



**RM6100 Technology Services 3 Agreement  
Framework Schedule 4 - Annex 1  
Lot 3 Order Form**

## Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 15 June 2021 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website RM6100 Technology Services 3. The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports; and
12. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

- 1.1 the Framework, except Framework Schedule 18 (Tender);
- 1.2 the Order Form;
- 1.3 the Call Off Terms; and
- 1.4 Framework Schedule 18 (Tender).



Section A  
General information

Contract Details	
Contract Reference:	C27369
Contract Title:	Fish Export Services – Application Development and Support Services
Contract Description:	To provide end-to-end application development and digital delivery capabilities in a multi-supplier environment working to the Buyer standards and methods.
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	Up to £9,750,000 ex vat
Estimated Year 1 and 2 Charges:	£4,875,000 – Year 1 £4,875,000 - Year 2
Commencement Date: this should be the date of the last signature on Section E of this Order Form	9 <sup>th</sup> December 2024

Buyer details
Buyer organisation name The Secretary of State for Environment, Food and Rural Affairs
Billing address Your organisation's billing address - please ensure you include a postcode SSCL address
Buyer representative name The name of your point of contact for this Order [Redacted]
Buyer representative contact details Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 50.6 of the Contract. [Redacted]
Buyer Project Reference Please provide the customer project reference number. TBC



Crown  
Commercial  
Service

## Supplier details

### Supplier name

The supplier organisation name, as it appears in the Framework Agreement  
Capgemini UK PLC

### Supplier address

Supplier's registered address  
1 Forge End, Woking, Surrey, GU21 6DB

### Supplier representative name

The name of the Supplier point of contact for this Order

### Supplier representative contact details

Email and telephone contact details of the supplier's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

### Order reference number or the Supplier's Catalogue Service Offer Reference Number

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.

RM6100 = Capgemini – Lot3 – Application Development Fish Export Services Programme 001

## Guarantor details

*Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.*

### Guarantor Company Name

The guarantor organisation name

Not Applicable

### Guarantor Company Number

Guarantor's registered company number

Not Applicable

### Guarantor Registered Address

Guarantor's registered address

Not Applicable



Crown  
Commercial  
Service

## Section B

### Part A – Framework Lot

#### Framework Lot under which this Order is being placed

*Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2, 3 and/or 5. Where Lot 1 is also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.*

- |  |                                     |
|--|-------------------------------------|
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN | <input type="checkbox"/>            |
| 2. TRANSITION & TRANSFORMATION           | <input type="checkbox"/>            |
| 3. OPERATIONAL SERVICES                  |                                     |
| a: End User Services                     | <input type="checkbox"/>            |
| b: Operational Management                | <input type="checkbox"/>            |
| c: Technical Management                  | <input type="checkbox"/>            |
| d: Application and Data Management       | <input checked="" type="checkbox"/> |
| 5. SERVICE INTEGRATION AND MANAGEMENT    | <input type="checkbox"/>            |

### Part B – The Services Requirement

#### Commencement Date

See above in Section A

#### Contract Period

*Guidance Note – this should be a period which does not exceed the maximum durations specified per Lot below:*

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
2	36 (3)
3	60 (5)
5	60 (5)

**Initial Term** Months

24 months

**Extension Period (Optional)** Months

6 months

**Minimum Notice Period for exercise of Termination Without Cause** 30 days  
(Calendar days) *Insert right (see Clause 35.1.9 of the Call-Off Terms)*

#### Sites for the provision of the Services

*Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third-party premises.*

The Supplier shall provide the Services from the following Sites:



Crown  
Commercial  
Service

### Buyer Premises:

Any DEFRA premises

### Supplier Premises:

All Capgemini UK PLC premises

Please note that the Supplier's Services will be delivered through hybrid and remote working.

### Third Party Premises:

#### India

Bangalore, B5 Building, XP8F+M82, A5 Rd, Divyasree TechnoPark, Kundalahalli, Brookefield, Bengaluru, Karnataka 560037 India

Chennai, Prestige Cyber Towers, 117, Rajiv Gandhi Salai, Karapakkam, Chennai, Tamil Nadu 600097 India

Gandhinagar, Capgemini India, Mindspace Sez, A-201/02, K Raheja Rd, Gandhinagar, Gujarat 382010 India

Hyderabad, Capgemini Technology Services India Ltd. IT Park 1, 115 / 32&35, Nanakram Guda, Gachibowli, Hyderabad – 500 032 India

Kolkata, Candor Infospace Complex, Tower A3 1st Floor, Newtown, Kolkata, West Bengal 700156 India

Mumbai, T3 & IT4 (SEZ), Airoli knowledge Park, Thane Belapur Road, Airoli, Navi Mumbai - 400708 Maharashtra, India

Noida, Unitech Building, INFOSPACE, Plot No. 20 and 21 Sea View Developers, Tower 9, Sector 135, Noida, Uttar Pradesh 201301 India

Pune, Rajiv Gandhi Infotech Park, Plot No.14, Phase III MIDC SEZ, Village Man Taluka Mulshi, Haveli, Pune, Maharashtra India

Please note that the Supplier's Services will be delivered through hybrid and remote working.

### Buyer Assets

*Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms*

Not applicable

### Additional Standards

*Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.*

- [Software Development](#)
- [Quality Assurance Testing](#)



Crown  
Commercial  
Service

- [Service Standards](#)
- [Technology Code of Practice](#)
- [DDTS Tools Authority Common Technology Choices](#)
- [OWASP Security Standards](#)
- [CCTS Assurance Guardrails](#)
- [MRS Code of Conduct](#)
- [MRS Binding guidelines](#)

### Buyer Security Policy

The Parties shall review and agree the Security Policy within 90 days of the contract start date. The Buyer Security Policy shall then form part of the Call Off Contract. The Security Policy for offshoring is attached below



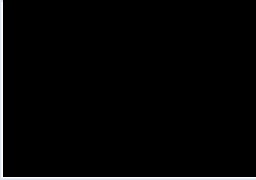
Suppliers must comply with the following Defra Group Security policies. Policies may be amended and updated over the period of the contract and Suppliers are required to comply with any revised policies that are issued :

Defra Group Acceptable Use Policy  
 Defra Group Access Control Policy  
 Defra Group Business Continuity Policy  
 Defra Group Classification Policy  
 Defra Group Data Loss Prevention Policy  
 Defra group Filming Photography and Audio Recording Policy and Guidance Defra group Filming Photography and Audio Recording Policy and Guidance  
 Defra Group ICT Technical Vulnerability Management Policy  
 Defra Group Info Systems Acquisition Dev and Maintenance Policy  
 Defra Group Information Assurance and Security policy Governance  
 Defra Group Information Risk Policy  
 Defra Group Offshoring Security Policy  
 Defra Group Password Policy  
 Defra Group Personnel Security Policy  
 Defra Group Physical Security Policy  
 Defra Group Protective Monitoring Policy  
 Defra Group Removable Media Policy  
 Defra group Secure IT Lifecycle Policy  
 Defra Group Security Clear Desk and Clear Screen Policy  
 Defra Group Security Incident Response Management Policy  
 DgS Compliance and Assurance Policy



Crown  
Commercial  
Service

## DgS Cyber and IT Security Assurance Policy



## Buyer ICT Policy

Suppliers must comply with the Defra Group ICT policies.

As above

## Insurance

*Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.*

Third Party Public Liability Insurance £10m combined with Professional Indemnity liability per event in the annual policy aggregate.

Professional Indemnity Insurance £10m combined with Public liability per event in the annual policy aggregate.

Employer's Liability Insurance (£) - £10m per event

## Buyer Responsibilities

The Buyer shall

- Provide a single point of contact (SPoC) or nominated person for each project to scope the SoW who has the authority to work with the Supplier project lead to mutually agree the scope of the tasks to be undertaken by the Supplier team
- Assign appropriate technical, business, or other identified resources to define the scope of the SoW
- Provide a list of the internal stakeholders to be consulted in delivery of each SoW work
- Manage communications with the business and other internal stakeholders that are to be consulted in the delivery of the SoWs
- Stakeholders provide input and review feedback in a timely manner



**Crown  
Commercial  
Service**

- Endure all document reviews are completed and returned within 5 Working Days of issue by the Supplier
- Stakeholders provide input and, are made available to attend agreed meetings (via Teams calls or in person) to secure the information regarding the current systems and processes
- Support agile delivery with in-sprint review and approval, provide business input to backlog prioritisation and sprint planning
- Provide copies of supporting business documentation/processes needed to scope the SoW
- Act as Data Controller in accordance with all active Data Protection legislation (although noting that the Supplier does not intend to receive or process any personally identifiable data during the course of this engagement).
- The Supplier requires timely update and accurate demand running forecast to source and maintain capacity
- The Supplier requires timely access to end users or their representatives to assure the validity and applicability of proposed solutions

#### **Goods**

Not applicable

#### **Governance – Option Part A or Part B**

<b>Governance Schedule</b>	<b>Tick as applicable</b>
Part A – Short Form Governance Schedule	<input type="checkbox"/>
Part B – Long Form Governance Schedule	<input checked="" type="checkbox"/>

The Part selected above shall apply this Contract.

#### **Change Control Procedure – Option Part A or Part B**

<b>Change Control Schedule</b>	<b>Tick as applicable</b>
Part A – Short Form Change Control Schedule	<input checked="" type="checkbox"/>
Part B – Long Form Change Control Schedule	<input type="checkbox"/>

The Part selected above shall apply this Contract.





Crown  
Commercial  
Service

## Section C

### Part A - Additional and Alternative Buyer Terms

#### Additional Schedules and Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.

#### Part A – Additional Schedules

Additional Schedules	Tick as applicable
S1: Implementation Plan	<input checked="" type="checkbox"/>
S2: Testing Procedures	<input checked="" type="checkbox"/>
S3: Security Requirements (either Part A or Part B)	Part A <input type="checkbox"/> or Part B <input checked="" type="checkbox"/>
S4: Staff Transfer	<input type="checkbox"/>
S5: Benchmarking	<input checked="" type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input checked="" type="checkbox"/>
S7: Continuous Improvement	<input checked="" type="checkbox"/>
S8: Guarantee	<input type="checkbox"/>
S9: MOD Terms	<input type="checkbox"/>

#### Part B – Additional Clauses

Additional Clauses	Tick as applicable
C1: Relevant Convictions	<input type="checkbox"/>
C2: Security Measures	<input type="checkbox"/>
C3: Collaboration Agreement	<input checked="" type="checkbox"/>

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

#### Part C - Alternative Clauses

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	<input type="checkbox"/>
Northern Ireland Law	<input type="checkbox"/>
Joint Controller Clauses	<input type="checkbox"/>

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

### Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A



**Additional Schedule S3 (Security Requirements)**

*Guidance Note: where Schedule S3 (Security Requirements) has been selected in Part A of Section C above, then for the purpose of the definition of "Security Management Plan" insert the Supplier's draft security management plan below.*

The Supplier will use the existing Security Plan developed previously. This aligns to the Buyer Security Policies and will be reviewed and agreed by both parties.

**Additional Schedule S4 (Staff Transfer)**

*Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of "Fund" in Annex D2 (LGPS) of Part D (Pension) insert details of the applicable fund below.*

Not applicable

**Additional Clause C1 (Relevant Convictions)**

*Guidance Note: where Clause C1 (Relevant Convictions) has been selected in Part A of Section C above, then for the purpose of the definition of "Relevant Convictions" insert any relevant convictions which shall apply to this contract below.*

Not applicable

**Additional Clause C3 (Collaboration Agreement)**

*Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.*

The Supplier will work in a multi-disciplinary/multi-vendor environment to support the Buyer, working collaboratively with existing Buyer teams and other suppliers.

An executed Collaboration Agreement shall be delivered from the Supplier to the Buyer within the stated 30 Working Days from the Commencement Date: 9<sup>th</sup> December 2024.

**Section D  
Supplier Response**

**Commercially Sensitive information**

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*







Section E  
Contract Award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.







SIGNATURES

For and on behalf of the Supplier

Name		
Job role/title		
Signature		
		 

Date Signed: 10/12/2024

For and on behalf of the Buyer

Name		
Job role/title		
Signature		
		 
		



Crown  
Commercial  
Service

## **Attachment 1 – Services Specification**



## Attachment 2 – Charges and Invoicing

### Part A – Milestone Payments and Delay Payments

To be applied at Statement of Work level in agreement with both parties.

### Part B – Service Charges

The Supplier will provide invoicing in accordance with Schedule 2 – Charges and Invoicing with the following additional requirements:

- Invoices will be provided by working day 7 following the end of each month in which the work was carried out and with full supporting information e.g. Third Party and expenses
- The invoices for Time and Materials contracts will include actual days for each SFIA Grade/Level of resource used multiplied by rates as per Table of Rates and provide complete breakdowns of costs across both cost centres, correct project codes and other mandated invoice allocations as required.
- Additional project time booking information for Time and Materials contracts will be provided by working day 9 following the month in which the work was carried out to include where the time was worked across the month, apportioned into SoW, cost centres and project codes (the Billing Sheets)
- The Supplier will issue charge rate changes for approval by the Buyer in writing prior to any invoicing approvals
- The Supplier overtime will be pre-approved in writing by the Buyer shall be presented to Supplier Management team alongside the Billing Sheet
- The Supplier would request that Delay Payments not be enforced by the Buyer/be removed from Schedule 2 as the Service is currently provided and charged for without a Delay Payment mechanism and that accepting this risk will have a price implication to the Supplier
- The Supplier's Delivery Manager will issue an acceptance certificate where milestone payments are defined in the SoW. These will be issued to the Buyer for approval and supplied alongside the invoice information
- Where the Supplier is procuring services from:
  - Third Party – charges will be capped at 10% mark-up
  - Subcontractor Resources – charges will be aligned to the current table of rates
  - Subcontractor Services contracted from a Third Party – charges will be capped at 10% mark-up
- Where possible any licence that is procured by the Supplier should be procured in the Buyer's name or have the ability to be novated.
- During the first 90 days after the Contract start date, the Supplier will review Defra policy, process, or other activity to be agreed to ascertain if it has any unforeseen operational or financial



Crown  
Commercial  
Service

impact. In the event of such an occurrence, the Supplier reserves the right to reasonably revise its charges and/or its operational timetables accordingly.

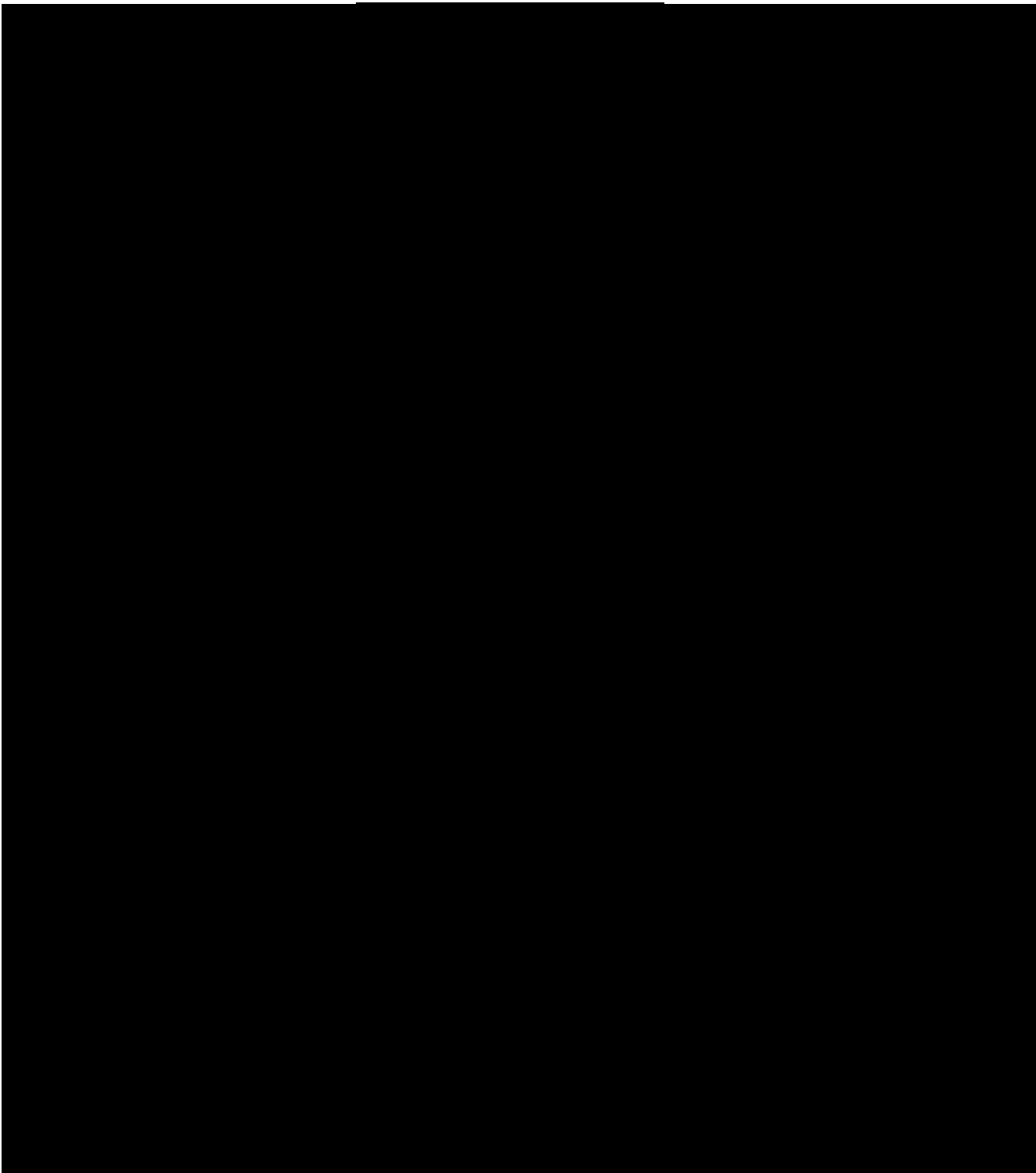
- Should the Buyer require access to specialist skills not covered in the rate cards, the Parties will agree on mutually acceptable rates for these skills.

## **Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges**



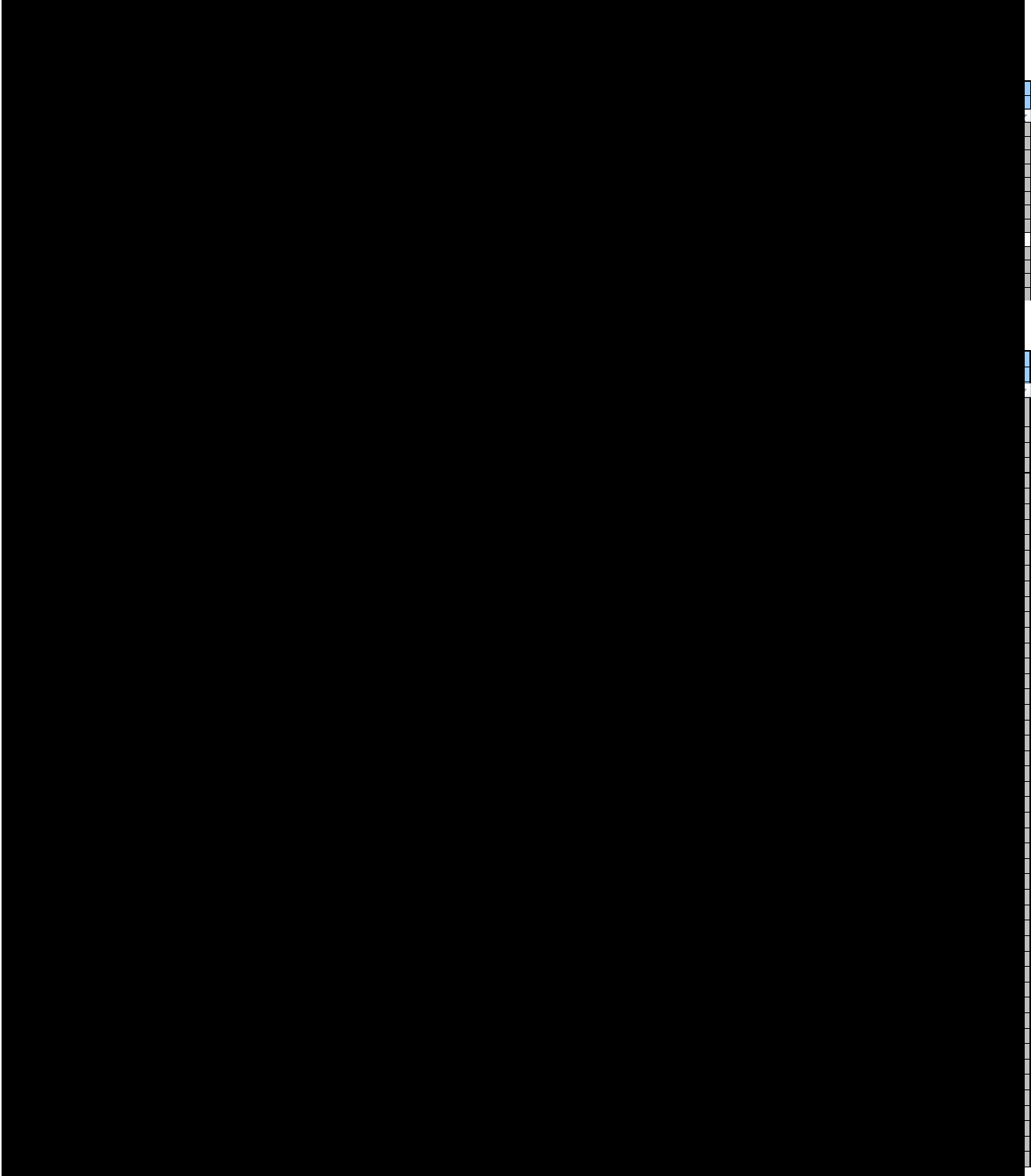


Crown  
Commercial  
Service





Crown  
Commercial  
Service







Crown  
Commercial  
Service

[Redacted]

[Redacted]

[Redacted]



Crown  
Commercial  
Service

## Part D – Risk Register

#	Risk/Assumption	Owner	Mitigation
<b>R1</b>	IF key stakeholders are not available for consultation, expert advice, domain knowledge and deliverables review, THEN delivery timelines and/or costs may exceed agreed budget.	Joint	<ol style="list-style-type: none"> <li>1. Supplier to provide reasonable notice of stakeholder access needs.</li> <li>2. Both Parties to make and document working assumptions in project SoWs.</li> <li>3. Project timescales and/or cost impact to be subject to project change control.</li> </ol>
<b>R2</b>	IF incorrect and/or missing specification requirements are supplied, THEN the Supplier response may not reflect the true delivery cost and time to complete.	Buyer	<ol style="list-style-type: none"> <li>1. Buyer SoW request to be peer reviewed prior to submission to the Supplier, with appropriately qualified SME's and business areas to consult and approve the request for the stated scope and requirements.</li> <li>2. Positive handover of SoW request to be completed by the Buyer with the Supplier in order to verify and confirm requirements will meet the desired outcome.</li> </ol>
<b>R3</b>	IF there is no awareness of future project requirements, THEN the Supplier may not be able to re-	Joint	<ol style="list-style-type: none"> <li>1. Buyer to provide a regular forward view of Supplier demand.</li> </ol>



Crown  
Commercial  
Service

	spond to requests or mobilise projects in the Buyer desired timescales.		<ol style="list-style-type: none"> <li>2. Supplier to maintain forward resource profile based on Buyer demand.</li> <li>3. Both Parties to collaborate on developing a suitable skilled and knowledgeable talent pool for known future project requirements.</li> </ol>
<b>R4</b>	IF the skills and knowledge required do not match Supplier capability and/or are in industry short supply, THEN the Supplier may not be able to respond to requests or mobilise projects in the Buyer desired timescales.	Joint	<ol style="list-style-type: none"> <li>1. Supplier to maintain forward resource profile based on Buyer demand and seek to source key skills.</li> <li>2. Both Parties to collaborate on developing a suitable skilled and knowledgeable talent pool for known future project requirements.</li> </ol>
<b>R5</b>	IF the specification and agreement of SoWs are delayed, THEN the Supplier may not be able to mobilise projects and the Buyer desired project timescales may not be achieved	Joint	<ol style="list-style-type: none"> <li>1. Both Parties to collaborate on the agreement of reasonable timescales and content required to enable projects to start.</li> <li>2. Both Parties to monitor and report on performance against agreed SoW timescales.</li> </ol>
<b>R6</b>	IF a Subcontractor does not accept the flow downs from the Call Off	Buyer	<ol style="list-style-type: none"> <li>1. Supplier to make reasonable endeavours to flow down terms and conditions.</li> </ol>



Crown  
Commercial  
Service

	Contract despite the Supplier's reasonable endeavours, then there is a risk that the Supplier may not be able to enforce its Call Off Contract obligations upon the subcontractor.		
--	--	--	--

## Part E – Early Termination Fee(s)

To be confirmed during first 90 days from the Commencement Date, based on included rate cards.

## Attachment 3 – Outline Implementation Plan

The implementation approach is designed to minimise disruption to current delivery services and align with the existing governance structures. The following draft implementation plan identifies the implementation scope to be considered and agreed with the Buyer as part of mobilising this agreement.





Crown  
Commercial  
Service

## Attachment 4 – Service Levels and Service Credits

### Service Levels and Service Credits

Given the nature of the deliverables there is no associated Service Level Agreement. The Supplier shall use reasonable skill and care in the provision of the Services and proposes the following indicators for regular, monthly, assessments of performance:

Theme	KPI	Definition
Quality	Information quality	The Supplier's demonstration of progress and quality of reporting artefacts i.e., show and tells, sprint review, agile ceremonies and reporting, RAID support.
Quality	Talent utilisation	The level of Supplier staff technical suitability for required roles, how well the Supplier team is integrated, and work is done collaboratively and openly.
Quality	Contractual compliance	The level of compliance to the relevant contract / SoW / framework / SLAs.
Cost	Spend vs Forecast	Budget variance against plan and value for money
Cost	Continuous improvement	The level of thought leadership in action, valuable lessons learned captured and shared, innovative ideas shared and implemented across the team(s) / project(s).
Cost	Invoicing	The level of (planned) overtime use, the timely receipt of, good quality, invoicing data, SoW, and timesheet accuracy.
Timeliness	Milestones	The level of say vs do, promise dates met, burndown and progress achieved against the plan.
Timeliness	Talent availability	The Supplier ability to provide teams with the right technical and people skills and efficiently manage resource turnover. Levels of unplanned absences, insufficient staff, and attrition.



Crown  
Commercial  
Service

Theme	KPI	Definition
Timeliness	Responsiveness	The Supplier's ability dealing with live incidents and problems. Timely request acknowledgement and/or query closure. Timely data or deliverable provision. Account management issue resolution. Risk recognition & mitigation



Crown  
Commercial  
Service

## **Attachment 5 – Key Supplier Personnel and Key Sub-Contractors**

1.5 Any Third-Party Subcontractors used by the Supplier in the delivery of a SOW are to be named under the respective SOW.

No additional costs are to be levied to the Authority in the event of the use of Third-Party Subcontractors by the Supplier.

### **Part A – Key Supplier Personnel**

Not applicable.

### **Part B – Key Sub-Contractors**

Not applicable.

## **Attachment 6 – Software**

Any software required will be specified at SoW level.



## Attachment 7 – Financial Distress

The Supplier notes that the Buyer has confirmed that Schedule 8 Financial Distress shall apply to this TS3 bid proposal. The Supplier can agree in principle to the terms of the Schedule, but this is dependent upon the following points being addressed:

Credit Agency/Thresholds (Annexes1 and 2 – requires completion)

The Supplier will not accept any rating agency other than Dun & Bradstreet.

The Supplier requests that the risk rating to be used shall be 'risk indicator (scales, 1-5)' and not 'failure score (scales, 1-100)'.

The Supplier requests that the Credit Rating Threshold must be set at least two levels below its current level, because the trigger in clause 2.5 is actually 'dropped below' the threshold. Our current Risk Indicator is 1 and The Supplier therefore needs a trigger D&B Risk Indicator of 3.

### Confidentiality

The Supplier wishes to point out that disclosure to a Buyer under this Schedule 8 may be limited by confidentiality obligations which it holds with third parties. Additionally, the Supplier is unable to disclose material non-public information given the Supplier Group is a listed firm and abides by the Paris stock exchange rules.

### Monitored Companies: Guarantors/Key Subcontractors

In the definition of Monitored Company in section 1, 'Guarantor' is intended to be a company standing guarantor for the Supplier's (i.e. The Supplier UK plc's) services, using the optional Schedule 8. This might be a parent or other company. However, as optional Schedule 8 Guarantee shall not apply to this Bid, the Call-Off Order Form will need to amend this definition to remove Guarantor. For the purpose of Schedule 7 (Financial Distress) of the Call-Off Terms, the following shall apply:

### PART A – CREDIT RATING THRESHOLD

Entity	Credit Rating (long term)	Credit Rating Threshold
<b>Supplier</b>	Dun & Bradstreet	D & B Risk Indicator = 3
	Credit Rating Level 1	

### PART B – RATING AGENCIES

Dun & Bradstreet

Current Credit Rating Level 1 = AAA

## Attachment 8 – Governance

### PART B – LONG FORM GOVERNANCE

For the purpose of Part B of Schedule 7 (Long Form Governance) of the Call-Off Terms, the following boards shall apply:

SERVICE MANAGEMENT BOARD	
Buyer Members of Service Management Board (include details of chairperson)	n/a
Supplier Members of Service Management Board	n/a
Start Date for Service Management Board meetings	n/a
Frequency of Service Management Board meetings	n/a
Location of Service Management Board meetings	n/a

Programme Board	
Buyer members of Programme Board (include details of chairperson)	n/a
Supplier members of Programme Board	n/a
Start date for Programme Board meetings	n/a
Frequency of Programme Board meetings	n/a
Location of Programme Board meetings	n/a

Change Management Board	
Buyer Members of Change Management Board (include details of chairperson)	n/a
Supplier Members of Change Management Board	n/a
Start Date for Change Management Board meetings	n/a
Frequency of Change Management Board meetings	n/a
Location of Change Management Board meetings	n/a

Technical Board	
Buyer Members of Technical Board (include details of chairperson)	n/a
Supplier Members of Technical Board	n/a
Start Date for Technical Board meetings	n/a
Frequency of Technical Board meetings	n/a
Location of Technical Board meetings	n/a

Risk Management Board	
Buyer Members for Risk Management Board (include details of chairperson)	n/a
Supplier Members for Risk Management Board	n/a
Start Date for Risk Management Board meetings	n/a
Frequency of Risk Management Board meetings	n/a
Location of Risk Management Board meetings	n/a

## Attachment 9 – Schedule of Processing, Personal Data and Data Subjects

This Attachment 9 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED]

The contact details of the Supplier's Data Protection Officer are: [REDACTED]

1.2 The Processor shall comply with any further written instructions with respect to processing by the Controller.

1.3 Any such further instructions shall be incorporated into this Attachment 9.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller, and the Supplier is the Processor of the following Personal Data:</p> <p>The Buyer will confirm if any Personal Data and Sensitive Personal Data to be processed at SoW level</p>
Duration of the processing	The Buyer will confirm if any Personal Data and Sensitive Personal Data is to be processed at SoW level and will be allowed for the contract term.
Nature and purposes of the processing	<p>The Supplier does not anticipate that any personal data will be processed through the delivery of this service. The scope of this service is application development and testing and so does not routinely include the processing of personal data. However:</p> <ul style="list-style-type: none"> <li>( ) There may be occasions where dummy or obfuscated data are utilised during testing activities, but none of these data are anticipated to be Personal Identifiable Information Data.</li> <li>( ) There may be occasions where live data is migrated between data stores during a cutover activity. If these data are likely to be categorised as personal data, then the Buyer shall specify any data processing obligations in the commissioning SoW for that activity</li> </ul>
Type of Personal Data	To be confirmed at SOW level.

Categories of Data Subject	To be confirmed at SOW level.
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	<p>If applicable at the SoW level, the current contract contains each parties' arrangements for return and destruction once the processing is complete. They Buyer's needs to be consulted to confirm whether Personal Data should continue to be retained or whether it should be destroyed. We follow contractual obligations and consult with the Buyer in respect of any decisions they may make on retention.</p> <p>A DPIA (data protection impact assessment) is the responsibility of the Buyer. Assistance is provided as specified in the existing contract. The Buyer does not require Capgemini to deal with the DPIA but provide assistance in relation to a DPIA if required.</p>

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88												

\_\_\_\_\_

<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p>  </p>
<p>  </p>	<p> </p>

[illegible][illegible]






## **Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses**

### Call off Terms for Lot 3



P-36899 Application  
Development Fish E

### Alternative And Additional Clauses And Schedules For Lot 3



P36899  
RM6100-Lots-2-3-an