

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

Order Form

CALL-OFF REFERENCE:	ecm_11972, project_26325
CALL-OFF TITLE:	Provision of Digital Specialists for Maternity Allowance Modernisation Project
CALL-OFF CONTRACT DESCRIPTION:	Delivery of specific digital outcomes and to supplement our own internal capability to ensure provision of the current live services and to develop new a Maternity Allowance digital solution
THE BUYER:	Department for Work and Pensions
BUYER ADDRESS	Caxton House, Tothill Street, London, SW1H 9NA
THE SUPPLIER:	Opencast Software Europe Limited
SUPPLIER ADDRESS:	Studio 2 The Kiln, Hoults Yard, Walker Road, Newcastle Upon Tyne, England, NE6 1AB
REGISTRATION NUMBER:	08047734
DUNS NUMBER:	218367197
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 29th August 2024.

It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

CALL-OFF LOT(S):

Lot 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:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions) RM6263
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6263
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Joint Schedule 13 (Cyber Essentials)
 - Call-Off Schedules for RM6263
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)

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- Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliveries)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14B (Service Levels and Balanced Scorecard)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 25 (Ethical Walls Agreement)
5. CCS Core Terms (version 3.0.11) & RM6263 Framework Award Form v1.1
 6. Joint Schedule 5 (Corporate Social Responsibility) RM6263
 7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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

CALL-OFF SPECIAL TERMS

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

Special Term 1 – Additional Security Clauses (DWP). Attached Below.



DWP Minimum
Security Schedule v3



DWP Offshoring
clauses only.doc

A new Clause 10 to be added to Part B: Long Form Security Requirements of Call Off schedule 9.

DWP Security and Confidentiality Requirements

10.1 BPSS Security level is required for all Supplier staff working under this the Call -Off Contract.

10.2 In the event that any security clearances other than BPSS Security level is required this will be included in the relevant Statement of Works.

10.3 Call Off Schedule 9 (Security) Part B The Long Form Security Requirements will apply to the Call Off Contract.

Special Term 2 – A new Clause 7.6 shall be added to the Core Terms:

7.6 Where the Supplier wishes to substitute any supplier staff assigned to Deliverables, the Supplier shall provide a minimum notice period of 4 weeks to the Buyer to accommodate knowledge transfer / handover unless otherwise agreed with the Buyer.

Special Term 3 – A new Clause 11 shall be added to Call Off Schedule 10 (Exit

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Model Version: v3.7

Management).

Within 10 days of termination or expiry of the relevant Statement of Work, the Supplier shall deliver to the Buyer all equipment provided by the Buyer to the Supplier and the Supplier Staff for use in the provision of the Services and all other materials (together with materials containing Intellectual Property Rights), access keys, documents, and information provided to the Supplier or the Supplier Staff.

The Supplier shall ensure such property shall be handed back to the Buyer in good working order (allowance shall be made for reasonable wear and tear).

Special Term 4 – The provision of Clause 10.7.3 of the Core Terms shall be revised as follows:

10.7.3 Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it including terminating or suspending any or all Statements of Work made under the Call-Off Contract. If the Buyer suspends a Contract and/or Statement of Work it can provide the relevant Deliverables itself or buy them from a third party.

Special Term 5 – The following new Clauses 10.7.3A – 10.7.3D shall be added to the Core Terms:

10.7.3A Where the Buyer terminates a Statement of Work pursuant to Clause 10.7.3 under any of Clauses 10.2.2, 10.4.1, 10.4.2, 10.4.3 or 20.2 or a Statement of Work expires all of the following apply:

- (a) The Buyer's payment obligations under the terminated or expired Statement of Work stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the termination or expiry date of the Statement of Work.
- (d) The Supplier must promptly delete or return the Government Data held or received under the relevant Statement of Work except where required to retain copies by Law.
- (e) The Supplier must promptly return any of the Buyer's property provided under the terminated or expired Statement of Work.
- (f) The Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.7.3B In addition to the consequences of termination listed in Clause 10.6.1, where the Relevant Authority terminates a Statement of Work under Clause 10.4.1 the Supplier is also responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables for the rest of the Statement of Work duration.

10.7.3C In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Statement of Work under Clause 10.2.2:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long

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as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Statement of Work had not been terminated.

10.7.3D In addition to the consequences of termination listed in Clause 10.7.2A, where a Party terminates a Statement of Work under Clause 20.2 each Party must cover its own Losses.

Special Term 6 - IR35 Status- The provision of Annex 2 in this Order Form shall apply in respect of any Statement of Work concluded under this Call Off Contract.

Special Term 7

Call-Off Schedule 25 (Ethical Walls Agreement) replaced by most recent GLD version (August 2023) and the most recent GLD version will be used at the time where Ethical Walls are required.

Special Term 8 – A new Clause 7.7 shall be added to the Core Terms:

7.7 The Parties do not intend for the Agency Workers Regulations 2010 to apply in respect of any Supplier Staff provided under this contract. The Parties agree that in the event that the Agency Workers Regulations 2010 apply to any Supplier Staff the Supplier shall indemnify the Buyer both during and after the Term against all liabilities that may arise as a result of any claims brought under the Agency Workers Regulations 2010.

CALL-OFF START DATE:	1st October 2024
CALL-OFF EXPIRY DATE:	30th September 2026
CALL-OFF INITIAL PERIOD:	Two (2) Years, 0 Months
CALL-OFF OPTIONAL EXTENSION PERIOD:	a period, or periods, in aggregate of up to Six (6) Months (Subject to internal governance, business need and funding)
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	3 Months
CALL-OFF CONTRACT VALUE:	<u>Total Call-Off Contract value including 6-month extension:</u> Up to a maximum of £4,500,000.00 excluding VAT <u>Initial Period:</u> circa £3,500,000.00 excluding VAT <u>Optional Extension Period:</u> circa £1,000,000.00 excluding VAT
KEY SUB-CONTRACT PRICE:	N/A – no material sub-contractor that will perform any of the supplier obligations under this contract

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 set out in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

Performance Standard / Requirement	Description
Technology standards and guidance	All deliverables and outcomes must meet all requirements set out in the GDS Standards. Details of the Standards are set out in the following link https://www.gov.uk/service-toolkit
All services should meet the performance standards and expected	https://ddat-capability-

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skills of the roles set out in the DDaT profession capability framework	framework.service.gov.uk/index.html
GDS Service Standards	https://www.gov.uk/service-manual/service-standard
All services to adhere to the government design system, (unless agreed otherwise with the service Contracting Authority).	https://design-system.service.gov.uk/
Accessibility	https://www.gov.uk/service-manual/helping-people-to-use-your-service https://www.w3.org/TR/WCAG22/
All work delivered to be GDPR compliant and in line with departmental policies.	https://www.gov.uk/guidance/the-technology-code-of-practice https://www.gov.uk/service-manual/agile-delivery https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/ https://www.gov.uk/data-protection

CYBER ESSENTIALS SCHEME

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

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£1,750,000.00 (exc. VAT)** Estimated Charges in the first 12 Months of the Contract.

CALL-OFF CHARGES

The Buyer may use any of the charging methodologies listed below and the Parties will agree for each SOW:

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- (1) Capped Time and Materials (CTM);
- (2) Incremental Fixed Price;
- (3) Time and Materials (T&M);
- (4) Fixed Price; or
- (5) A combination of two or more of the above Charging methods.

The Day Rates are fixed for the duration of the Call-Off Contract term, including any extension period agreed by the Parties.

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

The Call-Off Contract has no minimum spend or volume commitments.

The total published Total Contract Value (TCV) will be up to £4,500,000.00 (ex VAT). This is published as an indication to the market of the maximum amount which could be spent through this contract and shall not be taken by the Supplier as a commitment or a forecast or likely revenue. The Supplier recognises the published TCV is the maximum spend permitted under this contract and will alert the Buyer before accepting any such request which would take the total charges beyond the published TCV. The Buyer shall not be liable for any charges above the published TCV unless the Supplier has notified the Buyer and the parties have agreed a change to this provision through the change control process.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4 and 5 (if used) in Framework Schedule 3(Framework Prices).

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

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

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

PAYMENT METHOD

Payment

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

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Payment for this Call-Off Contract will be made via BACS (Bankers Automated Clearance Service).

Milestone Payments

On the Achievement of a Milestone the Supplier shall be entitled to invoice the Buyer for the Milestone Payment associated with that Milestone.

Each invoice relating to a Milestone Payment shall be supported by:

- a) Milestone Achievement Certificate; and
- b) where the Milestone Payment is to be calculated by reference to a Time and Materials pricing mechanism with the relevant supporting documentation.

Service Charges

Service Charges based on a Time and Materials pricing mechanism shall be invoiced by the Supplier monthly in arrears.

If a Service Charge is to be calculated by reference to a Fixed Price pricing mechanism the Supplier shall invoice the Buyer on the conclusion of the Service following Acceptance by the Buyer.

BUYER'S INVOICE ADDRESS

The Supplier shall submit all invoices and Supporting Documentation through the Buyer's electronic system SOP or if that is not possible to:

Newport SSCL
Department for Work and Pensions
PO Box 406
Newport
NP10 8FZ
[REDACTED FOI 40]

with a copy (again including any Supporting Documentation) to such other person and at such place as the Buyer may notify to the Supplier from time to time.

BUYER'S AUTHORISED REPRESENTATIVE

Name: [REDACTED FOI 40]
Role: Deputy Director – DWP Digital Children and Families
Phone: [REDACTED FOI 40]
Email: [REDACTED FOI 40]
Address: Benton Park View, Newcastle Upon Tyne, NE98 1YX

BUYER'S ENVIRONMENTAL POLICY

The buyer is in the process of developing its environmental policy and intend to introduce this as part of the variation process.

BUYER'S SECURITY POLICY

See Special Term 1

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED FOI 40]

Industry Director

[REDACTED FOI 40]

[REDACTED FOI 40]

SUPPLIER'S CONTRACT MANAGER

[REDACTED FOI 40]

Client relationship Director

[REDACTED FOI 40]

[REDACTED FOI 40]

PROGRESS REPORT FREQUENCY

On the 5th Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Monthly service review to discuss performance of KPIs, performance, risk and any challenges.

KEY STAFF

[REDACTED FOI 40]

Client Relationship Director

[REDACTED FOI 40]

Opencast Permanent Employee

[REDACTED FOI 40]

Client Relationship Manager

[REDACTED FOI 40]

Opencast Permanent Employee

[REDACTED FOI 40]

Industry Director

[REDACTED FOI 40]

Opencast Permanent Employee

KEY SUBCONTRACTOR(S)

Supplier to provide the Buyer with records and details of Key Subcontractor(s) such as registered names, address, telephone number and key contact individual during the Contract Period.

COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4 (Commercially Sensitive Information)

BALANCED SCORECARD

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

KPIs

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

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

Material KPIs	Target	Measured by
1. Supplier Staff replacement – poor performance of individual	Target Performance Level: No replacements needed	Number of resources requested to be replaced due to poor performance of individual
2. Fulfilment Rate	Target Performance Level: 95%	Time taken from Supplier receiving a resource requirement to identifying proposed resources.
3. Reporting	Target Performance Level: All reports received within agreed timescales	Reports received within agreed reporting timescales and to acceptable quality and accuracy.
4. SOW Turnaround	Target: 99% of SOWs or variations signed within 10 working days.	Signed SOWs or variations returned within 10 working days of signature request from the Contracting Authority.
5. CV Lead Times	Target: 95% of CVs provided within 3 working days	Where the contracting Authority requests CVs from the Supplier, the Supplier shall provide suitable CVs within 3 working days (min. 2).
6. Timesheets	Target: 95% accuracy	Accurate Timesheets recording time burned for the previous week to be provided to Hiring Managers at the beginning of each working week.
7. Social Value	To be agreed at Contract Start	The measure of action taken in Theme 4: Equal Opportunity throughout the contract, to be based on the Suppliers Tender response.

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 socialvalue commitments in Call-Off Schedule 4 (Call-Off Tender)

STATEMENT OF WORKS

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED FOI 40]	Signature:	[REDACTED FOI 40]
Name:	[REDACTED FOI 40]	Name:	[REDACTED FOI 40]
Role:	Industry Director - Government	Role:	Head of DME Commercial
Date:	20 th September 2024	Date:	24 th September 2024

Appendix 1

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

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

Annex 1 (Template Statement of Work)

1. STATEMENT OF WORK ("SOW") DETAILS	
<p>Upon execution, this SOW forms part of the Call-Off Contract (reference below).</p> <p>The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.</p> <p>All SOWs must fall within the Specification and provisions of the Call-Off Contract.</p> <p>The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.</p>	
Date of SOW:	
SOW Title:	
SOW Reference:	ecm_11972 – SOW xx

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Call-Off Contract Reference:	DWP Contract Ref: ecm_11972
Buyer:	Department for Work and Pensions
Supplier:	Opencast Software Europe Limited
SOW Start Date:	
SOW End Date:	
Duration of SOW:	
Key Personnel (Buyer)	
Key Personnel (Supplier)	
Subcontractors	

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT

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

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:	<p>The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).</p> <p>[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW: <i>insert if necessary</i>]</p>		
Cyber Essentials Scheme	<p>The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme).</p>		
SOW Standards	<p>Standards applicable to this SOW:</p> <ul style="list-style-type: none"> Standards detailed in the specification in Framework Schedule 1 (Specification). Standards detailed by the Buyer in the Order Form, Call-Off Schedules, Joint Schedules or agreed between the Parties. Relevant Government codes of practice and guidance. <p>Delivery Lead to insert any additional standards specific to this SOW at SOW draft.</p>		

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Performance Management	<p>Supplier Performance will be measured in accordance with Call-Off Schedule 14B Service Levels and Balanced Scorecard.</p> <p>The below KPIs will be applicable to this SOW and will have a material impact on Contract Performance:</p> <p>[Insert details of Material KPIs that have a material impact on Contract performance]</p> <table><tr><th>Material KPIs</th><th>Target</th><th>Measured by</th></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table> <p>[Insert KPIs – See Call-Off Schedule 14B (Service Levels and Balanced Scorecard)]</p>	Material KPIs	Target	Measured by												
Material KPIs	Target	Measured by														
Additional Requirements	<p>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.</p>															
Key Supplier Staff	<table><tr><th>Key Role</th><th>Key Staff</th><th>Contract Details</th></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table> <p>[Indicate: whether there is any requirement to issue a Status Determination Statement]</p>	Key Role	Key Staff	Contract Details												
Key Role	Key Staff	Contract Details														
Worker Engagement Status	<p>The Supplier confirms to the Buyer that the Supplier shall endeavour to deliver the Services using resources who are on Supplier payroll and/or through subcontract via Buyer-approved Subcontractors with full PAYE and NI deducted for such resources at source in compliance with the Off Payroll Workers Legislation.</p> <p>See Special Term 6 IR35 Status in the Order Form</p>															
SOW Reporting Requirements:	<p>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:</p> <table><tr><th>Ref.</th><th>Type of Information</th><th>Which Services does this requirement apply to?</th><th>Required regularity of Submission</th></tr><tr><td>1.</td><td>SOW Charges Report</td><td></td><td></td></tr><tr><td>1.1</td><td>Detailed breakdown of actual and forecast charges against each Statement of Work</td><td>To be added at SOW draft</td><td>Monthly – no later than 5th Working Day of each calendar month</td></tr></table>	Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission	1.	SOW Charges Report			1.1	Detailed breakdown of actual and forecast charges against each Statement of Work	To be added at SOW draft	Monthly – no later than 5 th Working Day of each calendar month			
Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission													
1.	SOW Charges Report															
1.1	Detailed breakdown of actual and forecast charges against each Statement of Work	To be added at SOW draft	Monthly – no later than 5 th Working Day of each calendar month													

4. CHARGES	
Call Off Contract Charges	<p>The applicable charging method(s) for this SOW is:</p> <ul style="list-style-type: none"> • [Capped Time and Materials] • [Incremental Fixed Price] • [Time and Materials] • [Fixed Price] • [2 or more of the above charging methods] <p>[Buyer to select as appropriate for this SOW]</p> <p>The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p>
Rate Cards Applicable	<p>As contained in Call-Off Schedule 5 – Pricing Details and Expenses Policy under section 2 Day Rates.</p> <p>2.1 – Rate Card</p>
Financial Model	[Supplier to insert its financial model applicable to this SOW]
Resource Cost:	£xxx
Reimbursable Expenses	<p>Reimbursable Expenses are capped at £[Insert]</p> <p>Reimbursable Expenses will be charged in accordance with Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy).</p> <p>The Supplier shall formally request permission of the Buyer prior to committing to any Business Travel or Accommodation booking associated with the delivery of this SOW.</p>

Resource Profile

Supplier to insert the Resource Profile – if Resource SOW. This should include: Role, SFIA Level, Onshore/Offshore, Day Rate, No of Days, Total Cost.

5. SIGNATURES AND APPROVALS

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off contract and be legally binding on the Parties:

For and on behalf of the Supplier	Name: Title: Date: Signature:
For and on behalf of the Buyer	Name: Title: Date: Signature

ANNEX 1

Data Processing

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

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

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> [Insert] the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority] <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p>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"> [Insert] the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier] <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> [Insert] the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together] <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> Business contact details of Supplier Personnel for which the Supplier is the Controller, Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller, [Insert] the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1)

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

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	<p><i>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]</i></p> <p>[Guidance] where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
Duration of the Processing	<i>[Clearly set out the duration of the Processing including dates]</i>
Nature and purposes of the Processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>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.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]</i>
Categories of Data Subject	<i>[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.]</i>
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	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

ANNEX 2 - IR35 STATUS



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