Order Form

CALL-OFF REFERENCE: Ecm 11814

CALL-OFF TITLE: Health Data Platform

CALL-OFF CONTRACT

DESCRIPTION: Provision of augmented resources to support Digital Health &

Disability harness their data across their platform.

THE BUYER: Department for Work and Pensions

BUYER ADDRESS Peel Park, Blackpool, FY4 5ES

THE SUPPLIER: Coforge UK Limited

SUPPLIER ADDRESS: 8 Fenchurch Place, EC3M 4AJ

REGISTRATION NUMBER: 02648481

DUNS NUMBER: 769940305

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 11th April 2024.

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

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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)

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- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 13 (Cyber Essentials)
- Call-Off Schedules for RM6263
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - o Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliveries)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - o Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 18 (Background Checks)
 - o Call-Off Schedule 20 (Call-Off Specification)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6263
- 7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided bythe Buyer) take precedence over the documents above.

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

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract: None

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CALL-OFF START DATE: 22nd April 2024

CALL-OFF EXPIRY DATE: 18th June 2024

CALL-OFF INITIAL PERIOD: 40 working days

CALL-OFF OPTIONAL

EXTENSION PERIOD: 10 working days

MINIMUM NOTICE PERIOD

FOR EXTENSION(S): 10 working days

CALL-OFF CONTRACT VALUE: £194,600 excluding VAT

MAXIMUM OPTIONAL

EXTENSION VALUE: Up to a maximum ceiling value of £243,250 exc VAT

KEY SUB-CONTRACT PRICE: N/A

CALL-OFF DELIVERABLES

See Appendix 1, Statement of Work.

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:

Acceptable Use Policy.

Information Security Policy.

Physical Security Policy. Information Management Policy.

Email Policy.

Remote Working Policy.

Social Media Policy.

Security Classification Policy.

HMG Personnel Security Controls – May 2018.

<u>dwp-procurement-security-policies-and-standards</u>

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

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the provision of any Deliverables under this Call-Off Contract.

MAXIMUM LIABILITY

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

"Each Party's total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the lesser of; £5 million or 150% of the Estimated Yearly Charges."

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £243,250 excluding VAT.

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CALL-OFF CHARGES

(1) Time and Materials (T&M)

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

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

Expenses for travel to / from the agreed base location are included in the suppliers day rate specified in Call-Off Schedule 5 (Pricing Details and Expenses Policy).

Expenses incurred for travel to other locations will be made in accordance with the latest DWP Expense and Travel Policy (embedded below) which may change from time to time.

The supplier will invoice DWP for actual expenses incurred during the performance of this engagement in accordance with the DWP policy. Expenses will include only necessary travel and lodging.

Copies of receipts are to be presented with the relevant invoice.

Subsistence or meal and drink allowance claims are not permitted as DWP deems day rates sufficient to cover such costs.

DWP operates a hybrid working policy with a requirement to work a minimum of 40% of the time in the designated DWP office. However, at this time, we are expecting the supplier to operate remotely except where required to attend a Hub at the request of the Buyer. Suppliers must align their workers to one of the following hubs for expenses purposes -

- Benton Park View Newcastle
- Quarry House Leeds
- Peel Park Blackpool
- St Peter's Square, Manchester
- Kings Court, Sheffield
- Caxton House, London and
- Arena Central, Birmingham

DWP Expenses Policy

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PAYMENT METHOD

The payment method for this Call-Off Contract is BACS made monthly in arrears.

A PO number will be provided to the Supplier when the record is set up in the Contracting Authority's Single Operating Platform (SOP).

For any supply of Resource, the Supplier shall be required to provide time sheets to the Contracting Authority named individual to allow Contracting Authority sign-off and support reconciliation to the invoice charges.

The buyer will make payment of the invoice within 30 days of receipt of a valid invoice.

BUYER'S INVOICE ADDRESS:

Invoices should be submitted monthly in arrears to:

REDACTED

A copy of the invoice and monthly MI reports should also be emailed to -

REDACTED

REDACTED

H&D team inbox -

REDACTED

Paper invoices should be sent to:

REDACTED

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BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

BUYER'S ENVIRONMENTAL POLICY

The Contracting Authority is committed to a 100% reduction of greenhouse gas emissions and requires the Supplier to demonstrate an organisational commitment to the 'Net Zero' target throughout the life of this contract.

BUYER'S SECURITY POLICY

DSP Call Off Schedule 9 (Security) Part A The Short Form Security Requirements will apply. In addition, the Contracting Authority requires the following clauses to be included in in this Call-Off Contract:

The Contractor and any of its Sub-contractors, shall not access, process, host or transfer Authority Data outside the United Kingdom without the prior written consent of the Authority, and where the Authority gives consent, the Contractor shall comply with any reasonable instructions notified to it by the Authority in relation to the Authority Data in question. The provisions set out in this paragraph shall apply to Landed Resources.

Where the Authority has given its prior written consent to the Contractor to access, process, host or transfer Authority Data from premises outside the United Kingdom: -

- a) the Contractor must notify the Authority (in so far as they are not prohibited by Law) where any Regulatory Bodies seek to gain or has gained access to such Authority Data;
- b) the Contractor shall take all necessary steps in order to prevent any access to, or disclosure of, any Authority Data to any Regulatory Bodies outside the United Kingdom unless required by Law without any applicable exception or exemption.
- 1. Security Policies and Standards: The Supplier shall and shall procure that any Sub-contractor (as applicable) shall, comply with the Security Policies and Standards set out in section below. Notwithstanding the foregoing, the Contracting Authority's Security Requirements applicable to the Services may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the Services. Where any such change constitutes a Contract Change, any change in the Contracting Authority's Security Requirements resulting from such Contract Change (if any) shall be agreed by the Parties in accordance with the Contract Change Procedure. Where any such change constitutes an Operational Change, any change in the Contracting Authority's Security Requirements resulting from such Operational Change (if any) shall be agreed by the Parties and documented in the relevant Operational Change Confirmation.

The Supplier shall and shall procure that any Sub-contractor (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards.

The DWP Security Policies are published here: <u>DWP-procurement-security-policies-and-standards</u>

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

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SUPPLIER'S CONTRACT MANAGER

REDACTED

PROGRESS REPORT FREQUENCY

On a weekly basis.

PROGRESS MEETING FREQUENCY

To be determined by the Buyer as and when required

BUYER KEY STAFF

REDACTED

SUPPLIER KEY STAFF

N/A

KEY SUBCONTRACTOR(S)

N/A

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COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4 (Commercially Sensitive Information).

BALANCED SCORECARD

N/A

MATERIAL KPIs

N/A

ADDITIONAL INSURANCES

N/A

GUARANTEE

N/A

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 Corporate Social Responsibility as set out in Joint Schedule 5 (Corporate Social Responsibility).

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.

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	*REDACTED*	Signature:	*REDACTED*
Name:	*REDACTED*	Name:	*REDACTED*
Role:	*REDACTED*	Role:	*REDACTED*
Date:	12/04/2024	Date:	15/04/2024

Appendix 1

Annex 1 (Template Statement of Work)

1. STATEMENT OF WORK ("SOW") DETAILS

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

The 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 Contact.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will notapply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

SOW Title:	Health Data Platform
SOW Reference:	SoW01

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Call-Off Contract Reference:	Ecm_11814
Buyer:	The Department for Work and Pensions
Supplier:	Coforge UK Ltd
SOW Start Date:	22 nd April 2024
SOW End Date:	18 th June 2024
Duration of SOW:	40 working days
Key Personnel (Buyer)	*REDACTED*
Key Personnel (Supplier)	*REDACTED*
Subcontractors	Not applicable

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT Department of Work and Pensions (DWP) Digital Health and Disability are developing new sow and existing digital services that will transform the user journey for people with a disability **Deliverables** or health condition. Our portfolio covers all health benefits and grants, and we are a key **Background** enabler to the success of different initiatives/programmes within DWP. Analytics are required for the transformed end to end journeys across the transformed services. Some of the service components are in development and some aspects haven't been started yet. Our vision is to ensure people with a health condition or disability get the support they need. Our mission is to provide simple, responsive services and make timely, accurate and understandable decisions that help people get the right support for them. PIP, DWP's transformed Personal Independence Payment service. The two assessment services used by PIP (providing reports detailing the findings of an assessment) to make a formal decision on entitlement to PIP: HAS, DWP's transformed Health Assessment Service. FAS, the Functional Assessment Service **Delivery** Discovery phase(s) HTP is facing challenges harnessing their data across their platform and have requested the Overview of supplier to conduct analyses to identify and understand key gaps that need to be addressed Requirement to move toward their data north star and implement a data masking and sharing solution.

	 Architectural view of both the solution for the Health Data Platform currently developed in Azure, which takes data feeds from microservices developed in AWS, and a Masked Data environment to support consensus, governance and development in DWP – There is a need to share data with users outside of the programme, but within DWP, for other purposes. DWP have been moving toward a strategic reference architecture, with common components. There is a DWP data access layer for sharing data that has been developed after Health Data Platform was developed. The data platform must provide the tooling such as data bricks and facilities and environment for machine learning, and other AI and automation tooling. A view on the delivery of both of these products – what is needed and how long might it take. Articulation for programme stakeholders of the 'to-be' data model to support requirements development and gap analysis – Munya, an internally contracted data architect, will be leading on the current situation and will want to compare with the data model 'to-be' state – will enable us to size the work needed and roadmap.
Accountability Models	Please tick the Accountability Model(s) that shall be used under this Statement ofWork: Sole Responsibility:□ Self Directed Team:□ Rainbow Team: ✓

3. BUYER REQUIREMENTS – SOW DELIVERABLES			
Outcome Description	The Supplier shall provide Supplier Staff to work in a Rainbow Team, on a Time and Materials basis, under the direction of the Buyer, for the period of time specified in this Statement of Work. The table below shows the Supplier's resources profile as at the Effective Date of this Statement of Work. *REDACTED*		
Milestone Ref	Milestone Description	Acceptance Criteria	Due date

MS01	N/A
MS02	N/A
Delivery Plan	To be confirmed between the Authority and Supplier.
Dependencies	 The Buyer will provide, at no cost to the Supplier: laptops and necessary devices for Supplier staff to perform the Services necessary network access, tooling and software and Buyer Assets for Supplier staff to deliver required services the necessary office space, computers and facilities reasonably required for Supplier Personnel to perform the Services on site at Buyer Premises if required
Supplier Resource Plan	The provision of resources is in accordance with Section 3 (Buyer Requirements) of this SOW subject to selection and agreement based on Skill and Security requirements.
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 withParagraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security). The Contractor and any of its Sub-contractors, shall not access, process, host or transfer Authority Data outside the United Kingdom without the prior written consent of the Authority, and where the Authority gives consent, the Contractor shall comply with any reasonable instructions notified to it by the Authority in relation to the Authority Data in question. The provisions set out in this paragraph shall apply to Landed Resources. Where the Authority has given its prior written consent to the Contractor to access, process, host or transfer Authority Data from premises outside the United Kingdom: - a) the Contractor must notify the Authority (in so far as they are not prohibited by Law where any Regulatory Bodies seek to gain or has gained access to such Authority Data; b) the Contractor shall take all necessary steps in order to prevent any access to, or disclosure of, any Authority Data to any Regulatory Bodies outside the United Kingdom unless required by Law without any applicable exception or exemption. The Supplier agrees to the additional Buyer standard clauses in respect of Security Requirements listed below.
	Requirements listed below. Security Policies and Standards a) The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the security policies and standards set out in paragraph 4 below. b) Notwithstanding the foregoing, the Buyer's security requirements applicable to the SOW Deliverables may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the SOW Deliverables. Where any such change constitutes a Variation, any necessary Variation shall be agreed by the Parties in accordance with clause 24 of the Core Terms. c) The Supplier shall and shall procure that any Sub-contractor (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards. The Buyer's security policies are published on: dwp-procurement-security-policies-and-standards

	 Acceptable Information Physical Sec Information Email Policy Remote Wo Social Medi Security Cla 	n Security Policy curity Policy n Management Policy orking Policy	, 2018
Cyber Essentials Scheme	The Buyer requires the		in a Cyber Essentials PlusCertificate for e with Joint Schedule 13 (Cyber
SOW Standards	As per order form and r	needs to adhere to Governm	ent Digital Service ("GDS") Standards.
Performance Management	N/A		
Additional Requirements	does not accurately refl	ect the data Processor / Con Parties shall comply with the	cessing Data) in the Call-Off Contract troller arrangements applicable to this e revised Annex1 attached to this
Key Supplier Staff	Key Role	Key Staff	Contract Details
	N/A	N/A	N/A

Worker Engagement Status	All Supplier resources will be inside IR35. The Supplier confirms that all resources deployed to deliver the Services under this Order Form / SOW are PAYE and Tax and NI deductible at source.
	Worker Engagement
	Prior to the Supplier substituting any Supplier Staff, the Supplier shall: • confirm to the Buyer that it can continue to deliver the outcomes using personnel who are on your payroll and/or through subcontracts and/or umbrella company with full PAYE and NI deducted for such personnel at source.
	In addition to the provisions of Call-Off Schedule 7 [Key Supplier Staff], the Supplier shall provide the information set out below to the Buyer and shall comply with the obligations set out below, so that the Buyer can comply with its obligations with regards to the off-payroll working regime."
	For the purposes of this Call-Off Contract, the following definition of Supplier Staff shall apply, "Supplier Staff means an individual who is personally providing their services in relation to the Call-Off Contract."
	1.1 Supplier Staff Name(s)
	1.2 Start and End date of the Engagement
	1.3 The contracted Day Rate of the Supplier Staff 1.4 Is (Are) the Supplier Staff on a payroll and are deductions of PAYE and National Insurance made at source? Yes/No
	1.5 If "yes", please provide fee payer details for each of the Supplier Staff (eg, Supplier PAYE, Agent PAYE, Umbrella Company)
	1.6 If "no", the Buyer will complete an IR35 Check Employment Status for Tax (CEST) Role Assessment and confirm to the SUPPLIER whether the off payroll rules apply or do not apply. 1.7 Where a CEST Role Assessment is undertaken in accordance with para 1.6, the Buyer will issue Status Determination Statement(s) applicable to the Supplier Staff and the Supplier will notify the outcome to the Supplier Staff. The Supplier will accept the outcome of the Status Determination Statement.
	1.8 The Supplier must notify the Buyer If the employment status of the Supplier Staff for tax purposes changes so that a fresh determination may be made as set out at 1.2 to 1.7 above 1.9 The provisions at 1.2 to 1.7 above must be reviewed in the event of any proposed changes to this Order.

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N/A

SOW Reporting Requirements:

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4. CHARGES	
Call Off Contract Charges	The applicable charging method(s) for this SOW is: • Time and materials The estimated maximum value of this SOW (irrespective of the selected charging method) is £194,600 excluding VAT. The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.
Rate Cards Applicable	*REDACTED*
Financial Model	N/A
Reimbursable Expenses	Expenses not expected during contract lifetime, if incurred please refer to DWP Expense Policy as embedded in the Order Form.

5. SIGNATURES AND APPROVALS

Agreement of this SOW

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

Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:		
For and on behalf of the Supplier	Name *REDACTED* and title Date Signature 12/04/2024 *REDACTED*	
For and on behalf of the Buyer	and title Date	*REDACTED* 15/04/2024 *REDACTED*

ANNEX 1

Data Processing - No handling of any personal data, NOT USED.

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:

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

Framework Schedule 6 (Order Form Template and Call-Off Schedules) Crown Copyright 2021 purposes of its Processing the Personal Data on receipt e.g. where (1)

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	the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for useby the Relevant Authority]
	[Guidance] where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposesof the Processing	[Please be as specific as possible, but make sure that you cover all intendedpurposes. The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]
Plan for return and destruction of the data once the Processing is complete	[Describe how long the data will be retained for, how it be returned or destroyed]
UNLESS requirement under Union or Member State law to preserve that type of data	