



**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:	C5465
Contract Title:	Application Management and Support
Contract Description:	To provide a managed service to support the applications listed in Attachment 1 – Services Description
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	██████████
Estimated Year 1 Charges:	██████████
Commencement Date:	1st February 2023

Buyer details
Buyer organisation name Environment Agency

Billing address
Horizon House Deanery Road, Bristol BS1 5AH

Buyer representative name
██████████

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. C5297

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 – Application Management and Support – 003

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

Part B – The Services Requirement

Commencement Date

1st February 2023

Contract Period

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

24 months (12 + 12 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

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.



Buyer Premises:

Supplier Premises:

Third Party Premises:

Buyer Assets

Not Applicable

Additional Standards

Not Applicable

5



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

The Parties shall review and agree the Security Policy within 90 days of the contract start date. The Buyer Security Policy shall then form part of the Call Off Contract. The Security Policy for offshoring is attached below



Combined
Offshoring Questionn

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.

The Parties shall review and agree the ICT Policy within 90 days of the contract start 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

#	Description
1	The Buyer to provide all licences and tools for provision of the services.
2	The AMS service can be 100% delivered remotely from any agreed location, any changes may result in an increase in charge.
3	To co-operate in the development and on-going management of the Forward Schedule of Change and Release Plans. The Buyer to agree Release Plans and communicate to the business.
4	The Buyer to prioritise Supplier testing (where a conflict in testing occurs and the testing cannot be performed in parallel) and perform functional and User Acceptance Testing.



5	The Buyer will own all data and be responsible for data quality. The Buyer is responsible for providing data extractions to their Third Party Contractors and Sub-contractors.
6	The Buyer to provide overall management for their BC plans. The Buyer will specify BC tests, provide Buyer or Buyer Third Party Contractor staff as described in the plans, agree success criteria and provide test sign off.
7	The Buyer will agree and allow planned maintenance windows to enable the Supplier to perform maintenance duties that require service outages.
8	The Buyer will fund the procurement of additional storage capacity where required.
9	The Buyer will advise the Supplier of any unplanned operational business needs that require additional support from the Contractor as soon as they become known to the Buyer with less than four (4) weeks' notice. The Buyer will agree and approve the Supplier's Emergency Service Provision plans that may include the reallocation of existing resources or provision of additional resources where it is not possible to provide such resources from those available from normal operations, or the suspension of Service Metrics for services to satisfy the increased demand in another part of the Services.
10	The Buyer will accept via change control any financial or operational impact found by the Supplier following the review of the SMOM policies and processes.
11	Service Management, Architecture Services, Testing, and Security Services are cross functional services across the other Call-Off Contracts and any change to these services will require analysis to determine charge impact.
12	The Buyer will ensure that alerts triggered by on-premise and cloud hosted environments can automatically generate incidents in MyIT.
13	The Buyer will ensure that agreed SLAs are correctly defined to the MyIT tool.
14	The Buyer will provide the Supplier with a Security Aspects Letter as defined in HMG Security Standards.
15	The Buyer will identify the applications, systems, networks and Buyer locations that store, process or transmit Protectively Marked Information and the maximum protective marking for each of these.



16	The Buyer will provide the Supplier with formal notification of the classification of Buyer data and written information.
17	The Buyer will identify to the Supplier responsible Buyer individuals as data owners for Buyer data.
18	The Buyer will update and maintain the Buyer's RMADS portfolio for applicable Buyer systems and services.
19	The Buyer will update and maintain the Buyer's security assurance documentation sets (DGAPs) for 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	<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 checked="" type="checkbox"/>
S5: Benchmarking	<input checked="" type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input checked="" type="checkbox"/>
S7: Continuous Improvement	<input checked="" type="checkbox"/>
S8: Guarantee	<input type="checkbox"/>
S9: MOD Terms	<input type="checkbox"/>

Part B – Additional Clauses

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)

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 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)

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.

Only Part E shall apply

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.

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: 1st February 2023

Section D Supplier Response

The response document details the services offered by the Supplier which are available to meet the Buyer's requirements to outsource a managed service for a defined scope of services.



AMS_Response Final
version.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. All Cost Models and Open Book information are deemed as Commercially Sensitive



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



AMS SOR
v1.3_Final.docx



ANNEX 1- Catalogue
offer AMS.docx



Attachment 2 – Charges and Invoicing

Part A – Milestone Payments and Delay Payments

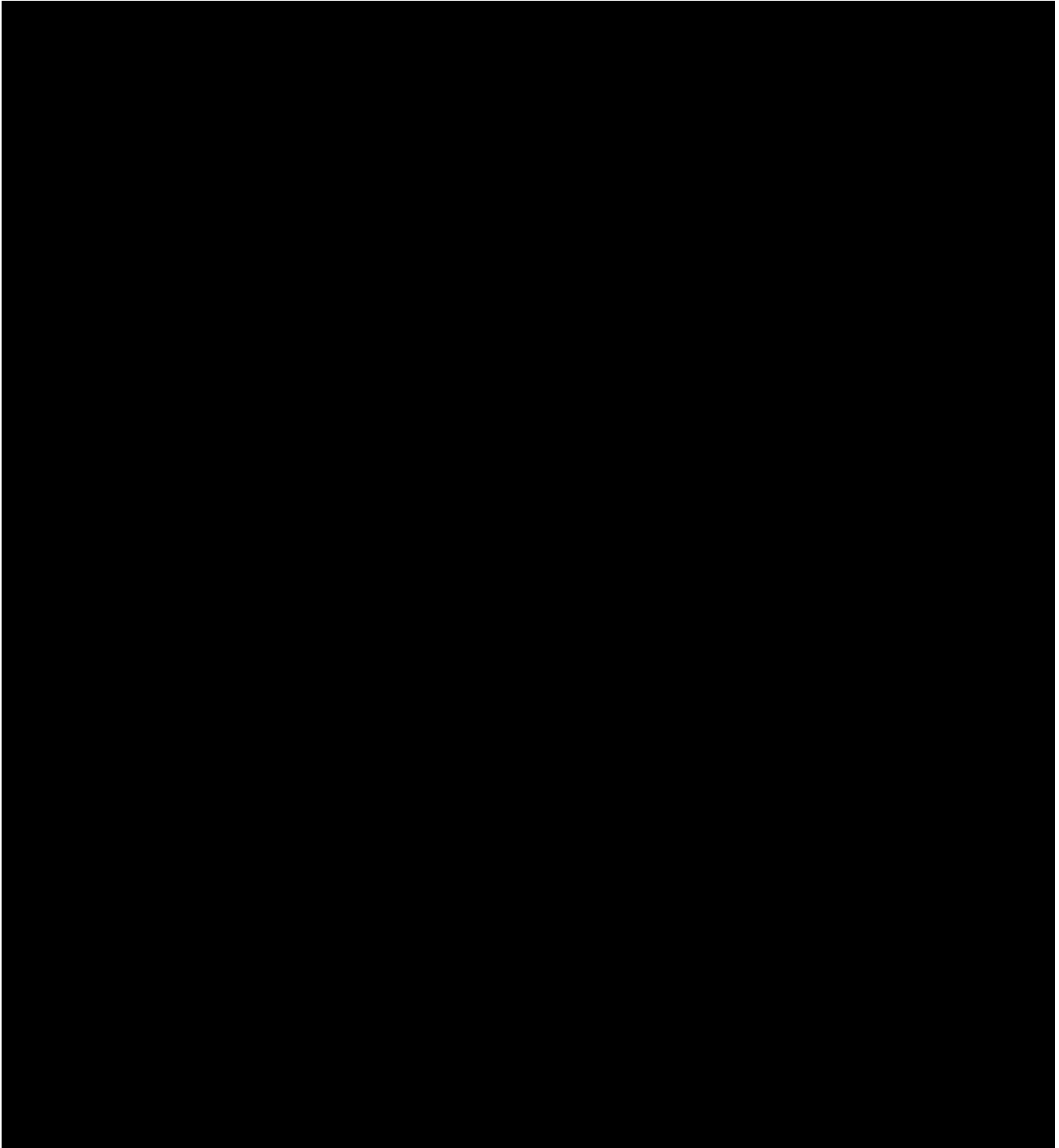
Not Applicable for Core Services, however, these can be applied at Statement of Work level in agreement by both parties.

Part B – Service Charges

1. The Supplier will provide invoicing for Service Charges in accordance with TS3 Schedule 2 – Charges and Invoices with the following additional requirements:
2. The first monthly Service Charge will be invoiced at the end of the calendar month with subsequent monthly Service Charges being invoiced at the end of each subsequent calendar month.
3. The Supplier will invoice the Buyer monthly for Service Charges calculated in accordance with the charges agreed in Part B (Service Charges) of Attachment 2 (Charges and Invoicing) of the Order Form.
4. The value of the adjustment to the volume variable component of the Service Charge for the relevant month will be based on actual volumes of resource units being measured for invoicing, multiplied by the relevant unit contained in Part B (Service Charges) of Attachment 2 (Charges and Invoicing) of the Order Form. This process will operate one month in arrears.
5. The Supporting Documentation to be supplied with the invoices shall be as set out below:

Cost Type	Information/Evidence Required
Service Charges – Baseline Charges	Evidence of agreed baseline Service Charges as per the latest SOW or Contract Change
Service Charges – Volumetric Adjustments	Monthly volumetric report supporting each volumetric line item
Passthrough – Passthrough Charges	Excel workbook containing passthrough Charges supporting each pass-through charge item

Table 1 Operational Service Charges and passthrough Charges – Invoice Validation and Approval



6. The price is based on 100% remote working any changes to this delivery model may result in an increase in charge

[Redacted signature line]

[Redacted signature line]



8.

[Redacted text block containing multiple paragraphs of blacked-out content]



[REDACTED]

[REDACTED]

14. The Supplier's Delivery Manager will issue an acceptance certificate where milestone payments are defined in the SoW. These will be issued to the Buyer for approval and supplied alongside the invoice information
15. The Services Charges may change as applications migrate to the Cloud Services or to a new Contractual vehicle during the contract term. This will be agreed via the CCN process.
- 16 During the first 90 days after the Contract start date, the Supplier will review Defra policy, process or other activity to be agreed to ascertain if it has any unforeseen operational or financial impact. In the event of such an occurrence, the Supplier reserves the right to reasonably revise its charges and/or its operational timetables accordingly.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



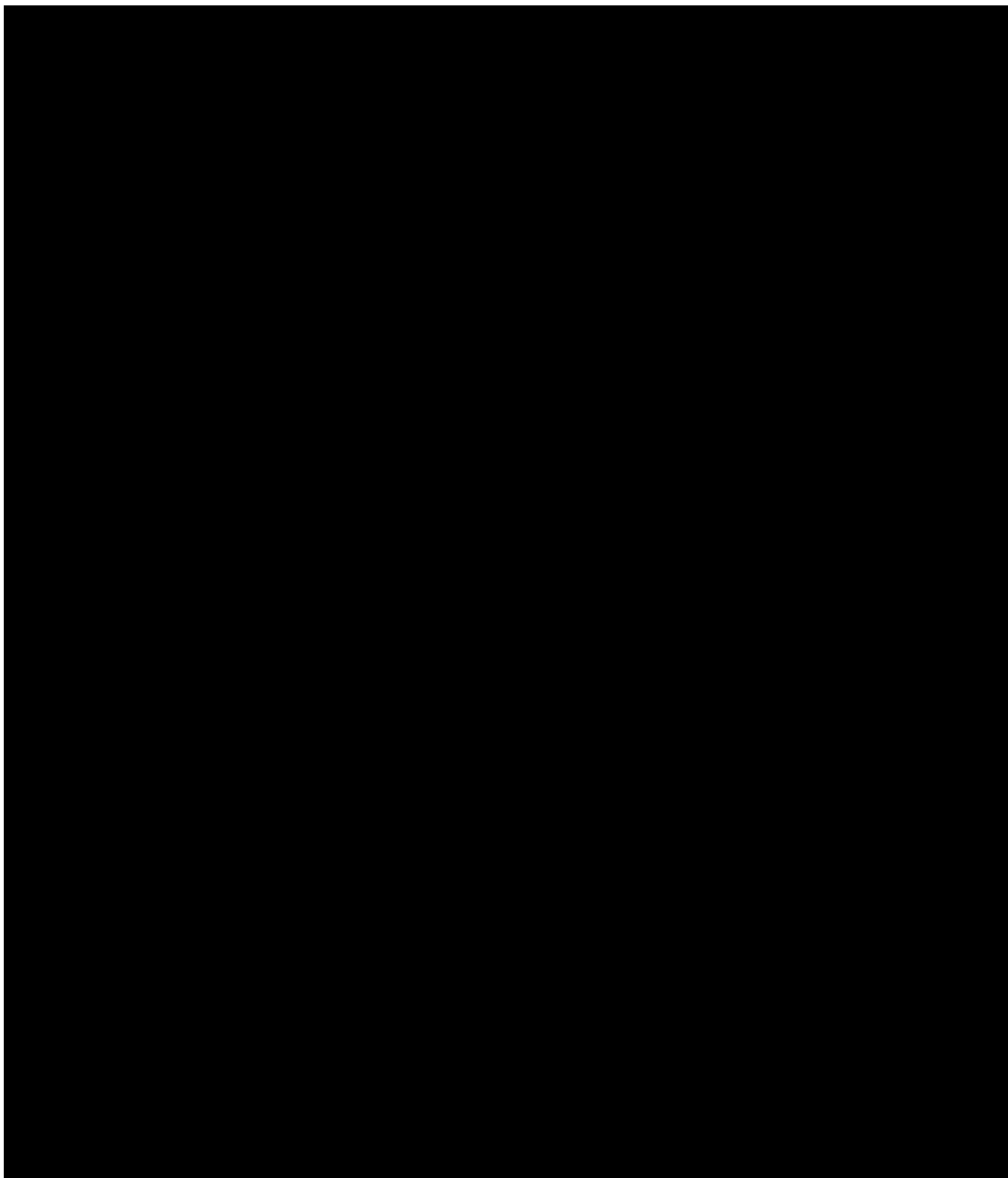
Crown
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Service

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

[Redacted]

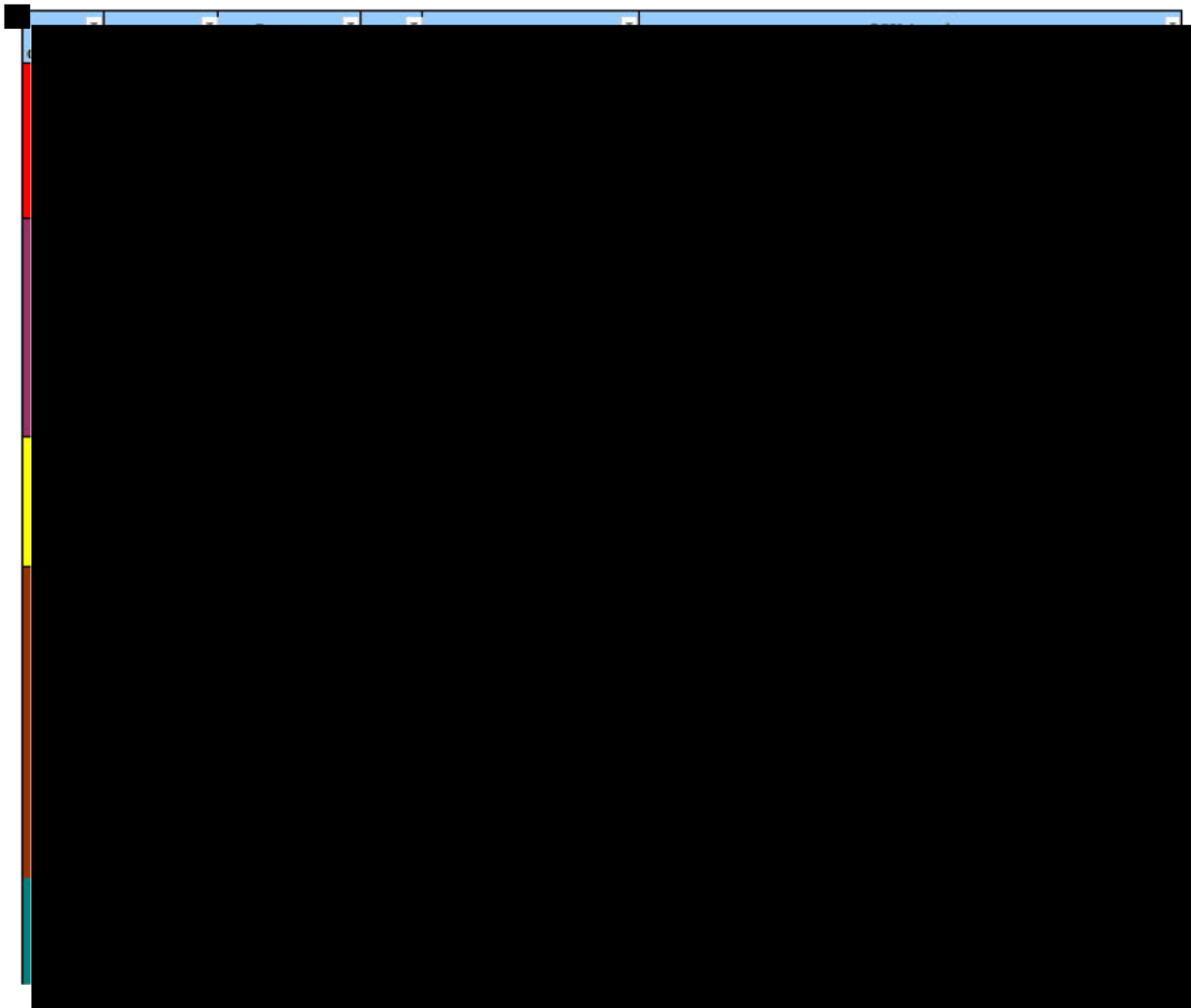
[Redacted]

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Service





Part D – Risks

Ref	Application/ Component	Risk	Mitigation
EAfrm-5284	OpenText WSM	Web Site Management (formally called RedDot). This product is used to manage and deliver web content for the Authority's Easinet service. The version deployed is 10.1 which went into Sustaining Maintenance with the vendor on 1st August 2013. Extended Support is no longer available and The Buyer does not want to procure Limited Extended Support. Risk - Service impact as a result of issues arising that cannot be resolved without assistance from the vendor.	Risk accepted by the Buyer
EAfrm-5316	Log4J	Apache Log4j is a Java-based logging utility. Log4j1 is end of life but there are several different versions still used across the estate. All versions of Log4J need to be upgraded to the latest versions, 2.3.2 (for Java 6), 2.12.4 (for Java 7), or 2.17.1 (for Java 8 and later) to ensure that the latest security vulnerability fixes are applied. Risk - Service impact resulting from the exploitation of security vulnerabilities of older versions of this software.	Risk accepted by the Buyer
EAfrm-5369	NID	Figtree managed service for NID has no resolution SLAs and service hours of 9am to 5pm within UK business hours. Risk – Supplier can not meet contacted Bronze or Tier3 service levels.	Risk accepted by the Buyer
EAfrm-5379	EFL, H&T DIAP & GDC	Performance testing of services migrated to the new Citrix Platform in AWS has identified a degradation in application responsiveness between on-premise Citrix and AWS Citrix. Risk - Service impact and performance issues as a result of the migration.	Awaiting Buyer acceptance – To be concluded within 60 days of contract
	Call off Contract	A Subcontractor may not accept the flow downs from the Call Off Contract despite the Supplier's reasonable endeavours. In the event of this occurring then the Supplier bears the risk.	Risk accepted by the Supplier
	Cross functional services	The cost of cross functional services has been distributed between AMS, Hosting and the Remote and Internet Call-off Contracts, in the event of termination of one or more of these contracts, the impact to the AMS service will be assessed and updated accordingly.	

[Redacted]

[Redacted]

Attachment 3 – Outline Implementation Plan

The application managed service will replace the existing Managed Service Agreement 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
Implementation Plan			
Contract and Commercial			
Commercial Agreement in Place	0 days	Fri 16/12/22	Fri 16/12/22
Contract Start Date	0 days	Wed 01/02/23	Wed 01/02/23
Supplier Mobilisation	110 days	Mon 21/11/22	Fri 12/05/23
Prepare Draft Implementation Plan	10 days	Mon 21/11/22	Fri 02/12/22
Joint Mobilisation Preparations	10 days	Mon 05/12/22	Fri 16/12/22
Agree Transition Plan	10 days	Mon 19/12/22	Fri 06/01/23
Finalise Implementation Plan	10 days	Mon 09/01/23	Fri 20/01/23
Review/Update existing Governance	20 days	Mon 23/01/23	Fri 17/02/23
Compile a list of in-flight Minor Enhancements & Chargeable Service Requests	10 days	Mon 09/01/23	Fri 20/01/23
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 Client Policies/Processes and Align where needed	90 days	Mon 09/01/23	Fri 12/05/23
Create Contract Exit Plan	90 days	Mon 09/01/23	Fri 12/05/23
Track & Review items not included in Suppliers charges	90 days	Mon 09/01/23	Fri 12/05/23
Create outstanding WO's in relation to additional charges	90 days	Mon 09/01/23	Fri 12/05/23
Implementation Review & Sign-off	5 days	Wed 29/03/23	Tue 04/04/23
Mobilisation Complete	0 days	Fri 12/05/23	Fri 12/05/23

The Implementation Plan covers the essential contract take on activities following contract signature and a light refresh/update of the existing governance processes.



Attachment 4 – Service Levels and Service Credits

Service Levels

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 **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 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
<p>P1 Incidents:</p> <p>For any same Service Element failing the Performance</p>	<p><u>Serious KPI Failure</u></p> <p>Any 2 failures to achieve individual P1 Service KPIs for a specific Service Element or component thereof in any Measurement Period</p>	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
	<p><u>Material KPI Failure</u></p> <p>Any 2 individual failures to achieve a P1 Service Threshold for a specific Service Element or component thereof in any Measurement Period</p>	Improve ment Plan Req'd	Produced within five (5) Working Days following the relevant failure
<p>P2 Incidents</p> <p>For any same Service Element failing the Performance Indicators</p>	<p><u>Serious KPI Failure</u></p> <p>Any 5 failures to achieve individual P2 Service KPIs for a specific Service Element or component thereof in any Measurement Period</p>	Action Plan Req'd	<p>Produced within five (5) Working</p> <p>Days following the relevant failure, or the end of the period required to quantify performance against the relevant Performance Indicator</p>
	<p><u>Material KPI Failure</u></p> <p>Any 5 individual failures to achieve a P2 Service Threshold failure for a specific Service Element or component thereof in any Measurement Period</p>	Improve ment 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	≥98%	≤80%	Business Hours	Monthly



two (2) Working Days of implementation.				
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
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Part B – Key Sub-Contractors

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.

The Supplier has no Key Subcontractors but intends using the following Subcontractors:

Information Technology Consultancy

Amber Labs Limited
Aston House
Cornwall Avenue
London N3 1LF

Registered company no. 12795105

Temporary Employment Agency

Experis Limited
6 New Bridge Street
London EC4V 6AB

Registered Company no. 02114287



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*).

The Supplier will work with a wide range of software, technology tools and platforms to provide the application support service for the scope of applications defined in Attachment 1. All Third Party software or IPR will be licensed to the Buyer on the same terms that are readily available in the market.

- 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
National Flood Forecasting System Support Contract for NGMS	Deltares (Delft Hydraulics)	Maintenance and support for flood forecasting software	N/A	Unknown	N/A	Non COTS	30/09/2023
Support and Maintenance of Corporate Applications	CGI UK	Support and maintenance of EA owned corporate	N/A	Unknown	N/A	Non COTS	31/01/2023



		applications such as HazWaste					
Support and Maintenance of WISKI 7 Hydrometric	KISTERS AG (93)	Support & Maintenance for managing, analysing and reporting surface water, ground water, water quality, waste-water, and drinking water.	N/A	Unknown	N/A	Non COTS	28/02/2024
Support and Maintenance of REGIS	RA Information Systems		N/A	Unknown	N/A	Non COTS	15/11/2023
Hyrad	Centre for Ecology & Hydrology (560)	Advanced weather radar display system for PCs	N/A	Unknown	N/A	Non COTS	15/02/2023
Support and maintenance of Modelling adaptor and Model Calibration tool	Centre for Ecology & Hydrology (560)	Flood Modelling software	N/A	Unknown	N/A	COTS	15/02/2023
Licence and Support & Maintenance of WABS	RA Information Systems		1	Unknown	N/A	Non COTS	15/05/2023
Hecras	Jeremy Benn Associates	US Army Corps of Engineers Hydrologic Engineering Centre HEC-RAS river	N / A	Unknown	N/A	COTS	31/12/2023



		modelling software					
Aardvark 112 Concurrent 4 standalone Users Licences	Water Research Centre Limited	Statistical methods and graphical analyses to aid routine environmental quality monitoring data	112 + 4	Network version	N/A	COTS	15/02/2023
Webtrends 1 x WRC E-Business Licence	Webtrends [through Blue Cube]	Provides the data you need to measure adoption, user engagement, and usage of Microsoft 365 and custom apps.	3	Unknown	N/A	COTS	15/02/2023
Unified Content Management System (UCMS)	Corporate Document Services	Support services	N/A	Unknown	N/A	Non COTS	30/09/2023
Licence and Support for Groundwater Vistas/Aquifer WIN 32	Stantec	Provision of licence and support and maintenance for Groundwater Vistas application	56 AquiferWin32 Licences			COTS	15/02/2023



Field workforce and planning Routelims	Scibertec	Implementation, support & maintenance on the Field Workforce Planning & Scheduling RouteLims	N/A	Unknown	N/A	Non COTS	15/02/2023
Qualys Vulnerability Management	Qualys Ltd [through Blue Cube]	Automated IT asset discovery, vulnerability management, threat prioritization, and remediation	5,019	Unknown	N/A	COTS	15/05/2023
Carshare Database	Liftshare	Support and Maintenance of Carshare Database application	N/A	Unknown	N/A	Non COTS	15/02/2023
Altova XML Spy Renewal, for 20*concurrent licences	Altova [through Grey Matter]	JSON and XML editor for modeling, editing, transforming, and debugging related technologies	20	Unknown	N/A	COTS	15/02/2023
Xanalyst S&M	Xanalyst Ltd	Investigation management	16	Unknown	N/A	Non COTS	31/10/2022



		software for law enforcement agencies.					
Content DM Hosting Docklands	OCLC United Kingdom & Ireland	Supports batch requests to edit existing metadata fields, delete records, or add metadata-only records.	N/A	Unknown	N/A	COTS	15/02/2023 To be terminated
Support and Maintenance for all Geocortex Essentials and Geocortex Optimizer products	1 Spatial	Support and Maintenance for all Latitude Geographics products purchased under the Enterprise Licence Agreement	N/A	Unknown	N/A	COTS	30/04/2023
Support and Maintenance for Radius Studio AMC and Radius Topology AMC	1 Spatial	Geospatial Software	N/A	Unknown	N/A	COTS	31/10/2023
Red Dot software support via CDS (part of UCMS	Opentext [through Corporate Document Services]	Microsoft-based WCM solution	N/A	Unknown	N/A	COTS	30/09/2023
TU-flow support	Jacobs was CH2M Hill		12	Unknown	N/A	COTS	31/07/2023



ADMS 4 x 34 Atmospheric Dispersion Modelling System. Used by AQMAU@environment-agency.gov.uk	Cambridge Environmental Research Consultants	Atmospheric modelling system	34	Unknown	N/A	COTS	15/02/2023
Content dm Annual Licence fee	OCLC United Kingdom & Ireland	Supports batch requests to edit existing metadata fields, delete records, or add metadata-only records.	1	Unknown	N/A	COTS	15/02/2023 To be terminated
Red Dot software (Web Site Management)	Opentext [through CDS]	Microsoft-based WCM solution	14	Unknown	N/A	COTS	15/02/2023
3*Enterprise Architect software licence support	Sparx Systems [through QBS Distribution]	UML design and business analysis tool for modeling, documenting, reverse engineering, building and maintaining object-oriented software systems	3	Unknown	N/A	COTS	15/02/2023
PRODACAPO Client & Web Support & Maintenance	LOGEX International Healthcare	Heathcare analytics	16	Unknown	N/A	Non COTS	28/02/2023



	Analytics B.V [through CDW]						
Aquachem software Licence ID AQCHM-700- 428515244-2268	NOVA METRIX GROUND MONITORING	AquaChem for interpretation and reporting of groundwater data(mostly in Area Groundwater & Contaminated Land teams)	50	Unknown	N/A	COTS	28/02/2023
Chemdata Licences	Ricardo-AEA Technology (NCEC)	Chemical hazards database designed for emergency responders.	25	Unknown	N/A	COTS	31/03/2023
Triton	PlanB	Support and maintenance of Coastal Forecasting modelling software	N/A	Unknown	N/A	COTS	31/03/2023
Morgan Kai	Morgan Kai [through CDW]	Internal Auditing Tool	N/A	Unknown	N/A	COTS	
11*Progress Software DataDirect Connect for ODBC32	Progress Software [through CDW]	Business app development	11	Unknown	N/A	COTS	30/06/2023



Replacement for the Agency existing Tranman"	Civica Ltd	Transport Management Software	N/A	Unknown	N/A	Non COTS	30/04/2023
Mike 11 Enterprise Licences	DHI Water Environment Health [through CDW]	River modelling	N/A	Unknown	N/A	Non COTS	30/11/2023
Dotted Eyes All licences =	Dotted Eyes	Miso Dataflow and Superpose	5	Unknown	N/A	Non COTS	30/06/2023
Wealth Management Software plc Estateman concurrent Licences	Estateman Ltd [through CDW]	Property Management software	1	Unknown	N/A	Non COTS	31/03/2023
2*Genuitec MYECLIPSE PC Software	Genuitec [through CDW]	Java IDE for enterprise development	2	Unknown	N/A	COTS	13/08/2023
Aquator support for multiple use	Hydro-Logic Services (International) Ltd	water resource planners	8	Unknown	N/A	COTS	14/08/2023
NID (Filigree / Figtree))	Figtree Systems Europe Ltd [through CDW]	Fleet Management	20	Unknown	N/A	Non COTS	15/02/2023
AiC Ltd N4CE 44user Licences & 1 site licence	AiC [through CDW]	Advanced user tools for geological modelling, alignments, rail surveys, LiDAR modelling and	44	Unknown	N/A	COTS	30/09/2023



		point cloud editing.					
Field workforce and planning	Click Software Europe Ltd [through Computacenter)	Implementation, support & maintenance on the Field Workforce Planning & Scheduling	210	Unknown	N/A	Non COTS	15/02/2023
Memex Patriarch	SAS	Risk analytics	100	Unknown	N/A	Non COTS	31/03/2023
National Waste Packaging Database (NWPB) - Hosting and Apps Support	Solution 7	Online system which tracks how much packaging has been put into the UK market	1	Unknown	N/A	COTS	31/03/2024
Annual fee for Minitab Statistical software	Minitab	Statistical software	20	Unknown	N/A	COTS	30/04/2024
SIMCAT Software tools	WRC PLC	River water quality model	1	Unknown	N/A	COTS	N/A

Attachment 7 – Financial Distress

The Supplier notes that the Buyer has confirmed that Schedule 8 Financial Distress shall apply to this TS3 bid proposal. The Supplier can agree in principle to the terms of the Schedule but this is dependent upon the following points being addressed:

Credit Agency/Thresholds (Annexes1 and 2 – requires completion)

The Supplier will not accept any rating agency other than Dun & Bradstreet.

The Supplier requests that the risk rating to be used shall be 'risk indicator (scales, 1-5)' and not 'failure score (scales, 1-100)'.

The Supplier requests that the Credit Rating Threshold must be set at least two levels below its current level, because the trigger in clause 2.5 is actually 'dropped below' the threshold. Our current Risk Indicator is 1 and The Supplier therefore needs a trigger D&B Risk Indicator of 3.

Confidentiality

The Supplier wishes to point out that disclosure to a Buyer under this Schedule 8 may be limited by confidentiality obligations which it holds with third parties. Additionally, the Supplier is unable to disclose material non-public information given the Supplier Group is a listed firm and abides by the Paris stock exchange rules.

Monitored Companies: Guarantors/Key Subcontractors

In the definition of Monitored Company in section 1, 'Guarantor' is intended to be a company standing guarantor for the Supplier's (i.e. The Supplier Uk plc's) services, using the optional Schedule 8. This might be a parent or other company. However, as optional Schedule 8 Guarantee shall not apply to this Bid, the Call-Off Order Form will need to amend this definition to remove Guarantor. 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)	Credit Rating Threshold
████████	██████████ ██████████████	████████████████████

PART B – RATING AGENCIES

- _____
- _____

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.

- 1.1 The contact details of the Buyer's Data Protection Officer are:
- 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>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> <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	Processing is allowed for the contract term.
Nature and purposes of the processing	<p>The nature of the processing means any operation such as collection, storage, modification, retrieval, alignment or combination, deletion,</p> <p>The purpose might 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
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.
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Attachment 10 – Transparency Reports

Title	Content	Format	Frequency
[Performance]			
Open Book Data		Excel	Quarterly
Invoicing Transparency Information:		PDF/Word /Excel/email as applicable	Monthly
Fixed Price Milestone Charges	Notification of agreement of successful completion of milestone (e.g. via PAN) with Milestone Charge as set out in the SOW.		
Internal Supplier Costs: Resources – T&M	Actual hours for each SFIA Grade/Level of Resource used (i.e. system extract of formal timesheet bookings verified by Project Manager) multiplied by rates as per Table of Rates in Schedule 2.		
Internal Supplier Costs: Resources – Expenses - T&M and Fixed Price	System extract summary of actual expenses incurred – type of expense, value. NOTE: receipted actuals not required unless on validation costs were considered unreasonable.		
Internal Supplier Costs: Non-resource costs (e.g. hardware/software) – T&M	Actual quantity and type of non-resource direct costs.		
Third Party Costs – T&M	Actual costs of Third Party supplier charges through either a Third Party invoice or Third Party goods receipt notice (GRN) quoting value of goods received.		
Supplier Margin on Hardware and Software	Excel spreadsheet in the form set out in the SOW Charges Template, with input costs evidenced as above, and explicit calculation of mark up in accordance with f Schedule 2 to reconcile to the Charge in the SOW.		
Supplier Margin on Third Party Costs	Excel spreadsheet in the form set out in the SOW Charges Template, with input costs evidenced as above, explicit calculation		

	of mark up in accordance with Schedule 2 to reconcile to the Charge in the SOW.		
Operational Service Charges and passthrough Charges – Invoice Validation and Approval:		Word	Monthly
OSC – Baseline Charges	Evidence of agreed baseline Operational Service Charges as per the latest agreed SOW or CAN.		
OSC – Volumetric Adjustments	Monthly volumetric report supporting each volumetric line item.		
Passthrough – Passthrough Charges	Excel workbook containing passthrough Charges supporting each pass-through charge item.		
SoW Transparency Information – Pre-Commitment Transparency Information		Word	As submitted
Internal Supplier Costs: Resources – T&M and Fixed Price	<p>SFIA Grade/Level of each Resource agreed between the parties.</p> <p>Quoted rates as per Table of Rates in Schedule 2.</p> <p>Number of days effort expected for both T&M and Fixed Price.</p> <p>Basis of any contingency applied for fixed price risk.</p> <p>Fixed Price - Identify Milestones and value allocated to each Milestone.</p>		
Internal Supplier Costs: Resources – Expenses - T&M and Fixed Price	<p>Basis of expenses provision, i.e. why are expenses required.</p> <p>NOTE: Expenses to continue to be charged on actuals consumed regardless of fixed or T&M.</p>		
Internal Supplier Costs: Non-resource costs (e.g. hardware/software) – T&M and Fixed Price Direct cost estimate with Requirements/Specification detailed (where specified by the	Direct cost estimate with Requirements/Specification detailed (where specified by the Supplier), Quantity, Rate per Unit and Total Cost.		

Supplier), Quantity, Rate per Unit and Total Cost			
Third Party Costs where the Supplier is managing the Third Party Costs for the Buyer– T&M and Fixed	Supplier estimate or Third Party Quotation.		
Supplier Margin on Hardware & Software	Excel spreadsheet in the form set out in the SOW Charges Template, with input costs evidenced as above, and explicit calculation of mark up in accordance with paragraph xx of Schedule 2 to reconcile to the Charge in the SOW.		
Supplier Margin on Third Party Costs	Excel spreadsheet in the form set out in the SOW Charges Template, with input costs evidenced as above, explicit calculation of mark up in accordance with paragraph xx of Schedule 2 to reconcile to the Charge in the PCN/WO.		
CCCN Transparency Information – Pre-Commitment		Word	As submitted
Internal Supplier Costs: Resources – T&M and Fixed Price	<p>SFIA Grade/Level of each Resource agreed between the Parties.</p> <p>Quoted rates as per Table of Rates in Schedule 2.</p> <p>Number of days effort expected for both T&M and Fixed Price.</p> <p>Basis of any contingency applied for fixed price risk.</p> <p>Fixed Price - Identify Milestones and value allocated to each Milestone.</p>		
Internal Supplier Costs: Resources – Expenses – T&M and Fixed Price	<p>Basis of expenses provision, i.e. why are expenses required.</p> <p>NOTE: Expenses to continue to be charged on actuals consumed regardless of fixed or T&M.</p>		
Internal Supplier Costs: Non-resource costs (e.g.	Direct cost estimate with Requirements/Specification		

hardware/software) – T&M and Fixed Price	detailed (where specified by the Supplier), Quantity, Rate per Unit and Total Cost.		
Third Party Costs where the Supplier is managing the Third Party Costs for the Buyer– T&M and Fixed	Supplier estimate or Third Party Quotation.		
Supplier Margin on Hardware and Software	Excel spread sheet in the form set out in the SOW Charges Template in Table 2 below, with input costs evidenced as above, and explicit calculation of mark up in accordance with paragraph xx of Schedule 2 to reconcile to the Charge in the SOW.		
Supplier Margin on Third Party Costs	Excel spreadsheet in the form set out in the SOW Charges Template, with input costs evidenced as above, explicit calculation of mark up in accordance with paragraph xx of Schedule 2 to reconcile to the Charge in the SOW.		

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