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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 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).



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Section A General information

Contract Details	
Contract Reference:	C5502
Contract Title:	Application Development Service
Contract Description:	To provide end-to-end application development and digital delivery capabilities in a multi-supplier environment working to the Buyer standards and methods.
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	[REDACTED]
Estimated Year 1 Charges:	[REDACTED]
Commencement Date: this should be the date of the last signature on Section E of this Order Form	1st February 2023

Buyer details
Buyer organisation name The Secretary of State for Environment, Food and Rural Affairs
Billing address Your organisation's billing address - please ensure you include a postcode Nobel House, 17 Smith Square, London, SW1P 3JR
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]
Buyer Project Reference Please provide the customer project reference number. C5500
Supplier details



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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 Development – 001

Guarantor details**Guarantor Company Name**

Not Applicable

Guarantor Company Number

Not Applicable

Guarantor 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 | <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

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

24 Months

Extension Period (Optional) Months

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

The Supplier shall provide the Services from the following Sites:

Buyer Premises:

Nobel House



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17 Smith Square
London
SW1P 3JR

Supplier Premises:

All Capgemini UK PLC premises

Third Party Premises:

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

Buyer Assets

Not Applicable

Additional Standards

Not Applicable

Buyer Security Policy

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



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Defra Offshoring
Questionnaire.docx

Buyer ICT Policy

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

Third Party Public Liability Insurance [REDACTED] combined with Professional Indemnity liability per event in the annual policy aggregate

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

Employer's Liability Insurance [REDACTED] per event

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

#	Description
1	The Buyer to undertake continuation of the CEDS process and agreed templates for the contracting of a new SoW until such time as the Buyer defines and both Parties agree a new SoW management process.
2	The Buyer undertakes to amend the CEDS SoW/PCN template to identify cost centre, project code and other mandated information to be applied to invoices.
3	The Buyer shall provide a single point of contact (SPoC) or nominated person for each project to scope the SoW who has the authority to work with the Supplier project lead to mutually agree the scope of the tasks to be undertaken by the Supplier team.
4	The Buyer shall assign appropriate technical, business or other identified resources to define the scope of the SoW.
5	The Buyer shall provide a list of the internal stakeholders to be consulted in delivery of each SoW.
6	The Buyer will manage communications with the business and other internal stakeholders to be consulted in the delivery of this SoW.
7	The Buyer will ensure that Stakeholders provide input and review feedback in a timely manner.
8	The Buyer will ensure that all document reviews are completed and returned within 5 Working Days of issue by the Supplier.
9	The Buyer will ensure that Stakeholders provide input and are made available to attend agreed meetings (via Teams calls or in person) to secure the information required regarding the current systems and processes.
10	The Buyer will support agile delivery with in-sprint reviews and approvals, provide business input to backlog prioritisation and sprint planning.



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11	The Buyer will provide copies of supporting business documentation/processes needed to scope the SoW.
12	The Buyer will ensure that the Supplier receives timely updates and accurate demand running forecasts to source and maintain capacity.
13	The Buyer will ensure that the Supplier is provided with timely access to end users or their representatives to assure the validity and applicability of proposed solutions.
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.
20	The Buyer shall ensure that the Supplier is granted access to Security services and support provided under a separate Buyer's Call-Off contract.

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.



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Change Control Procedure – Option Part A or Part B

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

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

The Part selected above shall apply this Contract.

Section C

Part A - Additional and Alternative Buyer Terms

Additional Schedules and Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.

Part A – Additional Schedules

Guidance Note: Tick any applicable boxes below

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

Part B – Additional Clauses

Guidance Note: Tick any applicable boxes below

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

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

Part C - Alternative Clauses

Guidance Note: Tick any applicable boxes below



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The following Alternative Clauses will apply:

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

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

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

Additional Schedule S3 (Security Requirements)

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

Additional Schedule S4 (Staff Transfer)

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)

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:



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Section D Supplier Response



AD_Response_Defra_
Final v2.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



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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

Date Signed: 23/12/2022

For and on behalf of the Buyer
Buyer_Signature

Date Signed: 23.12.2022



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Attachment 1 – Services Specification



AD Specification of ANNEX 1- Catalogue
Requirements Final.docx

offer Application Serv



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Attachment 2 – Charges and Invoicing

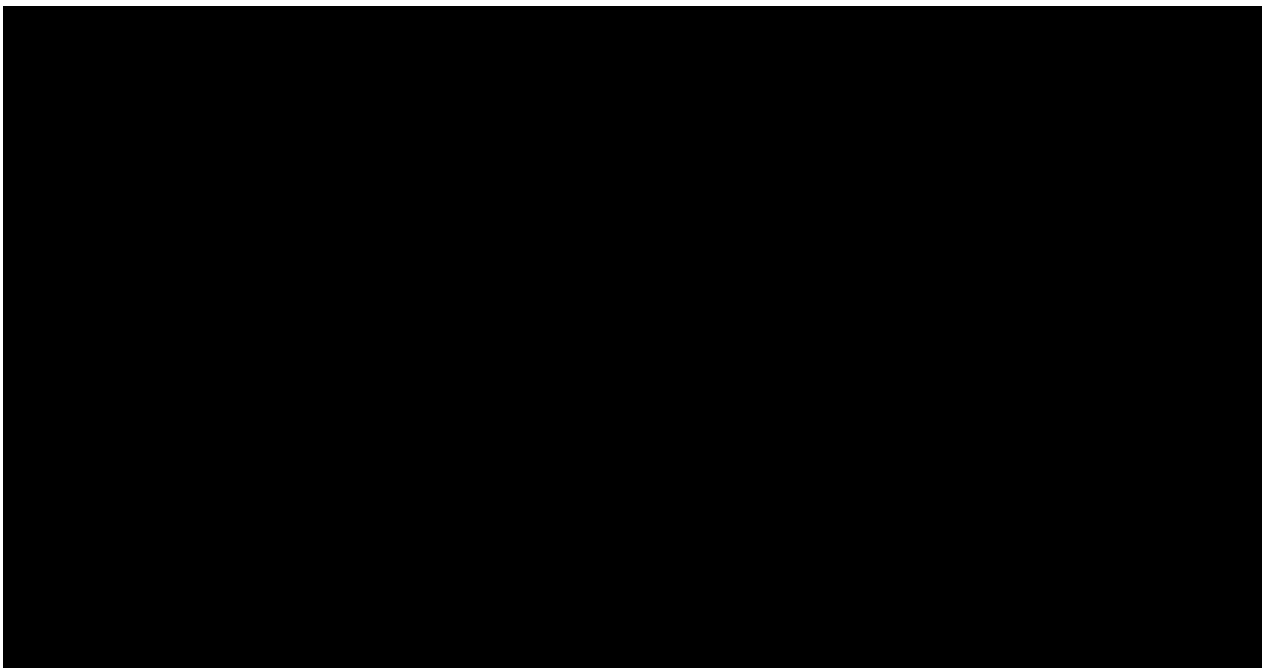
Part A – Milestone Payments and Delay Payments

To be applied at Statement of Work level in agreement by both parties.

Part B – Service Charges

The Supplier will provide invoicing in accordance with Schedule 2 – Charges and Invoicing with the following additional requirements:

1. Invoices will be provided by working day 7 following the end of each month in which the work was carried out and with full supporting information e.g. Third Party and expenses
2. The invoices for Time and Materials contracts will include actual days for each SFIA Grade/Level of resource used multiplied by rates as per Table of Rates and provide complete breakdowns of costs across both cost centres, correct project codes and other mandated invoice allocations as required.
3. Additional project time booking information for Time and Materials contracts will be provided by working day 9 following the month in which the work was carried out to include where the time was worked across the month, apportioned into SoW, cost centres and project codes (the Billing Sheets)
4. The Supplier will issue charge rate changes for approval by the Buyer in writing prior to any invoicing approvals





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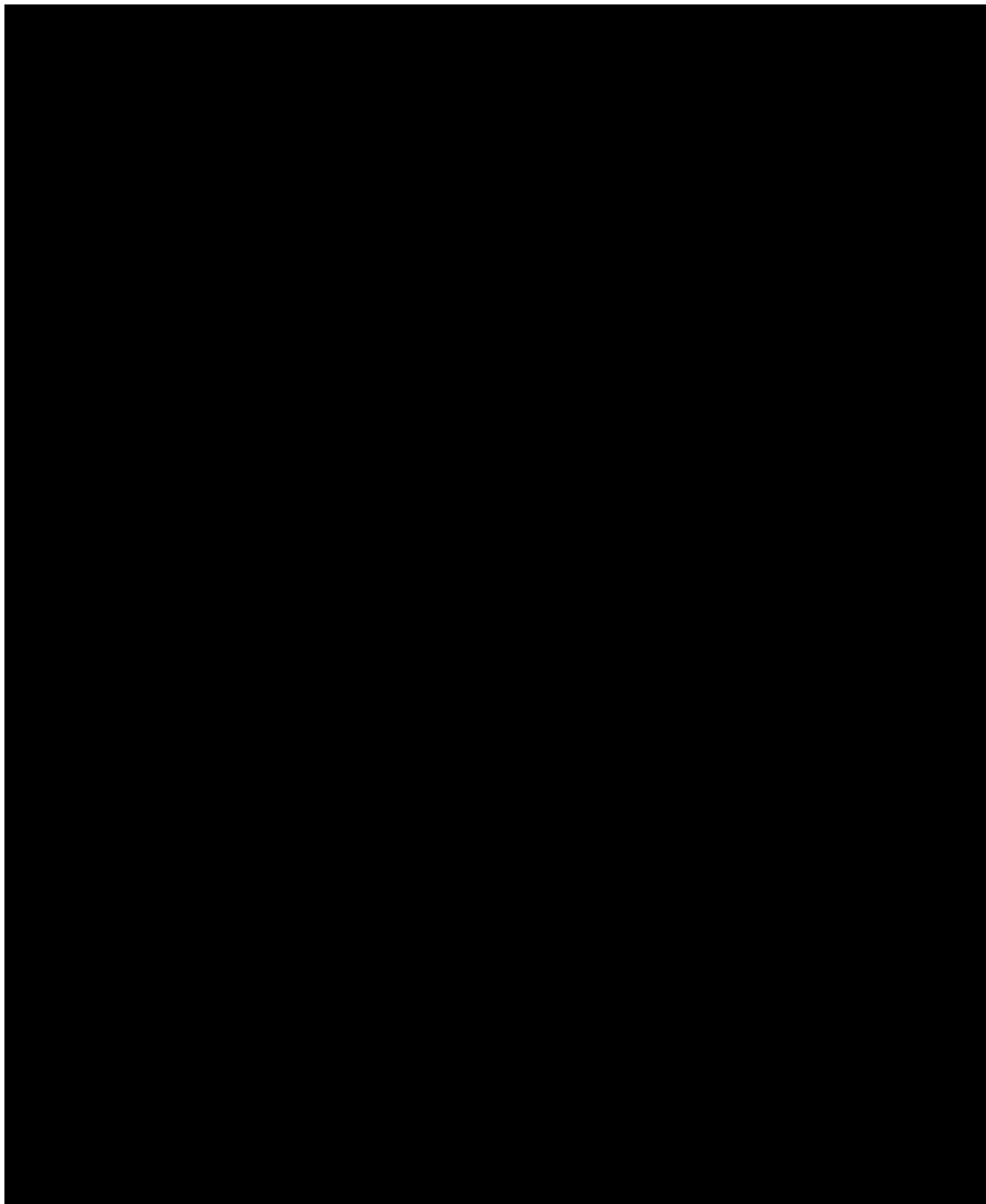
9. Where possible any licence that is procured by the Supplier should be procured in the Buyer's name or have the ability to be novated.

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

UK Rate Card

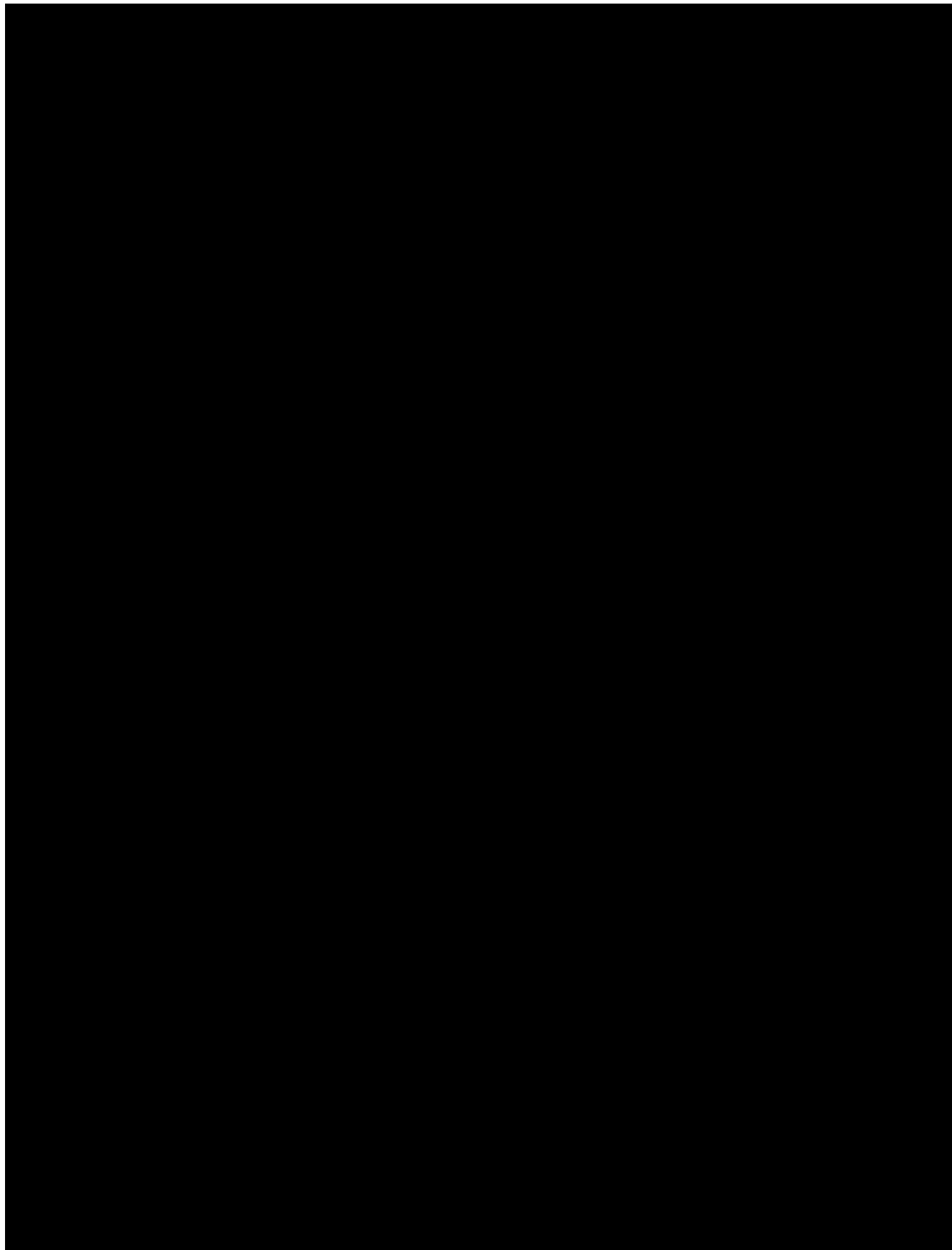


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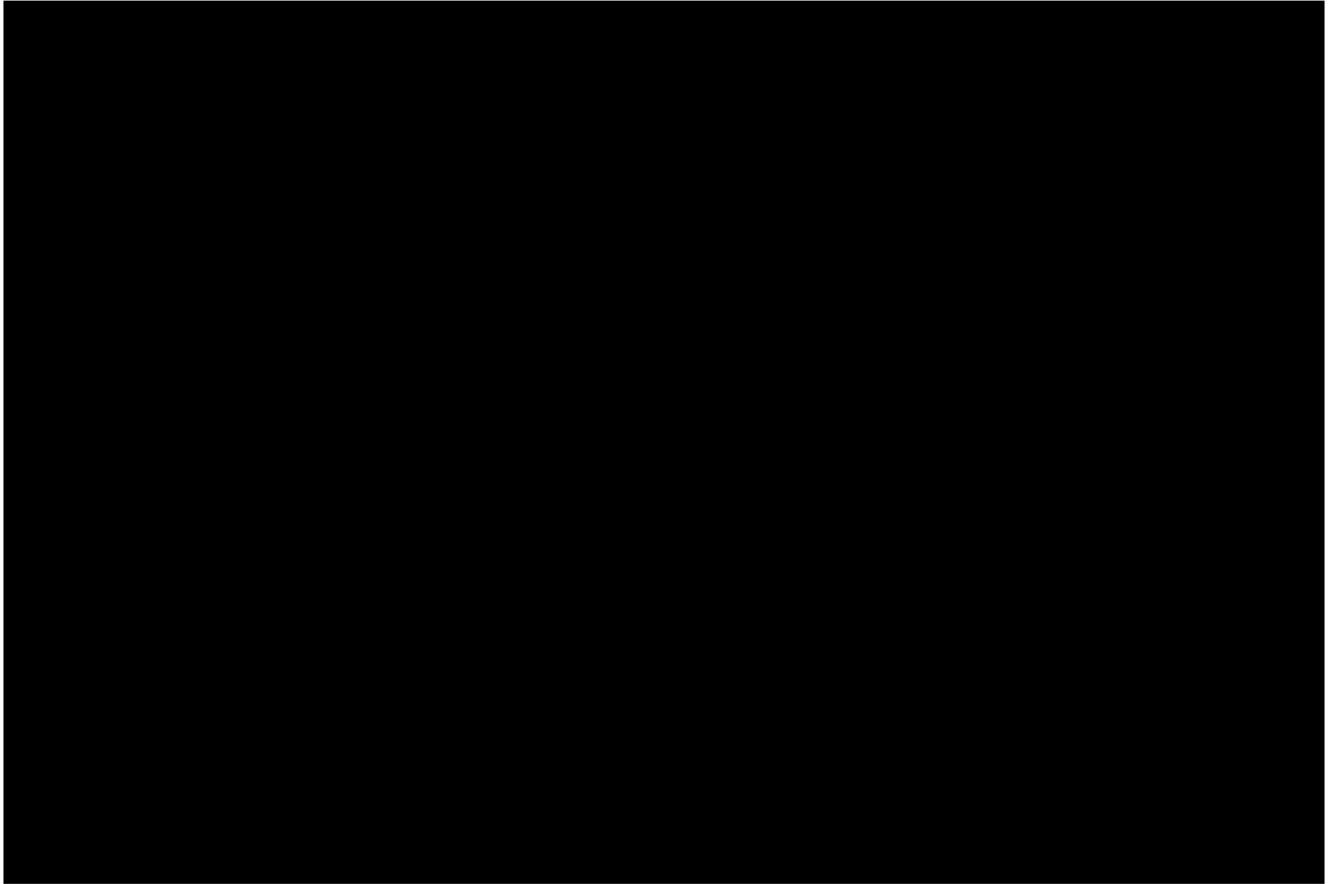


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1.

Part D – Risk Register

#	Risk/Assumption	Owner	Mitigation
R1	IF key stakeholders are not available for consultation, expert advice, domain knowledge and deliverables review, THEN delivery timelines and/or costs may exceed agreed budget.	Joint	<ol style="list-style-type: none"> 1. Supplier to provide reasonable notice of stakeholder access needs. 2. Both Parties to make and document working assumptions in project SoWs. 3. Project timescales and/or cost impact to be subject to project change control.
R2	IF incorrect and/or missing specification requirements are supplied, THEN the Supplier	Buyer	<ol style="list-style-type: none"> 1. Buyer SoW request to be peer reviewed prior to submission to the Supplier, with appropriately

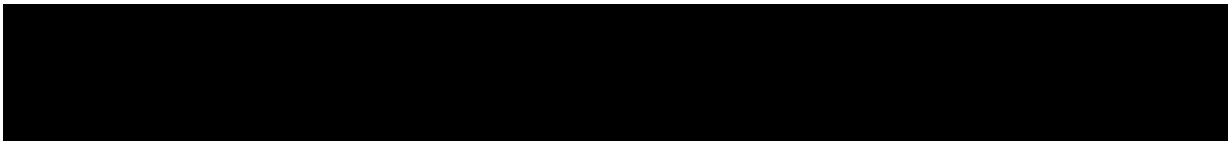


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	response may not reflect the true delivery cost and time to complete.		<p>qualified SME's and business areas to consulted and approve the request for the stated scope and requirements.</p> <p>2. Positive handover of SoW request to be completed by the Buyer with the Supplier in order to verify and confirm requirements will meet the desired outcome.</p>
R3	IF there is no awareness of future project requirements, THEN the Supplier may not be able to respond to requests or mobilise projects in the Buyer desired timescales.	Joint	<p>1. Buyer to provide a regular forward view of Supplier demand.</p> <p>2. Supplier to maintain forward resource profile based on Buyer demand.</p> <p>3. Both Parties to collaborate on developing a suitable skilled and knowledgeable talent pool for known future project requirements.</p>
R4	IF the skills and knowledge required do not match Supplier capability and/or are in industry short supply, THEN the Supplier may not be able to respond to requests or mobilise projects in the Buyer desired timescales.	Joint	<p>1. Supplier to maintain forward resource profile based on Buyer demand and seek to source key skills.</p> <p>2. Both Parties to collaborate on developing a suitable skilled and knowledgeable talent pool for known future project requirements.</p>
R5	IF the specification and agreement of SoWs are delayed, THEN the Supplier may not be able to mobilise projects and the Buyer desired project timescales may not be achieved	Joint	<p>1. Both Parties to collaborate on the agreement of reasonable timescales and content required to enable projects to start.</p> <p>2. Both Parties to monitor and report on performance against agreed SoW timescales.</p>
R6	IF a Subcontractor does not accept the flow downs from the Call Off Contract despite the	Buyer	<p>1. Supplier to make reasonable endeavours to flow down terms and conditions.</p>



	Supplier's reasonable endeavours then there is a risk that the Supplier may not be able to enforce its Call Off Contract obligations upon the subcontractor.		
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Attachment 3 – Outline Implementation Plan

1. The Application Development 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 delivery services and align the projects and governance with the new DDTS Major Project and Digital Delivery portfolio.
2. All in-flight project(s) that will continue after 31st March 2023 will be transferred via the SoW process onto this new Call Off Contract unless otherwise agreed by the Parties. All delivery outcomes not already realised / delivered will be transferred.
3. Projects planned to start after the 1st of February 2023 will be under the terms and conditions of this agreement.
4. During the first 90 days after the Commencement Date, the Supplier will review Defra policies process or other activity to be agreed to ascertain if it has any unforeseen operational or financial impact upon the Supplier. In the event of such an occurrence, the Supplier reserves the right to reasonably revise its charges and/or its operational timetables accordingly.

Indicative Implementation Plan			
Contract and Commercial Milestones			
C1 - Commercial Agreement in Place	0 days	Fri 16/12/22	Fri 16/12/22
C2 - Contract Start Date	0 days	Wed 01/02/23	Wed 01/02/23
Supplier Mobilisation	110 days	Mon 21/11/22	Tue 06/06/23
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
Finalise Implementation Plan	10 days	Mon 09/01/23	Fri 20/01/23
Implement AD Service Infrastructure	30 days	Mon 23/01/23	Fri 03/03/23
Set-up/update Governance Forums	20 days	Mon 23/01/23	Fri 17/02/23
Agree Sustainability Reporting	20 days	Mon 23/01/23	Fri 17/02/23
Compile list of in-flight projects for transfer	10 days	Mon 09/01/23	Fri 20/01/23
Onboarding of in-flight projects	40 days	Wed 01/02/23	Tue 28/03/23
Preparation of AD Service Quality Plan	30 days	Mon 23/01/23	Fri 03/03/23
Preparation of AD Service Security Plan	30 days	Mon 23/01/23	Fri 03/03/23
Implement Demand Management Processes	40 days	Wed 01/02/23	Tue 28/03/23
Implement SOW Management Processes	40 days	Wed 01/02/23	Tue 28/03/23
Review Client Policies/Processes and align	90 days	Wed 01/02/23	Tue 06/06/23
Review Gain Share Models and Options	90 days	Wed 01/02/23	Tue 06/06/23
Implementation Review & Sign-off	5 days	Wed 29/03/23	Tue 04/04/23
Mobilisation Complete	0 days	Tue 04/04/23	Tue 04/04/23

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



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Attachment 4 – Service Levels and Service Credits

The Supplier shall use reasonable skill and care in the provision of the Services and proposes the following indicators for regular, monthly, assessments of performance:

Theme	KPI	Definition
Quality	Information quality	The Supplier's demonstration of progress and quality of reporting artefacts i.e., show and tells, sprint review, agile ceremonies and reporting, RAID support.
Quality	Talent utilisation	The level of Supplier staff technical suitability for required roles, how well the Supplier team is integrated and work is done collaboratively and openly.
Quality	Contractual compliance	The level of compliance to the relevant contract / SoW / framework / SLAs.
Cost	Spend vs Forecast	Budget variance against plan and value for money
Cost	Continuous improvement	The level of thought leadership in action, valuable lessons learned captured and shared, innovative ideas shared and implemented across the team(s) / project(s).
Cost	Invoicing	The level of (planned) overtime use, the timely receipt of, good quality, invoicing data, SoW and timesheet accuracy.
Timeliness	Milestones	The level of say vs do, promise dates met, burndown and progress achieved against the plan.
Timeliness	Talent availability	The Supplier ability to provide teams with the right technical and people skills and efficiently manage resource turnover. Levels of unplanned absences, insufficient staff and attrition.
Timeliness	Responsiveness	The Supplier's ability dealing with live incidents and problems. Timely request acknowledgement and/or query closure. Timely data or deliverable provision. Account management issue resolution. Risk recognition & mitigation

Indicators for regular, monthly, assessments of performance.



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Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

Third Party Subcontractors will be named within any agreed SoW, where it is deemed necessary for the supplier to fulfil its obligation under the SoW.

Apply any agreed margin to all Third Party Subcontractors costs as part of the invoicing process.

Part A – Key Supplier Personnel

Not Applicable

Part B – Key Sub-Contractors

Not Applicable

Attachment 6 – Software

Any software required will be specified at SoW level.

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:

Project Management Delivery Board	
Buyer Members of Project Management Delivery Board (include details of chairperson)	tbc
Supplier Members of Project Management Delivery Board	tbc
Start Date for Project Management Delivery Board meetings	tbc
Frequency of Project Management Delivery Board meetings	tbc
Location of Project Management Delivery Board meetings	tbc

Supplier Performance Review	
Buyer members of Supplier Performance Review (include details of chairperson)	tbc
Supplier members of Supplier Performance Review	tbc
Start date for Supplier Performance Review meetings	tbc
Frequency of Supplier Performance Review meetings	tbc
Location of Supplier Performance Review meetings	tbc

Demand Management Review	
Buyer Members of Demand Management Review (include details of chairperson)	tbc
Supplier Members of Demand Management Review	tbc
Start Date Demand Management Review meetings	tbc
Frequency Demand Management Review meetings	tbc
Location of Demand Management Review meetings	tbc

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

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

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

Email: [REDACTED]

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>The Buyer will confirm if any Personal Data and Sensitive Personal Data to be processed at SoW level</p>
Duration of the processing	The Buyer will confirm if any Personal Data and Sensitive Personal Data is to be processed at SoW level and will be allowed for the contract term.
Nature and purposes of the processing	<p>The Supplier does not anticipate that any personal data will be processed through the delivery of this service. The scope of this service is application development and testing and so does not routinely include the processing of personal data. However:</p> <ul style="list-style-type: none"> There may be occasions where dummy or obfuscated data are utilised during testing activities, but none of these data are anticipated to be Personal Identifiable Information Data. There may be occasions where live data is migrated between data stores during a cutover activity. If these data are likely to be categorised as personal data, then the Buyer shall specify any data processing obligations in the commissioning SoW for that activity
Type of Personal Data	To be confirmed at SoW level.

Categories of Data Subject	To be confirmed at SoW level.
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>If applicable at the SoW level, the 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.</p> <p>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.</p>

Attachment 10 – Transparency Reports

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

Title	Content	Format	Frequency
[Performance]			
Open Book Data		Excel	Quarterly
Invoicing Transparency Information:		Word/PDF /Excel/Email	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	Basis of expenses provision, i.e. why are expenses required.		

	NOTE: Expenses to continue to be charged on actuals consumed regardless of fixed or T&M.		
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 Supplier), Quantity, Rate per Unit and Total Cost	Direct cost estimate with Requirements/Specification on 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 & 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. hardware/software) – T&M and Fixed Price	Direct cost estimate with Requirements/Specification 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