

**RM6100 Technology Services 3 Agreement
Framework Schedule 4 - Annex 1
Lots 2, 3 and 5 Order Form**

Order Form

This Order Form is issued on 19 December 2024 in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 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 [RM6100 Technology Services 3](#). 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:

- .1.1 the Framework, except Framework Schedule 18 (Tender);
- .1.2 the Order Form / Statements of Works (SoWs);
- .1.3 the Call Off Terms; and
- .1.4 Framework Schedule 18 (Tender).

Section A
General information

| Contract Details | |
|--|---|
| Contract Reference: | C27466 |
| Contract Title: | Legacy Application Programme and Project Resources |
| Contract Description: | This contract will provide delivery support services to deliver the LAP activities. |
| Contract Anticipated Potential Value (Initial Term): | £4,400,00.00 |
| Estimated Year 1 Charges: | £4,400,00.00 |
| Estimated Year 2 Charges (If Optional Extension is Exercised): | £4,400,00.00 |
| Commencement Date: this should be the date of the last signature on Section E of this Order Form | 01/01/2025 |

Buyer details

Buyer organisation name

Department for Environment, Food and Rural Affairs

Billing address

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

Seacole Building, 2 Marsham Street, London SW1P 4DF

Buyer representative name

The name of your point of contact for this Order

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.

Buyer Project Reference

Please provide the customer project reference number.

C27405

Supplier details

Supplier name

The supplier organisation name, as it appears in the Framework Agreement
Sopra Steria Limited

Supplier address

Supplier's registered address
Three Cherry Trees Lane, Hemel Hempstead, Hertfordshire, HP2 7AH

Supplier representative name

The name of the Supplier point of contact for this Order
[REDACTED]

Supplier representative contact details

Email and telephone contact details of the supplier's representative. This must include an email for the purpose of Clause 50.6 of the Contract.
[REDACTED] [REDACTED]

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.
[REDACTED]

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

Guarantor Company Number

Guarantor's registered company number
Not Applicable

Guarantor Registered Address

Guarantor's registered address

Not Applicable

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

☒
2. TRANSITION & TRANSFORMATION

☒
3. OPERATIONAL SERVICES

a: End User Services

☐

b: Operational Management

☐

c: Technical Management

☐

d: Application and Data Management

☐
5. 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 | 36 (3) |
| 3 | 60 (5) |
| 5 | 60 (5) |

Initial Term Months

12

Extension Period (Optional) Months

12 (based on original scope of the Initial Term)

Minimum Notice Period for exercise of Termination Without Cause 30

(Calendar days) Insert right (see Clause 35.1.9 of the Call-Off Terms)

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:

Remotely from anywhere in the UK, but may be required to make regular visits to a Defra location. Specific components of the work package (e.g. provision of technology to Defra locations or facilitation of in-person workshops) may also require in-person attendance to a Defra location.

Supplier Premises:

From anywhere in the UK

Third Party Premises:

Not Applicable

Buyer Assets

Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms

Not Applicable

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.

As provided in the Specification

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.

As provided in the Specification

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.

As provided in the Specification

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 (£) - £1m

Professional Indemnity Insurance (£) - £1m

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

1. Provision of suitable workspace when in Defra premises
2. Provision of access to all service areas when in Defra premises
3. Provision of accounts for any Defra owned IT systems that may need updating during the Service delivery. E.g., email or database.
4. Provision of information; access to people, systems and processes.
5. Configured hardware (i.e. laptops) to access Buyer systems if required.

6. Access to Buyer processes, and design documentation. Where such access is required to gather intelligence from systems or databases managed by other third parties, the Buyer will arrange that sufficient access is facilitated with the relevant third party.
7. Appropriate stakeholder attendance at weekly review meetings.
8. Provide a Purchase Order that will cover the charges included in any issued Statement of Works (SoWs)

Goods

Guidance Note: list any Goods and the 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 | <input checked="" type="checkbox"/> |
| Part B – Long Form Governance Schedule | <input type="checkbox"/> |

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 | <input checked="" type="checkbox"/> |
| Part B – Long Form Change Control Schedule | <input type="checkbox"/> |

The Part selected above shall apply this Contract.

Section C

Part A - Additional and Alternative Buyer Terms

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 | <input type="checkbox"/> |
| S2: Testing Procedures | <input type="checkbox"/> |
| S3: Security Requirements (either Part A or Part B) | Part A <input checked="" type="checkbox"/> or Part B <input type="checkbox"/> |
| S4: Staff Transfer | <input type="checkbox"/> |
| S5: Benchmarking | <input type="checkbox"/> |
| S6: Business Continuity and Disaster Recovery | <input type="checkbox"/> |
| S7: Continuous Improvement | <input type="checkbox"/> |
| S8: Guarantee | <input type="checkbox"/> |
| S9: MOD Terms | <input type="checkbox"/> |

Part B – Additional Clauses

Guidance Note: Tick any applicable boxes below

| Additional Clauses | Tick as applicable |
|-----------------------------|-------------------------------------|
| C1: Relevant Convictions | <input type="checkbox"/> |
| C2: Security Measures | <input checked="" type="checkbox"/> |
| C3: Collaboration Agreement | <input type="checkbox"/> |

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 | <input type="checkbox"/> |
| Northern Ireland Law | <input type="checkbox"/> |
| Joint Controller Clauses | <input type="checkbox"/> |

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)

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.

A draft Security Management Plan will be provided within first 30 days of contract start.

Additional Schedule S4 (Staff Transfer)

Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of "Fund" in Annex D2 (LGPS) of Part D (Pension) insert details of the applicable fund below.

Not Applicable

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.

Not Applicable

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 Days from the Commencement Date:

Not Applicable

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.*

Pricing contained in this Section and Attachment 2 Part C

Client-Side Delivery for Legacy Technology Modernisation Pro- grammes



Lot 1 – Technology Strategy and Services
Design

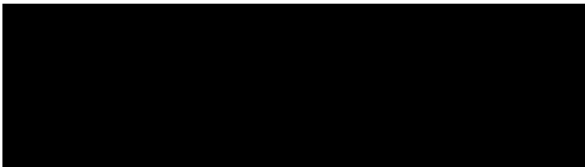
Lot 2 – Transition and Transformation

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



Full Name: [Redacted]
Job Title/Role: Chief Commercial & Legal Officer
Date Signed: 20/12/2024

For and on behalf of the Buyer



Full Name: [Redacted]
Job Title/Role: Senior Category Manager
Date Signed: 20/12/2024

Attachment 1 – Services Specification

Work Package 1: Program management services

DELIVERABLES

The Supplier will provide the staff to support and assist the Authority in meeting the following objectives and success criteria and to provide the deliverables set out below.

| | | |
|--|---|---|
| Work Package Objectives and Success Criteria: | | Objectives: <ul style="list-style-type: none"> A. Program management services to support the Legacy Application Programme (LAP) led by the Programme Director and the Programme Manager B. Project Management Office services to support LAP team and stakeholders. |
| | | Success Criteria: Provision of support to the LAP Programme as outlined in the activities and deliverables below. |
| Work Package Approach: | | The work shall be delivered in accordance with Managing Successful Programmes and P3O best practice as applicable. |
| Work Package Deliverables and Outputs: | | |
| Duration | Objective | Activities |
| 01/01/2025–31/12/2025 | Provide Programme Director services to lead the Legacy Application Programme. | The delivery services will support DEFRA by providing the following: <ul style="list-style-type: none"> • Stakeholder Management - Support the Senior Responsible Officer (SRO) in managing the relationship with strategic partners, stakeholders and customers. • Programme Business Case – Own/ Lead the business case on behalf of the SRO. • Delivery Oversight - Oversee the delivery of the Programme (costs, benefits, and timescales). • Governance - Ensure governance and management of the Programme remains effective. • Planning - Provide oversight to strategic and tactical planning. • Assurance - Ensure appropriate assurance is carried out and acted upon. • SRO Updates - Escalate risks and issues and regular reporting to the SRO. |

| | | |
|---------------------------|--|---|
| | | <ul style="list-style-type: none"> • Leadership - Provide leadership to the LAP programme • Escalation Point - Act as the escalation point to resolve blockers and issues. • Meeting - Attendance at all relevant and required programme meetings. |
| 01/01/2025– 31/12/2025 | Provide Programme Management services to lead the Legacy Application Programme | <ul style="list-style-type: none"> • The Programme Manager to lead a defined set of interdependent projects and associated business change activities with a high level of complexity. • The Programme Manager is accountable for performance. This includes reporting, monitoring and controlling progress, engaging fully with programme assurance and responding to recommendations. • The PM will identify and engage with specialists (3rd party suppliers) being responsible for supplier management ensuring value for money in the delivery approach and conflict resolution. The PM shall Chair the various Supplier Boards. • The Programme Manager is responsible for providing strategic leadership and ensuring that operational risks and issues are identified, prioritised, assessed and mitigated and ensuring senior stakeholders are engaged and regularly updated • The Programme manager is responsible for stakeholder management, ensuring the vision is understood by the teams and translating into delivery objectives • The Programme Manager is responsible for ensuring financial management compliance with Defra governance and control frameworks and flexible resource management. |
| 01/01/2025– 31/12/2025 | Provide PMO services | <ul style="list-style-type: none"> • Coordinate artefacts and activities for LAP governance meetings. • Risk and Issue Management – ensuring all risks and issues are described and RAGEd accurately and have appropriate mitigation actions in place. • Dependency Management – ensuring project and programme dependencies are tracked and escalated appropriately if not tracking to plan. • Weekly Reporting – Responsible for the provision of project / workstream reports and ensuring these reports are compiled accurately and presented to DEFRA's Programme Director and Programme Manager at the weekly team meeting. |

| | | |
|-----------------------|---|--|
| | | <ul style="list-style-type: none"> • Resource Management – ensuring all resources that join the team have the correct tools to undertake their roles. • Project Change Management - Ensure all changes to Programme and Project Scope, Cost, Quality and time are logged and complete a change management approval process • Finance Management – work with Defra's Finance Business Partner to ensure alignment of project finances between both Parties. • Supplier Management – ensure all suppliers are reporting appropriately into DEFRA's Programme Director • Document Management – Tracking of all TDAs/ TSAs and LLDs are appropriately logged and tracked through to approval and stored for audit trail purposes. • Project Online Maintenance – Updating Project Online tool with information as required from the Portfolio Office • SharePoint administration – ensuring relevant access to the LAP SharePoint is controlled and monitored. • Programme communications – creating and implementing a programme level communications plan with support, input and feedback from DEFRA to ensure agreement with the communications plan. • Program plan – creation, assurance and maintaining of a consolidated plan of all the projects across the program. Facilitate planning review meetings with all project managers and creation of planning reports. • Program administration – support the Program Director and senior program management team with coordination of meetings, taking and managing of meeting minutes and ad-hoc support. • Programme Board – Facilitate meeting and provide input into Programme report pack • Senior Stakeholder Steering Group – Facilitate meeting and provide input into programme report pack. • Weekly checkpoint – Facilitate meeting and provide input into pack. |
| 01/04/2025-31/12/2025 | Provide PMO finance services to support programme | <ul style="list-style-type: none"> • PMO Finance Management – Provide financial support to the programme, utilising financial systems to ensure accurate tracking of spend, approvals, forecasts and provide management reports for the LAP Programme Board. |

* PMO finance services will commence from 1st April 2025 through to 31st December 2025.

These services and associated Fixed Price charges and acceptance criteria are set out in LAP SOW001 which once signed is incorporated into this Order Form. The Parties will work together to monitor progress of this SOW through weekly progress updates, any issues or concerns to be discussed and addressed as part of collaborative dialogue.

Work Package 2: LAP Programme Business Case and Project management services

DELIVERABLES

The Supplier will provide the staff to support and assist the Authority in undertaking the following objectives and success criteria and to provide the deliverables set out below.

| | | |
|--|---|---|
| Work Package Objectives and Success Criteria: | Objectives: 1. Support with the following: a. Lead on updating the LAP Programme Business Case, progressing through Governance and enhance and continue with business benefits tracking, with input from DEFRA b. Provision of project management services to support the LAP programme as specified below. | |
| | Success Criteria: • Provision of resources to support the LAP Programme as outlined in the activities below. | |
| Work Package Approach: | The work shall be delivered in accordance with Managing Successful Programmes and P3O best practice. | |
| Work Package Deliverables and Outputs: | | |
| Duration | Objective | Activities |
| 01/01/2025 – 31/12/2025 | Provide support with Programme Business Case, Benefits Management and Evaluation Planning. | <ul style="list-style-type: none">• Lead the development and updates from recommendations for the next iteration of LAP Programme Business Case (PBC), with timely input required from DEFRA.• Drafting and refining the PBC document with the appropriate version controls.• Support LAP with Business Case assurance processes as required.• Lead the LAP Programme Benefits management which comprises of enhancements to tracking benefits, with timely input required from DEFRA. |

| | | |
|-------------------------|-------------------------------------|--|
| | | <ul style="list-style-type: none"> • Maintaining regular engagement with workstream leads and stakeholders to capture the latest (LAP) benefits to update the tracker. • Regularly reporting (as agreed) the latest benefits data to the Programme Board. • Refresh the application tracker charts to simplify dashboard reporting. • Refine the current LAP benefits data, working with PMs and DEFRA to further enhance and verify the data. • Lead the ongoing development of the Evaluation and Monitoring Plan with input from DEFRA to accompany the subsequent iteration of the Programme Business Case. • Support the portfolio prioritisation and spending review process. |
| 01/01/2025 – 31/12/2025 | Provide Project Management Services | <ul style="list-style-type: none"> • For clarity, the Project Manager resources are acting on behalf of DEFRA, and under DEFRA's direction and control, and will work in collaboration with DEFRA stakeholders to successfully undertake the activities listed in this SOW. • SSL to provide Project Management services to support the delivery of the LAP projects through the project lifecycle, from initiation to hypercare/close. • Project Management services to adhere to industry best practice and professional standard, specifically in the following areas: <ul style="list-style-type: none"> • Planning and managing the project from outset to closure, including supplier and Arm's Length Bodies (ALB) activities and milestones. • Developing and managing end to end project plan, to support the activity, resources and interdependencies comprising of governance, business change, suppliers' streams, testing, transition and cut-over. • Track, monitor, forecast and manage 3rd party project spend. Support the identification and management of benefits across the project. • Identify and monitor project level risks and issues. Develop mitigating actions and escalate as appropriate. Identify and work with related projects to manage interdependencies. |

| | | |
|--|--|---|
| | | <ul style="list-style-type: none"> • Progress reporting - Report progress against project milestones to governance boards and senior leaders as required. • Taking the lead in managing relationships including internal and external team members, stakeholders and sponsors/project board • Reporting progress and directing communications for the project • Identifying and securing the individuals with the appropriate skills required to support project delivery, including architecture, security, commercial, service design, testing, acceptance and business change roles within DEFRA as appropriate. • Managing the production of the required deliverables through quality reviews. • Planning the project's assurance activities comprising of DDTS Technical Assurance and Gateway reviews • Liaising with specialist internal assurance and specialist functions such as economists, Security and KIM as required. • Working with suppliers to support the delivery of the overall plan. • Overseeing overall progress and use of resources, initiating corrective action where necessary • Manage/ coordinate the implementation of the change control activities and any required configuration management • Active management of risks, issues proactively developing mitigations. • Identifying and obtaining support and advice from DEFRA or DEFRA's third parties required for the management, planning and control of the project. |
|--|--|---|

These services and associated Time and Material charges are set out in LAP SOW002 which once signed is incorporated into this Order Form. The Parties will work together to monitor progress of this SoW through progress updates once a fortnight via Teams, any issues or concerns to be discussed and addressed as part of collaborative dialogue. Any actions will be providing in writing and formally agreed between the Parties.

Attachment 2 – Charges and Invoicing

Part A – Milestone Payments and Delay Payments

Not Applicable

Part B – Service Charges

Refer to LAP SOW001

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

| | | Daily Rate | | | |
|------------------------------|---|------------|--------|--------|--------|
| Category | SFIA Role | SFIA 3 | SFIA 4 | SFIA 5 | SFIA 6 |
| Strategy & Architecture | Requirements Definition & Management | | | | |
| | Consultancy | | | | |
| Change & Transformation | Business Analyst | | | | |
| | Change Implementation Planning & Management | | | | |
| Development & Implementation | Systems Integration & Build | | | | |
| Delivery & Operation | Service Level Management | | | | |

The attached pricing is for Time and Materials charges only and does not represent a fixed price in total. The total amounts contained in the attached are for the Authorities budgeting purposes and represent estimates only. The charges shall be calculated on a time and materials basis and if the total amounts are seen to be potentially exceeded then the Authority shall have the right to increase their budget or instruct the Supplier to cease work.

If the Buyer requires or mandate attendance at a chosen premise, then travel expenses will be formally agreed in advance and recovered at cost (without the addition of overhead or margin) by the Supplier.

Indexation

1. The rate cards above and the Fixed Price charge set out in LAP SOW001 shall be indexed in agreement with the Supplier using the 12 month increase in the CPI Rate for the 12 months ended the month before the Adjustment Date (e.g. January to December of the

previous year).

2. The first Adjustment Date will be the 1st January 2026 and annually thereafter.

3. The Buyer may within one month of the Adjustment Date benchmark the resultant new rate against the rates that the Supplier has agreed on any CCS Framework that is still valid and provide the results of such benchmark to the Supplier. If the new resultant rate is higher than the benchmark rate then the increase will be limited to match the other framework benchmark rate. If any benchmark rate discovered by the Buyer is lower than the existing rate under this Agreement, then no increase shall be applied and rates will stay the same.

4. If the Buyer does not conduct a benchmark under clause 3 above within one month of the Adjustment Date (or the date of publication of the necessary index to calculate the indexation) then the indexation under clause 1 above shall apply and the right to benchmark under clause 3 above shall lapse.

5. For the avoidance of doubt, rates under this Agreement will not be reduced because of indexation or any benchmark under clause 3 above.



Part D – Risk Register

The Risk Register will be populated on an ongoing basis by the Authority and Supplier project teams.

| 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 |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |



Part E – Early Termination Fee(s)

Provided the Authority serves the full 30 days notice of termination for convenience then no early termination fees shall be payable as the project is resource based.

If the Supplier is asked through change management to provide software or assets, or execute long term third party agreements then the Order Form shall be updated to reflect any early termination charges for stranded costs that might be incurred by the Supplier.



Crown
Commercial
Service

Attachment 3 – Outline Implementation Plan

Not Applicable



Crown
Commercial
Service

Attachment 4 – Service Levels and Service Credits

Not Applicable.



Crown
Commercial
Service

Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

- .1.1 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

Not Applicable

Part B – Key Sub-Contractors

Not Applicable



Attachment 6 – Software

Not Applicable

- .1.1 The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).
- .1.2 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 |
|----------|--|---------|--------------------|--------------|------------------|-------------------------|--------------|
| None | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |



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 |
|----------------------|----------|---------|--------------------|--------------|------------------|-------------------------|-----------------|
| None | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Attachment 7 – Financial Distress

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

| Entity | Credit Rating (long term) <i>(insert credit rating issued for the entity at the Commencement Date)</i> | Credit Rating Threshold <i>(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3))</i> |
|----------|---|---|
| Supplier | <div></div> – <div></div> | <div></div> |

PART B – RATING AGENCIES

Dun & Bradstreet

| Risk Indicator | Probability of Failure |
|----------------|--------------------------|
| 1 | Minimum Risk |
| 2 | Lower than Average Risk |
| 3 | Higher than Average Risk |
| 4 | High Risk |
| - | Undetermined |

Attachment 8 – Governance

Not Applicable

Attachment 9 – Schedule of Processing, Personal Data and Data Subjects

Applicability to be confirmed following Contract Award

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.

1.1.1.1 The contact details of the Buyer's Data Protection Officer are: **[Insert Contact details]**

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: Juliet Norris (juliet.norris@soprasteria.com)

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 9.

| Description | Details |
|---|--|
| Identity of Controller for each Category of Personal Data | <p>[The Authority is Controller and the Supplier is Processor]</p> <p>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:</p> <ul style="list-style-type: none"> [Insert the scope of Personal Data for which the purposes and means of the processing by the Supplier is determined by the Authority] <p>The Supplier is Controller and the Authority is Processor</p> <p>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:</p> <p>Business contract details of the Supplier Personnel.</p> <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p>None</p> <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> 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. |

| | |
|---|--|
| Duration of the processing | During the Term. |
| Nature and purposes of the processing | Collection, recording, organisation, use, disclosure by transmission, dissemination or otherwise making available, the Business Contact Data of the Supplier and Authority for the purpose of the proper fulfilment of the Agreement. Authority to add others based on its additions above |
| Type of Personal Data | Name, work address, telephone number, email address. Authority to add others based on its additions above |
| Categories of Data Subject | Staff (including volunteers, agents, and temporary workers) Authority to add others based on its additions above |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data | Data will be kept for the minimum period required to fulfil the Agreement and will be destroyed when no longer required through secure destruction methods in accordance with the Security requirements. |

Attachment 10 – Transparency Reports

Not Applicable

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

Not Applicable