**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 09/03/2023 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "Framework Agreement") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234>. The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

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

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

This Order Form shall comprise:

1. This document headed “Order Form”;
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports;
12. Attachment 11 - Call Off Terms and Additional/Alternative Schedules and Clauses.
13. Attachment 12 - Statement Relating to Good Standing (PCR 2015)
14. Attachment 13 - Supplier’s Tender Response

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

1. the Framework, except Framework Schedule 18 (Tender);
2. the Order Form;
3. the Call Off Terms; and
4. Framework Schedule 18 (Tender).

**Section A**

**General information**

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| **Contract Details** | |
| **Contract Reference:** | 706653451 |

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| **Contract Title:** | Provision of Web Application Support as a Service (WASaaS) (DInfoCom/0236) |

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| **Contract Description:** | To provide the necessary technical suitably qualified and experienced personnel (SQEP) resource for efficient and effective 3rd line support services for to ADS-owned and ADS-supported internet-facing platform(s) and applications, including emergency production support, ensuring a timely response for the restoration of services during business-critical denial of services. |

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| **Contract Anticipated Potential Value:** | **REDACTED**  **REDACTED**  **REDACTED** |

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| **Estimated Year 1 Charges:** | £1,374,300.00 ex VAT |

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| **Commencement Date:** | 01 Apr 2023 |
| **Option Period:** | Twelve (12) months |
| **Expiry Date:** | 31 Mar 2025 |

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| **Buyer details** |
| **Buyer organisation name**  DInfo Commercial |

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| **Billing address**  Your organisation’s billing address - please ensure you include a postcode  Blenheim Bldg, Army HQ, Monxton Road, Andover SP11 8HJ |

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| **Buyer representative name**  The name of your point of contact for this Order  **REDACTED** |

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| **Buyer representative contact details**  Email and telephone contact details for the Buyer’s representative. This must include an email for the purpose of Clause 50.6 of the Contract.  **REDACTED**  **REDACTED** |

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| **Buyer Project Reference**  Please provide the customer project reference number.  706653451 |

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| **Supplier details** |
| **Supplier name**  The supplier organisation name, as it appears in the Framework Agreement  Mastek (UK) Limited |

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| **Supplier address**  Supplier’s registered address  Pennant House, 2 Napier Court, Napier Road, Reading RG1 8BW |

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| **Supplier representative name**  The name of the Supplier point of contact for this Order  **REDACTED** |

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| **Supplier representative contact details**  Email and telephone contact details of the supplier’s representative. This must include an email for the purpose of Clause 50.6 of the Contract.  **REDACTED**  **REDACTED** |

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

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| **Guarantor details**  *Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.* |
| **Guarantor Company Name**  The guarantor organisation name  NOT APPLICABLE |

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| **Guarantor Company Number**  Guarantor’s registered company number  NOT APPLICABLE |

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| **Guarantor Registered Address**  Guarantor’s registered address  NOT APPLICABLE |

**Section B**

**Part A – Framework Lot**

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| **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 | ☐ |
| 1. TRANSITION & TRANSFORMATION | ☐ |
| 1. OPERATIONAL SERVICES |  |
| a: End User Services | ☐ |
| b: Operational Management | ☐ |
| c: Technical Management | ☐ |
| d: Application and Data Management | X |
| 1. SERVICE INTEGRATION AND MANAGEMENT | ☐ |

**Part B – The Services Requirement**

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| **Commencement Date**  See above in Section A |

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| **Contract Period**  *Guidance Note – this should be a period which does not exceed the maximum durations specified per Lot below:*   |  |  | | --- | --- | | **Lot** | **Maximum Term (including Initial Term and Extension Period) – Months (Years)** | | **3** | 60 (5) | | | |
| **Initial Term** Months  24 months | **Extension Period (Optional)** Months  12 | |
| **Minimum Notice Period for exercise of Termination Without Cause**  (Calendar days) *Insert right (see Clause 35.1.9 of the Call-Off Terms)* | | 30 calendar days |

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| **Sites for the provision of the Services**  *Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third party premises.*  The Supplier shall provide the Services from the following Sites**:**  **Buyer Premises:**  Please refer to Attachment 1: Statement of Requirement |

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| **Buyer Assets**  *Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms*   |  |  |  |  | | --- | --- | --- | --- | | Item No | Description | Available Date | Return Date/ Confirmation of Disposal | | 1 | Each contractor involved with WASaaS:   * A MoD Laptop * MoDNet Network access. * SDLC Think Client Laptop (In some cases if MOD Laptops not available.) * AHE Network access.   The contractors will have access to the Army Data Warehouse (ADW), giving them sight of all the information that holds, which is circa 30+ sources systems.  Contractors only get this access to live data once they have SC clearances. | At contract start | Contract end date | |

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| **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.*  Please refer to Annex B: Statement of Requirement |

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| **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.*  JSP 440, The Defence Manual of Security, Resilience and Business Continuity. |

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| **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.*  JSP 604, Defence Manual for Information and Communications Technology (ICT). |

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| **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 (£) – Not Applicable  Professional Indemnity Insurance (£) – Not Applicable |

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| **Buyer Responsibilities**  *Guidance Note: list any applicable Buyer Responsibilities below.*  Provision of on-site access and office accommodation and access to buyer ICT systems |

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| **Goods**  *Guidance Note: list any Goods and their prices.*  Not Applicable |

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| **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 | X | | Part B – Long Form Governance Schedule | ☐ |   The Part selected above shall apply this Contract. |

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| **Change Control Procedure – Option Part A or Part B**  *Guidance Note: the Call-Off Terms has two options in respect of change control. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is no requirement to include a complex change control procedure where operational and fast track changes will not be required.*   |  |  | | --- | --- | | **Change Control Schedule** | **Tick as applicable** | | Part A – Short Form Change Control Schedule | X | | Part B – Long Form Change Control Schedule | ☐ |   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 £ NOT APPLICABLE and * for the purpose of Paragraph 8.2.2, the figure shall be £ NOT APPLICABLE. |

**Section C**

**Part A - Additional and Alternative Buyer Terms**

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| **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 | Not Applicable | | S2: Testing Procedures | Not Applicable | | S3: Security Requirements (either Part A or Part B) | Part A | | S4: Staff Transfer | Not Applicable | | S5: Benchmarking | Not Applicable | | S6: Business Continuity and Disaster Recovery | Not Applicable | | S7: Continuous Improvement | Yes | | S8: Guarantee | Not Applicable | | S9: MOD Terms | Yes |   **Part B – Additional Clauses**  *Guidance Note: Tick any applicable boxes below*   |  |  | | --- | --- | | **Additional Clauses** | **Tick as applicable** | | C1: Relevant Convictions | Yes | | C2: Security Measures | Yes | | C3: Collaboration Agreement | Not Applicable |   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 | Not Applicable | | Northern Ireland Law | Not Applicable | | Joint Controller Clauses | Yes |   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**

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| **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.*  To be provided within 20 working days of contract commencement |

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| **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 |

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| **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.*  Any conviction passed in a Court of Law |

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| **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 Daysfrom the Commencement Date:  Not Applicable |

**Section D**

**Supplier Response**

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| **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.*  Supplier tender submission documentation, including Pricings breakdown and Workforce information |

**Section E**

**Contract Award**

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

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| **SIGNATURES** |

**For and on behalf of the Supplier**

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| Name | **REDACTED** |
| Job role/title | **Exec. Vice President, Secure Government Services** |
| Signature | **REDACTED** |
| Date | **17/03/2023** |

**For and on behalf of the Buyer**

|  |  |
| --- | --- |
| Name | **REDACTED** |
| Job role/title | **D Info Commercial Team Lead** |
| Signature | **REDACTED** |
| Date | **24 March 2023** |

**Attachment 1 – Services Specification**

**WEB APPLICATION SUPPORT AS A SERVICE (WASAAS)**  
**STATEMENT OF REQUIREMENT**

**REDACTED**

**Attachment 2 – Charges and Invoicing**

**Charging Method:** Capped time and materials (CTM), in accordance with the Resources and Rates detailed in Annex D (Pricing Proposal).

**Payment Method**: CP&F.

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| **Invoice frequency**: | Monthly in arrears in accordance with the Monthly Statement of Work. |
| **Invoice information required:** | **To be submitted through Exostar:**  • Contract reference,  • PO reference,  • Work undertaken  • Number of resources,  • Number of days,  • Day rate  • UIN against associated requirement |

**ORDER CHARGES**

​​ **REDACTED**

​

**​ REDACTED**

|  |  |
| --- | --- |
| **Maximum Core Amount to utilise resources as and when required:** | **REDACTED**    **REDACTED** |
| **Maximum Option Period Amount to utilise resources as and when required:** | **REDACTED** |
| **Charging Method:** | Capped time and materials (CTM). In accordance with the Resources and Rates detailed in Attachment 2 (Pricing Details). |

**Annex 1: Expenses Policy**

**UK Rail Travel**

Standard Class must be selected

**Accommodation**

**Service Mess**

If your business travel has taken you onto a base and you need overnight accommodation, it may be that staying in the Service Mess is more cost efficient than a hotel; and should be considered. All military personnel should refer to **JSP 752** Pt 2 Chapter 3 for occasions in which any other form of accommodation may be considered. For civilian staff, the availability and suitability criteria for Mess accommodation is being further developed and will be included in policy guidance shortly.

**Hotel**

All hotel bookings must be made using the **GBT Online Portal**.

Civilian staff must comply with the approvals processes (Chapter 2). Service Personnel must have both line management and budgetary written or verbal authority before making subsistence arrangements and should note that Night Subsistence (NS) is paid for an overnight absence where there is no suitable Service accommodation provision.

All staff must consult the MOD **capped hotel rates** for spend limits in each location. The Booking Service website will raise a warning if you select a hotel exceeding the capped rate. To proceed with such a booking, you must have line manager written approval of Band D/ OF2/OR7 or above (or locally delegated budget management staff).

Exceptional circumstances where you might exceed a cap rate include: the only hotel available; an overall saving; concern as a ‘lone traveller’.

**Travel & Subsistence**

Spend taxpayers’ money responsibly.

If in doubt about what to claim, seek advice from your line manager, budget manager, or from Unit HR/Admin Staff and/ or DBS – it is best to check before you commit to expenditure. Details for military personnel is in **JSP 752**, and for civilian staff in the **Policy Rules and Guidance**.

You cannot claim for alcohol purchased whilst undertaking business travel, either as part of a meal or consumed in isolation.

**Subsistence cost limits**: You can claim for actual receipted expenditure, within the subsistence limits detailed below, (**not** at a flat rate). You must obtain and retain itemised receipts for all claims. If you do not have a receipt you will need auditable line manager approval, e.g. by email, before you claim, and you must keep the approval.

Over 5 hours **£5.00**

Over 10 hours **£10.00**

Over 12 hours **£15.00**

Evening Meal **£22.50** (overnight stay)

Breakfast\* **£10.00**

\* when not included in the hotel/B&B rate

Motor Mileage Allowance (MMA) – UK

There are a number of different rates which are related to UK vehicle travel:

* Motor Mileage Allowance (up to 10,000 miles) 30p per mile
* Motor Mileage Allowance (over 10,000 miles) 25p per mile
* Motorcycle      24p per mile
* Pedal cycle      15p per mile
* Passenger Supplement    3p per mile for first

passenger; 2p per mile for second and additional passengers

* Equipment Supplement    2p per mile (taxable)
* Excess Fares Allowance    30p per mile

**Home to Duty Liability**

The Home To Duty Liability (HTDL) is the travel cost incurred getting to/from your normal place of work. This should be deducted from expenses incurred when undertaking business travel to/from the home and a business location. This deduction does not apply to travel

between business locations.

Using a Private Vehicle is probably the easiest application. If you normally drive to work and use your vehicle for business travel, then your Motor Mileage Allowance claim should have a deduction commensurate with the normal mileage to work. So, if you normally travel 10 miles to/from your normal place of work (total 20 miles) and drive 30 miles to/from a

business location (total 60 miles), the claim should be reduced by 20 miles. This results in a net MMA claim of 40 miles. The deduction only applies to travel to/from the home and

business location; not between your normal work place and business location(s).

**Part A – Milestone Payments and Delay Payments – NOT APPLICABLE**

**Part B – Service Charges – NOT APPLICABLE**

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

**REDACTED**

**Part D – Risk Register - NOT APPLICABLE**

**Part E – Early Termination Fee(s) - NOT APPLICABLE**

**Attachment 3 – Outline Implementation Plan - NOT APPLICABLE**

**Attachment 4 – Service Levels and Service Credits – NOT APPLICABLE**

**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**

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| **Key Supplier Personnel** | **Key Role(s)** | **Duration** |
| **REDACTED** | Account Director | Contract period |
| **REDACTED** | Delivery Head | Contract period |

**Part B – Key Sub-Contractors - NOT APPLICABLE**

**Attachment 6 – Software – NOT APPLICABLE**

### The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).

### 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** |
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**Part B – Third Party Software – NOT APPLICABLE**

The Third Party Software shall include the following items:

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

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| **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)* |
| ***Mastek UK Limited*** | D&B Failure Rating | D&B Failure Rating – 10% |
| ***[Guarantor Name]*** | D&B Failure Rating | D&B Failure Rating – 10% |
| ***[Key Sub-contractor 1]*** | D&B Failure Rating | D&B Failure Rating – 10% |
| ***[Key Sub-contractor 2]*** | D&B Failure Rating | D&B Failure Rating – 10% |

**PART B – RATING AGENCIES**

* [Rating Agency 1 (e.g Standard and Poors)]
  + Credit Rating Level 1 = [AAA]
  + Credit Rating Level 2 = [AA+]
  + Credit Rating Level 3 = [AA]
  + Credit Rating Level 4 = [AA-]
  + Credit Rating Level 5 = [A+]
  + Credit Rating Level 6 = [A]
  + Credit Rating Level 7 = [A-]
  + Credit Rating Level 8 = [BBB+]
  + Credit Rating Level 9 = [BBB]
  + Credit Rating Level 10 = [BBB-]
  + Etc.
* [Rating Agency 2 (e.g Moodys) ]
  + Credit Rating Level 1 = [Aaa]
  + Credit Rating Level 2 = [Aa1]
  + Credit Rating Level 3 = [Aa2]
  + Credit Rating Level 4 = [Aa3]
  + Credit Rating Level 5 = [A1]
  + Credit Rating Level 6 = [A2]
  + Credit Rating Level 7 = [A3]
  + Credit Rating Level 8 = [Baa1]
  + Credit Rating Level 9 = [Baa2]
  + Credit Rating Level 10 = [Baa3]
  + Etc.
* [Rating Agency 3 (etc.) ]
  + Credit Rating Level 1 = [XXX]
  + Etc.

**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:

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| Operational Board | |
| Buyer Members for the Operational Board | SO2 ADS Service Operations, Army D Info Commercial, D Info Finance |
| Supplier Members for the Operational Board | SO2 ADS Service Operations, Army D Info Commercial, D Info Finance |
| Frequency of the Operational Board | Quarterly for Contract Performance; Monthly for agreement of Statement of Work (SO2 ADS Service Operations only) |
| Location of the Operational Board | Remotely or Army HQ, Andover |

**PART B – LONG FORM GOVERNANCE - NOT APPLICABLE**

For the purpose of Part B of Schedule 7 (Long Form Governance) of the Call-Off Terms, the following boards shall apply:

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| --- | --- |
| 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 |

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| 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.

The contact details of the Buyer’s Data Protection Officer are: **REDACTED**

The contact details of the Supplier’s Data Protection Officer are: **REDACTED**

* + - 1. The Processor shall comply with any further written instructions with respect to processing by the Controller.
      2. Any such further instructions shall be incorporated into this Attachment 9.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | The Authority is Controller and both the Authority and Supplier are joint Processors.  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 both the Authority and Supplier are the Processors of the following Personal Data:   * Defence Gateway PaaS user profile data. |
| Duration of the processing | For the duration of the WASaaS contract, ie for two years from 1 Apr 23, plus an option year from 1 Apr 25, |
| Nature and purposes of the processing | The Supplier will be maintaining the Defence Gateway PaaS user database to ensure that authorised users continue to enjoy access to business applications and services for which they have permission to access in the course of their employment within the wider Defence community.  Personal data will originate from Defence HR systems and from users through self-registration.  Specific types of personal data will be shared with authorised applications through secure APIs using standard authentication protocols. |
| Type of Personal Data | User name  First name  Surname  Date of birth  NHS Number  Email address employment  Email address personal  Mobile telephone number  Pay statements  Tax records  Pension benefits statements |
| Categories of Data Subject | Military Service personnel  RFA personnel  Civil Servants  Defenec Academy staff  DECA staff  DSTL staff  Contract staff  Cadet Force adult volunteers  Cadet Force cadets  Service family members |
| 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 | Data will be processed and retained on Defence systems. |

**Attachment 10 – Transparency Reports**

|  |  |  |  |
| --- | --- | --- | --- |
| **Title** | **Content** | **Format** | **Frequency** |
| **Performance** | Feedback from end customer | Presentation – Performance review | Weekly and Monthly |
| **Order Contract Charges** | Days, no of resources | Agreed Statement of Work and Invoice | Monthly |
| **Key Subcontractors** | List of Key-Subcontractors  Supply chain governance | Stand-ups & Presentation | Monthly & Quarterly |
| **Technical** | As detailed within the monthly Statement of Work | Stand-up  & Presentation/Meeting | Weekly, and provide information within Quarterly Performance Review Meetings |
| **Performance and underperformance management** | Delivery to date, roles, no of days, and resources, cost | Presentation/Meeting | Weekly, and provide information within Quarterly Performance Review Meetings |
| **Resource plans** | Supplier is to provide suitably qualified experienced resource to deliver the outputs, if resource becomes unavailable, the supplier must provide replacement SQEP resource within 48 hours (to be further agreed with contract manager) | Email notification to Authority of any unavailability to be further discussed and agreed with contract manager | As & When required |

* 1. Every week as new capabilities need new data; Remedy work tickets are raised which are prioritised daily. The supplier delivers them, grouping them up into releases agreed with the customer.
  2. Once these releases go live to the user, we call them to ensure they got what they wanted. Weekly Kanban meetings discuss and investigate through backlogs of work in detail, and monthly high-level meetings to take an overview of the contract and discuss any major issues, and quarterly meetings with the Commercial Team.

**Attachment 11 - Call Off Terms and Additional/Alternative Schedules and Clauses**

See Annex F: Ad-Hoc Tasking Order Process Map & Form

See Annex G: Monthly SOW Template

See Call Off Terms and Conditions AND Alternative and Additional Clauses

**Attachment 12 - Statement Relating to Good Standing (PCR 2015)**

**REDACTED**

**Attachment 13 - Supplier’s Tender Response**

The Provision of Web Application Support as a Service (WASaaS)

**REDACTED**