

**x 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 16/06/2021 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 [RM6100 Technology Services 3](#). 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:	contract_16569
Contract Title:	Business Rules Service
Contract Description:	Contract for the provision of development and Level 3 support services, in support of the Home Office's Business Rules Service.
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	£18,300,000
Estimated Year 1 Charges:	£6,100,000
Commencement Date: this should be the date of the last signature on Section E of this Order Form	1 st December 2025

Buyer details
Buyer organisation name Home Office, on behalf of the Secretary of State for the Home Department
Billing address Your organisation's billing address - please ensure you include a postcode Home Office Shared Services, HO Box 5015, SSCL, Phoenix House, Newport Gwent, NP10 8FZ
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. Project_9619

Supplier details
Supplier name The supplier organisation name, as it appears in the Framework Agreement CGI IT UK Limited

Supplier address

Supplier's registered address
14th Floor, 20 Fenchurch Street, London EC3M 3BY, United Kingdom

Supplier representative name

The name of the Supplier point of contact for this Order

[REDACTED]

Supplier representative contact details

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

[REDACTED]

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.

N/A

Guarantor details

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

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	
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	
Initial Term Months 24 Months	Extension Period (Optional) Months 12 Months
Minimum Notice Period for exercise of Termination Without Cause	90 Calendar Days
Sites for the provision of the Services	
The Supplier shall provide the Services from the following Sites: As detailed in the Service Specification	
Buyer Premises: As detailed in the Service Specification	
Supplier Premises: As detailed in the Service Specification	
Third Party Premises:	

Not Applicable

Buyer Assets



Additional Standards

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

- All Supplier Personnel will ensure the Service is aligned to the Home Office's Digital, Data and Technology (DDaT) Strategy available at the following link: <https://www.gov.uk/government/publications/home-office-digital-data-and-technology-strategy-2024/home-office-digital-data-and-technology-strategy-2024>
- The Supplier will design any solution(s) in accordance with the Government Service Design Manual available at the following link: <https://www.gov.uk/service-manual/browse>.
- The Supplier will adhere to the standards, best-practice guidelines and approaches described in the HMG Security Policy Framework, as follows: <https://www.gov.uk/government/publications/security-policy-framework>
- The Supplier will follow all appropriate NCSC Policies and Guidance, available as follows: <https://www.ncsc.gov.uk/section/advice-guidance/all-topics>
- In addition, all Supplier Personnel with access to the Government data, and data processing and storage facilities, will have successfully completed a background check to Home Office SC standard.

Buyer Security Policy

- The Supplier will adhere to the standards, best-practice guidelines and approaches described in the HMG Security Policy Framework, as follows: <https://www.gov.uk/government/publications/security-policy-framework>

Buyer ICT Policy

Not Applicable

Insurance

Third Party Public Liability Insurance (£) - £5,000,000

Professional Indemnity Insurance (£) - £5,000,000

Buyer Responsibilities

Call-Off Contract for Business Rules Service
under Lot3d of the Technology Services 3 Framework Agreement (RM6100)

1. Buyer to support provision of appropriate security clearance for Supplier Personnel.
2. Buyer will facilitate access to relevant Buyer locations, stakeholders, technical team, documentation, and systems as required to support delivery of the Services.

Other Buyer Responsibilities will be agreed in each Statement of Work.

Goods

Not Applicable

Governance – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.

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

Part A (Short Form Governance Schedule) shall apply to this Contract from the Commencement Date. However, the Buyer reserves the right to change the governance arrangements to Part B (Long Form Governance Schedule) by giving the Supplier at least 60 calendar days prior written notice.

Change Control Procedure – Option Part A or Part B

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

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)*

Part A – Additional Schedules

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

Part B – Additional Clauses

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

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

Part C - Alternative Clauses

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 shall provide to the Buyer for approval a fully complete and up to date Security Management Plan (in accordance with Paragraph 4 of Part A of Schedule S3) within twenty (20) Working Days after the Commencement Date.

Additional Schedule S4 (Staff Transfer)

Not required.

Additional Clause C1 (Relevant Convictions)

Not Applicable

Additional Clause C3 (Collaboration Agreement)

Not Applicable

Section D Supplier Response

Commercially Sensitive information

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – use *specific references to sections* rather than copying the relevant information here.

Description of Supplier's Commercially Sensitive Information:

[Redacted]

Cross Reference(s) to location of sensitive information:

[Redacted]

Explanation of Sensitivity:

[Redacted]

Details of potential harm resulting from disclosure:

[Redacted]

Period of Confidence:

[Redacted]

Attachment 1 – Services Specification

Refer to Attachment 1 – Business Rules Service Specification V1.0 Issued



Attachment 1 -
Business Rules Service

Attachment 2 – Charges and Invoicing

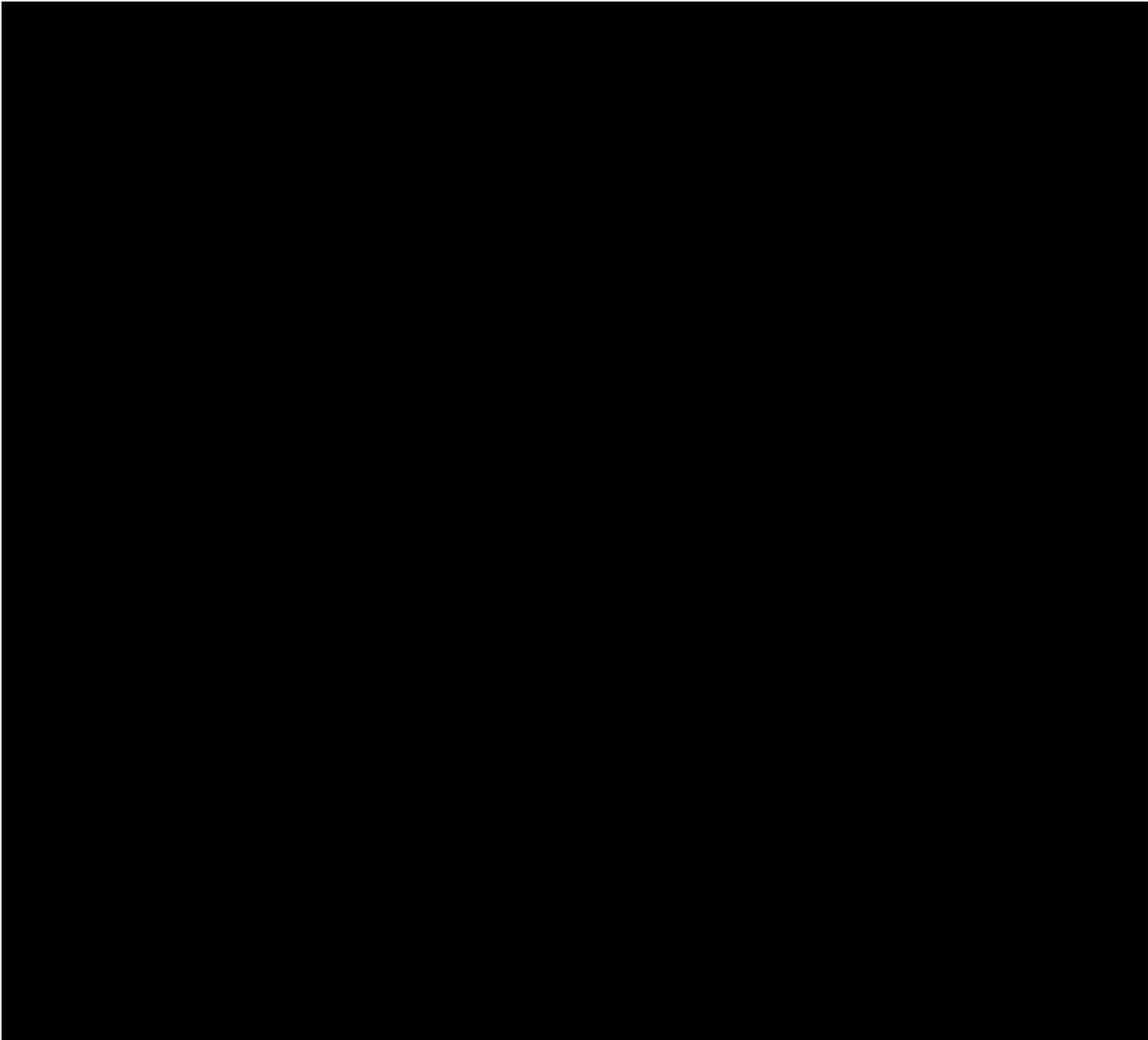
Part A – Milestone Payments and Delay Payments



Part B – Service Charges



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



Part D – Risk Register

Parties agree this is a template and we will address risk at each SOW or in line with the Short Form Governance Schedule.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9
Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (£)	Impact (description)	Mitigation (description)	Commitment

Part E – Early Termination Fee(s)

In the event of Early Termination the Supplier shall be able to invoice the Buyer for any reasonable and unavoidable losses as a result of such termination. Such losses could include (but not limited to) any hardware, software (including software licensing) or capital purchase items procured exclusively for the delivery of the services” For the avoidance of doubt the Supplier shall not be able to invoice for any loss of profit.

Attachment 3 – Outline Implementation Plan

Not Applicable

Attachment 4 – Service Levels and Service Credits

1. Service Levels and Service Credits

1.1. Service Level Performance Measures

These Service Levels are expected as the standard for delivery and will apply where set out in each applicable SOW.

The Supplier Service shall achieve or, where possible, exceed the Service Level Performance Measures in the below table:

Ref	Service Level Performance Measure	Service Level Performance Measure and Threshold	Measurement Period	Acceptance	Service Credits
1.1.1	<p>In accordance with good industry standards, the first deployment of a build to the early test environments (ASIT/MSIT) contains</p> <ul style="list-style-type: none"> • zero (0) bugs of an impact which in Prod would be Severity 1.no more than two (2) Severity 2 bugs; or • five (5) Severity 3 bugs; or • seven (7) Severity 4 bugs 	95%	Monthly	In accordance with the acceptance criteria set out in the relevant SOW	4% of total charges paid / payable for the Measurement Period for the applicable SOW.
1.1.2	No deployment to production should take more than five (5) builds (without agreement from the HO DM) provided that the deployment relates to the same agreed scope and requirements and excludes iterative changes arising from Agile development cycles or dependencies outside the Supplier's control.	95%	Monthly	In accordance with the acceptance criteria set out in the relevant SOW	2% of total charges paid / payable for the Measurement Period for the applicable SOW.

1.1.3	Where HO DM has instructed the Supplier to address tech-debt tickets, the tickets should not exceed three (3) months or should be withdrawn (with agreement from the HO DM). This SLA shall not apply to tech-debt that is end of life or obsolescent.	95%	Monthly	In accordance with the acceptance criteria set out in the relevant SOW	2% of total charges paid / payable for the Measurement Period for the applicable SOW.
1.1.4	Onboarding of any Supplier resource to deliver Services within any SOW within 6 weeks of the onboarding date, subject to HO DM dependencies and timely provision of access and approvals including but not limited to conducting and sponsorship of SC clearances.	95%	Monthly	In accordance with the acceptance criteria set out in the relevant SOW	2% of total charges paid / payable for the Measurement Period.

Definition of Bug: A Bug is an error, flaw, or unintended behaviour in the software code or configuration that causes the system to perform incorrectly or inconsistently with its designed functionality, without involving any change to the agreed requirements.

CGI's ability to meet Service Level Agreements ("SLAs") is dependent upon the Buyer's prioritisation, direction, and timely fulfilment of dependencies. Where the Buyer's prioritisation, direction, or any unfulfilled dependency prevents CGI from meeting its obligations, CGI shall not be held liable for the resulting failure to achieve the relevant SLA.

Service Credits constitute the Buyer's sole and exclusive remedy in respect of any non-compliance with the applicable Service Levels. Both Parties acknowledge that Service Credits represent a genuine pre-estimate of the likely loss that may be incurred by the Buyer in such circumstances. For the avoidance of doubt, any Service Credits applied by CGI shall be taken into account in calculating and reducing the limitation of liability specified in Clause 19 of Framework Schedule 4 – Annex 2.

The total value of Service Credits payable in any Measurement Period of each SOW shall not exceed six percent in the aggregate (6%) of the total Charges payable for that period.

1.2. Severity Table

For the purposes of the Service Level Performance Measure 1.1.1 in Paragraph 1.1 above, Severity 1 – Severity 5 shall be defined as per the table below:

Severity	Severity Definition
Severity 1 Critical	An error that causes non-recoverable conditions, e.g. it is not possible to continue using the Service, the Service crashes, there is database or file corruption, or data loss or performance is considered unusable by the business.
Severity 2 Major	An error for which, as reasonably determined by the Home Office, there is no practicable workaround available, and which <ul style="list-style-type: none"> i. causes the Service to become unstable; or ii. causes a lack of functionality, or unexpected functionality, that has an impact on the current Test or Test Stage; or iii. has an adverse impact on any other Service or any other area of the Services.
Severity 3 Medium	An error which: <ul style="list-style-type: none"> i. causes a Service to become degraded; or ii. causes a lack of functionality, or unexpected functionality, but that does not impact on the current Test or Test Stage; or iii. has a medium business impact on any other Service or any other area of the Services; or iv. but for which, as reasonably determined by the Home Office, there is a practicable workaround available.
Severity 4 Minor	An error which causes incorrect functionality of a Service or process, but for which there is a simple, Service based, workaround, and which has no impact on the current Test or Test Stage, or other areas of the Services.
Severity 5 Cosmetic	An error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test or Test Stage, or other areas of the Services.

1.3. Priority Table

This table is indicative only, where it becomes relevant to a SOW because of an L3 support requirement, the Parties shall mutually agree the content subject to the Change Control Procedure.

The Service Performance Measurements and Service Credits for Failure for incident resolutions of P1 – P5 shall be defined as per the table below:

Category	Description	Incident Response Time (within Core Hours)
P1 (Critical)	Any Incident which may cause the degradation of vital service for a large number of caseworkers, involve a serious breach of network security, affect mission critical services or damage reputation	15 minutes with updates every 30 minutes
P2 (High)	Any Incident which is not Critical and may impact a smaller group of Users/caseworkers, disrupt non-essential services.	1 business hours
P3 (Medium)	Any incident which are neither Critical, nor High and which can be handled by local IT and security offices. These Incidents do not typically impact IT services or caseworkers.	2 business hours
P4 (Low)	A P4 Incident is an Incidents, which are not Critical, High nor Medium and are in general considered to be part of normal support operations or might be an impact to non-essential service.	8 business hours
P5 (Very low)	A P5 Incident is an Incident which need to be tracked, assessed, investigated and actioned.	12 business hours

2. Critical Service Level Failure

Not Applicable

3. Key Performance Indicators

The Supplier shall also provide the Services to meet the Key Performance Indicators (KPI) targets detailed in the tables below but Service Credits shall not apply to such Service targets. The Supplier shall report on its performance against these Service targets within the Performance Monitoring Reports and the Parties shall review such reports as part of the Performance Review Meetings.

CGI's ability to meet KPIs is dependent on the prioritisation and direction of the Buyer. If Buyer prioritisation and direction prevent the Supplier from being able to fulfil its obligations, then the Supplier shall not be held liable for failure of such KPI.

3.1. KPI: Performance to pay process

3.1.1. In accordance with an agreed performance to pay process, suppliers submit the following 'inputs':

- accurate and complete timesheets in a timely manner
- accurate and complete acceptance certificates in a timely manner
- accurate and complete supplier reports in a timely manner
- accurate and complete invoices in a timely manner

3.1.2. Performance shall be measured according to the criteria in the below table:

Met	Partially met	Not met
All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information	Inputs are later than prescribed in the performance to pay process but within 5 working days of the prescribed dates • Inputs are incomplete or inaccurate	Inputs are later than 5 working days in the prescribed performance to pay process Inputs contain significant errors

3.2. KPI: People (resourcing)

3.2.1. Successful recruitment and placement of key resources or provision of facilities meets the planned deliverables and contractual obligations. The supplier pro-actively manages their resource skills or state of facilities by identifying issues early, and in a timely fashion, addressing any deficits.

3.2.2. Performance shall be measured according to the criteria in the below table:

Met	Partially met	Not met
Targets met for all resources or facilities	Targets met for most (50%+) resources or facilities through no fault of the Buyer	Targets missed for most resources or facilities requested through no fault of the Buyer

3.3. KPI: Partnering behaviours and added value

3.3.1. Supplier promotes positive collaborative working relationships, within and across team, by acting in a transparent manner. Supplier shows commitment to Buyer goals through adding value over and above the provision of compensated skilled personnel or facilities.

3.3.2. Performance shall be measured according to the criteria in the below table:

Met	Partially met	Not met
<ul style="list-style-type: none"> • No behavioural problems identified • Buyer workshops attended and positive contributions made • Added value recognised by the programme above provision of compensated skilled resource/facilities 	<ul style="list-style-type: none"> • Some minor behavioural problems • Supplier only attends some workshops or provides minor contributions • Supplier adds some value above provision of compensated resource and facilities, but this is not regarded as significant 	<ul style="list-style-type: none"> • Significant behavioural problems • Supplier contributions are rare or insignificant and shows little interest in working with other suppliers • No added value contributions recognised by the Programme

3.4. KPI: People in place (Delivery)

3.4.1. All Supplier resources delivering services for the contracts are performing to the expected standard for the skill-set supplied and all facilities are to the expected standard.

3.4.2. Performance shall be measured according to the criteria in the below table:

Met	Partially met	Not met
<ul style="list-style-type: none"> • No resources are swapped out due to deficiency in skill-set and/or no change of facilities is required • No problems identified with quality of work or state of facility • Supplier is making positive team contributions • Supplier skills or facilities meet the standards expected 	<ul style="list-style-type: none"> • Minor issues noted with quality of work or standard of facilities • Few contributions made within team 	<ul style="list-style-type: none"> • Resource is swapped out from project due to deficiency in skill-set or change of facility is required • Persistent issues with quality of work or facilities noted (may be minor ones which have persisted from one month to another) • Significant issue with quality of work or facility noted in a month

Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

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

Part A – Key Supplier Personnel

Key Supplier Personnel	Key Role(s)	Duration

Part B – Key Sub-Contractors

Not Applicable

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



Attachment 6 – Software

This will be updated and reflected in each SOW as required

- .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	[REDACTED]	Dunn & Bradstreet –failure score of 10 or below
	[REDACTED]	[Rating Agency 2] – [insert threshold for Rating Agency 2]Companywatch – H-Score of 25 or below
	[etc.]	[etc.]

PART B – RATING AGENCIES

Dun & Bradstreet	Credit Rating Level 1	Low Risk
	= Failure Score of 51 or above	
	Credit Rating Level 2	Greater Than Average Risk
Companywatch	= Failure Score of 11 to 50	
	Credit Rating Level 3	High Risk
	= Failure Score of 10 or below	
	Credit Rating Level 1	Low Risk
	= 36 and above	
	Credit Rating Level 2	Greater Than Average Risk
	= 26 to 35	
	Credit Rating Level 3	High Risk
	= 25 or below	

The Buyer will review the Company Watch report from time to time and, if the credit rating level falls below the credit rating threshold, will promptly notify the Supplier. The Buyer shall give the Supplier the opportunity to provide an explanation for the Credit Rating Level falling below the Credit Rating Threshold, which shall be assessed by the Buyer and not be unreasonably rejected, before it is deemed a Financial Distress Event. The Supplier's obligation to notify the Buyer of a Financial Distress Event shall not apply to Company Watch.

Attachment 8 – Governance

PART A – SHORT FORM GOVERNANCE

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

Operational Board	
Buyer Members for the Operational Board	[REDACTED]
Supplier Members for the Operational Board	[REDACTED]
Frequency of the Operational Board	Monthly
Location of the Operational Board	Virtual unless otherwise agreed

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:

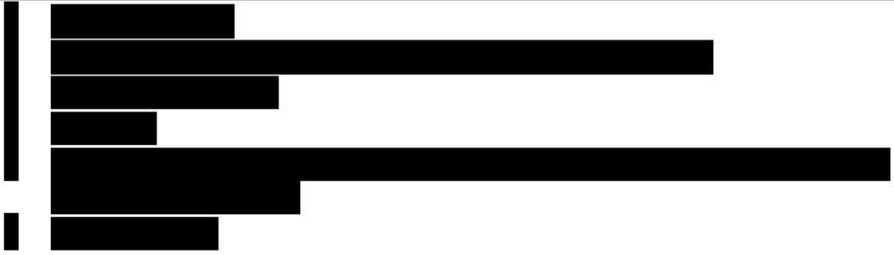
SERVICE MANAGEMENT BOARD	
Buyer Members of Service Management Board (include details of chairperson)	Not Applicable
Supplier Members of Service Management Board	Not Applicable
Start Date for Service Management Board meetings	Not Applicable
Frequency of Service Management Board meetings	Not Applicable
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

	
<p>Categories of Data Subject</p>	<p>General public, specifically the population of interest to Immigration Enforcement (illegal immigrants, asylum claimants, persons applying for a visa and/or persons contravening their visa conditions).</p>
<p>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>	<p>The Supplier shall ensure that any Personal Data in their possession shall be destroyed at the end of the Call-Off Contract.</p>

Dependencies:

- The Buyer shall have suitable technical and procedural protection measures in place on the Buyer's platform(s), be those on-premises or cloud service based and including any provided by third parties contracted to the Buyer, that are used to store, process or transmit the data in order to mitigate the risk of unauthorised exfiltration of data.
- The Buyer shall review and agree the Supplier's operating procedures for any export or external storage of the data prior to the Supplier exporting any data and the personnel, technical and procedural controls specified therein.
- Any export of data from the system(s) will be subject to the timely written approval, or otherwise, by the Buyer of the export prior to any such export, in each instance.

Attachment 10 – Transparency Reports

NOT APPLICABLE

Title	Content	Format	Frequency
Performance metrics, as per Service Level Performance Measure	To be agreed between the Parties	To be agreed between the Parties	Monthly or as agreed between the Parties
Call-Off Contract Charges	To be agreed between the Parties	To be agreed between the Parties	Monthly or as agreed between the Parties
[Key Subcontractors and supply chain governance]	To be agreed between the Parties	To be agreed between the Parties	Monthly or as agreed between the Parties
Technical reports, in a form to be agreed between the Parties	To be agreed between the Parties	To be agreed between the Parties	Monthly or as agreed between the Parties
Performance and underperformance management	To be agreed between the Parties	To be agreed between the Parties	Monthly or as agreed between the Parties
Resource plans	To be agreed between the Parties	To be agreed between the Parties	Monthly or as agreed between the Parties

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



RM6100-Lots-2-3-and-5-Call-Off-Terms-v.d-5-Additional-and-A

Annex 2 – Statements of Work

This Services Specification at Attachment 1 provides contextual information and the Buyer's requirements in relation to the Services. The Supplier's obligations, liabilities, and detailed delivery approach shall be set out in the relevant Statement(s) of Work ("SOWs") issued under this Order Form.

Statement of Work (SOW) Template *(to be amended as mutually agreed between the Parties in the creation of the SOW)*

1. Background and Objectives

[Insert details for 1. Background and Objectives]

2. Scope of Work

[Insert details for 2. Scope of Work]

3. Deliverables

[Insert details for 3. Deliverables]

4. Schedule and Milestones

[Insert details for 4. Schedule and Milestones]

5. Roles and Responsibilities

[Insert details for 5. Roles and Responsibilities]

6. Performance Standards

[Insert details for 6. Performance Standards]

7. Pricing and Payment

[Insert details for 7. Pricing and Payment]

8. Risk and Dependencies

[Insert details for 8. Risk and Dependencies]

9. Security and Compliance

[Insert details for 9. Security and Compliance]

10. Change Control

[Insert details for 10. Change Control]

11. Annexes

[Insert details for 11. Annexes]

Annex 3 – Performance to Pay Process

1 SUPPLIER INVOICES

- 1.1 The Buyer shall accept for processing any electronic invoice that complies with the European Standard, provided that it is valid and undisputed.
- 1.2 If the Supplier proposes to submit for payment an invoice that does not comply with the European standard the Supplier shall:
- (a) comply with the requirements of the Buyer's e-invoicing system;
 - (b) prepare and provide to the Buyer for approval of the format a template invoice within 10 Working Days of the Effective Date which shall include, as a minimum the details set out in Paragraph 1.3 together with such other information as the Buyer may reasonably require to assess whether the Charges that will be detailed therein are properly payable; and
 - (c) make such amendments as may be reasonably required by the Buyer if the template invoice outlined in (b) is not approved by the Buyer.
- 1.3 The Supplier shall ensure that each invoice is submitted in the correct format for the Buyer's e-invoicing system, or that it contains the following information:
- (a) the date of the invoice;
 - (b) a unique invoice number;
 - (c) the Service Period or other period(s) to which the relevant Charge(s) relate;
 - (d) the correct reference for this Contract;
 - (e) the reference number of the purchase order to which it relates (if any);
 - (f) the dates between which the Services subject of each of the Charges detailed on the invoice were performed;
 - (g) a description of the Services;
 - (h) the pricing mechanism used to calculate the Charges (such as Guaranteed Maximum Price with Target Cost, Fixed Price, Time and Materials);
 - (i) any payments due in respect of Achievement of a Milestone, including the Milestone Achievement Certificate number for each relevant Milestone;
 - (j) the total Charges gross and net of any applicable deductions and, separately, the amount of any Reimbursable Expenses properly chargeable to the Buyer under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same;
 - (k) details of any Service Credits or Delay Payments or similar deductions that shall apply to the Charges detailed on the invoice;
 - (l) reference to any reports required by the Buyer in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the Supplier for validation by the Buyer, then to any such reports as are validated by the Buyer in respect of the Services);
 - (m) a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries;
 - (n) the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number); and
 - (o) where the Services have been structured into separate Service lines, the information at (a) to (n) of this Paragraph 1.3 shall be broken down in each invoice per Service line.
- 1.4 The Supplier shall invoice the Buyer in respect of Services in accordance with the requirements set out in the relevant SOW. The Supplier shall first submit to the Buyer a draft invoice setting out the Charges payable. The Parties shall endeavour to agree the draft invoice within 5 Working Days of its receipt by the Buyer, following which the Supplier shall be entitled to submit its invoice.

- 1.5 Each invoice shall at all times be accompanied by Supporting Documentation. Any assessment by the Buyer as to what constitutes Supporting Documentation shall not be conclusive and the Supplier undertakes to provide to the Buyer any other documentation reasonably required by the Buyer from time to time to substantiate an invoice.
- 1.6 The Supplier shall submit all invoices and Supporting Documentation by email to hosupplierinvoices@homeoffice.gov.uk with a copy (again including any Supporting Documentation) to such other person and at such place as the Buyer may notify to the Supplier from time to time.
- 1.7 All Supplier invoices shall be expressed in sterling or such other currency as shall be permitted by the Buyer in writing.
- 1.8 The Buyer shall regard an invoice as valid only if it complies with the provisions of this Annex. Where any invoice does not conform to the Buyer's requirements set out in this Annex, the Buyer shall promptly return the disputed invoice to the Supplier, and the Supplier shall promptly issue a replacement invoice which shall comply with such requirements.
- 1.9 If the Buyer fails to consider and verify an invoice in accordance with Paragraphs 1.4 and 1.8, the invoice shall be regarded as valid and undisputed for the purpose of Paragraph 2.1 after a reasonable time has passed.

2 **PAYMENT TERMS**

- 2.1 Subject to the relevant provisions of this Annex, the Buyer shall make payment to the Supplier within thirty (30) days of verifying that the invoice is valid and undisputed. Unless the Parties agree otherwise in writing, all Supplier invoices shall be paid in sterling by electronic transfer of funds to the bank account that the Supplier has specified on its invoice.