**SOW 01 CONTAINS COMMERCIALLY SENSITIVE INFORMATION AND IS THEREFORE NOT PUBLISHED**

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

[**Insert** Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.]

**Annex 1 (Template Statement of Work)**

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| **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 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:** |  |
| **SOW Title:** |  |
| **SOW Reference:** |  |

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| **Call-Off Contract Reference:** |  |
| **Buyer:** |  |
| **Supplier:** |  |
| **SOW Start Date:** |  |
| **SOW End Date:** |  |
| **Duration of SOW:** |  |
| **Key Personnel (Buyer)** |  |
| **Key Personnel (Supplier)** |  |
| **Subcontractors** |  |

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| **2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT** | |
| **SOW**  **Deliverables Background** | *[Insert details of which elements of the Deliverables this SOW will address].* |
| **Delivery phase(s)** | *[Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live].* |
| **Overview of Requirement** | *[Insert details including Release Types(s), for example, Adhoc, Inception, Calibration or Delivery].* |
| **Accountability Models** | *Please tick the Accountability Model(s) that shall be used under this Statement of Work:*  *Sole Responsibility:☐ Self Directed Team:☐ Rainbow Team:☐* |

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| **3. BUYER REQUIREMENTS – SOW DELIVERABLES** | | | |
| **Outcome Description** |  | | |
| **Milestone Ref** | **Milestone Description** | **Acceptance Criteria** | **Due date** |

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| **Material KPIs** | **Target** | **Measured by** |
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| **Key Role** | **Key Staff** | **Contract Details** |
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| **MS01** |  |  |  |
| **MS02** |  |  |  |
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| **Delivery Plan** |  | | |
| **Dependencies** |  | | |
| **Supplier Resource Plan** |  | | |
| **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).  **[**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: *[insert if necessary]* **]** | | |
| **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** | [Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)] | | |
| **Performance Management** | [Insert details of Material KPIs that have a material impact on Contract performance]  [Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)] | | |
| **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** | [Indicate: whether there is any requirement to issue a Status Determination Statement] | | |

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| **Ref.** | **Type of Information** | **Which Services does this requirement apply to?** | **Required regularity of Submission** |
| **1.** | **[insert]** | | |
| 1.1 | [insert] | [insert] | [insert] |

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| **Worker Engagement Status** | [Yes / No] [Insert details] |
| **[SOW Reporting Requirements:]** | **[**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:  **]** |

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| **4. CHARGES** | |
| **Call Off Contract Charges** | The applicable charging method(s) for this SOW is:   * [Capped Time and Materials] * [Incremental Fixed Price] * [Time and Materials] * [Fixed Price] * [2 or more of the above charging methods]   ***[Buyer to select as appropriate for this SOW]***  The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].  The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract. |
| **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** | [See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy) ]  [Reimbursable Expenses are capped at [£[Insert] [**OR** [**Insert**] percent ([X]%) of the Charges payable under this Statement of Work.]  [None]  *[Buyer to delete as appropriate for this SOW]* |

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| **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** | Name |
| **Buyer** | and title |
|  | Date |
|  | Signature |

**ANNEX 1**

**Data Processing**

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

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

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | **The Relevant Authority is Controller and the Supplier is Processor**  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 the Data 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 purposes of the Data Protection Legislation in respect of:*   * *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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|  | *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]*  ***[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 purposes of the Processing | *[Please be as specific as possible, but make sure that you cover all intended purposes.*  *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  UNLESS requirement under Union or Member State law to preserve that type of data | *[Describe how long the data will be retained for, how it be returned or destroyed]* |