Order Form

CALL-OFF REFERENCE: con 5153

CALL-OFF TITLE: Office for Product Safety and Standards

(OPSS)- Digital and Data Resource

CALL-OFF CONTRACT

DESCRIPTION:

The Buyer requires a flexible contract that can provide resources able to supplement OPSS service teams and delivery key projects using specialist roles in data architecture, gov.uk, and MS Dynamics services. Technical and business facing roles have been identified to deliver on OPSS's organisational requirements. The Call-Off Contract will enable the Supplier to provide the following required specialist roles: Technical and Data Architects, Software Developers, Power BI Engineers, Business Analysts, User Researchers, Designers, and Automated Testers.

THE BUYER: Secretary of State for the Department for Business and Trade

BUYER ADDRESS Old Admiralty Building, London, SW1A 2DY

THE SUPPLIER: Triad Group PLC

SUPPLIER ADDRESS: Huxley House, Weyside Park, Catteshall lane,

Godalming, Surrey, GU7 1XE

REGISTRATION NUMBER: 02285049

DUNS NUMBER: 399969443

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 24 October 2023.

It's issued under the Framework Contract with the reference number RM6263 for the

Framework Ref: RM6263 Project Version: v1.0 Model Version: v3.7

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provision of Digital Specialists and Programmes Deliverables.

The Parties intend that this Call-Off Contract will not, except for any Statement ofWork,oblige the Buyer to buy or the Supplier to supply Deliverables. The Buyer reserves the right to issue Statements of Work at regular intervals and specify resource requirement. By entering into the Call-Off Contract the Supplier is confirming that it will make available skilled resource up to the maximum requirement.

The Parties agree that when a Buyer seeks Deliverables from the Supplier under the Call-Off Contract, the Buyer will execute a 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). Once this is done (provided the requirement is within the scope of the maximum requirement under this Call-Off Contract), the Supplier will provide the Deliverables as required.

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 2- Digital Specialists

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:

- 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
 - o Joint Schedule 2 (Variation Form)
 - o Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - o Joint Schedule 10 (Rectification Plan)
 - o Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - o Joint Schedule 13 (Cyber Essentials)
 - Call-Off Schedules for RM6263
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - o Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)

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- Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliveries)
- o Call-Off Schedule 7 (Key Supplier Staff)
- o Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- o Call-Off Schedule 9 (Security)
- o Call-Off Schedule 10 (Exit Management)
- o Call-Off Schedule 13 (Implementation Plan and Testing)
- o Call-Off Schedule 15 (Call-Off Contract Management)
- o Call-Off Schedule 18 (Background Checks)
- o 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 bythe 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:

- The Supplier shall carry out appropriate pre-employment checks (as required by the Buyer) prior to the appointment of an individual in connection with the Services (including but not limited to references, medical clearance, proof of right to work in the UK, professional registration/qualifications and the issuing of a satisfactory Disclosure and Barring Certificate by the Disclosure and Barring Service, where relevant).
- 2. Without affecting the Supplier's rights and obligations as an employer, the Buyer may, to the extent reasonably necessary to protect the standards and/or reputation of the Buyer and following consultation with the Supplier, request the Supplier to remove from the Services (or any relevant part of them) any person or member of staff and the Supplier shall forthwith comply with such request. The Buyer shall not in any circumstances be liable to any such person or member of Staff or to the Supplier in relation to any such removal, and the Supplier shall fully and promptly indemnify the Buyer in respect of any losses, expenses (including legal expenses) and claims brought by any such person arising from their removal instructed pursuant to this clause.
- 3. This Call Off Contract constitutes a contract for the provision of services and not a contract of employment.
- 4. For the avoidance of doubt, the Parties do not intend staff working on or in

respect of this Call Off Contract to be off-payroll working through an intermediary for the purposes of IR35. The Supplier must promptly notify the Buyer in writing if the status of any Staff changes in the case where they fall within IR35.

- 5. To the greatest extent permissible by law, the Supplier shall be liable for and shall fully and promptly indemnify and keep indemnified the Buyer for and in respect of:
 - any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the staff provided by the Supplier and the performance of the Services;
 - all reasonable costs, expenses (including legal expenses) and any penalty, fine or interest incurred or payable by the Buyer in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and
 - any liability arising from any employment related claim or any claim based on worker status or IR35 (including reasonable costs and expenses (including legal costs)) brought by any member of staff of the Supplier, the Supplier or any sub-contractor of the Supplier arising out of or in any way in connection with the provision of the Services.
- 6. The Buyer may require those members of the Supplier's staff who undertake the Services to work from secure systems of the Buyer and to comply with policies related to use of those systems. To the greatest extent permissible by law, the Supplier shall be liable for and shall fully and promptly indemnify and keep indemnified the Buyer for and in respect of any breach of the policies related to the secure systems of the Buyer.
- 7. In terms of any work or activities undertaken by the staff of the Supplier under this Call-Off Contract, such work (regardless of its nature) shall be considered "New IPR" and shall be subject to the provisions of clause 9.2 of the Core Terms.

CALL-OFF START DATE: 24 October 2023

CALL-OFF EXPIRY DATE: 31 March 2025
CALL-OFF INITIAL PERIOD: 1 year, 7 months

CALL-OFF OPTIONAL

EXTENSION PERIOD: 4 months 2 weeks

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MINIMUM NOTICE PERIOD

FOR EXTENSION(S): 3 months

CALL-OFF CONTRACT VALUE: Up to £4,966,666.67 (excluding VAT)

KEY SUB-CONTRACT PRICE: N/A

CALL-OFF DELIVERABLES

Means the provision of resources in positions described in Schedule 20 (Call-Off Specification) and up to the quantities described in Schedule 20. The exact quantities will be set out in the Statement of Works.

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:

- See Schedule 20 (Call-Off Specification).

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the CoreTerms, as amended by the Framework Award Form Special Terms.

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £800,000.

CALL-OFF CHARGES

The Call-Off Charges will be in accordance with the Capped Time and Materials charging method. The only amounts payable by the Buyer to the Supplier under this Call-Off Contract shall be the Monthly Payment calculated in accordance with the following. Payments shall be due monthly and in arrears.

Monthly Payment in respect of each role provided pursuant to a Statement of Works in a month = A x B

Where:

A = Number of full 7.5 hour days worked by the Role Requested

B = The Rate for that role in line with the following table

| Role | Day Rate (excl VAT) National | Day Rate (excl VAT) National Home |
|----------------------------|------------------------------|-----------------------------------|
| DataEngineer | | |
| Data Analyst | | |
| BusinessAnalysis | | |
| Delivery | | |
| TestEngineer | | |
| DataArchitect | - | |
| SoftwareDeveloper | | |
| TechnicalArchitect | | |
| GraphicInteractionDesigner | | |
| UserResearcher | | |

No amounts will be paid where the role is not requested pursuant to a Statement of Works.

The Charges will not be impacted by any change to the Framework Prices.

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

None

PAYMENT METHOD

Invoices to be submitted monthly to the invoice address below, and paid in arrear following receipt of a correct and valid invoice. Invoices must include the contract

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reference code (first page of this Order Form) and the PO number (to be generated following contract signature).

BUYER'S INVOICE ADDRESS:

C/O Department for Business and Trade

UK SBS

Queensway House

West Precinct

Billingham

TS23 2NF

(To be CC'd-

BUYER'S AUTHORISED REPRESENTATIVE

BUYER'S ENVIRONMENTAL POLICY

Available upon request

BUYER'S SECURITY POLICY

Available upon request

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



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

Known at Statement of Work Level

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KEY SUBCONTRACTOR(S)

Bit Zesty

Affinity Digital

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information (Joint Schedule 4- Commercial Sensitive Information)

SERVICE CREDITS

Not applicable.

ADDITIONAL INSURANCES

Not applicable.

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender).

STATEMENT OF WORKS

During the Call-Off Contract Period, the Supplier shall be required to keep and make available resources up to the amount set out in Schedule 20 (Call-Off Specification). The Buyer shall submit Statements of Works for periods in the term of the Call-Off Contract stating the resource required for a period of time. This Statement of Works shall form the basis of any Services requested. The Supplier shall not be required to approve any Statement of Work where it confirms a requirement in line with the amount of resource required in Schedule 20 (Call-Off Specification) and any Statement of Work issued in line with Schedule 20 (Call-Off Specification) shall be binding on the Supplier.

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 Annex1 to the Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules).

Annex 1 (Template Statement of Work)

1. STATEMENT OF WORK ("SOW") DETAILS

Upon execution, this SOW forms part of the Call-Off Contract (reference below). The SOW is to be issued by the Buyer from time to time.

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 notapply 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: | 24 October 2023 |
|----------------|--|
| SOW Title: | Office for Product Safety and Standards (OPSS) Digital – Digital and Data Resources |
| SOW Reference: | SOW1 |

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| Call-Off Contract Reference: | Con_5153 |
|---------------------------------|---------------------------------------|
| Buyer: | The Department for Business and Trade |
| Supplier: | Triad Group Plc |
| SOW Start Date: | 24 October 2023 |
| SOW End Date: | 31 March 2025 |
| Duration of SOW: | 1 year, 5 months |
| Key Personnel (Buyer) | |
| Key Personnel (Supplier) | See below |
| Subcontractors | Bit Zesty Affinity Digital |

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT

SOW Deliverables Background

A call off contract is required that can supply a range of specialist roles needed to fill our Data Architecture, GOV.UK, and MS Dynamics service teams. This includes Data Architects, Data Engineers, Data Analysts, Software Developers (across four languages: Ruby on Rails, Drupal, MS Dynamics and .NET), Business Analysts, User Researchers, Designers (service, interaction and content), Delivery Managers, and Automated Testers. The supplier must be able to provide appropriately skilled technical roles across all code bases.

The projects to be worked on are Data Architecture, Product Safety Database (PSD), Submit Cosmetic Product Notifications (SCPN), Primary Authority Register (PAR), UK Market Conformity Assessment Bodies (UKMCAB), Enquires Case Management (ECM) and a technology project to rationalise laboratory information management systems. All are in different stages and will need the various roles.

Delivery phase(s)

The Data Architecture project has recently completed its Discovery phase and is now in the Alpha phase. Discovery work established an understanding of OPSS's current data landscape and infrastructure. Recommendations were made around infrastructure and governance to take forwards as part of a wider body of work called the 'Data Transformation Programme'. On infrastructure in particular, recommendations around establishing a data warehouse with associated data pipelines was made to support OPSS's analytical requirements, with a proof of concept proposal to be built in the Alpha phase. There will be additional work to understand how OPSS manages its reference data. This work will also involve a wider discovery piece to assess the user and business need for bringing in external data via web scraping.

The PSD and SCPN services are GOV.UK services which have been built to the GDS service standard using a Ruby on Rails technology stack. PSD has been in Public Beta since November 2019 and SCPN has been in Public Beta since January 2021. The PSD is in a continuous development state with improvements to date focused on the user interface and data quality, with a strong body of work to take it through the 23/24 and 24/25 financial years. The SCPN service has undergone continuous development, with a focus on moving from Public Beta to Live by the end of 2023. Recent work has focused on meeting

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business and user needs, in particular establishing support for BAU in Live.

PRISM is a project that has completed its Discovery and Alpha phases and is due to be integrated with the GOV.UK PSD service as part of the Ruby on Rails technology stack. This work can be considered as part of the development of PSD, so is not deliverable by a separate service team.

PAR went live in 2018 and is currently in Public Beta undergoing a limited level of continuous development. It is a GOV.UK service built to the GDS service standard and has been built on the Drupal technology stack. Due to the age of the technology stack, there will be a need to run a PAR discovery and rebuild it in a more modern technology.

UKMCAB is a GOV.UK service built to GDS standards, built on the .NET technology stack and has moved into Public Beta as of May 2023 in a continuous development state. The roadmap moves this service in to Live by the end of FY 2023/24.

ECM is a Live internal service which has replaced several legacy case management tools across OPSS. The services is built on the MS Dynamics technology stack, as the service is internal facing it is not strictly built to the GOV.UK service standard, but follows best practice for user centred design and technology / security requirements. The current development roadmaps have been agreed with the respective business owners and further user centred design resources are required to support implementation of iterative development.

BPU is an existing service that was delivered very quickly to a small budget to meet business requirements, however, was delivered to minimal requirements. An internal discovery has taken place with the possibility of integration with ECM.

The laboratory information management technology project is currently in the discovery phase and is looking to ensure security best practices and departmental hardware and software are used to meet the user needs of technicians in the OPSS Teddington office. This project will progress to deliver improved technology, software and business processes across laboratory teams

Overview of Requirement

A call off contract that can supply a range of specialist roles needed to fill our Data Architecture, GOV.UK, and MS Dynamics service teams. This includes Data Architects, Data Engineers, Data Analysts, Software Developers (across four languages: Ruby on Rails, Drupal, MS Dynamics and .NET), Business Analysts, User Researchers, Designers (service, interaction and content), Delivery Managers, and Automated Testers. The supplier must be able to provide appropriately skilled technical roles across all code bases.

The projects to be worked on are Product Safety Database (PSD), Submit Cosmetic Product Notifications (SCPN), Primary Authority Register (PAR) and UK Market Conformity Assessment Bodies (UKMCAB). All are in different stages of the digital service lifecycle and will need a blend of the various roles listed above.

Specialist resources will need to provide mentoring and coaching of Civil Servants (where specified) in parallel to delivery.

The contract will provide resource for Data Architecture for an initial period to the end of the current financial year (23-24). The next financial year (24-25) will include a requirement to resource both the Data Architecture and OPSS's core digital services.

| Accountability Models | Please tick the Accountability Model(s) that shall be used under this Statement ofWork: Sole Responsibility:□ |
|--------------------------|--|
| | Self Directed Team: X |
| | Rainbow Team: X |
| | |

| 3. BUYER REQUIREMENTS – SOW DELIVERABLES | | | |
|--|---|---|-------------|
| Outcome Description | Delivery of project roadmaps for data and O | PSS's digital services into the 2024 / 2025 finan | cial year. |
| Milestone Ref | Milestone Description | Acceptance Criteria | Due date |

| | Delivery of a proof of concept using PSD | January – February 2024 | |
|---------------------------|---|-----------------------------|----------------------|
| MS01 | data for the data architecture work to | panuary – rebruary 2024 | |
| | enable transition to public Beta | | |
| MS02 | Delivery of the digital service roadmaps across the core digital services for 2024/2025 | 2024 / 2025 | |
| | | | |
| | | | |
| Delivery Plan | Delivery will be as per the roadmaps which a | are established on the proj | jects. |
| Dependencies | Dependencies exist with the central Departn assurance, but also for work being conducte | | |
| Supplier Resource Plan | Data Architecture Resource | | |
| | Resource | SFIA Level | Resource Quantity |
| | Data governance manager | SFIA level | Up to 1 |
| | Data Architecture | SFIA level | Up to 1 |
| | Delivery Manager (20% coaching) | SFIA level | Up to 1 |
| | Data Engineer | SFIA level | Up to 2 |
| | Business Analyst (20% coaching) | SFIA level | Up to 2 |
| | Data Analyst (20% coaching) | SFIA level 5 | Up to 2 |
| | User researcher (20% coachi | SFIA level ng) 5 | Up to 1 |
| | Performance analyst (20% coaching) | SFIA level 5 | Up to 1 |
| | GOV.UK & MS Dynamics Resour | | |
| | Resource | SFIA Level | Resource Quantity |
| | Developer (Ruby on Rails, Dr and .NET)) | 5 | Up to 7 |
| | Technical Lead | SFIA level 5 | Up to 1 |
| | Delivery Manager (20% coaching) | SFIA level 5 | Up to 3 |
| | Designer (Service, UI/UX and Content) (20% coaching) | SFIA level 5 | Up to 2 |
| | Business Analyst (20% coach | SFIA level 5 | Up to 2 |
| | User Researcher (20% coach | • | Up to 2 |
| | Automated Tester (20% | SFIA level | Up to 2 |

| | coac | hing) | | 5 | | | |
|-----------------------------------|---|-----------------|---|--|------------|--------------|-------|
| | | G/ | | | | | 7 |
| | | | | | | | |
| | | | | | | | |
| Security Applicable to SOW: | and De (Securi | liverables, hav | s that all Supplier Stafi re completed Supplier Staff) of Part B – Anne | Staff Vetting in acco | rdance wit | th Paragraph | 6 |
| | All Sup | plier Staff mu | st hold SC Clearance. | | | | |
| Cyber Essentials Scheme | the wo | | ne Supplier to have and under this SOW, in ac | - | | | e for |
| SOW Standards | Not Ap | plicable | | | | | |
| Performance Management | Our GOV.UK services should be built to the GDS service standard, follow user centred design principles and be built to meet accessibility requirements. All services should meet technical and security best practice as outlined by both the GDS service standard and NCSC (National Cyber Security Centre). | | | | | | |
| | | KPI/SLA | Service Area | KPI/SLA description | | Target | |
| | | 1 | Sprint Completion | Review of com tickets through 2-week sprint | plete | 90% | |
| | | 2 | Sprint Velocity | Review of velo within each 2-v sprint | • | 90% | |
| | | 3 | Quality | Review of com tickets against testing and QA establish qualit work | . to | 90% | |

| 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 Annex1 attached to this Statement of Work. | | |
|----------------------------|---|-----------|--|
| Key Supplier Staff | Key Role | Key Staff | Contract Details Triad employee Triad employee |

| Worker Engagement Status | Outside IR35 |
|--------------------------------|--|
| [SOW Reporting Requirements:] | Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call-Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only: Not Applicable |

| Call Off Contract | The applicable charging method | d(s) for this SOW is: | | |
|--------------------------|---|---------------------------------|------------------------------------|--------|
| Charges | Time and Materials | | | |
| | The estimated maximum value £4,966,666.67 | of this SOW (irrespective of | of the selected chargingmethod) is | |
| | The Charges detailed in the fine Call-Off Contract. | ancial model shall be invoi | ced in accordance with Clause4 of | the |
| | | | | |
| | | | | |
| | | | | |
| Rate Cards | | Day Rate (excl | Day Rate (excl VAT) Nationa | al Hom |
| Rate Cards Applicable | Role | Day Rate (excl VAT) National | Day Rate (excl VAT) Nationa | al Hom |
| | DataEngineer | | Day Rate (excl VAT) Nationa | al Hom |
| | DataEngineer Data Analyst | | Day Rate (excl VAT) Nationa | al Hom |
| | DataEngineer Data Analyst BusinessAnalysis | | Day Rate (excl VAT) Nationa | al Hom |
| | DataEngineer Data Analyst BusinessAnalysis Delivery | | Day Rate (excl VAT) Nationa | al Hom |
| | DataEngineer Data Analyst BusinessAnalysis Delivery TestEngineer | | Day Rate (excl VAT) Nationa | al Hom |
| | DataEngineer Data Analyst BusinessAnalysis Delivery TestEngineer DataArchitect | | Day Rate (excl VAT) Nationa | al Hom |
| | DataEngineer Data Analyst BusinessAnalysis Delivery TestEngineer DataArchitect SoftwareDeveloper | | Day Rate (excl VAT) Nationa | al Hom |
| | DataEngineer Data Analyst BusinessAnalysis Delivery TestEngineer DataArchitect SoftwareDeveloper TechnicalArchitect | | Day Rate (excl VAT) Nationa | al Hom |
| | DataEngineer Data Analyst BusinessAnalysis Delivery TestEngineer DataArchitect SoftwareDeveloper TechnicalArchitect Graphic Interaction | | Day Rate (excl VAT) Nationa | al Hom |
| | DataEngineer Data Analyst BusinessAnalysis Delivery TestEngineer DataArchitect SoftwareDeveloper TechnicalArchitect | | Day Rate (excl VAT) Nationa | al Hom |

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| Reimbursable Expenses | None |
|--------------------------|------|
|--------------------------|------|

5. SIGNATURES AND APPROVALS

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the

| Order Form and incorporated | into the Call-Off Contract and be legally binding on the Parties: |
|--|---|
| For and on behalf of the Supplier (which is required for confirmation of receipt but is not required to make an SOW legally binding) | Name and title Date Signature |
| For and on behalf of the Buyer | 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:

[TEMPLATE ANNEX 1 OF JOINT SCHEDULE 11 (PROCESSING DATA BELOW]

| Details |
|---|
| The Relevant Authority is Controller and the Supplier is Processor |
| The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data: |
| [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority] |
| The Supplier is Controller and the Relevant Authority is Processor |
| The Parties acknowledge that for the purposes of the Data Protection Legislation,the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data: |
| [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier] |
| The Parties are Joint Controllers |
| The Parties acknowledge that they are Joint Controllers for the purposes of theData Protection Legislation in respect of: |
| [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together] |
| The Parties are Independent Controllers of Personal Data |
| The Parties acknowledge that they are Independent Controllers for the purposesof the Data Protection Legislation in respect of: |
| Business contact details of Supplier Personnel for which the Supplier isthe Controller, |
| Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller, [Insert] the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and |
| |

Pramework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2021 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 useby 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 purposesof the Processing | [Please be as specific as possible, but make sure that you cover all intendedpurposes. 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 | |

| Signature Area | | | | | | |
|--------------------------------------|----------------------------|-----------------------------|------------|------|----------|-----|
| Organisation Nar Department for E | me: Business and Trade | Organisation Triad Group | | | | • |
| Role/Title: | | Role/Title: | | | | |
| Name: | | Name: | | | | • |
| Signature: | | Signature: | | | | |
| 27 | October 2023 18:25:56 CE | ST | 25 October | 2023 | 09:36:30 | BST |

(<u>dd.mm</u>.yyyy | hh:mm:ss)

(<u>dd.mm</u>.yyyy | hh:mm:ss)