

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



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Version 2

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

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Order Form

Call-Off Title: DIT – Developer and Technical Architect Capability, project_1869

Call-Off Contract Description: DIT require a supplier to provide developers and technical architects with experience to deliver and enhance the DDaT Directorate's services, through a range of short and long-term projects in accordance with GDS standards.

The Buyer: Department for International Trade (DIT)

Buyer Address: Old Admiralty Building, Westminster, London SW1A 2BL

The Supplier: Madetech Limited

Supplier Address:

Registration Number:

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

Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 14/10/2022

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

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

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

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

Call-Off Lot

Lot 1 – 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) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.7
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.7

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

- Call-Off Schedules for RM1043.7
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 20 (Call-Off Specification)

5 CCS Core Terms (version 3.0.9)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

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:

The Buyer reserves the right to treat any Tender which is caveated by reference to the UK's relationship with the EU and or COVID-19 as non-compliant and, as with any procurement exercise, a bidder in submitting its prices for evaluation does so in acceptance of all business risks and circumstances arising from time to time.

Special Term 2:

All Services and Deliverables shall be solely for the Buyer's benefit and are not intended to be relied upon by any person or entity other than the Buyer.

The Supplier neither owes nor accepts any duty to any entity other than the Buyer with respect to the Services or the Deliverables and will have no liability for any losses suffered by any other entity caused by their or any other entity's use of or reliance on the Services or Deliverables.

Special Term 3:

Except as provided within the Core Terms, the Buyer will not disclose the Services or Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules) 5 Deliverables to any entity other than the Buyer.

Special Term 4:

Nothing will prevent the Supplier from retaining copies of Confidential Information for professional record keeping purposes.

Special Term 5:

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

'Wilful misconduct' is not defined in the Core Terms. The Parties acknowledge and agree wilful misconduct is an act or omission that involves a material breach of contract or other duty.

Special Term 6:

Any warranty period in relation to Deliverables will be agreed by the Parties in each Statement of Work.

Call-Off Start Date: 14/10/2022

Call-Off Expiry Date: 24 months from the start date.

Call-Off Optional Extension Period: 6 months

Minimum Notice Period for Extensions: 30 calendar days

Call-Off Contract Value: up to a maximum of £3,000,000 excluding VAT. The value of the optional extension period is £750,000 excluding VAT.

Call-Off Deliverables

DIT need to deliver both long- and short-term solutions, to meet emerging priorities for the department. At the same time, we need to ensure our existing services are maintained and enhanced to ensure they remain best-in-class. We have a range of services in discovery, alpha and beta phases of development.

The deliverables will be detailed within the subsequent Statements of Work (SOW)

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:
Sustainability

The Supplier shall meet the Government Buying Standards applicable to the Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

Maximum Liability

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

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

Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than 150% of the Estimated Yearly Charges' (for the call off order form).

Call-Off Charges

Capped Time and Materials (CTM)

SFIA Staff Grade	Software developer	Frontend developer	Technical architect	Technical specialist architect	DevOps Engineer	Site Reliability Engineer
1 Follow						
2 Assist						
3 Apply						
4 Enable						
5 Ensure / Advise						
6 Initiate / Influence						

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

To be agreed at SOW level.

Payment Method

BACS

Buyer's Invoice Address

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

All invoices must include:

- Purchase Order Reference number,
- Date
- Addresses (Buyer)
- Supplier name and contact details
- Description of the charges

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

All invoices must include a valid purchase order number, provided that such purchase order number must be provided to the Supplier in advance of when invoices are to be issued.

Non-compliant invoices (i.e. without a PO number) will be sent back to you, which may lead to a delay in payment.

If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to [REDACTED] or by telephone as above between 0830 and 1700 Monday to Friday.

Buyer's Authorised Representative

Contract Managers

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Buyer's Environmental Policy

BEIS: ENVIRONMENTAL POLICY dated September 2021, available online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1030915/beis-environmental-policy.pdf

Buyer's Security Policy

HMG Security Policy Framework, Version 1.1 – May 2018 available online at:

<https://www.gov.uk/government/publications/security-policy-framework>

Supplier's Authorised Representative

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Supplier's Contract Manager

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Progress Report Frequency

N/A – daily and weekly stand-ups will be agreed as part of the agile delivery

Progress Meeting Frequency

N/A – daily and weekly stand-ups will be agreed as part of the agile delivery

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

Key Staff

N/A - any Key Staff shall be identified in each SOW

Key Subcontractor(s)

N/A

Commercially Sensitive Information

Supplier's Ratecard

Balanced Scorecard

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

Paragraphs 2.1.1 and 2.1.2 of Schedule 14 are amended as follows:

2.1 The Buyer may ask for a Rectification Plan if the Supplier: 2.1.1 fails to meet **any** of the key performance indicators ("KPIs") listed within Section 2 (Balanced Scorecard) ("a Default") on at least **3** occasions within a 12-Month rolling period

2.1.2 demonstrates poor performance of a Call-Off Contract or any Statement of Work, evidenced through Buyer feedback to CCS that the Supplier has scored a 'red' status on any one of the **4** KPI targets listed on the Balanced Scorecard, on at least **2** occasions within a **Call-Off Contract duration or Statement of Work duration**, or within a period of 3 Months (whichever is the earlier)

Material KPIs

To be agreed at SOW level.

Additional Insurances

Not applicable

Guarantee

Not applicable

Social Value Commitment

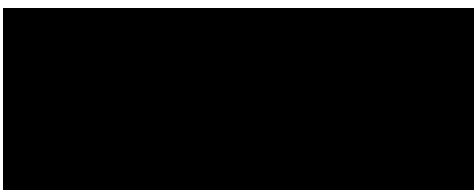
The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

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:

A large black rectangular box redacting the signature of the supplier.

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

Name:

Role:

Date: Friday 2nd September 2022

For and on behalf of the Buyer:

Signature:

Name:

Role:

Date:

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

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

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: 10th October 2022

SOW Title: Senior Developers for LITE Team

SOW Reference: 001

Call-Off Contract Reference: DIT Developer and Technical Architect

Buyer: Department for International Trade

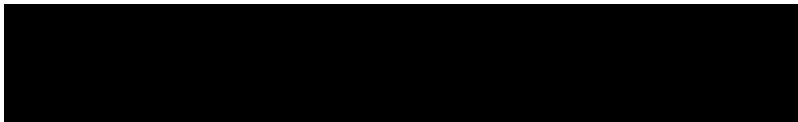
Supplier: Made Tech Limited

SOW Start Date: 10/10/2022 (depending on timeline to obtain SC clearance)

SOW End Date: 1/3/2023

Duration of SOW: 6 months (120 days) from when SC clearance permits

Key Personnel (Buyer):



Key Personnel (Supplier):

Subcontractors:

1 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background:

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

The LITE project is delivering an online service that will allow exporters of strategic and controlled goods to apply for a licence. It aims to make licence processing faster, cheaper and more user-friendly following Government Digital Service standards. The project is being delivered according to Agile methodology and is currently in the Private Beta phase of delivery.

Delivery phase(s): Private Beta

Overview of Requirement:

The developers will work as part of a group of 10 developers reporting to the tech lead for LITE. Their responsibilities include:

- Working collaboratively and flexibly to build features on LITE as identified by priorities set out by the product lead (more than one developer may be allocated to developing features [epics])
- Improving LITE's codebase
- Developing tests
- Identifying, communicating and fixing technical problems
- Sharing knowledge with less experienced developers
- Actively participate in the Development Community, sharing ideas and expertise in DIT
- Work to the GDS Service Standard and the common standards set out in the DDaT Capability Framework. Work collaboratively across teams, iterating and delivering improvements in line with user research and business decisions.

Skills requirements:

Essential

- Developing web-based applications with Python (Django), Git and Bash
- Using modern tools for testing, building and deploying code
- Writing code with security features embedded.
- Identifying, locating and fixing faults and bug
- Designing and integrating systems, including integration testing
- Identifying user needs and proposing technical solutions to resolve them
- Ability to work in an Agile multidisciplinary team
- Willingness to share knowledge and work transparently

Desirable

- Using JavaScript frameworks and Docker when developing web-based applications.
- Contributing to development process optimisation.
- Meeting the [GOV.UK Service Standards](#).

2 Buyer Requirements – SOW Deliverables

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

Outcome Description:

R e f	Deliverables	Acceptance Criteria	Accepted by	Compl etion Date *
1	Develop denials checks functionality	Understand, size and refine tickets. Develop the feature and associated unit tests. Get the code reviewed and the feature product reviewed and accepted before deploying the changes. Implement changes are per feedback.	Technical Lead / Product Lead / Delivery Manager	January 2023*
2	Develop functionality to allow multiple licenses per single application	Understand, size and refine tickets. Develop the feature and associated unit tests. Get the code reviewed and the feature product reviewed and accepted before deploying the changes. Implement changes are per feedback.	Technical Lead / Product Lead / Delivery Manager	January 2023*
3	Develop functionality to enable BEIS to be added to LITE	Understand, size and refine tickets. Develop the feature and associated unit tests. Get the code reviewed and the feature product reviewed and accepted before deploying the changes. Implement changes are per feedback.	Technical Lead / Product Lead / Delivery Manager	January 2023*
4	Develop functionality	Understand, size and	Technical	March

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

	to allow other government departments to provide variable advice	refine tickets. Develop the feature and associated unit tests. Get the code reviewed and the feature product reviewed and accepted before deploying the changes. Implement changes are per feedback.	Lead / Product Lead / Delivery Manager	2023*
5	Develop functionality allowing internal users to raise queries to one another	Understand, size and refine tickets. Develop the feature and associated unit tests. Get the code reviewed and the feature product reviewed and accepted before deploying the changes. Implement changes are per feedback.	Technical Lead / Product Lead / Delivery Manager	January 2023*
6	Develop a picklist for common queries	Understand, size and refine tickets. Develop the feature and associated unit tests. Get the code reviewed and the feature product reviewed and accepted before deploying the changes. Implement changes are per feedback.	Technical Lead / Product Lead / Delivery Manager	January 2023*
7	Improve functionality allowing exporters to edit applications	Understand, size and refine tickets. Develop the feature and associated unit tests. Get the code reviewed and the feature product reviewed and accepted before	Technical Lead / Product Lead / Delivery Manager	Feb 2023*

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

		deploying the changes. Implement changes are per feedback.		
8	Pay back technical debt & provide technical support as per the rota (within usual working hours)	Monitor user issues being raised, investigate and implement fixes. Carry out deployments, pay back technical debt as per priorities	Technical Lead / Product Lead / Delivery Manager	Ongoing
9	Improve LITE's Accessibility	Understand, size and refine tickets. Develop the feature and associated unit tests. Get the code reviewed and the feature product reviewed and accepted before deploying the changes. Implement changes are per feedback.	Technical Lead / Product Lead / Delivery Manager	Ongoing
10	<p>Actively participate in the Development Community, sharing ideas and expertise in DIT. Be an active member of a multidisciplinary agile team</p> <p>Participate in and contribute to agile ceremonies and team meetings as required. Work to priorities set out in the roadmap, taking responsibility for the tasks you work on and ensure that any identified issues are prioritised.</p>	<p>The developers are expected to be at all scrum ceremonies (except when on leave) and be an active participant.</p> <p>Work is documented in Sharepoint, Trello, JIRA and Confluence according to team standards where appropriate to ensure work is visible, measured and can be easily located and understood by others.</p>	Technical Lead / Product Lead / Delivery Manager	Ongoing

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

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*Please note – all dates to be reviewed every month according to roadmap priorities and at the end of the contract (some may be deprioritised, and other urgent work may be brought in instead). Dates will also shift in line with SC clearance timescales. The deliverables stated above are not equally sized. Where a deliverable (epic) is large, complex, more than 1 developer will be allocated to the work.

Delivery Plan:

Priorities will be agreed by the Product Owner and the team on a sprint by-sprint basis according to roadmap priorities, so the team will be able to focus on what is most valuable and will be able to action stakeholders’ feedback.

Supplier Resource Plan:

Not applicable.

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).

SC clearance is required for this role

Cyber Essentials Scheme:

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

SOW Standards:

Soft Deliverables and Working Practices:

The contractor is required to contribute to knowledge share in the following ways:

- Work as part of a multi-disciplinary, self-organising team/individual, using Agile principles and methodologies;
- Full participation in the Agile processes of the team in which they are placed. This includes attendance at team stand-ups, planning sessions and other Agile ceremonies.
- Maintain and encourage high standards of practice. Apply Agile principles and methodologies in a way which aligns with the values and goals of the project and the wider programme. Resources will be expected to work to the core values and standards as set out within the Civil Service conduct and guidance;

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

- Keep a user focused mind-set and consider the impact of their work on the user's experience and the wider programme;
- Ensure knowledge transfer within the Client Department's programme, including full participation in all relevant communities of practice;
- Contributing to mutual upskilling of fellow developers.

Standards and Governance:

- Resources shall, if required by the Buyer, have the prescribed level of security clearance.
- The Supplier shall identify any conflicts of interest and, where identified, shall inform the Buyer of such conflicts of interest and how they plan to mitigate the risk.
- The Services must be delivered as per the GDS Service Manual (e.g. agile delivery aligned to scrum methodology) or other methodologies as required.
- All Deliverables for acceptance shall be 'peer' reviewed (as defined by Client Department team leads) prior to acceptance.
- Deliverables are to be accepted in line with the criteria set out in this SoW.
- All work undertaken under this SoW shall, always, conform to the Buyer / Client Department Strategic platform Book of Work (available upon request) architecture best practices, and professional standards always.
- DIT would like to review the CVs of candidates who the Supplier is proposing, and hold an introductory meeting with them, before their appointment is confirmed. Deliverables within each Statement of Work will be reviewed regularly throughout the contract and may potentially be amended at least each quarter.

Performance Management:

Material KPIs	Target	Measured by
People	Successful recruitment and placement of key resources or provision of facilities meets the planned deliverables and contractual obligations	Resources provided/required
Partnering behaviours	Supplier promotes positive collaborative working relationships, within and across team, by acting in a	Attendance to buyer/supplier meetings Attendance to Community of Practice and agile

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

	transparent manner	teams' ceremonies
People in place (delivery)	All Supplier resources delivering services for the contracts are performing to the expected standard for the skill-set supplied and all facilities are to the expected standard.	Feedback from peers

Additional Requirements:

Annex 1 – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

Key Supplier Staff:

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)
Senior Developer			Outside IR35

SOW Reporting Requirements:

The Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1	Timesheets including names of individuals who have worked on the project, their day rates (per this SOW), and the dates they have worked.	Applicable to all deliverables in this SOW	Monthly
2	DIT might require ad-hoc reporting/presentations to various internal functions that might need input from this team (e.g. marketing, ministers, Director	Applicable to all deliverables in this SOW	Ad hoc

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

	Generals).		
3	Be able to do Demos or show progress in thinking or planning at Fortnightly Portfolio Show and Tells.	Applicable to all deliverables in this SOW	Fortnightly

1 Charges

Call Off Contract Charges:

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

- Capped Time and Materials

The estimated maximum value of this SOW (irrespective of the selected charging method) is [REDACTED]

Rate Cards Applicable:

SFIA Staff Grade	Software developer
1 Follow	[REDACTED]
2 Assist	
3 Apply	
4 Enable	
5 Ensure / Advise	
6 Initiate / Influence	

Reimbursable Expenses:

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

Work arrangements

Address where the work will take place:

Department for International Trade
Old Admiralty Building
Admiralty Place
Whitehall
London SW1A 2DY

Typically, a substantial portion of the work will be performed on-site at DIT's premises in

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

Westminster, London, unless otherwise agreed. DIT are now operating a hybrid way of working, with staff typically spending 40-60% of time in office.

2 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: 31/10/2022

Signature [REDACTED]

For and on behalf of the Buyer

Name: [REDACTED]

Title: [REDACTED]

Date: [REDACTED]

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

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"> • Scope of personal data is personal details: name, address, email, telephone number
Duration of the Processing	From the appointment to the termination of this SoW
Nature and purposes of the Processing	To provide services for DIT
Type of Personal Data	name, address, email, telephone number
Categories of Data Subject	customers/ clients, members of the public, users of LITE
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	At the termination of the contract the supplier will no longer have access to this data