home Department 2 Marsham Street London SW1P 4DF
THE SUPPLIER:	Made Tech Ltd
SUPPLIER ADDRESS:	86-90 Paul Street, London, EC2A 4NE
REGISTRATION NUMBER:	06591591
DUNS NUMBER:	211199050
SID4GOV ID:	[Insert if known]

## **APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 25/10/2022.

It's issued under the Framework Contract with the reference number RM6263 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 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(S):**

#### **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 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 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 13 (Cyber Essentials)

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- Call-Off Schedules for RM6263
  - 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 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 14B (Service Levels and Balanced Scorecard)]
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 16 (Benchmarking)
  - 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**

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

Special Term 1	For the avoidance of doubt, development work undertaken for the Buyer by the Supplier under this Call-Off Contract will be treated as Project Specific IPR and the Buyer will retain the IPR rights, as per Clause 13 save for where software is developed as open source.
Special Term 2	<p>Staff vetting procedures: The level of clearance for this requirement is: SC.</p> <p>All staff must have Home Office SC level security clearance prior to starting work. In exceptional circumstances the Buyer may take risk based approach to allow staff to work on items that fall within an agreed risk appetite before full SC clearance is obtained.</p> <p>Occasionally, NPPV3 or DV clearance is required. The level of clearance required will be identified in individual Statements of Work and clearance needs to have been achieved and validated by the Customer before work can commence.</p>
Special Term 3	Warranty period: 90 days from the date of Buyer acceptance of each release.
Special Term 4	<p>Warranties, representations and acceptance criteria</p> <p>The Buyer's acceptance criteria for the Deliverables are as follows:</p> <ul style="list-style-type: none"><li>• The Deliverables shall conform to the Services required as detailed in the Call-Off Contract and/or relevant Statement of Work, as applicable.</li><li>• The Deliverables shall be error free conform to the specifications and documentation, and as per the Buyer's requirements.<ul style="list-style-type: none"><li>• All Deliverables shall contain accurate representation of current Buyer data, as advised by the Buyer</li></ul></li></ul>

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CALL-OFF START DATE:	<b>17/11/2022</b>
CALL-OFF EXPIRY DATE:	<b>16/11/2024</b>
CALL-OFF INITIAL PERIOD:	<b>24 months</b>
CALL-OFF OPTIONAL EXTENSION PERIOD:	<b>6 months</b>
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	<b>30 days</b>
CALL-OFF CONTRACT VALUE:	<b>£9.9m</b>
KEY SUB-CONTRACT PRICE:	<b>TBC</b>

## **CALL-OFF DELIVERABLES**

The Supplier will be providing support for delivery of key Home Office functions, including, but not limited to:

- 1 Intranet platform
- 2 Correspondence platform and migration (DECS)
- 3 Management information reporting (DECS MI)
- 4 Time scheduling platform (Callisto)
- 5 Animal licensing platform (ASPEL)
- 6 Employee management platform (Metis)
- 7 Accident and incident reporting platform (AIR)
- 8 Private Office Group correspondence platform (POG)
- 9 Desk booking platform (OFW)File/record management service for our legacy paper files
- 10 Discovery capability as required
- 11 Skills enhancement across all work streams
- 12 Strategic development
- 13 Anything else requested by the Home Office and agreed with by Made Tech

## **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:

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Standards	<p>The technical standards required for this Call-Off Contract are detailed below and in each SoW:</p> <p>(a) Home Office Digital Strategy: <a href="https://www.gov.uk/government/publications/uk-digital-strategy">https://www.gov.uk/government/publications/uk-digital-strategy</a></p> <p>(b) Home Office Technology Strategy: <a href="https://www.gov.uk/government/publications/home-office-technology-strategy/home-office-technology-strategy">https://www.gov.uk/government/publications/home-office-technology-strategy/home-office-technology-strategy</a></p> <p>(c) Government Service Design Manual: <a href="https://www.gov.uk/service-manual/browse">https://www.gov.uk/service-manual/browse</a></p> <p>(d) HMG Security Policy Framework:  <a href="https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework">https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework</a></p> <p>(e) Government Security Classification Policy:  <a href="https://www.gov.uk/government/publications/government-security-classifications">https://www.gov.uk/government/publications/government-security-classifications</a></p> <p>(f) All CESG Policies and Guidance</p> <p>(g) Home Office Technology Principles and Standards – Enterprise Architecture</p> <p>(h) Technology and Methodology Standards and Terms to provide context for (European Small Business Alliance) ESBA Suppliers -non-exhaustive / indicative standards include: TOGAF ADM, BPMN 2.0, W3C WCAG, Archimate 2.0, UML2.0, DevOps, Continuous Integration, Build Automation, Agile Development</p>
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### CYBER ESSENTIALS SCHEME

Where wholly outsourced development occurs, the Buyer requires the Supplier to confirm that work will be done to the appropriate standard. In accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) The Buyer may ask the Supplier to provide a Cyber Essentials Certificate [OR Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

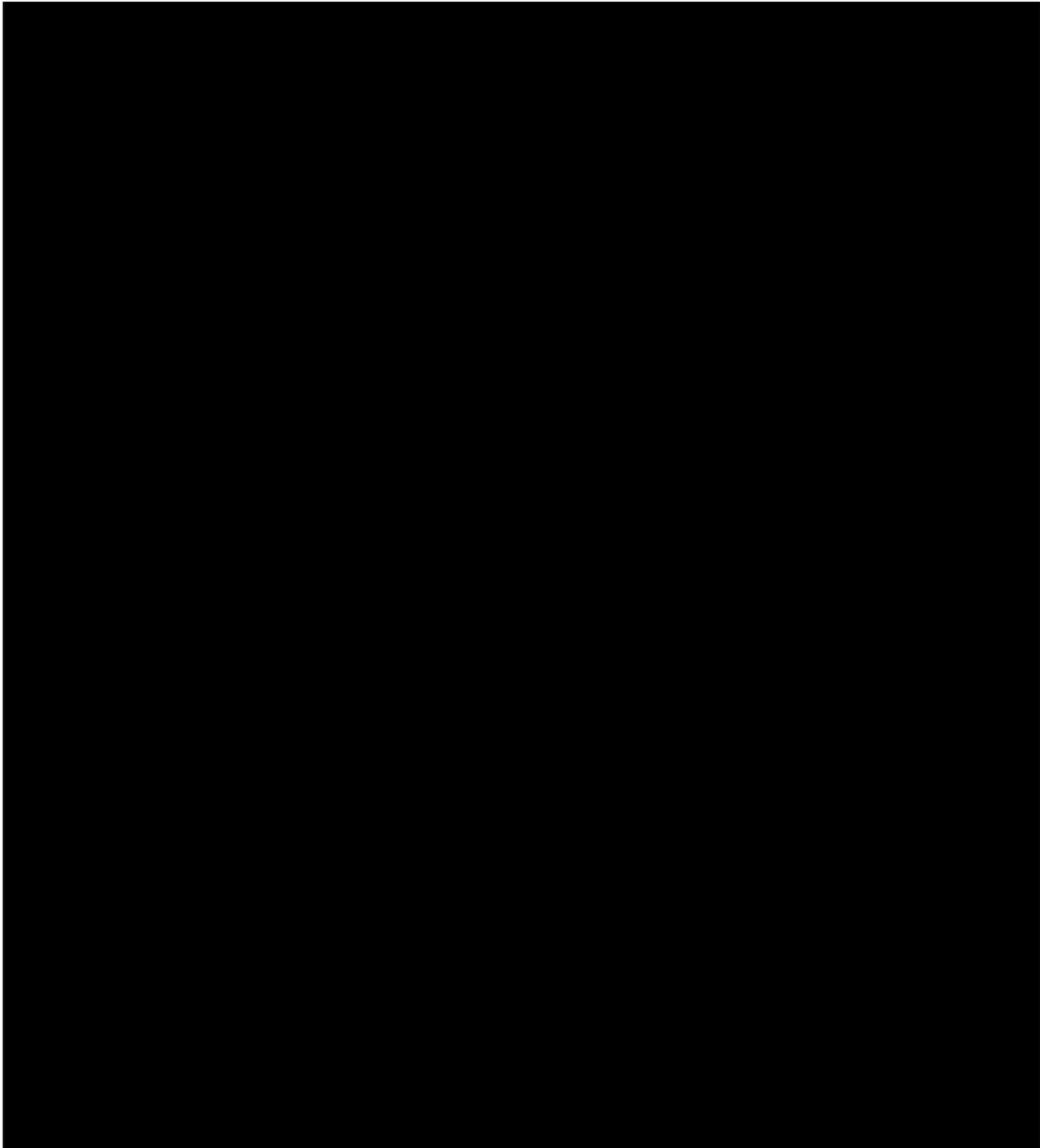
### MAXIMUM LIABILITY

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 £5m  
**(Five Million)**

**CALL-OFF CHARGES**

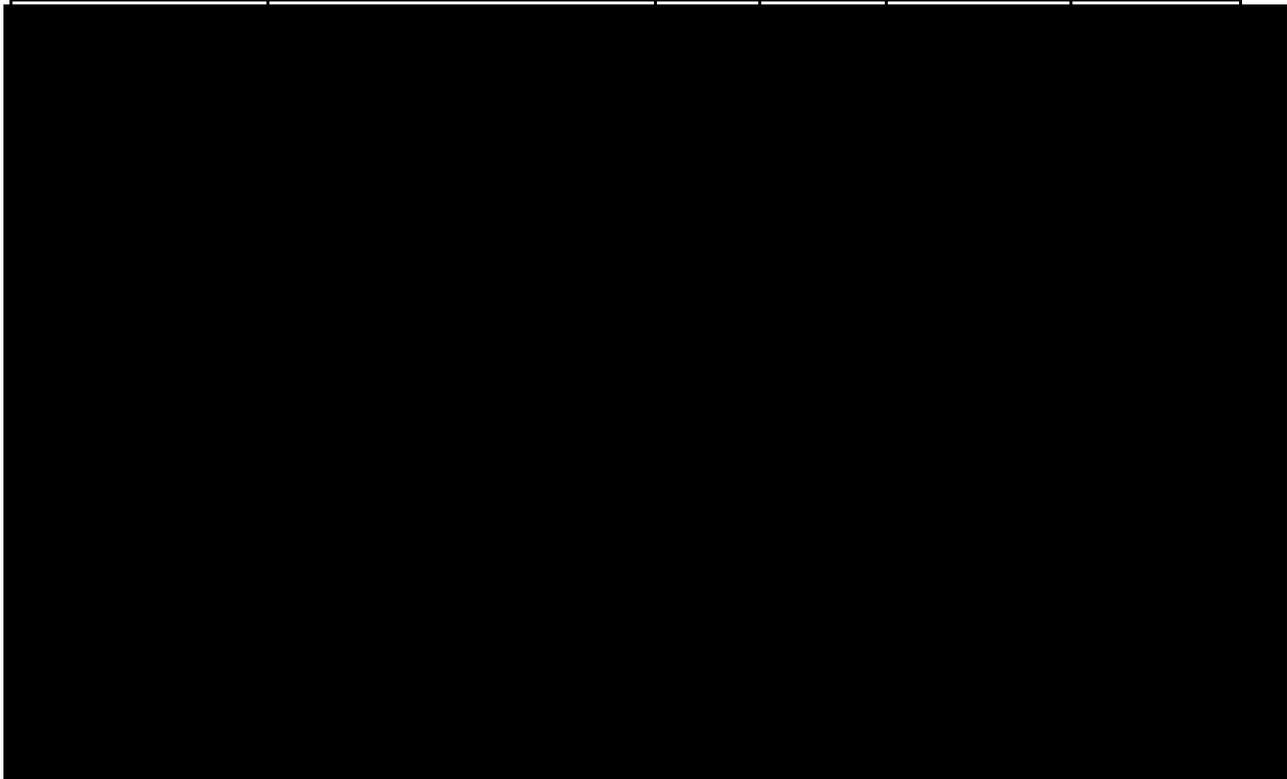
SFIA Rate Card



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Charging Method:

Capped Time and Materials (CTM)	X
Incremental Fixed Price	
Time and Materials (T&M)	
Fixed Price	
A combination of two or more of the above Charging methods	

**REIMBURSABLE EXPENSES**

Reimbursable Expenses	Occasional travel to other sites maybe required, expenses incurred from Travel (not subsistence) outside of the M25/Greater London or Home Office base location will be subject to Home Office Travel Policy.
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**PAYMENT METHOD**

The method of payment for the Call-Off Contract Charges	BACS
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**BUYER'S INVOICE ADDRESS**

Who and where to send invoices to	[REDACTED]
Invoice information required – e.g. PO, project ref, etc.	All invoices must include the following information: <ul style="list-style-type: none"><li>• Project reference number</li><li>• The unique purchase order number;</li><li>• The services detailed in the Statement of Work (SoW) to which the invoice relates;</li><li>• The line value;</li><li>• Total value excluding Value Added Tax</li><li>• Value Added Tax percentage</li><li>• The total value including Value Added Tax</li><li>• The tax point date relating to the rate of Value Added Tax shown;</li><li>• Supplier SAP number (if applicable)</li><li>• Breakdown of charges supported by approved timesheets (if applicable)</li><li>• Expenses receipts (if applicable)</li></ul>
Invoice frequency	Monthly in arrears

**BUYER'S AUTHORISED REPRESENTATIVE**

Buyer Contact	[REDACTED]
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**BUYER'S ENVIRONMENTAL POLICY**

Environmental Policy	N/A
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**BUYER'S SECURITY POLICY**

Security Policy	HMG Security Policy Framework <a href="http://www.gov.uk">Security policy framework - GOV.UK (www.gov.uk)</a>
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**SUPPLIER'S AUTHORISED REPRESENTATIVE**

Supplier's Representative	[REDACTED]
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**SUPPLIER'S CONTRACT MANAGER**

Supplier's Contract Manager	[REDACTED]
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**PROGRESS REPORT FREQUENCY**

Report Frequency	Monthly
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**PROGRESS MEETING FREQUENCY**

Meeting Frequency	Monthly
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Supplier's Key Staff	See applicable Statement of Work
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**KEY SUBCONTRACTOR(S)**

Full name of subcontractor (legal entity)	<b>Answer Digital Ltd</b>
Registered office address	Union Mills 9 Dewsbury Road Leeds West Yorkshire LS11 5DD
Type of Organisation (e.g.: UK registered limited company)	UK registered limited company
Company registration number	3655429

Full name of subcontractor (legal entity)	<b>Mace &amp; Menter Ltd</b>
Registered office address	16 Upper Street Bristol BS4 3BU
Type of Organisation (e.g.: UK registered limited company)	UK registered limited company
Company registration number	08249700

Full name of subcontractor (legal entity)	Metataxis Limited
Registered office address	131 High Street South Northchurch Berkhamsted HP4 3QR
Type of Organisation (e.g.: UK registered limited company)	UK registered limited company
Company registration number	04356463

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SFIA Rate card

**[EITHER (1)****BALANCED SCORECARD**

See Call-Off Schedule 14B (Service Levels and Balanced Scorecard) for full detail

**MATERIAL KPIs**

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14B (Service Levels and Balanced Scorecard):

Material KPIs	Target	Measured by	Green Rating	Amber Rating	Red Rating
<b>Performance to Pay</b>	Performance to pay process	Accurate and complete Supplier Reports by the date set out in the scorecard rhythm; Accurate and complete invoices submitted within 20 days of invoiced period.	*All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information.	*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.	*Inputs are later than 5 working days in the prescribed performance to pay process. *Inputs contain significant errors.
<b>Quality</b>	Quality - Service resourcing	Resources are onboarded within the agreed timeframes Services have sufficient, quality resources to meet the planned Deliverables and contractual obligations; the supplier pro-actively manages their resource skills by identifying issues early and in a timely manner addressing any deficits. Supplier substitution - seamless to the buyer with handover and on-boarding managed without reduction of service or quality. Poor performance of resources to be corrected within 1 week of escalation.	*Targets met for 98% of resources - no buyer fault.	*Targets met for most (50%+) resources through no fault of the buyer	*Targets missed for most resources requested through no fault of the Buyer
	Quality - Tasking Efficiency	The Supplier participates fully in the Statement of Work process and responds to requests for Service within 10 Working Days	*10 target met for all service requests. No SOWs being drafted	*10 target met for most service requests but some are beyond that	*10 target missed for most service requests through no fault of the Authority.

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		with a draft SOW, subject to sufficient engagement with the SOW owner. SOW drafts should be of a quality that can be accepted with minimal technical changes if required. Any changes in resources will not degrade the service and should be almost invisible to the project. Request for substitute / resource where applicable is met promptly with no change in the quality of the skills agreed in the contract. Ensuring resources are on-boarded following the correct HO processes and that resources have the appropriate skill-set to match SFIA level.	retrospectively *No SOWs rejected due to insufficient information or quality *No evidence of service degradation when resources are being on-boarded or substituted *No resources working without SOW coverage *No problems identified with quality of work / skill deficiency	time through no fault of the Authority. *SOWs rejected due to insufficient information or quality *Some evidence of service degradation when handover taking place or resource on-boarded *Minor issues noted with quality of work	*SOWs frequently rejected due to insufficient information or quality *Clear evidence of service degradation when handover taking place or resource on-boarded *One or more resources working without SOW coverage *A resource is rolled off a project due to deficiency in skill-set
	Quality - Technical Alignment	Work is delivered in line with the Home Office technology strategy and standards	Work is in line with standards	n/a	Work is not in line with standards
<b>Partnering and Added Value</b>	Partnering	Supplier promotes positive collaborative working relationships within and across team by acting in a transparent manner.	*No behavioural problems identified. *Buyer workshops attended and positive contributions made.	*Some minor behavioural problems. *Supplier only attends Some workshops or provides minor contributions.	*Significant behavioural problems *Supplier contributions are rare or insignificant and shows little interest in working with other suppliers
	Staff Alignment	To ensure that all individuals being provided by the supplier (where they are named individuals) are aligned appropriately to professions roles. % of supplied staff aligned to appropriate roles (they must have an appropriate Role Description and be in line with the correct rate to be marked as aligned)	>95%	95%>KPI>80%	<80%
<b>Social Value</b>		Supplier to report on representation from those who face barriers to employment.	Report provided	Partial report provided	No report provided

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		Supplier to report on diversity (women and people of colour at SFIA 6+).	Report provided	Partial report provided	No report provided
<b>VFM</b>		Supplier to report on the sharing of knowledge and best practice and the support of building communities of practice (number of events facilitated, lunch and learns held etc.)	Report provided	Partial report provided	No report provided
		Supplier to offer DDaT self-assessment.	Report provided	Partial report provided	No report provided

**ADDITIONAL INSURANCES**

Additional Insurance	N/A
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**GUARANTEE**

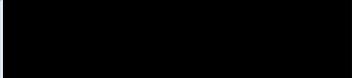
Guarantee	N/A
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**SOCIAL VALUE COMMITMENT**

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.

<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the Buyer:</b>	
Signature:		Signature:	
Name:		Name:	

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Role:	[REDACTED]	Role:	[REDACTED]
Date:	1 November 2022	Date:	07/11/2022

## **Appendix 1**

### **Annex 1 (Template Statement of Work)**

<b>1. STATEMENT OF WORK ("SOW") DETAILS</b>	
<p>Upon execution, this SOW forms part of the Call-Off Contract (reference below).</p> <p>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.</p> <p>All SOWs must fall within the Specification and provisions of the Call-Off Contract.</p> <p>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.</p>	
<b>Date of SOW:</b>	
<b>SOW Title:</b>	
<b>SOW Reference:</b>	

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<b>Call-Off Contract Reference:</b>	
<b>Buyer:</b>	
<b>Supplier:</b>	
<b>SOW Start Date:</b>	
<b>SOW End Date:</b>	
<b>Duration of SOW:</b>	
<b>Key Personnel (Buyer)</b>	
<b>Key Personnel (Supplier)</b>	
<b>Subcontractors</b>	

### 2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT

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

### 3. BUYER REQUIREMENTS – SOW DELIVERABLES

<b>Outcome Description</b>			
<b>Milestone Ref</b>	<b>Milestone Description</b>	<b>Acceptance Criteria</b>	<b>Due date</b>

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Material KPIs	Target	Measured by

Key Role	Key Staff	Contract Details

MS01			
MS02			
<b>Delivery Plan</b>			
<b>Dependencies</b>			
<b>Supplier Resource Plan</b>			
<b>Security Applicable to SOW:</b>	<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> <p>[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] ]</p>		
<b>Cyber Essentials Scheme</b>	<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>		
<b>SOW Standards</b>	<p>[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)]</p>		
<b>Performance Management</b>	<p>[Insert details of Material KPIs that have a material impact on Contract performance]</p> <p>[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]</p>		
<b>Additional Requirements</b>	<p><b>Annex 1</b> – 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>		

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**Key Supplier  
Staff**

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



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<b>Reimbursable Expenses</b>	[See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy) ] [Reimbursable Expenses are capped at [£[Insert] <b>[OR [Insert]</b> percent ([X]%) of the Charges payable under this Statement of Work.] [None] <i>[Buyer to delete as appropriate for this SOW]</i>
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**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

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Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

<b>For and on behalf of the Supplier</b>	Name and title  Date Signature
<b>For and on behalf of the Buyer</b>	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:

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></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> <p>Buyer staff names, address, date of birth, NI numbers, telephone number, email address.</p>
Duration of the Processing	Duration of the contract
Nature and purposes of the Processing	Information held on Metis Goals and Performance / Finance relating to Buyer staff HR details, including absences, processing of invoices and performance.
Type of Personal Data	Buyer staff names, address, date of birth, NI numbers, telephone number, email address.
Categories of Data Subject	Buyer Staff (including Contractors).
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	Data is archived after 3 years and destroyed after 6 years