

Framework Schedule 6 (Order Form Template and CallOff Schedules)

Order Form

CALL-OFF REFERENCE:	Project_26672, ecm_13136
CALL-OFF TITLE:	Retirement Digital, Product Design and Delivery Services.
CALL-OFF CONTRACT DESCRIPTION:	Provision of Digital Specialist to support Retirement Digital, Product Design and Delivery Services.
THE BUYER:	
BUYER ADDRESS	Department for Work and Pensions Caxton House, Tothill Street, London, SW1H 9NA
THE SUPPLIER:	Opencast Software Europe Limited
SUPPLIER ADDRESS:	Studio 2 The Kiln, Hoults Yard, Walker Road, Newcastle Upon Tyne, England, NE6 1AB.
REGISTRATION NUMBER:	08047734
DUNS NUMBER:	218367197
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 21st August 2025.

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 oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks Deliverables from the Supplier under the CallOff

Contract, the Buyer and Supplier will agree and execute a Statement of Work (in the form of the template set out in Appendix 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 at Appendix 1.

CALL-OFF LOT(S):

Lot 1 – Digital Programmes

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. 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 Sub-contractors)
 - Joint Schedule 7 (Financial Difficulties)
 - 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 2 Part C & E only (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 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 -
 - Call-Off Schedule 14B (Service Levels and Balanced Scorecard)

- 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)

4. CCS Core Terms (version 3.0.11) & RM6263 Framework Award Form v1.1
5. Joint Schedule 5 (Corporate Social Responsibility) RM6263
6. 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

“Start Date” to be amended in Joint Schedule 1 (Definitions) as follows:

In the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form which shall be the latter of:

- (a) the date of start of a Call-Off Contract as stated in the Order Form; and
- (b) the date on which the first Statement of Work under the relevant Call-Off Contract is executed;

and in the case of a Statement of Work, the date specified in that Statement of Work.

“Key Staff” to be amended in Joint Schedule 1 (Definitions) as follows: “Key Supplier Staff”

Special Term 2

The provision of Clause 10.6.5 of the Core Terms shall be revised as follows

10.6.5 The following Clauses survive the termination or expiry of each Contract (or any individual Statement of Work): 3.2.10, 4.2, 6, 7.5, 9, 11, 12.2, 14, 15, 16, 17, 18, 31.3, 34, 35 and any Clauses and Schedules which are expressly or by implication intended to continue.

Special Term 3

The provision of Clause 10.7.3 of the Core Terms shall be revised as follows (with changes shown in strikethrough and underline):

Where the Buyer has the right to terminate a Call-Off Contract it can terminate or suspend (for any period), all or part of it including terminating or suspending any or all Statements of Work made under the Call-Off Contract. If the Buyer suspends a Contract and/or Statement or Work, it can provide the Deliverables itself or buy them from a third party.

Special Term 4

The following new Clauses 10.7.3A – 10.7.3D shall be added to the Core Terms:

10.7.3A Where the Buyer terminates a Statement of Work pursuant to Clause 10.7.3 under any of Clauses 10.2.2, 10.2.3, 10.4.1, 10.4.2, 10.4.3 or 20.2 or a Statement of Work expires all of the following apply:

- (a) The Buyer's payment obligations under the terminated or expired Statement of Work stop immediately.
- (b) Accumulated rights of the Parties are not affected.
- (c) The Supplier must promptly repay to the Buyer any and all Charges the Buyer has paid in advance in respect of Deliverables not provided by the Supplier as at the termination or expiry date of the Statement of Work.
- (d) The Supplier must promptly delete or return the Government Data held or received under the relevant Statement of Work except where required to retain copies by Law.
- (e) The Supplier must promptly return any of the Buyer's property provided under the terminated or expired Statement of Work.
- (f) Except where termination of a SoW occurs under 10.2.2 or 10.2.3 the Supplier must, at no cost to CCS or the Buyer, co-operate fully in the handover and re-procurement (including to a Replacement Supplier).

10.7.3B The Supplier may also be responsible for the Relevant Authority's reasonable costs of procuring Replacement Deliverables in connection with the remainder of the Statement of Work duration where the Supplier's services have been appropriately terminated in accordance with Clause 10.4.1, and the Buyer shall remain responsible for the costs of those Replacement Deliverables under any new Statement of Work or contract.

10.7.3C In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Statement of Work under Clause 10.2.3:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Statement of Work had not been terminated.

10.7.3D In addition to the consequences of termination listed in Clause 10.7.3A, where a Party terminates a Statement of Work under Clause 20.2 each Party must cover its own Losses.

Special Term 5- A new Clause 10 to be added - Call Off Schedule 9 (DWP Minimum Security Schedule)

DWP Security and Confidentiality Requirements

10.1 BPSS Security level is required for all Supplier staff working under this Call Off Contract.

10.2 In the event that any security clearances other than BPSS Security level is required, this will be included in the relevant Statement of Works.

10.3 Call Off Schedule 9 (Security), DWP Minimum Security Requirements will apply to the Call Off Contract.

10.4 In addition, the Contracting Authority requires the following clauses to be included in any resultant the Contract:

The Supplier agrees to the additional Buyer standard clauses in respect of Security Requirements listed below.

Risk Management:

- a) The Supplier shall and shall procure that any Sub-contractor (as applicable) shall, co-operate with the Buyer in relation to the Buyer's own risk management processes regarding the Services.
- b) For the avoidance of doubt, the Supplier shall pay all costs in relation to undertaking any action required to meet the security requirements stipulated in this Statement of Work. Any failure by the Supplier to comply with any security requirements of this Statement of Work, shall constitute a material Default entitling the Contracting Authority to exercise its rights under clause 10.4.1 of the Core Terms.

Security Audit and Assurance:

- a) The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, complete the information security questionnaire in the format stipulated by the Buyer (the "Information Security Questionnaire") at least annually or at the request by the Buyer. The Supplier shall provide the completed Information Security Questionnaire to the Buyer within one calendar month from the date of request.
- b) The Buyer shall schedule regular security governance review meetings which the Supplier shall and shall procure that any Sub-contractor (as applicable) shall, attend.

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.

Security Policies and Standards

- a) The Buyer's security policies are published on:
DWP procurement: security policies and standards - GOV.UK (www.gov.uk)
- b) The Supplier will be required to comply with:
- 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
- (published on HMG personnel security controls - GOV.UK (www.gov.uk))

Special Term 6 - A new Clause 7.6 shall be added to Core Terms:

Where the Supplier wishes to substitute any supplier staff assigned to Deliverables, the Supplier shall provide a minimum notice period of 4 weeks to the Buyer to accommodate knowledge transfer /handover unless otherwise agreed with the Buyer.

Special Term 7

IR35 Status- The provision of Annex 2 in this Order Form shall apply in respect of any Statement of Work concluded under this Call Off Contract.

Special Term 8

A new Clause 11 shall be added to Call Off Schedule 10 (Exit).

Within 10 days of termination or expiry of the relevant Statement of Work, the Supplier shall deliver to the Buyer all equipment provided by the Buyer to the Supplier and the Supplier Staff for use in the provision of the Services and all other materials (together with materials containing Intellectual Property Rights), access keys, documents, and information provided to the Supplier or the Supplier Staff.

The Supplier shall ensure such property shall be handed back to the Buyer in good working order (allowance shall be made for reasonable wear and tear).

Special Term 9

Insert a new clause 1.1A below within Call-Off Schedule 14B (Service Levels and Balanced Scorecard):

“1.1A For the avoidance of doubt, pursuant to clause 1.1 of Section 2 Balanced Scorecard the parties agree that the Balanced Scorecard and key performance indicators apply to this Call Off Contract and all Statements of Work entered into by the parties. For individual Statements of Work, the parties may agree additional Service Levels under Section 1 of this Call-Off Schedule 14B.”

Special Term 10

Insert a new clause 9.8 in the Core Terms:

9.8 For individual Statements of Work, the parties may agree the application of Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables) to the digital Deliverables, which will be further detailed in each Statement of Work entered into between the Buyer and Supplier.

Special Term 11

Clause 7 of the Core Terms is amended to include a new Clause 7.7 as follows:

The Parties do not intend for the Agency Workers Regulations 2010 to apply in respect of any

Supplier Staff provided under this contract. The Parties agree that in the event that the Agency Workers Regulations 2010 apply to any Supplier Staff the Supplier shall indemnify the Buyer both during and after the Term against all liabilities that may arise as a result of any claims brought under the Agency Workers Regulations 2010.

Special Term 12

Order Form – Appendix 1 (Statements of Work): 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 at Appendix 1 to this Order Form

Special Term 13

Core Terms – Clause 10.2 (Ending the Contract) is amended as follows: “The Relevant Authority can extend the Call-Off Contract for the Extension Period by giving the Supplier no less than 30 Days’ written notice before the contract expires.”

Special Term 14

Call-Off Schedule 25 (Ethical Walls Agreement) is replaced by most recent GLD version, and the most recent GLD version will be used at the time where Ethical Walls are required.

CALL-OFF START DATE: **1 September 2025**

CALL-OFF EXPIRY DATE: **31 August 2029**

CALL-OFF INITIAL PERIOD:	Four (4) Years, 0 Months
CALL-OFF OPTIONAL EXTENSION PERIOD:	a period, or periods, in aggregate of up to 12 Months (Subject to internal governance, business need and funding)
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	2 Months
CALL-OFF CONTRACT VALUE:	<p><u>Initial term</u>: Up to a maximum of £22,451,532.00 (excl. VAT)</p> <p><u>Extension value</u>: Up to a maximum of £5,612,883.00 (excl. VAT)</p> <p><u>Total Call-Off Contract value including extension</u>: Up to a maximum of £28,064,415.00 (excl. VAT)</p>
KEY SUB-CONTRACT PRICE:	N/A – no material sub-contractor that will perform any of the supplier obligations under this contract

CALL-OFF DELIVERABLES

See details in 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 Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

Performance Standard / Requirement	Description
Technology standards and guidance	<p>All deliverables and outcomes must meet all requirements set out in the GDS Standards.</p> <p>Details of the Standards are set out in the following link https://www.gov.uk/service-toolkit</p>

All services should meet the performance standards and expected skills of the roles set out in the DDaT profession capability framework	https://ddat-capability-framework.service.gov.uk/index.html
GDS Service Standards	https://www.gov.uk/servicemanual/servicestandard
All services to adhere to the government design system, (unless agreed otherwise with the service Contracting Authority).	https://design-system.service.gov.uk/
Accessibility	https://www.gov.uk/servicemanual/helpingpeople-to-use-yourservice https://www.w3.org/TR/WCAG22/
All work delivered to be GDPR compliant and in line with departmental policies.	https://www.gov.uk/guidance/thetechnologycode-of-practice https://www.gov.uk/servicemanual/agiledelivery https://ico.org.uk/for-organisations/ukgdprguidance-and-resources/ https://www.gov.uk/data-protection

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 Core Terms, as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £9,100,000.00 Estimated Charges in the first 12 Months of the Contract.

CALL-OFF CHARGES

Charges shall be calculated using the applicable pricing mechanism from the list below which will be agreed for each deliverable and SOW with the Contracting Authority.

- (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.

The Day Rates are fixed for the duration of the Call-Off contract term, including any extension period agreed by the Parties.

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

The Call-Off Contract has no minimum spend or volume commitments.

The total published Total Contract Value (TCV) will be up to £28,125,000.00 (ex VAT). This is published as an indication to the market of the maximum amount which could be spent through this contract and shall not be taken by the Supplier as a commitment or a forecast or likely revenue. The Supplier recognises the published TCV is the maximum spend permitted under this contract and will alert the Buyer before accepting any such request which would take the total charges beyond the published TCV. The Buyer shall not be liable for any charges above the published TCV unless the Supplier has notified the Buyer and the parties have agreed a change to this provision through the change control process.

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).

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

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

PAYMENT METHOD

The charging method applicable for this Call-Off Contract will be agreed for SOW with the Contracting Authority.

The Supplier will issue electronic invoices monthly in arrears.

Invoices should be submitted to: REDACTED TEXT under FOIA Section 40

Copy invoices will be emailed to the named individual provided for in each Statement of Work.

All invoices must meet the following requirements:

- Must include a valid purchase order number.
- All files/invoices must be in PDF format;
- One PDF per invoice – all supporting documentation must be included within the single PDF;
- Supplier should not attach additional/separate supporting documentation as a separate file.

Multiple invoices can be attached to one email, but each invoice must be in a separate PDF (with no additional supporting files as described above).

The Supplier must be able to use electronic purchase to pay (P2P) routes, including catalogue and invoicing.

The Supplier must work with DWP to set up and test all electronic P2P routes. This may involve creating technical ordering and invoicing files, including working with DWP's ERP system service supplier systems.

BUYER'S INVOICE ADDRESS:

Invoices should be submitted to: REDACTED TEXT under FOIA Section 40

Paper invoices should be sent to:
REDACTED TEXT under FOIA Section 40

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40

X

BUYER'S ENVIRONMENTAL POLICY

The buyer is in the process of developing its environmental policy and intend to introduce this as part of the variation process.

BUYER'S SECURITY POLICY See details in **Special Term 4** above.

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40

SUPPLIER'S CONTRACT MANAGER

REDACTED
TEXT under
FOIA Section
40

PROGRESS REPORT FREQUENCY

Monthly or as agreed in SOW

PROGRESS MEETING FREQUENCY

Monthly service review to discuss performance of KPIs, performance, risk and any challenges.
Quarterly Supplier Governance Board review with DWP Supplier Relationship Manager.

KEYSUPPLIER STAFF

Not applicable

KEY SUBCONTRACTOR(S)

None

COMMERCIALLY SENSITIVE INFORMATION See Joint
Schedule 4 (Commercially Sensitive Information)

BALANCED SCORECARD

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

MATERIAL KPIs

The Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14B

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

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

STATEMENT OF WORKS

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

OTHER

1. The Supplier's Staff will not be provided on an exchange or secondment basis
2. The Supplier's services are provided subject to a 90-day warranty period.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature :	REDACTED TEXT under FOIA Section 40	Signature :	REDACTED TEXT under FOIA Section 40
Name:	REDACTED TEXT under FOIA Section 40	Name:	REDACTED TEXT under FOIA Section 40
Role:	REDACTED TEXT under FOIA Section 40	Role:	REDACTED TEXT under FOIA Section 40

Date:	22 August 2025	Date:	25 th August 2025
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Appendix 1

The Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work below.

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

(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 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:	
SOW Title:	

SOW Reference:	ecm_13136 – SOW xx
Call-Off Contract Reference:	DWP Contract Ref: ecm_13136
Buyer:	Department for Work and Pensions
Supplier:	Opencast
SOW Start Date:	
SOW End Date:	
Duration of SOW:	
Key Personnel (Buyer)	
Key Personnel (Supplier)	
Subcontractors	

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT	
	<i>[Insert details of which elements of the Deliverables this SOW will address].</i>
SOW Deliverables Background	
	<i>[Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live].</i>

Delivery phase(s)	
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			
Milestone Ref	Milestone Description	Acceptance Criteria	Due date
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: insert if necessary]</p>		
Cyber Security Standards	<p>The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus</p>		

	<p>Certificate for the work undertaken under this SOW, in accordance with Joint Schedule e Essentials Scheme).</p> <p>13</p>															
SOW Standards	<p>Standards applicable to this SOW:</p> <ul style="list-style-type: none"> Standards detailed in the specification in Framework Schedule 1 (Specification). Standards detailed by the Buyer in the Order Form, Call-Off Schedules, Joint Schedules or agreed between the Parties. Relevant Government codes of practice and guidance. <p>Delivery Lead to insert any additional standards specific to this SOW at SOW draft.</p>															
Performance Management	<p>Supplier Performance will be measured in accordance with Call-Off Schedule 14B Service Levels and Balanced Scorecard.</p> <p>The below KPIs will be applicable to this SOW and will have a material impact on Contract Performance:</p> <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>	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> <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														

Worker Engagement Status	<p>The Supplier confirms to the Buyer that the Supplier shall endeavour to deliver the Services using resources who are on Supplier payroll and/or through subcontract via Buyer-approved Subcontractors with full PAYE and NI deducted for such resources at source in compliance with the Off Payroll Workers Legislation.</p> <p>See Special Term 6 IR35 Status in the Order Form</p>			
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>			
	Ref	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
	1.	SOW Charges Report		
	1.1	Detailed breakdown of actual and forecast charges against each Statement of Work	To be added at SOW draft	Monthly – no later than 5 th Working Day of each calendar month

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] • [Incremental Fixed Price] • [Time and Materials] • [Fixed Price] • [2 or more of the above charging methods] <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> <p>Suppliers submit time sheets to hiring managers for approval. INSERT TIMESHEET</p> <p>INVOICING: Electronic Invoices (attached to E-Mails) should be sent to:</p> <p><u>REDACTED TEXT under FOIA Section 40 UK</u></p> <p>Paper invoices should be sent to; SSCL, PO Box 406, Phoenix House, Celtic Springs, Newport, NP10 8FZ</p>
Rate Cards Applicable	<p><i>As contained in Call-Off Schedule 5 – Pricing Details and Expenses Policy under section 2 Day Rates.</i></p> <p><i>2.1 – Rate Card.</i></p>
Financial Model	<p>[Supplier to insert its financial model applicable to this SOW]</p>
Resource Cost:	<p>£xxx</p>

Reimbursable Expenses	<p>Reimbursable Expenses are capped at £[Insert]</p> <p>Reimbursable Expenses will be charged in accordance with Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy).</p> <p>The Supplier shall formally request permission of the Buyer prior to committing to any Business Travel or Accommodation booking associated with the delivery of this SOW.</p>
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5. SIGNATURES AND APPROVALS	
<p>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:</p>	
For and on behalf of the Supplier	<p>Name:</p> <p>Title:</p> <p>Date:</p> <p>Signature:</p>
For and on behalf of the Buyer	<p>Name:</p> <p>Title:</p> <p>Date:</p> <p>Signature:</p>

Resource Profile

Supplier to insert the Resource Profile – if Resource SOW. This should include: Role, SFIA Level, Onshore/Offshore, Day Rate, No of Days, Total Cost.

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
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<p>Identity of Controller for each Category of Personal Data</p>	<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] <i>the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</i> <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p><i>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:</i></p> <ul style="list-style-type: none"> • [Insert] <i>the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</i> <p>The Parties are Joint Controllers</p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • [Insert] <i>the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</i> <p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> • <i>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,</i>
	<ul style="list-style-type: none"> • [Insert]

*the scope of other Personal Data provided by one Party who is
ller to the other Party who will separately determine the nature and
es 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] where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</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 UNLESS requirement under Union or Member State law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>

Appendix 2 - IR35 STATUS

1. Off-Payroll Working Rules

1.1 In this paragraph, the following expressions mean:

Contractor	means any individual delivering, or forming part of, the SOW Deliverables (or any part of them)
Intermediary	means any “intermediary” (as defined in section 61M ITEPA) in respect of which any of Conditions A – C within section 61N ITEPA are met
ITEPA	Income Tax (Earnings and Pensions) Act 2003
Off-Payroll Working Rules	means the provisions of Chapter 10 of Part 2 ITEPA relating to the engagement of workers through intermediaries and the provisions of Social Security Contributions (Intermediaries) Regulations 2000/727 (or, in each case, any other provisions under any law having like effect)
Status Determination	means a status determination pursuant to, and for the purposes of, the Off-Payroll Working Rules
SOW Deliverables	means any Deliverables to be provided under the relevant Statement of Work
Tax	means income tax, employee national insurance contributions and employer national insurance contributions (in each case whether or not required to be accounted for under the PAYE rules of the United Kingdom) and any equivalent tax, contribution or similar obligations elsewhere, together, in each case, with all related penalties and interest

- 1.2 Subject to paragraph 1.3 below, the Supplier warrants and undertakes to the Buyer in respect of any Contractor based in the UK that (i) each Contractor will be directly engaged exclusively as an employee of the Supplier or an Affiliate of the Supplier for the purposes of and when delivering any SOW Deliverables (with all required Tax being withheld, deducted and/or accounted for in respect of any payments or other benefits provided to that Contractor), or (ii) where a Contractor is not

engaged as an employee of the Supplier or a Affiliate of the Supplier, including but not limited to cases where Supplier uses a third party agency to procure Contractors, they will be engaged as a worker and subject to PAYE for the purposes of and when delivering any SOW Deliverables (with all required Tax being withheld, deducted and/or accounted for in respect of any payments

or other benefits provided to that Contractor); and – in both cases (ii) that it is not, nor will at any time be, an Intermediary of any Contractor.

- 1.3 The Supplier warrants and undertakes to the Buyer that no Contractor will deliver their services through an Intermediary of that Contractor without the Supplier having first obtained the written consent of the Buyer to such Contractor doing so (such consent being at the absolute discretion of the Buyer).
- 1.4 Promptly upon request from the Buyer, the Supplier shall provide (or procure provision) to the Buyer of all such evidence, information and assistance as the Buyer reasonably requires in order to confirm that the warranties and undertakings given by the Supplier in paragraphs 1.2 and 1.3 are, and remain, true, accurate and correct in all respects.
- 1.5 The Buyer shall be entitled to make any deductions in respect of Tax, from any payments to the Supplier, which it reasonably considers are required to be made as a result of, or connection with, the application of the OffPayroll Working Rules.
- 1.6 In respect of each Contractor or the SOW Deliverables (or any part of them), promptly upon request from the Buyer, the Supplier shall provide (or procure provision) to the Buyer of all such information and assistance as the Buyer reasonably requires in connection with the Off-Payroll Working Rules (including, but not limited to, such information or assistance as the Buyer reasonably requires in order to assess whether or not the Off-Payroll Working Rules apply to the SOW Deliverables (or any part of them) and/or to any arrangements involving the performance of any services by any Contractor, to carry out any Status Determination or to comply with any other requirement or obligation it may have a result of or in connection with the application of the Off-Payroll Working Rules).
- 1.7 In circumstances where the Supplier, any Contractor or any other person involved (directly or indirectly) in the supply of the SOW Deliverables (or any part of them) wishes to make any representations (or any further representations) to the Buyer that any Status Determination carried out by

the Buyer is incorrect, the Supplier shall procure that any such representations are sent to the Buyer.

1.8 The Supplier warrants and undertakes to the Buyer that it shall:

- 1.8.1 immediately inform the Buyer if, at any time, it becomes aware of any new or additional fact, matter or circumstance, or any change in any fact, matter or circumstance, in each case, from which it appears that (a) the Off-Payroll Working Rules could apply or (b) any change may need to be made to any Status Determination previously carried out, in each case, in relation to the supply of the SOW Deliverables (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor, and the Supplier shall also procure that each Contractor will do the same; and
- 1.8.2 in circumstances where the Buyer has, in relation to any Contractor, determined that the condition in section 61M(1)(d) ITEPA is not met, manage the delivery of the SOW Deliverables (and any part of them), manage any arrangements involving the performance of any services by that Contractor, and do or not do (as the case may be) all such things as are necessary, in each case, to ensure that the condition in section 61M(1)(d) ITEPA is not met and remains not met, in relation that Contractor.

1.9 The Supplier warrants and undertakes to the Buyer that it shall, at all times, comply with any and all requirements or obligations it may have as a result of or in connection with the application of the Off-Payroll Working Rules to the provision of the SOW Deliverables (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor, including, but not limited, to any obligation to make any deductions for Tax, and shall procure the compliance of all other parties involved (directly or indirectly) in the supply of the SOW Deliverables (or any part of them).

1.10 The Supplier shall indemnify the Buyer, on demand and on an after-Tax basis, against:

- 1.10.1 any and all proceedings, claims or demands by any third party (including, but without limitation, HM Revenue & Customs and any successor, equivalent or related body);
- 1.10.2 any and all Tax and any other liabilities, losses, deductions, contributions or assessments; and

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1.10.3 any and all reasonable costs or expenses and any penalties, fines or interest incurred or payable,

in each case, which arise as a result of, in consequence of, or otherwise in connection with, (i) the Supplier, at any time, being in breach of any of the warranties or undertakings given in paragraphs 1.2, 1.3, 1.8 and/or 1.9 and/or (ii) the application of the Off-Payroll Working Rules to the provision of the SOW Deliverables (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor.

1.11 The provisions of clauses 26.2 – 26.6 of the Core Terms shall not apply to any claim under paragraph 1.10.

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