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TDP ATTACHMENT 8 - RM6100 Technology Services 3

Lot 4 Order Form Attachments

**Technology Delivery Partner for the Emergency Services Mobile Communications
Programme (ESMCP)**



Attachment 2.1 – Services Description

1. DEFINITIONS

1.1 In this Attachment 2.1, the following definitions shall apply:

Expression or Acronym	Definition
"Approval"	means the prior written consent of the Authority and "Approve" and "Approved" shall be construed accordingly;
"Authority"	means the government contracting body, in this case, the Home Office;
"Authority Data"	means all Authority Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel, and suppliers of the Authority, including all IPR (Intellectual Property Rights), together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably to be considered to be confidential;
"Call Off Terms"	The standard terms and conditions for the Crown Commercial Service Technology Services 3 (RM6100) framework, Lot 4 along with associated schedules and order form;
"Change Request"	The document for formalising new TDP Projects or other contractual change in accordance with Schedule 8.2 of the Call Off Terms;
"Continuous Improvement Log"	means a plan and record of proposals for improving the provision of the Services;
"Critical TDP Project"	means a TDP Project aligned to the current phase of delivery of the ESN as agreed between the Parties from time to time, applicable for the measurement of KPI 1 as set out in Attachment 2.2;
"Deliverable"	means an item delivered or to be delivered by the supplier at or before a Milestone Date within a TDP Project or at any other stage during the performance Contract;
"ESMCP" or "the ESMCP Programme"	means the Emergency Services Mobile Communications Programme;



“ESN” or “Emergency Services Network”	means the radio system used by the police, fire and ambulance services (and other organisations) in Great Britain;
“Executive Relationship Lead / Home Office VP”	means a senior level TDP staff member at Vice President level, uninvolved in TDP Project delivery, to meet with the Programme’s Executive Leadership Team (ELT) and discuss TDP Project delivery. Hereafter referred to as Home Office VP;
“Good Industry Practice”	means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
“Key Success Criteria”	means the success criteria against which achievement or otherwise of project milestones and completion shall be measured for the purpose of related payments and withholdings;
“Knowledge Transfer”	means a planned approach to create, capture and distribute acquired knowledge from the supplier to Authority personnel in order to upskill on a regular basis;
“Management Information”	has the meaning given to it in Schedule 1 of the Call Off Terms and includes the management information specified in Section 3 to this Attachment 2.1;
“Niche Suppliers”	means suppliers, who the Authority has contracted with due the specialist nature of the requirement and expertise of the supplier;
“Programme Board”	means the highest level governance board for this Contract;
“Security Assurance”	means the Authority’s required option for security governance in accordance with that option of Schedule 2.4 to the Call Off Terms;
“Service Credit Cap”	means REDACTED of the Charges paid or due to be paid to the Supplier for the active TDP Projects over the REDACTED immediately preceding the Service Period in respect of which Service Credits are accrued. This definition shall supersede the definition set out in the RM6100 Lot 4 Call off Terms;



“Statement of Works (SoW)”	means the initial statement of Authority requirements for a TDP Project which starts the Commissioning Process referred to under “Other Buyer Requirements” in Section 3 below;
“Technology Delivery Partner (TDP)”	means the supplier of services under this Contract;
“TDP Project (Project)”	means the projects for delivery by the TDP agreed under the Commissioning Process that is detailed in Section 3 to this Attachment 2.1.
“Technical Board”	means the board monitor progress of TDP Project delivery, meeting on a weekly basis; and
“User Organisation (UO)”	means an organisation that is authorised to use the services delivered by the ESN, including but not limited to the police service, fire and rescue services and ambulance trusts and includes all Contracting Bodies.

2. INTRODUCTION

The decision to contract for a Technology Delivery Partner has been taken acknowledging:

- The Authority is responsible overall to deliver against the baseline project plan, ensuring its delivery across the service and supplier landscape.
- The Authority requires additional breadth and depth of capabilities to deliver TDP Projects where those capabilities are not already available and at the pace required.
- The space within which the Authority is capable and best placed to deliver, versus the capability which is best brought into the Programme through a contracted Technology Delivery Partner (TDP), versus niche supplier provision.
- The Programme can leverage the expertise, capacity and capability from the market and put in place the framework to provide flexibility and scale to deliver TDP Projects as required.
- The contracted services can improve resilience and predictability for the Programme whilst de-risking the Programme timetable and increasing likelihood of success and timely operational delivery of ESN.

The Technology Delivery Partner will contract to deliver Projects across ESMCP. The Authority has identified five Projects that require engagement in the first year of the contract term. Some will require urgent fulfilment following contract signature.

Future TDP Projects will be commissioned from the supplier using the commissioning process described under the section Other Buyer Requirements below.

This Attachment 2.1 sets out the intended scope of the Services to be provided by the Supplier and to provide a description of what each Service entails.



3. SERVICES DESCRIPTION

- The Technology Delivery Partner (TDP) will implement and deliver against a number of TDP Projects. Five projects have been defined at the Effective Date.
- Further TDP Projects will be drawn down throughout the Contract Term using the Commissioning Process laid out under Other Buyer Requirements below. The five defined TDP Projects will be in place from the Effective Date. These will be laid out in change requests drawn up under the terms of Schedule 8.2 to the Contract. These are the currently known requirements for the first year of the contract. Future TDP Projects will draw on the skill sets laid out by the Partner in their response to this SoR.
- The highest priority TDP Projects will focus on work in progress at contract commencement.

Interface Requirements

The TDP shall operate and maintain appropriate systems, processes and records to ensure that it can, at all times, deliver timely and accurate Management Information to the Authority in accordance with the delivery of TDP Projects. The TDP is to provide timely, full, accurate and complete Management Information.

The Management Information shall be used by the Authority to support measurement of the performance of TDP Project delivery by the TDP.

Where the Authority identifies that the TDP has defaulted on delivery of TDP Projects, the Authority may request that the TDP complies with the Rectification Plan Process pursuant to Paragraph 27 of the Call Off Terms and to follow the Rectification Plan Process set out therein. This includes the production of a Rectification Plan.

The following Management Information will be supplied by the TDP two working days in advance of the relevant governance Board convened in accordance with Schedule 8.1 to the Call Off Terms. Relevant templates for the below items will be agreed between the Authority and the TDP as part of contract mobilisation:

- Project plans
- Risks and issues logs
- Supplier Dashboard
- Change log and Change Requests
- Actions from previous meeting
- Agenda



- The TDP Dashboard shall contain as a minimum:
 - TDP's actual performance measured against Key Performance Indicators achieved over the Service Period, and that achieved over the previous three Service Periods including details of the extent and number of instances that the TDP's performance failed to meet the KPIs.
 - For any KPI Failure or Rectification Plan Failures occurring during the Service Period, its cause and the action being taken to remedy such failure, address its cause and reduce the likelihood of or prevent recurrence.
 - The status of any outstanding Rectification Plan processes, including: whether a Rectification Plan has been agreed with the Authority; and where a Rectification Plan has been agreed with the Authority, a summary of the TDP's progress in implementing that Rectification Plan.
 - Relevant particulars of any aspects of the TDP's performance which fail to meet the requirements of this Agreement.
 - The results of any Satisfaction Surveys and such other details as the Authority may reasonably require from time to time.

Security Requirements

Security Assurance shall be provided by the TDP in line with Schedule 2.4 to the Call Off Terms. As part of Security Assurance, the TDP shall be required to demonstrate a mature security capability including a level of internal security management and certification in line with Home Office requirements as per the link below.

The following basic security protocols shall be adhered to by the TDP:

- The TDP personnel are expected to undergo the necessary HMG security vetting by the Authority. All TDP personnel will be cleared to Security Cleared (SC) level, unless agreed by the Authority in writing that CTC is sufficient on an individual basis.
- All staff working under this contract are currently expected to be based in the UK. The TDP must request an explicit exception for TDP personnel to be based outside the UK.
- Individuals will not be allowed access to systems until it has been confirmed that they hold the appropriate level of security clearance.
- The TDP shall prevent TDP personnel who are unable to obtain the required security clearances from accessing products, services, and systems which store, process, or are used to manage Authority Data except where agreed with the Authority in writing.



The TDP shall ensure that all systems are operated in such a manner to support Home Office compliance with: HMG Security Policy Framework located at:

<http://www.cabinetoffice.gov.uk/resource-library/security-policy-framework>

TDP staff will carry out all duties under this contract using Home Office ICT resources and assets. This includes end user devices, networks and user contacts such as email addresses.

Any costs associated with security clearance shall be borne by the TDP. To enable a fast start and mobilisation on day 1 of every TDP Project, existing government clearances held by TDP staff shall be transferred and accepted by the Authority.

The TDP must adhere to current UK data protection legislation (Data Protection Act 2018) for any Authority-related data, and support the processes required to demonstrate compliance with the principles of the legislation.

The TDP shall:

- provide the Authority Data on demand (during Working Hours) in an agreed open format;
- securely destroy all media that has held Authority Data at the end of life of that media in line with Good Industry Practice; and
- securely erase any or all Authority Data held by the TDP when requested to do so by the Authority.

Other Buyer Requirements

Once the contract is in place, the Authority will commission new TDP Projects by raising a request through the Change Control Procedure set out in Schedule 8.2 of the call off terms to RM6100.

The Authority will provide a Statement of Works which the TDP will be required to develop into a TDP Project and related plan.

The TDP is expected to produce a suitable TDP Project Proposal using the process described in Schedule 8.2 of the Call Off Terms. This should be delivered to the Authority within ten (10) working days of receipt of the Statement of Works, unless agreed otherwise by the Authority. If the TDP requires further clarification, this clarification period will be allowable outside of the ten (10) working day period, i.e. the clock will stop whilst clarification takes place, in accordance with Schedule 8.2, paragraph 4.4.

TDP Project Proposals should contain as a minimum:



- Unique TDP Project reference;
- Specification (full details of the requirements and intended outcomes);
- Scope of the TDP Project;
- Responsibilities and dependencies, identifying TDP, Authority or third-party obligations and dependencies under the TDP Project;
- Project Plan, with any key milestones defined and assigned dates for achievement;
- As relevant to the pricing type, deliverables, timebound and including outcomes and outputs (identified against workstreams where applicable.) Inputs identifying the deployment of TDP resource including grade and days against activity will also be supplied;
- Defined review and monitoring process of milestones and deliverables;
- Key Success Criteria for the TDP Project;
- Governance and Key Personnel;
- Cost based on the agreed pricing type;
- Assumptions;
- Change control process; and risks, issues or opportunities.
- Contract Schedules applicable to the scope of work (tick box in Annex)

Project milestones and completion may be subject to milestone payments and potential deductions as agreed in line with the Call Off Terms.

The Authority will review the TDP Project Proposal and request any amendments where required. Amendments requests should be actioned by the TDP within five (5) working days unless otherwise agreed, or if clarification is required by either Party in which case the time will be extended to reflect the time taken for clarification in accordance with Schedule 8.2, paragraph 4.4. Once agreed and approved through the Authority's governance process, the Authority will provide commitment and raise a Purchase Order against the TDP Project.

The Authority may require the TDP to produce multiple proposals for individual TDP Projects which may include different delivery options, and / or costing models. The Authority may ask the TDP to provide a clear assessment of each option and a recommendation, the content may include opportunities to optimise resource utilisation, shorten delivery timescales, reduce costs, value for money assessments, risks, and dependencies.



Attachment 2.2 – Key Performance Indicators and Subsidiary Performance Indicators Tables

The Key Performance Indicators and Subsidiary Performance Indicators that shall apply to the Operational Services are set out below:

1. Key Performance Indicators

No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels (assessed against all TDP Projects (or Critical Projects relevant) operation) TDP as in	Service Points (applied to the Service Charges as indicated against each KPI)	Publishable Performance Information
KPI1	TDP Project Statement of Works (SOW) finalisation in accordance with Schedule 8.2 to Call Off Terms.	TDP Project Statement of Works (SOW) finalisation in accordance with Schedule 8.2 to Call Off Terms. 100% of initial Impact Statements	Quarterly and measured for those Statement of Works marked as Critical TDP Projects by the Authority.	Target Performance Level: 100% Minor KPI Failure: 75% to 99% Serious KPI Failure: <75%	0 1 2	YES



		received by Buyer from the TDP within 10 working days of TDP receiving approval by the Authority of the Impact Assessment Estimate in accordance with Schedule 8.2, paragraph 4.3 (subject to “stop clock” for clarification as per Attachment 2.1).			For the purpose of the calculation in Schedule 7.1 Part C Section 3, Service Charge shall mean the sum of the monthly charges across all TDP Projects in operation.	
KPI2	Commencement of TDP Project	The TDP will develop an accepted SOW into a TDP Project with delivery commencing as per the implementation plan within the mutually signed	Quarterly	Target Performance Level: 100%	0	YES
				Minor KPI Failure: 75% to 99%	1	
				Serious KPI Failure:	2	



		Change Authorisation. 100% Of accepted SOWs developed into TDP Projects having delivery commencing as per implementation plan within timescale in mutually signed Change Authorisation Note.		<75%	For the purpose of the calculation in Schedule 7.1 Part C Section 3, Service Charge shall mean the first monthly charge or first milestone payment under the relevant TDP Project.	
KPI3	Changes to Key Personnel	Upon Request by the Authority, the TDP will replace any Key Personnel or add / remove Key Personnel or role(s). 100% Of Authority requests to add,	Quarterly	Target Performance Level: 100% Minor KPI Failure: 75% to 99% Serious KPI Failure: <75%	0 1 2	NO



		remove or alter Key Personnel roles and resources fulfilled within 10 working days			For the purpose of the calculation in Schedule 7.1 Part C Section 3, Service Charge shall mean the monthly charge for the relevant TDP Project.	
KPI4	Continuous Improvement	<p>The TDP will report to the Authority monthly on identified opportunities for improvements in design and delivery of the ESN.</p> <p>100% of reports delivered to the Authority within one</p>	Quarterly	<p>Target Performance Level: 100%</p> <p>Minor KPI Failure: 75% to 99%</p> <p>Serious KPI Failure: <75%</p>	<p>0</p> <p>1</p> <p>2</p> <p>For the purpose of the calculation in</p>	YES



		week of calendar month end.			Schedule 7.1 Part C Section 3, Service Charge shall mean the sum of the monthly charge across all TDP Projects in operation.	
KPI5	Report on progress and delivery against	Reporting frequency as defined by		Target Performance Level: 100%	0	YES



	milestones for individual TDP Projects.	Authority within TDP Project. 75% of reports delivered to agreed timescale over project lifetime.	<p>If project lifetime is greater than three months, quarterly.</p> <p>If less than three months, monthly.</p>	<p>Minor KPI Failure: 75% to 99%</p> <p>Serious KPI Failure: <75%</p>	<p>1</p> <p>2</p> <p>For the purpose of the calculation in Schedule 7.1 Part C Section 3, Service Charge shall mean the monthly charge for the relevant TDP Project.</p>	
KPI6	Weekly progress meetings with Authority Stakeholders as defined for each project.	Weekly meeting. 75% of meetings held to agreed timescale over project lifetime (unless request for cancelation /	<p>If project lifetime is greater than three months, quarterly.</p> <p>If less than three months, monthly.</p>	<p>Target Performance Level: 75%</p> <p>Minor KPI Failure: 50%-74%</p> <p>Serious KPI Failure: <50%</p>	<p>0</p> <p>1</p> <p>2</p>	NO



		rescheduling made by Authority).			For the purpose of the calculation in Schedule 7.1 Part C Section 3, Service Charge shall mean the monthly charge for the relevant TDP Project.	
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2. Subsidiary Performance Indicators

No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Publishable Performance Information
PI1					YES



No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Publishable Performance Information
	Social Value – Economic Equality	Creating new jobs and skills. Supporting employment and skills opportunities through contract delivery (See Attachment 4.1 – Supplier's Solution).	Annual	N/A	
PI2	Social Value: Equal Opportunity	Tackle workforce inequality and reduce disability employment gap. Supporting in-work progression and increasing	Annual	N/A	YES



No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Publishable Performance Information
		representation of disabled people. (See Attachment 4.1 – Supplier's Solution)			

The Key Performance Indicators and Subsidiary Performance Indicators that shall apply to the Optional Services are set out below:

3. Key Performance Indicators

NOT APPLICABLE

No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Service Points	Publishable Performance Information



No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Service Points	Publishable Performance Information

4. Subsidiary Performance Indicators

NOT APPLICABLE

No.	Subsidiary Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Publishable Performance Information



Attachment 2.3 – Environmental Requirements

TABLE A – Prohibited Items

The following consumer single use plastics are Prohibited Items:	Catering <ul style="list-style-type: none"> • Single use sachets e.g. coffee pods, sauce sachets, milk sachets • Take away cutlery • Take away boxes and plates • Cups made wholly or partially of plastic • Straws • Stirrers • Water bottles
	Facilities <ul style="list-style-type: none"> • Single use containers e.g. hand soap, cleaning products • Wipes containing plastic
	Office Supplies <ul style="list-style-type: none"> • Plastic envelopes • Plastic wrapping for brochures • Paper or card which is bleached with chlorine
	Packaging <ul style="list-style-type: none"> • Single use plastic packaging from deliveries where avoidable e.g. shrink wrapped packaging from office supplier or facilities products. • Single use carrier bags
Buyer specific Prohibitions	Conflict minerals as defined by the https://www.gov.uk/guidance/conflict-minerals ,
Project specific Prohibitions	N/A



TABLE B – Permitted Items

Buyer Permitted Items	NOT APPLICABLE
Project Specific Permitted Items	NOT APPLICABLE

TABLE C – Sustainability Reports

Please refer to the TDP's corporate annual report:

[CGI 2023 ESG Report | CGI.com](#) (webpage)

[CGI – 2023 Environmental, Social and Governance Report](#) (2023 report)

The TDP also undertakes reporting annually to the Cabinet Office as a strategic supplier to Government



Attachment 2.4 – Information Management System

Not applicable at the time of the Effective Date. The TDP is not required to provide an IMS for provision of resources using POISE. Should there be a requirement to use TDP organisational IT to process Home Office or ESN data outside of POISE the TDP supplier will be asked to provide:

1. Cyber Essentials Plus Certificate
2. Latest ITHC report – (preferably from a 3rd Party Assurance Crest/Check Provider)
3. ISO 270001 Certificate
4. DPIA for any additional data processing
5. Evidence of Licencing

As set out in a TDP Project Statement of Work.



Attachment 3 – Buyer Responsibilities

The Buyer shall, in relation to this Contract perform the Buyer's responsibilities identified as such in this Contract the details of which are set out below:

Responsibility	Location (Paragraph)
Authority documentation and information provided is of sufficient quality for the TDP Project deliverables to be achieved	General - Schedule 3
Virtual Library (SharePoint site) will be hosted by the Authority with the management and maintenance performed by the TDP (as confirmed by clarification question (C12) response in the use of Authority systems)	General - Schedule 3
IT security documentation (e.g. SyOps, ESMCP Security Management Plan) and Authority Laptops (eg POISE Laptops) with access to Authority information will be available for the TDP team within 10 days of Contract start and within 10 days of being notified of additional laptops/access requests	General - Schedule 3
The SSS Partner (Incumbent) will provide resources that are sufficiently knowledgeable and available during the first 2 months of the contract	General - Schedule 3
There are no staff in scope of Transfer of Undertaking Protection of Employment (TUPE) from the Incumbent Supplier. Any costs relating to TUPE have been excluded, the TDP reserves the right to review and amend its pricing if TUPE becomes applicable.	Schedule 9.1

Any specific Buyer Responsibilities related to a TDP Project will be detailed in the respective TDP Project Statement of Work.



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Attachment 4.1 – Supplier Solution

REDACTED



Attachment 4.2 – Commercially Sensitive Information

Commercially Sensitive Information

No.	Date	Item(s)	Duration of Confidentiality
1	25/04/2024	Commercially agreed positions within Order Form, Order Form Attachments and/or TDP Project for Charges, Insurance levels, Limits of Liability, Service Credits and/or Delay Deductions.	Contract duration
2	25/04/2024	Attachment 4.1 Supplier Solution	Contract duration
3	25/04/2024	Attachment 6.1 Outline Implementation Plan	Contract duration
4	25/04/2024	Attachment 7.1 Charges	Contract duration
5	25/04/2024	Attachment 7.4 Financial Distress positions	Contract duration
6	25/04/2024	Attachment 8.4 Transparency Reports and Records to Upload to Virtual Library – where these provide information on Supplier performance and / or Charges	Contract duration
7	25/04/2024	Attachment 9.2 Names of Key Personnel	Contract duration
8	25/04/2024	Details of any Audit performed on the Supplier or any Subcontractor under the Agreement, including the outputs of any Benchmarking Report.	Contract duration
9	25/04/2024	Any commercially sensitive information relating to Key Sub-Contractors and Third Parties in line with the categories 1 to 8 above	Contract duration
10	25/04/2024	Unpublished information on all other commercial contracts between the Authority and its other suppliers.	Contract duration plus five years or as advised by the Authority for individual contracts if longer.



Attachment 4.3 – Notified Key Sub-Contractors

- 1 In accordance with Clause 15.10A (*Appointment of Key Sub-contractors*), the Supplier is entitled to sub-contract its obligations under this Contract to the Key Sub-contractors listed in the table below.
- 2 There are no Key Subcontractors at the Effective Date. The Parties agree that they will update this Attachment periodically to record any Key Sub-contractors appointed by the Supplier with the consent of the Buyer after the Effective Date for the purposes of the delivery of the Services.

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 Term	Key role in delivery of the Services	Credit Rating Threshold



Attachment 4.4 – Third Party Contracts

- 1 The contracts listed in the table below constitute Third Party Contracts that may be used over the term for the purposes of delivering the Services depending on the requirements of the individual TDP Projects. Additional Third Parties may be added to this list over the Term.
- 2 The Supplier shall be entitled to update this Attachment in accordance with Clause 15.5 (Appointment of Sub-contractors).

REDACTED



Attachment 5 – Software

The Software below is licensed to the Buyer in accordance with Clauses 16 (*Intellectual Property Rights*) and 17 (*Licences Granted by the Supplier*).

There is no Software to be licenced at the Effective Date. The Parties agree that they will update this Attachment as relevant within a specific TDP Project 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 TDP Project.

1 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

2 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 6.1 – Outline Implementation Plan

REDACTED



Attachment 6.2 – Test Success Criteria

Any test success criteria shall be added to an individual TDP Project as relevant.

1. Tests to be Achieved in order to Achieve the ATP Milestone

Test	Pre-conditions*	Test Success Criteria

* Note: The Pre-Conditions are that e.g. the Success Criteria for the previous Tests must be satisfied before the ATP Milestone tests are commenced

2. Tests to be Achieved in order to Achieve a CPP Milestone

CPP Milestone Charge No.	Test	Test Success Criteria



Attachment 7.1 – Charges

REDACTED



Attachment 7.2 – Maximum Payments on Termination

The table below sets out, by Contract Year, the maximum amount of the Unrecovered Payment, Breakage Costs Payment and Compensation Payment that the Buyer shall be liable to pay to the Supplier pursuant to this Contract:

Termination Date	Maximum Unrecovered Payment	Maximum Breakage Costs Payment	Maximum Compensation Payment
Anytime in the first Contract Year	Any outstanding and due Charges from incomplete TDP Projects at the time of termination	120% of estimate for the Breakage Costs Payment set out in any relevant Termination Estimate.	120% of the estimate for the Compensation Payment set out in the relevant Termination Estimate
Anytime in the second Contract Year	Any outstanding and due Charges from incomplete TDP Projects at the time of termination	120% of estimate for the Breakage Costs Payment set out in any relevant Termination Estimate.	120% of the estimate for the Compensation Payment set out in the relevant Termination Estimate
Anytime in Contract Years 3 – 5	Any outstanding and due Charges from incomplete TDP Projects at the time of termination	120% of estimate for the Breakage Costs Payment set out in any relevant Termination Estimate.	120% of the estimate for the Compensation Payment set out in the relevant Termination Estimate

A notice period will be agreed in each TDP Project via the individual Statement of Work should the Authority wish to terminate for convenience.



Attachment 7.3 – Approved Benchmarks

Any Benchmarking shall be done on the basis of the entire service. The appointment of one of the below benchmarkers will be agreed in writing between the Parties as required:

- Gartner
- Forrester



Attachment 7.4 – Financial Distress

REDACTED



Attachment 7.6 – Anticipated Savings

This Attachment 7.6 defines the key benefit categories in which savings are anticipated. Whilst it is not required at the Effective Date, the Authority reserves the right to include Anticipated Savings, if required, to a TDP Project as set out in a TDP Project Statement of Work.

For each TDP Project, the TDP shall have the ability to provide an additional and/or alternative solution if it can demonstrate a financial saving, or operational efficiency, compared to the Authority's requirement.



Attachment 8.1 – Representation and Structure of Boards

Annual Review Board

Buyer Members of Annual Review Board	Programme Director Delivery and Deployment Director Commercial Director Commercial Contract Manager Operational Contract Manager
Supplier Members of Annual Review Board	SVP Public Safety Sector VP Home Office TDP Programme Manager TDP Director Consulting Service TDP Commercial Director
Start Date for Annual Review Board meetings	Effective Date + 1 Year
Frequency of Annual Review Board meetings	Annual
Location of Annual Review Board meetings	London – TDP Office

Programme Board

Buyer members of Programme Board	Programme Director Delivery and Deployment Director Contract Management Deputy Director Commercial Contract Manager Operational Contract Manager
Supplier members of Programme Board	VP Home Office TDP Programme Manager TDP Director Consulting Service TDP Commercial Manager
Start date for Programme Board meetings	Effective Date + 3 Months
Frequency of Programme Board meetings	Quarterly
Location of Programme Board meetings	London – TDP Office



Buyer Members of Operations Management Board	<p>Programme Director Delivery and Deployment Director Commercial Contract Manager Operational Contract Manager</p> <p><i>These attendees will be assessed over the first 3 months of the Contract to ensure the attendees continue to be appropriate</i></p>
Supplier Members of Operations Management Board	<p>VP Home Office TDP Programme Manager TDP Director Consulting Service TDP Lead TDP Transition and Mobilisation Lead TDP Capability Delivery Lead TDP Capability Deployment Lead TDP PMO Lead TDP Commercial Manager Other TDP Project Leads as relevant</p> <p><i>These attendees will be assessed over the first 3 months of the Contract to ensure the attendees continue to be appropriate</i></p>
Start Date for Operations Management Board meetings	Effective Date + 1 Month
Frequency of Operations Management Board meetings	Monthly
Location of Operations Management Board meetings	London – TDP or Authority Office as agreed



**Attachment 8.4 – Transparency Reports and Records to
Upload to Virtual Library**

REDACTED



Attachment 9.1 – List of Notified Sub-Contractors

See Attachment 4.3 and 4.4



Attachment 9.2 – Key Personnel

REDACTED



Attachment 11 – Processing Personal Data

For the purpose of this Agreement and all those TDP Projects falling underneath, the following clarifications are made to the TS3 Lot 4 Data Protection Terms:

- Any reference to the Processor informing the Controller immediately within the terms shall mean immediately on becoming aware; and
- Where personal data may be processed under a specific TDP Project, the table below in this Attachment 11 shall be updated by the Authority within the TDP Project Statement of Work. The Authority warrants that it will only provide the Supplier with the Personal Data described in the relevant Attachment 11; and
- The TDP will be the Processor and the Authority will be the Controller of all data.

This Attachment 11 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

1.1.1.1 The Contact Details of the Buyer's Data Protection Officer are **REDACTED**

1.1.1.2 The contact details of the Supplier's Data Protection Officer are **REDACTED**

1.1.1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Attachment 11.

Description	Details
Identity of Controller for each Category of Personal Data	TBD in a TDP Project as relevant.
Duration of the processing	TDP may be required to process ESN data for the duration of the TDP Contract as set out in a TDP Project.
Nature and purposes of the processing	For delivery of the TDP Project, as relevant
Type of Personal Data	This may include Staff and Supplier personal data including: <ul style="list-style-type: none"> • Names • Work Address • Email addresses • Telephone numbers



	<ul style="list-style-type: none">• Images - profile pictures
Categories of Data Subject	<p>This may include:</p> <ul style="list-style-type: none">• Home Office• PSG• ESN• OGD• Staff• Customers/Clients• Supplier Information /Data• User Organisations
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	<p>As set out in a TDP Project.</p>