

#### 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 June 2021 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "Framework Agreement") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website Technology Services 3 – CCS (crowncommercial.gov.uk), save for the amendments to Schedule 11 (Financial Distress) (which is intended to replace the standard Schedule 8 (Financial Distress))The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form ("Call Off Terms").

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; Not Used
- 6. Attachment 5 Key Supplier Personnel and Key Sub-Contractors; **Not Used**
- 7. Attachment 6 Software; Not Used
- 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; **Not Used**
- 12. Annex 1 Call Off Terms and Additional/Alternative Schedules and Clauses
- 13. Annex 2 Statement of Work 1.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms with the amendment below to account for Statements of Work:



- .1.1 the Framework Agreement, except Framework Schedule 18 (Tender);
- .1.2 each Statement of Work;
- .1.3 the Order Form;
- .1.4 the Call Off Terms; and
- .1.5 Framework Schedule 18 (Tender).

## Section A General information

Contract Details	
Contract Reference:	
Contract Title:	Transition and Transformation Leadership Bridging Contract
Contract Description:	To enable a continued Transition and Transformation Leadership, project/programme management, and assurance supporting continuously enhanced digital products in an Agile delivery environment. The services to be provided under the Technical and Transformation Leadership are broken down as follows:  1) Transition and Transformation Leadership – capability to direct, manage and coordinate complex technology delivery activity, using agile methods, of the digital products and services for the new immigration system. 2) Programme Planning, Reporting and Governance – capability to direct and manage the planning, delivery, and reporting process for FBIS programme, including risk analysis and management as appropriate. 3) Service Transition Support – capability to transition the FBIS products and services into operational state, supported by appropriate support



- teams in an agile environment, where they are able to be continuously improved as the end to end service matures.
- 4) Cross-cutting business analysis capability to analyse and impact assess expected business outcomes and understand/design changes needed across DDaT estate to make them happen.
- Outcome Management capability to provide additional safeguarding and transition delivery of critical outcomes

Contract Anticipated Potential Value: this should set out the total potential value of the Contract

Initial one year period Contract Value £18,000,000 (excluding VAT). This value does not include all extension options.

#### **Estimated Year 1 Charges:**

**Commencement Date:** this should be the date of the last signature on Section E of this Order Form

The Contract commences on the date of the last signature on Section E of this Order Form. All references to Commencement Date shall therefore be interpreted as 1st March 2023.

#### **Buyer details**

#### **Buyer organisation name**

Home Office – Migration and Borders Technology Portfolio

#### Billing address

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



#### Buyer representative name

The name of your point of contact for this Order

#### 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.

for this Order

#### **Buyer Project Reference**

Please provide the customer project reference number.

#### Supplier details

#### Supplier name

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

#### Supplier 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.

RM6100

#### **Guarantor details**

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

#### **Guarantor Company Name**

The guarantor organisation name



## **Guarantor Company Number** Guarantor's registered company number

## Guarantor Registered Address Guarantor's registered address



# 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	
2.	TRANSITION & TRANSFORMATION	☑
3.	OPERATIONAL SERVICES	
	a: End User Services	
	b: Operational Management	
	c: Technical Management	
	d: Application and Data Management	
5.	SERVICE INTEGRATION AND MANAGEMENT	
Pa	rt B – The Services Requirement	
	pmmencement Date se above in Section A	
	ontract Period vidance Note – this should be a period which does not exceed the m	naximum durations specified per Lot below:
Lot Maximum Term (including Initial Term and Extension Period) – Months (Years)  2 36 (3) 3 60 (5) 5 60 (5)		

**Extension Period (Optional) Months** 

12 Months (1 Year)

Termination of any other in-flight SoW.

Sites for the provision of the Services

Minimum Notice Period for exercise of Termination Without Cause

30 (Calendar days) (and the same 30 Calendar Day period shall apply to individual SoWs). Termination of an individual SoW shall not lead to

30 (Calendar days)

**Initial Term** Months

12 Months (1 Year)



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

The Supplier shall provide the Services from the following Sites:

#### **Buyer Premises:**

The main location for delivery of the services will be Metro Point, 49 Sydenham Road, Croydon, CR0 2EU. However, the Buyer does not require the Supplier's resources to be co-located. The Buyer may request that Key Personnel attend meetings and work at the Buyer's offices in Croydon or London.

#### **Supplier Premises:**

As many individuals providing the services will be working in a hybrid manner, from home and from office locations, the premises from which the services will be provided will include various home and office locations within the UK. Occasional presence may be requested at Buyer Premises, as set out above, which will be agreed by the Parties. Supplier may provide delivery of certain services using offshore resources.

#### **Third Party Premises:**

As many individuals providing the services will be working in a hybrid manner, from home and from office locations, the premises from which the services will be provided will include various home and office locations within the UK and Romania.

#### IR35 Determination:

- The Buyer has determined that this Contract is to be Inside of IR35.
- The Buyer has determined that on balance the Contract represents a supply of resource/workers to the Buyer, and therefore represents a significant risk to the Buyer in relation to the potential fines and penalties being imposed on the Buyer by HMRC for noncompliance.
- The Buyer is therefore seeking to understand whether the resources deployed by the Supplier in satisfaction of this Contract constitute a risk in terms of their employment status for tax purposes.
- The Buyer requires that the Supplier formally provide a declaration as to the employment status for Tax for all personnel they have deployed or will deploy to deliver the contracted services by signing the appropriate "Declaration of Employment Status for Tax" and returning this duly signed to the Buyer's authorised representative within five (5) business days of the date of the letter.



- If the Supplier needs to bring subject matter experts during the term of the Contract this
  will be reviewed and costed separately. Furthermore, the Buyer reserves the right to
  give consideration to a separate route to contract for such work.
- If the Supplier wish to utilise associates or contractors working through a personal services company (PSC) or other intermediary structure; a full HMRC CEST determination needs to be done and if the determination is inside IR35, they should be subject to full PAYE/NI contributions and engaged via an appropriate employment contract and/or via an umbrella company or PAYE provider to comply with IR35.
- If the Supplier needs to bring subject matter experts during the term of the Contract this will be reviewed and costed separately. Furthermore, the Buyer reserves the right to give consideration to a separate route to contract for such work.
  - If the working practices or terms of the arrangement are amended, the Buyer reserves the right to conduct further assessments of its IR35 status of the arrangement.

#### **Buyer Assets**

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

The Buyer will provide access to: (a) the relevant Buyer owned or licensed tools and systems via virtual desktops or Buyer's virtual private network; and (b) POISE devices (i.e., Buyer-issued laptops) when required.

Supplier shall be responsible for provision of laptops to all required resource.

All processing of Buyer Data will be on Buyer systems, except where Buyer Data is required for approved use by the Supplier for incident resolution purposes (subject to the process set out in Attachment 9 (Data Processing) in respect of processing of any personal data), and all processing shall be in accordance with the provisions governing data processing set out in this Contract.

The Supplier shall comply with the geographical restrictions notified to it by Buyer with respect to location of personnel and transfers of Buyer Data, save to the extent that any country has been approved in writing by the Buyer (including on a case-by-case basis and any locations referred to under 'Supplier Premises' and 'Third Party Premises' above).

Buyer will properly maintain its infrastructure and the Buyer Assets (hardware and software) during the term of the Contract.

Supplier is not responsible for and shall have no liability arising out of or relating to, the performance, reliability, availability, or security of any Buyer or third party system or hardware which is not within the scope of the Services.



#### **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.

#### **Buyer Security Policy**

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

#### Security Standards for Supplier

HMG Security Policy Framework:

https://www.gov.uk/government/publications/security-policy-framework

HMG Security Policy framework

o https://www.gov.uk/government/publications/security-policy-framework

Government Minimum Cyber Security Standard

o www.gov.uk/government/publications/the-minimum-cyber-security-standard

**HMG Baseline Personnel Security Standard** 

<a href="https://www.gov.uk/government/publications/government-baseline-personnel-security-standard">https://www.gov.uk/government/publications/government-baseline-personnel-security-standard</a>

NCSC "Security Design Principles for Digital Services"

<a href="https://www.ncsc.gov.uk/guidance/security-design-principles-digital-services-main">https://www.ncsc.gov.uk/guidance/security-design-principles-digital-services-main</a>
 NCSC "Bulk Data Principles"

https://www.ncsc.gov.uk/guidance/protecting-bulk-personal-data-main

NCSC End User Device Security guidance

https://www.ncsc.gov.uk/collection/end-user-device-security.

#### **Buyer ICT Policy**

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

#### Security Standards for Buyer

Home Office Digital Strategy:

https://www./gov.uk/government/publications/home-office-digital-strategy/home-office-digital-strategy

Home Office Technology Strategy:

<a href="https://www.gov.uk/government/publications/home-office-technology-strategy">https://www.gov.uk/government/publications/home-office-technology-strategy</a>

Government Service Design Manual:

o https://www.gov.uk/service-manual/browse

#### Software standards for suppliers

Twelve-Factor application design https://12factor.net



Services must achieve WCAG 2.1 level AA as part of meeting government accessibility requirements government accessibility requirements

#### 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.

The insurance(s) required will be:

- a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract
- professional indemnity insurance cover. This professional indemnity insurance cover will have a minimum limit of indemnity of £5,000,000 for each individual claim and in the aggregate
- employers' liability insurance with a minimum limit of £10,000,000 or any higher minimum limit required by Law.

Buy	yer Responsibilities



The Parties may agree additional Buyer Responsibilities in each Statement of Work.

#### Goods

Guidance Note: list any Goods and their prices.

Not Applicable

#### Governance - Option Part A or Part B

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

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	
Part B – Long Form Governance Schedule	✓

The Part selected above shall apply this Contract.

#### Change Control Procedure – Option Part A or Part B

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

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	✓
Part B – Long Form Change Control Schedule	

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#### **Section C**

## Part A - Additional and Alternative Buyer Terms

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

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

#### Part A - Additional Schedules

Guidance Note: Tick any applicable boxes below

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

#### Part B - Additional Clauses

Guidance Note: Tick any applicable boxes below

Additional Clauses	Tick as applicable
C1: Relevant Convictions	<b>V</b>
C2: Security Measures	
C3: Collaboration Agreement	

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	
Northern Ireland Law	
Joint Controller Clauses	

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.

#### **Further Additional Clauses**



The Parties agree that for the purposes of this Contract, the Call Off Terms shall be amended as per the numbered paragraphs below. Insertions are shown in underline and deletions are shown in strikethrough:

1. Within the scope of the Contract, the following clause shall be added as Clause 7A of the Call Off Terms:

#### "7A Statements of Work

## The initial statement of work is attached as Annex 4 (Statement of Work 1) ("Initial SOW").

7A.1 Additional work packages <u>shall be specified in a Statement of Work.</u> "Statements of Work" or "SOWs" means the statement of work based on the SOW template in the form (or similar) to that included within Annex 2 below, together with any attachments, as completed and forming part of this Contract, and which contain the description of services to be provided by Supplier, details of how the Charges as set out in this Order Form are allocated to individual projects <u>and/or sets</u> out the applicable Charges in respect of such description of services. Once signed by each party's <u>authorised representative</u>, a <u>SOW shall be legally binding</u>, be incorporated into, and form part of, the Contract and this Order Form (provided that, the term of the SOW shall, subject to Clause 7A.2, be as set out in the applicable SOW, or, in the absence of any such express term in a SOW, the term of the SOW shall not exceed 60 Working Days).

7A.2 The term of any SOWs will not exceed the total Contract Period of the Contract, unless otherwise agreed in writing by the parties.

7A.3 Any additional quality Standards and accreditations applicable to the Services within the scope of a SOW shall be agreed between the Parties in the relevant SOW.

7A.4 In the event of any conflict between the Order Form and any <u>SOWs</u>, the terms of the SOW shall take precedence over the terms of the Order Form."

2. Within the scope of the Contract, the following clause shall be added as Clause 7B of the Call Off Terms:

#### "7B Deliverables Acceptance Process

7B.1 Within five (5) Working Days of the submission of any Deliverables, or other reasonable period as agreed by the Parties in a SOW ("Review Period"), the Buyer shall review and either provide written confirmation of acceptance or provide written confirmation of non-acceptance and a single set of consolidated comments on the Deliverable, including reasons for non-acceptance. If the Buyer does not provide any written confirmation of acceptance or non-acceptance to Supplier within the Review Period, the relevant Deliverable and/or Milestone shall be deemed to be finally accepted by Buyer at the end of the Review Period. Any subsequent repair or replacement warranty period will only apply if agreed in writing as a Change.



7B.2 Where <u>written confirmation of non-acceptance and</u> comments are provided by the Buyer to <u>Supplier within the Review Period</u>, the Supplier will have three (3) Working Days from receipt <u>of such written confirmation and comments</u>, or such other reasonable period as agreed by the Parties, to update the Deliverable to address the comments.

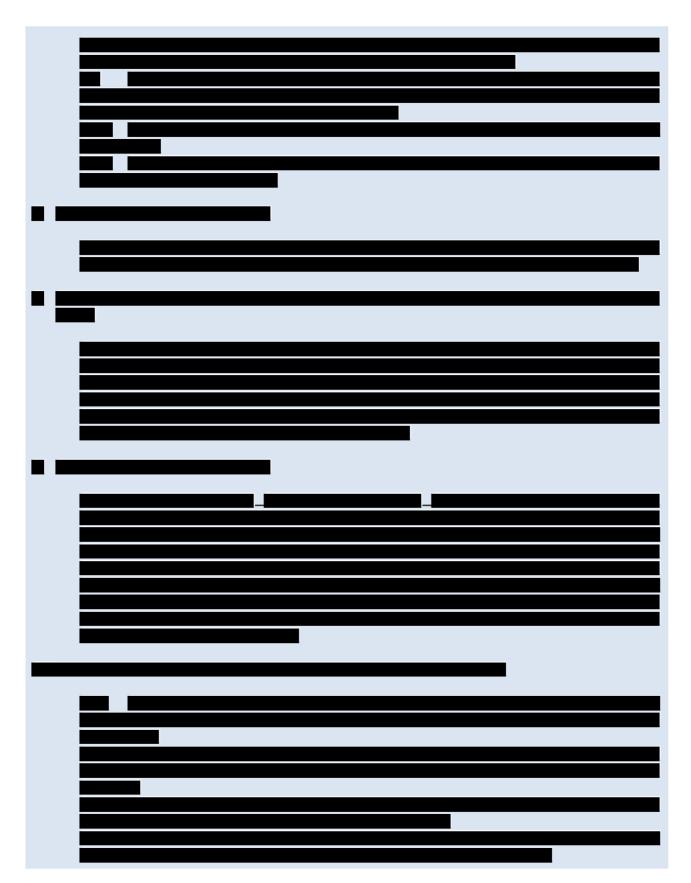
7B.3 The Supplier shall re-submit the revised Deliverable to the Customer within such three (3) Working <u>Day</u> period, or such other reasonable period as agreed by the Parties, for review, in accordance with the preceding provisions of this Clause 7B.

7B.4 In the event that the Deliverable has not been <u>accepted</u> by <u>Buyer</u> on completion of two review cycles, the Parties shall meet promptly to resolve the outstanding issues prior to acceptance.

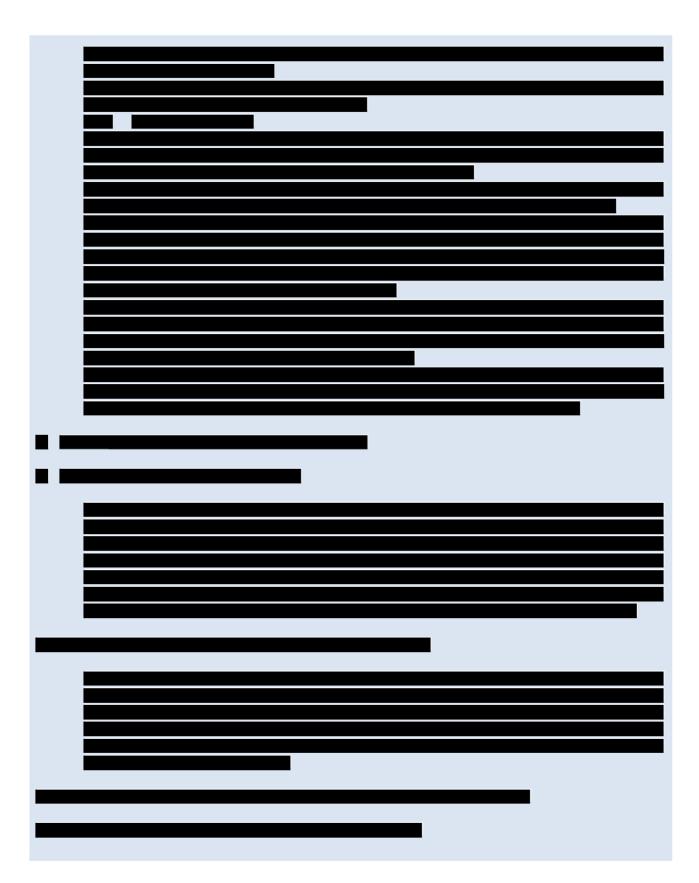
7B.5 If, within three (3) Working Days of the meeting of the Parties pursuant to Clause 7B.4 Buyer has not provided written confirmation of acceptance of the relevant Deliverable, the matter shall be managed via the Dispute Resolution Procedure in Schedule 4 of the Call Off Terms.

7B.6 The Supplier shall in no event be penalised or liable for non-timely approval by the Buyer of the Deliverables and will escalate through the governance process where this is reasonably likely to materially adversely impact the delivery of the Services and/or Achievement of a Milestone by the Milestone Date."

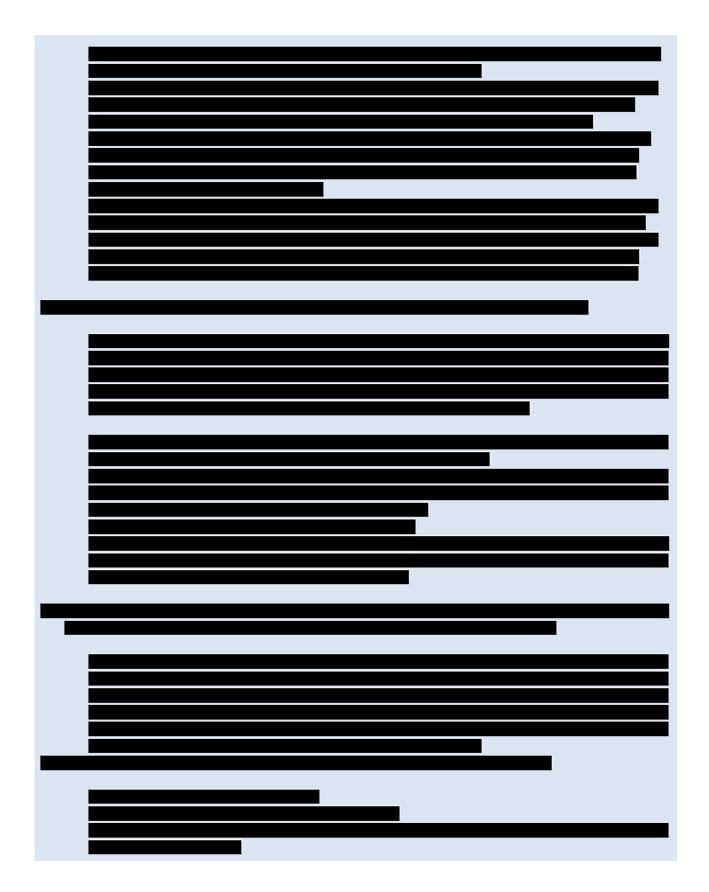




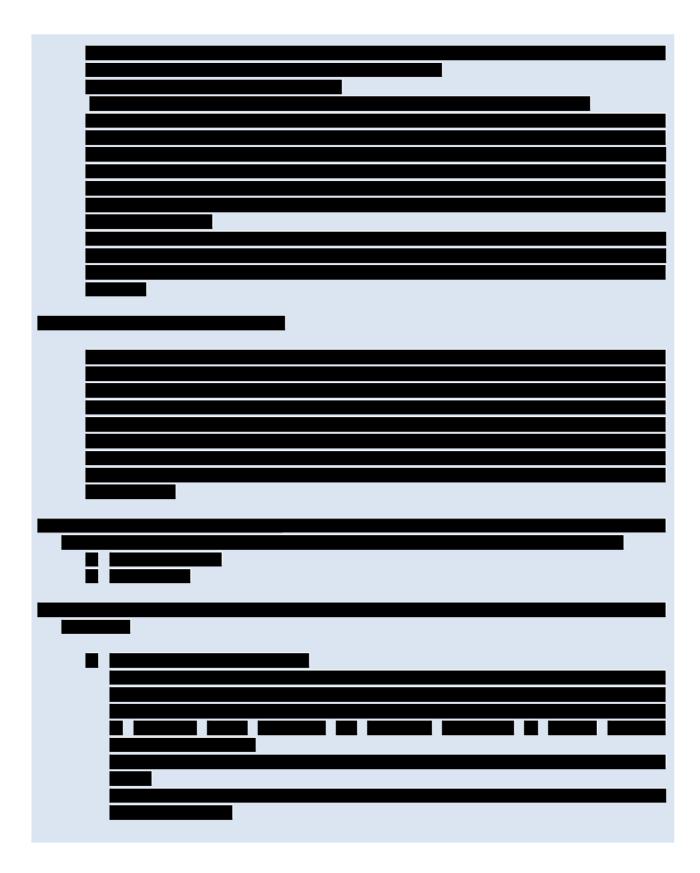




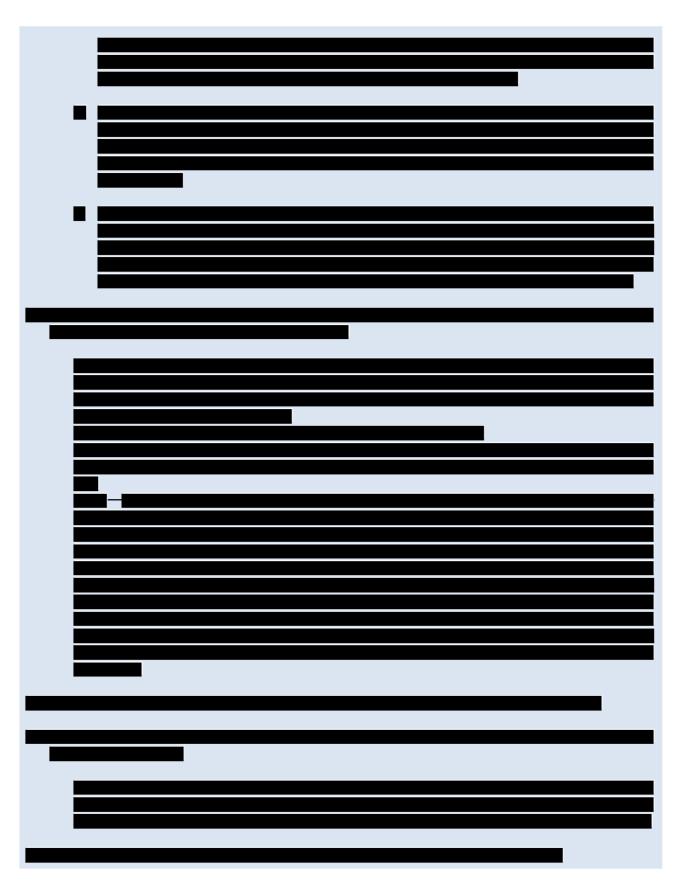














# Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A

#### 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.

Not Applicable

#### 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.

None

#### 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

## Section D Supplier Response

As per catalogue service offer RM6100

**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.

- All elements which comprise the Supplier's proposed solution under the Contract and any SoWs.
- Rates, expenses, pricing information, details of Supplier's cost base and Charges, excluding overall Charges (i.e., total Charges in the aggregate for the Contract);
- Supplier's business approach, procedures and methodologies, proprietary information, and Supplier Background IPR;
- Insurance arrangements and related information; and
- Personal Data relating to Supplier Personnel including, but not limited to, CVs, names, contact details and other identifiers provided by or on behalf of the Supplier.

# 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	13/04/2023

For and on behalf of the Buyer

Name	
Job role/title	
Signature	
Date	13/04/2023





## **Attachment 1 – Services Specification**

The services specifications set out in the agreed Statements of Work (including the Initial SOW attached as Annex 3) shall apply, which the Parties will execute throughout the Contract period



### Attachment 2 – Charges and Invoicing

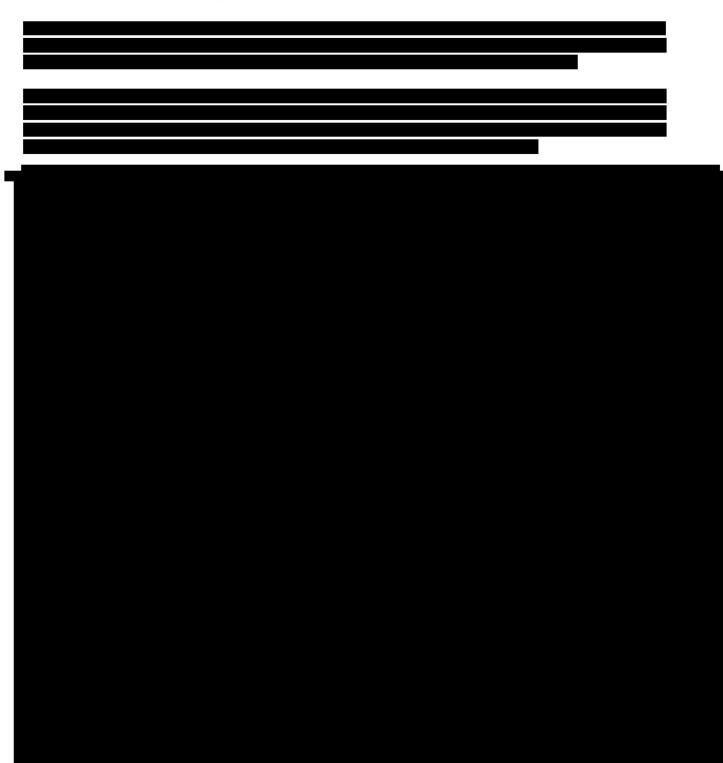
### Part A - Payments and Invoicing

- In respect of any services to be provided, the Supplier rate cards set out in Part C (Supplier Rate Card for Calculation of Charges) to this Attachment 2 ("Rate Card") shall apply.
- 2. Without prejudice to Clause 7A of the Call Off Terms: (a) this Contract will be managed through Statements of Work for work that is agreed in advance with the Supplier; and (b) the Supplier will be asked to price for the proposed scope of work in each SOW reflecting matters such as: the service and structure required, its management and its level of support.
- 3. The Rate Card will be fixed for the Initial Term. The Supplier shall be entitled to Index the Rate Card in accordance with Paragraph 2.2 of Part A of Schedule 2 (Charges and Invoicing).
- 4. Without prejudice to Clause 7B of the Call Off Terms, to the extent the acceptance criteria and acceptance process have been expressly specified and agreed in a SOW, Buyer shall pay to Supplier the relevant Charges following delivery and acceptance of the deliverables in accordance with the pre-agreed acceptance criteria and acceptance process as defined in the agreed SOW.
- 5. The Supplier shall submit any invoices electronically via email to the below email address. If Supplier is unable to submit invoices via email, Supplier shall submit the invoice by post to:



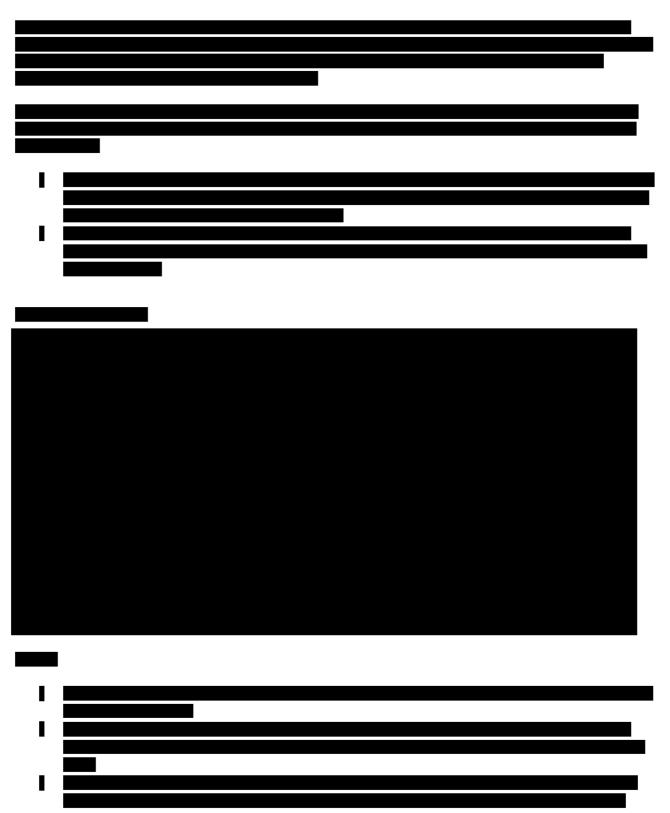


## Part B – Service Charges





Part C – Supplier Rate Card for Calculation of Charges







Part D – Risk Register Not Applicable

Part E – Early Termination Fee(s) Not Applicable



## Attachment 3 – Outline Implementation Plan

Implementation Plans (Road Map) are as agreed from time to time within SOWs.



Attachment 4 - Service Levels and Service Credits-Not used



## **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
N/A	N/A	N/A

## Part B – Key Sub-Contractors

Key Sub- contractor nam and address (i not the same a the registered office)	f number s	Related product/Service description	Key Sub-contract price expressed as a percentage of total projected Charges over the Contract Period	
N/A	N/A	N/A	N/A	N/A

#### Attachment 6 - Software-Not Used

- .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
N/A	N/A	N/A	N/A	N/A	N/A

## 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	T
N/A	N/A	N/A	N/A	N/A	N/A	N

### **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) (insert credit rating issued for the entity at the Commencement Date)	Credit Rating Threshold  (insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3)
Supplier		

### Attachment 8 - Governance

#### PART A - SHORT FORM GOVERNANCE

Not Applicable

### 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:

MONTHLY BALANCED SCORECARD		
Buyer Members of Service Management Board (include details of chairperson)		
Supplier Members of Service Management Board		
Start Date for Service Management Board meetings	Before the end of the first month of service commencing	
Frequency of Service Management Board meetings	Monthly	
Location of Service Management Board meetings	Remote/Virtual	

# 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 or	f the Buyer's Data Protection Officer are:
1.1.1.2 The contact details o	f the Supplier's Data Protection Officer are:

- 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	
Duration of the processing	From the commencement date to the end of the Call-Off Contract term.
Nature and purposes of the processing	
Type of Personal Data	

Categories of Data Subject	
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	

## **Attachment 10 – Transparency Reports- Not Used**

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

## 1. RM6100 Lot 3d - Call Off Terms





## 2. RM6100 Lot 3d - Additional and Alternative Terms and Conditions



## Annex 2 - Statement of Work 001