



**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 15 June 2021 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

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

- a) the Framework, except Framework Schedule 18 (Tender);
- b) the Order Form;
- c) the Call Off Terms; and
- d) Framework Schedule 18 (Tender).



## Section A

### General information

Contract Details	
<b>Contract Reference:</b>	C5464
<b>Contract Title:</b>	Hosting Service
<b>Contract Description:</b>	To provide a hosting service for Data Centre Services on premise from the Suppliers Data-Centres, proximity Support on premise from the Suppliers Data-Centres, Operations Support and Cloud platform support for the Buyer's systems moved into the Buyer-leased Cloud environments.
<b>Contract Anticipated Potential Value:</b> this should set out the total potential value of the Contract	£15,000,000
<b>Estimated Year 1 Charges:</b>	
<b>Commencement Date:</b> this should be the date of the last signature on Section E of this Order Form	1st February 2023

Buyer details
<b>Buyer organisation name</b> Environment Agency
<b>Billing address</b> Horizon House Deanery Road, Bristol BS1 5AH
<b>Buyer representative name</b> 
<b>Buyer representative contact details</b> Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 50.6 of the Contract. 
<b>Buyer Project Reference</b> Please provide the customer project reference number. C5204



#### Supplier details

**Supplier name**

Capgemini UK Plc

**Supplier address**

1 Forge End Woking, Surrey, GU21 6DB.

**Supplier representative name**

[REDACTED]

**Supplier representative contact details**

[REDACTED]

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

RM6100 – Capgemini – Lot 3 – Hosting – 004

#### 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**

Not Applicable

**Guarantor Company Number**

Not Applicable

**Guarantor 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 checked="" type="checkbox"/> |
| c: Technical Management                  | <input type="checkbox"/>            |
| d: Application and Data Management       | <input type="checkbox"/>            |
| 5. SERVICE INTEGRATION AND MANAGEMENT    | <input type="checkbox"/>            |

### Part B – The Services Requirement

#### Commencement Date

See above in Section A

#### Contract Period

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

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

**Initial Term** Months

12 Months

**Extension Period (Optional)** Months

12 months

**Minimum Notice Period for exercise of Termination Without Cause** 30 Days

(Calendar days)

#### 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:**

Nobel House  
17 Smith Square  
London  
SW1P 3JR

**Supplier Premises:**

All Capgemini UK plc premises.

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

**Third Party Premises:**

*Not Applicable*

**Buyer Assets**

*Not Applicable*

**Additional Standards**

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

*Not Applicable*

**Buyer Security Policy**

The Parties shall review and agree the Security Policy within 90 days of the Commencement Date. The Buyer Security Policy shall then form part of the Call Off Contract.

**Buyer ICT Policy**

The Parties shall review and agree the ICT Policy within 90 days of the Commencement Date. The Buyer ICT Policy shall then form part of the Call Off Contract.

**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 (£) [REDACTED] combined with Professional Indemnity liability per event in the annual policy aggregate

Professional Indemnity Insurance (£) [REDACTED] combined with Public liability per event in the annual policy aggregate.

Employer's Liability Insurance (£) [REDACTED] per event

**Buyer Responsibilities**

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



#	Dependency	Required By
1	The Buyer will hold permission for title for all assets etc.	Prior to contract signature
2	The Buyer will provide its policies and procedures	Prior to contract signature
3	The Buyer will provide its Collaboration Agreement	Prior to contract signature
4	The Buyer shall confirm how a Projects Service requirement should be delivered across Supplier's Services	Throughout the term
5	The Buyer shall confirm how Data Centre Exit projects should be delivered across Supplier's Services	Prior to contract signature
6	The Buyer shall confirm how current gold, silver and bronze service levels will be mapped to SMOM Tier levels	Prior to pricing submission
7	The Buyer will secure the collaboration of other Buyer suppliers and 3 <sup>rd</sup> parties to enable the provision of the Services	Prior to contract signature
8	The Buyer will avoid making any change to MyIT or other IT components that adversely affects the Supplier's monitoring and automation solutions	Throughout the Term
9	The Buyer will agree there are no Availability Service Levels for Tier 3 and Tier 4 applications	Prior to contract signature
10	The Buyer shall provide the Supplier with a Security Aspects Letter as defined in HMG Security Standards	Prior to contract signature



11	The Buyer shall identify applications, systems, networks and Buyer locations that store, process or transmit Protectively Marked Information and the maximum protective marking for each of these	Throughout the Term
12	The Buyer shall provide the Supplier with formal notification of the classification of Buyer Data and written information	Throughout the Term
13	The Buyer will identify to the Supplier responsible Buyer individuals as data owners for Buyer Data	Throughout the Term
14	The Buyer will update and maintain the Buyer's RMADS portfolio for applicable Buyer systems and services	Throughout the Term
15	The Buyer will update and maintain the Buyer's security assurance documentation sets (DGAPs) for applicable Buyer systems and services	Throughout the Term

### 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 type="checkbox"/>
Part B – Long Form Change Control Schedule	<input checked="" type="checkbox"/>

The Part selected above shall apply this Contract.

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

#### Part B – Additional Clauses

*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 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

*Guidance Note: Tick any applicable boxes below*





The following Alternative Clauses will apply:

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

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

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

### Additional Schedule S3 (Security Requirements)

The Supplier will create a Security Plan within the first 30 days upon contract signature. This will be aligned to the Buyer Security Policies and will be reviewed and agreed by both parties.

### Additional Schedule S4 (Staff Transfer)

Not Applicable

### 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.

An executed Collaboration Agreement shall be delivered from the Supplier to the Buyer within the stated 30 Working Days from the Commencement Date.

## Section D Supplier Response



Defra Hosting  
Response FINAL.docx

### Commercially Sensitive information

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



1. [REDACTED] ve

## 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

For and on behalf of the Buyer  
Buyer\_Signature



## Attachment 1 – Services Specification



SOR Hosting SOR  
Final.docx

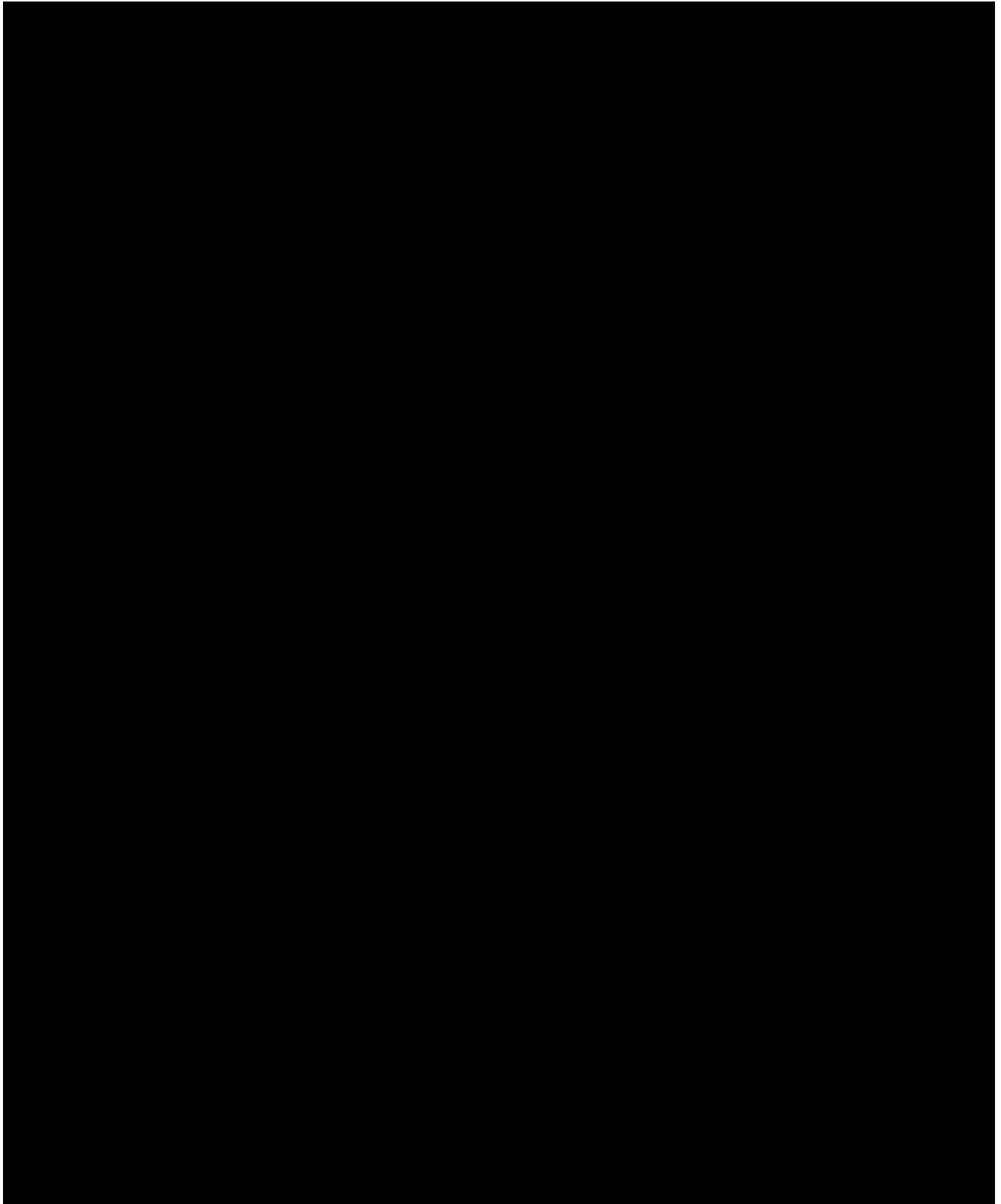


ANNEX 1 - Catalogue  
offer Hosting Services



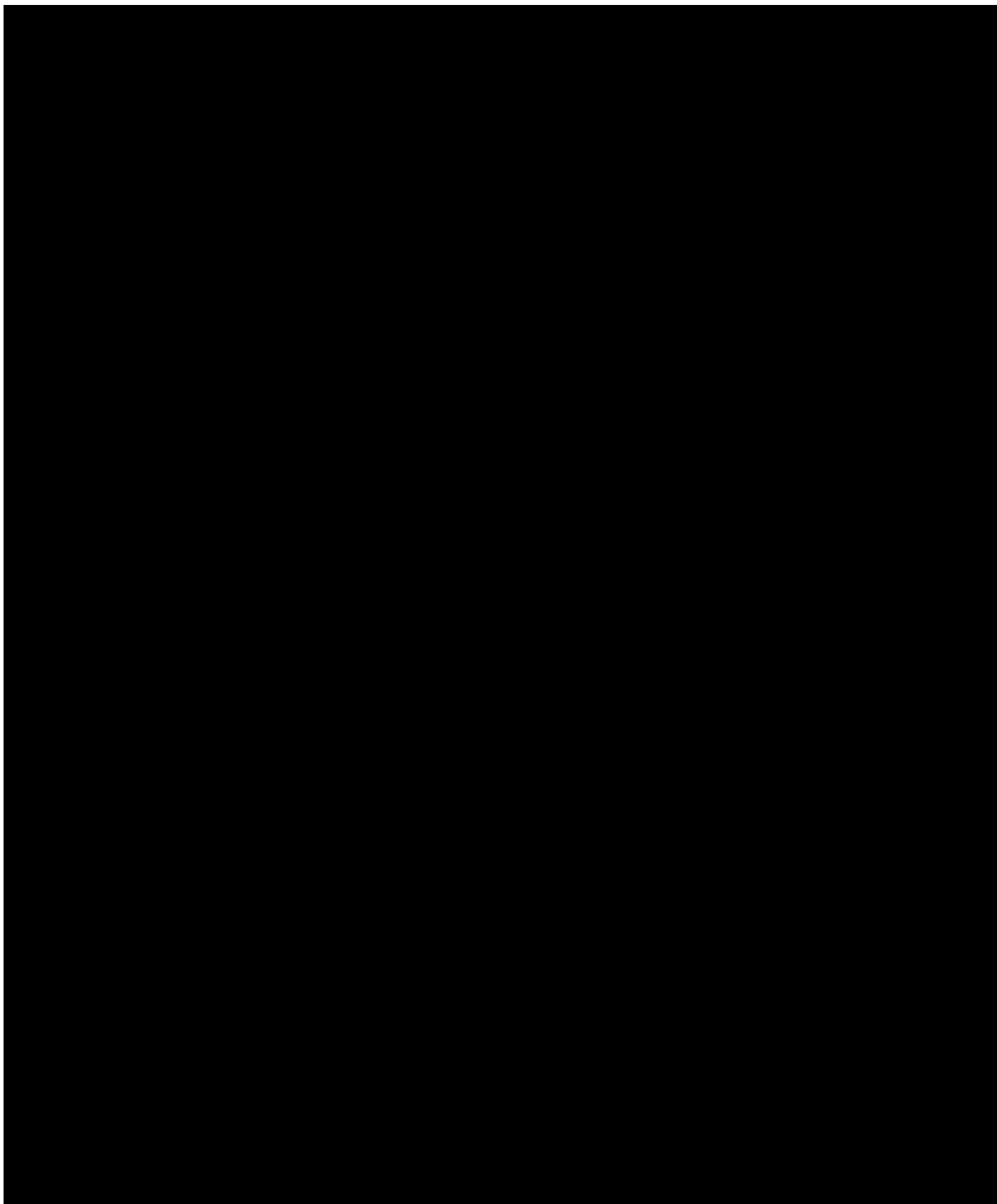


## Attachment 2 – Charges and Invoicing



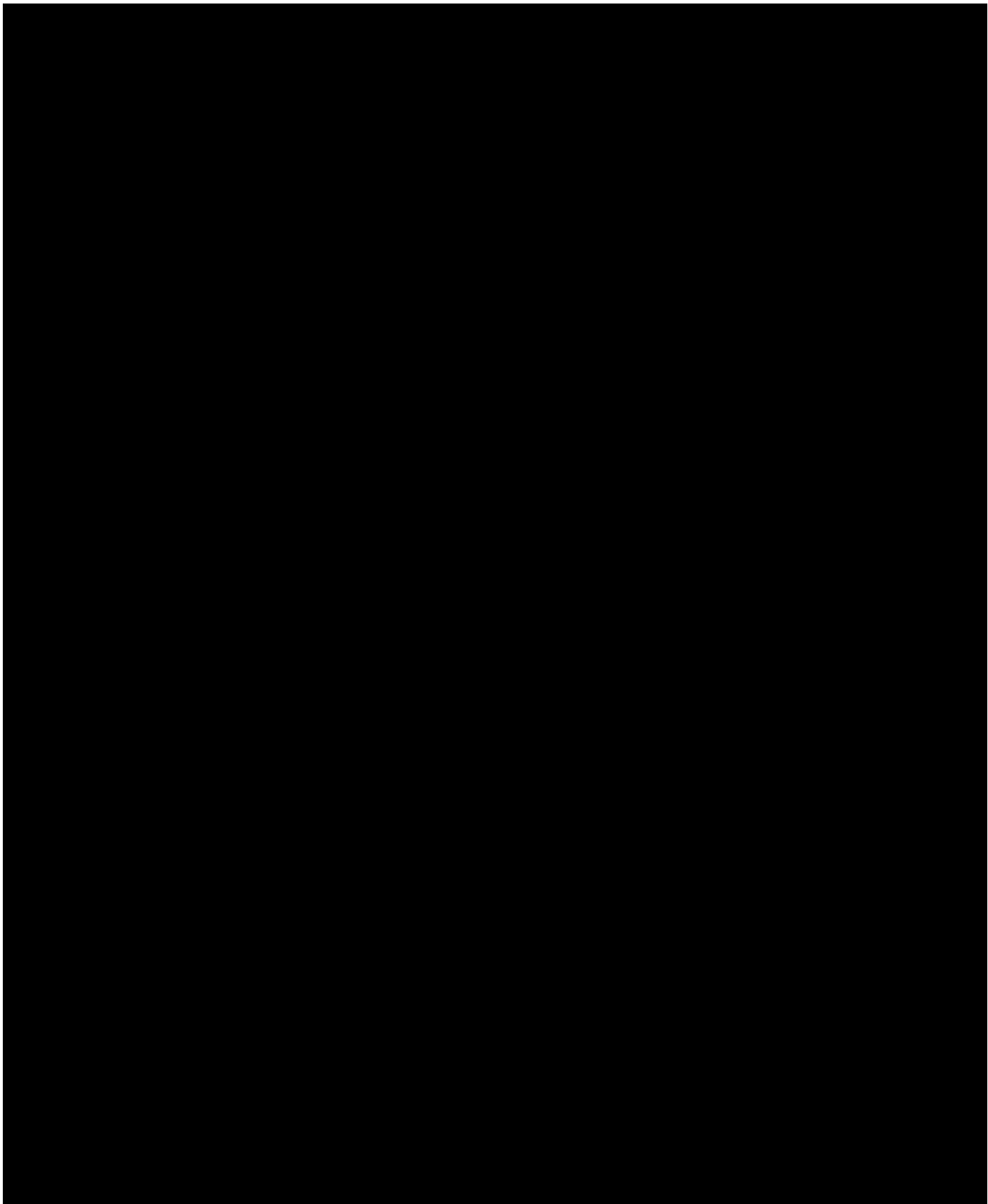


Crown  
Commercial  
Service

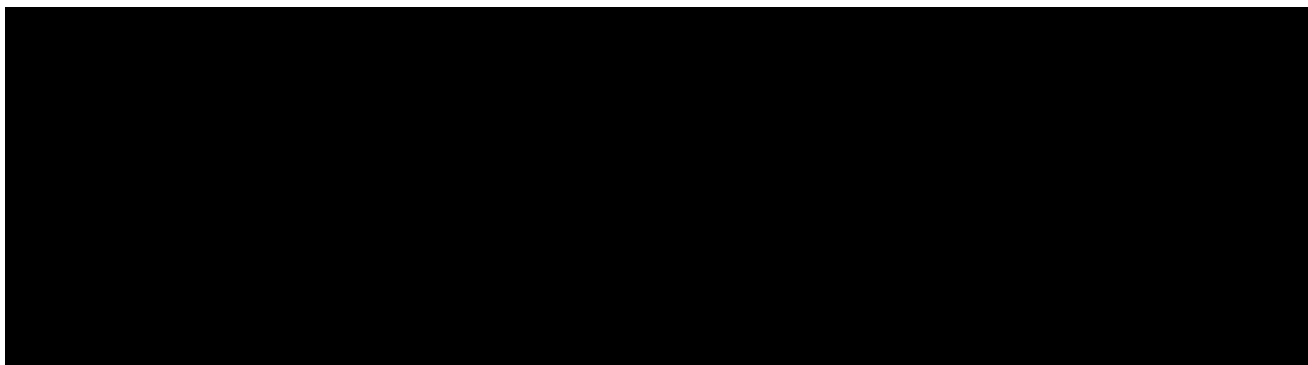




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Service

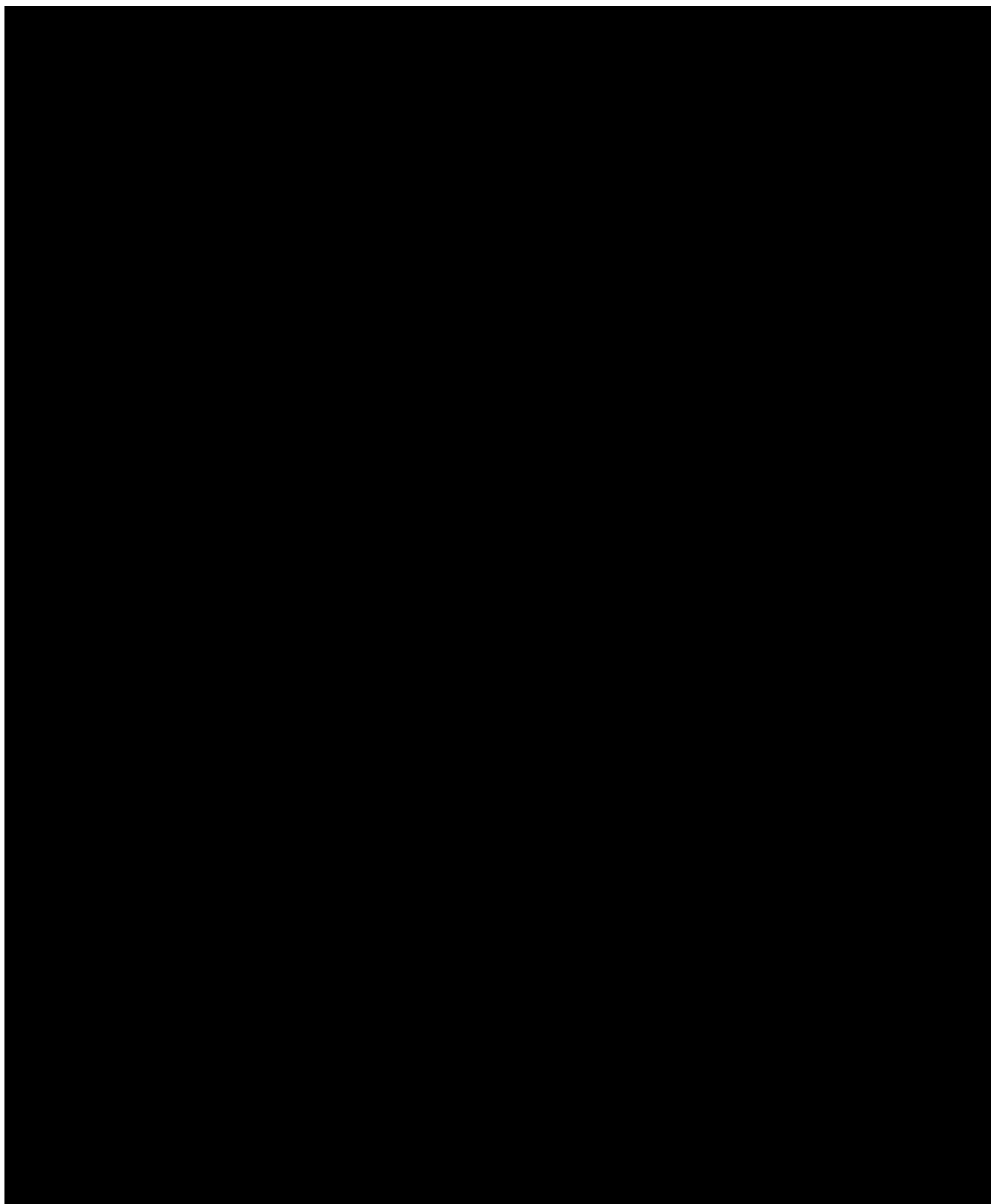






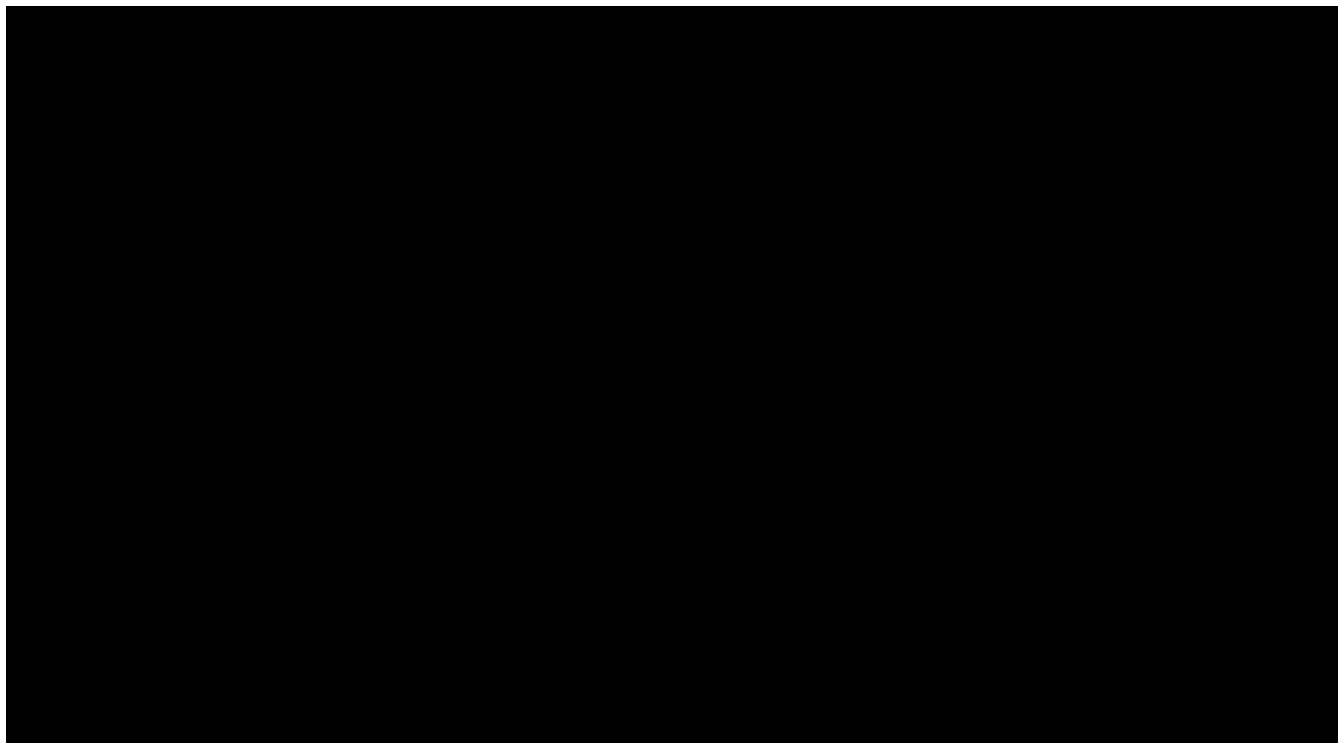


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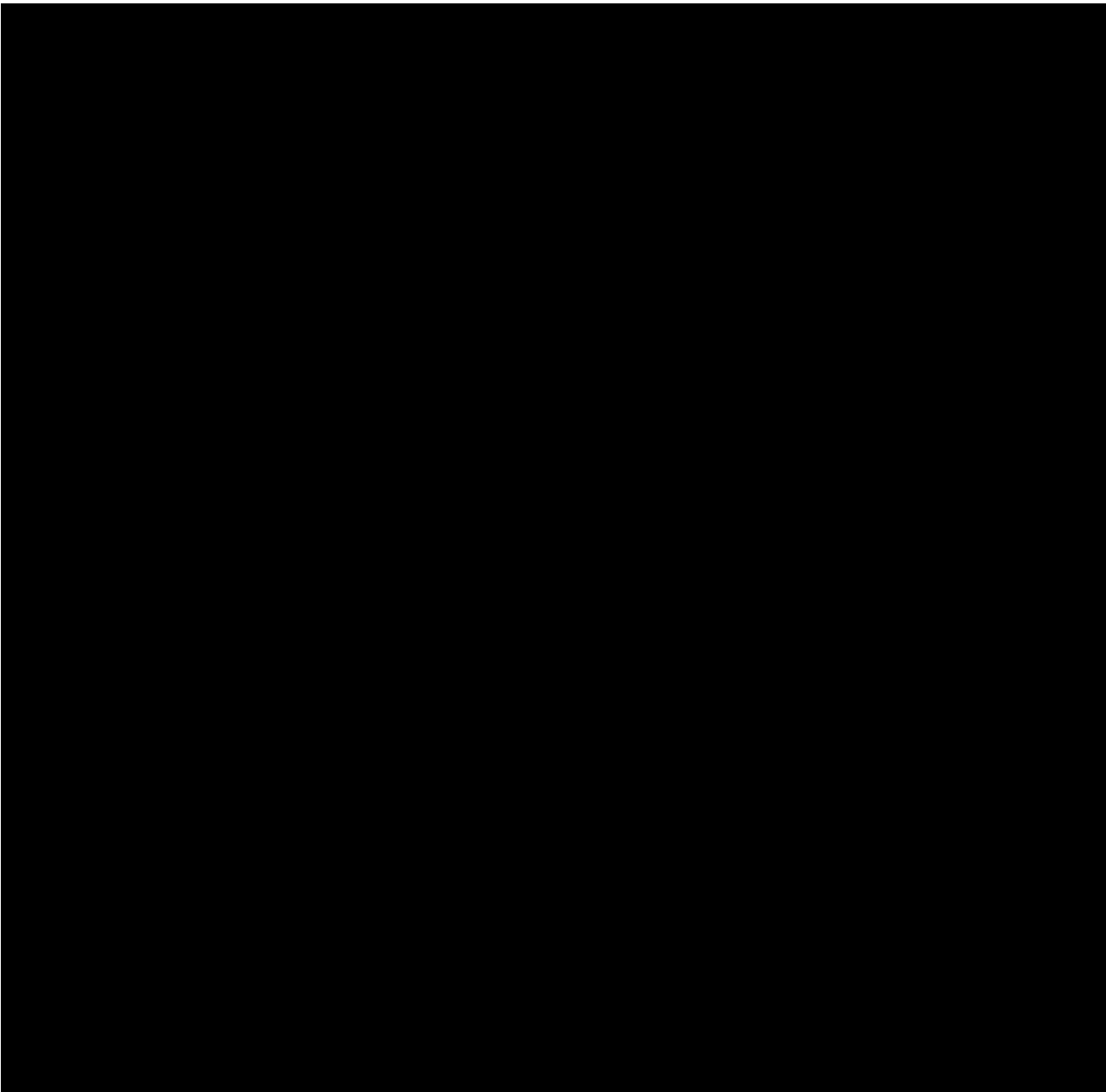
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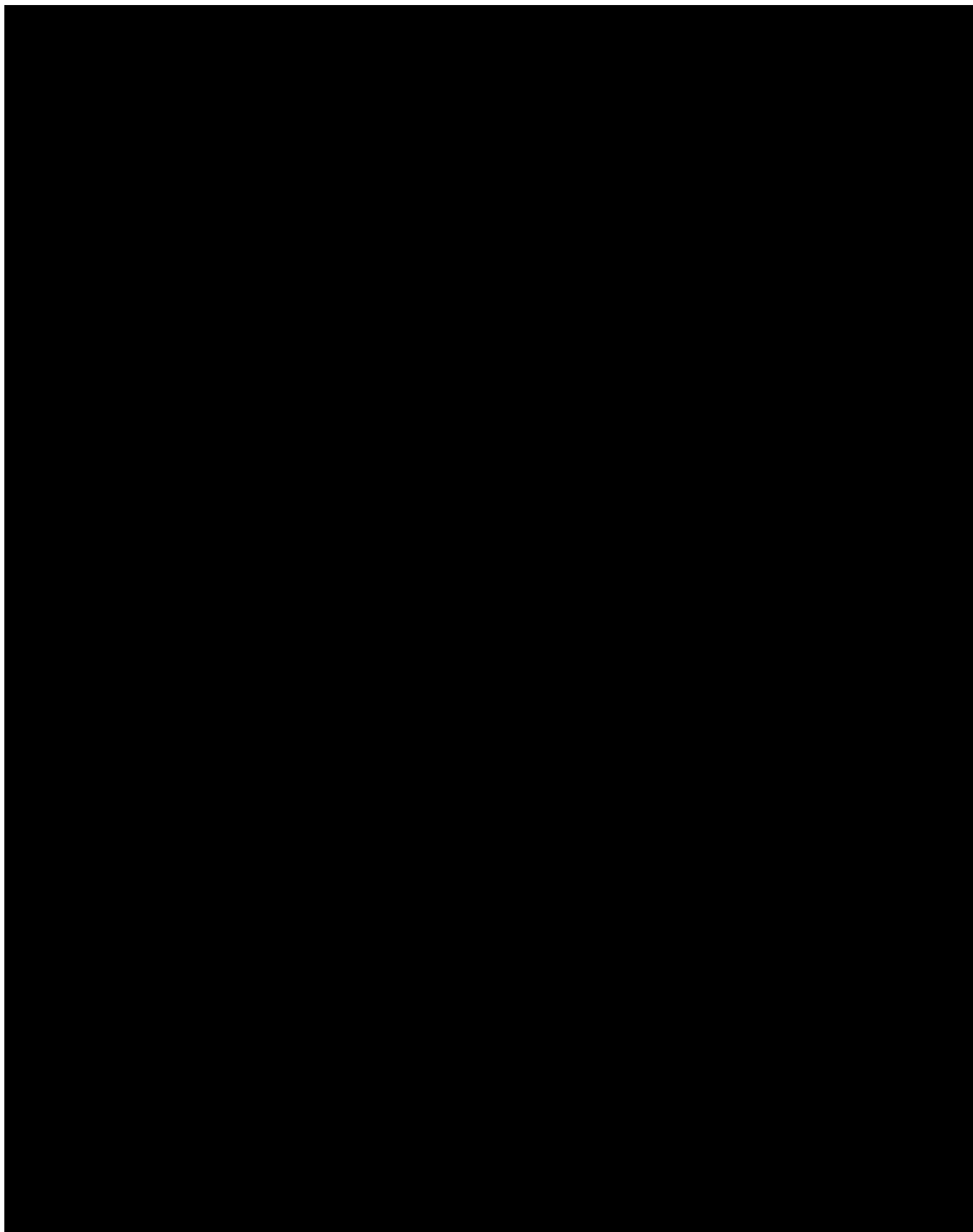






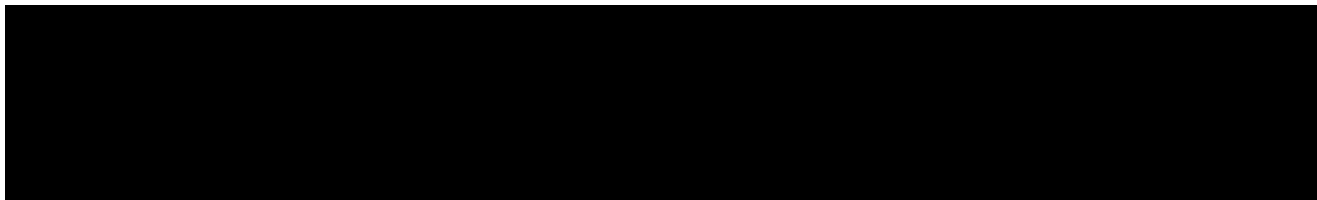
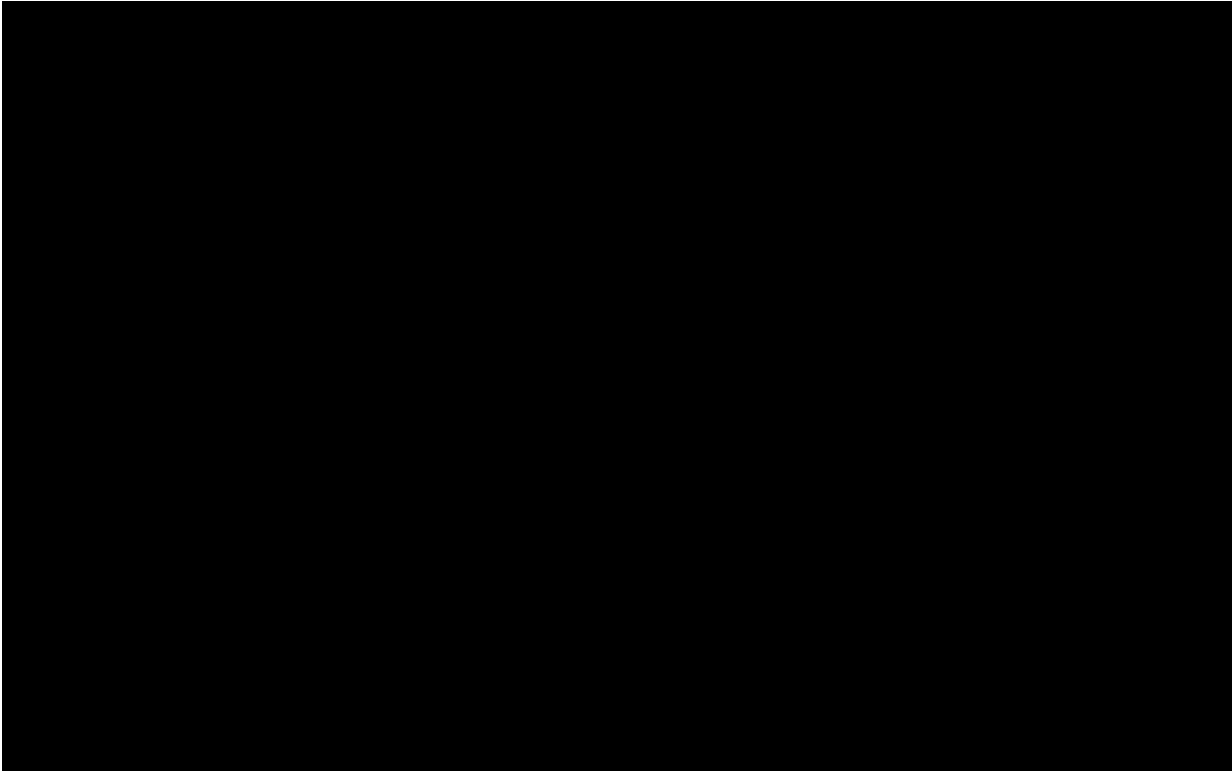
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Service







## Part D – Risk Register



## Attachment 3 – Outline Implementation Plan

The Hosting Service will replace the existing Hosting Service as a bridging contract towards a future Defra strategic service. The implementation approach is designed to minimise disruption to current service and align with the new SMON processes.



Task Name	Duration	Start	Finish
<b>Pre-Implementation</b>			
Finalise SMOM SLA tiering against existing MSA tiering. Agree final version of Transformed SLA document being developed by Defra (Dean Thomas)	0 days	Thurs 01/09/22	Tues 31/01/23
Request Defra to implement Service Level changes in MYIT to reflect transformed SLA document currently being developed by Defra (Dean Thomas) effective 1st Feb 2023	0 days	Thurs 01/09/22	Tues 31/01/23
Identify and sign-off applications from LAP once warranty criteria has been met	0 days	Thurs 01/09/22	Tues 31/01/23
Review and update Service Supplier Risk Register as at 31st Jan with Defra	0 days	Thurs 01/09/22	Tues 31/01/23
<b>Contract and Commercial</b>	<b>0 days</b>	<b>Wed 01/02/23</b>	<b>Wed 01/02/23</b>
Commercial Agreement in Place	0 days	Wed 01/02/23	Wed 01/02/23
Contract Start Date	0 days	Wed 01/02/23	Wed 01/02/23
<b>Supplier Mobilisation</b>	<b>110 days</b>	<b>Wed 01/02/23</b>	<b>Tue 09/05/23</b>
Prepare Draft Implementation Plan	10 days	Mon 21/11/22	Fri 02/12/22
Compile a list of in-support applications including those still in warranty support	5 days	Wed 01/02/23	Tue 07/02/23
Preparation/Update of Service Quality Plan	30 days	Mon 23/01/23	Fri 03/03/23
Preparation/Update of Service Security Plan	30 days	Mon 23/01/23	Fri 03/03/23
Review and amendment of Service Reporting Requirements	10 days	Wed 01/02/23	Fri 24/02/23
Review and confirm legacy licensing and support agreements is managed (Via Renewals Board)	3 days	Wed 01/02/23	Fri 13/02/23
Review Client Policies / Processes and Align where needed	90 days	Mon 09/01/23	Fri 12/05/23
Agree Sustainability Reporting	90 days	Mon 09/01/23	Fri 12/05/23
Contract Exit Plan	90 days	Mon 09/01/23	Fri 12/05/23
Implementation Plan Review & Sign-off	5 days	Wed 29/03/23	Tue 04/04/23
Implementation Complete	0 days	Fri 12/05/23	Fri 12/05/23



## Attachment 4 – Service Levels and Service Credits

### Service Levels and Service Credits

#### Incident Priorities

Incident Management priorities as defined in the SMOM are:

**Priority 1** – Critical Failure or Unavailability of a Service Element or enabling systems that are relied upon to deliver the Service Elements that in the opinion of the Buyer:

- constitutes a loss of the Service which prevents a group of End Users from working
- has a critical impact on the activities of the Buyer
- causes significant financial loss and/or disruption to the Buyer
- results in any material loss or corruption of Buyer Data
- constitutes a Security breach which has the potential to cause the degradation of Services for all Users
- is a critical breach of network security; or causes or is likely to cause significant reputational impact to the Buyer and/or severely damages or is likely to damage public confidence in the Government

**Priority 2** - Failure or partial/full Unavailability (or significant risk of such Unavailability) of a Service Element or enabling systems that are relied upon to deliver the Service Elements that in the opinion of the Authority:

- is a loss of functionality or a reduction in performance of a Service Element which does not render the Service Element Unavailable, but which reduces the productivity of a business group of End Users
- has a major (but not critical) adverse impact on the activities of the Buyer and no workaround acceptable to the Buyer is available
- causes a financial loss and/or disruption to the Buyer which is more than trivial but less severe than the significant financial loss described in the definition of a Severity 1 Service Failure
- is a Security breach which is serious but not critical and which has the potential to impact a business group of Users, disrupt non-essential services, breach network security policy, or adversely affect the reputation of Government bodies and services.

**Priority 3** - Failure of a Service Element that in the opinion of the Buyer:



- moderately impacts a single End User through Unavailability, loss of functionality or a reduction in performance of a Service Element or the Failure of a Client Device
- is a Security breach which is not critical or serious and which can be handled by local IT and security offices. These Incidents do not typically impact IT services such as unsuccessful denial-of-service attacks or the majority of network monitoring alerts.

**Priority 4 - Failure of a Service Element that in the opinion of the Buyer is:**

- a single End User reported incident that has only a cosmetic impact and as such, does not undermine the End User's productivity, or confidence in the accessed information or data
- a Security breach which is not critical or serious and which is in general considered to be part of normal IT support operations. These Incidents would include receipt of an isolated spam or anti-virus alert
- minor computer hardware failure, loss of network connectivity to a peripheral device or loss of access to an external, non-essential service.

**Problem Priorities**

Problem priorities as defined in the SMOM are:

**Priority 1 - A Problem for which:**

- An unsustainable workaround has been identified, and
- The re-occurrence of the Incident would have a major impact on the Buyer's ability to deliver its business functions and presents a high risk to Availability of Service.

**Priority 2 - A Problem for which:**

- There is a medium-level of risk to Availability of Service or medium-level impact on the Authority, and
- A sustainable workaround has been identified without the root cause being identified.

**Priority 3 - A Problem for which:**

- There is a low-level risk to Availability of Service or low-level impact on the Buyer, and
- A sustainable workaround has been identified without the root cause being identified.





**Priority 4** - A Problem for which:

- There is no risk to availability of service and low level impact on the Buyer, and
- A sustainable workaround has been identified without the root cause being identified.

Key Performance Indicators for incidents and security incidents below. Terms defined in Appendix 2.

Service Tier	Incident Priority	Target Performance Level	Service Threshold	Service Hours	Measurement Period
1	1	≤1 hr	≥6 hrs	24 hours daily on every day of the year – 24x7x365(6)	Monthly
	2	≤4 hrs	≥24 hrs	24 hours daily on every day of the year – 24x7x365(6)	Monthly
	3	95% ≤8 hrs	98% ≥48 hrs	Mon-Fri 08:00 to 18:00 excl UK public holidays	Monthly
	4	95% ≤36 hrs	98% ≥216 hrs	Mon-Fri 08:00 to 18:00 excl UK public holidays	Monthly
2	1	≤2 hrs	≥12 hrs	Mon-Fri 07:00 to 19:00 excl UK public holidays	Monthly
	2	≤4 hrs	≥32 hrs	Mon-Fri 07:00 to 19:00 excl UK public holidays	Monthly
	3	95% ≤12 hrs	98% ≥72 hrs	Mon-Fri 07:00 to 19:00 excl UK public holidays	Monthly
	4	95% ≤36 hrs	98% ≥216 hrs	Mon-Fri 07:00 to 19:00 excl UK public holidays	Monthly
3	1	≤4 hrs	≥48 hrs	Mon-Fri 08:00 to 18:00 excl UK public holidays	Monthly
	2	≤8 hrs	≥96 hrs	Mon-Fri 08:00 to 18:00 excl UK public holidays	Monthly



	3	95% ≤24 hrs	98% ≥144 hrs	Mon-Fri 08:00 to 18:00 excl UK public holidays	Monthly
	4	95% ≤36 hrs	98% ≥216 hrs	Mon-Fri 08:00 to 18:00 excl UK public holidays	Monthly
4	1	≤8 hrs	≥72 hrs	Mon-Fri 08:00 to 18:00 excl UK public holidays	Monthly
	2	≤12 hrs	≥96 hrs	Mon-Fri 08:00 to 18:00 excl UK public holidays	Monthly
	3	95% ≤36 hrs	98% ≥180 hrs	Mon-Fri 08:00 to 18:00 excl UK public holidays	Monthly
	4	95% ≤48 hrs	98% ≥240 hrs	Mon-Fri 08:00 to 18:00 excl UK public holidays	Monthly

Performance measurements for incident and security incident failures below. There are no performance measurements for P3 and P4 incidents/security incidents.

Relevant or applicable Services	Event	Supplier remedial action	Target Performance Level for remedial action
P1 Incidents:  For any same Service Element failing the Performance	<u>Serious KPI Failure</u>  Any 2 failures to achieve individual P1 Service KPIs for a specific Service Element or component thereof in any Measurement Period	Action Plan Req'd	Produced within five (5) Working Days following the relevant failure, or the end of the period required to quantify performance against the relevant Performance Indicator
	<u>Material KPI Failure</u>  Any 2 individual failures to achieve a P1 Service Threshold for a specific Service Element or component thereof in any Measurement Period	Improve ment Plan Req'd	Produced within five (5) Working Days following the relevant failure



<b>P2 Incidents</b>  For any same Service Element failing the Performance Indicators	<u>Serious KPI Failure</u>  Any 5 failures to achieve individual P2 Service KPIs for a specific Service Element or component thereof in any Measurement Period	Action Plan Req'd	Produced within five (5) Working Days following the relevant failure, or the end of the period required to quantify performance against the relevant Performance Indicator
	<u>Material KPI Failure</u>  Any 5 individual failures to achieve a P2 Service Threshold failure for a specific Service Element or component thereof in any Measurement Period	Improvement Plan Req'd	Produced within five (5) Working Days following the relevant failure

Service Performance Indicators for Problem, Knowledge, Asset and Configuration, Change and Service Catalogue Management below. No performance measurements have been included. The Supplier welcomes the opportunity to discuss with Defra the measurement and alignment of additional Service Levels to this Service in the 90-day period following the Commencement Date of the Call-Off Contract and that such Service Levels, if agreed, will be introduced through the Change Control Procedure.

Performance Indicator	Problem Priority	Target Performance Level	Service Threshold	Service Hours	Measurement Period
P1: Provision of a report detailing the root cause of the Problem	1	≤5 days	≤10 days	Business Hours	Monthly
P2: Provision of a report detailing the root cause of the Problem	2	≤10 days	≤15 days	Business Hours	Monthly
P3: Provision of a report detailing the root cause of the Problem	3	≤15 days	≤20 days	Business Hours	Monthly





P1: Remediation actions completed within agreed timescales	1	≥95%	≤90%	Business Hours	Monthly
P2: Remediation actions completed within agreed timescales	2	≥95%	≤85%	Business Hours	Monthly
P3: Remediation actions completed within agreed timescales	3	≥90%	≤80%	Business Hours	Monthly

Performance Indicator	Target Performance Level	Service Threshold	Service Hours	Measurement Period
Knowledge Management: Knowledge Article creation and submission to the Buyer within 10 Working days post incident	100%	≤80%	Business Hours	Monthly
Knowledge Management: Respond to Flagged comments received on Knowledge Articles within 5 Working days of Comment creation	100%	≤80%	Business Hours	Monthly
Knowledge Management: Respond to Feedback tasks received on Knowledge Articles within 5 Working days of task creation	100%	≤80%	Business Hours	Monthly
Asset and Configuration Management: Accuracy of CMDB data provided to the Buyer	≥97%	≤80%	Business Hours	Monthly



Asset and Configuration Management: Percentage of operational updates applied to CMDB within two (2) Working Days from:  Implementation of Change  Resolution of Incidents; or  Completion of Service Request	≥95%	≤80%	Business Hours	Monthly
Change Management: Percentage of changes implemented successfully in accordance with the Buyer's change process	≥95%	≤80%	Business Hours	Monthly
Change Management: Percentage of changes implemented in accordance with the Buyer's change process, scheduled in the Reporting Period where the Change causes an Incident.	≤3%	≤10%	Business Hours	Monthly
Change Management: Percentage of changes notified as complete within two (2) Working Days of implementation.	≥98%	≤80%	Business Hours	Monthly
Change Management: Post Implementation Reviews (PIRs) delivered within five (5) Working Days of a Change which has not been implemented successfully under the Buyer's change process which resulted in a Priority 1 incident.	≤5 days	≤10 days	Business Hours	Monthly
Change Management: Post Implementation Reviews (PIRs) delivered within ten (10) Working Days of a Change which has not been implemented successfully	≤10 days	≤15 days	Business Hours	Monthly



under the Buyer's change process excluding Priority 1s				
Service Catalogue Management: Percentage of Service Catalogue updates applied within ten (10) Working Days from date approved Service Request is received.	≥98%	≤80%	Business Hours	Monthly

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

- 1.1 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
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

### Part B – Key Sub-Contractors





Key Sub-contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/Service description	Key Sub-contract price expressed as a percentage of total projected Charges over the Contract Period	Key role in delivery of the Services
British Telecommunications plc	Registered No. 01800000 1 Braham Street London E1 8EE			

The Supplier will use its reasonable endeavours to flow down the obligations of TS3, as detailed in the main body of TS3 (clauses 37 – 39), and the SOW to the Supplier's Key Sub-Contractor supply chain.



## 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 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
Windows Server 2003, 2008, 2012, 2016	Microsoft	Server Operating Systems (Windows)			Windows 2000: 2 servers Windows 2003: 50 servers Windows 2008: 756 servers Windows 2012: 142 servers Windows 2016: 22 servers Windows 2019: 20 servers	COTS	
Redhat Linux	Redhat	Server Operating Systems (Linux)			Redhat 6: 4 servers Redhat 8: 2 servers	COTS	

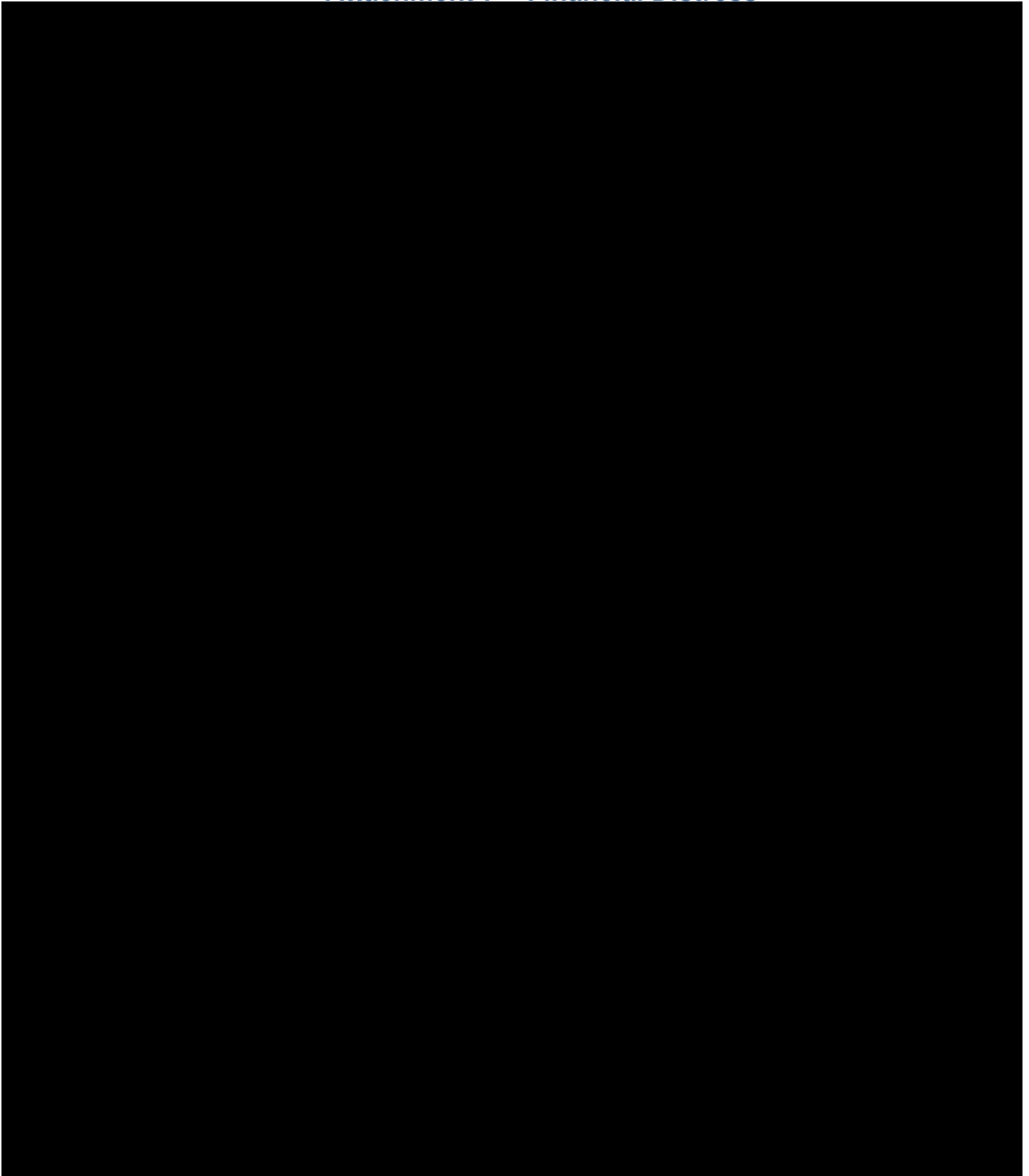


SUSE Linux v7 to v11	Suse	Server Operating Systems (Linux)			Suse 10: 73 servers Suse 11: 62 servers Suse 15: 29 servers	COTS	
ESXI (VMWare Linux)	Vmware	Hypervisors running virtual machines on-premise			ESXi servers: 110	COTS	
SCCM	Microsoft	Configuration Management and patching of Windows Servers and End user devices				COTS	
HPOM	Micro Focus	Server Monitoring software				COTS	
WSUS	Microsoft					COTS	
SCOM	Microsoft	Server and end user device patching				COTS	
Splunk	Splunk Inc	Part of monitoring suite of software for connecting up to ServiceNow				COTS	
OpsView	Opsview Inc	Cloud Infrastructure Monitoring				COTS	
Veeam	Veeam Software	Backup software used in AWS for VMC and also monitoring software for Vmware platform on-premise				COTS	
DCSSA	Broadcom	Lock down of defunct Windows Operating				COTS	



		Systems ( Windows 2003,2000,XP,Windows 7)					
SEP	Broadcom	Antivirus for servers on-premise and in the cloud				COTS	
MFOO (Microfocus Operations Orchestrator for Automation)	Micro Focus	Automation				COTS	
Athene (Availability Reporting)	Precisely (formerly Syncsort and Metron)	Capacity Monitoring and Planning for on-premise servers				COTS	
HP Data Protector (Backups)	Micro Focus	Enterprise Backup and Restore software used on premise				COTS	
EMC Management Software (SAN)	Dell	Management of EMC (Dell ) SAN Storage Arrays and Storage Switches				COTS	

## Attachment 7 – Financial Distress



## Attachment 8 – Governance

### PART B – LONG FORM GOVERNANCE

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

<b>Service Management Board</b>	
Buyer Members of Service Management Board (include details of chairperson)	As per Terms of Reference
Supplier Members of Service Management Board	Engagement Director/Executive Sponsor; Contract Director; Application Delivery Director; Security Manager
Start Date for Service Management Board meetings	To be confirmed on contract signature
Frequency of Service Management Board meetings	Monthly
Location of Service Management Board meetings	MS Teams and Buyer site tbc.

<b>Quarterly Business Review</b>	
Buyer members of Quarterly Business Review (include details of chairperson)	As per Terms of Reference
Supplier members of Quarterly Business Review	Application Delivery Director
Start date for Quarterly Business Review meetings	To be confirmed on contract signature
Frequency of Quarterly Business Review meetings	Quarterly
Location of Quarterly Business Review meetings	MS Teams and Buyer site tbc.

<b>Quarterly Joint Collaboration Board</b>	
Buyer Members for Quarterly Joint Collaboration Board (include details of chairperson)	As per Terms of Reference
Supplier Members for Quarterly Joint Collaboration Board	Engagement Director/ Executive Sponsor



Start Date for Quarterly Joint Collaboration Board meetings	To be confirmed on contract signature
Frequency of Quarterly Joint Collaboration Board meetings	Quarterly
Location of Quarterly Joint Collaboration Board meetings	MS Teams and Buyer site tbc.

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

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

- 1.1 The contact details of the Buyer's Data Protection Officer are:  
 Email:
- 1.2 The contact details of the Supplier's Data Protection Officer are:
- 1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Attachment 9.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>[The Authority is Controller and the Supplier is Processor]</b></p> <p>The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>Personal Data and Sensitive Personal Data will be in scope for processing by the Supplier and is determined by the Buyer.</p>
Duration of the processing	This contract will host the processing of data over the contract term.
Nature and purposes of the processing	<p>This contract will host the processing of the data which will involve the collection, storage, modification, retrieval, alignment or combination, deletion of data.</p> <p>The purpose is well defined by the Buyer and Capgemini only process personal data for the prescribed purpose.</p>
Type of Personal Data	Name, address, date of birth, NI number, telephone number, pay, images, biometric data













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