

GovPrint Memorandum of Understanding (MOU)

For use by both Crown and non-Crown bodies

This Memorandum of Understanding (which expression shall include the Annexes) ("MoU") is dated 9th May 2024

Between

- (1) **The Government Property Agency** (the "**Authority**") an executive agency of **The Cabinet Office** of 23 Stephenson Street, Birmingham, B2 4BJ ; and
- (2) **Department for Education** (the "**Client**") of 20 Great Smith Street, London, SW1P 3BT [(the "**Partner/Authority 2**")].

together the "**Parties**" and each a "**Party**".

1. Introduction

1.2 Purpose of the MOU

This document sets out the agreement between the Government Property Agency (GPA) and the Client in relation to the use of the GPA GovPrint Service (the locations where this agreement applies is documented in ANNEX A: In Scope Locations). This MoU establishes the responsibilities of the Parties and the general principles for their cooperation.

This MoU is not intended to be legally binding and no legal obligations or legal rights shall arise between the Parties from the provisions of the MoU. However, the Parties enter into the MoU intending to honour their obligations.

1.3 Background and Policy Context

GovPrint is a secure shared print,copy and scan service at OFFICIAL. The service is provided by Xerox (UK) Limited.

Delivery of the service is managed by the GPA.

Where there is a Managed Service Agreement between the Parties in the event of inconsistencies or conflict the terms of this MOU will prevail/the Parties will act reasonably to agree which terms shall apply.

2. Definitions and Interpretations

In this Agreement the following words and phrases have the following meanings, unless expressly stated to the contrary:

‘Client’ or ‘Organisation’ is the organisation that has co-signed this agreement with the GPA and is consuming the GovPrint Service

‘Data Protection Legislation’ (i) the UK GDPR and any applicable national implementing laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to the processing of personal data and privacy: (iii) all applicable Law about the processing of personal data and privacy;

‘Data Protection Impact Assessment’ an assessment by the Controller of the impact of the envisaged processing on the Protection of personal data.

‘Data Breach’ means a breach of the applicable Data Protection Laws in respect of personal data.

‘Controller’, ‘Processor’, ‘Data Subject’, ‘Personal Data’, ‘Processing’, and ‘Special Category Data’ are all defined in the GDPR/Data Protection Legislation. For this agreement:

The Client is the Data Controller for the Print Job Data (the data within print jobs submitted by the client).

The Cabinet Office is the Data Controller for the GovPrint Data (see definition below).

The Client is the Data Controller for GovPrint data in the case where it receives GovPrint Data from the Cabinet Office following a request from the Client. For example, when the Client wants to investigate a potential breach of its Acceptable Use Policy.

The Client and the GPA are not established as Joint Data Controllers under this agreement. Neither the Cabinet Office nor The Client are Data Processors for, or on behalf of, each other under this MOU.

‘Data Subject Access Request’: a request made by, or on behalf of the Data Subject in accordance with the rights granted pursuant to the Data Protection Legislation to access their personal data.

‘Data Loss Event’ means any event that results, or may result in, unauthorised access to personal data held under this MOU, and/or actual or potential loss and/or destruction of personal data in breach of this MoU, including any personal data breach/loss.

'DPA 2018' Data Protection Act 2018

'Environmental Information Regulations' means the Environmental Information Regulations 2004, as amended, together with any guidance and codes of practice issued by the Information Commissioner or relevant government Organisation in relation to such regulations.

'FOIA' means the Freedom of Information Act 2000, as amended from time to time.

'UK GDPR' means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);

'GovPrint Service' - as detailed in section - Service Description

'GovPrint Data' means all personal data passed by the Data Subject to the Cabinet Office for the purposes of accessing GovPrint.

'IAO' means Information Asset Owner, namely the individual occupying the position of Information Asset Owner within the Cabinet Office or the Client.

'MFD' means multi-functional device that can print, copy and scan.

'Print Job Data' means the information passed by the Data Subject to the Client during print job submission.

'Protective Measures' means appropriate technical and organisational measures which may include: pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

'Request for Information' means a request for information or a request under FOIA or the Environmental Information Regulations.

'Supplier' means the organisation delivering the GovPrint Service.

'Total Claim Losses' means the total claim losses for any claim comprising both parties reasonable costs of paying for lawyers and other experts to defend the claim; any Losses, damages or other monetary compensation or fines awarded as a result of the claim; and any Third Party legal costs that either party is required to pay as a result of the claim.

'User' means any natural person (including any employee, contractor, or invitee) who uses the GovPrint Service.

In this Agreement a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment.

Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

References in this Agreement to Clauses, Paragraphs and Annexes are, unless otherwise provided, references to the Clauses, Paragraphs and Annexes of this Agreement.

In the event and to the extent only of any conflict or inconsistency between:

- a) the provisions of the Clauses and the provisions of the Annexes, the provisions of the Clauses shall prevail; or
- b) the provisions of this Agreement and the provisions of any document referred to or referenced herein, the provisions of this Agreement shall prevail.

3. Commencement and Term

This Agreement commences 9th May 2024 and will remain in force until 30th April 2028 or until terminated in accordance with section - Termination. DfE may extend the MOU in line with the overarching contract by giving notice a minimum of 3 months in advance of the end date of this MOU, however this will be subject to governance approvals.

GPA Hub Locations

Where the Client consumes the GovPrint Service in a GPA Hub location, the Client commits to consuming the GovPrint service while they continue to occupy the location.

Other Locations

Where the Client consumes the GovPrint Service in a non GPA Hub location, the GPA and the Client will agree the specific term of the Agreement.

All in scope locations are documented in Annex A - In scope locations.

4. Principles, Representatives and Governance

The Parties will adopt the following principles ("Principles") at all times in respect of this MoU:

The GPA and the Client will:

- a) commit to a collaborative approach;
- b) be accountable to each other for performance of their respective roles and responsibilities as set out in this MoU;
- c) will operate the arrangements under this Agreement in recognition of their respective contributions and responsibilities;

d) will, as far as reasonably practicable, provide the appropriate resources, including adequately skilled staff or personnel, to meet the objectives of this Agreement;

e) will provide the other with any necessary cooperation and support, including appropriate access to people, data and information, as may be necessary to meet any external or internal audit and assurance requirements;

f) comply with the law and best practice, including any relevant Governmental protocols and guidance;

g) act in a timely manner.

The relationship between the GPA and the Client relating to the GovPrint Service shall be managed primarily through bilateral engagement between the relevant service team in the Client and the GovPrint team in the GPA.

The GPA and the Client will each appoint a representative to be the primary point of contact in all matters relating to this Agreement. Formal contact between the Parties will be through the MoU Representatives. The MoU Representatives are:

For GPA: [REDACTED] [REDACTED] ([REDACTED])

For the Client: [REDACTED] [REDACTED] ([REDACTED])

Either Party may change their MoU Representative at any time by notifying the other in writing.

The GPA and the Client will adopt a shared responsibility model to manage security. Key obligations of this approach are defined in section - Service Operation.

5. Escalation Process

Where escalation is necessary, it may be requested by either the GPA or the Client. The GovPrint escalation route is outlined below. Each party may change the contact by informing the other party in writing.

	The Authority	The Client
1	GovPrint Product Manager: [REDACTED]	DfE technical lead: [REDACTED] [REDACTED]
2	GPA Head of Technology: [REDACTED] [REDACTED]	Head of Technology Operations: [REDACTED] [REDACTED]

3	Chief Technology Officer: [REDACTED] [REDACTED]	Chief Technology Officer: [REDACTED] [REDACTED]
4	Senior Responsible Officer: [REDACTED] [REDACTED] (Chief Digital and Technology Officer, GPA)	Head of Operations and Infrastructure: [REDACTED] [REDACTED]

6. Service Description

The standard service provided under this MOU is based on the service defined in contract service specification defined in document GPA.2022.293 Call-Off Schedule 20 - Call Off Specification GovPrint 2.

The GovPrint service comprises the following items:

- Multi-functional devices
- Cloud services
 - Cloud Device Management - cloud solution to remotely monitor and manage MFDs
 - Cloud Print Management - cloud solution providing follow me print and scan to email services
- Operational services
 - Consumables
 - Service Desk
 - Device Break / fix
 - Device Maintenance
 - Cloud Service Support
 - Reporting
 - Service Management
 - Billing

Service Level Agreements (SLA) for Operational Services are documented in Annex B: Service Level Agreements.

Full details of the service are outside the scope of this MOU and a copy of GPA.2022.293 Call-Off Schedule 20 - Call Off Specification GovPrint 2 is available on request from GPA.

Services that fall outside the scope of the standard service are defined in Appendix C.

7. Service Onboarding

Requests from clients to join the service should be sent to:

██████████ ██████████ - GovPrint Product Owner

OR

The GPA Delivery Manager responsible for the client's location where they first wish to consume the GovPrint Service.

Onboarding to the GovPrint Service will be managed by the relevant service supplier who will work with the Client designated contact to manage and complete all onboarding activities.

8. GDPR

The GPA and all Tenant organisations (Government Departments and Public Sector bodies) operating within GPA sites have signed an overarching Data Sharing Agreement, to confirm that they remain 'Independent Data Controllers' for all personal data within their own control.

It is accepted by all 'Independent Data Controllers' that the GPA is permitted to appoint & manage the Data Processor (Xerox (UK) Limited) for the purpose of providing the GovPrint service.

It is also accepted that each 'Independent Data Controller' retains responsibility for alignment with UK Data Protection Legislation in the use of the GovPrint service, where they manage and process personal data relating to their own staff and operations.

9. Confidential Information

Each Party understands and acknowledges that it may receive or become aware of Confidential Information of the other Party (which may include information where the other Party owes a duty of confidence to a third party) whether in the course of performance of the Activities or otherwise.

Except to the extent set out in this paragraph or where disclosure is expressly permitted elsewhere in this MoU, each Party shall treat the other Party's Confidential Information as confidential and safeguard it accordingly (which shall include complying with any protective markings on documents and instructions supplied by the other Party). In particular, neither

Party will do anything that may place the other Party in breach of a duty of confidence owed to a third party. A Party receiving Confidential information shall not disclose Confidential Information to any non-Crown bodies without the prior consent of the other Party.

The obligations of confidentiality in this paragraph shall continue in force notwithstanding termination of this MoU.

10. Service Operation

10.1 GPA Responsibilities

Service Onboarding

The GPA will work with the Supplier to onboard each Client to the GovPrint Service. Where appropriate the onboarding process will include agreeing a suitable fleet of devices required to meet the Client's projected print volume requirements.

Service Operation

The GPA will ensure the Supplier(s) delivers the GovPrint Service described in section 6 Service Description including meeting SLAs defined in Annex B Service Level Agreements.

MI / Reporting

Where possible Clients will be able to access standard reports on demand. Where this is not possible the GPA will provide a standard set of Management Information reports to each Client at agreed timescales.

Service Billing

The GPA will inform the Client of proposed service charges prior to the Client onboarding to the GovPrint Service. The GPA can provide projected service costs.

The GPA will invoice the Client for the service. The service charges will be based on the Client's use of the service across all locations where the service is deployed (this may include GPA hubs, other GPA locations and non GPA locations).

Service Delivery Management / Contract Management

The GPA will meet monthly with the Supplier(s) to review delivery of the GovPrint Service. The primary aim will be to ensure the Supplier is delivering a service that meets the Service Level Agreements.

Monthly Meetings - clients will be invited to attend if there have been service issues that have impacted directly on them.

Quarterly Meetings - clients will be invited to attend a joint session between GPA, Xerox and clients.

Xerox and GPA will provide summary notes of all meetings to clients.

10.2 Client Responsibilities

Service Onboarding

The Client will work with the Supplier to agree the activities required to onboard the Client to the GovPrint Service. The Client will complete all activities agreed with the Supplier and / or the GPA.

The Client will work with the Supplier and the GPA to agree on a suitable fleet of devices required to meet the Client's projected print volume requirements.

Service Operation

The Client is responsible for managing access to the service via their existing identity and access management solution. The Client can add or remove users as required.

The Client's existing Security Policy and Acceptable Use Policy or equivalent will apply to the service and its End Users.

GPA recommends that the Client's Acceptable Use policy includes the following:

- End users must only print or scan documents classified at Official (including Official Sensitive)
- End users must not leave printed jobs on the MFD once they have been released
- End users must not share login credentials (including OTP or UPN) or User proximity ID cards with anyone

The Client will log any support requests to the Supplier via the agreed support process.

The Client can escalate any issues not resolved within the SLAs via the escalation process defined in section - Escalation Process.

The Client will provide regular (at least annual) security education and awareness sessions to its End Users which includes guidance on the secure use and operation of GovPrint for printing.

Security incidents or potential vulnerabilities involving GovPrint will be reported without delay to the GPA Primary Point of contact.

Service Billing

The Client agrees to pay invoices submitted by the GPA for the GovPrint Service as defined in section - Billing Process.

11. Commercials

11.1 Charges and liabilities

Except as otherwise provided in the GovPrint Service Charges provided by the GPA, each Party shall bear its own costs and expenses incurred in complying with its obligations under this MOU.

Both Parties shall remain liable for any losses or liabilities incurred due to their own or their employees' actions.

11.2 GovPrint Service Charges

The GPA will inform the Client of proposed service charges for the GovPrint service prior to the Client onboarding to the GovPrint Service.

The GovPrint Service charges comprise two components:

- a) Onboarding Charge - charges to onboard the Client to the service. This is normally a one off fee to cover the costs associated with onboarding the Client to the service and is not charged for each location where the Client consumes the GovPrint Service.
- b) Operational Charge - charges for the operational use of the GovPrint Service. These costs will vary depending on the Client's use of the service.

Changes to charges will be aligned with relevant price uplift clauses in the service provision contract between the GPA and the GovPrint supplier.

11.3 Billing Process

Onboarding Charges

The Client will raise a Purchase Order for the onboarding charges prior to the commencement of the onboarding process.

Operational Charges

The GPA will use the Client's existing print volumes or proposed number of seats to provide the Client with projected costs for the GovPrint Service.

Where the Client solely uses the GovPrint Service within GPA hubs, the projected costs will be used to calculate an additional charge added to the Client's standard quarterly fee.

On an annual basis the GPA will reconcile charges based on actual print usage and refund or charge additional fees.

Where the Client uses the GovPrint Service out of a combination of GPA hubs and non-GPA buildings, GPA will issue a quarterly invoice in arrears based on actual print volumes of the client.

For the avoidance of doubt, the Client will be billed for all print activity undertaken by their authorised users across all locations where the GovPrint service is deployed.

The Client will raise a Purchase Order for the projected charges prior to the commencement of delivery of the service.

12. Termination

Subject to paragraphs below, either the GPA or the Client may terminate this Agreement upon twelve (12) months' written notice to the other.

In the case where the Agreement is being terminated due to decommissioning of the GovPrint Service itself, the GPA will issue twelve (12) months' written notice of termination to the Client.

Where the Client consumes the GovPrint service across multiple locations, the Client may terminate consumption of the service in a specific location upon twelve (12) months' written notice to the GPA. This agreement will automatically terminate when the Client no longer consumes the GovPrint Service in any location.

Either the GPA or the Client may terminate this MOU in writing with immediate effect in the event of either Party being in material breach of its obligations under this MOU where it has first sent written notice of the material breach to the other Party and the breach has not been remedied satisfactorily within a reasonable time..

12.1 GPA Hub Locations

Where the Client consumes the GovPrint Service in a GPA Hub location, the Client commits to consuming the GovPrint service while they continue to occupy the location. However, the Client may terminate their consumption of the service within a specified location upon twelve (12) months' written notice.

12.2 Other Locations

Where the Client consumes or seeks to consume the GovPrint Service in a non GPA Hub location, the GPA and the Client will act reasonably and expeditiously seek to agree and document the specific terms of such consumption as soon as reasonably possible.

12.3 Moves, Additions, Changes and Deletions (MACD)

All changes will be managed using the Change Management process defined in the GovPrint Client Operations Manual referred to in Annex D - Supporting Documentation.

GPA and the Client commit to working together to ensure that the fleet of devices is optimised to meet the needs of the Client and minimise overall service costs. This will include reviewing proposed changes and quarterly reviews of the estate.

Additions

Where a client wishes to add additional devices to the service GPA will work with the client to define the required changes. GPA will provide a projected cost for the agreed changes. Upon approval from the client GPA will request the service provider to deploy the agreed changes. The supplier will deliver any additional devices in line with the agreed SLA.

Deletions

If the client wishes to terminate individual devices or part of a service, the client is to notify the GPA at least three months in advance. In both cases the following process will apply in order of sequence:

- A. The Client will, where possible, redeploy the devices within their own organisation and be liable for any applicable redeployment fees.
- B. Where A is not possible, GPA will, where possible, redeploy the devices to another client or for use in a GPA hub and charge the client the redeployment fee.
- C. Where A and B are not possible and devices are to be terminated due to 're-organisation' by the Client, no settlement fee will be due from the Client.
- D. Where A and B are not possible and individual devices are to be terminated for reasons other than 're-organisation', the Client will be liable for any applicable termination charges by the supplier for the remaining lease agreement, as defined in the CCS framework.

13. Changes to this Agreement

Except where explicitly noted above, this Agreement may only be varied in writing as described below. The GPA will establish and manage a configuration version control system for this Agreement.

The GPA may amend this Agreement from time to time after giving 30 days notice to the Client. The notice must be in writing, and must set out the change required in sufficient detail to enable both parties to understand the implications of the change; the implications of implementing the change; impact on current service provision; and the method of implementation. The change will automatically take effect at the end of the notice period unless the Client terminates this Agreement in accordance with section - Termination.

The Client may request changes to this Agreement. The request must be in writing, and must set out the change required in sufficient detail to enable both parties to understand the implications of the change and be able to respond within one month unless agreed otherwise. The response will set out the implications of implementing the change, impact on current service provision, required amendments to this Agreement and proposed method of implementation. The parties may then agree to the change, continue without making the change, or terminate this Agreement in accordance with section - Termination.

14. Miscellaneous

This MOU does not confer any rights on any third party. Nothing in this MOU shall be interpreted as limiting, superseding, or otherwise affecting any Party's normal operations in carrying out its statutory, regulatory or other duties. This MOU does not limit or restrict either Party from participating in similar activities or arrangements with other entities.

15. Governing Law and Jurisdiction

This Agreement sets out a formal agreement between two Crown bodies, and an informal agreement between the GPA and non-Crown bodies. Both the GPA and the Client agree that it will have no legal effect between them.

16. Resolution of Disputes

Any dispute between the Parties arising out of or in connection with this MOU shall in the first instance be resolved amicably between the Parties through the MoU Representatives and, if no resolution is reached, referred to the Senior Responsible Officer as defined in the Escalation Process.

17. Questions and Complaints

All questions or complaints should initially be directed to the GPA contact documented in section 4. Principles, Representatives and Governance.

Signed by the Parties or their duly authorised representatives on the dates set forth below, to be effective on the Commencement Date:

SIGNED for and on behalf of THE GOVERNMENT PROPERTY AGENCY AN EXECUTIVE
AGENCY OF THE CABINET OFFICE

Name: [REDACTED] [REDACTED] _____

Title: [REDACTED] [REDACTED] _____

Date: 09/05/24 _____

SIGNED for and on behalf of THE ORGANISATION

Name: [REDACTED] [REDACTED] _____

Title: [REDACTED] [REDACTED] _____

Date: 09/05/24 _____

ANNEX A - In Scope Locations

Site	Address
Bristol	Second Floor 3 Glass Wharf Avon Street Bristol BS2 0EL
Cambridge	Eastbrook Shaftesbury Road Cambridge CB2 8DR
Coventry	Cheylesmore House 5 Quinton Road Coventry CV1 2WT
Croydon	Trafalgar House, fifth floor 1 Bedford Park Croydon CR0 2AQ
Darlington	Bishopsgate House Feethams Darlington DL1 5QE
Leeds	7 & 8 Wellington Place Wellington Street Leeds LS1 4AP
London	Sanctuary Buildings Great Smith Street London SW1P 3BT

London	20 Cranbourn Street, 1st Floor, London WC2H 7AA
Manchester	Piccadilly Gate Store Street Manchester M1 2WD
Newcastle	Ground floor Newcastle Civic Centre Barras Bridge Newcastle upon Tyne NE1 8QH
Nottingham	Fifth floor 1 Unity Square Queensbridge Road Nottingham NG2 1AW
Peterborough	5th Floor, Quay House, 2 E Station Road, Peterborough PE2 8YY
Sheffield	2 St Paul's Place 125 Norfolk Street Sheffield S1 2FJ
Watford	Third floor 34 Clarendon Road Watford WD17 1JJ

ANNEX B - Service Level Agreements

The following section outlines the core Service Level Agreements (SLAs) for the GPA GovPrint Service.

Definitions

- Normal Working Hours are Monday to Friday excluding applicable Bank Holidays 09:00 to 17:00
- Core Operational Hours for Operational Services are Monday to Friday excluding applicable Bank Holidays 09:00 to 17:00
- Print Platform Operational Service Hours for the Cloud Print Service are 24 / 7
- Business Days are Monday to Friday excluding applicable Bank Holidays
- The target period for all service level targets is one quarter

Service Levels

Core SLA's are marked in bold

Description	Service Level Measure	Service Level Target
Total Fleet Uptime	Fleet Availability during Core Operational Hours	98%
Hub / Location Fleet Uptime	Fleet Availability during Core Operational Hours	98%
Device Uptime	Device Availability during Core Operational Hours	96%
Device Removal / Replacement	Number of faults Failure to meet Device Uptime	4 calls for same fault over 2 quarters Expected uptime over 2 quarters
Cloud Services Uptime	Software fully functional during Core Operational Hours	99.7%
Device Software / Firmware Updates	Timescale to apply updates	General updates applied within 25 business days of release Security updates applied within 5 business days of release
Cloud Services Software / Firmware Updates	Timescale to apply updates	General updates applied within 10 business days of release Security updates applied within 5 business days of

		release
EUC Client Software (including drivers) Release	Release timescales	Release any required updates to EUC client within 8 weeks of release of OS update
MFD Client Software Release	Release timescales	Release any required updates to MFD client within 8 weeks of release of any MFD update
Supplier Service Desk	Availability	Core Operational Hours
Device Fault Response Time	Maximum Average Response Time Maximum Response Time	4 working hours from time call logged < 6 working hours from time call logged
Device Fault First Time Fix	First Time Fix Rate	95% of logged calls
Device Fault Resolution Time	Maximum Fault Resolution Time	12 working hours from time call logged for 95% of logged calls
Automated Consumable Requests vs. Manual Consumable Requests	% automated requests	95% of consumable requests automated
Consumable Available On-site When Required	% availability	97% of consumables available on-site when needed
Consumable Delivery	Delivery time	2 business days from request
Cloud Print Service Faults Response Time	Maximum Response Time	Critical Issue 1 Working Hour from time call logged Non-Critical Issue 8 Working Hours from time call logged
Minor Device Change requests	Maximum response time	5 business days from date request received
Major Device Change requests	Maximum response time	10 business days from date request received
Additional Devices	Delivery time	21 calendar days from

		date request received
Billing and Invoicing	Provision of Invoice and Supporting Schedule	10 business days from period end
MI Reporting	Provision of MI reports	10 business days from period end
Product Catalogue Update	Time to inform GPA of catalogue change	At Service Review Meeting following confirmed product release date

Other SLA's that are defined in the standard Terms and Conditions for the CCS RM6174 framework will also apply if not explicitly stated above.

ANNEX C - Additional Services

Cirros Cloud job submission and ticketing for print room services.

ANNEX D - Supporting Documentation

The following documentation will be provided to the client:

GPA.2022.293 Framework-Schedule-6b-Order-Form GovPrint 2.pdf

GovPrint Client Operations Manual

RM6174 Core terms v3

RM6174 Call-off schedule 8: business continuity and disaster recovery v.3.2

RM6174 Call-off schedule 9: security v3.4

Call-Off Schedule 20 - Call Off Specification GovPrint 2

GovPrint Privacy Notice

GovPrint Projected Costs