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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 18 June 2025 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;
12. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses;
13. Annex 2 – Buyer Security and ICT Policies; and
14. Annex 3 - Statement of Work (SoW) Process
15. Annex 3a – Statement of Work (SoW) Template

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

- 1.1.1 the Framework, except Framework Schedule 18 (Tender);



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1.1.2 the Order Form;

1.1.3 the Call Off Terms; and

1.1.4 Framework Schedule 18 (Tender).

Section A General information

Contract Details	
Contract Reference:	K280022627
Contract Title:	Microsoft Dynamics and Power Platform Governance and Assurance
Contract Description:	To provide support on governance and assurance as core activities with additional work on an ad hoc basis when required
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	£1,200,000
Estimated Year 1 Charges:	£400,000
Commencement Date: this should be the date of the last signature on Section E of this Order Form	23 June 2025

Buyer details
Buyer organisation name Driver and Vehicle Standards Agency (DVSA)
Billing address Your organisation's billing address - please ensure you include a postcode Berkeley House, Croydon Street, Bristol, BS5 0DA
Buyer representative name The name of your point of contact for this Order <div style="background-color: black; height: 1.2em; width: 100%;"></div> Redacted under FOIA exemption 40 - personal information
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. <div style="background-color: black; height: 1.2em; width: 100%;"></div> Redacted under FOIA exemption 40 - personal information



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Buyer Project Reference

Please provide the customer project reference number.
K280022627

Supplier details

Supplier name

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

Supplier address

Supplier's registered address
1 Forge End, Woking, Surrey, GU21 6DB

Supplier representative name

The name of the Supplier point of contact for this Order

Redacted under FOIA exemption 40 - personal information

Supplier representative contact details

Email and telephone contact details of the supplier's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

Redacted under FOIA exemption 40 - personal information

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.

Click here to enter text.

Guarantor details

Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.

Guarantor Company Name

The guarantor organisation name

Not Applicable

Guarantor Company Number

Guarantor's registered company number

Not Applicable

Guarantor Registered Address

Guarantor's registered address

Not Applicable



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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 | X |
| 2. TRANSITION & TRANSFORMATION | X |
| 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 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)

Initial Term 36 Months

Extension Period (Optional) 0 Months

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



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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:

The Services will be delivered to DVSA offices.

The services will primarily be delivered remotely, but there will be an occasional requirement to attend any of the following DVSA office locations:

- Newcastle Tyneside House, Skinnerburn Road, Newcastle Upon Tyne, NE4 7AR (**subject to change, but will be a location based in Newcastle City Centre**)
- Nottingham Unity Square, Queensbridge Road, Nottingham, NG2 1AY
- Berkeley House, Croydon Street, Bristol, BS5 0DA
- The Ellipse, DVSA, Padley Road, Swansea, SA1 8AN
- Quarry House, Quarry Hill, Leeds LS2 7UE

Supplier Premises:

95 Queen Victoria Street, London, EC4V 4HN

Third Party Premises:

Not Applicable

Buyer Assets

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

Microsoft 365
Power Platform
Confluence JIRA
Centre of Excellence toolkit

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.

Microsoft Solutions Partner for Business Applications

Buyer Security Policy

Guidance Note: where the Supplier is required to comply with the Buyer's Security Policy then append to this Order Form below.

Available in Annex 2

Buyer ICT Policy

Guidance Note: where the Supplier is required to comply with the Buyer's ICT Policy then append to this Order Form below.



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Available in Annex 2

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 (£) – Additional Insurance Not Applicable

Professional Indemnity Insurance (£) - Additional Insurance Not Applicable

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

Provide relevant access to:

Microsoft 365
Power Platform
Confluence JIRA
Centre of Excellence toolkit

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 checked="" type="checkbox"/>
Part B – Long Form Governance Schedule	<input type="checkbox"/>

The Part selected above shall apply this Contract.

Change Control Procedure – Option Part A or Part B

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

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	<input checked="" type="checkbox"/>
Part B – Long Form Change Control Schedule	<input type="checkbox"/>



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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

Guidance Note: Tick any applicable boxes below

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

Part B – Additional Clauses

Guidance Note: Tick any applicable boxes below

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

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

Part C - Alternative Clauses

Guidance Note: Tick any applicable boxes below

The following Alternative Clauses will apply:

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

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



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

Additional Schedule S3 (Security Requirements)

Guidance Note: where Schedule S3 (Security Requirements) has been selected in Part A of Section C above, then for the purpose of the definition of "Security Management Plan" insert the Supplier's draft security management plan below.

The Supplier will provide a draft Security Management Plan (SMP) within 20 (twenty) working days of the commencement date of this contract. The SMP must meet DVSA's requirements. A template SMP along with supporting guidance can be completed upon contract award.

Additional Schedule S4 (Staff Transfer)

Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of "Fund" in Annex D2 (LGPS) of Part D (Pension) insert details of the applicable fund below.

Not Applicable

Additional Clause C1 (Relevant Convictions)

Guidance Note: where Clause C1 (Relevant Convictions) has been selected in Part A of Section C above, then for the purpose of the definition of "Relevant Convictions" insert any relevant convictions which shall apply to this contract below.

Not Applicable

Additional Clause C3 (Collaboration Agreement)

Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.

Not Applicable

An executed Collaboration Agreement shall be delivered from the Supplier to the Buyer within the stated number of Working Days from the Commencement Date:

Not Applicable

An executed Collaboration Agreement from the Supplier has been provided to the Buyer

Not Applicable

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.*



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- Details of the Contractor's methodologies, policies and processes. Duration – two years following the end of the Term.
- All information relating to limits of liability, daily fee rates, pricing and charging mechanisms contained in the Agreement. Duration – two years following the end of the Term.
- The terms of Capgemini's insurance. Duration – Indefinitely
- All details relating to personnel including but not limited to the numbers of resources with specific skills, numbers of security cleared staff, staff terms and conditions of employment and staff selection methods. Duration – five years following the end of the Term.
- Any information relating to other customers of Capgemini. Duration – Indefinitely

These terms are only applicable when there is no conflict with the Buyer's statutory obligations. The Supplier acknowledges and accepts the Buyer's position as set out under Framework RM6100 Technology Services 3, clause 41.5 of the Core terms.

Section E Contract Award

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

SIGNATURES

For and on behalf of the Supplier

Name	Redacted under FOIA exemption 40 - personal information
Job role/title	Redacted under FOIA exemption 40 - personal information
Signature	
Date	

For and on behalf of the Buyer

Name	Redacted under FOIA exemption 40 - personal information
Job role/title	Redacted under FOIA exemption 40 - personal information
Signature	
Date	



Attachment 1 – Services Specification

Further Competition Document:



RM6100-Further-competition-template-v

Detailed Service Specification(s) will be provided in specific Statement of Work as agreed with the Buyer.

Supplier Response:



F Response Template
- 2.1.1.pdf



F Response Template
- 2.1.2.pdf



F Response Template
- 2.1.3.pdf



F Response Template
- 2.1.4.pdf



F Response Template
- 2.1.5.pdf



F Response Template
- 2.1.6.pdf



F Response Template
- 2.1.7.pdf



F Response Template
- 2.2.1.pdf



F Response Template
- 2.2.2.pdf

Supplier Clarification Response:



Appendix D - Pricing Schedule Resubmission



Bid Clarification
itt_2523 - Microsoft D



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Attachment 2 – Charges and Invoicing

Part A – Milestone Payments and Delay Payments

Where milestones are used within a Statement of Work, milestone and delay payments will be as per call-off schedule 2.

Part B – Service Charges

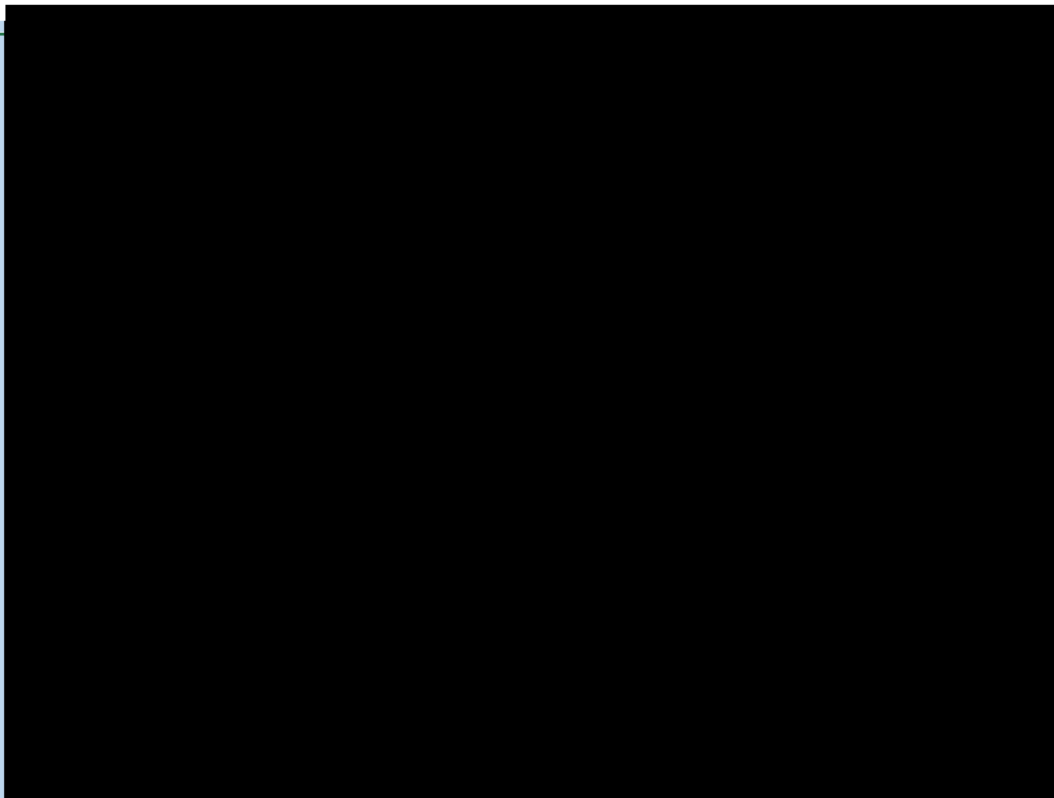
Not applicable to this contract.

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

Rate cards provided are fixed for the three years of the contract. Rates are exclusive of VAT.



Appendix D - Pricing
Schedule Resubmissi



Redacted under FOIA exemption 43 - Commercial interests



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Part D – Risk Register

Risks to be assessed in the delivery risk log which will be maintained and discussed at the monthly risk review meeting. Risk logs at the delivery team level will be maintained and the content discussed as part of collaborative risk identification and mitigation. The risks will be assessed against the DVSA risk framework and appetite.

Part E – Early Termination Fee(s)

Not applicable to this contract



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Attachment 3 – Outline Implementation Plan

#	Milestone	Deliverables (<i>bulleted list showing all Deliverables (and associated tasks) required for each Milestone</i>)	Duration (<i>Working Days from Contract Start Date</i>)	Milestone Date
M1	Mobilisation	Implementation Strategy and Plan Risk and Issues Management Plan Outline Disaster Recovery Plan Service Management Plan Agreed documented process (high level) to agree contract processes such as ordering, billing, scoping, SOWs	10 days	07/07/25
M2	Business Continuity and Disaster Recovery plan	Documented draft Business Continuity and Disaster Recovery Plan for Buyer review	60 days	15/09/25
M3	Supplier to advise on CoE addressing gaps and alignment to best practice	Supplier works with DVSA and implements changes to the CoE to align to best practice	60 days	15/09/25
M4	Security Management Plan	Documented draft Security Management Plan for Buyer review	20 days	21/07/25
M5	Detailed Implementation Plan	Supplier to upskill and understanding the existing CoE within DVSA. Create a report highlighting existing best practice, areas for improvement and any gaps for Buyer review.	20 days	21/07/25
M6	Risk Ledger	Supplier must a) connect with DVSA by creating a profile on Risk Ledger within 3 working days of the start of the contract and b) complete the appropriate questionnaire on the Risk Ledger tool within 20 working days of the start date of the contract. During engaging with the Risk Ledger “emerging threats” functionality or when using the discussion feature requesting a response about a vulnerability or threat, the Potential Provider must respond within 2 days of the notification or sooner should the vulnerability or threat warrant it. DVSA will provide a link to Risk Ledger.	a) 3 days (to create profile on Risk Ledger) b) 20 days (to complete questionnaire on Risk Ledger)	a) 26/06/25 b) 21/07/25



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Attachment 4 – Service Levels and Service Credits

Service Levels and Service Credits

The following KPIs will be reported on and discussed in the Contract Management Board. The KPIs may change over the lifetime of the contract, in agreement with the Supplier.

As per the Definitions of Schedule 1 in “RM6100-Lots-2-3-and-5-Call-Off-Terms-v3”, a service period means a service period which, for the purposes of this Contract and unless otherwise agreed, shall be a recurrent period of one (1) month during the Contract Period.

	Service Level Performance Criteria	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
1	Reporting	Timely delivery of all Service Reports	100% of Monthly Reports delivered within five working days of the month following the month covered in the report	If service level is not met in 3 monthly reporting periods within a 12 month period	0.5% for Failure in Service Period. 1% for Failure in second consecutive Service Period
2	Acknowledgement Response Time	To provide acknowledgement within 1 hour to confirm receipt of a request, query or item	95% of queries acknowledged within 1 hour per service period	95% of queries acknowledged within 1 hour per service period	N/A
2a	Query Resolution: 39 or fewer per service period	Time to respond to and resolve to the reasonable satisfaction of the customer	No more than 4 queries resolved in excess of max resolution time	5 or more queries are resolved in excess of max resolution time	1.5% for Failure in Service Period. 2% for Failure in second consecutive Service Period. 2.5% for Failure in third consecutive Service Period
2b	Query Resolution: 40 or greater per service period	Time to respond to and resolve to the reasonable satisfaction of the customer	95%	85%	1.5% for Failure in Service Period. 2% for Failure in second consecutive Service Period. 2.5% for Failure in third consecutive Service Period
3a	Complex Query Resolution: 19 or	Time to respond to and resolve to the	No more than 2 queries resolved	3 or more queries are resolved in	1.5% for Failure in Service Period.



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	fewer per service period	reasonable satisfaction of the customer	in excess of max resolution time	excess of max resolution time	2% for Failure in second consecutive Service Period. 2.5% for Failure in third consecutive Service Period
3b	Complex Query Resolution: 20 or greater per service period	Time to respond to and resolve to the reasonable satisfaction of the customer	95%	85%	1.5% for Failure in Service Period. 2% for Failure in second consecutive Service Period. 2.5% for Failure in third consecutive Service Period
4	SOW quote - this could be relaxed for complex projects where a fully costed model is not possible within 10 working days. However, the potential provider must ask initial questions and begin engagement within 5 working days if this is the case	The provider must provide a fully costed response within 10 working days of submission by DVSA	100% of SoWs to be costed within 10 working days	If service level is not met in 3 monthly reporting periods within a 12 month period	0.5% for Failure in Service Period. 1% for Failure in second consecutive Service Period. 1.5% for Failure in third consecutive Service Period
5	Mobilisation of resource following signed Statement of Work (SoW)	On a Statement of Work that has been signed by both parties, supplier resource must be mobilised and ready to work within 10 working days of a signed SoW	100% of SoWS are resourced within 10 working days.	If service level is not met in 3 monthly reporting periods within a 12-month period	1.5% for Failure in Service Period. 2% for Failure in second consecutive Service Period. 2.5% for Failure in third consecutive Service Period
6	SoW Kick Off Meeting	Once a Statement of Work has been signed by both parties a SoW Kick Off meeting must take place with 10 working days	100% of SoW kick off meetings take place within 10 working days of a signed SoW	90% of SoW kick off meetings do not take place within 10 working days of a signed SoW	0.5% for Failure in Service Period. 1% for Failure in second consecutive Service Period
7	Microsoft Wave updates (this will	Where Microsoft have provided	100%	If service level is not met 2 or more	4% for failure in Service Period.



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	be relaxed to not include last minute changes by Microsoft after the SLA deadline)	notification of a release wave, identify changes/benefits that will impact individual services and provide analysis and presentation / Q&A session(s) to all service owners and any other required personnel. This will be required at least 2 weeks before the wave release date		times within a 24 month period	4.5% for failure in second consecutive Service Period
8	Tracking and Reporting	Providing access to free of charge support hours per month as part of the service. Maintaining records of all quick queries, including those resolved within an hour, and providing monthly reports on the number of free of charge queries answered, ensuring transparency and monitoring the efficiency of the support services	Offering free support for any query that takes less than an hour to resolve.	95% of reports submitted no later than the 5th working day of the month	N/A
9	Social Value to be confirmed prior to Contract signature	2.2.1 Addressing critical digital skills shortages and providing targeted skills development opportunities local to the DVSA's delivery locations.	<div>1. Deliver digital/ data upskilling workshops to community groups and/or charities in agreed locations</div> <div>2. Run a series of school outreach sessions in agreed locations</div> <div>3. Provide mentoring, career</div>	<div>Number of events: 2 per year</div> <div>Number of beneficiaries present: 15 beneficiaries per event</div> <div>Number of sessions: 1 per year</div> <div>Number of students per session: 20</div> <div>Percentage participating in</div>	N/A



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			guidance and technical training for the contract workforce	mentorship: 100%	
				Percentage of employees who achieve one certification within the first 6 months: 100%	
			4.Hiring across the contract	Number of people hired: 1 new hire per year	
		2.2.2 Health & Wellbeing initiative	1. Assess team maturity to drive positive H&W	100% completion of assessment within first 4 months	N/A
			2. Implementation plan to promote H&W practices	Development and implementation of Action plan, Wellbeing Charter, H&W Plan governance: Created within first 4 months	
			3. Create Individual Wellbeing Programmes	Number of employees engaged in wellbeing programmes: 60%	
			4. Access to Wellbeing Learning Resources	Number of activities attended/delivered: 60% uptake of activities	
			5. Validating & Sustaining wellbeing	Percentage improvement in reported H&W scores based on monthly surveys: 60% improvement from baseline	

The Service Credits shall be calculated on the basis of the following formula:

Example:

Formula: $x\%$ (Service Level Performance Measure) - $x\%$ (actual Service Level performance)

=

$x\%$ of the Service Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer



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Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period)

=

23% of the Service Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer

Service Credit Cap

Not applicable to this contract

Critical Service Level Failure

Not applicable to this contract



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Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

- 1.1.5 The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

Part A – Key Supplier Personnel

Not Applicable

Part B – Key Sub-Contractors

Not Applicable



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Attachment 6 – Software

- 1.1.6 The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).
- 1.1.7 The Parties agree that they will update this Attachment 6 periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

Part A – Supplier Software

The Supplier Software includes the following items:

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry



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Part B – Third Party Software

The Third Party Software shall include the following items:

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry

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

Entity	Credit Rating (long term) <i>(insert credit rating issued for the entity at the Commencement Date)</i>	Credit Rating Threshold <i>(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3))</i>
Supplier	Rating Agency 1 – Dun and Bradstreet report	Dun and Bradstreet at 50

For the purpose of Schedule 8 (Financial Distress) of the Call-Off Terms, the following shall apply:

DVSA will continue to monitor the financial standing by reviewing the Dun & Bradstreet report quarterly.

CCS will continue to monitor scores on a regular basis and will receive automatic alerts if a supplier's scores fluctuate. CCS may issue a termination notice to a Supplier where in the reasonable opinion of CCS there is a material detrimental change in the financial standing and/or credit rating of the supplier which:

- (a) adversely impacts on the Supplier's ability to supply the services under this Framework Agreement; or
- (b) could reasonably be expected to have an adverse impact on the Supplier's ability to supply the Services under this Framework Agreement.

Attachment 8 – Governance

PART A – SHORT FORM GOVERNANCE

For the purpose of Part A of Schedule 7 (Short Form Governance) of the Call-Off Terms, the following board shall apply:

Scope of regular meetings:

Contract Management Board – monthly
Service Review Meeting – monthly
Operational meetings – weekly

PART B – LONG FORM GOVERNANCE

Not applicable to this contract.

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.

1.1.1.1 The contact details of the Buyer's Data Protection Officer are:

The DPO is [REDACTED] from the Department for Transport, 3rd Floor, One Priory Square, Hastings, East Sussex, TN34 1EA. Email: DataProtectionOfficer@dft.gov.uk

The Representative of the DPO at DVSA is the Data Protection Manager, [REDACTED] 4th Floor, Unity Square, Queensbridge Road, Nottingham, NG2 1AY. Email: information.handling@dvsa.gov.uk

Redacted under FOIA exemption 40 - personal information

1.1.1.2 The contact details of the Supplier's Data Protection Officer are:

[REDACTED] Redacted under FOIA exemption 40 - personal information

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

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

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> It is not expected that during this contract any personal data will be processed other than staff contact details of both parties. See note below under independent data controllers. Should this change during the contract, then contract documentation, including this schedule must be updated before any personal data is processed. <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"> <i>Business contact details of DVSA staff, such as name, email address, job title, phone number – DVSA is the data controller</i> <i>Business contact details of supplier staff, such as name, email address, job title, phone number – the supplier is the data controller.</i>
Duration of the processing	The 3 year duration of the contract
Nature and purposes of the processing	The nature and purpose of this contract is to provide governance and assurance with regards to DVSA's use of Dynamics and Power Platform. This is to ensure these tools are being created and used consistently in line with best practice.
Type of Personal Data	Staff details for DVSA and the supplier, such as name, email address, phone number, job title
Categories of Data Subject	Staff details – both of DVSA and the supplier
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>It's not expected that any personal data will be processed during this contract. Should this change, then this section will need to be updated.</p> <p>Where supplier staff have access to DVSA's instances/environments, such as Confluence, JIRA, Centre of Excellence Toolkit, then the supplier is responsible for ensuring that DVSA is informed when staff leave their organisation or moves roles and access is no longer required. DVSA will then remove access. All access must be removed upon contract expiry. This must also be documented as part of that statement of works for each piece of work under this contract.</p>

Attachment 10 – Transparency Reports

Title	Content	Format	Frequency
Overall Contract Performance and performance against agreed SoWs	Performance against overarching and SoW KPIs	Excel (Other formats may be acceptable, subject to Buyer approval)	Monthly, no later than the 5 th working day of the month
Call-Off Contract Charges	Accumulative report of all charges under this contract	Excel (Other formats may be acceptable, subject to Buyer approval)	Monthly, no later than the 5 th working day of the month
Key Sub-Contractors	Organisation detail and key personnel details	Excel (Other formats may be acceptable, subject to Buyer approval)	Only required if there are changes to Key Subcontractors
Social Value	Performance against social value commitments as per the supplier's tender response	Excel (Other formats may be acceptable, subject to Buyer approval)	Monthly, no later than the 5 th working day of the month

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


Special Term 1:


- a) The Supplier will notify the Buyer in writing within 7 days if it or a member of its group intend to bid on a public contract that could create a Conflict of Interest.
- b) This special term shall have precedence over clause 53.2
- c) For the avoidance of doubt, award of a DVSA contract related to the Microsoft Power and Dynamics build space, to the Supplier or a member of its group, will be a Conflict of Interest.
- d) DVSA has the final decision on what is a Conflict of Interest


Special Term 2:


Add “and 53.3 (Conflict of Interest)” to the end of clause 36.1


Annex 2 – Buyer Security and ICT Policies



Supplier Security
Policy.pdf



Patch Management
Policy 1.1.pdf



Password and PIN
Policy v2.6.pdf



Legal and
Contractual Complian



Information Security
Policy.pdf



Information Risk
Policy 1.0.pdf



Forensic Readiness
Policy.pdf


Encryption Data at
Rest and Data in Tran


Clear Desk and
Screen Policy 1.0.3.do


Information Security
Backup v1.0.7.pdf


Audit Policy v1.3.pdf


Access Control Policy
v1.2.pdf

Annex 3 – Statement of Work (SoW) Process

- Individual Statement of Works (SoWs) will be commissioned via a short request. The specific approach for any SoW undertaken as part of this contract will be scoped in advance by the supplier in consultation with the Authority and agreed by both parties prior to commencement. The process for these SoWs utilising this call-off function will be as follows:
 1. Requests will be coordinated by the Authority's Contract Manager or a Centre of Excellence (CoE) core team member
 2. Individual SoWs will be commissioned via a short specification of requirements, which will be discussed between the Contract Manager/CoE core team member and the Supplier via a requirements workshop.
 3. The Supplier to re-iterate requirement back in a proposal form within 5 days
 4. DVSA and the Supplier to agree on if a follow-up meeting is required
 5. After the Authority's Contract Manager/CoE core team member approve the proposal form, the Supplier shall assess the task and submit a brief costed proposal, with timescales, in response to the requirement within 10 working days
 - a. The cost of preparing the costed proposal will be met by the Supplier
 - b. Costed proposals shall be provided by the Supplier in a format agreed between the Authority and Supplier(s) at the outset of the Contract and include:
 - i. Methodology for achieving the requirement/Method Statement
 - ii. Clearly defined deliverables with milestones and a clearly identified definition of done
 - iii. Delivery timetable
 - iv. An outline of relevant experience to complete the task
 - v. Name(s) of staff working on the task
 - vi. Clear cost of the SoW with a breakdown by milestone
 - vii. Identification of staff member/s and job title a per rate card (including details of any sub-contractors) and days
 - viii. Benefits & Efficiencies of Change
 - ix. review of any anticipated risks and their mitigation measures
 - x. Identification of any ethical concerns and proposed remedial actions
- If accepted, the proposal will form a SoW within the overriding contract. The charging mechanisms for the overall requirement will be kept under review and specific to each SoW. This is to ensure the most appropriate option is being used for the work, based on the desired outputs, complexity and the requirements that can be articulated in advance. Potential charging mechanisms may include, but are not limited to:
 - Fixed Price
 - Time and Materials
- The Authority reserves the right to challenge the costs proposed for individual SoWs to ensure the grade blend and volume of days is appropriate.

Annex 3a – Statement of Work (SoW) Template

DVSA Statement of Work

1. STATEMENT OF WORK ("SOW") DETAILS	
<p>Upon execution, this SOW forms part of the Call-Off Contract (reference below).</p> <p>The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.</p> <p>All SOWs must fall within the Specification and provisions of the Call-Off Contract.</p> <p>The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.</p>	
Date of SOW:	
SOW Title:	
SOW Reference:	

Call-Off Contract Reference:	
Buyer:	
Supplier:	
SOW Start Date:	
SOW End Date:	
Duration of SOW:	
Key Personnel (Buyer)	
Key Personnel (Supplier)	
Subcontractors	
Total Max. Cost	

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT	
SOW Deliverables Background	[Insert details of which elements of the Deliverables this SOW will address].

Delivery phase(s)	
Overview of Requirement	
Accountability Models	

3. BUYER REQUIREMENTS – SOW DELIVERABLES	
Outcome Description	Each SOW must have clearly defined deliverable with milestones and a clearly identified definition of done. This definition will be used for acceptance criteria to enable payment for each milestone
Method Statement Including knowledge & skills transfer back into DVSA	
Benefits & Efficiencies of Change	
Risks & Dependencies	

Supplier Resource Plan	
Security Applicable to SOW:	<p>Please include in this section what devices are being used.</p> <p>The nature of the data being accessed and if any security clearance is required.</p>
Cyber Essentials Scheme	

Performance Management			
Additional Requirements			
Key Supplier Staff	Key Role	Key Staff	Contact Details

Worker Engagement Status	
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4. CHARGES	
Call Off Contract Charges Milestones should be clearly set out against payments in this section	
Rate Cards Applicable	
Financial Model	
Reimbursable Expenses	

5. SIGNATURES AND APPROVALS
Agreement of this SOW BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the
Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

For and on behalf of the Supplier	Name/Title: Date: Signature: .
For and on behalf of the Buyer	Name/Title: Date: Signature: .
For and on behalf of the Buyer (Commercial)	Name/Title: Date: Signature: .

Signature Area

Organisation Name:
Department for Transport

Role/Title:
SEO

Name:
[Redacted]

Signature: [Redacted]
DocuSigned by:
D297AA24C94E494...

(dd.mm.yyyy | hh:mm:ss)

Organisation Name:
CAPGEMINI UK PLC

Role/Title:
Vice President

Name:
[Redacted]

Signature: [Redacted]
DocuSigned by:
7B4D58DB81334B4...

(dd.mm.yyyy | hh:mm:ss)

Redacted under FOIA exemption 40 - personal information