**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 RM61003 dated 31st January 2024 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 <https://www.crowncommercial.gov.uk/agreements/RM6100>. The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

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

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

This Order Form shall comprise:

1. This document headed “Order Form”;
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports; and
12. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.

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

### the Framework, except Framework Schedule 18 (Tender);

### the Order Form;

### the Call Off Terms; and

### Framework Schedule 18 (Tender).

**Section A**

**General information**

|  |
| --- |
| **Contract Details** |
| **Contract Reference:** | CCIT23A67 |

|  |  |
| --- | --- |
| **Contract Title:** | GPA IT STRATEGIC SERVICE PARTNER - NORTH, SOUTH AND CENTRAL REGIONS |

|  |  |
| --- | --- |
| **Contract Description:** |  GPA deploy IT Service partners (“ITSP(s)” to manage GPA technology products in certain GPA buildings, our partners provide a team of on-site engineers, capability to manage our networks, AV and other products as well as overall service management and reporting. |

|  |  |
| --- | --- |
| **Contract Anticipated Potential Value:** this should set out the total potential value of the Contract | **REDACTED TEXT under FOIA Section 43 Commercial Interests.** |

|  |  |
| --- | --- |
| **Estimated Year 1 Charges: REDACTED TEXT under FOIA Section 43 Commercial Interests.** |  |

|  |  |
| --- | --- |
| **Commencement Date:** this should be the date of the last signature on Section E of this Order Form | 1st March 2024 |

|  |
| --- |
| **Buyer details** |
| **Buyer organisation name**The Minister for the Cabinet Office on behalf of the Crown represented by the Government Property Agency |

|  |
| --- |
| **Billing address****REDACTED TEXT under FOIA Section 40, Personal Information.** |

|  |
| --- |
| **Buyer representative name****REDACTED TEXT under FOIA Section 40, Personal Information.** |

|  |
| --- |
| **Buyer representative contact details****REDACTED TEXT under FOIA Section 40, Personal Information.** |

|  |
| --- |
| **Buyer Project Reference**C1000595 |

|  |
| --- |
| **Supplier details** |
| **Supplier name**TELEFÓNICA TECH NORTHERN IRELAND LIMITED |

|  |
| --- |
| **Supplier address****REDACTED TEXT under FOIA Section 40, Personal Information.** |

|  |
| --- |
| **Supplier representative name****REDACTED TEXT under FOIA Section 40, Personal Information.** |

|  |
| --- |
| **Supplier representative contact details****REDACTED TEXT under FOIA Section 40, Personal Information.** |

|  |
| --- |
| **Order reference number or the Supplier’s Catalogue Service Offer Reference Number**CCIT23A67. |

|  |
| --- |
| **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 nameN/A |

|  |
| --- |
| **Guarantor Company Number**Guarantor’s registered company numberN/A |

|  |
| --- |
| **Guarantor Registered Address**Guarantor’s registered addressN/A |

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

**Part B – The Services Requirement**

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

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **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)** |
| **2** |  |
| **3** | 60 (5) |
| **5** |  |

 |
| **Initial Term** Months40 months | **Extension Period (Optional)** MonthsAn option to extend the Contract for an additional 1 year (12 months) on a yearly increment basis. The full term of the Contract will be potentially 52 months. The options to extend will be taken up at the discretion of the Contracting Authority. |
| **Minimum Notice Period for exercise of Termination Without Cause**  *(see Clause 35.1.7 of the Call-Off Terms)* | Within 6 Months |

|  |
| --- |
| **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:**See appendices’ in the SOR .**Supplier Premises:****REDACTED TEXT under FOIA Section 40, Personal Information.****Third Party Premises:**N/A |

|  |
| --- |
| **Buyer Assets***Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms*As described in the SOR |

|  |
| --- |
| **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.*Not Applicable |

|  |
| --- |
| **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.***REDACTED TEXT under FOIA Section 43 Commercial Interests.** |

|  |
| --- |
| **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.*N/A |

|  |
| --- |
| **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.***REDACTED TEXT under FOIA Section 43 Commercial Interests.** |

|  |
| --- |
| **Buyer Responsibilities** *Guidance Note: list any applicable Buyer Responsibilities below.*As described in the SOR Attachment 1 |

|  |
| --- |
| **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 | x |

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 | 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 £ N/A; and
* for the purpose of Paragraph 8.2.2, the figure shall be £ N/A.
 |

**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 | X |
| S2: Testing Procedures | ☐ |
| S3: Security Requirements (either Part A or Part B) | Part A ☐ or Part B X |
| S4: Staff Transfer | X |
| S5: Benchmarking | X |
| S6: Business Continuity and Disaster Recovery | X |
| S7: Continuous Improvement | X |
| S8: Guarantee | ☐ |
| S9: MOD Terms | ☐ |

**Part B – Additional Clauses***Guidance Note: Tick any applicable boxes below*

|  |  |
| --- | --- |
| **Additional Clauses** | **Tick as applicable** |
| C1: Relevant Convictions | ☐ |
| 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*N/A

|  |  |
| --- | --- |
| **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. |

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

|  |
| --- |
| **Additional Schedule S3 (Security Requirements)***N/A* |

|  |
| --- |
| **Additional Schedule S4 (Staff Transfer)**To be agreed with the Successful Supplier if it becomes applicable |

|  |
| --- |
| **Additional Clause C1 (Relevant Convictions)**As requested in the SOR |

|  |
| --- |
| **Additional Clause C3 (Collaboration Agreement)**N/A |

**Section D**

**Supplier Response**

|  |
| --- |
| **Commercially Sensitive information**Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*Attachment 4 Pricing Schedule for the duration of an awarded Contract |

**Section E**

**Contract Award**

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

|  |
| --- |
| **SIGNATURES** |

**For and on behalf of the Supplier**

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

**For and of the behalf of the Minister for the Cabinet Office on behalf of the Crown represented by the Government Property Agency**

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

**Attachment 1 – Services Specification**

### **REDACTED TEXT under FOIA Section 43 Commercial Interests.**

**Attachment 2 – Charges and Invoicing**

**REDACTED TEXT under FOIA Section 43 Commercial Interests.**

**Part A – Milestone Payments and Delay Payments**

An implementation plan will be developed per site which will include milestones and associated Milestone Payments which will be agreed upon between both parties. Relevant delay payments will form part of the agreed implementation plan.

**Invoicing details**

**BUYER’S INVOICE ADDRESS:**

**REDACTED TEXT under FOIA Section 40, Personal Information**.

You must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number in the format of GPA xxxxx, your full company name and address, clearly addressed to the payee, and a unique invoice number. Invoices must be in PDF or Word format and each invoice should be on a separate attachment.

Documents such as JPEG’s or excel do not constitute a valid invoice/credit therefore will be returned.

If you are unable to email invoices, please post them to:

**REDACTED TEXT under FOIA Section 40, Personal Information**.

**Non-compliant invoices will be returned to you if they are not in the correct format.**

**Part B – Service Charges**

**REDACTED TEXT under FOIA Section 43 Commercial Interests.**

**Part D – Risk Register**

**Not Used**

**Part E – Early Termination Fee(s)**

see Call-Off Terms Clause 36.2.1.

Early termination fees will be calculated based on the charges from the Supplier Price Response for the number of sites live within the year of the Early Termination Notice. For example, if 5 sites are live and Early Termination Notice is served, the Buyer will pay the Supplier an Early Termination Fee for the charges on the remainder of the contract term for each of the live sites.

**Attachment 3 – Outline Implementation Plan**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Milestone** | 1. **Deliverables**

**(*bulleted list showing all Deliverables (and associated tasks) required for each Milestone*)** | 1. **Duration**
2. **(*Working***

***Days*)** | 1. **Milestone**

**Date** |
| M1 | [Concept Design] | 1. [Statement of Requirements
2. System/Application Specifications
3. Interface Specifications
4. Systems Testing Strategy
5. Implementation Strategy and Plan
6. Risk and Issues Management Plan
7. Outline Disaster Recovery Plan
8. Project Schedule

Service Management Plan] |  |  |
| M2 | [Full Development] | 1. [Design Verification Reports
2. Design Validation Reports
3. Change Management Plan
4. System/Application Implementation Plan
5. Risk and Issues Management
6. Project Schedule

Service Management Plan] |  |  |
| M3 | [System User Testing] | 1. [System Test Report
2. Risk and Issues Management Plan
3. Project Schedule
4. Service Management Plan
5. Defects Log

Final Inspection and Testing Report] |  |  |
| M4 | [User Readiness for Service] | 1. [Training Plan
2. Risk and Issues Log
3. Implementation Plan
4. Operations Plan
5. Data Conversion & Cutover Plan
6. Project Schedule

Service Management Plan] |  |  |
| M5 | [Implementation] | 1. [Implementation Plan

Training Scripts] |  |  |
| M6 | [In Service Support] | 1. [Post Implementation Report
2. Data Conversion and Cut-Over Plan
3. Service Delivery Reports
4. Risk and Issues Log
5. Service Management Plan
6. Defects Log]
 |  |  |

**Attachment 4 – Service Levels and Service Credits**

**Service Levels and Service Credits**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **KPI/SLA** | **Service Level Area** | **KPI/SLA description** | **Service Level Target** | **Service credit** |
| 1 | Reporting | Provide a monthly service report by the 10th working day of the following month, and provide a service review meeting within the following month. Exceptions to this by agreement with the authority.  | Monthly reports and meeting delivered 100% each month | 1% of all monthly invoices for not meeting Service Level Target. |
| 2 | Response and resolution targets | The ITSP must meet the response and resolution targets for all tickets, these are detailed in section 7.2.1 along with a prioritisation matrix. | 97% of tickets resolved in accordance with 7.2.1 | 0.5% for every percentage below the Service Level Target for each impacted buildings monthly invoice |
| 3 | Service capacity | Meet the following agreed capacity SLAs, provide monitoring, alerting and reporting to support the SLA.Network utilisation (capacity) to be monitored and kept under 80%. Should this threshold be reached the provider must escalate to the Authority and agree remedial action(s). | Supplier to meet Service Capacity SLA 100% of the time. | 1% of monthly invoice for not meeting Service Level Target for each impacted buildings invoice. |
| 4 | Service Availability | Network and AV services availability (excluding planned maintenance) to be kept no lower than at 99.99%.Meet agreed availability SLAs, provide monitoring, alerting and reporting to support the SLA. | 100% of the SLA met | 0.5% of each impacted building's monthly invoice, for every 30 minutes the target is not reached beyond target response and resolution times and when within the suppliers control. |
| 5 | Service Delivery | Failover tests to be completed in line with the agreed schedule as per section 6.2.2.10 of this statement of requirements. | 100% of the SLA met | 1% of each impacted buildings monthly invoice for not meeting Service Level Target |
| 6 | Customer Satisfaction and Feedback | In gathering CSAT data either from individual tickets or from periodic surveys the Authority will provide a monthly CSAT rating for the ITSP. | 80% satisfaction rating across all feedback where provided | The Supplier shall arrange an urgent meeting with the Buyer to identify improvements where the target is not reached. |

The Service Credits shall be calculated on the basis of the following formula:

|  |  |  |
| --- | --- | --- |
| Formula: x% (Service Level Performance Measure) - x% (actual Service Level performance)  | = | x% of the Service Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer |
| Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period) | = | 23% of the Service Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer |

**Service Credit Cap**

Service Credits shall be capped at no more than 20% off each impacted building’s invoice per month.

**Critical Service Level Failure**

In relation to SLA 4, Service Availability, a Critical Service Level Failure shall include when the service level target has not been met in any two consecutive months.

In relation to SLA 1-3, and 5-6, a Critical Service Level Failure shall include when the service level target has not been met in any three consecutive months.

**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** |
| **REDACTED TEXT under FOIA Section 40, Personal Information**. | **REDACTED TEXT under FOIA Section 40, Personal Information**. | Contract period |
| **REDACTED TEXT under FOIA Section 40, Personal Information**. | **REDACTED TEXT under FOIA Section 40, Personal Information**. | Contract period |
| **REDACTED TEXT under FOIA Section 40, Personal Information**. | **REDACTED TEXT under FOIA Section 40, Personal Information**. | Contract period |
|  |  |  |

**Part B – Key Sub-Contractors**

| 1. **Key Sub-contractor name and address (if not the same as the registered office)**
 | 1. **Registered office and company number**
 | 1. **Related product/Service description**
 | 1. **Key Sub-contract price expressed as a percentage of total projected Charges over the Contract Period**
 | 1. **Key role in delivery of the Services**
 |
| --- | --- | --- | --- | --- |
| 1. N/A
 | 1. N/A
 | 1. N/A
 | 1. N/A
 | 1. N/A
 |

**Attachment 6 – Software**

### 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**

The Third-Party Software shall include the following items:

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

|  |  |  |
| --- | --- | --- |
| 1. **Entity**
 | 1. **Credit Rating (long term)**
2. *(insert credit rating issued for the entity at the Commencement Date)*
 | 1. **Credit Rating Threshold**
2. *(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3)*
 |
| 1. ***Supplier***
 | 1. [Rating Agency 1] – [insert rating for Rating Agency 1]
 | 1. [Rating Agency 1] – [insert threshold for Rating Agency 1]
 |
|  | 1. [Rating Agency 2] – [insert rating for Rating Agency 2]
 | 1. [Rating Agency 2] – [insert threshold for Rating Agency 2]
 |
|  | 1. [etc.]
 | 1. [etc.]
 |
| 1. ***[Guarantor]***
 | 1. [Rating Agency 1] – [insert rating for Rating Agency 1]
 | 1. [Rating Agency 1] – [insert threshold for Rating Agency 1]
 |
|  | 1. [Rating Agency 2] – [insert rating for Rating Agency 2]
 | 1. [Rating Agency 2] – [insert threshold for Rating Agency 2]
 |
|  | 1. [etc.]
 | 1. [etc.]
 |
| 1. ***[Key Sub-contractor 1]***
 | 1. [etc.]
 | 1. [etc.]
 |
| 1. ***[Key Sub-contractor 2]***
 | 1. [etc.]
 | 1. [etc.]
 |

**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**

1. **NOT USED**

**PART B – LONG FORM GOVERNANCE**

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

|  |
| --- |
| Service Management Board |
| 1. Buyer Members of Service Management Board (include details of chairperson)
 | **REDACTED TEXT under FOIA Section 40, Personal Information**. |
| 1. Supplier Members of Service Management Board
 | **REDACTED TEXT under FOIA Section 40, Personal Information**. |
| 1. Start Date for Service Management Board meetings
 | 1. 1st April 2024
 |
| 1. Frequency of Service Management Board meetings
 | 1. Monthly
 |
| 1. Location of Service Management Board meetings
 | 1. As necessary
 |

|  |
| --- |
| 1. **Programme Board**
 |
| 1. Buyer members of Programme Board (include details of chairperson)
 | **REDACTED TEXT under FOIA Section 40, Personal Information**. |
| 1. Supplier members of Programme Board
 | **REDACTED TEXT under FOIA Section 40, Personal Information**. |
| 1. Start date for Programme Board meetings
 | 1. 1st April 2024
 |
| 1. Frequency of Programme Board meetings
 | 1. Monthly
 |
| 1. Location of Programme Board meetings
 | 1. As Necessary
 |

|  |
| --- |
| 1. **Change Management Board**
 |
| 1. Buyer Members of Change Management Board (include details of chairperson)
 | **REDACTED TEXT under FOIA Section 40, Personal Information**. |
| 1. Supplier Members of Change Management Board
 | **REDACTED TEXT under FOIA Section 40, Personal Information**. |
| 1. Start Date for Change Management Board meetings
 | 1. 1st April 2024
 |
| 1. Frequency of Change Management Board meetings
 | 1. Monthly
 |
| 1. Location of Change Management Board meetings
 | 1. As Necessary
 |

|  |
| --- |
| 1. **Technical Board**
 |
| 1. Buyer Members of Technical Board (include details of chairperson)
 | **REDACTED TEXT under FOIA Section 40, Personal Information**. |
| 1. Supplier Members of Technical Board
 | **REDACTED TEXT under FOIA Section 40, Personal Information**. |
| 1. Start Date for Technical Board meetings
 | 1. 1st April 2024
 |
| 1. Frequency of Technical Board meetings
 | 1. Monthly
 |
| 1. Location of Technical Board meetings
 | 1. As necessary
 |

|  |
| --- |
| 1. **Risk Management Board**
 |
| 1. Buyer Members for Risk Management Board (include details of chairperson)
 | **REDACTED TEXT under FOIA Section 40, Personal Information**. |
| 1. Supplier Members for Risk Management Board
 | **REDACTED TEXT under FOIA Section 40, Personal Information**. |
| 1. Start Date for Risk Management Board meetings
 | 1. 1st April 2024
 |
| 1. Frequency of Risk Management Board meetings
 | 1. Monthly
 |
| 1. Location of Risk Management Board meetings
 | 1. As Necessary
 |

**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. The contact details of the Buyer’s Data Protection Officer are: **REDACTED TEXT under FOIA Section 40, Personal Information.**
			2. The contact details of the Supplier’s Data Protection Officer are: **REDACTED TEXT under FOIA Section 40, Personal Information.**
			3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
			4. 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 the Supplier is Processor**The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:Employee personal data collected via the suppliers ticketing portal to enable the supplier to process IT requests for their engineers to resolve or to pass to other suppliers contracted with the Authority. |
| Duration of the processing | During the life of the contract and up to six (6) months following the contract end date. |
| Nature and purposes of the processing | To receive tickets raised by employees based within offices managed by the supplier performing services under this contract, to resolve IT issues raised. |
| Type of Personal Data | Name/SurnameWorkplace Telephone NumberWorkplace Email Address |
| Categories of Data Subject | Employees based within government offices.No special category data collected. |
| Plan for return and destruction of the data once the processing is completeUNLESS requirement under union or member state law to preserve that type of data | Secure Destruction / Data Wiped |

**Attachment 10 – Transparency Reports**

|  |  |  |  |
| --- | --- | --- | --- |
| **Title** | **Content** | **Format** | **Frequency** |
| As agreed with Supplier |  |  |  |

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

