

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	
Contract Reference:	C5463
Contract Title:	Remote and Internet Service
Contract Description:	To provide IT Data Centre Connectivity Service
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	£5,000,000
Estimated Year 1 Charges:	
Commencement Date: this should be the date of the last signature on Section E of this Order Form	1st February 2023

Buyer details

Buyer organisation name

Environment Agency

Billing address

Your organisation's billing address - please ensure you include a postcode Horizon House, Deanery Road, Bristol, BS1 5AH

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.

Buyer Project Reference

Please provide the customer project reference number.

C5209

Supplier details

Supplier name

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



Supplier address

1 Forge End Woking, Surrey, GU21 6DB.

Supplier representative name

The name of the Supplier point of contact for this Order

Supplier representative contact details

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

RM6100 – Capgemini – Lot 3 – Remote and Internet Services – 005

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 2. TRANSITION & TRANSFORMATION 3. OPERATIONAL SERVICES a: End User Services b: Operational Management c: Technical Management |X|d: Application and Data Management П 5. SERVICE INTEGRATION AND MANAGEMENT

Part B - The Services Requirement

Commencement Date

See above in Section A

Contract Period

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

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

Initial Term Months

Extension Period (Optional) Months 12 months

12 Months

12 monus

Minimum Notice Period for exercise of Termination Without Cause 30 Days

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

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:

1 Forge End Woking, Surrey, GU21 6DB.

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

Not Applicable

Buyer Security Policy

The Parties shall review and agree the Security Policy within 90 days of the Commencement Date The Buyer's 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 (£) combined with Professional Indemnity liability per event in the annual policy aggregate

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

Employer's Liability Insurance (£)

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.	Completed
2	The Buyer will provide its policies and procedures	Completed
3	The Buyer will provide its Collaboration Agreement	Completed
4	The Buyer will confirm how a Projects Service requirement should be delivered across Supplier's Services	Throughout the term
5	The Buyer will confirm how Data Centre Exit projects should be delivered across Supplier's Services	Within the Implementation Period
6	The Buyer will confirm how current gold, silver and bronze service levels will be mapped to SMOM Tier levels	Within the Implementation Period
7	The Buyer will secure the collaboration of other Buyer suppliers and 3 rd parties to enable the provision of the Services	Within the Implementation Period
8	The Buyer will replace or refresh end of life equipment and solutions prior to them going out of vendor support to enable the provision of the Services	Throughout the Term
9	Service Management, Architecture Services, Testing, DR, Cloud Business Continuity and Security Services are cross functional services across the other Call-Off Contracts and any change to any of these services will require an analysis to determine charge impact	Throughout the Term
10	There will be no support for the iPass Wifi hotspot service under this agreement. The Buyer and their subcontractors will need to investigate and if necessary, remediate Windows 7 end user devices to continue working due to the loss of this service	Throughout the Term
11	The Buyer to initiate a project to upgrade Checkpoint firewall software levels to a version supported beyond September 2022. Upgrade must be completed prior to contract signature (see risk R1)	Within the Implementation Period
12	A Buyer and Supplier agreement and decision for requirements for a Data Centre Internet Proxy Service beyond March 31st 2023 is required. There will be no support for the existing Forcepoint / Websense solution when it goes end of Vendor support on 31st March 2023 (see risk R3)	Prior to Feb 2023
13		



	and accept there is no Data Centre load balancing or replace with new solution (see risk R4)	
14	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
15	The Buyer will identify all 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
16	The Buyer will provide the Supplier with formal notification of the classification of Buyer data and written information.	Throughout the Term
17	The Buyer will identify to the Supplier all responsible Buyer individuals as data owners for all Buyer data.	Throughout the Term
18	The Buyer will update and maintain the Buyer's RMADS portfolio for all applicable Buyer systems and services.	Throughout the Term
19	The Buyer will update and maintain the Buyer's security assurance documentation sets (DGAPs) for all applicable Buyer systems and services.	The Buyer will update and maintain the Buyer's security assurance documentation sets (DGAPs) for all applicable Buyer systems and services.

Goods

Guidance Note: list any Goods and their prices.

Not Applicable

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

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	
Part B – Long Form Governance Schedule	\boxtimes

The Part selected above shall apply this Contract.



Change Control Procedure - Option Part A or Part B

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

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	
Part B – Long Form Change Control Schedule	×

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

Part B - Additional Clauses

Guidance Note: Tick any applicable boxes below

Additional Clauses	Tick as applicable
C1: Relevant Convictions	
C2: Security Measures	
C3: Collaboration Agreement	\boxtimes

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	
Northern Ireland Law	
Joint Controller Clauses	

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.



Section D Supplier Response



Commercially Sensitive information

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

1



Section E Contract Award

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

SIGNATURES



Date Signed: 22/12/2022



Date Signed:



Attachment 1 – Services Specification

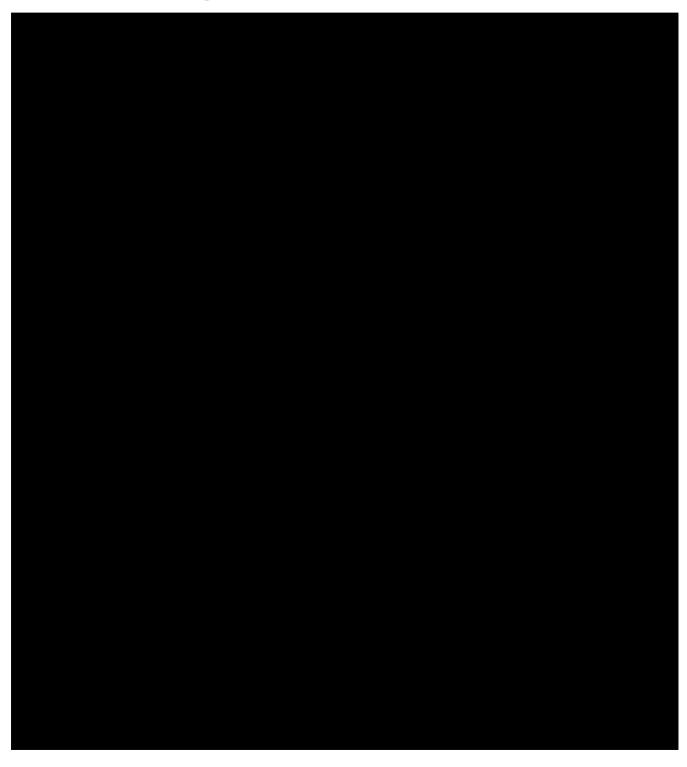




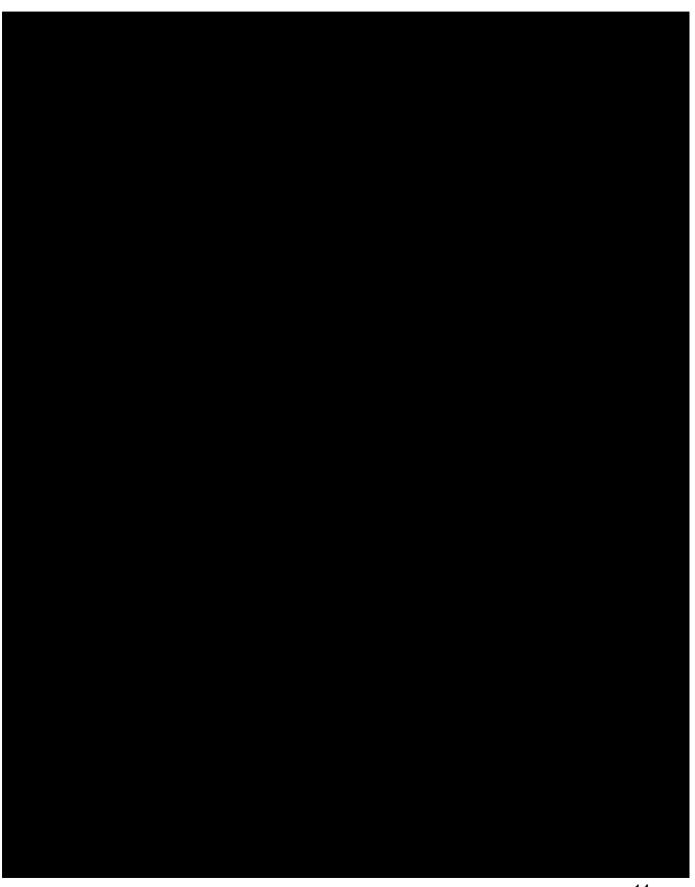


Attachment 2 – Charges and Invoicing

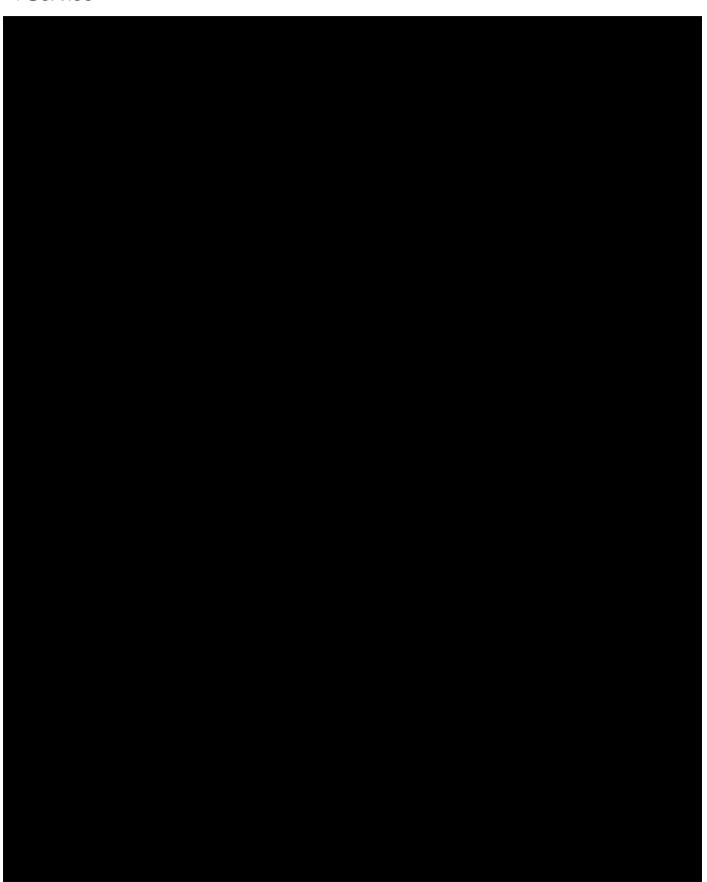
Part B - Service Charges



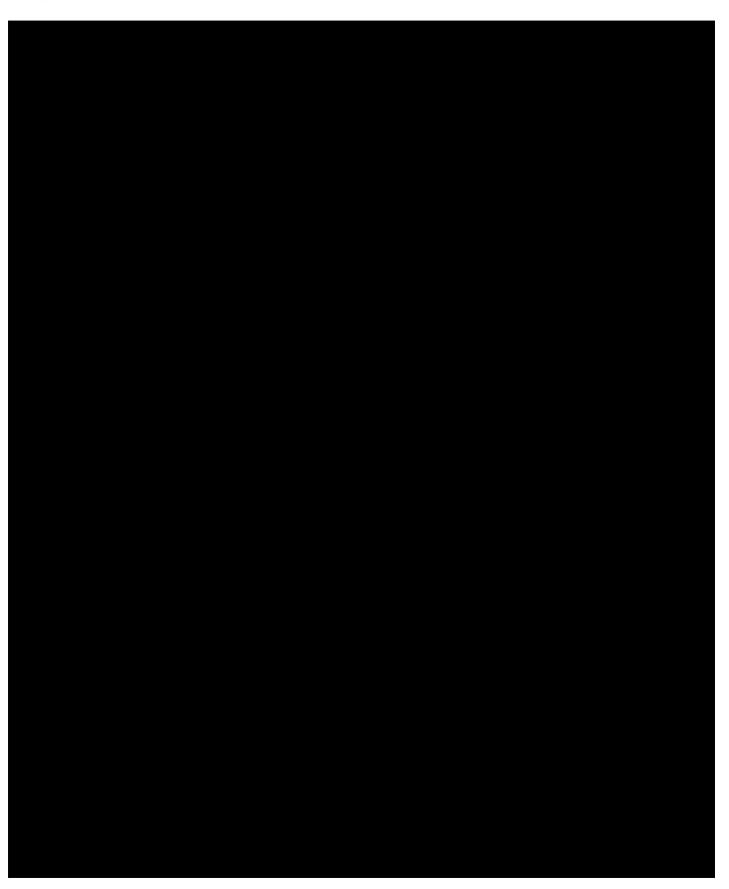




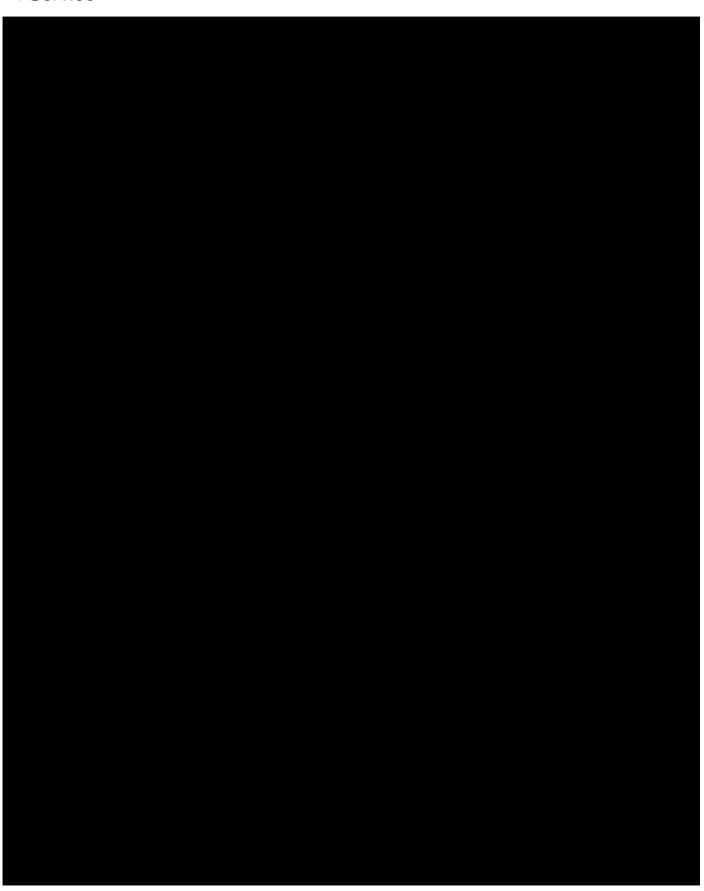




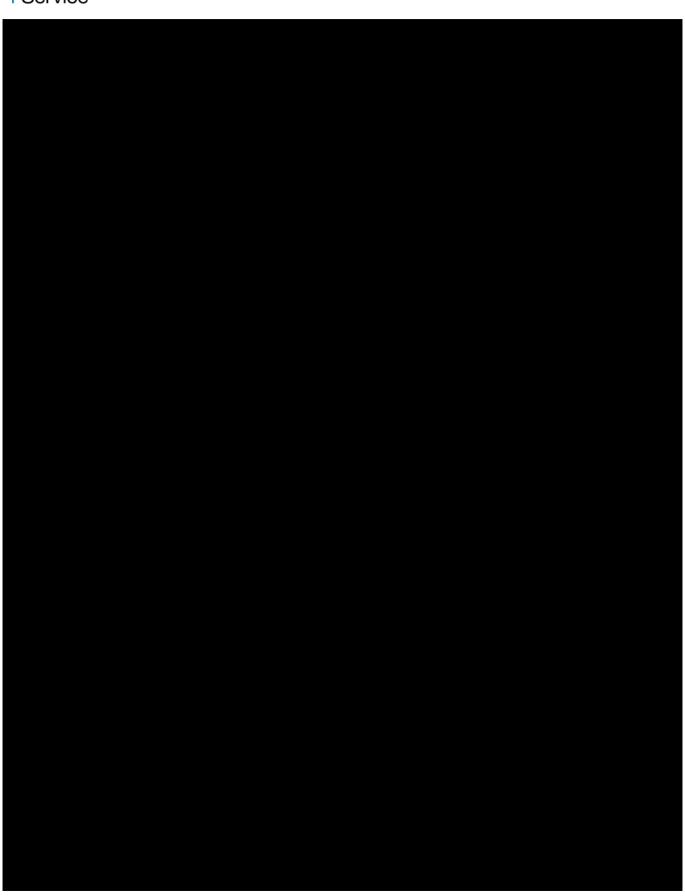




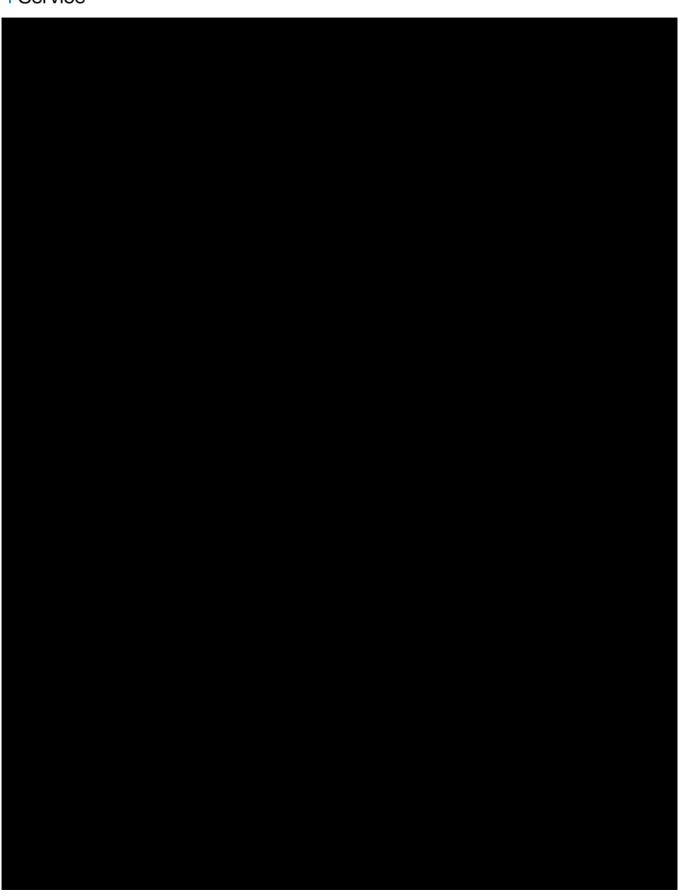








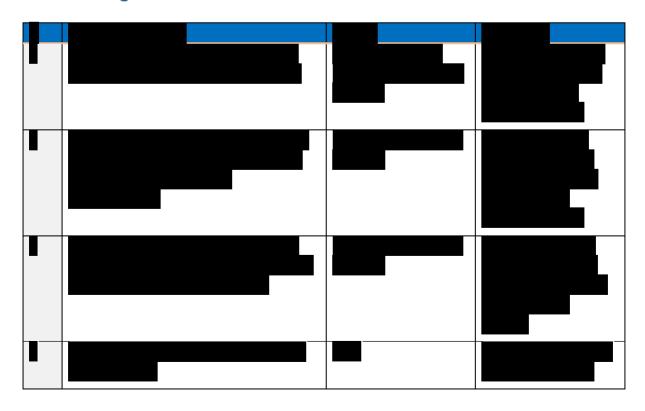




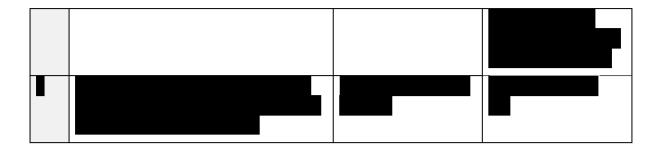




Part D – Risk Register







Part E – Early Termination Fee(s)

Attachment 3 – Outline Implementation Plan

The Remote and Internet Service will replace the existing Remote and Internet 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
High Level Implementation Plan	
Pre-Contract Dependencies	
Buyer to Startup Project to upgrade of Internet Gateway Firewall Infrastructure prior to contract	0 days
Provide list of Connecitivity components that require upgrading	
Agree approach with Buyer for End of Life Infrasturcture upgrades (or Buyer acceptance of risk)	0 days
Agree Buyer Service Management model and SLA tiering	0 days
Review and update Service Supplier Risk Register	0 days
Contract and Commercial	0 days
Commercial Agreement in Place	0 days
Contract Start Date	
Supplier Mobilisation	110 days
Prepare Draft Implementation Plan	10 days
Preparation/Update of Service Quality Plan	30 days
Preparation/Update of Service Security Plan	30 days
Review and amendment of Service Reporting Requirements	10 days
Review and confirm legacy licensing and support agreements is managed (Via Renewals Board)	3 days
Review Client Policies / Processes / Tiering and Align where appropriate	90 days
Contract Exit Plan	90 days
Implementation Review & Sign-off	5 days
Implementation Complete	0 days





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 Buyer:

- 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 though 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 Buyer, 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 Performanc e 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	Serious KPI Failure 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
	Material KPI Failure 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
P2 Incidents For any same Service Element failing the Performance Indicators	Serious KPI Failure 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
	Material KPI Failure Any 5 individual failures to achieve a P2 Service Threshold failure for a specific	Improve ment	Produced within five (5) Working Days following the relevant failure



Service Element or component thereof in	Plan
any Measurement Period	Req'd

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	≥95%	≤80%	Business Hours	Monthly
Completion of Service Request				
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	≤3%	≤10%	Business Hours	Monthly
Change causes an Incident. 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 under the Buyer's change process excluding Priority 1s	≤10 days	≤15 days	Business Hours	Monthly
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

Part B - Key Sub-Contractors

Key Sub-contractor name and address (if not the same as the registered office)	office and	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			

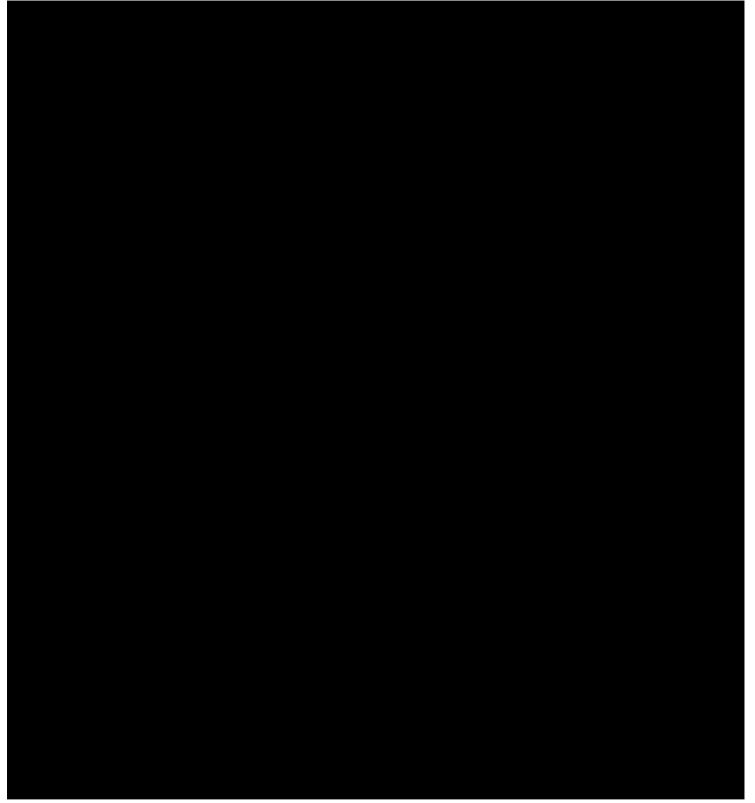
The Supplier will use its reasonable endeavours to flow down the obligations of TS3, as detailed in the main body of TS3 (clauses 37 - 39) to the Supplier's subcontractor supply chain. The Supplier assumes consent will be given by the Buyer to these subcontractors.



Attachment 6 - Software

There is no specific software named in this agreement although device types named in **Appendix 4** of the above Response document have their own Firmware, Operating System and/or Application stacks.

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:

Service Management Board			
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.		

Quarterly Business Review			
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.		

Quarterly Joint Collaboration Board			
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.

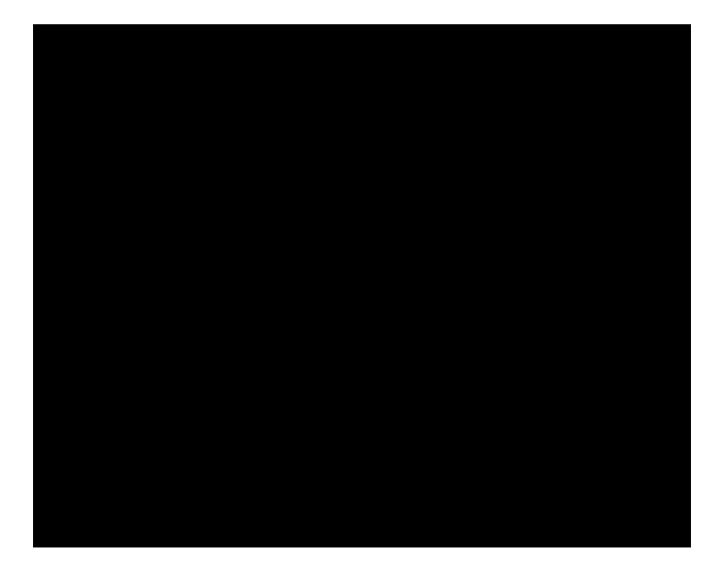
- 1.11.2 The contact details of the Supplier's Data Protection Officer are:
- 1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Attachment 9.

Description	Details
Identity of Controller for each Category of Personal Data	The Authority is Controller and the Supplier is Processor 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: Personal Data and Sensitive Personal Data will be in scope for processing by the Supplier and is determined by the Buyer.
Duration of the processing	This contract will provide the connectivity to host the processing of data over the contract term.
Nature and purposes of the processing	This contract will host the connectivity to host the processing of the data which will involve the collection, storage, modification, retrieval, alignment or combination, deletion of data. The purpose is well defined by the Buyer and Capgemini only process personal data for the prescribed purpose.
Type of Personal Data	Name, address, date of birth, NI number, telephone number, pay, images, biometric data

Categories of Data Subject	They Buyers employees, End User and Supplier data subjects.
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	Current contract contains parties arrangements for return and destruction once the processing is complete. They Buyer's needs to be consulted to confirm whether Personal Data should continue to be retained or whether it should be destroyed. We follow contractual obligations and consult with the Buyer in respect of any decisions they may make on retention. PIA is the responsibility of the Buyer. Assistance is provided as specified in the existing contract. The Buyer does not require Capgemini to deal with the DPIA, but provide assistance in relation to a DPIA.

Attachment 10 – Transparency Reports

The Supplier will provide the same Transparency reports and information to the Buyer under this TS3 Framework Agreement that it currently provides to the Environment Agency for the existing Services that it delivers. This includes Third Party quotes, invoices and expenses for invoicing, Work Orders, and Contract Change Control Notices. These are set out in the tables below:











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