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**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 15th 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 <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;
12. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses;
13. Appendix 1 – Additional Definitions;
14. Appendix 2 – Additional Terms and Conditions;
15. Appendix 3 – Application List;
16. Appendix 4 – Application Middleware List; and
17. Appendix 5 – Controlled Documents.



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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:	██████████
Contract Title:	Platform Services for the Defra Application Estate
Contract Description:	To provide a managed platform service as described in Attachment 1 – Services Specification
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	£7,207,673.94
Estimated Year 1 Charges:	██████████
Effective Date:	Date of the last signature on Section E of this Order Form

Buyer details	
Buyer organisation name	The Secretary of State for Environment, Food and Rural Affairs
Billing address	Your organisation's billing address - please ensure you include a postcode Nobel House, 17 Smith Square, London SW1P 3JR
Buyer representative name	The name of your point of contact for this Order ██████████
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.



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Email: [REDACTED]

Mobile: [REDACTED]

Buyer Project Reference

Please provide the customer project reference number.

[REDACTED]

Supplier details

Supplier name

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

IBM United Kingdom Limited

Supplier address

Supplier's registered address

PO Box 41, North Harbour, Portsmouth, Hampshire PO6 3AU

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.

Email: [REDACTED]

Mobile: [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.

[REDACTED]

Guarantor details

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



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Section B

Part A – Framework Lot

Framework Lot under which this Order is being placed

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

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

Part B – The Services Requirement

Commencement Date

1st February 2023

Contract Period

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

Initial Term

24 Months

Extension Period

(Charges are subject to Agreement)

12 Months + 12 Months

Minimum Notice Period for exercise of Termination Without Cause

(Calendar days) (see Clause 35.1.9 of the Call-Off Terms)

Sites for the provision of the Services

The Supplier shall provide the Services from the following Sites:

Buyer Premises:



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[Redacted]

[Redacted]

Supplier Premises:

[Redacted]

Third Party Premises:

[Redacted]

[Redacted]

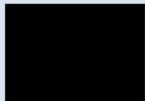
[Redacted]

[Redacted]

[Redacted]

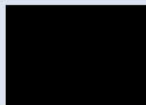
Buyer Assets

The Buyer Assets within this embedded document apply to both this Order Form and the Order Form 'C5495 Application Maintenance and Support Services for the Defra Application Estate.



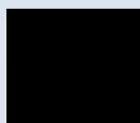
Additional Standards

The additional standards in the following embedded document shall apply to the Contract over and above the Standards.



Buyer Security Policy

The Supplier will comply with the Buyer's Security Policy set out in the following embedded document.



Buyer ICT Policy



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The Supplier will comply with the Buyer's ICT Policy set out in the following embedded document.



Insurance

The Buyer requires the additional insurances as specified below:

Third Party Public Liability Insurance US\$ equivalent of [REDACTED] in the annual policy aggregate

Professional Indemnity Insurance US\$ equivalent of [REDACTED] in the annual policy aggregate

Employer's Liability Insurance (£) – US\$ equivalent of [REDACTED]

Buyer Responsibilities

To support the Supplier with the delivery of Services, the Buyer will adhere to the responsibilities as set out in the 'Buyer Responsibilities' section of the Service Entity Descriptions (SEDs) found in Attachment 1 of this Order Form.

Order Form 'C5495 Application Maintenance and Support Services for the Defra Application Estate' remaining in full force and effect and for the scope of supply as at the Commencement Date during the Contract Period of this Order Form.

Goods

Not Applicable

Governance – Option Part A or Part B

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.



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Change Control Procedure – Option Part A or Part B

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	<input type="checkbox"/>
Part B – Long Form Change Control Schedule	<input checked="" 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 [REDACTED] and
- for the purpose of Paragraph 8.2.2, the figure shall be [REDACTED]



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Section C

Part A - Additional and Alternative Buyer Terms

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

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

Part A – Additional Schedules

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

Part B – Additional Clauses

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

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

Part C - Alternative Clauses

The following Alternative Clauses will apply:

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

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



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

Additional Schedule S3 (Security Requirements)

The Supplier will create a Security Management Plan within the first 6 months from the Commencement Date. This will be aligned to the Buyer Security Policies and will be reviewed and agreed by both Parties.

Additional Schedule S4 (Staff Transfer).

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 notwithstanding that S4 has been selected in Part A of Section C above.

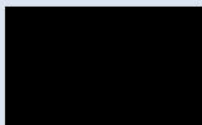
Additional Clause C1 (Relevant Convictions)

Not Applicable

Additional Clause C3 (Collaboration Agreement)

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

The Collaboration Agreement agreed between the Authority (the Buyer) and the Service Provider (the Supplier) under CCN6262Cen to the Buyer and Supplier eNabling Agreement on or around 29th March 2018 shall apply on a mutatis mutandis basis and is attached here for reference.





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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.*

- i) The Charges and any related information (including the breakdown of the Charges and any costs, profits and overhead percentages) relating to the Services.
- ii) The results of any audit, any 'open-book' information derived from any audit.
- iii) All reports containing financial information relating to the provision of the Services.
- iv) The names of Suppliers Key Personnel.
- v) The amounts of any Milestone Payments, Service Levels and Service Credits, Delay Payments (if any).
- vi) Information provided by the Supplier regarding any Financial Distress Event and any Financial Distress Service Continuity Plan relating to the Supplier and/or any Key Sub-Contractor.
- vii) Details of any claims made by Buyer under any indemnity or otherwise under the Contract.
- viii) All financial details relating to any Key Sub-Contractor including the costs of the services procured by the Supplier from any Key Sub-Contractor.
- ix) Trade secrets of the Supplier, any Key Sub-Contractor and their respective third parties, including but not limited to intellectual property rights, service and product information and details, service descriptions and the information therein, statements of works and the information therein, technical and technological information, commercial data, sales methods, delivery methods, ideas, methods, methodologies, processes, techniques, code, source code, formulas, data, strategies, engineering and design plans and drawings, blueprints, customer and supplier lists, business information, financial information, management information and outcome and results from benchmarks and audits.
- x) Any other confidential information of the Supplier, any Key Sub-Contractor and their respective third parties whose disclosure would, or would be likely to, prejudice the commercial interests of any legal person (including the Supplier, any Key Sub-Contractor or their respective third parties), and any of the information in clause ix. which for some reason would not be considered as "trade secret".
- xi) Confirmation or denial of holding any information related to clause ix and x, if doing so would, or would be likely to, prejudice the interests protected in clause ix and x.
- xii) Personal data.



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
Supplier_Signature

[Redacted Signature]

Full Name: [Redacted]

Job Title/Role: [Redacted]

Date Signed: [Redacted]

For and on behalf of the Buyer
Buyer_Signature

[Redacted Signature]

Full Name: [Redacted]

Job Title/Role: [Redacted]

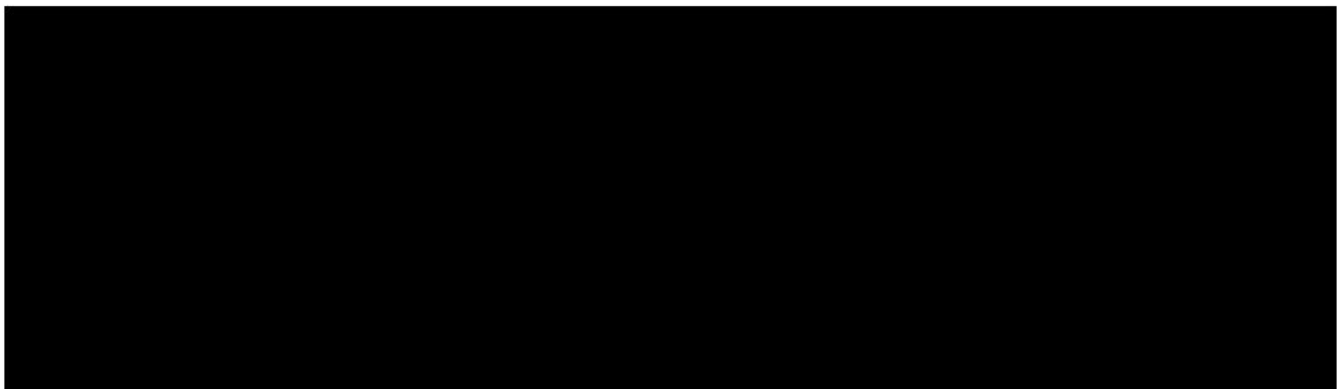
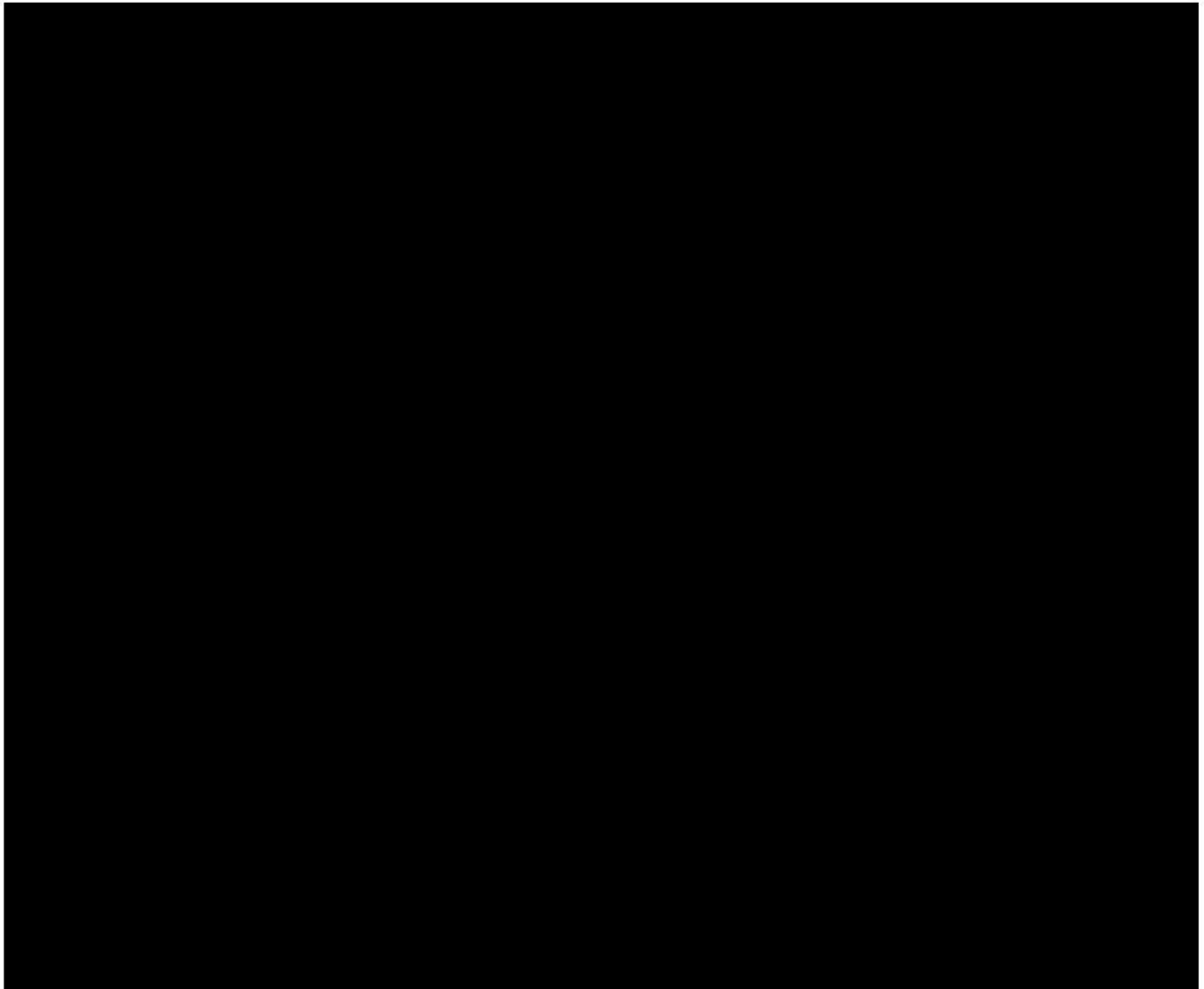
Date Signed: [Redacted]



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Attachment 1 – Services Specification

The Supplier shall provide the Services in Table 1.1



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Attachment 2 – Charges and Invoicing

Part A – Milestone Payments and Delay Payments



Part B – Service Charges

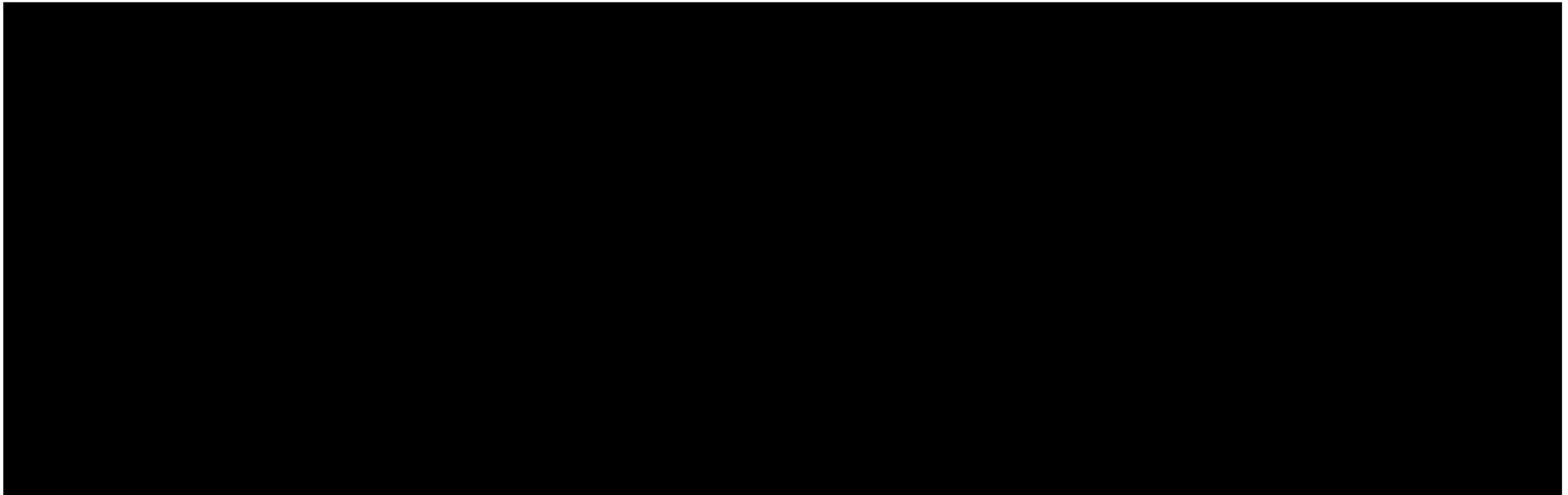
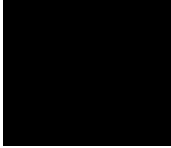


Table 2.1 – Service Charges



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Table 2.2 – Baselines for PxQ elements

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Table 2.3 – Unit Prices for PxQ elements



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Part C – Project Rate Cards





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[Redacted]

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

- [Redacted]
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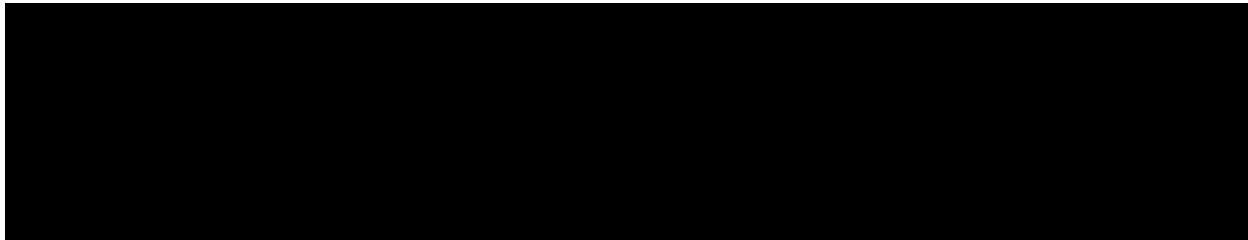
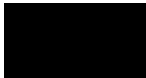


Table 2.4 – Profit Margin increments and Buyer share of Excess Margin





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Part D – Risk Register

Not Applicable

Part E – Early Termination Fee(s)

- [illegible]



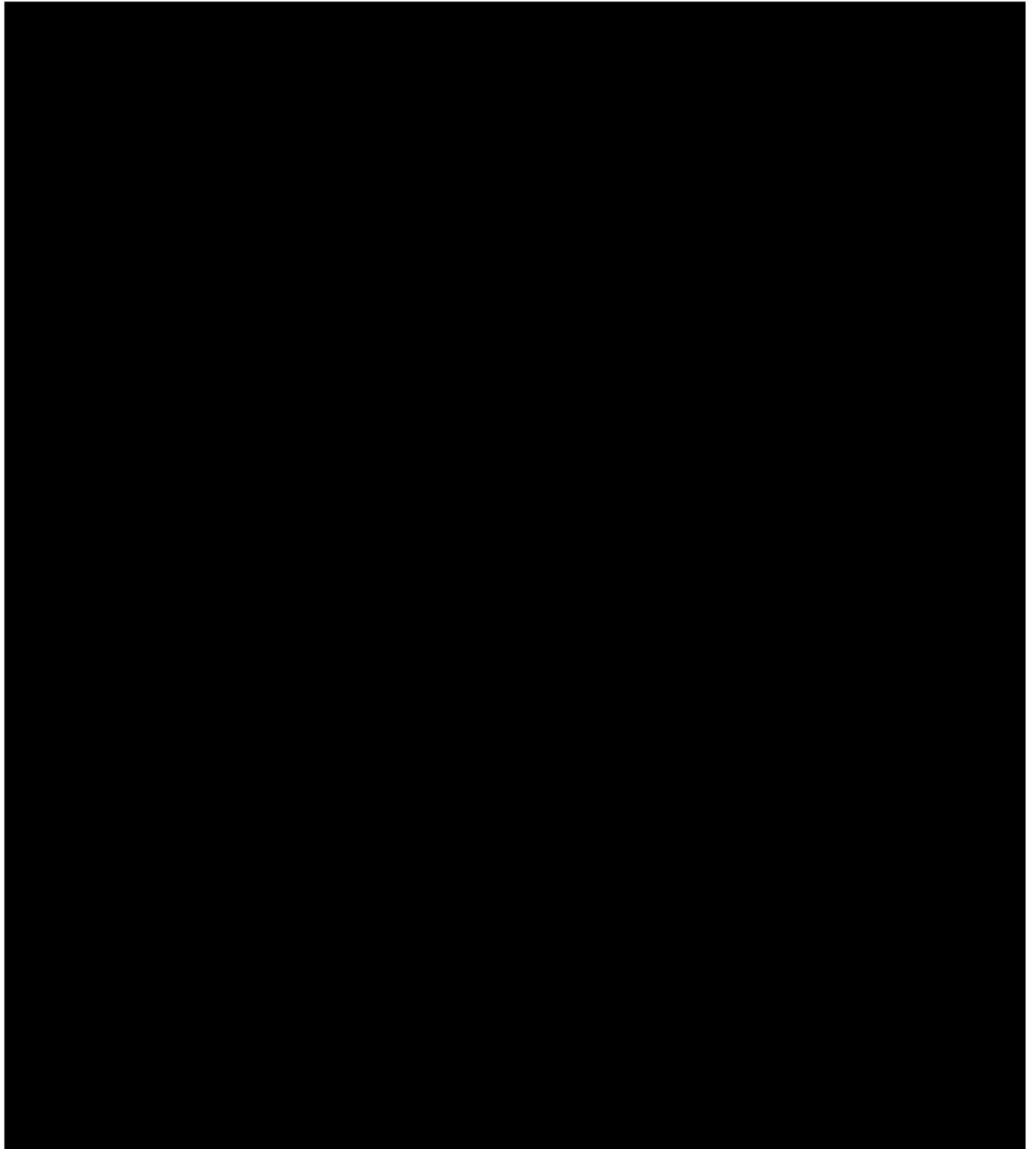
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2. Not Used
3. Not Used
4. Not Used



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Attachment 3 – Outline Implementation Plan





Attachment 4 – Service Levels and Service Credits

Service Levels and Service Credits

[Redacted text block]

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Service Credit Cap

Not Applicable

Critical Service Level Failure

Not Applicable



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Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

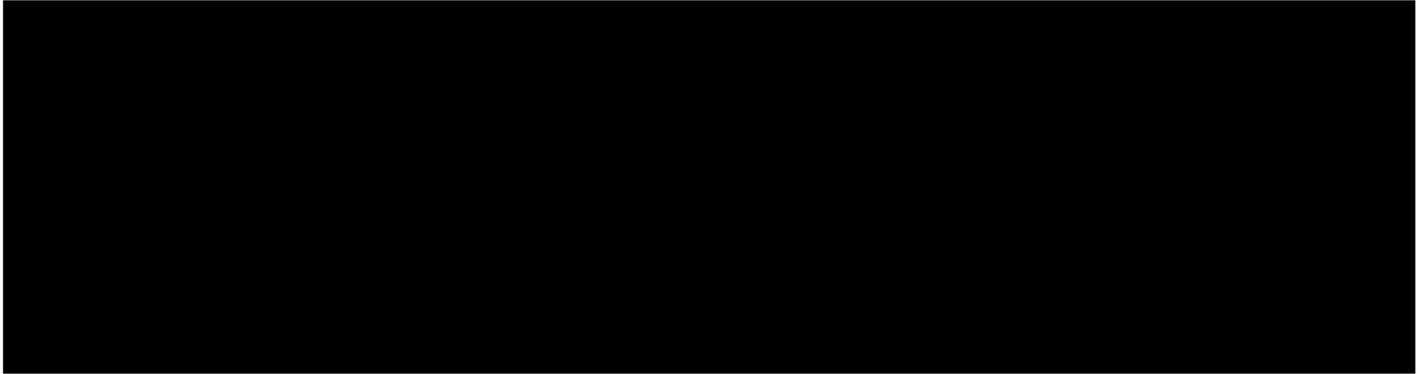


Table 5.1 - Key Supplier Personnel

Key Sub-Contractors

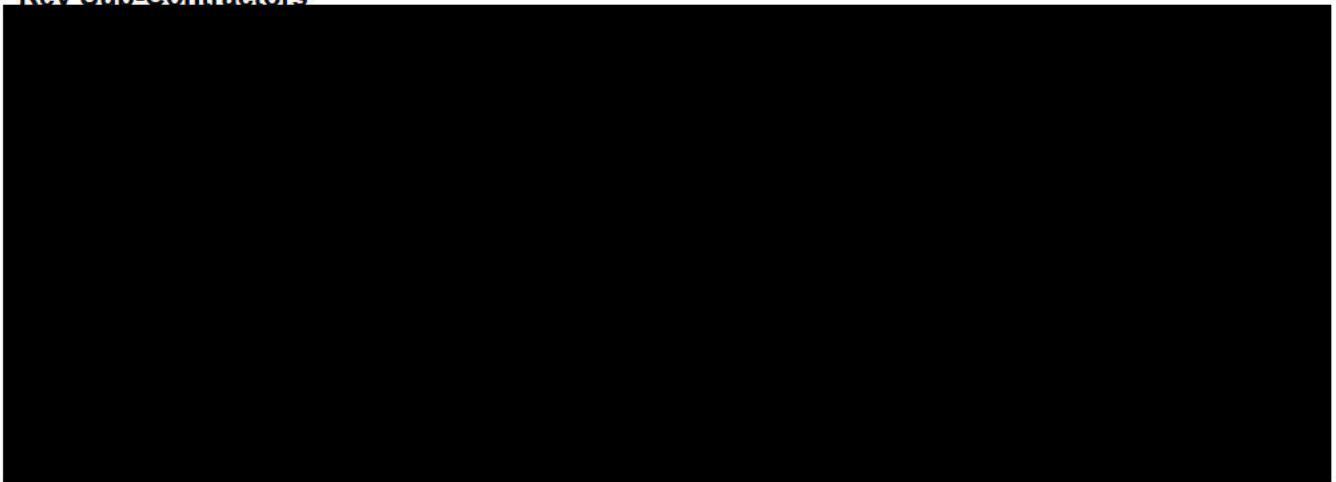


Table 5.2 - Key Sub-Contractors

Attachment 6 – Software



Part A – Supplier Software

Not Applicable

Part B – Third Party Software

Not Applicable

Table 6.1 – Third Party Software

Attachment 7 – Financial Distress

For the purpose of Schedule 7 (Financial Distress) of the Call-Off Terms, the following shall apply:

Part A – Credit Rating Threshold

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Table 7.1 – Financial Distress

Part B – Rating Agencies

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Attachment 8 – Governance

Part A – Short Form Governance

Not Applicable

Part B – Long Form Governance

The Buyer and Supplier's governance of this Order Form shall be performed contemporaneously with governance of Order Form 'C5495 Application Maintenance and Support Services for the Defra Application Estate'.

For the purpose of Part B of Schedule 7 (Long Form Governance) of the Call-Off Terms, the following boards, starting in February 2023, shall apply:

Programme Board (Joint Collaboration Board (JCB) under the Buyer's governance model)	
Buyer members of JCB	<ul style="list-style-type: none"> • Head of GIO • Service Management Executive (Chair) • Portfolio and Programme Manager • Chief Technology Officer • Senior Security Advisor • Commercial – Head of Technology Category • Deputy Director Service Strategy & Design
Supplier members of JCB	<ul style="list-style-type: none"> • Client Partner • Delivery Partner • Technical Director
Frequency of JCB	Every 2 months or such other frequency as agreed between the Parties
Location of JCB	Buyer premises or alternative collaboration tool eg. MS Teams.

Table 8.1 Programme Board

Change Management Board (Commercial Management Board (CMB) under the Buyer's governance model)	
Buyer Members of CMB	<ul style="list-style-type: none"> • Commercial Lead (Chair) • Service Manager • Financial Manager
Supplier Members of CMB	<ul style="list-style-type: none"> • Commercial Lead • Financial representative (each quarter or as otherwise required)
Frequency of CMB	Monthly or such other frequency as agreed between the Parties
Location of CMB	Buyer premises or alternative collaboration tool eg. MS Teams.

Table 8.2 – Change Management Board

Technical Board (Technical Design Authority (TDA) under the Buyer's governance model)	
Buyer Members of TDA	<ul style="list-style-type: none"> • Head of Infrastructure & Security (Chair) • Heads of Application Architecture & Data Architecture • Domain/Programme/Solution architects (as required) • GIO Head of Technical services (and Technical Leads as required) • DDTS Service Owners, Commercial representatives (as required) • Head of Operational Security Assurance

Supplier Members of TDA	<ul style="list-style-type: none"> • Technical Director • Domain/solution/technical architects / SMEs (as required)
Frequency of TDA	Weekly or such other frequency as agreed between the Parties
Location of TDA	Buyer premises or alternative collaboration tool eg. MS Teams.

Table 8.3 – Technical Board

Service Management Board (Service Management Board (SMB) under the Buyer's governance model)	
Buyer Members of SMB	<ul style="list-style-type: none"> • Service Management Executive (Chair) • Service/Product Manager • Service Management representative (where appropriate) • Commercial representative • Supply Chain Assurance Security Advisor
Supplier Members of SMB	<ul style="list-style-type: none"> • Account Manager • Service Delivery Manager • Operational Delivery Manager(s) • Security Manager
Frequency of SMB	Monthly or such other frequency as agreed between the Parties
Location of SMB	Buyer premises or alternative collaboration tool eg. MS Teams.

Table 8.4 – Service Management Board

Risk Management Board	
Not Applicable - Included as part of Service Management Board	

Table 8.5 – Risk Management Board

In addition to the governance boards above which are referenced in Schedule 7 (Long Form Governance) the Buyer and Supplier also take part in the following 2 (two) boards concerning the governance of projects and programmes.

Project and Portfolio Management Board (Subject to Work Order)	
Buyer Members of Project and Portfolio Management Board (include details of chairperson)	<ul style="list-style-type: none"> • Head of Portfolio and Pipeline (Chair) or designated deputy • Head of Project Delivery • IT Portfolio Manager • Commercial Management • Programme Managers (as appropriate) • Head of Service Transition • GIO Leadership Team members (as required) • Information Assurance Lead
Supplier Members of Buyer Members of Project and Portfolio Management Board	<ul style="list-style-type: none"> • Programme and Projects Lead • Project Managers (as required)
Frequency of Buyer Members of Project and Portfolio Management Board meetings	Monthly or such other frequency as agreed between the Parties
Location of Buyer Members of Project and Portfolio Management Board meetings	Buyer premises or alternative collaboration tool eg. MS Teams.

Table 8.6 – Project and Portfolio Management Board

Single Supplier Project Board (Subject to Work Order)	
Buyer Members of Single Supplier Project Board (include details of chairperson)	<ul style="list-style-type: none"> • Lead DDTS Programme Manager assigned to Supplier (Chair) • Commercial representatives • GIO Service Owner assigned to Supplier (where appropriate) • Customer stakeholders (where appropriate) • Security representatives (where appropriate)
Supplier Members of Buyer Members of Single Supplier Project Board	<ul style="list-style-type: none"> • Programme and Projects Lead • Project Managers (as required)
Frequency of Buyer Members of Single Supplier Project Board meetings	Frequency as agreed between the Parties
Location of Buyer Members of Single Supplier Project Board meetings	Buyer premises or alternative collaboration tool eg. MS Teams.

Table 8.7 – Single Supplier Project Board

Buyer's Terms of Reference for Supplier governance



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

This Attachment 9 has been completed by the Supplier, however the final decision as to the content of this Attachment shall be with the Buyer at its absolute discretion as the Controller.

1. The Buyer's Data Protection Officer is: [REDACTED]
2. The Supplier's Data Protection Officer is: [REDACTED]
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	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Services as defined in the Contract. Details of the Services can be found in the following Service Descriptions:</p> <ul style="list-style-type: none"> Platform Services <p>The Supplier is Controller and the Buyer is Processor</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"> Not Applicable <p>The Parties are Joint Controllers</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"> Not Applicable <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	For the duration of the Contract Period or until termination of the Services whichever occurs first.
Nature and purposes of the processing	<p>The processing activities with regard to Buyer Personal Data for the Services are:</p> <ul style="list-style-type: none"> Combines Copies Deletes Links Obscures Parses

Description	Details
	<ul style="list-style-type: none"> • Reads • Receives • Sends • Shares • Stores • Transforms • Transitions • Updates
Type of Personal Data	<p>The following list sets out what types of Buyer Personal Data generally can be processed within the Services:</p> <ul style="list-style-type: none"> • Capabilities and Qualifications of the Individual <ul style="list-style-type: none"> ◦ Profession and Employment Information • Characteristics of the Individual <ul style="list-style-type: none"> ◦ Criminal Records and Prosecutions ◦ Demographic ◦ Nationality and Citizenship ◦ Racial or Ethnic Origin • Habits and Activities of the Individual <ul style="list-style-type: none"> ◦ Consumed Resources • Identity of the Individual <ul style="list-style-type: none"> ◦ Government Identities ◦ Identification Number ◦ Individual ◦ Online Access and Authentication Credentials ◦ Online Connection and Network Connectivity Data ◦ Online Identifier ◦ Person Name ◦ Technology Identifiers ◦ Telephony • Location of the Individual <ul style="list-style-type: none"> ◦ Appointments, Schedules, Calendar Entries ◦ Environment of the Individual ◦ Physical Location of the Individual <p>The following list sets out what special categories of Buyer Personal Data generally can be processed within the Service.</p> <ul style="list-style-type: none"> • Personal Data revealing racial or ethnic origin • Personal Data revealing trade union membership • Personal Data relating to criminal convictions and offences <p>The lists set out above are information about the types of Buyer Personal Data and special categories of Buyer Personal Data which generally can be processed within the Service.</p> <p>The Supplier will process all types of Buyer Personal Data and special categories of Buyer Personal Data listed above in accordance with the Contract. If changes to the lists of types of Buyer Personal Data and special categories of Buyer Personal Data require changes of the agreed Processing, the Buyer shall provide additional instructions to the Supplier.</p>
Categories of Data Subject	<p>The list set out below is information about the Categories of Data Subjects whose Personal Data generally can be processed within the Services.</p> <p>If changes to the list of Categories of Data Subjects require changes to the agreed Processing, the Buyer shall provide additional instructions to the Supplier.</p> <ul style="list-style-type: none"> • Buyer's employees (including temporary or casual workers, volunteers, assignees, trainees, retirees, pre-hires and applicants) • Buyer's (potential) customers (if those (potential) customers are individuals) • Employees of Buyer's (potential) customers • Buyer's business partners (if those business partners are individuals) • Employees of Buyer's business partners



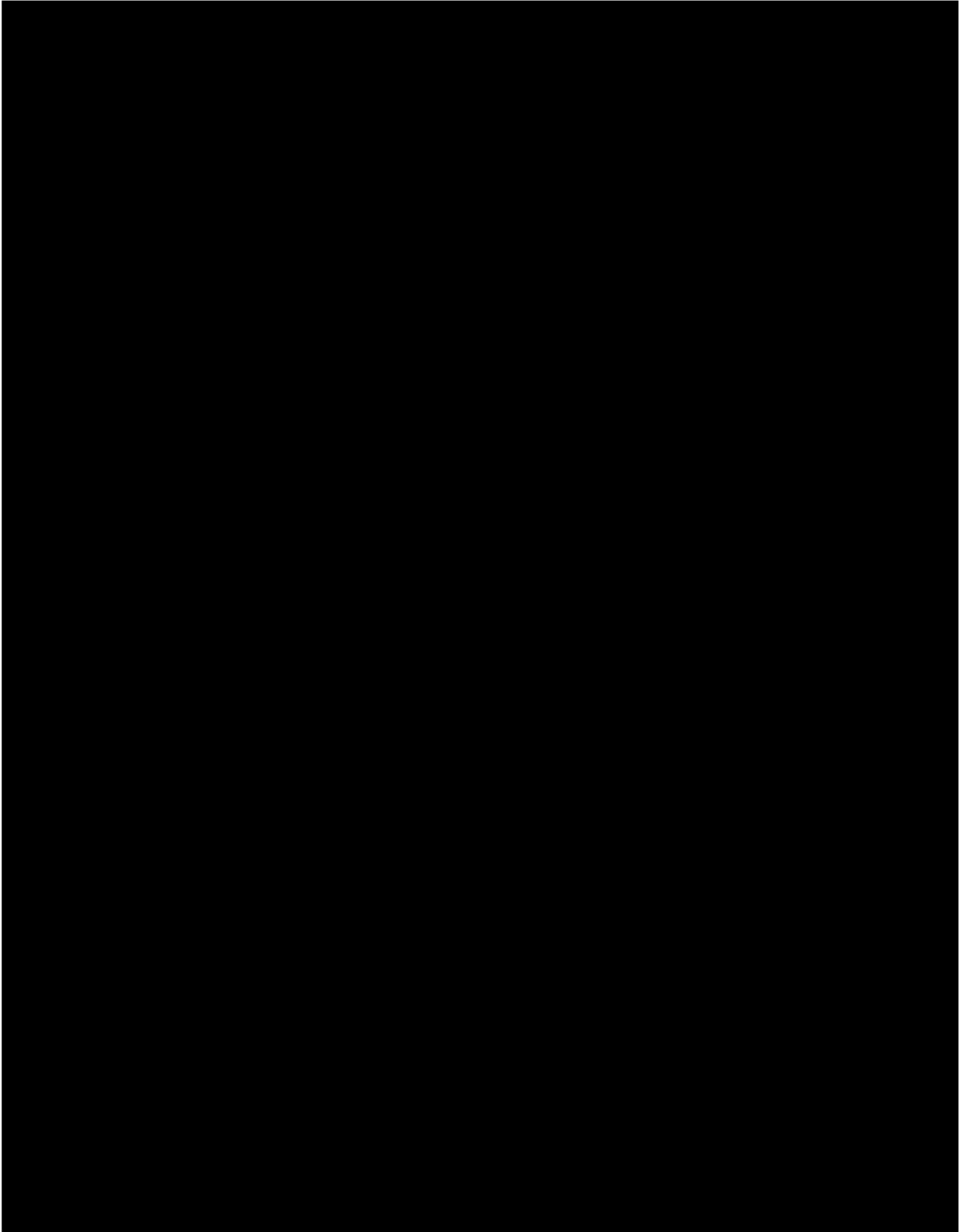
Description	Details
	<ul style="list-style-type: none"> • Buyer's suppliers and subcontractors (if those suppliers and subcontractors are individuals) • Employees of Buyer's suppliers and subcontractors • Buyer's agents, consultants and other professional experts (contractors)
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>The Supplier will delete Buyer Personal Data at the end of the Services or otherwise in accordance with the provisions of Clause 34. However, if instructed by the Buyer in writing and at the Buyer's option prior to the termination or expiration, the Supplier will return a copy of the Buyer Personal Data that is accessible to the Supplier within a reasonable period and in a reasonable format.</p>
Data Sub-processors	<p>The Supplier may use the following Sub-processor(s) in the Processing of Buyer Personal Data. Supplier will notify Buyer of any intended introduction of, or changes to, Sub-processors via the Change Control Procedure.</p> 
Protective measures	<p>The Technical Organisational Measures (TOMs), applicable to the Services can be found below. The Parties will agree to review and update this TOM at least every 6 (six) months.</p> <p>Technical and Organisational Measure (TOMs) - Platforms</p>  <p>This TOM as set out above are applicable to all Content, including Buyer Personal Data.</p>

Table 9.1 - Schedule of Processing, Personal Data and Data Subjects

Attachment 10 – Transparency Reports



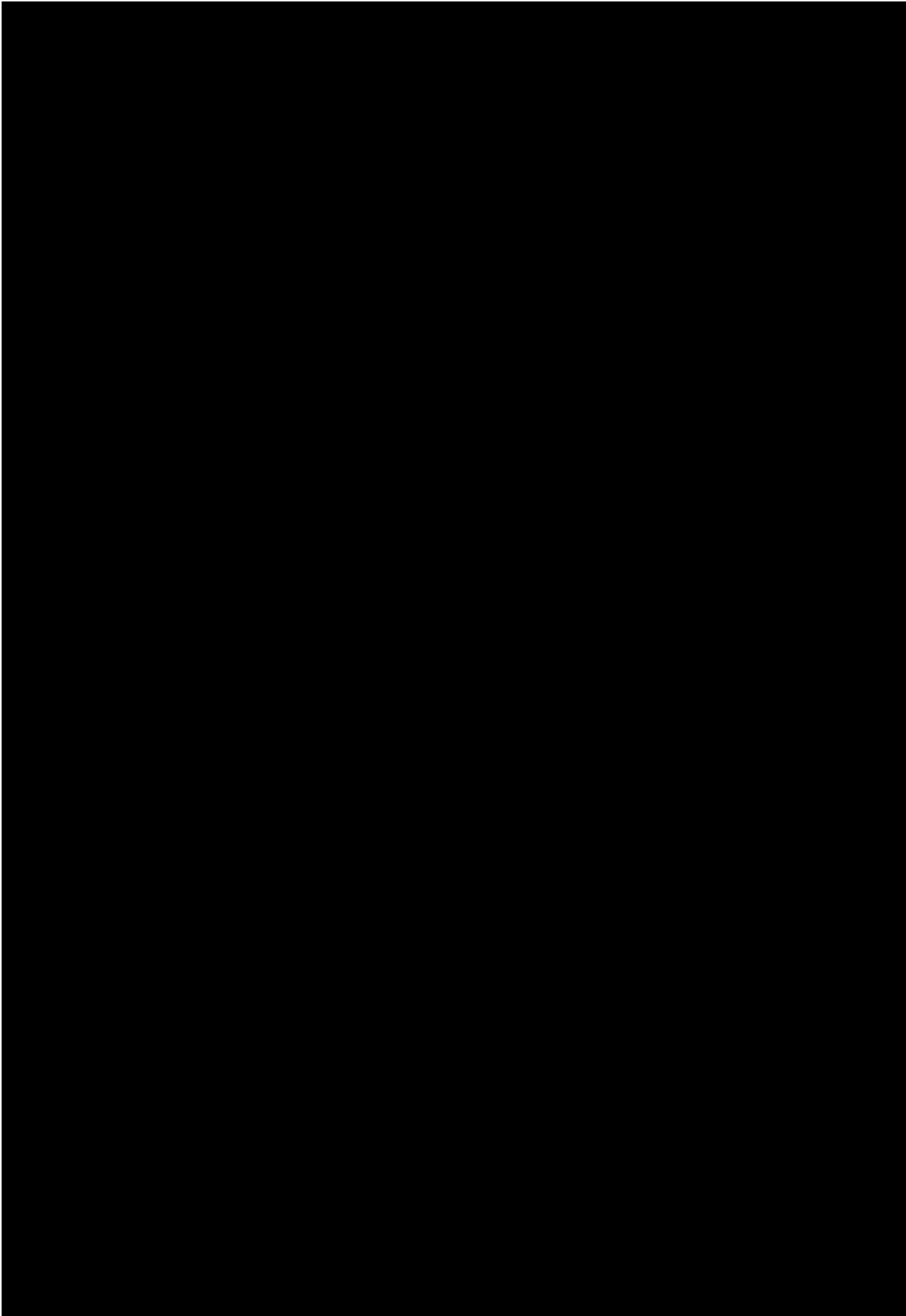




Table 10.1 – Transparency Reports

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

“RM6100 lots 2, 3 and 5 call off terms v3”:



“RM6100 lots 2, 3 and 5 additional and alternative terms and conditions v2.0”:



Appendix 1 – Additional Definitions

In this Order Form the following terms shall have the meanings described in Table A.1.

Term	Definition
Actual Performance	Shall have the meaning ascribed to it in Paragraph 2.3.2 of the Attachment 4 of the Order Form
Appliance	A combination of hardware and software designed for a particular function
Applicable Hours	The hours specified as such in Annex 2 to Attachment 4 of the Order Form, during which Applications within a Service Level Tier shall be available for use and during which Service Levels shall apply to the operation of the Application. Where no Applicable Hours are specified for an Application the Applicable Hours for that Application shall be 7.00 a.m. to 7.00 p.m. on Working Days
Application	A software application (including a website) that the Supplier manages and/or supports in accordance with the provisions of the Application Services and related provisions of this Agreement
Application Deployment List	The list of Applications found in List 2 of Appendix 4 to this Order Form
Application List	The list of Applications in Appendix 3 to this Order Form
Application Middleware Product Deployment Only List	The list of middleware products found in List 3 of Appendix 4 to this Order Form
Application Middleware Product Support List	The list of middleware products found in List 1 of Appendix 4 to this Order Form
At Risk Amount	Shall have the meaning ascribed to it in Paragraph 2.4 of Attachment 4 of the Order Form
Basic Monthly Credit	Shall have the meaning ascribed to it in Paragraph 2.3.3 of Attachment 4 of the Order Form
Business As Usual	Continued operation of the Services in line with the applicable Service Levels or for Services without defined Service Levels, to the standard otherwise required under the terms of this Agreement
Buyer and Supplier eNabling Agreement	Agreement signed between the Parties in 2004
CMM	The contract management model described in Attachment 2 of the Order Form (Charges and Invoicing)
Commercial Engagement and Delivery with Suppliers (CEDS) Process	The Buyer's standard set of templates, processes and procedures used for engaging with the Supplier and Other Suppliers to commission Projects
Controlled Document	Those documents listed in an Appendix to the Order Form that will be used to manage certain aspects of the Contract that do not require to be amended through the Change Control Process and do not require a Change Authorisation Note; instead the Parties shall each assign an owner whose responsibility it is to review and agree any amendments periodically with their counterpart
Day	A period of eight (8) working hours on a Working Day except for work delivered using the Offshore Rate Card where a Day is a period of nine (9) working hours on a Working Day
DefraNet	The Buyer's network (known at the Commencement Date as 'DefraNet') and any successor network replacing DefraNet in whole or in part
Effective Date	The date the Contract becomes binding through one Party signing and the other Party countersigning the agreement
Emergency	An event having a serious impact within the scope of the Buyer's business activities, public functions and/or responsibilities which requires or may require the Buyer to use and/or make available IT related resources beyond the scope of its 'business as usual' requirements, which is either: <ul style="list-style-type: none"> a) agreed to be such by the Parties from time to time (such agreement not to be unreasonably withheld); or b) identified as an Emergency in an Emergency Plan;
Financial Year	From (and including) 1 st April to (and including) 31 st March the following year
FTE	Full time equivalent

Minimum Service Level	The level of performance (below the contracted Specific Service Levels) specified as such in Annex 2 (Performance Measures) to Attachment 4 of the Order Form, below which the maximum Service Credits may become due and payable for each Specific Service Level
MyIT	The computerised service management system used to log and manage all incidents, service requests and other records types needed to manage information technology services, which is referred to as MyIT or ServiceNow
Project	Any programme of work agreed as a Work Order by the Parties through the CEDS Process
Project Change Note or PCN	The document used to make agreed changes to a Project, the template of which is maintained by the Buyer via the CEDS Process
Relevant Charges	<p>The elements of the Charges against which the Supplier shall be liable to pay Service Credits, comprising all of the relevant monthly Charges in relation to the:</p> <ul style="list-style-type: none"> (a) Application Services (b) Platform Services (c) Security (d) Technical Design Authority (e) Service Leadership (f) Business Operations (g) Miscellaneous <p>Where Services a and c-g are delivered under Order Form C5495 Application Maintenance and Support Services for the Defra Application Estate'.</p>
Rough Order of Magnitude (ROM)	A request by the Buyer for consideration of a high-level initial estimate for a Project, the template of which is maintained by the Buyer via the CEDS Process
Security Aspects Letter or SAL	The letter 'Security Aspects Letter IBM-Defra TS3 Bridge Contracts 20221221' issued by the Buyer to the Supplier on 21 st December 2022 detailing the security levels applicable to the Services, requirements for vetting of Supplier Personnel and security classifications for artefacts and systems that form the Services
Service Entity Code(s)	Codes listed in Attachment 1 of this Order Form which relate to Service Entity Descriptions
Service Entity Description(s) or SED(s)	Descriptions of the Services as laid out in the Attachment 1 of this Order Form
Service Group	A group of Services as set out in Attachment 1 of this Order Form
Service Hours	The hours during which the Supplier will deliver the Services as detailed in each Service Entity Description
Service Level Tier	The tier used to define the level of service for an Application as set out section in Annex 2 to Attachment 4 of the Order Form
Severity Level	Shall have the meaning ascribed to it in Paragraph 1.1 of Annex 2 of the Attachment 4 of the Order Form
Shortfall	Shall have the meaning ascribed to it in Paragraph 2.3.2 of the Attachment 4 of the Order Form
Specific Service Levels	The levels of performance which, if not achieved, permit the Buyer to accrue Service Credits, as specified as such in Annex 2 2 (Performance Measures) to Attachment 4 of the Order Form
Target Resolution Time	The time period within which the Supplier shall resolve a helpdesk transaction.
Target Service Level	The level of performance (below the contracted Specific Service Levels) specified as such in Annex 2 (Performance Measures) to Attachment 4 of the Order Form, below which Service Credits may become due and payable
Third Party Stranded Costs	Means the costs and charges payable by the Supplier to Sub-Contractors (excluding any entity forming part of the Supplier's company, any business unit of the Supplier, or any Sub-Contractor which is party to a Sub-Contract entered into for the purposes of labour) in the performance of this Contract and to the extent that the same remain to be recovered through the Charges on the termination of the relevant Service provided by the Sub-Contractor. Such costs and charges will be limited to direct costs only and for the avoidance of doubt will exclude the Supplier's internal costs of

	financing, working capital and overheads associated with these costs together with profit earned but not received accruing to these costs
User	The Buyer users who, in accordance with the provisions of this Contract, shall receive the Services
Weighting	Shall have the meaning ascribed to it in Paragraph 2.1 of Annex 2 of the Attachment 4 of the Order Form
Work Order	A statement of work provided specifically in response to a PIR and provided by the Buyer's PIR/WO template, which is maintained by the Buyer via the CEDS Process
Working Hours	9.00 a.m. to 5.30 p.m. during Working Days

Table A.1 – Additional Definitions

Appendix 2 – Additional Terms and Conditions

The following terms and conditions also apply to this Order Form:

1. Not Used
2. The Buyer and Supplier acknowledge and agree that this Order Form 'C5517 Platform Services for the Defra Application Estate' has been executed by the Parties on the express basis that Order Form 'C5495 Application Maintenance and Support Services for the Defra Application Estate' is executed contemporaneously and remains in full force and effect and for the scope of supply as at the Commencement Date during the Contract Period of this Order Form. In the event that 'C5495 Application Maintenance and Support Services for the Defra Application Estate' is i) the subject of Change, or ii) terminated (in whole or in part and for any reason), or iii) the subject of any event or happening which may or will have an impact upon this Order Form, the Supplier will impact assess the effect on this Order Form. Accordingly the Parties will negotiate and execute a Change to this Order to reflect the corresponding impact on the Supplier including the scope of supply, delivery timescales and Charges.
3. The Contract Period and optional Extension Period shall be reviewed and agreed between the Parties within month twelve (12) of the Initial Term.
4. The Buyer is responsible for the back-ups and management of Buyer Data through its agreements with Other Suppliers that provide hosting services to the Buyer; the Supplier has no control over back-up procedures, tape handling or other aspects of Buyer Data management and storage. Therefore, for the purposes of the Contract between the Buyer and Supplier, Clause 26.8 of the Call Off Terms is replaced in its entirety with: "The Buyer shall perform secure back-ups of all Buyer Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the BCDR Plan or otherwise."
5. The Buyer is not responsible for the provision of any Goods or Supplier Equipment under the Contract, hence Clauses 14.4 to 14.6 of the Call Off Terms regarding maintenance, the "Maintenance Schedule" and "Permitted Maintenance" are not applicable for the purposes of this Contract.
6. The Buyer has requested that Additional Schedule S6 (Business Continuity and Disaster Recovery) is included in the Order Form. The Parties acknowledge and agree that the terms of Schedule S6, including the provision of a "BCDR Plan", "Business Continuity Plan" and/or "Disaster Recovery Plan" are all subject to agreement through a chargeable Work Order or Change Authorisation Note to amend the Services. This is in line with the provisions of the equivalent Disaster Recovery Schedule in the Buyer and Supplier eNabling Agreement.
7. The Buyer has requested that Additional Schedule S2 (Testing Procedures) is included in the Order Form. The Parties acknowledge and agree that the terms of Schedule S2 are only applicable to Projects and hence are subject to agreement through a chargeable Work Order, with each Work Order detailing which, if any, of the Testing Procedures are applicable for that Project.
8. Nothing herein shall prevent the Supplier from using for any purpose that experience which is gained by the Supplier Personnel (including Sub-Contractor personnel) in providing the Services or prevent the Supplier from providing similar services and deliverables to others using the same or different Supplier Personnel. The Supplier is not providing or licensing any Supplier or Third Party COTS Software, or any Supplier Background IPR under this Contract.
9. The Supplier may provide, or the Buyer may require certain Open Source software for some of the Services provided under this Contract. Open Source software that the Supplier may install, update, access or otherwise use for the Buyer under this Contract is distributed and licensed to the Buyer by the non-Supplier OSS distributors and/or respective copyright or other right holders under their terms and conditions. The Buyer is the licensee of any Open Source software. The Supplier is not a licensee or licensor of such Open- Source software, and performs the work described in this Contract on the Buyer's behalf. Any Open Source software selected for the Services and Projects under this Contract will be listed in software requirements

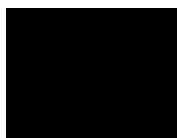
documentation. Open Source software may have additional obligations, which the Supplier will communicate to the Buyer if it applies to the Services under this Contract.

10. For the purposes of Clause 38.3, the Supplier confirms that its commercial arrangements with its Affiliate Nordcloud (a Key Sub-Contractor and also an IBM company) are through an internal 'document of understanding' (DOU) between IBM United Kingdom Ltd and Nordcloud Oy with the services being provided at cost to the Supplier. The Supplier further confirms that this DOU requires Nordcloud to provide its services in accordance with the requirements of the Contract. As such, Clauses 38.3.2, 38.3.3 and 38.3.4 shall not apply to the Nordcloud Key Sub-Contract.
11. Where and to the extent the Buyer exercises its rights to perform any audit of the Supplier or its Key Sub-Contractor, the Buyer shall not use any auditor that is a competitor to the Supplier and its Key Sub-Contractor to perform the audit services.
12. Within 30 Working Days of the Commencement Date, the Supplier shall present to the Buyer the key metrics used in establishing the Charges for the Platform solution with a view to optimising transparency and the Buyers understanding. Six months after the Commencement Date (and again at 12 months), the Supplier shall identify opportunities to improve the Suppliers Platform solution and/or reduce the Suppliers costs of Platform solution delivery through efficiencies and present same to the Buyer. The Buyer and Supplier acting reasonably and in good faith shall seek to agree the implementation of any such opportunities (including any Change to the Charges) that are acceptable to the Buyer via Change, such Change applying prospectively.
13. For the purposes of the Platform Services (set out in SEDs PL-MPS, PL-MPS-IaaS, PL-MPS-IaaSN, PL-MPS-DBaaS, PL-MPS-DBaaSN, PL-MPS-PaaS, PL-MPS-PaaSN, PL-MPS-DBP, PL-MPS-DBN and PL-MPS-DPC), the Service Levels and Service Credits detailed within Attachment 4 of this Order Form are to be reviewed. The Parties will review and agree a finalised performance management regime for the Platform Services within forty (40) Working Days from the Commencement Date as per the Outline Implementation Plan in Attachment 3 of this Order Form.

Appendix 3 – Application List

The Application List within Appendix 3 defines each of the Application that is managed under the Application Maintenance and Support Contract (C5251), which are linked to the Platform Services.

Application List (Application Inventory Controlled Document v149a)



Appendix 4 – Application Middleware List

Support for middleware products

The Supplier shall provide support for middleware products as listed in the Application Middleware List in Appendix 4, full details can be found in section 2.6 of the SED.



Appendix 5 – Controlled Documents

Not Applicable