



**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 16th 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: <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 Agreement, except Framework Schedule 18 (Tender);



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- .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: | C24481 |
| Contract Title: | External User Authentication |
| Contract Description: | To provide a managed service to run, maintain and support the External User Authentication service. |
| Contract Anticipated Potential Value: this should set out the total potential value of the Contract | Initial three-year Contract Term – £4,967,750.00 Extensions – £1,675,000.00 |
| Estimated Year 1 Charges: | £2,671,750.00 |
| Commencement Date: this should be the date of the last signature on Section E of this Order Form | 1 st September 2023 |

Buyer details

Buyer organisation name

Secretary of State for the Home Department – Migration and Borders Technology Portfolio

Billing address

Your organisation's billing address - please ensure you include a postcode

Accounts Payable

Home Office

HO Box 5015

SSCL

Phoenix House

Newport

NP10 8FZ

United Kingdom

Buyer representative name

[REDACTED]

Buyer representative contact details

[REDACTED]

Buyer Project Reference

C24481



Supplier details

Supplier name

The supplier organisation name, as it appears in the Framework Agreement
Deloitte LLP

Supplier address

Supplier's registered address
1 New Street Square
London
EC4A 3HQ

Supplier representative name

The name of the Supplier point of contact for this Order
[REDACTED]

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.
[REDACTED]

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.

N/A

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 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 | X |
| 5. SERVICE INTEGRATION AND MANAGEMENT | <input type="checkbox"/> |

Part B – The Services Requirement

Commencement Date

See above in Part 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 36

Extension Period (Optional) Months
12 + 12



Minimum Notice Period for exercise of Termination Without Cause

(see Clause 35.1.9 of the Call-Off Terms)

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.

30 Calendar Days

Sites for the provision of the Services

See Appendix B – Procurement Requirements, Section 3.3.3

Buyer Premises:

The main location for delivery of the services will be Metro Point, 49 Sydenham Road, Croydon, CR0 2EU. However, the Buyer does not require the Supplier's resources to be co-located. The Buyer may request that Key Personnel attend meetings and work at the Buyer's offices in Croydon or London as required.

Supplier Premises:

As many individuals providing the services will be working in a hybrid manner, from home and from office locations, the premises from which the services will be provided will include various home and office locations within the UK. Occasional presence may be requested at Buyer Premises, as set out above, which will be agreed by the Parties. Supplier may provide delivery of certain services using offshore resources.

Note: The Supplier can provide the services from their site; however, for production systems services, remote access must be granted following appropriate completion of security check and end user device agreement.

Third Party Premises:

As individuals providing the services will be working in a hybrid manner, from home and from office locations, the premises from which the services will be provided will include various home and office locations within the UK and Romania.

Buyer Assets

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

The Buyer will provide access to: (a) the relevant Buyer owned or licensed tools and systems via virtual desktops or Buyer's virtual private network; and (b) POISE devices (i.e., Buyer-issued laptops) when required.

Supplier shall be responsible for provision of laptops to all required resource.

All processing of Buyer Data will be on Buyer systems, except where Buyer Data is required for approved use by the Supplier for incident resolution purposes (subject to the process set out in Attachment 9 (Data Processing) in respect of processing of any personal data), and all



processing shall be in accordance with the provisions governing data processing set out in this Contract.

The Supplier shall comply with the geographical restrictions notified to it by Buyer with respect to location of personnel and transfers of Buyer Data, save to the extent that any country has been approved in writing by the Buyer (including on a case-by-case basis and any locations referred to under 'Supplier Premises' and 'Third Party Premises' above).

Buyer will properly maintain its infrastructure and the Buyer Assets (hardware and software) during the term of the Contract.

Supplier is not responsible for, and shall have no liability arising out of or relating to, the performance, reliability, availability, or security of any Buyer or third party system or hardware which is not within the scope of the Services.

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.

See Appendix B – Procurement Requirements, Section 4.4

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 Standards for Supplier

HMG Security Policy Framework:

- <https://www.gov.uk/government/publications/security-policy-framework>

HMG Security Policy framework

- <https://www.gov.uk/government/publications/security-policy-framework>

Government Minimum Cyber Security Standard

- www.gov.uk/government/publications/the-minimum-cyber-security-standard

HMG Baseline Personnel Security Standard

- <https://www.gov.uk/government/publications/government-baseline-personnel-securitystandard>

NCSC "Security Design Principles for Digital Services"

- <https://www.ncsc.gov.uk/guidance/security-design-principles-digital-services-main>

NCSC "Bulk Data Principles"

- <https://www.ncsc.gov.uk/guidance/protecting-bulk-personal-data-main>

NCSC End User Device Security guidance

- <https://www.ncsc.gov.uk/collection/end-user-device-security>



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.

Home Office Digital Strategy:

- <https://www.gov.uk/government/publications/home-office-digital-strategy/home-officedigital-strategy>

Home Office Technology Strategy:

- <https://www.gov.uk/government/publications/home-office-technology-strategy/homeoffice-technology-strategy>

Government Service Design Manual:

- <https://www.gov.uk/service-manual/browse>

Software standards for suppliers

Twelve-Factor application design <https://12factor.net>

Services must achieve WCAG 2.1 level AA as part of meeting [government accessibility requirements](#).

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.

The Insurance(s) required will be:

- A minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract
- Professional indemnity insurance cover. This professional indemnity insurance cover will have a minimum limit of indemnity of [REDACTED] for each individual claim and in the aggregate
- Employers' liability insurance with a minimum limit of [REDACTED] or any higher minimum limit required by Law.



Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

The following Buyer Responsibilities shall apply to the Contract (including all Statements of Work). Each SOW may set out any additional Buyer Responsibilities applicable to the Services detailed in the relevant SOW.

1. Buyer shall remain solely responsible for managing all aspects of Buyer's business, for taking all decisions and operating all accounting, internal control or management information systems.
2. Any information provided by Buyer, or any third party on Buyer's behalf, will be accurate, complete and not misleading and the Supplier may rely on it, except where and only to the extent the Buyer expressly notifies the Supplier in writing of the limitations of the information provided.
3. Buyer shall notify Supplier promptly if any of the information or data Buyer or any of its agents or contractors have provided becomes inaccurate or if any of Buyer's requirements change or if Buyer becomes aware of any conflict or ambiguity in respect of the agreed requirements or any circumstances or events which may materially impact the provision of the Services within the anticipated timescales.
4. Buyer shall ensure that all of Buyer's staff overseeing the Services shall be suitably skilled and/or experienced and manage any third-party suppliers Buyer is using to support the Services. Supplier shall not be responsible for the competence or lack thereof of Buyer or third-party suppliers engaged, or third-party resources provided, to assist with the project or Services.
5. Buyer shall notify Supplier in writing, prior to the commencement of each Statement of Work, of any internal policies, codes or procedures that Buyer requires Supplier to comply with (and where applicable update Supplier to the changes in any such policies) in addition to those specified in the Call Off Contract.
6. Where needed to assist Supplier in performing the Services, Buyer shall: (i) take decisions and obtain management approvals promptly; (ii) give Supplier full and prompt access to Buyer's people and premises and those of Buyer's affiliates and to Buyer's other advisors associated with the Services, together with all necessary administrative support.
7. Buyer shall be responsible for obtaining all software licences and rights to use products and services (and ensuring that it has the rights to allow Supplier (including any subcontractors) to use such software, products or services), excluding for the avoidance of doubt any licences for software Supplier uses in the ordinary operation of its business, e.g., MS Office. Buyer shall ensure any such software, products and services meet the Buyer's requirements.
8. Buyer shall provide or facilitate access to appropriate Buyer technical personnel and documentation to assist in providing the Services and use all reasonable endeavours to provide or facilitate access to appropriate third-party technical personnel and documentation to assist in providing the Services.
9. Buyer shall provide appropriate support, sponsorship, stakeholders and subject matter experts, as required.
10. Buyer shall establish and maintain the IT service toolset required to measure the Service Levels and Supplier's performance in respect of the Service Levels.

The Parties may agree additional Buyer Responsibilities in each Statement of Work.



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 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

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"/> |

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 checked="" 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.





[Redacted content]



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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[Redacted]

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[Redacted]



[Redacted content]



[Redacted content]



16.

17.

18.

b.



c.

19.

20.

21.



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

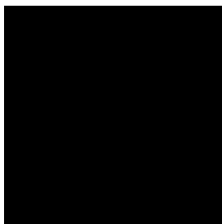
Additional Clause C3 (Collaboration Agreement)

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

Section D Supplier Response

The Supplier Response is provided for information purposes only and is not intended to be legally binding. The Supplier Response is superseded by the terms of this Contract and Statement of Work 1 (Initial SOW) and will be superseded by the agreed Statements of Work, which the parties will execute throughout the Contract period.





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.*

- All tender documentation submitted to the Buyer;
- All elements which comprise the Supplier's proposed solution under the Contract and any SoWs.
- Rates, expenses, pricing information, details of Supplier's cost base and Charges, excluding overall Charges (i.e., total Charges in the aggregate for the Contract);
- Supplier's business approach, procedures and methodologies, proprietary information and Supplier Background IPR;
- Insurance arrangements and related information; and
- Personal Data relating to Supplier Personnel including, but not limited to, CVs, names, contact details and other identifiers provided by or on behalf of the Supplier.

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 | |



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For and on behalf of the Buyer

| | |
|----------------|------------|
| Name | [Redacted] |
| Job role/title | [Redacted] |
| Signature | [Redacted] |
| Date | [Redacted] |

Attachment 1 – Services Specification

The Service Specification embedded below is provided for information only and is not intended to be legally binding. The services specifications set out in the agreed Statements of Work (including the Initial SOW) shall apply, which the Parties intend to execute throughout the Contract Period.



Appendix B - External
User Authentication Pr



Attachment 2 – Charges and Invoicing

Part A – Payments and Invoicing

1. In respect of any services to be provided, the Supplier's rate cards set out in Part C (Supplier Rate Cards for Calculation of Charges) to this Attachment 2 ("Rate Cards") shall apply.
2. Without prejudice to Clause 7A of the Call Off Terms: (a) this Contract will be managed through Statements of Work for work that is agreed in advance with the Supplier; and (b) the Supplier will be asked to price for the proposed scope of work in each SOW reflecting matters such as: the service and structure required, its management and its level of support, tickets, events, and any ongoing continuous improvement.
3. Supplier shall charge for any Support Services on a fixed price basis. Supplier shall be entitled to charge for services other than Support Services on a time and materials or fixed price basis. Unless agreed otherwise in writing and notwithstanding any other provision of this Contract, only Charges for Support Services shall be subject to the gainshare mechanism set out in Part B 3. (Gainshare and Value for Money) in Schedule 2 (Charges and Invoicing) of the Call Off Terms ("**Gainshare Mechanism**").
4. Supplier's Rate Card will be fixed for the initial three-year term. The Supplier shall be entitled to Index the Rate Card in accordance with Paragraph 2.2 of Part A of Schedule 2 (Charges and Invoicing).
5. Without prejudice to Clause 7B of the Call Off Terms, to the extent the acceptance criteria and acceptance process have been expressly specified and agreed in a SOW, Buyer shall pay to Supplier the relevant Charges following delivery and acceptance of the deliverables in accordance with the pre-agreed acceptance criteria and acceptance process as defined in the agreed SOW.
6. Supplier shall submit any invoices electronically via email to the below email address. If Supplier is unable to submit invoices via email, Supplier shall submit the invoice by post to:

[Redacted email address and postal address]

Part B – Service Charges

The following service charges are provided for information only and are not intended to be legally binding. The service charges below apply the fixed price team rate card mechanism and were calculated based on the information and assumptions contained in the tender submitted by Supplier to Buyer on or around 9th May 2023 ("**ITT Response**") in response to the Buyer's



invitation to tender (entitled “Further Competition for External User Authentication Contract under Framework RM6100 Technology Services 3”) published on or around 12th April 2023 (“ITT”).

The charges applicable to the Services shall be set out in the agreed Statements of Work, including the Initial SOW.



Part C – Supplier Personnel Rate Card for Calculation of Charges





| | | | |
|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

(b) (7)(C), (b) (7)(D)

[REDACTED]

[REDACTED]

[REDACTED]

[illegible]



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[Redacted]

[Redacted]

[Redacted]

| | | |
|------------|------------|------------|
| [Redacted] | [Redacted] | [Redacted] |
| [Redacted] | [Redacted] | [Redacted] |



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Part D – Risk Register

Not Applicable

Part E – Early Termination Fee(s)

Not Applicable

Attachment 3 – Outline Implementation Plan

Not Applicable



Attachment 4 – Service Levels and Service Credits



Appendix H - Service
Levels and Service Cre

- A. The provisions of this Attachment 4 shall apply where the Parties agree and expressly state within a Statement of Work that Service Levels and Service Credits are applicable.
- B. Notwithstanding any other provision in this Contract, Supplier shall only be accountable or liable for failure to achieve any Service Level and/or Milestone (including in respect of payment of any Service Credits) where: (a) such failure is directly due to its act or omission; and (b) the relevant Service Level and/or Milestone apply only to the Services provided by Supplier under an agreed SOW (and not any services or deliverables to be provided by a third party). For the avoidance of doubt, Supplier shall not be accountable or liable for failure to achieve any Service Level and/or Milestone: (a) due to any act or omission of Buyer or any third party; or (b) applicable to services or deliverables to be provided by any third party.
- C. The definitions set out in Schedule 1 (Definitions) of the Call Off Terms and the following definitions shall apply to this Attachment 4 (Service Levels and Service Credits):

“Annual Service Cost” means the total annual Charges in respect of the fixed support element of the Service only (as set out in each agreed SOW, as applicable) for one Contract Year. This includes the Support Team, on call costs, and call out costs

“Incident” means any event which causes an unplanned interruption or disruption to normal operation of Service, excluding planned maintenance or downtime.

“Level 2 Team” means the team engaged by Buyer to resolve level 2 Incidents and provide day-to-day operational support services, including Incident triage and application support services.

“L3 Incident” means an Incident which the Level 2 Team are unable to resolve because:

- (a) it would require a change in the source code; or
 - (b) it is overall too technically complex and the Level 2 Team does not have any work instruction or documentation to resolve the Incident,
- and is categorised in accordance with the “Description” column of the table in Annex 1 of this Attachment 4.

“Operations Manual” means the manual for the day-to-day operation of the Services, to be developed and agreed by the Parties within six (6) months of the Commencement Date.



“Resolution Time” means the time for resolution of each Service Level, as set out in Annex 1 of this Attachment 4 below.

“Service Point” means total Annual Service Cost divided by the total hours per year (based on 365 days availability of the system per year).

“SLA Clock” has the meaning given to that term in paragraph 2 of this Attachment 4.

Service Points, Service Levels and Service Credits

1. Service Points, Service Levels and Service Credits shall not apply for the first six (6) months immediately after the Commencement Date. Service Points, Service Levels and Service Credits shall only apply to L3 Incidents.
2. The measurement of the Resolution Time for any Service Level applicable to Services or deliverables provided by Supplier (**“SLA Clock”**) shall commence from the time the relevant Incident ticket is assigned to Supplier by way of Buyer’s IT service toolset and Supplier is notified by way of the agreed process as documented in the Operations Manual. In respect of any L3 Incident assigned to Supplier, the SLA Clock shall be paused if:
 - (a) additional information is required from Buyer or a third party to resolve the L3 Incident;
 - (b) there is any failure or delay beyond the reasonable control of Supplier;
 - (c) Buyer requests Supplier to re-prioritise another incident(s) (including incidents other than L3 Incidents); or
 - (d) Supplier has completed its work or activity required to resolve the L3 Incident and further work or activity by Buyer or its third party(ies) is required to resolve the L3 Incident,

and the SLA Clock shall only resume in respect of the above, respectively, once:

- (a) such additional information is received by Supplier;
 - (b) such delay has ended;
 - (c) Supplier is no longer required to re-prioritise any other incident(s); or
 - (d) the L3 Incident is returned to Supplier because the Buyer or its third party(ies) has completed its work and further work by Supplier is required to resolve the L3 Incident.
3. Buyer shall establish and maintain the IT service toolset required to measure the Service Levels and Supplier’s performance in respect of the Service Levels. The Parties shall record the commencement and any stoppage of the SLA Clock on the Buyer’s IT service toolset. Any L3 Incident will be deemed “resolved” (and the SLA Clock shall be stopped indefinitely in respect of that L3 Incident) when the relevant service is restored to normal operation, including by way of any temporary workarounds.
4. If any incident other than an L3 Incident is assigned to Supplier, Supplier shall not be responsible for the resolution of such incident and shall be entitled to return such incident to Buyer or its relevant third party for resolution (and for the avoidance of doubt, Service Points,



Service Levels and Service Credits shall not apply to such incidents), unless otherwise agreed in writing by the Parties. From time to time Buyer may request Supplier to prioritise incident(s) other than L3 Incidents and in such case, Service Points, Service Levels and Service Credits shall not apply to any L3 Incidents for the period Supplier prioritises such other incident(s).

5. Notwithstanding any other provision of the Contract, any dispute or issue regarding operational matters affecting any Service Level(s) shall first be discussed between the Parties and the Parties shall record the dispute and any agreed outcome in the Buyer's toolset. If the Parties cannot resolve such dispute or issue then the matter may be referred to the Dispute Resolution Procedure.
6. Subject to paragraphs A, B, 1 – 5 above:
 - (a) Service Points shall accrue for any KPI Failure and shall be calculated with reference to the number of Service Points accrued in any one Service Period, as set out in Annex 1 of this Attachment 4.
 - (b) For each L3 Incident breaching the Resolution Time set out in Annex 1 (Service Levels and Service Credits) of this Attachment 4, Charges payable to the Buyer as Service Points shall be deducted from the next valid invoice.
 - (c) If the level of performance of the Supplier during a Service Period achieves the Target Performance Level in respect of a KPI, no Service Points shall accrue to the Supplier in respect of that KPI.
 - (d) If the level of performance of the Supplier during a Service Period is below the Target Performance Level in respect of KPI1 and KPI2, Service Points shall accrue to the Supplier every one hour outside the relevant Target Performance Level in respect of that KPI as set out within Annex 1 of this Attachment 4.
 - (e) If the level of performance of the Supplier during a Service Period is below the Target Performance Level in respect of KPI3 and KPI4 and KPI5, Service Points shall accrue to the Supplier if the resolution target is not met for a period of three calendar months, in respect of that KPI as set out within Annex 1 of this Attachment 4.
7. The annual total value of Service Credits is capped at 5% of the Annual Service Cost, that is the Service Credit Cap is 5% of the Annual Service Cost.
8. The KPIs will be discussed during the monthly contract management meeting between the Buyer and the Supplier.



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

| Key Supplier Personnel | Key Role(s) | Duration |
|------------------------|-------------|----------|
| N/A | N/A | N/A |
| | | |
| | | |

Part B – Key Sub-Contractors

| Key Subcontractor 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

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 |
|----------|--|---------|--------------------|--------------|------------------|-------------------------|-------------|
| N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |



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 |
|----------------------|----------|---------|--------------------|--------------|------------------|-------------------------|-----------------|
| N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Attachment 7 – Financial Distress

For the purpose of Schedule 11 (Financial Distress) of the Call-Off Terms, the following shall apply:

PART A – CREDIT RATING THRESHOLD

| Entity | Credit Rating (long term) <i>(insert credit rating issued for the entity at the Commencement Date)</i> | Credit Rating Threshold <i>(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3))</i> |
|----------|---|---|
| Supplier | N2 (D&B Rating and Risk Indicator) | N3 (D&B Rating and Risk Indicator) |

Attachment 8 – Governance

PART A – SHORT FORM GOVERNANCE

Not Applicable

PART B – LONG FORM GOVERNANCE

The Supplier must comply with the Clauses set out in Appendix B – Procurement Requirements, Section 3.3.7 Governance.

This includes attending planning and progress meetings as required, and reporting to governance and delivery forums. Recurring meetings are listed below but are subject to change:

| Contract Management/Service Review | |
|--|-------------------------|
| Buyer Members of Service Management Board | <div></div> <div></div> |
| Supplier Members of Service Management Board | <div></div> <div></div> |
| Start Date for Service Management Board meetings | <div></div> |
| Frequency of Service Management Board meetings | <div></div> |
| Location of Service Management Board meetings | <div></div> |

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

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

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

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

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

| Description | Details |
|---|---|
| Identity of Controller for each Category of Personal Data | <p>The Authority is Controller and the Supplier is Processor</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 Personal Data. All processing undertaken by the Supplier is done under the instruction of the Home Office. These processing actions include the management, support and administration of the Buyer's customers' accounts for the External User Authentication system.</p> <p>The Parties are Independent Controllers of Personal Data</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">- Business contact details of Supplier Personnel.- 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. |
| Duration of the processing | Deloitte shall begin processing under this contract from the commencement date until the end of the Contract Period, as stated above in Section A |

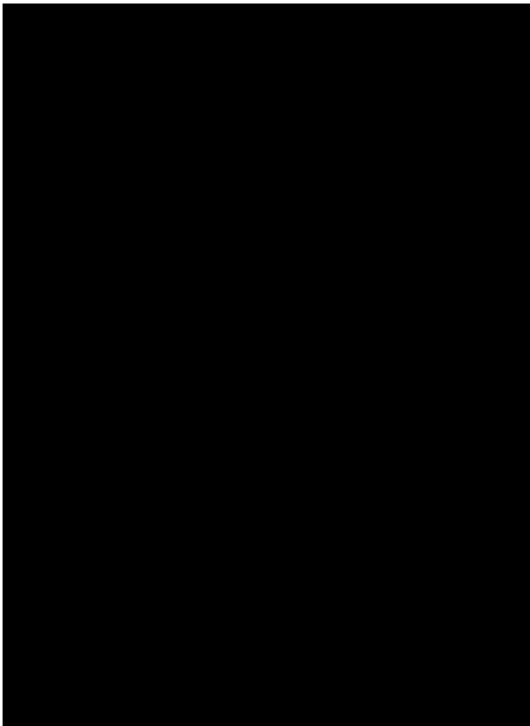
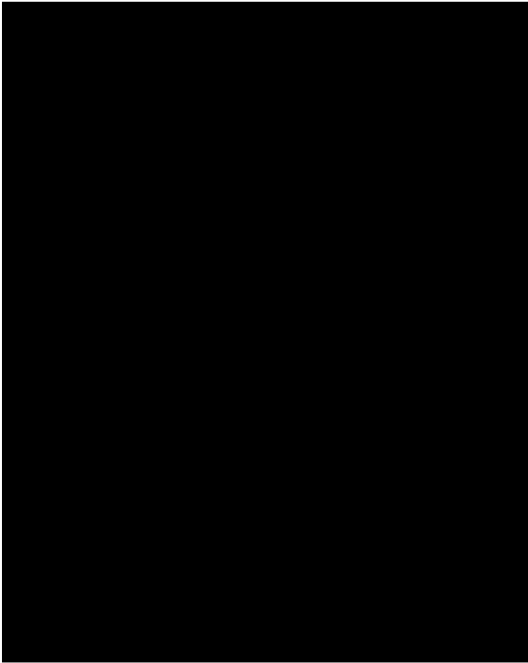
| | |
|--|--|
| Nature and purposes of the processing | <p>The Supplier is instructed by the Home Office to support the External User Authentication platform.</p> <p>In performing this service, the Supplier will have access to the live environment, and will therefore have access to personal data related to immigration, the processing of visa applications and immigration enforcement activities. Processing activities are limited to building, testing, deploying, and supporting software which will enable the controller to process client data on Buyer infrastructure. For specific incident resolution, personal data may be passed back via Confluence, POISE, and encrypted email to the Home Office for communication to the data subject.</p> <p>No personal data is hosted on Supplier infrastructure, however, may be accessed to perform the above activities.</p> |
| Type of Personal Data | <p>Personal data may include; names, date of birth, contact details, address details, photographic images, immigration status and history, financial data, passport information. Special category data: biometric data, health data, racial or ethnic origin data, religious or philosophical belief data, political opinion data.</p> |
| Categories of Data Subject | <p>Home Office staff, immigration applicants, overseas visitors to the UK, immigration offenders.</p> |
| 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>At the end of the period determined under 'Duration of the Processing', the supplier, Deloitte, will revoke all access rights to view personal data. Where any personal data is held on a platform or device outside of Home Office infrastructure, this will be destroyed to a level that makes it irretrievable.</p> |

Attachment 10 – Transparency Reports

Not Applicable

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

1. RM6100 Lot 3d - Call Off Terms



2. **RM6100 Lot 3d - Additional and Alternative Terms and Conditions**

