

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

Order Form

CALL-OFF REFERENCE:	Ecm_65988
CALL-OFF TITLE:	Defra's User Centred Design (UCD) Capability Partner 2022
CALL-OFF CONTRACT DESCRIPTION:	Defra's User Centred Design (UCD) Capability Partner for DDTS, overview of requirement shall be outcome based on user needs and 'The Government Service Standard', to support a range of projects from inception through to live.
THE BUYER:	Department of Environment, Food and Rural Affairs (DEFRA)
BUYER ADDRESS	Defra, Nobel House, 17 Smith Square, London, SW1P 3JR.
THE SUPPLIER:	TPXimpact Limited
SUPPLIER ADDRESS:	20 St Thomas Street, Runway East (Second Floor), London, United Kingdom, SE1 9RG.
REGISTRATION NUMBER:	06472420
DUNS NUMBER:	21-104-4880
SID4GOV ID:	Unknown

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **16/11/2022** date of issue.

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.

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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):

Lot1 Digital Programmes is the relevant Lot from Framework Schedule 1 (Specification).

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 8 (Guarantee)
 - 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)
 - 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)

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- Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14A (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - 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)
 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:

16/11/2022 terms to revise or supplement Core Terms, Joint Schedules, Call-Off Schedules.

Special Term 1: Joint Schedule 5 – In addition to the requirements under section 2 (Sustainability), The supplier shall meet the strategic objectives set out in Defra's sustainable ICT strategy, this can be found online at: Sustainable Technology Strategy

Special Term 2: Joint Schedule 5 - In addition to the requirements under section 2 (Sustainability), The supplier shall meet the strategic objectives set out in Defra's sustainable ICT Policy (See attachment) including deliver net zero for the services delivered to Defra through this service by 2025.

Special Term 3. Joint Schedule 5 – In addition to the requirements set out under section 3 (Modern Slavery), supplier shall complete the modern slavery risk assessment tool 3 months after contract award and annually thereafter –

<https://supplierregistration.cabinetoffice.gov.uk/msat>

]

CALL-OFF START DATE: **16th November 2022**

CALL-OFF EXPIRY DATE: **15th November 2023**

CALL-OFF INITIAL PERIOD: **12 Months**

CALL-OFF OPTIONAL
EXTENSION PERIOD: **1+1 Years, 24 Months**

MINIMUM NOTICE PERIOD
FOR EXTENSION(S): **3 Months**

CALL-OFF CONTRACT VALUE: **£800,000**

KEY SUB-CONTRACT PRICE: **Unknown**

CALL-OFF DELIVERABLES

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 FrameworkSchedule 1 (Specification) covering:-

- [Technology code of practice](#) (gov.uk)
- [Service Manual](#) (gov.uk)
- [GDPR guidance](#) (gov.uk)
- [GDPR guidance](#) (ICO)
- [DDaT profession capability frameworks](#)

CYBER ESSENTIALS SCHEME

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

MAXIMUM LIABILITY

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

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £800k
Estimated Charges in the first 12 Months of the Contract.

CALL-OFF CHARGES

Summarise the Charging method(s) Buyer has selected below and which are incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy):

- (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.

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

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)

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

Any further recoverable T&S, as stated in the Framework Contract need to be agreed prior to any undertaking and aligned to the Defra Policy.



LIT 55530 - Defra
Staff Travel and Sub

PAYMENT METHOD

Method for Call Off Contract payments shall be via BACS.

The breakdown of the charges for any services required, shall be as per Pricing Schedule in Call Off schedule 5 and payment schedule covering each individual call off SoWs for the duration of the three-year contract (1+1+1).

BUYER'S INVOICE ADDRESS:

Department of Environment, Food and Rural Affairs (DEFRA), Nobel House 17
Smith Square London SW1P 3JR.

Invoices will be sent to:



BUYER'S AUTHORISED REPRESENTATIVE

On behalf of Defra, Nobel House 17 Smith Square London SW1P 3JR

[Redacted]

Defra Business Contact

[Redacted]

BUYER'S ENVIRONMENTAL POLICY

[Redacted]



[Redacted]

BUYER'S SECURITY POLICY

Appended at Call-Off Schedule - Long Form

[Redacted]

SUPPLIER'S AUTHORISED REPRESENTATIVE

- [Redacted]
- [Mobile TBC]
- 20 St Thomas Street, Runway East (Second Floor), London, SE1 9RG

SUPPLIER'S CONTRACT MANAGER

- [Redacted]
- 20 St Thomas Street, Runway East (Second Floor), London, SE1 9RG

PROGRESS REPORT FREQUENCY

As detailed in Call-Off Schedule 1 (Transparency Reports) Appendix A, List of
Transparency Reports
Framework Ref: RM6263
Project Version: v1.0
Model Version: v3.7

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PROGRESS MEETING FREQUENCY

Call-Off Schedule 15 (Call-Off Contract Management)

KEY STAFF

Worker Engagement route is outside IR35, as per framework via individual SoWs.

- 
- 20 St Thomas Street, Runway East (Second Floor), London, SE1 9RG

KEY SUBCONTRACTOR(S)

- **Not Applicable**

COMMERCIALLY SENSITIVE INFORMATION

Pricing and details of Supplier's cost base rates; Insurance arrangements; Proprietary information; and/or Approach and/or methodologies.

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14A(Service Levels).

The Service Credit Cap is: **% Monthly Service Charges**

The Service Period is: **One Calendar Month**

A Critical Service Level Failure is:

When a specific service level performance measure falls below the threshold, or when the sum of the service credits across all service level performance measures reaches the service credit cap.

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.

Execution of the call off contract from RM6263 framework is carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000. The call off contract is formed on the date on which both Parties communicate acceptance of its terms on the Authority's electronic contract management system.

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

Appendix 1

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex1 to the Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

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

Appendix 1 (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:	/11/2022
SOW Title:	Customer Contact Experience - Discovery extension
SOW Reference:	SOW1

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Call-Off Contract Reference:	Ecm_65988
Buyer:	Defra, DDTS
Supplier:	TPXimpact Limited
SOW Start Date:	16/11/22
SOW End Date:	21/12/22
Duration of SOW:	5 Weeks
Key Personnel (Buyer Authority Contacts)	[REDACTED]
Key Personnel (Supplier)	[REDACTED]
Subcontractors	Not Applicable

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT

SOW Deliverables Background	Following a discovery report conducted by previous incumbent supplier, Defra would like to conduct further research, follow up key recommendations, and create a costed backlog of work to improve customer's experience when they contact Defra.
Delivery phase(s)	Discovery
Overview of Requirement	Extension of discovery, with detailed problem framing, leading to costed backlog for Alpha.
Accountability Models	<i>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</i> Self-Directed Team

3. BUYER REQUIREMENTS – SOW DELIVERABLES

Outcome Description	<ol style="list-style-type: none"> 1. A final set of recommendations around testable customer contact concepts to develop, iterate and evaluate. 2. An agreed backlog of work prioritised for an Alpha phase of work. 3. Packaging of all existing knowledge, research and recommendations, along with additional work to address gaps and further understand assumptions in the original discovery work. 4. A costed plan to deliver the next phase of work. 		
Milestone Ref	Milestone Description	Acceptance Criteria	Due date

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MS01	Report, research outputs, and backlog delivered.	<ul style="list-style-type: none"> • Playback session held to discuss artefacts. • Outputs agreed by key personnel / stakeholders. • Recommendations are costed and actionable. 	16/12/22
MS02	Final amendments to work, and packaging of all assets	<ul style="list-style-type: none"> • Stored / sent to [REDACTED] stakeholders as final handover. • SOW2 completed to sign off costed Alpha delivery plan. 	21/12/22
Delivery Plan	<p>Over 4-5 weeks, TPXimpact will deploy a small team to:</p> <ul style="list-style-type: none"> • Review existing research and recommendations (From Previous Discovery work) • Work with Defra stakeholders to understand assumptions around prioritising recommendations, areas in need of further investigation, and future opportunity areas to focus on. • Plan further research and engagement with Defra staff and services to address gaps in knowledge or where more detailed insight and learning is needed. • Develop and present a set of recommendations around testable customer contact concepts to develop, iterate and evaluate. • Agree a final backlog and costed plan to take into Alpha work 		
Dependencies	<ul style="list-style-type: none"> • Access to key stakeholders via Defra teams. • Ability to conduct research with end users and Defra staff 		
Supplier Resource Plan	<p>To complete this work. TPXimpact will provide a:</p> <ul style="list-style-type: none"> • Service Design Lead (2 days per week). They will be the project director and lead for this work, managing team priorities and acting as the main contact for the Defra team • Senior Service Designer (5 days per week). They will lead the delivery of discovery work and will be someone who is experienced in delivering user research (planning/conducting/analysis), as well as considering end to end customer journeys and needs from a whole service perspective. • Senior Content Designer (2 days per week). They will support the delivery of discovery work, looking specifically as how information and content is shared to meet different needs through customer enquiries. 		
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 Plus Certificate for the work undertaken under this SOW, in accordance with Joint Schedule 13 (Cyber Essentials Scheme).		
SOW Standards	<p>Standards applicable to this SOW (check Annex 3 of FrameworkSchedule 6 (Order Form Template, SOW Template and Call-Off Schedules): -</p> <ul style="list-style-type: none"> • Technology code of practice (gov.uk) • Service Manual (gov.uk) • GDPR guidance (gov.uk) • GDPR guidance (ICO) • DDaT profession capability frameworks 		
Performance Management	As per standard Service Levels and/or KPIs – See Call-Off Schedule 14A (Service Levels)		

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Additional Requirements	Annex 1 – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex1 attached to this Statement of Work.
Key Supplier Staff	<p>TPXimpact permanent staff / project roles:</p> <ul style="list-style-type: none">• [REDACTED]■ [REDACTED]■ [REDACTED] <p>Is there any requirement for Buyer to issue a Status Determination Statement: NO</p>

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Worker Engagement Status	Outside IR35																				
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 border="1"> <thead> <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> </thead> <tbody> <tr> <td>1.</td><td>[insert]</td><td></td><td></td></tr> <tr> <td>1.1</td><td>[insert]</td><td>[insert]</td><td>[insert]</td></tr> <tr> <td colspan="4">[REDACTED]</td></tr> <tr> <td colspan="4">[REDACTED]</td></tr> </tbody> </table>	Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission	1.	[insert]			1.1	[insert]	[insert]	[insert]	[REDACTED]				[REDACTED]			
Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission																		
1.	[insert]																				
1.1	[insert]	[insert]	[insert]																		
[REDACTED]																					
[REDACTED]																					

4. CHARGES																								
Call Off Contract Charges	<p>The applicable charging method(s) for this SOW is:</p> <ul style="list-style-type: none"> • [REDACTED] Capped Time and Materials <p>The estimated maximum value of this SOW (irrespective of the selected charging method) is [REDACTED]</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>SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under [REDACTED]</p>																							
Financial Model	<table border="1"> <thead> <tr> <th>Role</th><th>Day rate</th><th>Total days</th><th>Total cost</th></tr> </thead> <tbody> <tr> <td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>[REDACTED]</td><td></td><td></td><td>[REDACTED]</td></tr> </tbody> </table>	Role	Day rate	Total days	Total cost	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]			[REDACTED]			
Role	Day rate	Total days	Total cost																					
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]																					
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]																					
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]																					
[REDACTED]			[REDACTED]																					
Reimbursable Expenses	<p>See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)</p> <p>Any pre-approved reimbursable expenses shall be capped at [REDACTED] of the Charges payable under this Statement of Work and aligned to Defra's policy.</p>																							

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

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Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:		
For and on behalf of the Supplier	Name and title	
	Date Signature	
For and on behalf of the Buyer	Name and title	
	Date	
	Signature	

ANNEX 1 – Sow Template

Ecm_65988 Defra's User Centred Design (UCD) Capability Partner 2022

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:	

Call-Off Contract Reference:	Ecm_65988
Buyer:	Defra, DDTS
Supplier:	TPXimpact Limited
SOW Start Date:	
SOW End Date:	
Duration of SOW:	
Key Personnel (Buyer)	
Key Personnel (Supplier)	
Subcontractors	N/A

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	<p><i>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</i></p> <p><i>Sole Responsibility:</i> <input type="checkbox"/></p> <p><i>Self Directed Team:</i> <input type="checkbox"/></p> <p><i>Rainbow Team:</i> <input type="checkbox"/></p>

3. BUYER REQUIREMENTS – SOW DELIVERABLES	
Outcome Description	

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Milestone Ref	Milestone Description	Acceptance Criteria	Due date
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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>[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules))]</p>														
Performance Management	<p>[Insert details of Material KPIs that have a material impact on Contract performance]</p> <table border="1"> <thead> <tr> <th>Material KPIs</th> <th>Target</th> <th>Measured by</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (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 Annex 1 attached to this Statement of Work.</p>														
Key Supplier Staff	<table border="1"> <thead> <tr> <th>Key Role</th> <th>Key Staff</th> <th>Contract Details</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </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													

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Worker Engagement Status	[Yes / No] [Insert details]												
[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 border="1"> <thead> <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> </thead> <tbody> <tr> <td>1.</td><td>[insert]</td><td></td><td></td></tr> <tr> <td>1.1</td><td>[insert]</td><td>[insert]</td><td>[insert]</td></tr> </tbody> </table> <p>]</p>	Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission	1.	[insert]			1.1	[insert]	[insert]	[insert]
Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission										
1.	[insert]												
1.1	[insert]	[insert]	[insert]										

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] <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	[Insert SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]
Financial Model	[Supplier to insert its financial model applicable to this SOW]
Reimbursable Expenses	<p>[See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)]</p> <p>[Reimbursable Expenses are capped at £[Insert] [OR [Insert] percent ([X]%) of the Charges payable under this Statement of Work.]</p> <p>[None]</p> <p>[Buyer to delete as appropriate for this SOW]</p>

5. SIGNATURES AND APPROVALS
<p>Agreement of this SOW</p> <p>BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the</p>

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Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:		
For and on behalf of the Supplier	Name and title	
	Date Signature	
For and on behalf of the Buyer	Name and title	
	Date	
	Signature	

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:

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 – Not Applicable</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 – Not Applicable</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)

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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] <i>where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</i></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	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>
UNLESS requirement under Union or Member State law to preserve that type of data	