**REDACTED VERSION**

**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 **20 June 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/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**

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| **Contract Details** | |
| **Contract Reference:** | **CCMQ23A01** |

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| **Contract Title:** | Provision of Maritime Multimedia Support |

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| **Contract Description:** | MMM TV, Welfare Wi-Fi and SRE covers an almost fleetwide series of equipment fits that make up the MMM Capability. This capability provides Welfare Services to Deployed RN and RFA sailors to satisfy JSP770 requirements.   This support contract will run in parallel to a separate Wi-Fi hardware procurement and installation contract, the Wi-Fi Rollout Contract (702215451), that went live in 2022.  The MMM requirement is based on JSP770 which underpins the in-service equipment baseline fits covered by the scope of this contract.  The requirement is to sustain ‘as fitted’ capability to the highest practicable availability and offer routes to incremental improvement through intelligent obsolescence management.  Orbit TV has been a key capability for over a decade providing access to BFBS services, this system is now obsolete. It needs to be very carefully supported to ensure platforms can access the broadcast.  The Intellian NX series has been chosen as the fleetwide solution to replace Orbit as part of obsolescence management. |

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| **Contract Anticipated Potential Value:** this should set out the total potential value of the Contract | The maximum contract value is £6,000,000.00, excluding VAT. |

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| **Estimated Year 1 Charges:** | **Redacted under FOIA Section 43 Commercial Interests** |

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| **Commencement Date:** this should be the date of the last signature on Section E of this Order Form | 23 June 2023 |

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| **Buyer details** |
| **Buyer organisation name**  Strategic Command - Defence Digital |

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| **Billing address**  Your organisation’s billing address - please ensure you include a postcode  **Redacted under FOIA Section 40, Personal Information** |

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| **Buyer representative name**  The name of your point of contact for this Order  **Redacted under FOIA Section 40, Personal Information** |

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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 under FOIA Section 40, Personal Information** |

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| **Buyer Project Reference**  Please provide the customer project reference number.  708072451 |

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| **Supplier details** |
| **Supplier name**  The supplier organisation name, as it appears in the Framework Agreement  NSSLGlobal Ltd |

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| **Supplier address**  Supplier’s registered address  **Redacted under FOIA Section 40, Personal Information** |

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| **Supplier representative name**  The name of the Supplier point of contact for this Order  **Redacted under FOIA Section 40, Personal Information** |

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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 under FOIA Section 40, Personal Information** |

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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.  708072451 (CCMQ23A01) |

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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 | ☐ |
| 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)** | | **2** | 36 (3) | | **3** | 60 (5) | | **5** | 60 (5) | | | |
| **Initial Term** Months  48 | **Extension Period (Optional)** Months  12 | |
| **Minimum Notice Period for exercise of Termination Without Cause**  *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:**  Refer to Statement of Requirements (SoR)  **Supplier Premises:**  Refer to SoR  **Third Party Premises:**  Refer to SoR |

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| **Buyer Assets**  *Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms*  Refer to SoR |

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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.*  Refer to SoR |

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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.*  Security Aspects Letter SAL |

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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.*  Not Applicable |

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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 (£) - *5m*  Professional Indemnity Insurance (£) - *5m* |

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| **Buyer Responsibilities**  *Guidance Note: list any applicable Buyer Responsibilities below.*  Pay within 30 days |

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| **Goods**  *Guidance Note: list any Goods and their prices.*  Refer to SoR |

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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 | ✓ | | 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 | ✓ | | 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 £TBD; and * for the purpose of Paragraph 8.2.2, the figure shall be £TBD. |

**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 | ☐ | | S2: Testing Procedures | ✓☐ | | S3: Security Requirements (either Part A or Part B) | Part A ✓☐ or Part B ☐ | | S4: Staff Transfer | ✓☐ | | S5: Benchmarking | ✓☐ | | S6: Business Continuity and Disaster Recovery | ✓☐ | | S7: Continuous Improvement | ✓☐ | | S8: Guarantee | ✓☐ | | S9: MOD Terms | ✓☐ |   **Part B – Additional Clauses**  *Guidance Note: Tick any applicable boxes below*   |  |  | | --- | --- | | **Additional Clauses** | **Tick as applicable** | | C1: Relevant Convictions | ✓☐ | | C2: Security Measures | ✓☐ | | C3: Collaboration Agreement | ☐ |   Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.  **Part C - Alternative Clauses**  *Guidance Note: Tick any applicable boxes below*  The following Alternative Clauses will apply:   |  |  | | --- | --- | | **Alternative Clauses** | **Tick as applicable** | | Scots Law | ☐ | | Northern Ireland Law | ☐ | | Joint Controller Clauses | ✓☐ |   Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract. |

**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.*  Refer to the SOR |

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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.*  Refer to Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses |

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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.*  Refer to SOR and Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses |

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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**

**Redacted text under FOIA Section 43 Commercial Interests**

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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.*  **Redacted text under FOIA Section 43 Commercial Interests** |

**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**

|  |  |
| --- | --- |
| Name | **Redacted under FOIA Section 40, Personal Information** |
| Job role/title | **Redacted under FOIA Section 40, Personal Information** |
| Signature | **Redacted under FOIA Section 40, Personal Information** |
| Date | **21/06/2023** |

**For and on behalf of the Buyer**

|  |  |
| --- | --- |
| Name | **Redacted under FOIA Section 40, Personal Information** |
| Job role/title | **Redacted under FOIA Section 40, Personal Information** |
| Signature | **Redacted under FOIA Section 40, Personal Information** |
| Date | **23/6/2023** |

**Attachment 1 – Services Specification**

Refer to SoR

**Attachment 2 – Charges and Invoicing**

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

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| **#** | **Milestone Description** | **Milestone Payment amount (£GBP)** | **Milestone Date** | **Delay Payments (where Milestone) (£GBP per day)** |
| **M1** | Documentation, Equipment/Spares Transfer, meetings | **Redacted text under FOIA Section 43 Commercial Interests** | **Redacted text under FOIA Section 43 Commercial Interests** | *[insert amount]* |
| **M2** | Staff and customer service | **Redacted text under FOIA Section 43 Commercial Interests** | **Redacted text under FOIA Section 43 Commercial Interests** |  |
| **M3** | Transition Plan | **Redacted text under FOIA Section 43 Commercial Interests** | **Redacted text under FOIA Section 43 Commercial Interests** |  |
| **M4** | Integrated Logistic Support Plan | **Redacted text under FOIA Section 43 Commercial Interests** | **Redacted text under FOIA Section 43 Commercial Interests** |  |
| **M5** | Obsolescence Management Plan | **Redacted text under FOIA Section 43 Commercial Interests** | **Redacted text under FOIA Section 43 Commercial Interests** |  |
| **M6** | Quality Plan | **Redacted text under FOIA Section 43 Commercial Interests** | **Redacted text under FOIA Section 43 Commercial Interests** |  |
| **M7** | Safety & Environmental Management Plan (SEMP) | **Redacted text under FOIA Section 43 Commercial Interests** | **Redacted text under FOIA Section 43 Commercial Interests** |  |
| **M8** | Safety & Environmental Case Report (SECR) | **Redacted text under FOIA Section 43 Commercial Interests** | **Redacted text under FOIA Section 43 Commercial Interests** |  |
| **M9** | Security Management Plan | **Redacted text under FOIA Section 43 Commercial Interests** | **Redacted text under FOIA Section 43 Commercial Interests** |  |
| **M10** | Training Plan | **Redacted text under FOIA Section 43 Commercial Interests** | **Redacted text under FOIA Section 43 Commercial Interests** |  |
| **M11** | Exit Plan | **Redacted text under FOIA Section 43 Commercial Interests** | **Redacted text under FOIA Section 43 Commercial Interests** |  |
| **M12** | Sustainability Management Plan | **Redacted text under FOIA Section 43 Commercial Interests** | **Redacted text under FOIA Section 43 Commercial Interests** |  |
| **M13** | Sustainability Operations Report | **Redacted text under FOIA Section 43 Commercial Interests** | **Redacted text under FOIA Section 43 Commercial Interests** |  |

**Part B – Service Charges**

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| **Charge Number** | **Service Charges – Monthly - Initial term** | |
| **Initial and continuous material surveying and planning for the resolution of Complex Repairs (inc worldwide)** | | |
| Item 1 - KPI 1-3 | **Redacted text under FOIA Section 43 Commercial Interests** | |
| **Helpdesk facility** | | |
| Item 2 - 7.1 | **Redacted text under FOIA Section 43 Commercial Interests** | |
| **Asset and Inventory Mgt** | | |
| Item 3 - 7.2 | **Redacted text under FOIA Section 43 Commercial Interests** | |
| **Support** | | |
| Item 4 - 7.3 | **Redacted text under FOIA Section 43 Commercial Interests** | |
| **Contract Management & Intelligent Supplier** | | |
| Item 5 - 7.4/7.12 | **Redacted text under FOIA Section 43 Commercial Interests** | |
| **Performance Management, Optimisation and Reporting** | | |
| Item 6 - 7.5 | **Redacted text under FOIA Section 43 Commercial Interests** | |
| **Proactive obsolescence management, including equipment modernisation of the fleet** | | |
| Item 7 - 7.6 | **Redacted text under FOIA Section 43 Commercial Interests** | |
| **System Design Authority incl Documentation** | | |
| Item 8 - 7.7/8.3 | **Redacted text under FOIA Section 43 Commercial Interests** | |
| **Training, Training Review and Analysis** | | |
| Item 9 - 7.9 | **Redacted text under FOIA Section 43 Commercial Interests** | |
| **Test & Reference Facilities** | | |
| Item 10 - 7.10 | **Redacted text under FOIA Section 43 Commercial Interests** | |
| **Security accreditation and security management of current security artefacts for the life of the contract.** | | |
| Item 11 - 7.11 | **Redacted text under FOIA Section 43 Commercial Interests** | |
| **Health and Safety – review and updated SECRs (x3)** | | |
| Item 12 – 7.15 | | **Redacted text under FOIA Section 43 Commercial Interests** |
| **Meetings & Management Information** | | |
| Item 12 - Section 9 | **Redacted text under FOIA Section 43 Commercial Interests** | |

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| **Charge Number** | **Service Charges – Monthly – Option** **Period(s)** |
| **Initial and continuous material surveying and planning for the resolution of Complex Repairs (inc worldwide)** | |
| Item 1 - KPI 1-3 | **Redacted text under FOIA Section 43 Commercial Interests** |
| **Helpdesk facility** | |
| Item 2 - 7.1 | **Redacted text under FOIA Section 43 Commercial Interests** |
| **Asset and Inventory Mgt** | |
| Item 3 - 7.2 | **Redacted text under FOIA Section 43 Commercial Interests** |
| **Support** | |
| Item 4 - 7.3 | **Redacted text under FOIA Section 43 Commercial Interests** |
| **Contract Management & Intelligent Supplier** | |
| Item 5 - 7.4/7.12 | **Redacted text under FOIA Section 43 Commercial Interests** |
| **Performance Management, Optimisation and Reporting** | |
| Item 6 - 7.5 | **Redacted text under FOIA Section 43 Commercial Interests** |
| **Proactive obsolescence management, including equipment modernisation of the fleet** | |
| Item 7 - 7.6 | **Redacted text under FOIA Section 43 Commercial Interests** |
| **System Design Authority incl Documentation** | |
| Item 8 - 7.7/8.3 | **Redacted text under FOIA Section 43 Commercial Interests** |
| **Training, Training Review and Analysis** | |
| Item 9 - 7.9 | **Redacted text under FOIA Section 43 Commercial Interests** |
| **Test & Reference Facilities** | |
| Item 10 - 7.10 | **Redacted text under FOIA Section 43 Commercial Interests** |
| **Security accreditation and security management of current security artefacts for the life of the contract.** | |
| Item 11 - 7.11 | **Redacted text under FOIA Section 43 Commercial Interests** |
| **Health and Safety – review and updated SECRs (x3)** | |
| Item 12 – 7.15 | **Redacted text under FOIA Section 43 Commercial Interests** |
| **Meetings & Management Information** | |
| Item 13 - Section 9 | **Redacted text under FOIA Section 43 Commercial Interests** |

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

All information in the table below **Redacted text under FOIA Section 43 Commercial Interests**

|  |  |  |  |  |  |  |  |  |
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| **Contract Change - Daily Rate for Initial Term** | | | | | | | | |
| **SOR Ref** | **Role** | **SFIA L1** | **SFIA L2** | **SFIA L3** | **SFIA L4** | **SFIA L5** | **SFIA L6** | **SFIA L7** |
| Para 7.8 | System Engineer - UK |  |  |  |  |  |  |  |
| Para 7.8 | Network Engineer - UK |  |  |  |  |  |  |  |
| Para 7.8 | Software Engineer - UK |  |  |  |  |  |  |  |
| Para 7.8 | Other Engineer - UK |  |  |  |  |  |  |  |
| Para 7.8 | Project Management - UK |  |  |  |  |  |  |  |
| Para 7.8 | Manufacturing - UK |  |  |  |  |  |  |  |
| Para 7.8 | Administrative Support - UK |  |  |  |  |  |  |  |
| Para 7.8 | System Engineer - Overseas |  |  |  |  |  |  |  |
| Para 7.8 | Software Engineer - Overseas |  |  |  |  |  |  |  |
| Para 7.8 | Other Engineer - Overseas |  |  |  |  |  |  |  |
| Para 7.8 | Project Management - Overseas |  |  |  |  |  |  |  |
| Para 7.8 | Manufacturing - Overseas |  |  |  |  |  |  |  |
| Para 7.8 | Administrative Support - Overseas |  |  |  |  |  |  |  |

All information in the table below **Redacted text under FOIA Section 43 Commercial Interests**

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Contract Change - Daily Rate for Optional Extension Period** | | | | | | | | |
| **SOR Reference** | **Role** | **SFIA L1** | **SFIA L2** | **SFIA L3** | **SFIA L4** | **SFIA L5** | **SFIA L6** | **SFIA L7** |
| Para 7.8 | System Engineer - UK |  |  |  |  |  |  |  |
| Para 7.8 | Network Engineer - UK |  |  |  |  |  |  |  |
| Para 7.8 | Software Engineer - UK |  |  |  |  |  |  |  |
| Para 7.8 | Other Engineer - UK |  |  |  |  |  |  |  |
| Para 7.8 | Project Management - UK |  |  |  |  |  |  |  |
| Para 7.8 | Manufacturing - UK |  |  |  |  |  |  |  |
| Para 7.8 | Administrative Support - UK |  |  |  |  |  |  |  |
| Para 7.8 | System Engineer - Overseas |  |  |  |  |  |  |  |
| Para 7.8 | Software Engineer - Overseas |  |  |  |  |  |  |  |
| Para 7.8 | Other Engineer - Overseas |  |  |  |  |  |  |  |
| Para 7.8 | Project Management - Overseas |  |  |  |  |  |  |  |
| Para 7.8 | Manufacturing - Overseas |  |  |  |  |  |  |  |
| Para 7.8 | Administrative Support - Overseas |  |  |  |  |  |  |  |

**Part D – Risk Register**

|  |  |  |  |  |  |  |  |  |  |  |
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| **Column 1** | **Column 2** | **Column 3** | **Column 4** | **Column 5** | **Column 6** | **Column 7** | **Column 8** | **Column 9** | **Column 10** | **Column 12** |
| **Risk Number** | **Risk Name** | **Description of risk** | **Timing** | **Likelihood** | **Impact (£)** | **Impact (description)** | **Mitigation (description)** | **Cost of mitigation** | **Post-mitigation impact (£)** | **Owner** |
|  |  |  |  |  |  |  |  |  |  |  |
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**Part E – Early Termination Fee(s)**

To pay for any work completed up to that point

**Attachment 3 – Outline Implementation Plan**  
Refer to SoR

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

Refer to SoR

**Critical Service Level Failure**

I*n relation to availability a Critical Service Level Failure shall include a loss of MMM for more than* ***48 hours*** *(2 business days) in the UK.*

**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 under FOIA Section 40, Personal Information** |  |  |
|  |  |  |
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**Part B – Key Sub-Contractors**

| **Key Sub-contractor name and address (if not the same as the registered office)** | **Registered office and company number** | **Related product/Service description** | **Key Sub-contract price expressed as a percentage of total projected Charges over the Contract Period** | **Key role in delivery of the Services** |
| --- | --- | --- | --- | --- |
| **Redacted under FOIA Section 40, Personal Information** |  |  |  |  |
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**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** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

**Part B – Third Party Software**

The Third Party Software shall include the following items:

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

**Attachment 7 – Financial Distress**

For the purpose of Schedule 7 (Financial Distress) of the Call-Off Terms, the following shall apply:

**PART A – CREDIT RATING THRESHOLD**

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

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

|  |  |
| --- | --- |
| Operational Board | |
| Buyer Members for the Operational Board | **Redacted under FOIA Section 40, Personal Information** |
| Supplier Members for the Operational Board | **Redacted under FOIA Section 40, Personal Information** |
| Frequency of the Operational Board | Every 6 months |
| Location of the Operational Board | Supplier location |

**PART B – LONG FORM GOVERNANCE**

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

|  |  |
| --- | --- |
| Service Management Board | |
| Buyer Members of Service Management Board (include details of chairperson) | Not Applicable - Part A applies above. |
| Supplier Members of Service Management Board | Not Applicable - Part A applies above. |
| Start Date for Service Management Board meetings | Not Applicable - Part A applies above. |
| Frequency of Service Management Board meetings | ~~[~~Not Applicable - Part A applies above. |
| Location of Service Management Board meetings | ~~[~~Not Applicable - Part A applies above. |

|  |  |
| --- | --- |
| Programme Board | |
| Buyer members of Programme Board (include details of chairperson) | Not Applicable - Part A applies above. |
| Supplier members of Programme Board | Not Applicable - Part A applies above. |
| Start date for Programme Board meetings | Not Applicable - Part A applies above. |
| Frequency of Programme Board meetings | Not Applicable - Part A applies above. |
| Location of Programme Board meetings | Not Applicable - Part A applies above. |

|  |  |
| --- | --- |
| Change Management Board | |
| Buyer Members of Change Management Board (include details of chairperson) | Not Applicable - Part A applies above. |
| Supplier Members of Change Management Board | Not Applicable - Part A applies above. |
| Start Date for Change Management Board meetings | Not Applicable - Part A applies above. |
| Frequency of Change Management Board meetings | Not Applicable - Part A applies above. |
| Location of Change Management Board meetings | Not Applicable - Part A applies above. |

|  |  |
| --- | --- |
| Technical Board | |
| Buyer Members of Technical Board (include details of chairperson) | Not Applicable - Part A applies above. |
| Supplier Members of Technical Board | Not Applicable - Part A applies above. |
| Start Date for Technical Board meetings | Not Applicable - Part A applies above. |
| Frequency of Technical Board meetings | Not Applicable - Part A applies above. |
| Location of Technical Board meetings | Not Applicable - Part A applies above. |

|  |  |
| --- | --- |
| Risk Management Board | |
| Buyer Members for Risk Management Board (include details of chairperson) | Not Applicable - Part A applies above. |
| Supplier Members for Risk Management Board | Not Applicable - Part A applies above. |
| Start Date for Risk Management Board meetings | Not Applicable - Part A applies above. |
| Frequency of Risk Management Board meetings | Not Applicable - Part A applies above. |
| Location of Risk Management Board meetings | Not Applicable - Part A applies above. |

**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 under FOIA Section 40, Personal Information**
      2. The contact details of the Supplier’s Data Protection Officer are: **Redacted 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:   * ***[Insert the scope of Personal Data for which the purposes and means of the processing by the Supplier is determined by the Authority]***   **The Supplier is Controller and the Authority is Processor**  The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with Clause 34.2 to 34.15 of the following Personal Data*:*   * ***[Insert the scope of Personal Data for which the purposes and means of the processing by the Authority is determined by the Supplier]***   **The Parties are Joint Controllers**  The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:   * ***[Insert the scope of Personal Data for which the purposes and means of the processing is determined by both Parties together]***   For the purpose of Clause 1.2 of the joint controller clauses the [insert either Buyer or Supplier] shall be the Party referenced and responsible for those matters set out in Clause 1.2(a)-(e). ***Insert for the purpose of Paragraph 1.2 of the joint controller clauses which Party (either Supplier or Buyer) shall be responsible for those matters listed in Clause 1.2(a) – (e), including whose privacy policy should apply i.e.***  **The Parties are Independent Controllers of Personal Data**  The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of*:*   * ***Business contact details of Supplier Personnel,*** * ***Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer’s duties under this Contract.*** * ***[Insert the scope of other Personal Data provided by one Party who is Data Controller to the other Party who will separately determine the nature and purposes of its processing the Personal Data on receipt.***   *e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Buyer cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Buyer]* |
| Duration of the processing | ***[Clearly set out the duration of the processing including dates]*** |
| 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: employment processing, statutory obligation, recruitment assessment etc.]*** |
| Type of Personal Data | ***[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]*** |
| 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.]*** |
| 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 | ***[Describe how long the data will be retained for, how it be returned or destroyed]*** |

**Attachment 10 – Transparency Reports**

|  |  |  |  |
| --- | --- | --- | --- |
| **Title** | **Content** | **Format** | **Frequency** |
| [Performance] |  |  |  |
| [Charges] |  |  |  |
| [Key Sub-Contractors] |  |  |  |
| [Technical] |  |  |  |
| [Performance management] |  |  |  |

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

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