



**Technology Services 2 Agreement RM3804
Framework Schedule 4 - Annex 1**

Order Form

In this Order Form, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions), Framework Schedule 1 or the relevant Call Off Schedule in which that capitalised expression appears.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of the Call Off Contract for the duration of the Call Off Period.

This Order Form should be used by Customers ordering Services under the Technology Services 2 Framework Agreement ref. RM3804 in accordance with the provisions of Framework Schedule 5.

The Call Off Terms, referred to throughout this document, are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3804>

The Customer must provide a draft Order Form as part of the Further Competition Procedure.

Section A General information

This Order Form is issued in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

Customer details

Customer organisation name

The Commissioners for Her Majesty's Revenue and Customs

Billing address

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

100 Parliament Street, London SW1A 2BQ

Customer representative name

The name of your point of contact for this Order

Stuart Moore

Customer representative contact details

Email and telephone contact details for the Customer's representative

[REDACTED]

Supplier details

Supplier name

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



Fujitsu Services Limited

Supplier address

Supplier's registered address

Supplier representative name

The name of the Supplier point of contact for this Order

Supplier representative contact details

Email and telephone contact details of the supplier's representative

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

Section B
Overview of the requirement

Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition)

- 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
- 4. PROGRAMMES & LARGE PROJECTS
 - a. OFFICIAL
 - a. SECRET (& above)

Customer project reference

Please provide the customer project reference number.

SR635114525

Call Off Commencement Date

The date on which the Call Off Contract is formed – this should be the date of the last signature on Section E of this Order Form

02/08/2021

Call Off Contract Period (Term)



A period which does not exceed the maximum durations specified per Lot below:

Call Off commencement date: 02/08/2021

Service commencement date: as soon as possible, subject to transition, timescales of for service commencement to be confirmed within a week of Call Off commencement date and to be agreed between the Contracting Authority and the Provider.

Call Off end date: 30/06/2022

Call Off Initial Period Months
Eleven months (11)

Call Off Extension Period (Optional) Months
Twelve months (12)

Minimum Notice Period for exercise of Termination Without Cause 45 days
(Calendar days) *Insert right (see Call Off Clause 30.7)*

Additional specific standards or compliance requirements

Include any conformance or compliance requirements over and above the Standards (including those listed at paragraph 2.3 of Framework Schedule 2) which the Services must meet.

List below if applicable

HMRC Additional Mandatory Terms

Customer's ICT and Security Policy

The supplier is required to adhere to HMRC policies found at Not Applicable

If access is not provided, please contact Not Applicable

Security Management Plan

Where the Supplier is required to provide the Customer with the Security Management Plan then append to this Order Form as a clearly marked document Not Applicable

Section C Customer Core Services Requirements

Please provide details of all Services required including the locations where the Supplier is required to provide the Services Ordered.

Services

List below or append as a clearly marked document to confirm the Services which the Supplier shall provide to the Customer (which could include the Customer's requirement and the Supplier's response to the Further Competition Procedure). If a Direct Award, please append the Supplier's Catalogue Service Offer.

1. INTRODUCTION AND BACKGROUND TO THE AUTHORITY
 - 1.1 HMRC is responsible for the administration and collection of over 15 different taxes; the administration and payment of tax credits and child benefit, the enforcement and administration of the Money Laundering Regulations, National Minimum Wage and recovery of Student Loans.
 - 1.2 The Authority came into formal existence on the 18th April 2005 with the merger of the Inland Revenue and HM Customs & Excise. HMRC Current Objectives:
 - 1.2.1 maximise revenues due and bear down on avoidance and evasion
 - 1.2.2 transform tax and payments for our customers
 - 1.2.3 design and deliver a professional, efficient and engaged organisation



- 1.3 The taxes and duties HMRC collect fund the UK's schools, hospitals and other important services that we all rely on.
 - 1.4 HMRC also pay tax credits and Child Benefit, enforce the National Minimum Wage and administer the government's Tax-Free Childcare scheme.
 - 1.5 Our work touches the lives of virtually everyone in the country – HMRC are one of the UK's biggest organisations, with more than 59,000 fulltime equivalent employees nationwide
2. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT
- 2.1 HMRC are undergoing major change, across two major programmes of work:
 - 2.1.1 Technology Sourcing Programme (TSP)
 - 2.1.2 Securing our Technical Future (SoTF)
 - 2.2 TSP is a multi-year programme of work transforming and enabling how HMRC deliver IT, utilise technology and work more effectively as an organisation. HMRC are migrating to a new IT vendor landscape in a phased approach. Supplier contracts will be regularly re-competed with greater disaggregation, reducing risk of incumbent advantage, resulting in an improved supply chain with the potential for many new suppliers, including SMEs.
 - 2.3 The SoTF Programme has been established to 'stabilise' HMRC's current estate which is aged and out of support as a result of limited on-going maintenance; remediating high priority vulnerabilities; exiting our 3 data centres the contracts for which expire in 2022. The programme will migrate all services within the data centres to the new supported platforms, Cloud and Crown Hosting (for physical assets), enabling HMRC to fully exploit the benefits of Cloud and Crown hosting opportunities.
 - 2.4 Both of these programmes have a profound impact on the way in which HMRC manage their IT infrastructure. All services are being assessed as to what their future direction looks like, from an infrastructure, application and support perspective, which is leading to a significantly complex change programme.
 - 2.5 As part of the SoTF programme, the Crown Hosting estate is being built up to support Production workloads from June 2021 to June 2022. As part of this build up, we require an increased engineering presence in Crown Hosting to provide Ongoing smart hands to provide reactive support for the equipment as it becomes incorporated into Production service
 - 2.6 The purpose of this tender is to request proposals to provide this increased engineering presence for the smart hands service.
3. SPECIFICATION
- 3.1 The Authority is seeking the provision of an experienced Data Centre Services partner for a period of 11 months from August 2021 to June 2022 with an option to extend for a further 12 months for the smart hands services.
 - 3.2 All quotations are to be sourced from Lot 3c (Operational Services – Technical Management) under the CCS Technology Services 2 framework agreement (RM3804).
 - 3.3 The requirements are documented below:
 - 3.3.1 Requirement Summary
 - 3.3.1.1 Smart hands service for HMRC Crown Hosting Datacentres in Farnborough and Corsham
 - 3.3.2 Background
 - 3.3.2.1 HMRC Crown Hosting provides a hosting platform for a wide mixture of business and technical services. This platform is split between two dedicated technical halls in two ARK data centres (one hall in each).



3.3.2.2 Our selected run-partner is responsible for day-to-day operational management of the platform and carries out most activities using remote access tools. This responsibility includes population and maintenance of detailed Data Centre Infrastructure Management (DCIM) asset records. They also visit site in person on a regular basis to carry out certain hands-on tasks and in addition they arrange for third-party suppliers, typical vendor engineers for the key hardware components, to attend site to carry out maintenance and upgrade activities.

3.3.3 Requirement

3.3.3.1 HMRC Crown Hosting require a complementary smart hands service to collaborate with HMRC Crown Hosting, its run-partner and other authorised parties who can raise requests for work provide capabilities for the following:

- (a) Incident support – assisting in resolution of service incidents and escorting 3rd parties as necessary.
- (b) Ad hoc support – such as preventative maintenance activities
- (c) Scheduled support - such as advanced notice for escorting of vendor engineers
- (d) Pre-scheduled support – such as weekly checks of technical halls
- (e) Occasional Project Work – performing specific tasks, when requested, relating to installation or configuration of equipment in Crown Hosting

3.3.3.2 HMRC Crown Hosting is a relatively new facility primarily designed and built to host several well-established services currently hosted in legacy data centre facilities that HMRC wishes to exit for various commercial and technical reasons. Most services targeted for migration from the legacy to the Crown Hosting facilities will be migrated over the next 18 months. Thus, the profile of services being hosted will change significantly over time as will the likely level of work related to incidents and management.

3.3.3.3 The smart hands provider will support the HMRC Crown Hosting Data Centre's and work as an 'intelligent supplier' and shall act in a proactive manner.

3.3.3.4 At a high level the services provided to Crown Hosting shall cover but not be limited to by the services listed below:

- (a) Management of service requests raised on a mutually approved system.
- (b) Service available 24x7x365
- (c) Support of Priority calls and response targets as defined by HMRC and are currently as follows:
 - (i) P1 = 4 Hours
 - (ii) P2 = 8 Hours
 - (iii) P3 = 12 Hours (1 Working Day)
 - (iv) P4 = 36 Hours (3 Working Days)
 - (v) P5 = 60 Hours (5 Working Days)



- 3.3.3.5 Where the Service is to support scheduled works, including project-based change, a Service Request shall be raised that shall normally provide at least 24 hours' notice
- 3.3.3.6 The smart hands service will be delivered as either or a mixture of:
 - (a) Task based working where written guidance is provided to perform specific tasks
 - (b) Guided working where work is undertaken interactively over a voice call or mutually agreed messaging arrangement
 - (c) Process based working following established processes and procedures established by HMRC Crown Hosting
- 3.3.3.7 Local administration and implementation of change requests or incident responses which can include, but not limited to:
 - (a) Receipt and logging of goods in/out, including spares
 - (b) Packing and unpacking of equipment and disposal of waste
 - (c) Power cycling IT equipment
 - (d) Reseating power or cable connections
 - (e) Assisting with software recovery/rebuild
 - (f) Handling emergency access requests
 - (g) Overseeing third party installations and decommissions
 - (h) Media swap
 - (i) Magnetic media management
 - (j) Labelling (asset tagging) of equipment
 - (k) Support for compliance audits
 - (l) Installation of equipment
 - (m) Physical inspections (patrol checks) and alarm status verifications
 - (n) Monitoring of hardware/network status and error displays through visible alerts and system monitoring tools
 - (o) Liaison with 3rd party for secure data erasure
 - (p) 'Ad hoc' escort duties
- 3.3.3.8 For information, the technology platforms that comprise the target Crown Hosting estate will cover:
 - (a) HPE Synergy Intel Servers
 - (b) HPE 3PAR Storage Devices
 - (c) Potentially Dell / EMC Storage Devices
 - (d) IBM AIX Servers
 - (e) Oracle Solaris Servers
- 3.3.4 Volumetrics
 - 3.3.4.1 It has been estimated that we will have approximately 1100 callouts a year.
- 3.3.5 Service Levels and Commercial Expectations
 - 3.3.5.1 HMRC Crown Hosting requires the smart hands service to be:
 - (a) Available 24 x 7, 365 days per year
 - (b) Responsive in terms of time allowed to be on site in the location required to carry out required tasks. One hour response time to be onsite to carry out hands on tasks under instruction from authorised party.
 - (c) Scalable and flexible:
 - (i) Rates based on thresholds and sliding scales



- (ii) Tiered volumetric to be created
- (iii) Costs modelled on contract initiation
- (d) Reviewed quarterly to adjust for actual and expected work load
- (e) Provided on a price per call basis with no fixed costs (although weekly/monthly Pre-scheduled will effectively provide for a baseline charge)

Location/Site(s) for provision of the Services

Corsham and Farnborough. Full site details to be found in tender specification documents.

Additional Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional t&c's v4.

Those Additional Clauses selected below shall be incorporated into this Call Off Contract

AUTHORITY'S MANDATORY TERMS

- A.** For the avoidance of doubt, references to 'the Agreement' mean the attached Call-Off Contract between the Supplier and the Authority. References to 'the Authority' mean 'the Buyer' (the Commissioners for Her Majesty's Revenue and Customs).
- B.** The Agreement incorporates the Authority's mandatory terms set out in this Schedule.
- C.** In case of any ambiguity or conflict, the Authority's mandatory terms in this Schedule will supersede any other terms in the Agreement.

1. Definitions

- "Affiliate"** in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
- "Authority Data"** (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:
- (i) supplied to the Supplier by or on behalf of the Authority; and/or
 - (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or
- (b) any Personal Data for which the Authority is the Controller, or any data derived from such Personal Data which has had any designatory data identifiers removed so that an individual cannot be identified;



“Charges”	the charges for the Services as specified in [Call Off Contract Charges and Payment Profile];
“Connected Company”	means, in relation to a company, entity or other person, the Affiliates of that company, entity or other person or any other person associated with such company, entity or other person;
“Control”	the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;
“Controller”, “Processor”, “Data Subject”, “Data Protection Legislation”	take the meaning given in the UK GDPR; (a) "the data protection legislation" as defined in section 3(9) of the Data Protection Act 2018; and; (b) all applicable Law about the processing of personal data and privacy;
“Key Subcontractor”	any Subcontractor: (a) which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or (b) with a Subcontract with a contract value which at the time of appointment exceeds (or would exceed if appointed) ten per cent (10%) of the aggregate Charges forecast to be payable under this Call-Off Contract;
“Law”	any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
“Personal Data”	has the meaning given in the UK GDPR;
“Purchase Order Number”	the Authority’s unique number relating to the supply of the Services;
“Services”	the services to be supplied by the Supplier to the Authority under the Agreement, including the provision of any Goods;
“Subcontract”	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Subcontractor) and any third party whereby that third party agrees to provide to the Supplier (or the Subcontractor) all or any part of the Services, or facilities or services which are material for the provision of the Services, or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
“Subcontractor”	any third party with whom: (a) the Supplier enters into a Subcontract; or



“Supplier Personnel”	(b) a third party under (a) above enters into a Subcontract, or the servants or agents of that third party; all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Supporting Documentation”	sufficient information in writing to enable the Authority to reasonably verify the accuracy of any invoice;
“Tax”	(a) all forms of tax whether direct or indirect; (b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction; (c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and (d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above, in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;
“Tax Non-Compliance”	where an entity or person under consideration meets all 3 conditions contained in the relevant excerpt from HMRC’s “Test for Tax Non-Compliance”, as set out in Annex 1, where: (a) the “Economic Operator” means the Supplier or any agent, supplier or Subcontractor of the Supplier requested to be replaced pursuant to Clause 4.3; and (b) any “Essential Subcontractor” means any Key Subcontractor;
“UK GDPR”	the UK General Data Protection Regulation, the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
“VAT”	value added tax as provided for in the Value Added Tax Act 1994.

2. Payment and Recovery of Sums Due

2.1 The Supplier shall invoice the Authority as specified in Clause **Call Off Contract Charges and Payment Profile** of the Agreement. Without prejudice to the generality of the invoicing procedure specified in the Agreement, the Supplier shall procure a Purchase Order Number from the Authority prior to the commencement of any Services and the Supplier acknowledges and agrees that should it commence Services without a Purchase Order Number:

2.1.1 the Supplier does so at its own risk; and

2.1.2 the Authority shall not be obliged to pay any invoice without a valid Purchase Order Number having been provided to the Supplier.

2.2 Each invoice and any Supporting Documentation required to be submitted in accordance with the invoicing procedure specified in the Agreement shall be submitted by the Supplier,



as directed by the Authority from time to time via the Authority's electronic transaction system.

- 2.3** If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Authority from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

3. Warranties

- 3.1** The Supplier represents and warrants that:

3.1.1 in the three years prior to the Effective Date, it has been in full compliance with all applicable securities and Laws related to Tax in the United Kingdom and in the jurisdiction in which it is established;

3.1.2 it has notified the Authority in writing of any Tax Non-Compliance it is involved in; and

3.1.3 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue and the Supplier has notified the Authority of any profit warnings issued in respect of the Supplier in the three years prior to the Effective Date.

- 3.2** If at any time the Supplier becomes aware that a representation or warranty given by it under Clause 3.1.1, 3.1.2 and/or 3.1.3 **Error! Reference source not found.** has been breached, is untrue, or is misleading, it shall immediately notify the Authority of the relevant occurrence in sufficient detail to enable the Authority to make an accurate assessment of the situation.

- 3.3** In the event that the warranty given by the Supplier pursuant to Clause 3.1.2 is materially untrue, the Authority shall be entitled to terminate the Agreement pursuant to the Call-Off clause which provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).

4. Promoting Tax Compliance

- 4.1** All amounts stated are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice.

- 4.2** To the extent applicable to the Supplier, the Supplier shall at all times comply with all Laws relating to Tax and with the equivalent legal provisions of the country in which the Supplier is established.

- 4.3** The Supplier shall provide to the Authority the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, supplier or Subcontractor of the Supplier prior to the provision of any material Services under the Agreement by that agent, supplier or Subcontractor. Upon a request by the Authority, the Supplier shall not contract, or will cease to contract, with any agent, supplier or Subcontractor supplying Services under the Agreement.



- 4.4** If, at any point during the Term, there is Tax Non-Compliance, the Supplier shall:
- 4.4.1** notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and
 - 4.4.2** promptly provide to the Authority:
 - (a)** details of the steps which the Supplier is taking to resolve the Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - (b)** such other information in relation to the Tax Non-Compliance as the Authority may reasonably require.
- 4.5** The Supplier shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any Tax relating to payments made to the Supplier under this Agreement. Any amounts due under this Clause 4.5 shall be paid in cleared funds by the Supplier to the Authority not less than five (5) Working Days before the date upon which the Tax or other liability is payable by the Authority.
- 4.6** Upon the Authority's request, the Supplier shall provide (promptly or within such other period notified by the Authority) information which demonstrates how the Supplier complies with its Tax obligations.
- 4.7** If the Supplier:
- 4.7.1** fails to comply (or if the Authority receives information which demonstrates to it that the Supplier has failed to comply) with Clauses 4.2, 4.4.1 and/or 4.6 this may be a material breach of the Agreement;
 - 4.7.2** fails to comply (or if the Authority receives information which demonstrates to it that the Supplier has failed to comply) with a reasonable request by the Authority that it must not contract, or must cease to contract, with any agent, supplier or Subcontractor of the Supplier as required by Clause 4.3 on the grounds that the agent, supplier or Subcontractor of the Supplier is involved in Tax Non-Compliance this shall be a material breach of the Agreement; and/or
 - 4.7.3** fails to provide details of steps being taken and mitigating factors pursuant to Clause 4.2.2 which in the reasonable opinion of the Authority are acceptable this shall be a material breach of the Agreement;

and any such material breach shall allow the Authority to terminate the Agreement pursuant to the Call-Off Clause which provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).

- 4.8** The Authority may internally share any information which it receives under Clauses 4.3 to 4.4 (inclusive) and 4.6, for the purpose of the collection and management of revenue for which the Authority is responsible.

5. Use of Off-shore Tax Structures

- 5.1** Subject to the principles of non-discrimination against undertakings based either in member countries of the European Union or in signatory countries of the World Trade Organisation Agreement on Government Procurement, the Supplier shall not, and shall ensure that its Connected Companies, Key Subcontractors (and their respective Connected Companies) shall not, have or put in place (unless otherwise agreed with the Authority) any arrangements involving the use of off-shore companies or other off-shore entities the main



purpose, or one of the main purposes, of which is to achieve a reduction in United Kingdom Tax of any description which would otherwise be payable by it or them on or in connection with the payments made by or on behalf of the Authority under or pursuant to this Agreement or (in the case of any Key Subcontractor and its Connected Companies) United Kingdom Tax which would be payable by it or them on or in connection with payments made by or on behalf of the Supplier under or pursuant to the applicable Key Subcontract ("**Prohibited Transactions**"). Prohibited Transactions shall not include transactions made between the Supplier and its Connected Companies or a Key Subcontractor and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties' business.

- 5.2** The Supplier shall notify the Authority in writing (with reasonable supporting detail) of any proposal for the Supplier or any of its Connected Companies, or for a Key Subcontractor (or any of its Connected Companies), to enter into any Prohibited Transaction. The Supplier shall notify the Authority within a reasonable time to allow the Authority to consider the proposed Prohibited Transaction before it is due to be put in place.
- 5.3** In the event of a Prohibited Transaction being entered into in breach of Clause 5.1 above, or in the event that circumstances arise which may result in such a breach, the Supplier and/or the Key Subcontractor (as applicable) shall discuss the situation with the Authority and, in order to ensure future compliance with the requirements of Clauses 5.1 and 5.2, the Parties (and the Supplier shall procure that the Key Subcontractor, where applicable) shall agree (at no cost to the Authority) timely and appropriate changes to any such arrangements by the undertakings concerned, resolving the matter (if required) through the escalation process in the Agreement.
- 5.4** Failure by the Supplier (or a Key Subcontractor) to comply with the obligations set out in Clauses 5.2 and 5.3 shall allow the Authority to terminate the Agreement pursuant to the Clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause).

6 Data Protection and off-shoring

- 6.1** The parties agree that the Supplier shall, whether it is the Controller or Processor, in relation to any Personal Data processed in connection with its obligations under the Agreement:
- 6.1.1** not transfer Personal Data outside of the United Kingdom unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
- (a) the Supplier or any applicable Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or, where relevant, section 75 of the Data Protection Act 2018) as determined by either the Authority or the Supplier when it is the Controller;
 - (b) the Data Subject has enforceable rights and effective legal remedies;
 - (c) the Supplier or any applicable Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist either the Authority or the Supplier when it is the Controller in meeting its obligations); and



- (d) the Supplier or any applicable Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

6.2 Failure by the Supplier or any applicable Processor to comply with the obligations set out in Clause 6.1 shall allow the Authority to terminate the Agreement pursuant to the Clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).

7 Commissioners for Revenue and Customs Act 2005 and related Legislation

7.1 The Supplier shall comply with, and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in Section 18 of the Commissioners for Revenue and Customs Act 2005 ('CRCA') to maintain the confidentiality of Authority Data. Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the aforesaid obligations may lead to a prosecution under Section 19 of CRCA.

7.2 The Supplier shall comply with, and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in Section 123 of the Social Security Administration Act 1992, which may apply to the fulfilment of some or all of the Services. The Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the Supplier's obligations under Section 123 of the Social Security Administration Act 1992 may lead to a prosecution under that Act.

7.3 The Supplier shall regularly (not less than once every six (6) months) remind all Supplier Personnel who will have access to, or are provided with, Authority Data in writing of the obligations upon Supplier Personnel set out in Clause 7.1 above. The Supplier shall monitor the compliance by Supplier Personnel with such obligations.

7.4 The Supplier shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data sign (or have previously signed) a Confidentiality Declaration, in the form provided at Annex 2. The Supplier shall provide a copy of each such signed declaration to the Authority upon demand.

7.5 In the event that the Supplier or the Supplier Personnel fail to comply with this Clause 7, the Authority reserves the right to terminate the Agreement with immediate effect pursuant to the clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause).

8 Amendments to Alternative and Additional Clauses

8.1 Not used

9 Publicity and Branding

9.1 In addition to the incorporated Framework Agreement Clauses 26.1 to 26.3 (Publicity and branding) the Supplier:

9.1.1 shall not publicise this Call-Off Contract or its contents in any way without the Buyer's prior written approval;

9.1.2 shall not use the Buyer's name, logo or brand in any promotion or marketing or announcement of orders without the Buyer's prior written approval; and



9.1.3 acknowledges that nothing in this Call-Off Contract either expressly or by implication constitutes an endorsement of any products or services of or provided to the Buyer and agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

Annex 1
Excerpt from HMRC's "Test for Tax Non-Compliance"

Condition one (An in-scope entity or person)

1. There is a person or entity which is either: ("X")

- 1) The Economic Operator or Essential Subcontractor (EOS)
- 2) Part of the same Group of companies of EOS. An entity will be treated as within the same Group of EOS where that entities' financial statements would be required to be consolidated with those of EOS if prepared in accordance with *IFRS 10 Consolidated Financial Accounts*¹;
- 3) Any director, shareholder or other person (P) which exercises control over EOS. 'Control' means P can secure, through holding of shares or powers under articles of association or other document that EOS's affairs are conducted in accordance with P's wishes.

Condition two (Arrangements involving evasion, abuse or tax avoidance)

2. X has been engaged in one or more of the following:
 - a. Fraudulent evasion²;
 - b. Conduct caught by the General Anti-Abuse Rule³;
 - c. Conduct caught by the Halifax Abuse principle⁴;
 - d. Entered into arrangements caught by a DOTAS or VADR scheme⁵;
 - e. Conduct caught by a recognised 'anti-avoidance rule'⁶ being a statutory provision which targets arrangements where either a main purpose, or an expected benefit, is to obtain a tax advantage or where the arrangement is not effected for commercial purposes.

¹ <https://www.iasplus.com/en/standards/ifrs/ifrs10>

² 'Fraudulent evasion' means any 'UK tax evasion offence' or 'UK tax evasion facilitation offence' as defined by section 52 of the Criminal Finances Act 2017 or a failure to prevent facilitation of tax evasion under section 45 of the same Act.

³ "General Anti-Abuse Rule" means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions

⁴ "Halifax Abuse Principle" means the principle explained in the CJEU Case C-255/02 Halifax and others

⁵ A Disclosure of Tax Avoidance Scheme (DOTAS) or VAT Disclosure Regime (VADR) scheme caught by rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Section 19 and Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Section 19 and Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

⁶ The full definition of 'Anti-avoidance rule' can be found at Paragraph 25(1) of Schedule 18 to the Finance Act 2016 and Condition 2 (a) above shall be construed accordingly.



'Targeted Anti-Avoidance Rules' (TAARs). It may be useful to confirm that the Diverted Profits Tax is a TAAR for these purposes;

- f. Entered into an avoidance scheme identified by HMRC's published Spotlights list⁷;
- g. Engaged in conduct which falls under rules in other jurisdictions which are equivalent or similar to (a) to (f) above.

Condition three (Arrangements are admitted, or subject to litigation/prosecution or identified in a published list (Spotlights))

3. X's activity in *Condition 2* is, where applicable, subject to dispute and/or litigation as follows:
 - i. In respect of (a), either X:
 1. Has accepted the terms of an offer made under a Contractual Disclosure Facility (CDF) pursuant to the Code of Practice 9 (COP9) procedure⁸; or,
 2. Has been charged with an offence of fraudulent evasion.
 - ii. In respect of (b) to (e), once X has commenced the statutory appeal process by filing a Notice of Appeal and the appeal process is ongoing including where the appeal is stayed or listed behind a lead case (either formally or informally). NB Judicial reviews are not part of the statutory appeal process and no supplier would be excluded merely because they are applying for judicial review of an HMRC or HMT decision relating to tax or national insurance.
 - iii. In respect of (b) to (e), during an HMRC enquiry, if it has been agreed between HMRC and X that there is a pause with the enquiry in order to await the outcome of related litigation.
 - iv. In respect of (f) this condition is satisfied without any further steps being taken.
 - v. In respect of (g) the foreign equivalent to each of the corresponding steps set out above in (i) to (iii).

For the avoidance of doubt, any reference in this Annex 1 to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time including any implementing or successor legislation.

Annex 2 Form CONFIDENTIALITY DECLARATION

CONTRACT REFERENCE: [for Supplier to insert Contract reference number and contract date] ('the Agreement')

DECLARATION:

I solemnly declare that:

1. I am aware that the duty of confidentiality imposed by section 18 of the Commissioners for Revenue and Customs Act 2005 applies to Authority Data (as defined in the Agreement) that has been or will be provided to me in accordance with the Agreement.

⁷ Targeted list of tax avoidance schemes that HMRC believes are being used to avoid paying tax due and which are listed on the Spotlight website: <https://www.gov.uk/government/collections/tax-avoidance-schemes-currently-in-the-spotlight>

⁸ The Code of Practice 9 (COP9) is an investigation of fraud procedure, where X agrees to make a complete and accurate disclosure of all their deliberate and non-deliberate conduct that has led to irregularities in their tax affairs following which HMRC will not pursue a criminal investigation into the conduct disclosed.



2. I understand and acknowledge that under Section 19 of the Commissioners for Revenue and Customs Act 2005 it may be a criminal offence to disclose any Authority Data provided to me.

SIGNED:
FULL NAME:
POSITION:
COMPANY:
DATE OF SIGNATURE:

(Those Additional Clauses shall be incorporated into this Call Off Contract)

Applicable Call Off Contract Terms

Optional Clauses

Can be selected to apply to any Order

Additional Clauses and Schedules

Tick any applicable boxes below

Tick any applicable boxes below

A: SERVICES – Mandatory
The following clauses will automatically apply where Lot 3 services are provided (this includes Lot 4a & 4b where Lot 3 services are included).

C: Call Off Guarantee

A3: Staff Transfer

D: Relevant Convictions

A4: Exit Management

E: Security Requirements

A: PROJECTS - Optional

F: Collaboration Agreement
Where required please complete and append to this Order Form as a clearly marked document (see Call Off Schedule F)

A1: Testing

A2: Key Personnel

G: Security Measures

B: SERVICES - Optional
Only applies to Lots 3 and 4a and 4b

B1: Business Continuity and Disaster Recovery

H: MOD Additional Clauses

B2: Continuous Improvement & Benchmarking

Alternative Clauses

B3: Supplier Equipment

To replace default English & Welsh Law, Crown Body and FOIA subject base Call Off Clauses



B4: Maintenance of the ICT Environment	<input type="checkbox"/>	<i>Tick any applicable boxes below</i>	
B5: Supplier Request for Increase of the Call Off Contract Charges	<input type="checkbox"/>	Scots Law Or	<input type="checkbox"/>
B6: Indexation	<input type="checkbox"/>	Northern Ireland Law	<input type="checkbox"/>
B7: Additional Performance Monitoring Requirements	<input type="checkbox"/>	Non-Crown Bodies	<input type="checkbox"/>
		Non-FOIA Public Bodies	<input type="checkbox"/>

Collaboration Agreement (see Call Off Schedule F) This Schedule can be found on the RM3804 CCS webpage. The document is titled RM3804 Collaboration agreement call off schedule F v1.

Organisations required to collaborate (Collaboration Suppliers)
ARK hosting, Fujitsu

An executed Collaboration Agreement shall be delivered from the Supplier to the Customer within the stated number of Working Days from the Call Off Commencement Date

Licensed Software Where Software owned by a party other than the Customer is used in the delivery of the Services list product details under each relevant heading below

Supplier Software

Not Applicable

Third Party Software

Not Applicable

Customer Property (see Call Off Clause 21)

Items licensed by the Customer to the Supplier (including any Customer Software, Customer Assets, Customer System, Customer Background IPR and Customer Data)

List below if applicable

HMRC Customer Data

Call Off Contract Charges and Payment Profile (see Call Off Schedule 2)

Include Charges payable by the Customer to the Supplier (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)

List below or append as a clearly marked document. If a Direct Award, please append the Price Card attached to the Supplier's Catalogue Service Offer.

The payment method for this Order-Form is – monthly in arrears Invoices will be sent to the Buyer via their electronic transaction system (MYBUY). Each invoice shall include such supporting information required by the Buyer to verify the accuracy of the invoice, Including the



relevant Purchase Order Number (and contract reference) and a breakdown of the Services supplied in the invoice period.			
Undisputed Sums Limit (£) <i>Insert right (see Call Off Clause 31.1.1)</i>	n/a		
Delay Period Limit (calendar days) <i>Insert right (see Call Off Clause 5.4.1(b)(ii))</i>	30 days		
Estimated Year 1 Call Off Contract Charges (£) For Call Off Contract Periods of over 12 Months	Up to a maximum of £300,000		
Enhanced Insurance Cover Where a specific Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Schedule 14 please specify below			
Third Party Public Liability Insurance (£)	£10m		
Professional Indemnity Insurance (£)	£2m		
Transparency Reports (see Call Off Schedule 6) <i>If required by the Customer populate the table below to describe the detail (titles are suggested examples)</i>			
Title	Content	Format	Frequency
Service Performance	Performance against agreed Service Levels, trend analysis and covering availability, performance and capacity metrics	MS-PowerPoint	Monthly
Call Off Contract Charges	Charges per Payment Schedule	Invoice	Monthly
Quality Plans (see Call Off Clause 7.2) Not Applicable Time frame for delivery of draft Quality Plans from the Supplier to the Customer – from the Call Off Commencement Date (Working Days) <i>Where applicable insert right</i>			
Implementation Plan (see Call Off Clause 5.1.1) Not Applicable Time frame for delivery of a draft Implementation Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days) <i>Where applicable insert right. If a Direct Award, please append the Implementation Plan attached to the Supplier's Catalogue Service Offer.</i>		n/a	
BCDR (see Call Off Schedule B1) <i>This can be found on the CCS RM3804 webpage. The document is titled RM3804 Alternative and additional t&c's v4.</i>		<input type="checkbox"/>	
Not applicable.			
GDPR (see Call Off Clause 23.6)			



Where a specific Call Off Contract requires the inclusion of GDPR data processing provisions, please complete and append Call Off Schedule 7 to this order form. This Schedule can be found in the Call Off Contract on the RM3804 CCS webpage

GDPR Proposed Table for Data Protection

Description	Details	Response
Subject matter of the processing	[This should be a high level, short description of what the processing is about i.e. its subject matter]	Handling of physical media and accessing physical devices that potentially contain in-scope data.
Duration of the processing	[Clearly set out the duration of the processing including dates]	For the duration of the contract (1+1 years)
Nature and purposes of the processing	[Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc). The purpose might include e.g.: employment processing, statutory obligation, recruitment assessment etc]	<p>The nature of the data operations include:</p> <ul style="list-style-type: none"> • Handling of physical media, as instructed by the Authority • Accessing physical devices, but no logical direct access to the data, as instructed by the Authority <p>Purpose (see subject matter of the processing)</p>
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]	<ul style="list-style-type: none"> • Individual details- name, address, DOB, NI Number, Employment details, salary and tax, pension • Corporation / business details – name, address, director / staff details, income, expenses, dividends, taxes
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]	<ul style="list-style-type: none"> • Members of the Public • Corporation / Business • Members of HMRC Staff (audited for system usage)



Plan for return or destruction of the data once the processing is complete UNLESS requirement under union or member state	Describe how long the data will be retained for, how it be returned or destroyed	N/A
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Supplier Equipment (see Call Off Clause B3)

This can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional t&c's v4.

X - Service Failures (number)
Where applicable insert right

Not Applicable

Y – Period (Months)
Where applicable insert right

Not Applicable

Key Personnel & Customer Responsibilities (see Call Off Clause A2)

List below or append as a clearly marked document to include Key Roles

Key Personnel

List below or append as a clearly marked document to include Key Roles

Not Applicable

Customer Responsibilities

List below or append as a clearly marked document

Not Applicable

Relevant Conviction(s)

Where applicable the Customer to include details of Conviction(s) it considers relevant to the nature of the Services.

List below or append as a clearly marked document (see Call Off Clause D where used)

SC Clearance requirement as stated in the tender

Appointment as Agent (see Call Off Clause 19.5.4)

Insert details below or append as a clearly marked document

Specific requirement and its relation to the Services

Not Applicable

Other CCS framework agreement(s) to be used

Not Applicable

SERVICE LEVELS AND SERVICE CREDITS (see Part A of Call Off Schedule 3)



Service Levels

If required by the Customer populate the table below to describe the detail (content is suggested examples).

If a Direct Award, please append the Supplier's Service Level Agreement as attached to the Supplier's Catalogue Service Offer.

For Smart Hands Services - Service available 24x7x365

Support of Priority calls and response targets as defined by HMRC and are currently as follows:

- P1 = 4 Hours
- P2 = 8 Hours
- P3 = 12 Hours (1 Working Day)
- P4 = 36 Hours (3 Working Days)
- P5 = 60 Hours (5 Working Days)

Service Levels				
Service Level Performance Criteria	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
Time to attend The time taken to attend the incident from the point of the incident being notified to the Supplier.	Performance	% of calls not attended within SLA measures vs total number of incidents broken down by Severity level - list of Severity 1 and 2 calls not attended within SLA maximum time detailing number of hours to resolution - & how those calls have been escalated Severity levels: Max time to attend		
		Severity 1 (4 hours) - 100%	80%	2% Service Credit gained for each incident breaching the 4 hour service level. Additional 0.5% for each and every hour beyond the 4 hour service level of each incident. -----
		Severity 2 (8 hours) – 100%	80%	1% Service Credit gained for each incident breaching the 8 hour service level. Additional 0.2% for each and every 2 hour period beyond



		<p>Severity 3 (1 Working Days) – 98%</p>	80%	<p>the 8 hour service level of each incident</p> <p>-----</p> <p>0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure for severity level 3</p>
		<p>Severity 4 (3 Working Days) – 98%</p>	80%	<p>-----</p> <p>0.2% Service Credit gained for each percentage under the specified Service Level Performance Measure</p>
		<p>Severity levels will be assigned as:</p> <p>1: Incident causing a critical or total interruption to service, including a complete network failure. There is no alternative/resilient service available</p> <p>2: Services are degraded or have reduced availability or limited network access. There is a severe impact on service availability. No acceptable alternative is possible. e.g. Dept. or Hub Floor with no access</p> <p>3: A non-critical impact to service which has operational service reduction, but no direct effect on service availability. An alternative/workaround is possible, e.g. Multiple Users with no access</p> <p>4: An incident requiring resolution but which currently is not affecting service or availability, e.g. Single User with no or partial access</p>		



Critical Service Level Failure (see Call Off Clause 9)

Agree and specify the metrics for Critical Service Level Failures in the marked areas below

In relation to Time to Attend, a Critical Service Level Failure shall include achieving below 80% performance in 1 or more Priority Levels for 3 consecutive months. This triggers some additional governance / management of the supplier.

Service Credits

Formula for calculation

Time To Attend

If **x%** (Service Level Performance Measure) - **y%** (actual Service Level performance)

Worked example:

100% (e.g. Service Level Performance Measure requirement for Service Level Performance Criterion of Time to Attend for Severity 1 incidents) - 96% (e.g. actual performance achieved against this Service Level Performance Criterion in a Service Period). The incident took 5.5 hours to attend.

= Each incident breaching the SLA hours then **z%** of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer **plus** for Severity 1 and 2 incidents a further **v%** charge is payable for each and every whole hour beyond the SLA hours for that incident type

= Failed the 100% so The incident took 1.5 hours (5.5 - 4) longer than the 4 hour SLA resulting in 2% + 0.5% (1 whole hour over SLA) = 2.5% of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer

Service Credit Cap

Agree and specify the Service Credit Cap in the marked areas below

In the period from the Call Off Commencement Date to the end of the first Call Off Contract Year **[20.00]**% of the Estimated Year 1 Call Off Contract Charges; and

during the remainder of the Call Off Contract Period, **[20.00]**% of the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the period of twelve (12) Months immediately preceding the Month in respect of which Service Credits are accrued.



Additional Performance Monitoring Requirements

Technical Board (see paragraph 2 of Call Off Schedule B7). This can be found on the CCS RM3804 webpage. The document is titled Alternative and additional t&c's v4.

If required by the Customer populate the table below to describe the detail

Required Members			
Job Title	Name	Location	Frequency
Contract Manager - HMRC	TBC	Remote	Quarterly
Contract Manager – Supplier	TBC	Remote	Quarterly

Time frame in which the Technical Board shall be established – from the Call Off Commencement Date (Working Days) *Where applicable insert right* Not applicable

Section D Supplier response

Suppliers - use this section to provide any details that may be relevant in the fulfilment of the Customer Order

Commercially Sensitive information

Any information that the Supplier considers sensitive for the duration of an awarded Call Off Contract

Supplier's tender response.

Total contract value

Please provide the total contract value (for the Call Off Initial Period) as detailed in your response to the Customer's statement of requirements. If a Direct Award, please refer to the Price Card as attached to the Supplier's Catalogue Service Offer.

The Contract value is capped at a maximum of £300,000 for the duration of the contract.

The Supplier shall charge a fixed Call Out Charge of £ [REDACTED] per call (P1 to P5 Call Priority inclusive as defined in pricing matrix). The call volume is estimated to be 1100 per annum, the Contracting Authority gives not guarantees of the estimated call volumes. The call volumes can go up or down through the duration of the Call Off contract, and the Supplier shall charge Call Out Charge of £ [REDACTED] per call up to a maximum of £300,000.

The price per call is exclusive of VAT, not subject to change for 24 months from the contract start date e.g. free of any indexation.

The price per call is inclusive of weekend, unsocial hours, Bank Holiday working hours etc.

Call volumes shall be reviewed on a quarterly basis.

HMRC shall use the following Rate Card for any additional work that may be required as part of the service delivery, there is no guarantee of volumes.



The day rates are exclusive of VAT, not subject to change for 24 months from the contract start date e.g. free of any indexation.



For avoidance of doubt any additional work called off at a discretion of the Contracting Authority during the contract, using Rate Card above must not exceed the maximum capped contract value.



Supplier's Tender Response

[REDACTED]

[REDACTED]

[REDACTED]



Section E Call Off Contract award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of this Order Form and the Call Off Terms (together referred to as “the Call Off Contract”) for the duration of the Call Off Contract Period.

SIGNATURES

For and on behalf of the Supplier

Name	██████████
Job role/title	██████████
Signature	██████████
Date	██████████

For and on behalf of the Customer

Name	██████████
Job role/title	██████████
Signature	██████████
Date	██████████