

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

Call-Off Ref: RM1043.8

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**Order Form**

Call-Off Reference: **[REDACTED]**

Call-Off Title: Community Payback (Unpaid Work) Beta

Call-Off Contract Description: Provision of services for a beta phase, developing new bespoke software for Community Payback (Unpaid Work).

The Buyer: Ministry of Justice

Buyer Address: 10 South Colonnade, Canary Wharf, London, E14 4PU

The Supplier: The Dextrous Web Ltd

Supplier Address: Studio 1.05c Level 1, Department Leeds Dock, 4 The Boulevard, Leeds LS10 1PZ

Registration Number: 06617101

DUNS Number: 211267270

SID4GOV ID: [Insert if known]

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**Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 18 July 2025.

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes Deliverables.

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

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

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

**Call-Off Lot**

LOT1 Digital Outcomes

**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) RM1043.8
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.8
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) RM1043.8

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- Call-Off Schedules for RM1043.8
  - Call-Off Schedule 1 (Transparency Reports)
  - 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) – Part A
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-Off Schedule 26 (Cyber Essentials Scheme)

5 CCS Core Terms (version 3.0.11)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8

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**

None

Call-Off Start Date: 28 July 2025

Call-Off Expiry Date: 27 March 2026

Call-Off Initial Period: 8 Months

Call-Off Optional Extension Period: 4 Months

Minimum Notice Period for Extensions: 1 Month

Call-Off Contract Value: £1,900,000.00 ex. VAT

**Call-Off Deliverables**

See details in Call-Off Schedule 20 (Call-Off Specification)]

**Warranty Period**

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least 90 days against all obvious defects, and in relation to the warranties detailed in Paragraphs 4 (licensed Software warranty) and 9.6.2 (Specially Written Software and New

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IPRs) of Call-Off Schedule 6 (IPRs and Additional Terms on Digital Deliverables).

**Buyer's Standards**

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

Refer to Call-Off Schedule 20 (Call-Off Specification) for standards including required security standards.

**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**

[REDACTED]

**Call-Off Charges**

[REDACTED]

**Reimbursable Expenses**

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

**Payment Method**

[REDACTED]

**Buyer's Invoice Address**

[REDACTED]

**Buyer's Authorised Representative**

[REDACTED]

**Buyer's Environmental Policy**

Document: Climate change and environmental sustainability: MOJ

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available online at: <https://www.gov.uk/guidance/ministry-of-justice-climate-change-and-sustainability>

**Buyer's Security Policy**

Appended at Call-Off Schedule 9 (Security)

**Supplier's Authorised Representative**

**[REDACTED]**

**Supplier's Contract Manager**

**[REDACTED]**

**Progress Report Frequency**

Each fortnight.

**Progress Meeting Frequency**

Monthly on the first week of each quarter.

**Key Staff**

**[REDACTED]**

The Worker Engagement Route is outside IR35

**Key Subcontractor(s)**

Key subcontractor(s), where applicable, shall be identified in each respective Statement of Work

**Commercially Sensitive Information**

Not applicable.

**Balanced Scorecard**

Not used.

**Material KPIs**

**[REDACTED]**

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**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 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:

**[Buyer guidance:** execution by seal / deed where required by the Buyer]

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**Appendix 1**

**Insert** The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

**Annex 1 - Statement of Work SOW1****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:** 18 July 2025

**SOW Title:** MOJ Community Payback (Unpaid Work) Beta SOW 1 - Inception

**SOW Reference:** SOW1 - Inception

**Call-Off Contract Reference:** con\_25252

**Buyer:** Ministry of Justice

**Supplier:** The Dextrous Web (t/a dxw)

**SOW Start Date:** 28 July 2025

**SOW End Date:** 22 August 2025

**Duration of SOW:** 4 weeks

**Key Personnel (Buyer): to be confirmed**

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**Key Personnel (Supplier):**

**[REDACTED]**

**Subcontractors:**

- To be confirmed



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**2 Call-Off Contract Specification – Deliverables Context****SOW Deliverables Background:**

To ensure clear prioritisation, direction and risk mitigation for beta delivery, the Inception phase of the MOJ Community Payback (Unpaid Work) Beta will:

- document key stakeholders, confirm the team structure/ capability needs
- establish robust project governance
- conduct thorough analysis and validation of the service vision
- confirm beta scope, delivery plan and approach
- set up the foundations for development
- identify key delivery risks, gaps, constraints, and blockers
- develop a comprehensive plan for user research, testing and development

**Delivery phase(s):** Inception

**Overview of Requirement:** Inception

**3 Buyer Requirements – SOW Deliverables**

4 **[REDACTED]**

**Delivery Plan:** See milestones and associated delivery dates

**Dependencies:**

**[REDACTED]**

**Supplier Resource Plan:**

**[REDACTED]**

**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).

**Cyber Essentials Scheme:**

The Buyer requires the Supplier to have and maintain a **Cyber Essentials Certificate** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

**SOW Standards:**

**[REDACTED]**

Service manuals:

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- <https://www.gov.uk/service-manual>

Design Systems:

- <https://design-system.service.gov.uk/>
- <https://design-patterns.service.justice.gov.uk/>

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**Performance Management:**

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

**[REDACTED]****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:****[REDACTED]**

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**SOW Reporting Requirements:**

**[REDACTED]**

**5 Charges**

**Call Off Contract Charges:**

**[REDACTED]**

**Rate Cards Applicable:**

**[REDACTED]**

**Reimbursable Expenses:**

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

**6 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: **[REDACTED]**

Title: **[REDACTED]**

Date: **[REDACTED]**

Signature: **[REDACTED]**

**For and on behalf of the Buyer**

Name: **[REDACTED]**

Title: **[REDACTED]**

Date: **[REDACTED]**

Signature: **[REDACTED]**

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**Annex 1 - Data Processing**

As per Annex 1 of Joint Schedule 11 (Processing Data)

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

**Not for redistribution**

**Overview**

**[REDACTED]**

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**Call-Off Schedule 5 (Pricing Details and Expenses Policy)****1 Call-Off Contract Charges****1.1 The Supplier shall provide:**

- 1.1.1 as part of the Further Competition Procedure, its pricing for the Deliverables is in accordance with the Buyer's Statement of Requirements.
- 1.1.2 for each individual Statement of Work (SOW), the applicable Charges shall be calculated in accordance with the Pricing Mechanisms detailed in the Order Form using all of the following:
  - (a) the agreed rates for Supplier Staff and/or facilities (which are exclusive of any applicable expenses and VAT) incorporated into the Call-Off Contract; and
  - (b) the number of Work Days, or pro rata portion of a Work Day (see Paragraph 2.3.1 of Framework Schedule 3 (Framework Pricing)), that Supplier Staff work solely to provide the Deliverables and/or the provision of facilities solely to be used for the Buyer's stated purposes of providing the Deliverables and to meet the tasks sets out in the SOW between the SOW Start Date and SOW End Date.

**1.2 Further to Paragraph 2.2.2 of Framework Schedule 3 (Framework Pricing), the Supplier will provide a detailed breakdown of its Charges for the Deliverables in sufficient detail to enable the Buyer to verify the accuracy of any invoice submitted.**

This detailed breakdown will be incorporated into each SOW and include (but will not be limited to):

- a role description of each member of the Supplier Staff;
- a facilities description (if applicable);
- the agreed day rate for each Supplier Staff;
- any expenses charged for each Work Day for each Supplier Staff, which must be in accordance with the Buyer's expenses policy (if applicable);
- the number of Work Days, or pro rata for every part day, they will be actively be engaged in providing the Deliverables between the SOW Start Date and SOW End Date; and
- the total SOW cost for all Supplier Staff role and facilities in providing the Deliverables.

**1.3 If a Capped or Fixed Price has been agreed for a particular SOW:**

- the Supplier shall continue to work on the Deliverables until they are satisfactorily complete and accepted by the Buyer at its own cost and expense where the Capped or Fixed Price is exceeded; and
- the Buyer will have no obligation or liability to pay any additional Charges or cost of any part of the Deliverables yet to be completed and/or Delivered after the Capped or Fixed Price is exceeded by the Supplier.

**1.4 All risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges:**

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**Annex 1 (Expenses Policy)**

**[REDACTED]**



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**Joint Schedule 11 (Processing Data) RM1043.8****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) of the Core Terms;
    - 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 UK or 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.

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- 7 Subject to Paragraph 8 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);
  - (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 7 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 7 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 UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
  - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

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- 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 UK 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 18 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 UK 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;

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- (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 UK 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 UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- 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 UK 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.

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

Call-Off Ref: RM1043.8

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- 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 28 of this Joint Schedule 11.

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

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**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.

2 [REDACTED]

3 [REDACTED]

3.1 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

3.2 Any such further instructions shall be incorporated into this Annex.

[REDACTED]

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

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**Call-Off Schedule 4 (Call-Off Tender)**

**[REDACTED]**