



**RM6100 Technology Services 3 Agreement  
Framework Schedule 4 - Annex 1  
Lots 2, 3 & 5 Order Form**

## Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 16th June 2021 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <https://www.crowncommercial.gov.uk/agreements/RM6100>. The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports; and
12. Annex 1 – HMRC Mandatory Terms (Schedule S10)
13. Annex 2 – Call-Off Contract Management
14. Annex 3 – Additional / Alternative Schedules & Clauses
15. Annex 4 – Call Off Terms
16. Annex 5 – Security Management Plan
17. Annex 6 – Pricing Form
18. Annex 7 – Implementation Plan
19. Annex 8 – Tender Response and Supporting Documents
20. Annex 9 – Tender Clarifications



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

- .1.1 the Framework, except Framework Schedule 18 (Tender);
- .1.2 the Order Form;
- .1.3 the Call Off Terms; and
- .1.4 Framework Schedule 18 (Tender).

The Supplier shall comply with the Buyer's mandatory terms as set out in Annex 1 (Schedule S10) of this Contract. For the avoidance of doubt and contrary to any other provision relating to precedence of terms in this Contract, in case of any ambiguity or conflict, the Buyer's mandatory terms in Annex 1 (Schedule S10) will supersede any other terms in this Contract.

## Section A

### General information

Contract Details	
Contract Reference:	SR664710315
Contract Title:	PPE Websols Application Development, Support and Maintenance
Contract Description:	Pre-Production Environment Web Solutions (also known as PPE Websols) is used by Customs Borders & International (CB&I) to support several services which encompass infrastructure support, application development and application maintenance. The requirement is to provide skilled resources to analyse, update and resolve incidents and problems associated with the in-scope services. Application Development to include enhancements to cover policy changes and supporting the exit from the current datacentres.
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	£7,920,000 (excl. vat)
Estimated Year 1 Charges:	
Commencement Date:	



The date of the last signature on Section E of this Order Form.

**Operational Service Commencement Date:** 01/07/2022

in relation to an Operational Service, the later of:

1) the date identified in the Operational Services Implementation Plan upon which the Operational Service is to commence; and

2) where the Implementation Plan states that the Supplier must have Achieved the relevant ATP Milestone before it can commence the provision of that Operational Service, the date upon which the Supplier Achieves the relevant ATP Milestone.

### Buyer details

#### Buyer organisation name

HM Revenue & Customs

#### Billing address

Your organisation's billing address - please ensure you include a postcode

Purchase orders and Invoices will be transacted via Ariba Network.

To facilitate payment, the Supplier shall use an electronic transaction system chosen by the Buyer and shall:

- i. register for the electronic transaction system in accordance with the instructions of the Buyer;
- ii. allow the electronic transmission of Purchase Orders and submitting of electronic invoices via the electronic transaction system.

#### Buyer representative name

The name of your point of contact for this Order

[REDACTED]

#### 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.

[REDACTED]

[REDACTED]

#### Buyer Project Reference

Please provide the customer project reference number.

SR664710315





### Supplier details

#### Supplier name

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

Fujitsu Services Limited

#### Supplier address

Supplier's registered address

22 Baker Street, London, W1U 3BW, United Kingdom

#### Supplier representative name

The name of the Supplier point of contact for this Order

[REDACTED]

#### Supplier representative contact details

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

[REDACTED]

[REDACTED]

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

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.

TBC

### 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





## Section B

### Part A – Framework Lot

#### Framework Lot under which this Order is being placed

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

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

### Part B – The Services Requirement

#### Commencement Date

See above in Section A

#### Contract Period

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

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

**Initial Term** Months

36 months

**Extension Period (Optional)** Months

12 + 12 months

#### Minimum Notice Period for exercise of Termination Without Cause

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

90 Calendar days

#### Sites for the provision of the Services



*Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third party premises.*

The Supplier shall provide the Services from the following Sites:

**Buyer Premises:**

Not applicable

**Supplier Premises:**

Service management and accounts will be delivered from Telford.  
Operational services will be delivered from Belfast

**Third Party Premises:**

Not Applicable

**Buyer Assets**

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

End User Devices

Software - Please refer to Attachment 1B Service Requirements

Network Access

Specific details of Buyer Assets will be documented during the Transition phase.

**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.*

Any standards detailed in the Attachments/ Annexes included or referenced within this Order Form or any other documents that form part of this Contract.

**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.*

In the delivery of the service, the Service Provider must ensure that the standards, best practice guidelines and approaches that are required to protect UK government assets contained in the Security Policy Framework [Security policy framework](#): protecting government assets are adhered to.

**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.*

Not Applicable

**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 (£) - £5m

Professional Indemnity Insurance (£) - £1m

### Buyer Responsibilities

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

As detailed in Attachment 1B Service Requirements

### Goods

*Guidance Note: list any Goods and their prices.*

Not Applicable

### Governance – Option Part A or Part B

Not Applicable – This schedule has been replaced with Annex 2 Call-Off Contract Management

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

The Part selected above shall apply this Contract. Where Part B is selected, the following information shall be incorporated into Part B of Schedule 5 (Change Control Procedure):

To be agreed at contract award

- for the purpose of Paragraph 3.1.2 (a), the figure shall be £2,000; and
- for the purpose of Paragraph 8.2.2, the figure shall be £100,000.





## 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"/>
S10: HMRC Mandatory Terms (Annex 1 of this Order Form)	<input checked="" 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 checked="" type="checkbox"/>
C3: Collaboration Agreement	<input checked="" type="checkbox"/>

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

#### Part C - Alternative Clauses

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.*

Part B Long form security requirements in Schedule S3 of Annex 3 shall apply to this Contract.

Supplier's security management plan is included in Annex 5 attached to this Order Form.

### **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.*

To be confirmed during the Transition phase.

### **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.*

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 at this stage

A Collaboration agreement is not required at the Commencement Date, however if during the term of this Contract a Collaboration Agreement is required, the supplier will not unreasonably withhold entering into such an agreement using the terms set out in RM6100 Collaboration Agreement.



## 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.*

[Redacted text block]

1. [Redacted]
  - [Redacted]
  - [Redacted]
  - [Redacted]
2. [Redacted]
  - [Redacted]
  - [Redacted]
  - [Redacted]
  - [Redacted]
  - [Redacted]





## 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	██████████
Job role/title	██████████
Signature	██████████
Date	22/12/2021

#### For and on behalf of the Buyer

Name	██████████
Job role/title	██████████
Signature	██████████
Date	22/12/2021



## Attachment 1 – Services Specification

**Refer to Attachments 1 as below:**

Attachment 1A	High level Overview
Attachment 1B	Service Requirements
Attachment 1C	PPE Websols Detailed Requirements
Attachment 1D	Primary Secondary Supplier Service Matrix
Attachment 1E	E2E Service Transition Acceptance Criteria



## Attachment 2 – Charges and Invoicing

### Part A – Milestone Payments and Delay Payments

Refer to Annex 6 – Pricing Form for Transition Milestones

Please note the Transition Milestones may be subject to change and will be agreed with the supplier post contract signature.

#	Milestone Description	Milestone Payment amount (£GBP)	Milestone Date	Delay Payments (where Milestone) (£GBP per day)
M1				
M2				
M3				
M4				
M5				

### Part B – Service Charges

Refer to Annex 6 – Pricing Form

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

Refer to Annex 6 – Pricing Form



## Part D – Risk Register

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 12
Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (£)	Impact (description)	Mitigation (description)	Cost of mitigation	Post-mitigation impact (£)	Owner

## Part E – Early Termination Fee(s)

During the Initial Term and any Extension Period(s), the Supplier may have cause to procure or enter into Third Party Contracts, including but not limited to Software, Licences, Physical Assets to deliver the Services for the Buyer; and accordingly, the following shall apply.

- 1.1. If, at the point of Early Termination or expiry of the Term:
  - 1.1.1. a Third-Party Contract is not assigned or novated to the Customer or a Successor Supplier; or
  - 1.1.2. a Third-Party Contract relates exclusively to Services Requirements not covered by an extension to the Term,
  - 1.1.3. The Customer shall bear the costs of such Third-Party Contracts, subject to any mitigation of such costs achievable by the Supplier using its Commercially Reasonable Efforts.
  - 1.1.4. For any Physical Assets;
    - 1.1.4.1. during the Initial Term, the Buyer will remain liable for an end of service charge for the net book value of the stranded investment cost;
    - 1.1.4.2. in the event of Early Termination during any Extension Period(s), the Supplier shall use Commercially Reasonable Efforts to redeploy/re-use the assets over a period of 3 months or by end of the Extension Period(s) whichever is sooner. If at the end of the redeployment/reuse period such assets (or a proportion of such assets) cannot be redeployed or reused, then the net-book value (at the point of termination) of such remaining assets shall be charged to the Buyer;
    - 1.1.4.3. following payment of such net book value, asset ownership will transfer to the Buyer. If the Buyer requires the physical assets to be transferred, this will be subject to decommissioning and change control processes.
- 1.2. In the event the Buyer chooses Early Termination of the Service(s), the Buyer agrees to provide written notice of its intention to terminate the services and commit to pay (in addition to that noted in 1.1) the Suppliers invoice(s) for the balance of charges due up to the end of the Initial Term or any subsequent Extension Period(s).
- 1.3 In any event, the Supplier shall not enter any third-party Contracts in 1.1.2. above without express agreement with the Buyer.



## Attachment 3 – Outline Implementation Plan

**Refer to Annex 7 – Detailed Implementation Plan as below:**

Appendix F - Transition and Implementation Plan V1_0
Plan on a Page conforming to Appendix F
Optimised Transition Plan V1.0





## Attachment 4 – Service Levels and Service Credits

Refer to Attachments 4 as below:

Attachment 4A	Service Levels
Attachment 4B	Service Level Model



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

- .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

Key Supplier Personnel	Key Role(s)	Duration
██████████	████████████████	██████████
██████████	████████████████████████	██████████
██████████	████████████████████████	██████████
████████████████	████████████████	██████████

### Part B – Key Sub-Contractors

Not applicable

Key Sub-contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/Service description	Key Sub-contract price expressed as a percentage of total projected Charges over the Contract Period	Key role in delivery of the Services

## Attachment 6 – Software

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

### Part A – Supplier Software

**This will be reviewed/ documented during the Transition Phase or Contract Period, where applicable.**

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

## Part B – Third Party Software

This will be reviewed/ documented during the Transition Phase or Contract Period, where applicable.

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>
<b>Supplier</b>	Dunn & Bradstreet – 5A1	Dunn & Bradstreet – 5A3
<b>Guarantor</b>	Not applicable	Not applicable
<b>Key Sub-contractor 1</b>	Not applicable	Not applicable

### PART B – RATING AGENCIES

#### 1 Dun & Bradstreet

- 1.1 The Credit Rating and Credit Rating Threshold will be based on the composite Worth/ Credit Rating indicators:

Financial Strength Indicator	Tangible Net Worth in £		Composite Credit Appraisal			
	From	To	High	Good	Fair	Limited
5A	35,000,000	And above	1	2	3	4
4A	15,000,000	34,999,999	1	2	3	4
3A	7,000,000	14,999,999	1	2	3	4
2A	1,500,000	6,999,999	1	2	3	4
1A	700,000	1,499,999	1	2	3	4
A	350,000	699,999	1	2	3	4
B	200,000	349,999	1	2	3	4
C	100,000	199,999	1	2	3	4
D	70,000	99,999	1	2	3	4
E	35,000	69,999	1	2	3	4
F	20,000	34,999	1	2	3	4
G	8,000	19,999	1	2	3	4
H	-	7,999	1	2	3	4
N	Negative net worth					
O	Net worth undetermined (accounts unavailable or older than 2 years)					

<b>Risk Indicator</b>	<b>Probability of Failure</b>	<b>Guide to Interpretation</b>
1	Minimum Risk	Proceed with transaction – offer extended terms if required
2	Lower than average risk	Proceed with transaction
3	Higher than average risk	Proceed with transaction but monitor closely
4	High risk	Take suitable assurances before extending credit
5	Undetermined	Insufficient Information to assign a risk indicator

## Attachment 8 – Governance

### Refer to Annex 2 – Call-Off Contract Management

For the purpose of this Contract, the following boards shall apply:

Joint Strategic Board	
Buyer Members of Joint Strategic Board (include details of chairperson)	
Supplier Members of Joint Strategic Board	
Start Date for Joint Strategic Board meetings	
Frequency of Joint Strategic Board meetings	Annual
Location of Joint Strategic Board meetings	

Joint Strategic Steering Group	
Buyer members of Joint Strategic Steering Group (include details of chairperson)	
Supplier members of Joint Strategic Steering Group	
Start date for Joint Strategic Steering Group meetings	
Frequency of Joint Strategic Steering Group meetings	Quarterly
Location of Joint Strategic Steering Group meetings	

Commercial Management Board	
Buyer Members of Commercial Management Board (include details of chairperson)	
Supplier Members of Commercial Management Board	
Start Date for Commercial Management Board meetings	
Frequency of Commercial Management Board meetings	Monthly

Location of Commercial Management Board meetings	
--	--

Operational Board	
Buyer Members of Operational Board (include details of chairperson)	
Supplier Members of Operational Board	
Start Date for Operational Board meetings	
Frequency of Operational Board meetings	Monthly
Location of Operational Board meetings	



## 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:

DPO: [REDACTED]  
Email: [REDACTED]  
Telephone: [REDACTED]

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

DPO: [REDACTED]  
Email: [REDACTED]  
Telephone: [REDACTED]

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><b>The Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"><li>To enable the supplier to manage reported incidents where the incidents relate to an external HMRC customer to validate the data the customer has supplied is in the correct format.</li></ul> <p><b>The Supplier is Controller and the Authority is Processor</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with Clause 34.2 to 34.15 of the following Personal Data:</p> <ul style="list-style-type: none"><li>Not used</li></ul> <p><b>The Parties are Joint Controllers</b></p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"><li>Not used</li></ul> <p><b>The Parties are Independent Controllers of Personal Data</b></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"> <li>Not used</li> </ul>
Duration of the processing	For the duration of the contract (3+1+1 years)
Nature and purposes of the processing	<p>The data is required to manage incidents, this will only apply where there is a need to validate the customer has supplied the data in the correct format.</p> <p>This data (Name, PID and Workplace) is already collected within the ITSM tool (Service Now/Central) DPIA 055, there are no additional copies made of this information, it is all stored within the ITSM tool. No data is saved and stored in files or directories. For any incident raised on HMRC services and is not specific to this service.</p> <p>Resources from the PPE/Websols IT Support teams working on this service will have access to this data as part of the requirements of the service purchased is that incidents and problems are updated in the departmental ITSM tool. They have been provided with login credentials by the administrators of this tool, who control access to it.</p> <p>Any personal data stored in the ITSM tool will only be used to either contact the user to gather more information about the issue that they have experienced, or to assess if this issue is affecting users in a certain location, meaning the incident could be having a bigger impact</p>
Type of Personal Data	<p>Individual contact details - name, work address,</p> <p>Corporation / business details – name, address, credentials allocated when the user has registered with the service.</p>
Categories of Data Subject	<ul style="list-style-type: none"> <li>Members of the Public</li> <li>Corporation / Business</li> <li>Members of HMRC Staff (audited for system usage)</li> </ul>
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>Destruction of data is not in scope for the Supplier.</p> <p>Data retention policies in place, data retained up to 7 years.</p>

## Attachment 10 – Transparency Reports

Title	Content	Format	Frequency
Performance	SLA performance	Excel	Monthly
Call Off Contract Charges	Charges 1. Fixed charge 2. Project/Change request <ul style="list-style-type: none"> <li>• role</li> <li>• no. days</li> <li>• rate</li> <li>• month/ year</li> </ul>	Excel	Monthly
Key Sub-Contractors	Details of supply chain subcontractors <ul style="list-style-type: none"> <li>• Supplier name</li> <li>• Service provision</li> <li>• Revenue Spend PA</li> </ul>	Word	Quarterly
Technical	Technical Documentation Review	Word or PowerPoint	Annually
Social Value Delivery	<div style="background-color: black; width: 100%; height: 10px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 100%; height: 10px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 100%; height: 10px; margin-bottom: 2px;"></div> <div style="background-color: black; width: 100%; height: 10px; margin-bottom: 2px;"></div> <ul style="list-style-type: none"> <li>• <div style="background-color: black; width: 100%; height: 10px; margin-bottom: 2px;"></div></li> <li>• <div style="background-color: black; width: 100%; height: 10px; margin-bottom: 2px;"></div></li> <li>• <div style="background-color: black; width: 100%; height: 10px; margin-bottom: 2px;"></div></li> <li>• <div style="background-color: black; width: 100%; height: 10px; margin-bottom: 2px;"></div></li> <li>• <div style="background-color: black; width: 100%; height: 10px; margin-bottom: 2px;"></div></li> </ul> <p>The parties will work together during the Transition Phase to refine the Supplier's commitments, agree appropriate metrics and define the reporting requirements.</p> <p>The new commitments for the Extension Period will be agreed prior to the contract extensions taking place.</p>		
Credits & Penalties	Include as part of the SLA Performance report	Excel	Monthly
Vulnerability Assessment Report	25% of the services covered in each review <ul style="list-style-type: none"> <li>– How the supplier has managed any Security vulnerabilities for the services in scope.</li> <li>– Code vulnerability review.</li> <li>– Infrastructure configuration vulnerability review.</li> </ul>	Word	Quarterly
Patch Compliance Reports	<ul style="list-style-type: none"> <li>– Patch and version levels for all software used.</li> <li>– Current patch available from software vendor.</li> <li>– Actions required to patch software to latest patch version.</li> </ul>	Word	Monthly