**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 [ ] 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](https://www.crowncommercial.gov.uk/agreements/RM6100). 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:

### the Framework, except Framework Schedule 18 (Tender);

### the Order Form;

### the Call Off Terms; and

### Framework Schedule 18 (Tender).

**Section A**

**General information**

|  |
| --- |
| **Contract Details** |
| **Contract Reference:** | TCA 3-7-1562 |

|  |  |
| --- | --- |
| **Contract Title:** | Support for Maritime Training (SMarT) IT Managed Service |

|  |  |
| --- | --- |
| **Contract Description:** | To provide an IT managed service to the newly developed SMarT application to ensure that the services are secure and functional and maintained. A 2-year contract for the provision of an IT Managed Service including support and maintenance, Incident Management, Problem Management, Change Management and Service Requests for the SMarT portal. To maintain service delivery and improve services beyond the minimal viable product.Provision for continual improvement packages to be costed and agreed on a case-by-case basis. |

|  |  |
| --- | --- |
| **Contract Anticipated Potential Value:** this should set out the total potential value of the Contract | Managed Service 2-Year Fixed Price (including any onboarding and exit costs): TBDEstimated maximum value of Continuous Improvement (non-committed unless instructed by MCA using the Change Control Procedure): £200,000Optional Extension Periods Fixed Price (if instructed): TBD**Total Anticipated Potential Value (including optional spend): TBD** |

|  |  |
| --- | --- |
| **Estimated Year 1 Charges:** | TBD |

|  |  |
| --- | --- |
| **Commencement Date:** this should be the date of the last signature on Section E of this Order Form | 1 April 2024 |

|  |
| --- |
| **Buyer details** |
| **Buyer organisation name**Maritime and Coastguard Agency. |

|  |
| --- |
| **Billing address**DfT Shared Service Centre 5 Sandringham Park Swansea Vale Swansea SA7 0EASSa.invoice@sharedservicesarvato.co.uk  |

|  |
| --- |
| **Buyer representative name**The name of your point of contact for this OrderGeorge Sorby |

|  |
| --- |
| **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. george.sorby@mcga.gov.uk; 02038 172941  |

|  |
| --- |
| **Buyer Project Reference**Please provide the customer project reference number.TCA 3/7/1562 |

|  |
| --- |
| **Supplier details** |
| **Supplier name**The supplier organisation name, as it appears in the Framework AgreementTBD. |

|  |
| --- |
| **Supplier address**Supplier’s registered addressTBD |

|  |
| --- |
| **Supplier representative name**The name of the Supplier point of contact for this OrderTBD. |

|  |
| --- |
| **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.TBD |

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| **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.TBD |

|  |
| --- |
| **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 TBC Not required. |

|  |
| --- |
| **Guarantor Company Number**Guarantor’s registered company numberTBC Not required. |

|  |
| --- |
| **Guarantor Registered Address**Guarantor’s registered addressTBC Not required. |

**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
 | ☐ |
| 1. TRANSITION & TRANSFORMATION
 | ☐ |
| 1. OPERATIONAL SERVICES
 |  |
| a: End User Services | ☐ |
| b: Operational Management | ☐ |
| c: Technical Management | ☐ |
| d: Application and Data Management | X |
| 1. SERVICE INTEGRATION AND MANAGEMENT
 | ☐ |

**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** Months2 Years | **Extension Period (Optional)** Months2 periods of up to 12 months |
| **Minimum Notice Period for exercise of Termination Without Cause****(Calendar days) Insert right (see Clause 35.1.9 of the Call-Off Terms)** | Not applicable |

|  |
| --- |
| **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:** Service to be delivered remotely from Supplier premises**Supplier Premises:**TBD**Third Party Premises:** TBD |

|  |
| --- |
| **Buyer Assets** *Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms* * Amazon Web Services
* Okta
* All data associated with SMarT
* SMarT portal including IPR
 |

|  |
| --- |
| **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.* Supplier must be able to demonstrate ISO27001 certification or equivalent standards. Supplier must ensure and demonstrate compliance with Data Protection Legislation. |

|  |
| --- |
| **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.* Security Aspects Letter INFOSEC 15.3 v4.2Information Security Statement 5.1.1 |

|  |
| --- |
| **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.* Security Aspects Letter INFOSEC 15.3 v4.2Information Security Statement 5.1.1 |

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| --- |
| **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 (£) - £5m any one occurrenceProfessional Indemnity Insurance (£) - £5m in aggregate per annumEmployer’s Liability Insurance (£) - £5m  |

|  |
| --- |
| **Buyer Responsibilities** *Guidance Note: list any applicable Buyer Responsibilities below.* Not applicable |

|  |
| --- |
| **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 | X |
| Part B – Long Form Governance Schedule  | ☐ |

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 | ☐ |
| Part B – Long Form Change Control Schedule  | X |

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 £0; and
* for the purpose of Paragraph 8.2.2, the figure shall be £30,000
 |

**Section C**

**Part A - Additional and Alternative Buyer Terms**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| **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 | NA |
| S2: Testing Procedures  | X |
| S3: Security Requirements (either Part A or Part B) | Part A  |
| S4: Staff Transfer  | X |
| S5: Benchmarking  | NA |
| S6: Business Continuity and Disaster Recovery | X |
| S7: Continuous Improvement  | X |
| S8: Guarantee | NA |
| S9: MOD Terms | NA |

**Part B – Additional Clauses** *Guidance Note: Tick any applicable boxes below*

|  |  |
| --- | --- |
| **Additional Clauses** | **Tick as applicable** |
| C1: Relevant Convictions | X |
| C2: Security Measures | NA |
| C3: Collaboration Agreement | NA |

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 | NA |
| Northern Ireland Law | NA |
| Joint Controller Clauses | NA |

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.* Security Management Plan to be provided by the successful supplier.There will be a requirement for National Security Vetting to be achieved to the level of SC (Security Cleared) for any supplier staff with access into SMarT.The MCA has the right to audit the supplier in relation to the security of information, including service delivery, personal data processing activities and the supplier’s responsibilities to comply with security requirements. |

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| **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.* To be confirmed. |

|  |
| --- |
| **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.* Security Clearance (SC) is a requirement and anything that prevents attaining or retaining SC would be a relevant conviction. |

|  |
| --- |
| **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 |

**Section D**

**Supplier Response**

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| --- |
| **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.*[*insert details of any agreed Supplier Confidential Information which is commercially sensitive in nature*] |

**Section E**

**Contract Award**

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

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| --- |
| **SIGNATURES** |

**For and on behalf of the Supplier**

|  |  |
| --- | --- |
| Name |  |
| Job role/title |  |
| Signature |  |
| Date |  |

**For and on behalf of the Buyer**

|  |  |
| --- | --- |
| Name |  |
| Job role/title |  |
| Signature |  |
| Date |  |

**Attachment 1 – Services Specification**

As detailed in the Attachments to itt\_1986 - Support for Maritime Training (SMarT) IT Managed Service, issued at tender stage.

**Attachment 2 – Charges and Invoicing**

**Part A – Milestone Payments and Delay Payments**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Milestone Description** | **Milestone Payment amount (£GBP)** | **Milestone Date** | **Delay Payments (where Milestone) (£GBP per day)** |
| M1 | Successful onboarding and access to the system | TBC, subject to tender | Within 1 week of contract award | Not applicable |
| M2  | Knowledge Transfer commences | Not applicable | Immediately after contract award | Not applicable |
| M3 | Implement a robust secure incident and secure risk reporting process | Not applicable | No later than 01/04/2024 | Not applicable |
| M4 | Evidence all staff working on the system are appropriately SC cleared.  | Not applicable | No later than 01/04/2024 | Not applicable |
| M5 | Provide a Security Management Plan within 20 working days of the contract award date (Schedule 3 Additional Clauses and Schedules – Short Form) | Not applicable | See description | Not applicable |
| M6 | Provide a Business Continuity and Disaster Recovery plan (fully tested) within 90 days of commencement date (Schedule 6 Additional Clauses and Schedules) | Not applicable | See description | Not applicable |
| M7 | Provide an Exit Plan within 3 months that complies with 4.3 of the Call Off terms as a minimumAny charges for exit activities are to be included in the tender price. | Not applicable | See description | Not applicable |
| M8 | Provide a Continuous Improvement Plan no later than 6 months after the commencement date (Schedule 7 Continuous Improvement) | Not applicable | See description | Not applicable |
| M9 | Provide a process for monitoring and reporting of Service Levels within 20 working days of contract commencement | Not applicable | See description | Not applicable |

**Part B – Service Charges**

|  |  |
| --- | --- |
| **Charge Number** | **Service Charges** |
| **Fixed Price for Managed Service** |
| 2 Year Fixed Price exc VATThis will not be subject to Indexation during the 2 Year period. | TBD |
| **Charge Number** | **Service Charges** |
| **Onboarding** |
|  |  |
| **Charge Number** | **Service Charges** |
| **Exit Plan and Activities** |  |
|  |  |
| **Fixed Price for Managed Service Optional Extension Period** |
| 1 Year Fixed Price for Optional Year 3 exc VATIndexation will apply subject to request and cannot be requested retrospectively  | TBD |
| **Fixed Price for Managed Service Optional Extension Period** |
| 1 Year Fixed Price for Optional Year 4 exc VATIndexation will apply subject to request and cannot be requested retrospectively  | TBD |

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

|  |  |
| --- | --- |
| **Staff Grade** | **Day Rate Exclusive of VAT (£)** |
| SFIA Level 1 - Follow |  |
| SFIA Level 2 - Assist |  |
| SFIA Level 3 - Apply |  |
| SFIA Level 4 - Enable |  |
| SFIA Level 5 - Ensure, advise |  |
| SFIA Level 6 - Initiate, influence |  |
| SFIA Level 7 - Set strategy, inspire, mobilise |  |

**Part D – Risk Register**

The Supplier will maintain the Risk Register of the risks relating to this Contract which the Buyers and the Supplier have identified, and shall submit this to the Buyer for the Buyer’s review at agreed intervals.

**Part E – Early Termination Fee(s)**

Not applicable

**Attachment 3 – Outline Implementation Plan**

Not applicable.

**Attachment 4 – Service Levels and Service Credits**

**Service Levels and Service Credits / Contract KPIs**

|  |  |
| --- | --- |
|  | **Service Levels and Service Credits / Contract KPIs** |
| **No.** | **Service Level/** **KPI Heading** | **Requirement** | **Performance Target(KPI Met)** | **Service Credit** |
| 1 | Support Hours | Service Hours:8.30 to 17:30 Monday-Friday excluding Bank holidays.Systems Support:8:30 to 17:30 Monday-Friday excluding Bank holidays.System Monitoring:24x7 – 365/6 days a year. | 100% | Not applicable |
| 2 | Availability | Monthly Uptime of SMarT Portal between 8.30am and 5.30pm Monday to Friday excluding Bank Holidays | 99.9% | * 10% of monthly managed service fee if less than 99.9% but greater than or equal to 99.0%
* 25% of monthly managed service fee if less than 99.0% but greater than or equal to 95.0%
* 50% of monthly managed service fee if less than 95%
 |
| 3 | Priority 1 Incident | Respond within 15 business minutes.Resolution within 1 business day. | Respond 100%Restore 95% | Not applicable |
| 4 | Priority 2 Incident | Respond within 1 business hour, Resolution within 1 business day. | Respond 100%Restore 95% | Not applicable |
| 5 | Priority 3 Incident | Respond within 1 business hour, Resolution within 5 business days.  | Respond 100%Restore 95% | Not applicable |
| 6 | Priority 4 Incident | Respond within 1 business day, Resolution within 30 business days | Respond 100%Restore 95% | Not applicable |
| 7 | Problem Management  | As a consequence of a major system outage, a Post Incident Report will be published detailing the root cause and prevention of recurring activities.Draft Report Issued within 2 working days of service restoration.Full report issued within 5 days of service restoration. Agreed Remediation Activities completed within 30 working days | 100% | Not applicable |
| 8 | Continuous Improvement | Providing a costed statement of work 10 working days after completion of a discovery phaseResource availability: start of development activities after approval of SOW to begin within agreed timeline with the MCA.Completion of work within agreed timeframes. | 100%  | Not applicable |
| 9 | Social Value | Deliver on Social Value project plans submitted at tender stage - a minimum of a quarterly progress report is required. | To be agreed depending on supplier bid | Not applicable |

**Service Credit Cap**

50% of monthly charges

**Critical Service Level Failure**

CSLF definition 1: Availability

Overall service availability falling below 95% across 3 consecutive monthly service periods, or within 4 total monthly aggregated service periods.

Or

CSLF definition 2: Failure to meet contract SLAs/KPIs in one or more of the following ways:

\*Any SLA breaches (Response and Resolution times) at Priority 1.
\* The corruption or loss of any government data

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

### 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**

*[Guidance Note: Insert details of Key Supplier Personnel, their Key Role(s) and Duration in the below table or delete the table in its entirety and insert Not Applicable if there is no Key Supplier Personnel*]

|  |  |  |
| --- | --- | --- |
| **Key Supplier Personnel** | **Key Role(s)** | **Duration** |
|  |  | [*Contract Period or insert alternative timescale*] |
|  |  | [*Contract Period or insert alternative timescale*] |
|  |  | [*Contract Period or insert alternative timescale*] |

**Part B – Key Sub-Contractors**

[Guidance Note: *Insert details of Key Sub-Contractors and any additional information required in the below table or delete the table in its entirety and insert Not Applicable if there are no Key Sub-Contractors. This table should be based on the Key Sub-Contractors set out in Schedule 7 of the Framework*]

| **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** |
| --- | --- | --- | --- | --- |
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**Attachment 6 – Software**

### The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).

### 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**

The Supplier Software includes the following items:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Software** | **Supplier (if an Affiliate of the Supplier)** | **Purpose** | **Number of Licences** | **Restrictions** | **Number of Copies** | **Type (COTS or Non‑COTS)** | **Term/****Expiry** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
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**Part B – Third Party Software**

The Third Party Software shall include the following items:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Third Party Software** | **Supplier** | **Purpose** | **Number of Licences** | **Restrictions** | **Number of Copies** | **Type (COTS or Non‑COTS)** | **Term/****Expiry**  |
|  |  |  |  |  |  |  |  |
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**Attachment 7 – Financial Distress**

Not used.

**Attachment 8 – Governance**

**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 |
| Buyer Members for the Operational Board | To be confirmed |
| Supplier Members for the Operational Board | To be confirmed |
| Frequency of the Operational Board | Monthly |
| Location of the Operational Board | Remotely over Teams |

**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. The contact details of the Buyer’s Data Protection Officer are: dataprotectionmanager@mcga.gov.uk
			2. The contact details of the Supplier’s Data Protection Officer are: **[*Insert Contact details*]**
			3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
			4. Any such further instructions shall be incorporated into this Attachment 9.

| **Description** | **Details** |
| --- | --- |
| Identity of Controller for each Category of Personal Data | **The Buyer is Controller and the Supplier is Processor**The Parties acknowledge that in accordance with Paragraph 2 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:* Name
* Date of Birth
* Place of Birth
* Trainee Reference Number
* Address and Postcode
* Discipline/Course attended/Route
* Number of weeks claimed
* Amount of funding claimed
* Reason for leaving training
* CoC number and issue date
* SMarT Item claimed
* Training Item claimed
* Gender
* IP Addresses
* TP contact details
* Nationality
* Client Company name

The Processor may also see documents containing Personal Data:* Birth Certificate
* National Insurance Number
* Telephone Number
* Passport
* Training Allowance
* Attendance Reports
* Academic Qualifications
* Ancillary Certificates
* Training Agreement
* Eligibility Checks

**The Supplier is Controller and the Buyer is Processor**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 Paragraph 2 of the following Personal Data:* N/A

**The Parties are Joint Controllers**The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:* **N/A**

**The Parties are Independent Controllers of Personal Data**The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:* Personally identifiable information *of* Supplier Personnel for which the Supplier is the Controller,
* Personally identifiable information of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer’s duties under this Contract) for which the Buyer is the Controller,
* **N/A**
 |
| Subject matter of the Processing | The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide the MCA with a service to end users that is in line with Government and GDS policies, be agile and quickly adapted to policy changes, create an improved and simple claims process and reporting function, produce accurate spend figures and be able to track trainee progress.  |
| Duration of the Processing | Theduration of processing for the Processor is 2 years.1st April 2024 to 31st March 2026. |
| Nature and purposes of the Processing | The nature of the Processing means any operation such as collection, recording, organisation (Training Provider), storage, training, qualifications, retrieval, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data. The primary purpose of the processing is for maintaining personal data is so that it is possible to measure the effectiveness of the SMarT scheme by monitoring the progression of trainees through their careers as they access different training and for statistical reporting purposes. |
| Type of Personal Data being Processed | NameDate of BirthPlace of BirthTrainee Reference NumberAddress and PostcodeDiscipline/Course attended/RouteNumber of weeks claimedAmount of funding claimedReason for leaving trainingCoC number and issue dateSMarT Item claimedTraining Item claimedTP Contact detailsNationalityGenderIP AddressesTP Contact nameClient Company name |
| Categories of Data Subject | TraineeTraining Provider |
| Plan for return and destruction of the data once the Processing is completeUNLESS requirement under law to preserve that type of data | The data sits on the MCA network so no return will be required. The data will be held for 10 years after the last claim. |
| Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract and international transfers and legal gateway | MCA Corporate Network |
| Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event | Strict technical measures have been put in place to protect this data. The data is encrypted at rest and in transit. The system has been designed as such that only relevant TP’s can see the data that they process, and strict access controls are in place.For avoidance of doubt, data cannot be accessed outside of the United Kingdom or European Union.  |

**Attachment 10 – Transparency Reports**

|  |  |  |  |
| --- | --- | --- | --- |
| **Title** | **Content** | **Format** | **Frequency** |
| Performance |  |  | On request |
| Charges |  |  | On request |
| Key Sub-Contractors |  |  | On request |
| Technical |  |  | On request |
| Performance management |  |  | On request |

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

Attached separately:

* FRAMEWORK SCHEDULE 4 – Annex 3: ALTERNATIVE AND ADDITIONAL CLAUSES AND SCHEDULES FOR LOTS 2, 3 AND 5
* **FRAMEWORK SCHEDULE 4 – ANNEX 2 - RM6100 TECHNOLOGY SERVICES 3 - LOTS 2, 3 AND 5 CALL OFF TERMS**