

**Digital Outcomes and Specialists 5 (RM1043.7)** 

# Framework Schedule 6 (Order Form)- CVS Digital Delivery Partner K2800212338

Version 2

Crown Copyright 2020

## Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

#### **Order Form**

**Buyer guidance:** This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block.

It is important that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

Call-Off Reference: 14606

Call-Off Title: DVSA CVS Digital Delivery Partner

## **Call-Off Contract Description:**

DVSA have a requirement to replace legacy IT systems supporting the vehicle testing service. The digital delivery partner will develop and transition to a new digital service, whilst implementing service improvements for our users and customers.

The Buyer: Driver Vehicle Standards Agency

**Buyer Address:** The Axis Building, 112, Upper Parliament Street, Nottingham, NG1 6LP.

The Supplier: BJSS Ltd.

Supplier Address: 1 Whitehall Quay, Leeds, England, LS1 4HR

Registration Number: 02777575 DUNS Number: 34-691-4351

## **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 20/08/2021.

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists 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, Statement of Work 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

## **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) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.7
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) RM1043.7

- Call-Off Schedules for RM1043.7
  - 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 Deliverables)
  - 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 14 (Service Levels and Balanced Scorecard)
  - o Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 20 (Call-Off Specification)
- 5 CCS Core Terms (version 3.0.9)
- 6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
- 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**

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

None

Call-Off Start Date: 07 Sept 2021

Call-Off Expiry Date: 30 November 2022

Call-Off Initial Period: 15 months

Call-Off Optional Extension Period: 4 Months
Minimum Notice Period for Extensions: 30 days

Call-Off Contract Value: £7,783,530.00

#### **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 referred to in Framework Schedule 1 (Specification).

## **Cyber Essentials Scheme**

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials 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 £6,753,838.00.

## **Call-Off Charges**

Summarise the Charging method(s) Buyer has selected below and which are incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy):

## • Time and Materials (T&M)

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**

 $\underline{https://extranet.dft.gov.uk/hr/travel-and-subsistence-ts-policy-principles/travel-and-subsistence-ts-policy-principles-uk-travel/$ 

## **Payment Method**

Payment will be made by BACS. You must be in possession of a written purchase order (PO), before commencing any work, or supplying any goods, under this contract. The Purchase Order Number for this contract will follow shortly. Invoices submitted to the

Department **must also quote the PO number** and must be submitted in accordance with DVSA's Invoicing Procedures.

Invoices received without the correct Purchase Order Number will be returned to you and will delay receipt of payment.

## **Buyer's Invoice Address:**

**DVSA** Accounts payable

**DfT Shared Service Centre** 

5 Sandringham Park

Swansea Vale

Swansea

SA70EA

Alternatively electronic invoices can be issued to: <a href="mailto:ssa.invoice@sharedservicesarvato.co.uk">ssa.invoice@sharedservicesarvato.co.uk</a> Invoices received without the correct Purchase Order Number will be returned to you and will delay receipt of payment.

## **Buyer's Authorised Representative:**

XXXXREDACTED UNDER FOIA SECTION 40

## **Buyer's Environmental Policy**



DVSA-Sustainable-D evelopment-Strategy.

## **Buyer's Security Policy**













DVSA-IAP303 - Tier 3 DVSA-IAP311 - Tier 3 DVSA-IAP310 - Tier 3 DVSA-IAP309 - Tier 3 DVSA-IAP317 - Tier 3 DVSA-IAP304 - Tier 3 DVSA-IAP304 - Tier 3 DVSA-IAP305 - Tier 3 DVSA-IAP307 - Tier 3 DVSA-IAP307 - Tier 3 DVSA-IAP307 - Tier 3 DVSA-IAP307 - Tier 3 DVSA-IAP308 - Tier 3 DVSA-IAP309 - Tier 3 DVSA-IAP3













DVSA-IAP332 - Tier 3 DVSA-IAP101 - Tier 1 DVSA-IAP314 - Tier 3 DVSA-IAP318 - Tier 3 DVSA-IAP319 - Tier 3 DVSA-IAP323 - Tier 3 DVSA-IAP323 - Tier 3 DVSA-IAP319 - Tier 3 DVSA-IAP3











DVSA-IAP324 - Tier 3 DVSA-IAP334 - Tier 3 DVSA-IAP331 - Tier 3 DVSA-IAP335 - Tier 3 Removable Media PoTest Data Policy 1.0.dVulnerability Assessm Wi-Fi Policy 1.0.doc

Acceptable Use Policy.docx

#### **Supplier's Authorised Representative**

## XXXXREDACTED UNDER FOIA SECTION 40

Fothergill House, 16 King St, Nottingham NG1 2AS

## Supplier's Contract Manager

#### XXXXREDACTED UNDER FOIA SECTION 40

Fothergill House, 16 King St, Nottingham NG1 2AS

## **Progress Report Frequency**

Monthly in line with account meeting

## **Progress Meeting Frequency**

Monthly in line with account meeting

## **Key Staff**

XXXXREDACTED UNDER FOIA SECTION 40

XXXXREDACTED UNDER FOIA SECTION 40

XXXXREDACTED UNDER FOIA SECTION 40

## **Key Subcontractor(s)**

XXXXREDACTED UNDER FOIA SECTION 43

Joint Schedule 6 (Key Subcontractors) will apply.

#### **Commercially Sensitive Information**

N/A

### **Balanced Scorecard**

See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

#### **Material KPIs**

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



#### **Additional Insurances**

N/A

#### Guarantee

N/A

#### **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). Supplier to provide a detailed plan of how social value will be delivered as per proposal within 30 days of the commencement of the 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:

XXXXRE DACTED UNDER FOIA SECTIO N 40

#### For and on behalf of the Buyer:

XXXXREDACTED UNDER FOIA SECTION 40

## Appendix 1

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

## Schedule 1 - Statement of Work (SOW), including pricing

K280021338 Driver and Vehicle Standards Agency (DVSA)  Commercial Vehicle Services (CVS) – Beta				
Statement of work number	K280021338/1			
Name of Supplier	BJSS			
Registered Address of Supplier	1 Whitehall Quay, Leeds, England, LS1 4HR			

## 1. Brief description of Project

DVSA have committed to fully exiting current hosting and support arrangements with Atos by December 2023, in line with firm guidance from both Cabinet Office and Government Digital Services (GDS). As part of this commitment, Commercial Vehicle Services (CVS) have been set a stretch target of April 2023 to remove their dependencies on this Atos contract and related infrastructure. In parallel to this contract exit requirement, it is recognised that there is a clear business need to modernise the services provided as part of CVS, transitioning from old, inflexible systems that require a large element of manual input, to new, digital systems that better meet the needs of endusers through increased automation and use of data.

## 1.1 Summary

The investment objectives for this Project are as follows:

- Investment Objective 1: Remove CVS dependencies on the Atos contract.
- Investment Objective 2: To increase testing standards to deliver maximum road safety value.
- Investment Objective 3: To enhance CVS Operations to make DVSA easier to do business with for customers.
- Investment Objective 4: To transform the experience of front-line staff by providing them with the tools to do their jobs more effectively.

The CVS project is a key contributor in delivering DVSA's strategy for improving road safety. The annual examination and approval of vehicles to check their roadworthiness, emissions, design and construction plays a vital role in reducing road accidents caused by vehicle defects, whilst managing their environmental impact. The service delivers around 900,000 tests each year and generates an income of circa £88m. This includes an income of around £22.9m from vehicle test fees that contributes to the funding of compliance activities undertaken.

## 2. SOW Scope

To provide Digital transformation skills and expertise to progress CVS Project planning, Service Design, User Research, end-to-end software development, delivery of the CVS transformation. The focus of the SoW will be on initial planning, on-boarding and delivery of prioritised CVS service milestones.

#### **Schedule 1 SOW Details**

Date of SOW:	6 <sup>th</sup> September 2021

SOW 1 Reference:	K280021338/1
Buyer:	DVSA
Supplier:	BJSS
Phase(s) of Development:	Phase 1
Duration of SOW 1	4 months
Charging Method(s) for this Release:	XXXXREDACTED UNDER FOIA SECTION 43
SOW 1 Variation	N/A

- 2.1 The Parties will execute a SOW for each phase. Note that any ad-hoc Service requirements are to be treated as individual Releases in their own right (in addition to the releases at the delivery stage); and the Parties should execute a separate SOW in respect of each.
- 2.2 The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this SOW and will not apply to any other SOWs executed or to be executed under this Call-Off Contract unless otherwise agreed by the Parties.
- 2.3 Any changes to the service requirement should be agreed with the Buyer and covered by a separate SOW where it cannot be accommodated within an existing SOW.
- 2.4 Multiple SOWs can operate concurrently.
- 2.5 The Supplier will keep accurate records of the time spent by the Supplier staff in providing the services and will provide records to the Buyer for inspection on request.

## 3. Outcomes

Please complete the table/s below

	Description of Outcomes
01	On-boarding of leadership team and key delivery roles is completed.
O2	Clear plan showing the ramp-up of technical teams and project roles is available.

О3	Delivery teams and project roles required for Service Milestone 1 are on-boarded.
04	CVS Service Milestone 1 outcomes are clear and, if necessary, modified to reflect supplier understanding gained by O1.
O5	The technical risk and technical debt in the existing solution is understood and communicated with DVSA.
O6	The work for Service Milestone 1 is well organised in a Jira backlog, clearly aligned with the Service Milestone 1 outcomes.
07	The end-to-end annual test journey is managed in CVS for 5 Public Service Vehicle (PSV) early adopter ATFs. All (c.560) ATFs mastered and managed in Dynamics.
08	5 early adopter Authorised Testing Facilities (ATFs), identified by DVSA, will be fully migrated/transitioned and have end-to-end invoicing within ATF Account Management.
О9	The 5 ATFs will be able to carry out tests and DVSA will charge for tests via the new CRM (Customer Relationship Management) solution with manual invoicing.
O10	Financial data will move from ATF Account Management through to SAP for reconciliation for the 5 ATFs.
011	Dynamics (CE and BC) will be fully integrated and used in in production with all ATFs being 'mastered and managed' within the CRM solution.
O12	User feedback will be collected and will feed into Service Milestone 2 planning.
O13	Technical delivery is in line with DVSA standards and patterns and assured by DVSA Digital.
O14	The work for Service Milestone 2 is understood, refined at the appropriate level and is captured in the Project backlog and knowledge share.
O15	Progress the delivery of Service Milestone 2 outcomes.

## 4. Deliverables

	Description of Deliverables			
D1	Development environments that will support software development teams to work on the codebase, deploy changes and test the code must be provided, maintained and documented.			
D2	Development pipelines that will support development software progressing from requirement through to releasable code must be provided and maintained.			
D3	Sufficient data to suitably test developed software must be provided to the development environments.			
D4	Per development team iteration (e.g. per Sprint or per timeboxed development iteration) working, tested and integrated software is produced. This must be of sufficient quality to be releasable. This will be a deliverable increment of tested, integrated software.			
D5	Each development team iteration must contain work that has been prioritised to work towards the over-all milestone aim.			
D6	Software test evidence and test reports are captured per team per iteration.			
D7	Existing project design artefacts are updated and kept current.			
D8	User Research is conducted and evidenced with the outputs recorded and stored.			
D9	Architecture designs and documents are produced, approved via the DVSA architecture approval process, and stored.			
D10	The backlog of work is refined appropriately with User Story Maps, personas and other practices as determined by the supplier to aid shared understanding across the delivery teams.			

D11	Completed work will be demonstrated fortnightly at a Sprint Review or Show and Tell as appropriate to the ways of working.
D12	Release Plans will be produced to show when it is expected that increments of software will be released.
D13	Release Planning will produce documented release notes to enable delivery of technical work and software.
D14	Software and technical work will be released into Production environments at a cadence to be agreed but not less frequently than monthly.
D15	Progress reports will be shared monthly detailing the progress of the work towards the service milestone, the amount of work remaining and estimation of the available effort for the current milestone.
D16	As understanding of the CVS solutions grows estimation for completion of all milestone outcomes will be produced. It is expected that this is an estimation only and that it will adapt and changed based on actual progress.
D17	Data migration, mastery and quality problems are defined and solved as part of the

	on-going progress through the service milestone. Decisions are made with the DVSA assurance team Data representative and documented.
D18	Risk logs at the delivery team level will be maintained and the content discussed as part of collaborative risk identification and mitigation.
D19	Evidence being gathered for GDS Beta service assessment.

## 5. SOW Charges

5.1 Charges, including expenses, and exclusive of VAT for this SoW will be (excluding expenses that will be charged at cost in accordance with the Buyer's expenses policy):

SoW September – December 2021	Fees will be invoiced monthly in arrears.
	Both parties agree that if any of the DVSA dependencies or DVSA risks laid out in this document prevent or delay Supplier delivery, then the Supplier will not be held responsible. Supplier will be entitled to continue to bill as per the schedule 5 under SoW charges by prior agreement with DVSA Programme Management and Commercial.
	Estimated SoW value based on BJSS proposal [XXXXREDACTED UNDER FOIA SECTION 43]

The Supplier will invoice the Buyer monthly in arrears.

- 5.2 It will be the responsibility of the DVSA Head of Delivery Management to signoff all deliverables to release monthly payment.
- 5.3 The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges. Any new identified risks by the supplier or buyer during delivery will be discussed and if agreed will be added.
- 5.4 Section 5.5 will apply for any material change that affects the effort needed to deliver these services.

5.5 In the event of an agreed change, which materially affects the amount of effort, both parties will agree the rate before work commences. The rates from the supplier proposal.

## 6. Risks:

- 6.1 Project RAIDD will be available to Suppliers.
- 6.2 In addition, we can identify the following risks pertinent to this SOW:

Risk	Description	Rating	Mitigation
1	The complexity of Service Milestone 1 means that not all the outcomes can be achieved.	6	Transparency so progress is clear. Communication and collaboration to ensure that we deliver the most valuable outcomes first.
2	Supplier unable to provide planned teams and personnel.	3	Transparency and communication from Supplier and planning to address.
3	The technical debt/risk in the CVS solution means a re-plan of outcomes and priorities.	12	This is an Agile delivery; we understand that emerging complexity may mean that we need to re-plan.

Risk Score					
		1	1	2	2
5	5	0	5	0	2 5 2 0
			1	1	2
4	4	8	1 2	6	0
				1	1
3	3	6	9	1 2	1 5
					1
2	2	4	6	8	0
1	1	2	3	4	5
,	1	2	3	4	5
	likelihood				

	Likelihood				
1	Doro	A very unlikely event. It could happen,			
- 1	Rare	but probably never will. Below 5%			
		Not expected. Slight possibility. An			
		improbable sequence of events. 5% –			
2	Unlikely	25%			
		Moderate likelihood. Foreseeable. May			
		have occurred in projects like this before.			
3	Possible	25% – 50%			
		Strong possibility. High likelihood. An			
4	Likely	easily foreseeable event. 50% – 75%			
	Almost	Almost certain without any intervention.			
5	certain	Above 75%			

Impact			
		The project will have to make some	
		minor changes. Resolvable by	
1	Insignificant	project team. Can be managed.	

		Acceptable.
2	Minor	Some changes. Additional work with some impact.
3	Moderate	One or more areas likely not to deliver as planned. Significant impact.
4	High	Significant rethink required. Major Impact.
5	Critical	Serious failure of objectives. Disastrous Impact.

## 7. Dependencies:

7.1 Project RAIDD will be available to Suppliers.

#### 8. Assumptions:

Ref	Description
A1	We assume that we (DVSA) have a good understanding of the work required for Service Milestone 1. This understanding is good enough to posit the outcomes in the SoW.
A2	We do not expect that DVSA will make enterprise-level decisions that introduce additional technical dependencies into CVS. For example, should DVSA decide that CVS must integrate with Arvato via CPMS then we would be dependent on CPMS to perform this work, and this could impact our delivery timeline.
A3	We do not expect that DVSA will make enterprise-level decisions that introduce additional scope into CVS Project that leads to a re-plan of Service Milestone 1 or 2 outcomes.
A4	BJSS will be able to provide an appropriately skilled team as per the supplier proposal.
A5	DVSA staff will be able to provide focus on their accountabilities to the CVS Project. Their time will not be re-directed by senior management to other work.

## 9. Quality Acceptance Criteria

Quality Assurance will span all phases of the CVS project and all SOWs. The supplier's approach to ensuring quality was evaluated in their proposal as part of the decision to award the Contract.

Agile delivery means that quality is built-in to the delivery.

We have agreed KPIs with the supplier for use in on-going Contract Management. These KPIs cover a range of measures that we will use to assess the quality of the work.

DVSA will provide a separate Delivery Assurance team. This team will include roles aligned to the DVSA Digital Profession Leads across a number of disciplines required for a successful technology delivery.

At the lower level, User Stories will have Acceptance Criteria provided by DVSA Product Managers, Product Specialists or their delegates and these must be satisfied by the technical teams as part of their Definition of Done.

#### 10. Governance

Any changes to Scope, Timescales and Costs within this SOW will be managed through change and version control. All variations will be signed by both Senior Delivery Manager and Senior Commercial Advisor.

## 11. Intellectual Property Rights (IPR)

Unless otherwise specified in the Call-Off Contract: For further information on IPR, please see call off agreement.

#### 12. Other Requirements

There is an expectation that the supplier resource will be minimum BPSS clearance and if SC clearance is deemed required throughout delivery, then DVSA will sponsor. Temporary DVSA email and system access will be provided. There is an expectation that all documentation will be retained on DVSA systems. A standard DVSA declaration will have to be signed.

#### 13. Place of Performance

This will be DVSA offices in Nottingham.

Initially this is expected to be The Axis Building, 112 Upper Parliament Street, Nottingham, NG1 6LP as the focal point.

Post-COVID working arrangements may allow remote-first working, but the delivery team will need to co-locate as required. There will be around 25-30 desks available at any one time.

The Supplier is required to support the DVSA during normal opening hours (Monday to Friday 07:00 to 19:00) as required, whilst covering deployment activities outside normal working hours. Travel to other locations may be required.

#### 14. Agreement of statement of works

BY SIGNING this SOW, the parties agree to be bound by the terms and conditions set out herein:

## For and on behalf of the supplier:

Name and title XXXXREDACTED UNDER FOIA SECTION 40

Signature and date XXXXREDACTED UNDER FOIA SECTION 40

## **CVS Senior Delivery Manager:**

Name and title XXXXREDACTED UNDER FOIA SECTION 40 Signature and date XXXXREDACTED UNDER FOIA SECTION 40

#### **DVSA Commercial Directorate:**

Name and title XXXXREDACTED UNDER FOIA SECTION 40

Signature and date XXXXREDACTED UNDER FOIA SECTION 40

If you exceed the overall Call-Off Contract value and Supplier Staff are still required to deliver the services, then a contract change note (CCN) must be raised, explaining the reason(s) for the extension.

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

1 Statement of Works (SOW) Details

Upon execution, this SOW forms part of the Call-Off Contract (reference above).

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.

## 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	The Relevant Authority is Controller and the Supplier is Processor
Personal Data	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:
	<ul> <li>[Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</li> </ul>
	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:
	<ul> <li>Business contact details of Supplier Personnel for which the Supplier is the Controller,</li> </ul>
	<ul> <li>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,</li> </ul>
	[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	[Be as specific as possible, but make sure that you cover all intended purposes.
	The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.
	The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]
Plan for return and destruction of the data once the Processing is complete	[Describe how long the data will be retained for, how it be returned or destroyed]
UNLESS requirement under Union or Member State law to preserve that type of data	