



**RM6100 Technology Services 3 Agreement  
Framework Schedule 4 - Annex 1  
Lots 2, 3 and 5 Order Form**

## Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 1<sup>st</sup> April 2023 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 <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234>. 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:   | C25844  |
| Contract Title:   | MI Operating Model Implementation   |
| Contract Description:   | Contract for the provision of operating model design, HR activity, consultancy support, business change, upskilling and capability building to continue supporting detailed design and next 4 months of transformation activity required to drive the MI service transformation and capability development via the DPEx programme |
| Contract Anticipated Potential Value: this should set out the total potential value of the Contract | £6,498,000 excl. VAT  |
| Estimated Year 1 Charges:   | £6,498,000 excl. VAT  |
| Commencement Date: this should be the date of the last signature on Section E of this Order Form    | 23 <sup>rd</sup> October 2023   |

|  |
|--|
| <b>Buyer details</b>   |
| <b>Buyer organisation name</b><br>Home Office  |
| <b>Billing address</b><br>Your organisation's billing address - please ensure you include a postcode<br>2 Marsham St, London, SW1P 4DF |
| <b>Buyer representative name</b><br>The name of your point of contact for this Order<br>[REDACTED]                                     |
| <b>Buyer representative contact details</b>  |



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.

**Buyer Project Reference**

**Supplier details**

**Supplier name**

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

**Supplier address**

Supplier's registered address  
Forge End, Woking, 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 - Lot 2 - Operating Model – 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

## 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 checked="" 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 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  
4 months

**Extension Period (Optional)** Months  
N/A



**Minimum Notice Period for exercise of Termination Without Cause** 30 (Calendar days)  
30 (Calendar days) (and the same 30 Calendar Day period shall apply to individual SoWs). Termination of an individual SoW shall not lead to Termination of any other in-flight SoW.

#### **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:

#### **Buyer Premises:**

2 Marsham Street, London, SW1P 4DF

#### **Supplier Premises:**

Capgemini Holborn Office - 40 Holborn Viaduct, London, EC1N 2PB and from Supplier Personnel home locations as set out in each SOW

#### **Third Party Premises:**

#### **Buyer Assets**

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

- (1) Hardware including but not limited to desktops, laptops, mobile phones, SIM phone cards must be accepted, used, protected and maintained in line with the Home Office policies and the Supplier must ensure the integrity and security of this and all information in the Home Office policies.
- (2) All Buyer data and information seen, written, visual and verbal must be treated as Buyer information and shall be protected and maintained at all times in line with the Home Office policies.
- (3) All Home Office documentation shall belong to the Buyer and must not be copied/amended/ shared outside the Programme or over non-secure media as listed by the Buyer without the explicit permission of the Buyer.
- (4) All development artefacts such as code and scripts shall belong to the Buyer and must not be copied/amended/ shared outside the Home Office.

#### **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.*

*Not Applicable*





### **Buyer Security Policy**

*Guidance Note: where the Supplier is required to comply with the Buyer's Security Policy then append to this Order Form below.*

The Supplier is required to comply with the Buyer's ICT Policy and Security Policy.

### **Buyer ICT Policy**

*Guidance Note: where the Supplier is required to comply with the Buyer's ICT Policy then append to this Order Form below.*

Refer to Buyer Security Policy 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 (£) –

Professional Indemnity Insurance (£) - *Not Applicable*

### **Buyer Responsibilities**

*Guidance Note: list any applicable Buyer Responsibilities below.*

- (1) The Buyer shall use reasonable endeavours to allow the Supplier access, including out-of-hours access, to Buyer premises where delivery is based.
- (2) Name and contact details of the key stakeholders and appropriate introduction.
- (3) Assistance with resolving stakeholder availability issues if required.
- (4) Support the Supplier in execution of ad-hoc governance forums to deal with specific delivery challenges as they occur.
- (5) The Buyer shall use reasonable endeavours to ensure the availability and engagement of any third-party supplier, where required, to assist the Supplier in providing the Services.
- (6) Security clearance requests (volume to be assessed and agreed on an ongoing basis) shall be expedited in a timely fashion once the necessary information is provided to the Buyer.
- (7) The Buyer shall retain the commercial and contractual relationship with all 3rd parties. If a Collaboration Agreement is required, then all parties shall act in compliance with it.
- (8) In respect of the 'compliance with laws' requirement under the Technology Services 3 contract, the Supplier shall comply with laws that apply to the Supplier as a provider of IT services, independently of the provision of services.

### **Goods**

*Guidance Note: list any Goods and their prices.*

*Not Applicable*



### Governance – Option Part A or Part B

*Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.*

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

The Part selected above shall apply this Contract.

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

*Guidance Note: the Call-Off Terms has two options in respect of change control. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is no requirement to include a complex change control procedure where operational and fast track changes will not be required.*

| Change Control Schedule                     | Tick as applicable                  |
|---|-------------------------------------|
| 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. Where Part B is selected, the following information shall be incorporated into Part B of Schedule 5 (Change Control Procedure):

- for the purpose of Paragraph 3.1.2 (a), the figure shall be £[insert details]; and
- for the purpose of Paragraph 8.2.2, the figure shall be £[insert details].

## 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

*Guidance Note: Tick any applicable boxes below*

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



## Part B – Additional Clauses

*Guidance Note: Tick any applicable boxes below*

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

*Guidance Note: Tick any applicable boxes below*

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.*

Not Applicable

### 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.*

Not Applicable

An executed Collaboration Agreement shall be delivered from the Supplier to the Buyer within the stated number of Working Days from the Commencement Date:

Not Applicable

## 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.*

- (1) Details of the Supplier's methodologies, policies, and processes. The methodologies, policies and processes remain confidential and commercially sensitive to the Supplier and if such information was disclosed it could be commercially damaging to Supplier - Duration of Commercial Sensitivity, a minimum of 2 (two) years following the end of the Term and thereafter will continue to be subject to the observance of any restrictions on use contained in any licences granted to the Authority in accordance with this Agreement;
- (2) All information relating to limits of liability, daily fee rates, pricing and charging mechanisms contained in the Agreement. Disclosure of which may provide affect the Supplier's competitive position. As a result the Supplier considers this information to be a 'trade secret' - Duration of Commercial Sensitivity, A minimum of 2 (two) years following the end of the Term;
- (3) The terms of the Supplier's insurance are strictly confidential and if such information was disclosed it could be commercially damaging to the Supplier - Duration of Commercial Sensitivity, indefinitely;
- (4) All details relating to personnel including but not limited to the numbers of resources with specific skills, numbers of security cleared staff, staff terms and conditions of employment and staff selection methods are used for the purpose of managing the Supplier's resources to secure trade and generate profit and provides the Supplier with a competitive advantage. If such information was disclosed it could be commercially damaging to the Supplier - Duration of Commercial Sensitivity, A minimum of 5 (five) years following the end of the Term;
- (5) Any information relating to other customers of the Supplier that has been obtained as a result of the Services or as a result of procuring the Services (including pre-contract references) - Duration of Commercial Sensitivity, indefinitely.

## 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           | 23/10/2023 |

### For and on behalf of the Buyer

|                |            |
|----------------|------------|
| Name           |            |
| Job role/title |            |
| Signature      |            |
| Date           | 26/10/2023 |

## Attachment 1 – Services Specification

### RM6100 - Capgemini - Lot 2 - Operating Model – 001

The Supplier team(s) are provided to undertake the following for specified workstreams relating to the follow operating model implementation capabilities:

- Org design
- Process design
- Transition of roles and responsibilities
- Upskilling and development planning
- Project management activities and documentation
- Strategy definition
- HR support
- Communications
- Support integration and adoption of new processes
- Change impact assessment and business planning



- Design & delivery of transformation products and documentation
- Pilots for new ways of working
- Cultural change and health checks

The Supplier's offering includes project management governance that covers the following:

- Management support for the embedded resource and project teams and to work as delivery partners to the Buyer project and programme management teams
- Work collaboratively with the Buyer delivery leadership on the supplier engagement strategy, the project and programme priorities
- Manage the commercial engagement with the Buyer's Supplier Management team, resource and financial management
- Produce supplier performance metrics, work collaboratively with the Buyer on processes and performance improvement
- Delivery management support, planning and progress reporting, escalation management for risks and issues.

Across the next 4 months (October 2023 to January 2024), Supplier support is required across six main areas to provide organisational design, consultancy, HR planning, capability development and upskilling to support the ongoing implementation of the MI Op model and development of the future M&B MI Service:

1. **(Workstream 1) Establishment of the Transformation Co-ordination Unit** including the overarching change approach, programmatic governance and strategic M&B leadership engagement for the MI Transformation (as part of the DPEx Programme).
2. **(Workstream 2) Development of the MI Hub functions and capability** and wider foundations for the Hub and spoke target MI operating model, including HR support, people and engagement strategy and planning, org design, process design and implementation, process improvement.
3. **(Workstream 3) Borders MI Service implementation and Borders Data & MI Transformation support** including upskilling and onboarding permanent staff into Borders MI Service, developing MI capability and services centrally and across regions to support successful implementation of the IMA and other business priorities.
4. **(Workstream 4) Immigration Enforcement MI Service discovery, design and piloting new ways of working** including upskilling and onboarding permanent staff into a pilot IE MI Service, developing MI capability and services.
5. **(Workstream 5) Discovery and design of future MI Services** including org design, strategic planning, roadmap development, business change.
6. **(Workstream 6) Vantage Data Strategy and MI Data Integrator Transformation** including upskilling and capability development, and process improvement within the current Home Office MI Data Integrator teams.

Where the Supplier has existing supply chain or Sub-contractors identified herein, the Buyer accepts that in line with clause 39.4 that a Sub Contractor opportunity is not required to be advertised on Contracts Finder.

The team size(s) and roles for delivery of Services shall be agreed through the signature by the Parties of statements of work (each a “SOW”) based upon the template at Annex 2.



## Attachment 2 – Charges and Invoicing

### Part A – Milestone Payments and Delay Payments

The Supplier's Fixed Price Charges under this contract will be calculated using 'story points' which is based on delivery effort, in line with the Catalogue Offer, an example of which is below.

| Milestone Type | Description  | Estimated number of Story Points assigned | Cost (Excluding VAT) |
|----------------|--|---|----------------------|
| Simple         | A small number of low-complexity outcomes / products to support one or two business areas / domains  | 15  | £150,000             |
| Medium         | A number of medium complexity products and outcomes involving one or more business areas and requiring significant levels of change  | 25  | £250,000             |
| Complex        | An end to end delivery for example from discovery and design to implementation with multiple streams of activity and impacting multiple business areas, with significant complexity or change involved | 50  | £500,000             |

Referring to the high-level statement of requirement under Attachment 1, a total 684 story points have been allocated to delivery of the Services. In recognition of the ongoing partnership with the Department, Capgemini has committed to reducing the cost per Story Point from £10k to £9.5k (excl. VAT). Application of these story points to deliverables will be agreed in Statements of Work under this contract jointly between the Supplier and the Buyer, which will then form Fixed Price deliveries. Fixed Price delivery payments shall be invoiced upon satisfactory completion of Deliverables in line with the Acceptance Criteria detailed in each SOW. Payments may be withheld until Acceptance Criteria have been satisfied.

Delay payments are not applicable

### Part B – Service Charges

Not Applicable

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

Not applicable – Fixed Price milestone based only.

### Part D – Risk Register



Managed at a programme level – Refer to Confluence page.

## Part E – Early Termination Fee(s)

[Insert calculation for any early termination fee(s) – see Call-Off Terms Clause 36.2.1.]

## Attachment 3 – Outline Implementation Plan

The following plan is for information, being the Parties' intended implementation plan for the project, subject to the necessary SOWs being agreed and the direction of the Buyer.

|                                 | Workstreams (WM)   | Oct  | Nov   | Dec  | Jan  |
|---------------------------------|--|--|---|--|--|
| ALL WORKSTREAMS: MILESTONE POAP | WM1: Establishment of the Transformation Co-ordination Unit  | Establish PMO and governance framework 1     | Develop MI Service narrative and KPIs 2                       | Agree the process for the HR consultation process and associated engagement plan 3 | Complete MI Service design blueprint V1 and Communications Toolkit 4 |
|                                 | WM2: Establishment of the MI Hub and wider foundations for the Hub and spoke target MI operating model | Define Hub Metrics and Core Processes 1      | Finalise the Demand Forum and High-Level Function Design 2    | Establish Hub Governance and Customer Engagement Model 3                           | Deliver Learning Catalogue and Soft launch MI Service 4              |
|                                 | WM3: Border Force DSCO: Data & MI Transformation (1-6)   | Set-up Borders MI Service 1                  | Outline transition and maturity path for Borders MI Service 2 | Execute adoption assessment for Borders MI Service 3                               | Establish WoW, expanded scope & scale for Borders MI Service 4       |
|                                 | WM4: Immigration Enforcement (IE)  | Engage and set-up IE MI Service 1            | Plan IE Front Door pilot and spoke delivery 2                 | Onboard IE Spoke stakeholders 3  | Deliver IE sub-unit performance framework 4                          |
|                                 | WM5: Discovery and design of future MI Services  | Mobilise Teams and Plan Initial Engagement 1 | Complete IMOC and Mission MI Assessment 2                     | Deliver IMOC and Mission Strategic Product Roadmap 3                               | Outline Conceptual To-Be Operating Model 4                           |
|                                 | WM6: Vantage Strategy Development and MI Data Integrator Transformation                                | Initialise Vantage Strategy 1                | Deliver Data Management Assessment 2                          | Socialise Strategy and Deliver DI v1 3   | Deliver Data management Gap Analysis & Vantage Strategy 4            |

## Attachment 4 – Service Levels and Service Credits

### Service Levels and Service Credits

Not Applicable

### Service Credit Cap

Not Applicable

### Critical Service Level Failure

Not Applicable



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

- .1.5 The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

### Part A – Key Supplier Personnel

As agreed in each SOW

### Part B – Key Sub-Contractors

| Key Sub-contractor name and address (if not the same as the registered office) | Registered office and company number | Related product/Service description | Key Sub-contract price expressed as a percentage of total projected Charges over the Contract Period | Key role in delivery of the Services |
|--|--------------------------------------|-------------------------------------|--|--------------------------------------|
| N/A  | N/A                                  | N/A                                 | N/A  | N/A                                  |

## Attachment 6 – Software

- .1.1 The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).
- .1.2 The Parties agree that they will update this Attachment 6 periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

### Part A – Supplier Software

Not Applicable

### Part B – Third Party Software

The Third Party Software shall include the following items:

Not Applicable

## Attachment 7 – Financial Distress

Not Applicable.

### PART A – SHORT FORM GOVERNANCE

For the purpose of Part A of Schedule 7 (Short Form Governance) of the Call-Off Terms, the following board shall apply:

| Operational Board (Supplier Monthly Service Review) |                                     |
|---|-------------------------------------|
| Buyer Members for the Operational Board             | <div></div> <div></div>             |
| Supplier Members for the Operational Board          | <div></div> <div></div> <div></div> |
| Frequency of the Operational Board                  | Monthly                             |
| Location of the Operational Board                   | Virtual (MS Teams)                  |

### PART B – LONG FORM GOVERNANCE

Not Applicable

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

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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.

1.1.1.1 The contact details of the Buyer's Data Protection Officer are:

1.1.1.2 The contact details of the Supplier's Data Protection Officer are:

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

1.1.1.4 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> <ul style="list-style-type: none"> <li>The Authority is the Controller and the Supplier is a Processor for all the data set out in the "Types of Personal Data" section below</li> </ul> <p><b>Schedule 2</b></p> <p><b>The Supplier is Controller and the Authority is Processor</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with Clause 34.2 to 34.15 of the following Personal Data:</p> <ul style="list-style-type: none"> <li>N/A</li> </ul> <p><b>Schedule 3</b></p> <p><b>The Parties are Joint Controllers</b></p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>N/A</li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>Business contact details of Supplier Personnel,</li> <li>Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under this Contract.</li> </ul> |
| Duration of the processing                                | For the duration of the contract   |

|   |  |
|---|--|
| Nature and purposes of the processing   | <p>The Home Office processes personal information to provide for the administration and effective handling of the actions required, these include, but is not limited to: immigration including visa applications, nationality including citizenship applications and border functions (both in to and out of the UK, Customs Duties, policing databases to assist in the detection, investigation and prevention of crime; data that is held and processed for policing and judicial purposes-in order to provide investigative policing which includes detection of crime, apprehension and prosecution of offenders and the maintenance of law and order; the protection of the UK and UK citizens from terrorism; personal information that is held and processed in order to support criminal and coronial proceedings relating to major historic enquiries; personal information that is processed with regard to the prevention and detection of fraud; personal information used to verify an identity; the undertaking of statistical and analytical analysis, and the fulfilment of legal requirements and responsibilities. The processing is not consent based due to the nature of the data held and the purposes for processing.</p> <p>Specifically, the nature processing for the Supplier is in order to facilitate these actions and to also inform the delivery of MI Services across Migration and Borders.</p> <p>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.</p> |
| Type of Personal Data   | Examples of Personal Data within the BUYER's Poise network, AWS and Azure environments may include, but not limited to, data related to nominated BUYER Staff (including volunteers, agents, and temporary workers), customers/ clients, citizens, suppliers, users etc: name, address, date of birth, NI number, telephone number, pay, images, immigration history   |
| Categories of Data Subject  | BUYER Staff (including volunteers, agents and temporary workers), customers/clients, suppliers, citizens, users of various BUYER services.   |
| Plan for return and destruction of the data once the processing is complete<br>UNLESS requirement under union or member state law to preserve that type of data | Data is not held, only viewed and used for analysis on Home Office-supplied devices (POISE devices) when required.   |

## Attachment 10 – Transparency Reports

Not Applicable

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

Not Applicable



## Annex 2 – SOW Template

### STATEMENT OF WORK (SOW) OUTLINE

This SOW is under the MI Operating Model Implementation Technology Services 3 C25844 contract. All Terms and Conditions of this Call Off Contract apply unless otherwise noted.

|                                   |   |
|-----------------------------------|---|
| <b>SOW Number</b>                 | [DM1##: Please contact commercial or HoR for reference number and refer to the process for <a href="#">using centralised contracts</a> . This is particularly important if you are unsure about sourcing decision or anticipate aligned SoWs are required under the collaboration agreement]  |
| <b>SOW Title</b>                  |   |
| <b>Buyer</b>                      | The Secretary of State for the Home Department  |
| <b>Supplier</b>                   | Capgemini UK plc ('the Supplier')   |
| <b>Buyer Representative</b>       | [Name – Role: This should be the key day-to-day contact (preferably technical) who will work with the supplier lead to ensure effective service leadership]   |
| <b>Supplier Work Package Lead</b> | [Name – Role: The Work Package Lead must be present at all planning meetings, SCRUMS etc to deliver and direct the supplier team]   |
| <b>Start Date</b>                 |   |
| <b>Duration (months)</b>          |   |
| <b>Charging Approach</b>          | <b>Capped T&amp;M / Fixed Price / T&amp;M</b><br><br>[Please consult commercial if T&M pricing is selected, or billing is according to a defined timescale or for similar amounts]  |
| <b>Invoicing</b>                  | Purchase Order to be raised prior to, or no later than 10 Working Days from the Start Date.<br><br>Purchase Order to be raised by: [Name – Role]<br><br>Once SoWs have been agreed the Supplier shall be entitled to raise invoices to the Buyer monthly in arrears.<br><br>Payment Terms are <b>30 Working Days</b> from receipt of a valid invoice. |
| <b>Costing</b>                    | [The Charges under this SoW should be calculated using the SOW Pricing Template and the agreed Charges should be included in this SOW.<br><br>Further, once finalised, the SoW Pricing Template should only be amended with the agreement of both Parties under Variation.]   |

|   |   |
|---|---|
| <b>Indicative Team Location</b>                       | Delete as appropriate: <ul style="list-style-type: none"> <li>• London,</li> <li>• Croydon,</li> <li>• Manchester,</li> <li>• Sheffield,</li> <li>• Working from home – flexible working as required.</li> <li>• During the Pandemic the Staff will work from home</li> </ul> [Location of workers to be defined by the supplier as part of service delivery]   |
| <b>Security Clearance Requirement:</b>                | Buyer to confirm the security clearance level required for this SoW (delete as appropriate): <ul style="list-style-type: none"> <li>• BPSS</li> <li>• CTC</li> <li>• SC</li> <li>• NPPV3</li> <li>• DV</li> </ul>   |
| <b>Business Continuity</b>                            | Define any top level BCDR (Business Continuity and Disaster Recovery) requirements.<br>Please provide a link to additional explanation or documentation if this requires elaboration, which may be portfolio processes/ procedures/ documents. This should define any requirements specific to the tools/services/systems being supported, where this will be the responsibility of the Supplier.                             |
| <b>Maximum Value of this SOW</b>                      | £###,### (Excluding VAT)  |
| <b>SMP / ISMS / SAL / Other Security Requirements</b> | [Consider whether a Security Management Plan, Information Security Management System, specific Security Aspects Letter to other specific security controls are required for this SoW.<br>Please provide a link to additional explanation or documentation if this requires elaboration, which may be portfolio processes/procedures/documents.]<br><u>Note: we have a standard assignment security plan that we can share</u> |
| <b>GDPR</b>   | [Consider the Parties position in relation to GDPR/Data Processing under the SoW and if relevant complete ANNEX 1 to this SoW]<br><br>ANNEX 1 completed – Yes / No  |
| <b>TUPE</b>   | Does TUPE apply to this SoW, Buyer representative to confirm – delete as appropriate:<br>Yes / No<br><br>If 'Yes' Parties to discuss and agree TUPE implications under this SoW   |
| <b>Buyer Equipment</b>                                | Consider whether Buyer or Supplier equipment will be required under this SoW:<br><br>Delete as appropriate:<br>Buyer / Supplier   |

## 1. Project Background

[Buyer to provide - High level overview of the programme/project, including objectives wrt to this SoW]

## 2. Overview of Service

[Provide an overview of the service required under this SoW, focussing on outcomes to be delivered by the service, rather than tasks to be undertaken]

## 3. Scope of Service

The scope of services outlines the activities the Supplier will undertake under this SoW and the role the Supplier will play. The Supplier will be undertaking the delivery of these outcomes, in whole, or in part, in a multi-disciplinary / multi-vendor environment with multiple parties (other delivery teams) taking responsibility (through identification of dependencies). The Buyer will take accountability for end-to-end delivery using the outcomes delivered via this service.

The Supplier will deliver the outcomes agreed with the Buyer, and to a schedule set out by the Buyer, with changes to scope/plan being managed in an Agile manner, within the boundaries of the SOW value and pricing mechanisms.

[Additional scope to be completed for each SoW by the Buyer Technical Lead – high level description only]

## 4. Deliverables and Activities

[Definition of outcomes as appropriate]

Under this SoW, the Supplier shall deliver the following Deliverables or outcomes as set out in the table below and to the agreed acceptance criteria:

| No. | Project Phase/<br>Deliverable/<br>Activity | Deliverable/Activity<br>description                      | Indicative<br>Deliverable/<br>Activity date | Acceptance<br>Criteria            | Home<br>Office<br>Approver |
|-----|--|--|---|-----------------------------------|----------------------------|
| 0   | All  | Monthly status and<br>time reporting (as<br>appropriate) | [Insert<br>monthly<br>reporting<br>date]    | Call-off<br>governance<br>process |                            |
| 1   |  | Add/delete rows as<br>appropriate                        |   |                                   |                            |

## 5. Risks and Mitigations

Recognised risks for this SoW are:

| No. | Description | Mitigations | Owner |
|-----|-------------|-------------|-------|
|-----|-------------|-------------|-------|

|   |  |                                |  |
|---|--|--------------------------------|--|
| 1 |  | Add/delete rows as appropriate |  |
| 2 |  |                                |  |
| 3 |  |                                |  |

## 6. Buyer Responsibilities/Dependencies

In addition to the Buyer Responsibilities identified in the Call Off Order Form, the following Buyer Responsibilities shall apply to this SoW:

| ID | Description                    | Estimated due date |
|----|--------------------------------|--------------------|
| 1  | Add/delete rows as appropriate |                    |
| 2  |                                |                    |
| 3  |                                |                    |

## 7. Acceptance Process

[Buyer to complete the Acceptance Certificate process in accordance with the agreed acceptance criteria, if applicable]

### 1. Technical Description

[Customer to identify the technical outline of the system being supported, where this should be appreciated to support resourcing.]

## 8. Supplier Staff

The managing of work packages under varying engagement terms will be managed in line with the appropriate open book pricing templates as per the contract. The open book pricing templates are included in this Section.

The anticipated resource requirement for this SoW is identified in this section. The supplier should identify during delivery if these roles need to be varied to deliver the services required. All rates are to be in line with contractual rates, with only resource types identified in the call-off contract in scope.

The table below represents an estimated schedule of charges for delivering the outcomes within this SOW, with the Supplier reserving the right to substitute or amend individuals used during the delivery of this SOW.

All expenses incurred for travel and subsistence outside the M25 or Home Office base location will be chargeable in line with the Buyer expense policy as outlined in the Call Off Contract.

The Supplier Staff will allocate their time up to their total Number of Days for each Role shown in the table above (subject to absence days).

The maximum value of this SOW shall not exceed the total Number of Days specified above, which shall be invoiced at the Rates (excluding VAT) as applicable. Where the Buyer or Supplier requires changes to the levels of Supplier Staff used to provide the service, this will be subject to adjustments to Charges which shall be agreed between both Parties via a Variation.

The total Number of Days takes no account of any absence days agreed between the Parties or beyond the reasonable control of the Supplier, including but not limited to sickness absence, resignation etc.

IR35 – Buyer to confirm end user status for this SoW, in the event of that the Supplier proposes contractors to deliver the services. The Buyer shall carry out its own independent assessment on individual contractors to ensure compliance with IR35. All checks and enquiries should be directed to [REDACTED]. As a precaution Supplier must notify the Buyer should any of the proposed, or substituted, resources be off payroll such as contractors. The standard Working Day, as defined under the Call Off Order Form, shall apply.

On the commencement of the Service under this SoW, the Service shall be provided by the Supplier and paid for by the Buyer. Changes to the Service scope will be managed through a Variation.

Where the Buyer or Supplier requires changes to the levels of resources under this SoW, changes will be subject to agreement through Variation:

- The notice period for any change to the levels of resources shall be 20 Working Days in writing from the Buyer or Supplier.

## **9. Invoicing and Payment**

For time-based working invoicing will be billable monthly in arrears, for hours and agreed materials reported assuming acceptance of work.

For firm working payments will be based on the deliverables and corresponding payment milestones identified.

All prices identified are excluding VAT.

[Please identify any local hour/time/expenses reporting processes]

## **10. Ways of Working**

Ways of working will be identified by supplier staff, working with the delivery team, in line with ongoing delivery and stakeholder requirements.

Please identify and constrained project specific ways of working such as:

- Support Hours/Levels
- Tooling to be used
- Other general Meetings

Please identify any local collaboration requirements over and above the contractual collaboration.



## 11. Transition

On Buyer instruction, the Supplier shall produce a transition plan detailing a safe and effective transition of Service under this SoW to a Civil Servant (if appropriate) as part of the exit planning. Such activities shall be Chargeable to the Buyer.

## 12. Standards & Processes

- The Supplier will comply with GDS Service Standards. Link: <https://www.gov.uk/service-manual/service-standard>
- [Buyer to insert the required standards and processes (over and above the Order Form) if applicable]

## 13. Agreement of SOW

BY SIGNING this SOW, the Parties agree to be bound by the terms and conditions set out herein:

| For and on behalf of the Supplier: |                         |
|------------------------------------|-------------------------|
| Name and title:                    | [Insert name and title] |
| Signature and date:                |                         |

| For and on behalf of the Buyer: |                         |
|---------------------------------|-------------------------|
| Name and title:                 | [Insert name and title] |
| Signature and date:             |                         |

If you exceed the overall Call-Off Contract value (or any other change in this SoW takes place) then a Variation must be raised.