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

### **Framework Schedule 6 (Order Form)**

Version 2

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

### Order Form

Call-Off Reference: Project\_25677 ECM\_10965

Call-Off Title: Software Engineer Working Age Change

**Call-Off Contract Description:** DWP New Style Jobseekers Allowance Change and Resilience is a Project established to overhaul the systems that support New Style claims (both JSA and ESA), customers & agents to provide a modern interactive digital service, reduce the cost of maintaining legacy systems, reduce the agent cost / effort for managing new style claims / customers and minimise security vulnerabilities.

The Software Engineer will engage a team tasked to address these challenges.

The Buyer: Department for Work and Pensions

Buyer Address: Caxton House 7th Floor 6–12 Tothill Street London SW1H 9NA

The Supplier: BJSS Ltd

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

Registration Number: 02777575

DUNS Number: 346914351

SID4GOV ID: N/A

### Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 01/04/23.

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 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 2 – Digital Specialist

### **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 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 9 (Security)
    - Call-Off Schedule 10 (Exit Management)
    - Call-Off Schedule 13 (Implementation Plan and Testing)
    - Call-Off Schedule 20 (Call-Off Specification)
- 5 CCS Core Terms (version 3.0.9)
- 6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

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:

DWP Offshoring clauses only (attached below)



DWP Offshoring  
clauses only.doc

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

DWP Minimum Security Schedule v.2.0 (attached below)



DWP Minimum  
Security Schedule rev

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

**Call-Off Start Date:** 01/04/2023

**Call-Off Expiry Date:** 31/03/2025

**Call-Off Initial Period:** 24 Months

**Call-Off Optional Extension Period:** 6 Months

**Minimum Notice Period for Extensions:** 30 days

**Call-Off Contract Value:** Up to a maximum of **£297,360.00** (ex. VAT)/ **£356,832.00** (inc. irrecoverable VAT). Any value commitment will be done through individual SoWs.

### **Call-Off Deliverables**

Deliverables will be detailed within individual statement of works issued under this call-off contract. High level scope is included in Call Off Schedule 20 (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 Call Off Schedule 20 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

#### **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 £178,416.00. (inc. irrecoverable VAT).

### **Call-Off Charges**

Capped Time and Materials (CTM)

The applicable pricing details and expenses policy have been incorporated below and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the below rate card for the Supplier Staff undertaking that element of work on the Deliverables.

Rate Card: [REDACTED]

### **Reimbursable Expenses**

No expenses provision for this contract. Any travel must be agreed with DWP authorised representative and DWP personnel will book travel.

**Payment Method**

The payment method for this Call-Off Contract is Purchase Order, electronic invoice and BACS payment

**Buyer's Invoice Address:**

Invoices will be sent to  
DWP  
PO Box 406  
SSCL  
Phoenix House  
Celtic Springs Business Park  
Newport  
NP10 8FZ

The electronic PDF invoice and MI shall be emailed to:

[APinvoices-DWP-U@sscl.gse.gov.uk](mailto:APinvoices-DWP-U@sscl.gse.gov.uk)  
[invoicing.technology-csmt@dwpgov.uk](mailto:invoicing.technology-csmt@dwpgov.uk)

**Invoice Information Required:**

All invoices must include:

- DWP Purchase Order number \* (invoices without P/O number will be rejected)
- Supplier remittance address
- Details of service carried out referring to specific milestone deliveries under this Call Off agreement
- Cost of Service
- VAT element of cost
- Remittance date
- Due Date (in accordance to the payment profile of the Call-Off Agreement).

**Buyer's Authorised Representative**

[REDACTED]

**Buyer's Environmental Policy**

N/A

**Buyer's Security Policy** <https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>

**Supplier's Authorised Representative**

[REDACTED]

**Supplier's Contract Manager**

[REDACTED]

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**Progress Report Frequency**

On the first Working Day of each calendar month

**Progress Meeting Frequency**

Quarterly on the first Working Day of each quarter

**Key Staff**

N/A

**Key Subcontractor(s)**

N/A

**Commercially Sensitive Information**

The Parties agree that the following is a list of the Supplier's Commercially Sensitive Information:

- Supplier day rates
- breakdown of the Charges set out in this Call-Off Contract;
- information related to Supplier business or operations, organisational structure, methods, processes, business continuity and disaster recovery plans;
- Supplier performance level against service levels; and,
- The documents attached at Schedule 2 (Supplier's response) of this Call Off Contract

**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):

KPI	Material KPIs	KPI description	Target	Measured by
1	Delivery of outcomes	Ceremonies are attended and active engagement is demonstrated focused on agreed outcomes for respective Sprint (SCRUM / Sprint Planning / Retrospectives/ Mid Sprint Review / Backlog grooming)	Green RAG status	Balance Scorecard
2	People's performance	Supplier Staff provided have the necessary knowledge, skills, experience, and qualifications and are able to deliver to the required standard.	Green RAG status	Balance Scorecard

### KPI 1: Delivery of outcomes

The resource assigned to this Contract consistently meets Delivery Outputs agreed during Agile ceremonies and flags any delivery issues or blockers.

Met	Partially Met	Not Met
Delivery outputs produced within agreed timescales and to quality defined by Buyer. No issues identified.	Minor delivery issues, delays in producing outputs not flagged to Delivery Manager.	Persistent (unaddressed) delivery issues and delays.

### KPI 2: People's performance

The resource assigned to this contract consistently meets Buyer's skills and knowledge requirements described in Schedule 20 (Specification) meets Measurement:

Met	Partially Met	Not Met
Performance expectations consistently met. No knowledge gaps identified.	Minor performance issues, knowledge gaps identified without improvement plan in place.	Persistent (unaddressed) performance issues and knowledge gaps.

Source: DWP

Owner: BJSS

### Additional Insurances

The Supplier shall hold the following insurance cover from the Framework Start Date in accordance with this Joint Schedule 3 (Insurance Requirements):

- professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000);
- public liability and products insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and
- employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

The Supplier will ensure that, during the Call-Off Contract, any Subcontractors used hold third-party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £5,000,000.

The Supplier will also ensure that all agents and professional consultants involved in the supply of Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the termination or expiry date to the Call-Off Contract to which the insurance relates.



**Guarantee**

Not applicable

**Social Value Commitment**

Not applicable

**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:**

Signature:

Name:

Role:

Date:

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

Signature:

Name:

Role:

Date:

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## **Appendix 1**

Each executed Statement of Work shall be inserted into this Appendix 1 in chronology:

[REDACTED]

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

### **1 Statement of Works (SOW) Details**

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

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

**Date of SOW:**

**SOW Title:**

**SOW Reference:**

**Call-Off Contract Reference:**

**Buyer:**

**Supplier:**

**SOW Start Date:**

**SOW End Date:**

**Duration of SOW:**

**Key Personnel (Buyer):**

**Key Personnel (Supplier):**

**Subcontractors:**

## 2 Call-Off Contract Specification – Deliverables 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 Type(s), for example Ad hoc, Inception, Calibration or Delivery]

## 3 Buyer Requirements – SOW Deliverables

**Outcome Description:**

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01			
MS02			

**Delivery Plan:**

**Dependencies:**

**Supplier Resource Plan:**

**Security Applicable to SOW:**

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] ]

**SOW Standards:**

[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)]

**Performance Management:**

[Insert details of Material KPIs that have a material impact on Contract performance]

Material KPIs	Target	Measured by

[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]

**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	Employment / Engagement Route (incl. inside/outside IR35)

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

**SOW Reporting Requirements:**

[Further to the Supplier providing the management information detailed in Paragraph 6 of 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:

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

#### 4 Charges

**Call Off Contract Charges:**

The applicable charging method(s) for this SOW is:

Capped Time and Materials

The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].

**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.]

**Reimbursable Expenses:**

See Expenses Policy in the Order Form

#### 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

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binding on the Parties:

**For and on behalf of the Supplier**

Name:

Title:

Date:

Signature:

**For and on behalf of the Buyer**

Name:

Title:

Date:

Signature:

## **Call Off schedules**

### **Call-Off Schedule 20 (Call-Off Specification)**

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract.

Working Age Transformation and Change has been established to improve the experience of Working Age citizens and DWP colleagues and to reduce related costs, it has two focuses:

1. To understand how New Style benefits should be provisioned in future a technical, business, and operational level.
2. To deliver efficiencies against existing New Style services.

Existing challenges across New Style benefits include:

- improve focus on citizen-centric outcomes
- facilitating improved orientation between working age benefits
- removal of complex, fragmented, and manual processes
- error reduction, improved turnaround time and compliance

The Software Engineer will lead a team tasked to address these challenges.

Software Engineer will work closely with other Transformation product teams to ensuring DWP software engineering best practices are adhered to across the teams and guiding teams on how to deliver quality software products. Will assist in the design of software products that make up citizen services for New Style Jobseekers Allowance Transformation and Change in collaboration with Architecture and Engineering principles. With a focus on operational stability, robustness, resilience, availability and quality will be accountable for the produced code.

To address the two objectives outlined above a New Style Benefits modernisation team are working within DWP Digital, Team Sherlock and Team Moriarty. This Software Engineer service is therefore here to address existing challenges across this team include:

- Deliver software products which make up services for our citizens to consume;
- Transform business requirements into production ready code;
- Ensure system robustness, resilience and stability;
- Design and develop reusable libraries and services and promote reuse across the department;
- Produce comprehensive suites of automated unit and integration tests to ensure code quality;
- Assure there is a fit for purpose, robust automated test suite;
- Assist in the development of medium-long term strategies for products;
- Define version control strategies for the source code of the product;
- Identify and resolve issues preventing delivery or continuation of software engineering activities;
- Collaborate across teams and liaise with Principal Software Engineers and Technical Architects to investigate technical solutions;

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- Produce comprehensive technical documentation for wider consumption
- Identify and support the resolution of infrastructure faults;
- Provide 3rd line support on products developed, including out of hours support as and when required;
- Engage with Software Engineering teams providing technical leadership and guidance. Including coaching and mentoring your team and their professional development;
- Contribute and set strategic direction for product team;
- Collaborate & share knowledge and good practice with the wider software engineering team

Required experience:

- Experience of working in self-managing Agile teams ensuring impediments and blockers are mitigated or removed.
- Recent experience with Java 8 (or newer).
- Demonstrable understanding and experience of Test Driven Development, Business Driven Development, SQL and noSQL database applications such as Postgres, MySQL, and MongoDB.
- Experience in developing on cloud based environments like AWS and of APIs, RESTful services and Microservice Architectures.

This Software Engineer service needs to be delivered reflecting;

- Hybrid working arrangements in DWP with minimum 40% main location attendance
- Main location for the role: Quarry House, Leeds LS2 7UA

The Supplier service will be working on one of these Agile delivery teams to address priority calls made by the Buyer Product Owner within sprint planning.

- Co-ordination of NSJSA staging and production releases with other New Style JSA / ESA Transformation and change & Resilience Teams (currently Sherlock and Moriarty but in future this may expand), other Universal Credit and Working Age teams (particularly the Service Management and Evergreening Team) DWP Site Reliability Engineering Release teams (particularly on Releases) and other relevant stakeholders from DWP business operations, the Service Modernisation team, DWP Digital, and the Change & Resilience Programme Team).
- Provide support for Release deployments
- Participating in agile ceremonies including the daily stand, sprint retrospective, sprint planning, and backlog review.
- Report and mitigate risks and dependencies for the New Style JSA / ESA change and feed into an up-to-date ADRID that is reviewed fortnightly with the team, DWP Senior Product Manager and DWP Lead Agile delivery Manager.



## Buyer Requirements – SOW Deliverables

### Outcome Description:

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01	Ensure regularly maintained updates to Service Planner (Personal attendance in and out of work or off contract) for relevant Agile Delivery team.	Share up to date accurate MI with DWP Delivery lead for review	fortnightly
MS02	JIRA Sprint Status Reports on Engineering Tickets cleared /tickets outstanding at end of each Sprint	Share up to date accurate MI with Delivery Manager (to report progress on improving the teams performance in reducing the number of committed engineering JIRA tickets that remained outstanding at end of sprint)	End of each sprint
MS03	JIRA Velocity Reporting on Engineering story points or tickets committed / cleared by team	Share up to date accurate MI with Delivery Manager reporting on the convergence of the number of JIRA engineering tickets both committed and then cleared and the improvement of the overall number of engineering tickets cleared	End of each sprint

### Additional considerations:

This Call-Off Contract is for the Resource driven Services, with outcome based deliverables detailed in the individual Statements of Work attached in Appendix 1 and may be amended in accordance with the change control procedure set out therein and any other subsequent Statements of Work that may be applied to this Call-Off Contract. The charging structure is on Time and Materials.

Prior to the Supplier substituting any Supplier Staff, the Supplier shall:

- confirm to the Buyer that it can continue to deliver the services using personnel who are on your payroll and/or through subcontracts and/or umbrella company with full PAYE and NI deducted for such personnel at source and therefore fully compliant within IR35 rules and legislation so as not to breach the terms of the DOS 05 Framework.
- obtain Buyer's approval for staff substitution

**Supplemental requirements in addition to the Call-Off terms:**

**Non-solicitation:** Neither party shall, without the other's consent, during this Agreement or for twelve months from expiry or termination of this Agreement, directly or indirectly solicit or entice away (or seek to attempt to solicit or entice away) from the employment or engagement of the other party any person employed or otherwise engaged by such other party in the provision of the Services or (in the case of the Buyer) in receipt and/or administration of the Services. If either party breaches the non-solicitation clause such party will pay to the other the employee's annual salary, which is a genuine pre-estimate of the loss that will be suffered by the other party as a result of the breach.

**HMG Baseline Personnel Security Standard (BPSS):**

The Supplier will comply with HMG Baseline Personnel Security Standard (BPSS)/ Government Staff Vetting Procedures Version 6.08/01/2015 attached below in respect of all persons who are employed or engaged by the Supplier in provision of Services under this Call-Off Contract, unless alternative agreement of Personnel Security is already in place between the Department and the Supplier. The HMG Baseline Personnel Security Standard / Government Staff Vetting Procedures Version 6.08/01/2015 do not require a security check as such but a package of pre-employment checks covering identity, employment history, nationality/immigration status and criminal records designed to provide a level of assurance.

The Supplier shall provide BPSS clearance for Supplier Staff and SC clearance for Supplier Staff requiring privileged access, in order to deliver the Services



BPSS Document.pdf

The Supplier also confirms its compliance with Buyer requirements in providing BPSS clearance for all staff and SC clearance for all staff requiring privileged access, in order to carry out any elements of either service activities from SOW 1 as are appropriate and required by Buyer.

**Worker Engagement Route has been determined as out of IR35 scope.**

The Supplier shall provide the information set out below to the Buyer and shall comply with the obligations set out below, so that the Buyer can comply with its obligations with regards to the off-payroll working regime."

- a.1 Supplier Staff Name(s)
- a.2 Start and End date of the Engagement
- a.3 The contracted Day Rate of the Supplier Staff
- a.4 Is (Are) the Supplier Staff on a payroll and are deductions of PAYE and National Insurance made at source? Yes/No
- a.5 If "yes", please provide fee payer details for each of the Supplier Staff (eg, Supplier PAYE, Agent PAYE, Umbrella Company)
- a.6 The Supplier must notify the Buyer If the employment status of the Supplier Staff for tax purposes changes so that a fresh determination may be made as set out at a.2 to a.5 above

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a.7 The provisions at a.2 to a.7 above must be reviewed in the event of any proposed changes to this Order.

**TUPE:**

The Buyer and Supplier agree that TUPE will not be applicable in the course of this Call-Off contract.

## Joined Schedules

### Joint Schedule 11 (Processing Data) RM1043.7

#### Definitions

- 1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

Term	Definition
<b>Processor Personnel</b>	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract.

#### Status of the Controller

- 2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) "Controller" in respect of the other Party who is "Processor";
- (b) "Processor" in respect of the other Party who is "Controller";
- (c) "Joint Controller" with the other Party;
- (d) "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (Processing Personal Data) which scenario they think shall apply in each situation.

#### Where one Party is Controller and the other Party its Processor

- 3 Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (Processing Personal Data) by the Controller.
- 4 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 5 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged Processing and the purpose of the Processing;
  - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 6 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;

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- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Personal Data Breach;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (c) ensure that :
    - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (Processing Personal Data));
    - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - A. are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (Data protection), 15 (What you must keep confidential) and 16 (When you can share information);
      - B. are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
      - C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
      - D. have undergone adequate training in the use, care, protection and handling of Personal Data;
  - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
    - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
    - (ii) the Data Subject has enforceable rights and effective legal remedies;
    - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
    - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
  - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 7 Subject to Paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);

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- (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Personal Data Breach.
- 8 The Processor's obligation to notify under Paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- 9 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 10 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
  - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
  - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 11 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 12 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 13 Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
  - (b) obtain the written consent of the Controller;

- (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
  - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 14 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 15 The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

### **Where the Parties are Joint Controllers of Personal Data**

- 17 In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement Paragraphs that are necessary to comply with GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11 (Processing Data).

### **Independent Controllers of Personal Data**

- 18 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 19 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 20 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 21 The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- 22 The Parties shall only provide Personal Data to each other:
- (a) to the extent necessary to perform their respective obligations under the Contract;
  - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
  - (c) where it has recorded it in Annex 1 (Processing Personal Data).
- 23 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.

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- 24 A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
- 25 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("Request Recipient"):
  - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 26 Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
  - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - (b) implement any measures necessary to restore the security of any compromised Personal Data;
  - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 27 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (Processing Personal Data).
- 28 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (Processing Personal Data).
- 29 Notwithstanding the general application of Paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 18 to 27 of this Joint Schedule 11.



## Annex 1: Processing Personal Data

- 1 This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.
- 1.1 The contact details of the Relevant Authority's Data Protection Officer are: [REDUCTED]
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDUCTED]
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b> The Parties acknowledge that in accordance with Paragraph 2 to Paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• N/A</li> </ul>
	<p><b>The Supplier is Controller and the Relevant Authority is Processor</b> 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:</p> <ul style="list-style-type: none"> <li>• N/A</li> </ul>
	<p><b>The Parties are Joint Controllers</b> The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:  <b>The Parties are Independent Controllers of Personal Data</b>  The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: <b>n/a</b></p> <ul style="list-style-type: none"> <li>• Business contact details of Supplier Personnel for which the Supplier is the Controller,</li> </ul>

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	<ul style="list-style-type: none"> <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> <li>n/a</li> </ul>
Duration of the Processing	Duration of this Call Off Contract
Nature and purposes of the Processing	The Nature and Purpose of the Processing does not require access to Personal Data by the Supplier.
Type of Personal Data	No Types of Personal Data Processed are defined in the Personal Data Processing Instructions, as the Controller permits no Processing.
Categories of Data Subject	No Categories of Data Subjects are defined in the Personal Data Processing Instructions, as the Controller permits no Processing.
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

