



**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 [REDACTED] 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 [REDACTED]. 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:

- .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).

Section A General information

| | |
|--|---|
| Contract Details | |
| Contract Reference: | [REDACTED] |
| Contract Title: | Shared Applications Service – Application Development & Support Partner |
| Contract Description: | Shared Applications Service – Application Development & Support Partner |
| 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 | 17/04/2023 |

| |
|---|
| Buyer details |
| Buyer organisation name [REDACTED] |
| Billing address Your organisation's billing address - please ensure you include a postcode [REDACTED] |
| 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. [REDACTED] |

| |
|-------------------------|
| Supplier details |
|-------------------------|

**Supplier name**

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

Supplier address

Supplier's registered address

Supplier representative name

The name of the Supplier point of contact for this Order

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.

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

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

[Click here to enter text.](#)

Guarantor details**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 checked="" type="checkbox"/> |
| 2. TRANSITION & TRANSFORMATION | <input checked="" 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

[REDACTED] [REDACTED]
[REDACTED]

Minimum Notice Period for exercise of Termination Without Cause 90 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:

Supplier Premises:



Third Party Premises:

[None]

Buyer Assets
Not Applicable

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.

The technical standards required for this Call-Off Contract are:

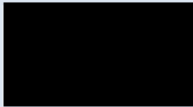
- (a) Home Office Digital Strategy
[Redacted]
- (b) Home Office Technology Strategy
[Redacted]
- (c) Government Service Design Manual
[Redacted]
- (d) HMG Security Policy Framework
[Redacted]
and also the Government Security Classification Policy
[Redacted]
- (e) CESG Policies and Guidance
- (f) Home Office Technology Principles and Standards – Enterprise Architecture
[Redacted]



Compliance Requirements

The Supplier agrees:

- 1.1 In order to ensure transparency, fairness, non-discrimination and equal treatment in relation to its procurement process the supplier will sign the **Ethical Behaviour agreement** along with the Order Form



- 1.2 That, for the avoidance of doubt, the Supplier has granted the Customer licenses to use and to sub-licence various items including but not limited to Documentation, Project Specific IPR and Supplier Background IPR in accordance with clause 22 of the Call Off Contract.
- 1.3 Without limitation, to Deliver the Services in accordance with the Documentation contained within 'Data Room.zip' as provided in the ITT and updated by the Customer from time to time during the term.

2. Knowledge Transfer and Training

- 2.1 Notwithstanding the obligations under this contract, the Supplier shall conduct knowledge transfer and training of Customer and/or third-party personnel as appropriate, related to all aspects of its delivery of the Services.
- 2.2 In particular, at the end of the Contract Period, it is expected that the Supplier will have completed knowledge and skills transfer to Civil Servants.
- 2.3 Knowledge transfer should be a continual activity in relation to 'seeding' and onboarding services to Civil Servants to enable key Customer objectives and will be linked to those knowledge transfer activities referred to within both the Service Description and SAS ASP WP 1 – On-boarding.
- 2.4 Save and store all information collated as part of the Services within a Customer agreed location and as part of an agreed structure that may including a shared drive and/or SharePoint location.

3. Delivery of Work Packages

- 3.1 All Additional Services provided under this Call Off Contract will be specified in a Work Package (WP) unless otherwise agreed. Work Packages are subject to this Call Off Contract. In the event of any conflict between this Call Off Contract and a Work Package, this Call Off Contract shall take precedence.
- 3.2 The Order Form will be based on multiple WPs with the first WPs as defined in the ITT and Supplier response. There will be no commitment to any further WPs and the Customer



reserves the right to reduce or increase the scope of the Work Package and/or Support Services published in the ITT.

- 3.3 For any future initiatives, the Customer will identify the set of high-level requirements.
- 3.4 On the Customer's direction, the Supplier will produce a proposal against identified requirements using agreed rates and pricing methods within 10 days of the receiving the request where applicable, based on the same principles and approach as outlined in the supplier response to the ITT. Fixed price based on Milestones and associated Deliverables will be the preferred method for future WPs but, consideration will be given to capped Time and Materials if deemed appropriate by the Customer. For the avoidance of doubt, all additional Work Package shall be agreed by the Parties prior to the commencement of any work. For each additional WP, the applicable Call Off Contract Charges (in accordance with the charging method in the Order Form) will be calculated using some or all or a combination of the following:
 - 3.4.1 the fixed price, target or capped price with Milestones and Deliverables.
 - 3.4.2 the agreed relevant rates for Supplier staff or facilities, which are inclusive of any applicable expenses and exclusive of VAT and which were submitted to the Customer during the Further Competition that resulted in the award of this Call Off Contract. The capped SFIA Day Rates are fixed for the duration of the Call Off Contract.
 - 3.4.3 the number of days, or pro rata for every part of a day, that Supplier staff or facilities will be actively providing the Services during the term of the WP.
- 3.5 Where requested, the Supplier will provide a detailed breakdown of rates, inclusive of expenses and exclusive of VAT, with sufficient detail to enable the Customer to verify the accuracy of the Call Off Contract Charges incurred.
- 3.6 The detailed breakdown for the provision of Services during the term of the WP will include (but will not be limited to):
 - 3.6.1 a role description per Supplier Staff;
 - 3.6.2 SFIA Grade and Day Rate;
 - 3.6.3 a facilities description;
 - 3.6.4 the agreed relevant rate per day or agreed Milestone payment;
 - 3.6.5 any expenses, which are in line with the Customer's expenses policy;
 - 3.6.6 the number of days, or pro rata for every part day, they will be actively providing the Services during the term of the Work Package.
- 3.7 The Supplier will also provide a summary which is to include:
 - 3.7.1 Total value of this WP;
 - 3.7.2 Overall Call Off Contract value;
 - 3.7.3 Remainder of value under overall Call Off Contract Charge
Where: Remainder of value under overall Call Off Contract Charge = overall Call Off Contract value - sum of total value of all WPs invoiced;
 - 3.7.4 Whether there is any risk of exceeding Overall Call Off Contract value (and thereby requiring a Contract Variation to continue delivery of Services)



3.8 If a capped or fixed price has been agreed for a WP:

3.8.1 The Supplier will continue at its own cost and expense to provide the Services even where the agreed price has been exceeded; and

3.8.2 The Customer will have no obligation or liability to pay for the cost of any Services delivered relating to this Order after the agreed price has been exceeded.

3.8.3 Risks or contingencies will be included in the Charges.

3.9 Any changes to the Supplier staff should be agreed with the Customer.

3.10 Multiple WPs can operate concurrently.

3.11 The Supplier shall keep accurate records of the time spent by the Supplier staff in providing the Services and will provide records to the Customer for inspection on request.

3.12 The programme assurance team and commercial team will review the proposal and decide if the proposal addresses the programme needs, offers on-going value for money and can be accepted to deliver the next WP.

3.13 Deliverables and associated Acceptance Criteria will be defined and included for each Work Package.

3.14 A WP will only be deemed accepted when signed by both Parties.

3.15 The first Work Package (SAS ASP WP 1 – On-boarding) has been provided in the ITT and the Supplier agrees to deliver these in accordance with their response to the ITT and deemed accepted on signature of this Order Form unless otherwise amended by the Customer.

4. Acceptance Criteria

4.1 Notwithstanding the provisions of the Call Off Terms, unless otherwise defined for specific Deliverables and/or Work Package, the Acceptance Criteria for the Deliverables are as specified below:

4.1.1 All Deliverables shall be error free, conform to the specifications and documentation, and as per the Customer's requirements.

4.1.2 The Supplier shall provide clear responses to all valid queries raised by the Customer within five (5) Working Days of delivery of the Deliverable.

4.1.3 All Deliverables shall contain accurate representation of current Customer Data, as advised by the Customer.

4.2 For the Avoidance of doubt, Paragraph 4.1 applies to SAS ASP WP 1 – On-boarding

5. Acceptance Procedures

5.1 The Customer will aim to confirm acceptance of the Deliverable / Milestone or notify the Supplier of any failure of the Deliverable / Milestone to achieve Acceptance within ten (10) Working Days following receipt of each Deliverable / Milestone.

5.2 Following receipt of any Deliverables from the Supplier, the Customer will either:

5.2.1 Notify the Supplier that the Customer does not approve some or all of the Deliverables / Milestones provided, citing specific areas of inaccuracy and / or gaps in such



Deliverables / Milestones and any other issues that the Customer may have with respect to non-conformance of the Deliverable / Milestone to specifications; or

- 5.2.2 Approve such Deliverables / Milestones by notice in writing in the form of a Satisfaction Certificate (which may be by email). For the avoidance of doubt, Customer approval can only be provided by either of the following nominated Customer Representatives:



- 5.3 Upon receipt of feedback from the Customer in accordance with the foregoing paragraph 5.1 and 5.2, the Supplier will revise the relevant Deliverables / Milestones in accordance with such feedback and resubmit to the satisfaction of the Customer such Deliverables / Milestones for the Customer's approval within five (5) Working Days. If the Deliverables and Milestones are not resubmitted to the satisfaction of the Customer, the Customer may require the Supplier to re-submit within another five (5) Working Days, after which section 5.5. below shall apply.
- 5.4 In accordance with the contract, all Milestones whether identified as Work Package Milestones or Payment Milestones will be subject to written approval in the form of a Satisfaction Certificate by the nominated Customer Representative.
- 5.5 The Customer shall have all remedies available to it at law or equity for any Deliverables or Milestones not conforming to required specifications and/or Acceptance Criteria. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure.

6. Non-Exclusivity

- 6.1 The Order Form does not provide any exclusivity over Services or any future SAS related services and the Customer, at their sole discretion, may choose to deliver and procure Services or future SAS related services as they alone deem appropriate including without limitation, use of Civil Servants or additional Application Support Partners.

7. TUPE

- 7.1 It is the Customer's view that on commencement of this Call-Off Contract the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") is unlikely to apply to this Contract. However, the Authority makes no representations or warranties in this regard and is not liable for this opinion. All potential Suppliers should obtain their own legal advice on the applicability of TUPE to the services provided pursuant to this Contract.
- 7.2 The Customer is of the view that TUPE may or may not apply upon termination in whole or in part of this Call-Off Contract on exit.
- 7.3 The basis upon which the Customer and the Supplier enter into and exit this Call-Off Contract, including their respective obligations and liabilities, can be found in Annex 3 of Framework Schedule 4, S4: Staff Transfer which applies to this Call-Off Contract. For the avoidance of doubt, this Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 RM6100-Lots-2-3-and-5-Additional-and-Alternative-Terms-and-Conditions-v2.00.



8. Governance

- 8.1 For the duration of the Term, and within 10 days of contract signature, the Supplier shall provide a single point of contact to act as a strategic lead accountable for successful delivery of this contract and to act as the strategic partner.
- 8.2 Other governance as detailed and defined in the Support Services and /or Work Packages.
- 8.3 The Supplier will schedule the following meetings and reports to monitor the service and contract performance.

9. Meetings:

| Meeting | Purpose | Frequency | Attendees |
|-----------------------------|--|--------------------------------------|---|
| Executive | Provide strategic oversight and direction to the programme, review overall performance and manage escalations that cannot be resolved through operational governance | Monthly | <ul style="list-style-type: none"> TBC |
| Delivery review | Programme updates on Services, Milestones, Deliverables and Implementation Plan. | Fortnightly | <ul style="list-style-type: none"> TBC |
| Regular Service Meetings | As defined in WP 09 – SAS Governance including without limitation Monthly Service Review Boards | As defined in WP – 09 SAS Governance | <ul style="list-style-type: none"> TBC |
| Contract performance review | Customer feedback on contract performance with continued focus on demonstrating on-going value for money and continuous improvement | Monthly | <ul style="list-style-type: none"> TBC |



10. Reports

- 10.1 The Supplier will complete and issue performance updates including without limitation, progress updates on Deliverables and Milestones against the Implementation Plan ahead of Delivery review meeting on monthly basis to the nominated Customer Representatives and the Home Office commercial managers. The format of the updates shall be agreed within the 30 days contract signature.
- 10.2 The Supplier shall complete a Balanced Scorecard report each month 3 working days in advance of the monthly Executive Meeting. The Customer has provided guidance and a template as inputs to the Further Competition. The Parties shall agree the detailed requirements within 30 days of contract signature.
- 10.3 Reports (or inputs) as defined in the ITT Data Room folder 'WP09 - SAS Governance - Terms of Reference'. For the avoidance of doubt, this will be enhanced, refined and matured with the Supplier through Delivery of the Services.
- 10.4 Other Reports as detailed and defined in the Support Services and /or Work Packages.

Buyer Security Policy

See links in Additional Standards section above.

Buyer ICT Policy

See links in Additional Standards section above

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 (£) - As per Framework Agreement

Professional Indemnity Insurance (£) - As per Framework Agreement

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

| Description | Consequence of Buyer not meeting Buyer Responsibility |
|---|---|
| The Buyer to arrange system access, ID card, premises access, work space, etc for Supplier resources by start of the programme, if resources are required at Buyer site | The work package milestone(s) may be impacted |



| | |
|---|---|
| Buyer will provide the relevant tools and licenses - as specified in the ITT and Clarification Response documents - required to perform the transition, support, optimisation and knowledge transfer activities. Further, full access to all underlying infrastructure sources (AWS, Crown Hosting, etc.) will be provided to Supplier | The work package milestone(s) may be impacted |
| Supplier resources will be provided standard laptop with standard office tools and corporate security features. Any additional security features/settings required to perform SAS specific work will be arranged by Buyer. | The work package milestone(s) may be impacted |
| Supplier will have access to application code for performing transformation related activities | The optimisation target(s) may be impacted |
| Buyer will ensure that all relevant Buyer, incumbent resources and required documentation are available as per the agreed transition plan. | The work package milestone(s) may be impacted |
| <p>Each of five suppliers' Change Assessment Workbooks contains a worksheet '3b Service Scope' that specifies event management for all in-scope supplier products and active monitoring for supplier 4 & 5 products is not performed by current suppliers.</p> <p>Buyer shall facilitate event management and monitoring requirements required to support and optimise the in-scope products.</p> | The work package milestone(s) may be impacted |

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.

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.

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):

- for the purpose of Paragraph 3.1.2 (a), the figure shall be £[insert details]; and
- for the purpose of Paragraph 8.2.2, the figure shall be £[insert details].



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

Part B – Additional Clauses

Guidance Note: Tick any applicable boxes below

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.

Additional Schedule S4 (Staff Transfer)

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

[Not Applicable]

Additional Clause C1 (Relevant Convictions)

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

[Not Applicable]

Additional Clause C3 (Collaboration Agreement)

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

[Not Applicable]

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

[Not Applicable]



Commercially Sensitive information

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.*

[illegible]



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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

| | |
|----------------|--|
| Name | |
| Job role/title | |
| Signature | |
| Date | |

For and on behalf of the Buyer

| | |
|----------------|--|
| Name | |
| Job role/title | |
| Signature | |
| Date | |



Attachment 1 – Services Specification

1. The Customer requires an Application Development & Support Partner (Supplier) to, without limitation, on-board Products and Services (initially as detailed in the provided Change Assessment Workbooks) plus provide Application Support and Maintenance services (Support Services) as well as Application Development and DevOps services.
2. By establishing Shared Applications Service (SAS) for the development, maintenance and support of all products across the Home Office (Customer Estate), SAS in conjunction with the Application Development & Support Partner will deliver a mature, effective and efficient capability, bringing convergence between the Portfolios and allowing DDaT to:
 - 2.1. Scope, develop, build, deploy and operate applications or Products as part of multi-disciplinary product teams;
 - 2.2. Support, maintain, enhance and decommission or replace products/applications and software.
 - 2.3. Introduce technical, commercial and cultural convergence across the Home Office so, SAS can deliver:
 - 2.3.1. Lower cost of managed service support through consolidating, optimising and reducing the number of contracts;
 - 2.3.2. Lower cost of providing support through resource optimisation;
 - 2.3.3. Convergent technical and commercial landscape through standardised processes, technologies, tools and teams;
 - 2.3.4. Increased agility enabling more rapid deployment of new applications and capabilities in response to changing business requirements;
 - 2.3.5. Improved design, development and testing of applications, leading to more secure and resilient applications;
 - 2.3.6. Increased and improved internal Home Office products/application development and support capabilities through the transition of skills and expertise in-house.
 - 2.4. The realisation of this vision and the associated benefits will require a joint endeavour across the business. Change and transition activities will need to occur across all areas of DDaT, with a collective responsibility to ensure a smooth transition to the new operating model.
3. Without limitation, the Services may include:
 - 3.1. Strategy**
 - 3.1.1. Working with the Customer to evolve and enhance the SAS Function (and associated functions) technology strategy.

3.2. Service Design



- 3.2.1. Working with the Customer in the identification, evolution and design of technology services including a SAS Function service delivery model, resources, processes and assets to meet current and future SAS Function service needs and demand. This may include auditing current service provision, continuous service improvement and developing new services.

3.3. Transition and Transformation

- 3.3.1. Transition and transformation services which supports the implementation of new services, service providers, architectures or processes in line with the Customer specifications and/or services strategy, with minimal risk and impact to the organisation. The Supplier shall conduct the process in a cost effective and timely manner. The service(s) may be new, modified, enhanced or the retirement of a service(s).
- 3.3.2. This may include:
 - 3.3.2.1. transition from one operational site(s) and/or service provider(s) to an alternative and/or insourcing of previously outsourced services.
 - 3.3.2.2. The identification of the transition/transformation success factors and their measurement.
 - 3.3.2.3. Risk analysis and risk management.
 - 3.3.2.4. Audit and due diligence activities for the Customer's estate.
 - 3.3.2.5. Project and programme management, including planning, delivery and reporting.
 - 3.3.2.6. Implementing and managing the transition/transformation process and coordination of resources, potentially across a multi supplier environment.
 - 3.3.2.7. Post transition/transformation review to identify if the objectives, success factors and benefits have been met and realised.
 - 3.3.2.8. Legacy service decommissioning and disposal, including planning, delivery and coordination of activities.

3.4. Application and Data Management

- 3.4.1. The services, processes and tools needed to manage the provisioning, capacity, performance, security and availability of the technology environment. Delivering at the right quality and at competitive costs. All services shall allow for change management within their delivery. Services may be delivered in line with IT Service Management Models (ITSM) such as ITIL, Cobit, ISO/IEC 20000-1 or others, as required by the Customer including provision of the following services:
 - 3.4.1.1. Data Warehouse, Database and Data Management
 - 3.4.1.1.1. Data, database and middleware management and integration practices, architectural techniques and tools for achieving consistent access to data across the technology estate. The services shall meet the data consumption requirements of all other services, applications



and business processes. This is inclusive of installation, configuration, management and support (1st or 3rd party) of databases. Activities include data extraction, translation, transfer, conversion and backup and recovery.

3.4.1.2. Applications Management and Support

3.4.1.2.1. A wide variety of application services, processes and methodologies for maintaining, enhancing, managing and supporting custom or enterprise applications, packaged software applications, ESCROW or network-delivered applications.

3.4.1.3. DevOps or Release Management

3.4.1.3.1. A collaborative approach to the integration of the software life cycle from application development through release and IT operations activities, with a focus on process workflows, application creation, deployment, and delivery using tools to automate the delivery for rapid and reliable software release.

4. Support Services (Application Maintenance and Support)

4.1. Support Services are a sub-set of Application and Data Management requirement described in paragraph 3.4 above.

4.2. The Supplier shall work as directed by the Customer throughout the Term of this Contract and in-line with their response to the ITT requirements embedded within this agreement. For the avoidance of doubt, direction is anticipated to be through outcomes and Deliverables captured in Work Packages.

4.3. The Supplier shall

4.3.1. provide the detailed Services as defined in Support Services v1.0.docx for all Products or Services successfully on-boarded whether via the Work Package 'SAS ASP WP 1 – On-boarding' or successfully on-boarded by other methods including without limitation Civil Servants, contractors or other Suppliers following SAS onboarding processes.

4.3.1.1. For the avoidance of doubt, the price for provision of Services for paragraph 4.3.1 above shall be capped for each Product both as part of the on-boarding process and once successfully on-boarded in accordance with the Supplier response to the ITT and their Capped T&M price captured in C18410 – Financial Response.xlsx, Worksheet 'Charges', column I – 'Monthly Capped Support Costs'.

4.3.2. Ensure that the Controlled Document Supported Applications as initially defined in ('**Supported Applications** v1.0.xlsx') is kept up to date including without limitation, maintaining the list of all successfully on-boarded applications and any other data fields required to maintain a comprehensive record.

4.3.3. Provide the services as detailed in the Supplier's response reflecting the compliance with the requirements.

4.3.4. Provide any other services as requested by the Customer which is in-line with the expected service requirements of this contract.



- 4.3.5. The Customer envisages that, without limitation, all Products and Services, Change Assessment Workbooks shall transition to the Customer. For the avoidance of doubt, at the request of the Customer, transition could be to other Suppliers throughout the Term of the Contract.
- 4.3.6. Transition of Services to the Customer and/or a replacement Supplier shall be at no additional cost to the Customer.
- 4.3.7. All Documentation shall be maintained and kept up to date throughout the Term of the Contract. For the avoidance of doubt, any Documentation found not to be up to date shall be updated at the Suppliers own cost.

4.4. Supported Applications (Controlled Document)

- 4.4.1. The Customer requires a controlled but flexible approach to application support including without limitation the ability to request applications be supported via an update to the Controlled Document '**Supported Applications**'.
- 4.4.2. For the avoidance of doubt, where there is a change to the contract or a Work Package that affects the Services or Call Off Terms and/or a price change or introduction of a new price needs to be agreed, a member of the Customer Commercial Team shall be engaged in the process.
- 4.4.3. The Supplier shall maintain and agree with the Customer a list of applications supported under this contract in the Controlled Document Supported Applications.
- 4.4.4. Updates to, introductions and retirements of applications included with the Supported Application shall be managed through local operational change process provided always that no change to Supported Applications shall be effective unless and until agreed in writing by authorised representatives of both parties.
- 4.4.5. A draft has been provided in the ITT and the Supplier shall, within 20 days of contract signature agree the format and approach to updating Supported Applications or as instructed and/or requested by the Customer.
- 4.4.6. Agreement of the list of applications to be included in Supported Applications shall not be unreasonably withheld by the Supplier.
- 4.4.7. The Supported Applications document shall be maintained and agreed as required with an annual review including, without limitation, setting out the names and version numbers if appropriate to each application.

5. Supplier ITT Response

- 5.1. The Customer has a fluid operating environment and reserves the right to amend the scope of the on-boarding and support activities as described in the ITT.
- 5.2. Unless otherwise directed by the Customer, the Supplier shall meet and Deliver all their stated obligations and commitments, plus how they would operate, detailed within their response to the ITT including without limitation:
 - 5.2.1. SAS ASP WP 1 - On-boarding
 - 5.2.1.1. Successfully Deliver '**SAS ASP WP 1 – On-boarding**' including without limitation successfully on-boarding all Products within the five (5) Change Assessment Workbooks provided in the ITT transitioning services

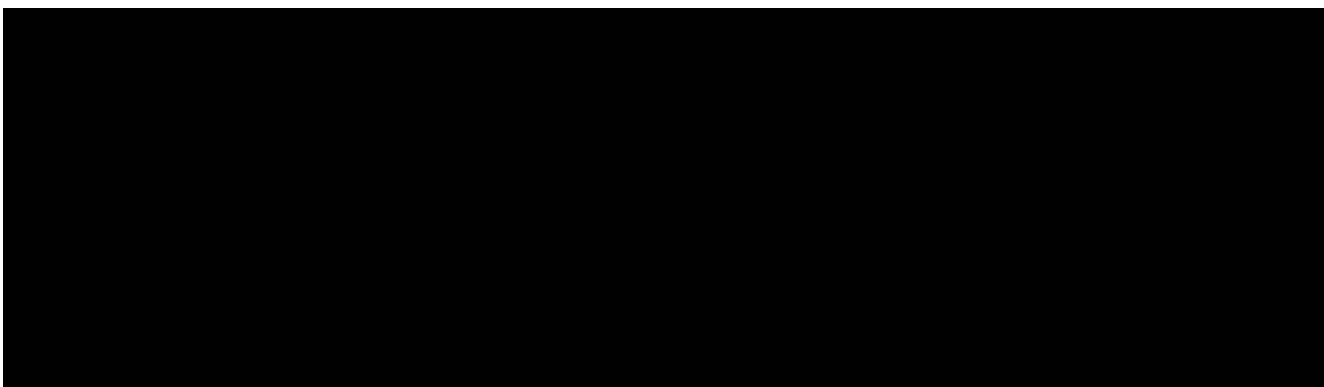


to the Shared Applications Service function for the fixed price stated in their ITT response.

5.2.2. For the avoidance of doubt, successful on-boarding shall enable the Customer to exit of all incumbent Level 2 and Level 3 support requirements associated with the Products or Services in the Change Assessment Workbooks.

5.2.3. Individuals in the Supplier's team will require SC clearance or NPPV3 clearance or higher clearance as appropriate, or be willing to undergo SC clearance or NPPV3 clearance or higher clearance. Unless otherwise agreed by the Customer in writing, SC clearance or NPPV3 clearance needs to have been achieved and validated by the Customer before each individual can commence work.

5.2.4. Suppliers ITT Response:



6. *Intentionally left blank*

7. Agile Ways of Working

7.1. The Buyer anticipates that all Services will be delivered in accordance with Agile principles including without limitation:

7.1.1. Sprints to be managed in 4 week cycles unless otherwise agreed.

7.1.2. Deliverables, outcomes and Acceptance Criteria for each Sprint to be agreed prior to the commencement of any Sprint and captured in the Customer Toolset. The current Toolset is Jira with details captured in the Description box including, without limitation, Stories, Tasks and sub-tasks.

7.1.3. Sprint retrospectives will be held once a Sprint completes to determine if the Deliverables, outcomes and Acceptance Criteria have been Delivered in accordance with the Acceptance Procedure in Paragraph 5 of the Additional specific standards or compliance requirements.

7.2. The Supplier is required to organise their teams with Product in mind providing a 'one team' Run/Change model. The team should be sized to provide both application support and maintenance and agile delivery services from a single source. Delivery of those Services will be managed by an appropriately empowered scrum masters/project/service delivery manager.

8. The Supplier shall identify the status of resources deployed in support of the Services including, without limitation, whether resources are permanent, sub-contract or contract



hire plus inside or outside of IR35 and update the Customer should the status change.

9. Optional Recruiting and Training Requirement

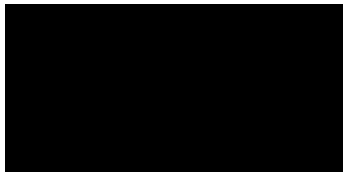
- 9.1. The Supplier shall, as a minimum, provide the Customer with flexible deployment periods; fully trained resources; and the option to retain deployed resources at the end of their tenure with the supplier.
- 9.2. Develop a pipeline of skilled resources who can be deployed to the Customer to deliver specific Work Packages and who can subsequently apply for permanent Customer vacancies should the opportunity arise and should they wish to do so.
- 9.3. The Supplier agrees they will not put in place any financial and/or time restrictions under this contract if a resource was to take a salaried permanent role, following an open and fair recruitment process with the Customer during or at the end of their tenure.



Attachment 2 – Charges and Invoicing

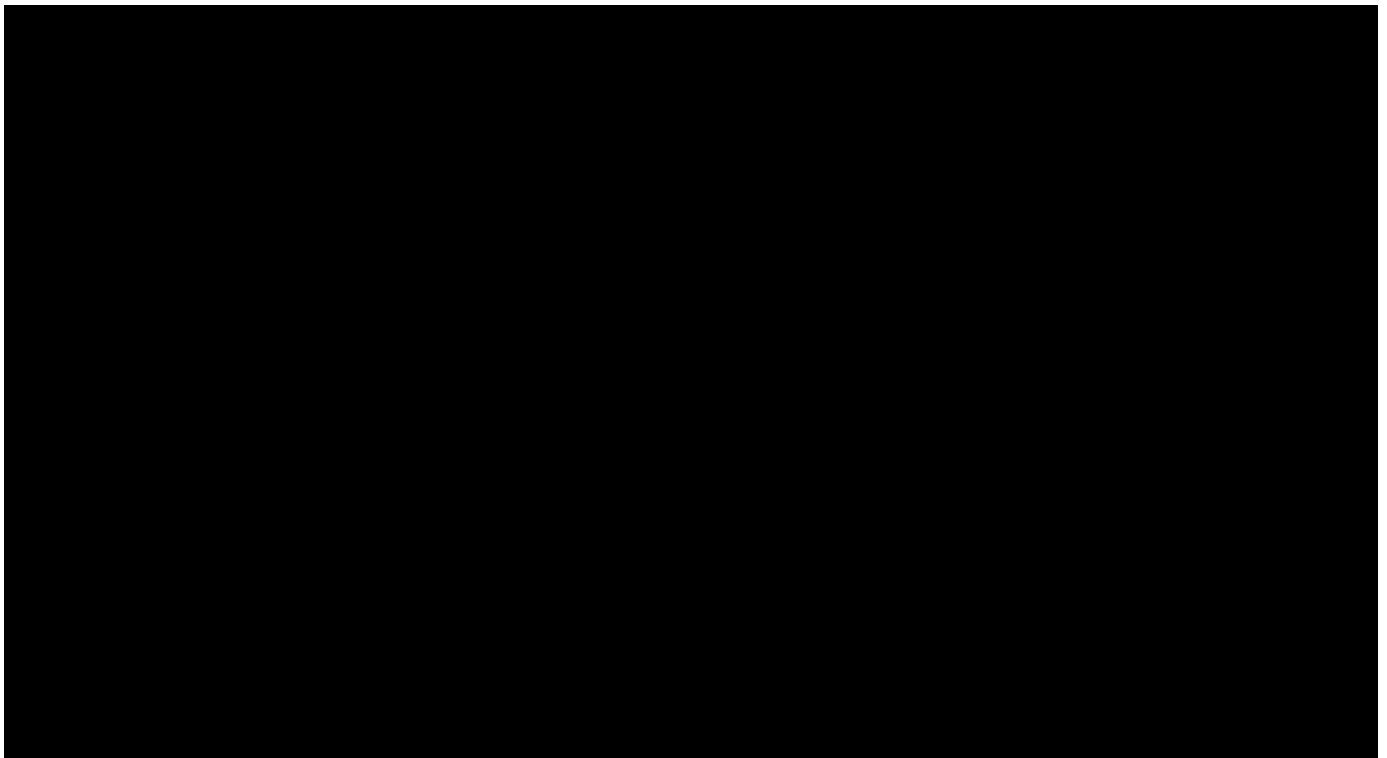
1. The total Charges payable by the Customer during the Initial Term shall not exceed the Total contract value except that this value may be increased at the sole discretion of the Customer via a notice to extend or agreed contract change.
2. As per the Call Off Terms, the Supplier shall be entitled to issue a Valid Invoice for the Payment Milestone after receiving the Satisfaction Certificate from the Customer in respect of Achievement of the relevant Milestones.
3. The relevant Milestone Date, Payment, Payment Retention and Daily Delay Payment for SAS ASP WP 1 – on-boarding is described in the table below.

3.1.



4. Call Off Contract SFIA day rates

4.1. The below SFIA maximum day-rates will apply to the Call Off Contract to agree Charges for future Work Packaged based on capped or Time and Materials. For the avoidance of doubt, these are the maximum rates and the Customer expects rates below these rates to be proposed for the majority of requirements.





4.1.1.

5. Milestone Payments

5.1. Payment Milestones shall be made following the issue of a Satisfaction Certificate by the Customer in respect of Achievement of the relevant Payment Milestone.

5.2. For the avoidance of doubt, Payment Milestones (Fixed On-boarding Costs) have been identified for each Product, Application or Service in Paragraph 3 above.

5.2.1. A payment of 80% will be made following the issue of a Satisfaction Certificate by the Customer in respect of Achievement of the relevant Payment Milestone of each Product in each Change Assessment Workbook.

5.2.2. The retained 20% will be paid following the issue of a Satisfaction Certificate by the Customer in respect of Achievement of successfully on-boarding all Products in all Change Assessment Workbook in Work Package 'SAS ASP WP 1 – On-boarding'.

6. Time and Material Charges or capped Time and Materials Charges

6.1. The Service Charges for delivery are based upon the Day Rates proposed by the Supplier in their ITT Response.



6.2. The Day Rate proposed by the Supplier shall be based upon a standard working day of eight (8) hours, which shall be calculated exclusive of any breaks.

6.3. on any day where less than eight (8) hours are worked one eighth of the applicable Standard Day Rate shall be paid for each whole hour that is worked.

6.4. The Day Rate shall apply irrespective of when the hours are worked. That is to say, 8 hours worked at the weekend or 8 hours worked between midnight and 8am will incur the same costs as 8 hours worked as part of "normal" office hours.

6.5. Payment Mechanism

6.5.1. The Supplier shall maintain full and accurate records of the time spent by the Supplier's Personnel in providing the Services and shall provide such records to the Customer with each relevant invoice submitted.

6.5.2. The Customer shall pay the monthly Charges against the signed Acceptance Certificate for timesheets and monthly Deliverables. At the end of each month the Parties shall review a report developed by the Supplier that summarised the works completed in the last period, the time sheet actuals for the Supplier team and will include a forecast of works and estimates for the next period. Once the Customer has approved this report it shall produce an Acceptance Certificate. The Supplier will issue invoices for issued Acceptance Certificates.

6.5.3. With each invoice, the Supplier shall also provide Management Information including without limitation a summary of the total charges incurred under this contract and a break-down of charges per role per application.

6.6. For the avoidance of doubt, Provision of Services shall be capped for each application both as part of the on-boarding process and once successfully on-boarded in accordance with the Supplier response to the ITT and their Capped T&M price captured in C18410 – Financial Response.xlsx, Worksheet 'Charges', column I – 'Monthly Capped Support Costs'.

7. The Customer is looking to ensure value for money throughout delivery of the services and may look to deploy an alternative approach to managing the delivery and payment structure of both on-boarding activities and support activities including, without limitation:

7.1. Fixed Resource Capacity

7.2. The Supplier shall deliver Services from a fixed capacity team providing cost certainty with flexibility to deploy as mutually agreed to the most critical activities (e.g. major incidents, application stability or improvements).

7.3. Delivery will be Agile through 4 week sprints with regular project governance to support the overall goal of replacing supplier resources with Civil Servants.

7.4. As Civil Servants are recruited, they will replace supplier resources who can roll-off or redeploy to other critical activities amending the resource capacity and price as appropriate.

7.5. Fixed Price Support

7.6. The supplier shall initially provide support on a capped T&M basis to enable the gathering of sufficient knowledge to enable a fixed price quote that may also include cost reductions / gainshare.



7.7. On request from the Customer, the Supplier shall provide a fixed price proposal for continued support.

7.8. The Customer reserves the right to accept the fixed price quote, continue on a capped T&M basis or initiate the transition of the service(s) to a replacement supplier (or the Customer).

7.9. The intention is to move from capped T&M to fixed price. The Parties will review each Product within three months of commencement of Service for suitability to move to fix price. For the avoidance of doubt, the Customer may remain on capped Time and Materials or apply a combination of fixed and capped Time and Materials pricing for each Product or part thereof over the Term.

8. Expenses

8.1. The Charges are inclusive of all Supplier travel and subsistence and all other expenses for work conducted within the M25 motorway. Whilst the main locations are expected to be Croydon, Sheffield, Manchester and central London, some travel is expected between Customer sites. For the avoidance of doubt, all Supplier expenses including without limitation, travel and subsistence, within the M25 motorway is inclusive.

8.2. Where, at the Customer's prior request and with prior Customer manager approval, travel is required outside of the M25, this shall be charged without margin and as incurred and will be arranged by the Supplier at the lowest logical fare or rate for each journey acting reasonably.

8.3. The Supplier commits to keeping any such expenses to a minimum commensurate with operational needs and will, where such travel is anticipated in advance, provide the Customer with prior notice so that the Customer's approval in accordance with the Customer's current financial guidelines and policy is in place at the time of travel. The policy is available on request.

9. Resources

9.1. The Supplier is providing Services to support business critical applications and the Customer may from time to time need assurance that the Services are being provided in accordance with paragraph 6 above of the Call Off Contract. Therefore, without prejudice to any other rights and remedies of the Customer, the Customer may require the Supplier to provide additional information to support that sufficient resources have been allocated and that these resources have sufficient technical expertise; skills; knowledge; and experience. Acting reasonably, the Customer may, at its discretion and without prejudice to any other rights and remedies of the Customer request that resources be replaced.

10. Yearly Cost Reduction

10.1. The Customer expects that the Supplier will be able to make efficiencies over the course of this contract.

10.2. For the Change Assessment Workbooks provided as part of this Further Competition, Suppliers have provided a capped cost for the provision of BAU support. Each anniversary of the contract signature, the charges will be reduced by 10%. For the avoidance of doubt, the same principle will apply to all future services on-boarded and supported by the Supplier



11. Delay Payments

11.1. Delay Payments will be capped at 10% of each Payment Milestone described in the Work Book 'Charges' that formed part of the Supplier Tender. In accordance with Clause 5.4 of the Call Off Contract, Delay Payments will be set at 0.5% of the affected Payment Milestone accrued in accordance with the Call Off Terms. All Payment Milestones listed in the Work Book 'Milestone Dates & Price' and the Implementation Plan are subject to Delay Payment.

11.2. Worked Example:

11.2.1. If the Milestone Date is due on February 1st, 2021 but, delayed and not successfully delivered until February 15th, 2021, this would be a 14 day delay. The corresponding Milestone Payment would be subject to a 7% reduction based on 14 days at 0.5% per calendar day.

11.3. The Customer reserves the right to apply these principles to all future Work Packages.

12. Retention Payment

12.1. For each Work Package, 20% of the T&M, Capped T&M or Fixed price will be retained until all Deliverables and Milestones within the Work Package have been successfully delivered and accepted by the Customer in accordance with the Acceptance Procedure in Paragraph 5 of the Additional specific standards or compliance requirements.

12.2. As an example, for a Fixed Price Deliverable under a Work Package for an Epic consisting of three sprints priced at £10,000 each. On completion of each sprint, assuming charges of £10,000 apply, £8000 will be paid on successful completion of each Sprint. On completion of the final sprint, and acceptance of the Epic or Work Package, £14,000 will be paid may up of £10,000 for the third and final sprint plus £4,000 retained against the two earlier Sprints.

13. Risk Share Principles

13.1. The Customer reserves the right to include Risk Share principles in future work activities. It's anticipated that a risk pot against a set of Deliverables will be agreed with associated risks. If risks occur, the risk pot is utilised until exhausted beyond which the supplier would be responsible for completion of delivery at their own cost. Should the risk not occur, the Parties will agree principles in advance as to how the risk pot will be shared.

14. GainShare Principles

14.1. Whilst not applicable to the initial Work Packages, the Customer would like to work with the Supplier to agree suitable Gainshare principles to future work for the mutual benefit and ensure common goals of both Parties.



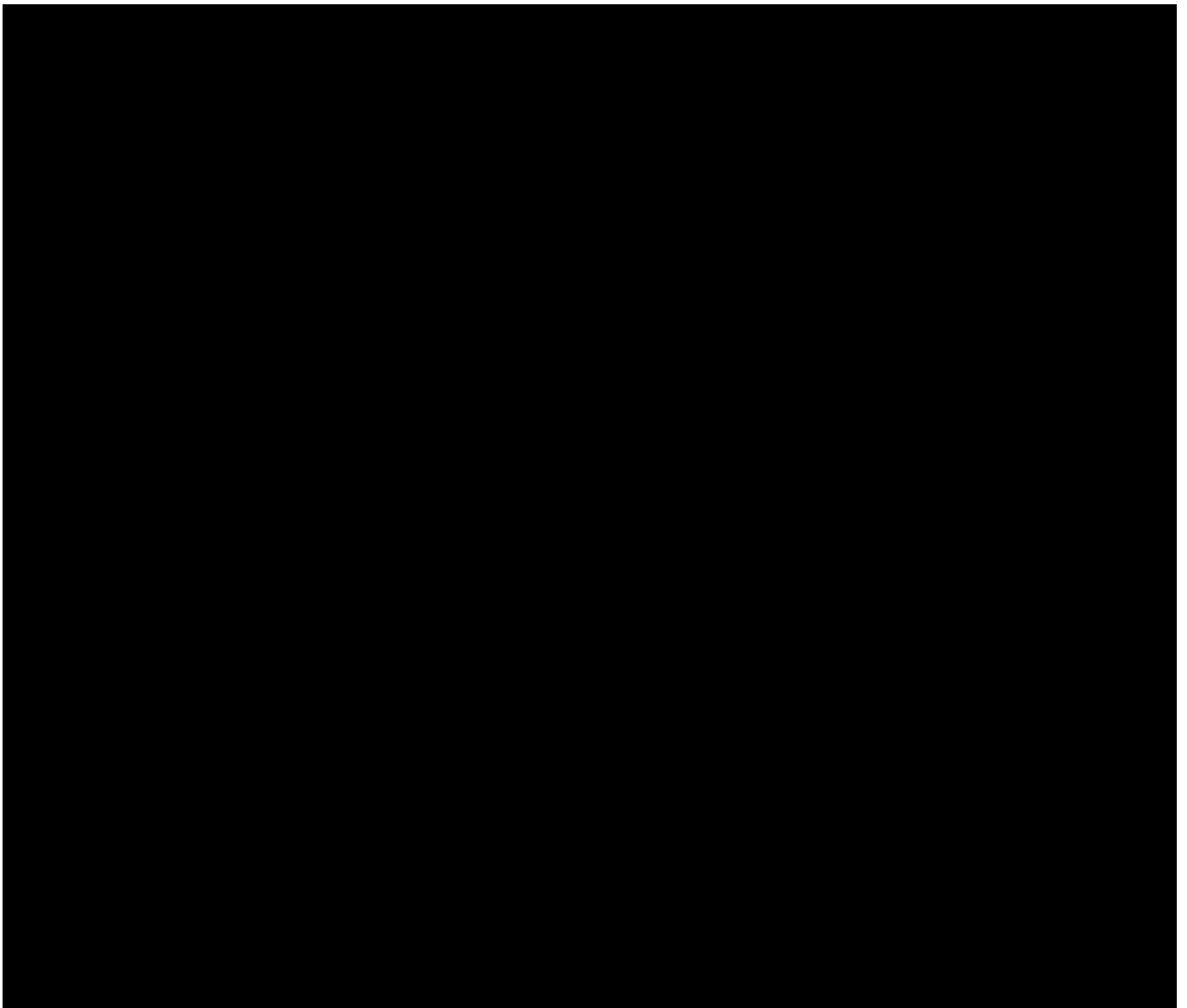
Part A – Milestone Payments and Delay Payments

To be set out within the individual work packages

Part B – Service Charges

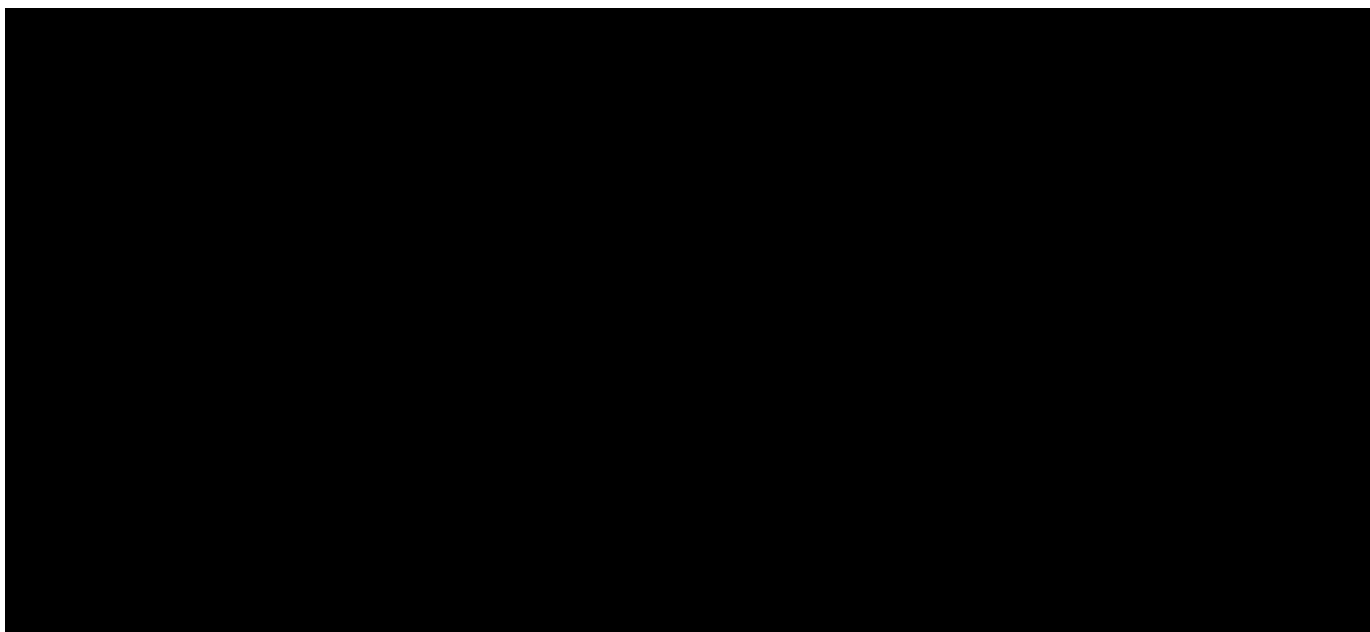
To be set out within the individual work packages

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





Crown
Commercial
Service





Crown
Commercial
Service

Part D – Risk Register

To be set out within the individual work packages

Part E – Early Termination Fee(s)

The calculation shall be based on reasonable, proven and unavoidable losses, evidenced by the supplier.

Attachment 3 – Outline Implementation Plan

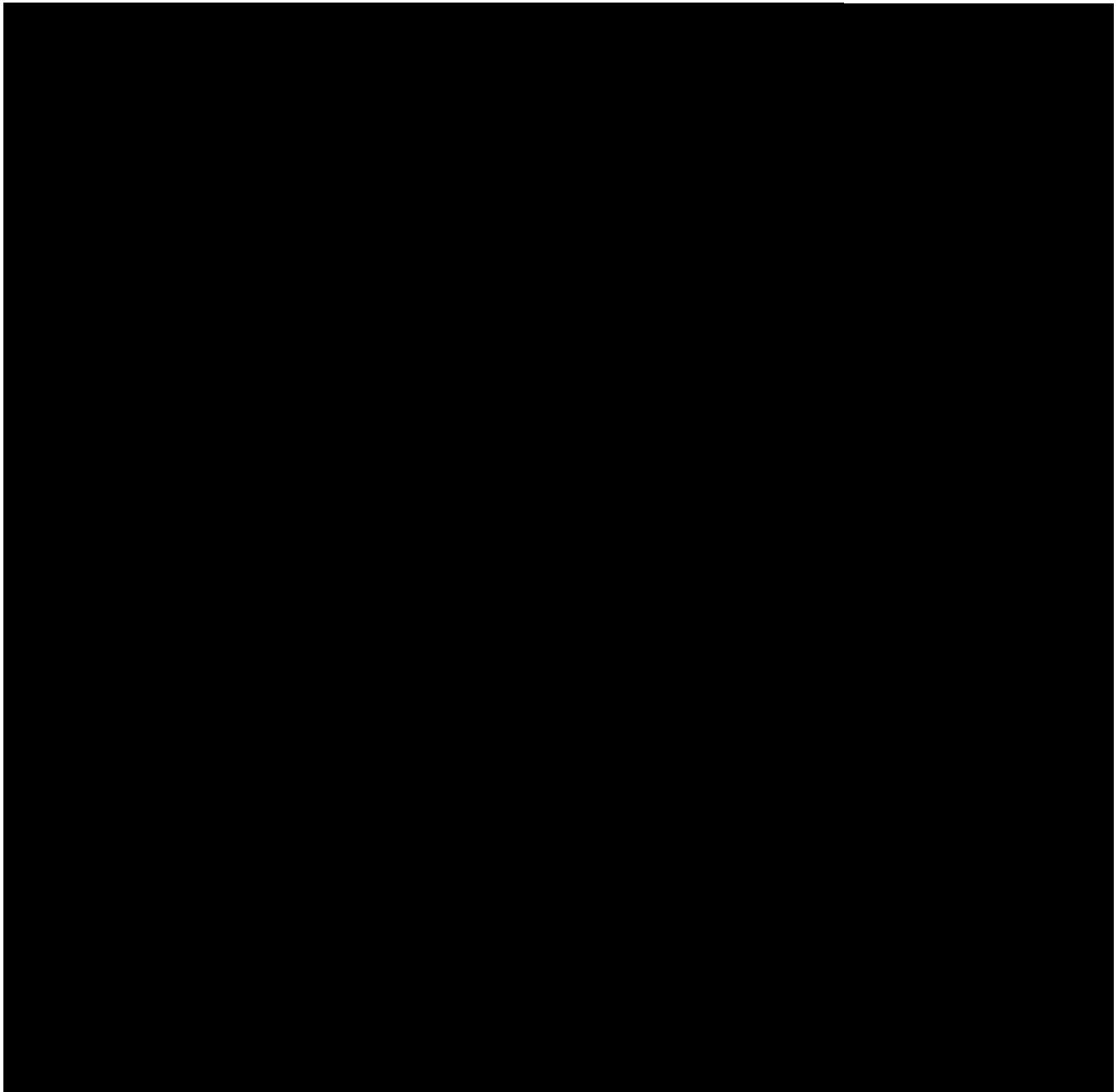
To be set out within the individual work packages



Attachment 4 – Service Levels and Service Credits

Service Levels and Service Credits

As part of the on-boarding process, the Service Levels for each Product, Application and/or Service will need to be assessed. At the request of the Customer, the Supplier shall adopt any additional requirements through the Change Control Process with agreement not to be unreasonable withheld.





Formula for calculation

[REDACTED]

[REDACTED] -

[REDACTED]



| | |
|------------|------------|
| [Redacted] | |
| [Redacted] | [Redacted] |
| [Redacted] | [Redacted] |
| [Redacted] | [Redacted] |
| [Redacted] | [Redacted] |
| [Redacted] | [Redacted] |
| [Redacted] | [Redacted] |
| [Redacted] | [Redacted] |
| [Redacted] | |

Service Credit Cap

In the period from the Call Off Commencement Date to the end of the first Call Off Contract Year 10% of the Estimated Year 1 Call Off Contract Charges; and during the remainder of the Call Off Contract Period, 10% of the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the period of twelve (12) Months immediately preceding the Month in respect of which Service Credits are accrued.

Critical Service Level Failure

A Critical Service Level Failure shall occur if the Supplier fails any of the Service Level Thresholds for three (3) consecutive Months or fails any Service Level Thresholds in three (3) Months within any six (6) Month period.



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

Part B – Key Sub-Contractors



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

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

The Third Party Software shall include the following items:

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

Attachment 7 – Financial Distress

For the purpose of Schedule 7 (Financial Distress) of the Call-Off Terms, the following shall apply:

PART A – CREDIT RATING THRESHOLD

| Entity | Credit Rating (long term) <i>(insert credit rating issued for the entity at the Commencement Date)</i> | Credit Rating Threshold <i>(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3))</i> |
|----------|---|---|
| Supplier | | |

PART B – RATING AGENCIES

- [D&B]

| Financial Strength Rating (US Sales) | Composite Credit Appraisal | | | |
|--------------------------------------|----------------------------|------|------|---------|
| | High | Good | Fair | Limited |
| 5A (\$50M and over) | 1 | 2 | 3 | 4 |
| 4A (\$10M to \$49.9M) | 1 | 2 | 3 | 4 |
| 3A (\$1M to \$9.9M) | 1 | 2 | 3 | 4 |
| 2A (\$750,000 to \$999,999) | 1 | 2 | 3 | 4 |
| 1A (\$500,000 to \$749,999) | 1 | 2 | 3 | 4 |

- [CreditSafe

- Credit Rating Level 1 = A (Very Low Risk)
- Credit Rating Level 2 = B (Low Risk)
- Credit Rating Level 3 = C (Moderate Risk)
- Credit Rating Level 4 = D (High Risk)

- Credit Rating Level 5 = E (Not Scored)
-
- Attachment 8 – Governance

PART A – SHORT FORM GOVERNANCE

For the purpose of Part A of Schedule 7 (Short Form Governance) of the Call-Off Terms, the following boards are for illustrative purposes only. Actual board will be determined at start up.

| Governance Board | Supplier Members | Buyer Members |
|--------------------------|--|----------------------|
| Service Management Board | Client Executive, Account Commercial Director, Client Partner | |
| Programme Board | Client Executive, Account Commercial Director, Client Partner, Programme Lead, SRE Lead | |
| Change Management Board | Client Executive, Account Commercial Director, Client Partner, Programme Lead, SRE Lead, T&T Manager | |
| Technical Board | Account CTO, Client Partner, Programme Lead, SRE Lead | |
| Risk Management Board | Transition Lead, Security Officer, Account Commercial Director | |

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) | Not applicable |

| | |
|--|----------------|
| Supplier Members of Service Management Board | Not applicable |
| Start Date for Service Management Board meetings | Not applicable |
| Frequency of Service Management Board meetings | Not applicable |
| Location of Service Management Board meetings | Not applicable |

| Programme Board | |
|---|----------------|
| Buyer members of Programme Board (include details of chairperson) | Not applicable |
| Supplier members of Programme Board | Not applicable |
| Start date for Programme Board meetings | Not applicable |
| Frequency of Programme Board meetings | Not applicable |
| Location of Programme Board meetings | Not applicable |

| Change Management Board | |
|---|----------------|
| Buyer Members of Change Management Board (include details of chairperson) | Not applicable |
| Supplier Members of Change Management Board | Not applicable |
| Start Date for Change Management Board meetings | Not applicable |
| Frequency of Change Management Board meetings | Not applicable |
| Location of Change Management Board meetings | Not applicable |

| Technical Board | |
|---|----------------|
| Buyer Members of Technical Board (include details of chairperson) | Not applicable |
| Supplier Members of Technical Board | Not applicable |
| Start Date for Technical Board meetings | Not applicable |
| Frequency of Technical Board meetings | Not applicable |
| Location of Technical Board meetings | Not applicable |

| Risk Management Board | |
|--|----------------|
| Buyer Members for Risk Management Board (include details of chairperson) | Not applicable |
| Supplier Members for Risk Management Board | Not applicable |
| Start Date for Risk Management Board meetings | Not applicable |
| Frequency of Risk Management Board meetings | Not applicable |
| Location of Risk Management Board meetings | Not applicable |

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: [REDACTED]

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: [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>[The Authority is Controller and the Supplier is Processor]</p> <p>The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> To be set out in individual work packages <p>The Supplier is Controller and the Authority is Processor</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"> To be set out in individual work packages <p>The Parties are Joint Controllers</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"> To be set out in individual work packages <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> [REDACTED] [REDACTED] |
| Duration of the processing | <ul style="list-style-type: none"> To be set out in individual work packages |

| | |
|---|---|
| Nature and purposes of the processing | <ul style="list-style-type: none"> To be set out in individual work packages |
| Type of Personal Data | <ul style="list-style-type: none"> To be set out in individual work packages |
| Categories of Data Subject | <ul style="list-style-type: none"> To be set out in individual work packages |
| 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 | <ul style="list-style-type: none"> To be set out in individual work packages |

Attachment 10 – Transparency Reports

[illegible]

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