

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

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 15 June 2021 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234>. 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:

- a) the Framework, except Framework Schedule 18 (Tender);
- b) the Order Form;
- c) the Call Off Terms; and
- d) Framework Schedule 18 (Tender).

Section A General information

Contract Details

Contract Reference:	C5482
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Contract Title:	Legacy Application Development Service
Contract Description:	These services are presented as a collection of project and programme capabilities which cover the full delivery lifecycle including discovery, design, implementation and associated governance and control services, how these services are resourced and the mechanisms by which these services are delivered.
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	£9,500,000
Estimated Year 1 Charges:	
Commencement Date: this should be the date of the last signature on Section E of this Order Form	1st February 2023

Buyer details
Buyer organisation name The Secretary of State for Environment, Food and Rural Affairs
Billing address Your organisation's billing address - please ensure you include a postcode Nobel House, 17 Smith Square, London, SW1P 3JR
Buyer representative name The name of your point of contact for this Order [REDACTED]
Buyer representative contact details Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 50.6 of the Contract. [REDACTED]
Buyer Project Reference Please provide the customer project reference number. C35948

Supplier details
Supplier name Capgemini UK PLC
Supplier address 1 Forge End Woking, Surrey, GU21 6DB.
Supplier representative name [REDACTED]

Supplier representative contact details

Order reference number or the Supplier’s Catalogue Service Offer Reference Number

RM6100 – Capgemini – Lot 3 – Legacy Application Modernisation – 002

Guarantor details

Guarantor Company Name

Not Applicable

Guarantor Company Number

Not Applicable

Guarantor 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 | <input type="checkbox"/> |
| 2. TRANSITION & TRANSFORMATION | <input type="checkbox"/> |
| 3. OPERATIONAL SERVICES | |
| a: End User Services | <input type="checkbox"/> |
| b: Operational Management | <input type="checkbox"/> |
| c: Technical Management | <input type="checkbox"/> |
| d: Application and Data Management | <input checked="" type="checkbox"/> |
| 5. SERVICE INTEGRATION AND MANAGEMENT | <input type="checkbox"/> |

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

24 Months

Extension Period (Optional) Months

12 months

Minimum Notice Period for exercise of Termination Without Cause 30 Days

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

Sites for the provision of the Services

The Supplier shall provide the Services from the following Sites:

Buyer Premises:

Nobel House
17 Smith Square
London
SW1P 3JR

Supplier Premises:

All Capgemini UK PLC premises

Third Party Premises:

Please note that the Supplier's Services will be delivered through hybrid and remote working.

Buyer Assets

Not Applicable

Additional Standards

Not Applicable

Buyer Security Policy

The Parties shall review and agree the Security Policy within 90 days of the contract start date. The Buyer Security Policy shall then form part of the Call Off Contract. The Security Policy for offshoring is attached below:



Defra Offshoring
Questionnaire.docx

Buyer ICT Policy

The Parties shall review and agree the ICT Policy within 90 days of the contract start date. The Buyer ICT Policy shall then form part of the Call Off Contract.

Insurance

Third Party Public Liability Insurance (£) [REDACTED] combined with Professional Indemnity liability per event in the annual policy aggregate

Professional Indemnity Insurance (£) [REDACTED] combined with Public liability per event in the annual policy aggregate.

Employer's Liability Insurance (£) [REDACTED] per event

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

Buyer Responsibilities

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#	Description
1	The Buyer to undertake continuation of the CEDS process and agreed templates for the contracting of a new SoW until such time as the Buyer defines and both Parties agree a new SoW management process.
2	The Buyer undertakes to amend the CEDS SoW/PCN template to identify cost centre, project code and other mandated information to be applied to invoices.
3	The Buyer shall provide a single point of contact (SPoC) or nominated person for each project to scope the SoW who has the authority to work with the Supplier project lead to mutually agree the scope of the tasks to be undertaken by the Supplier team.
4	The Buyer shall assign appropriate technical, business or other identified resources to define the scope of the SoW.
5	The Buyer shall provide a list of the internal stakeholders to be consulted in delivery of each SoW.
6	The Buyer will manage communications with the business and other internal stakeholders to be consulted in the delivery of this SoW
7	The Buyer will ensure that Stakeholders provide input and review feedback in a timely manner.
8	The Buyer will ensure that all document reviews are completed and returned within 5 Working Days of issue by the Supplier. When 5 Working days is not feasible, a reasonable time frame will be agreed between the Buyer and the Supplier.
9	The Buyer will ensure that Stakeholders provide input and are made available to attend agreed meetings (via Teams calls or in person) to secure the information required regarding the current systems and processes.
10	The Buyer will undertake to provide a response to the Supplier following a request for clarification/questions (and provide copies of any supporting documentation requested) within one Working Day of the Supplier submission. When one Working Day is not feasible, a reasonable time frame will be agreed between the Buyer and the Supplier.
11	The Buyer will provide copies of supporting business documentation/processes needed to scope the SoW.

Goods

Guidance Note: list any Goods and their prices.

Not Applicable

Governance – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	<input type="checkbox"/>
Part B – Long Form Governance Schedule	<input checked="" 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 type="checkbox"/>
Part B – Long Form Change Control Schedule	<input checked="" 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 checked="" type="checkbox"/>
S2: Testing Procedures	<input checked="" type="checkbox"/>
S3: Security Requirements (either Part A or Part B)	Part A <input type="checkbox"/> or Part B <input checked="" type="checkbox"/>
S4: Staff Transfer	<input type="checkbox"/>
S5: Benchmarking	<input checked="" type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input checked="" type="checkbox"/>
S7: Continuous Improvement	<input checked="" 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 type="checkbox"/>
C3: Collaboration Agreement	<input checked="" 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)

The Supplier will create a Security Plan within the first 30 days upon contract signature. This will be aligned to the Buyer Security Policies and will be reviewed and agreed by both parties.

Additional Schedule S4 (Staff Transfer)

Not Applicable

Additional Clause C1 (Relevant Convictions)

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.

The Supplier will work in a multi-disciplinary/multi-vendor environment to support the Buyer, working collaboratively with existing Buyer teams and other suppliers.

An executed Collaboration Agreement shall be delivered from the Supplier to the Buyer within the stated 30 Working Days from the Commencement Date:

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*.

1. All Cost Models and Open Book information are deemed as Commercially Sensitive



LAP_Response v1.3
(Final).docx

Section E Contract Award

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

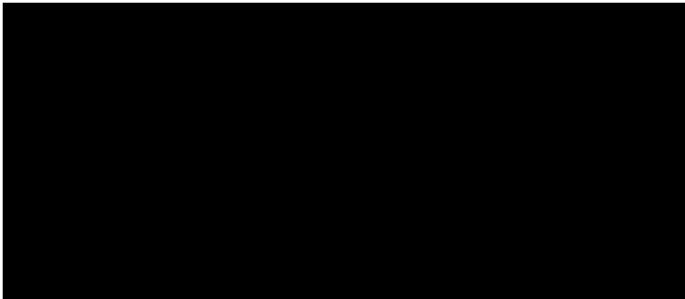
SIGNATURES

For and on behalf of the Supplier
Supplier_Signature

A large black rectangular box redacting the signature of the Supplier.

Date Signed: 22/12/2022

For and on behalf of the Buyer
Buyer_Signature

A large black rectangular box redacting the signature of the Buyer.

Date Signed: 22.12.22

Attachment 1 – Services Specification



LAP Specification
v1.2 Final.docx



ANNEX 1- Catalogue
offer for LAP.docx

Attachment 2 – Charges and Invoicing

Part A – Milestone Payments and Delay Payments

To be applied at Statement of Work level in agreement by both parties.

Part B – Service Charges

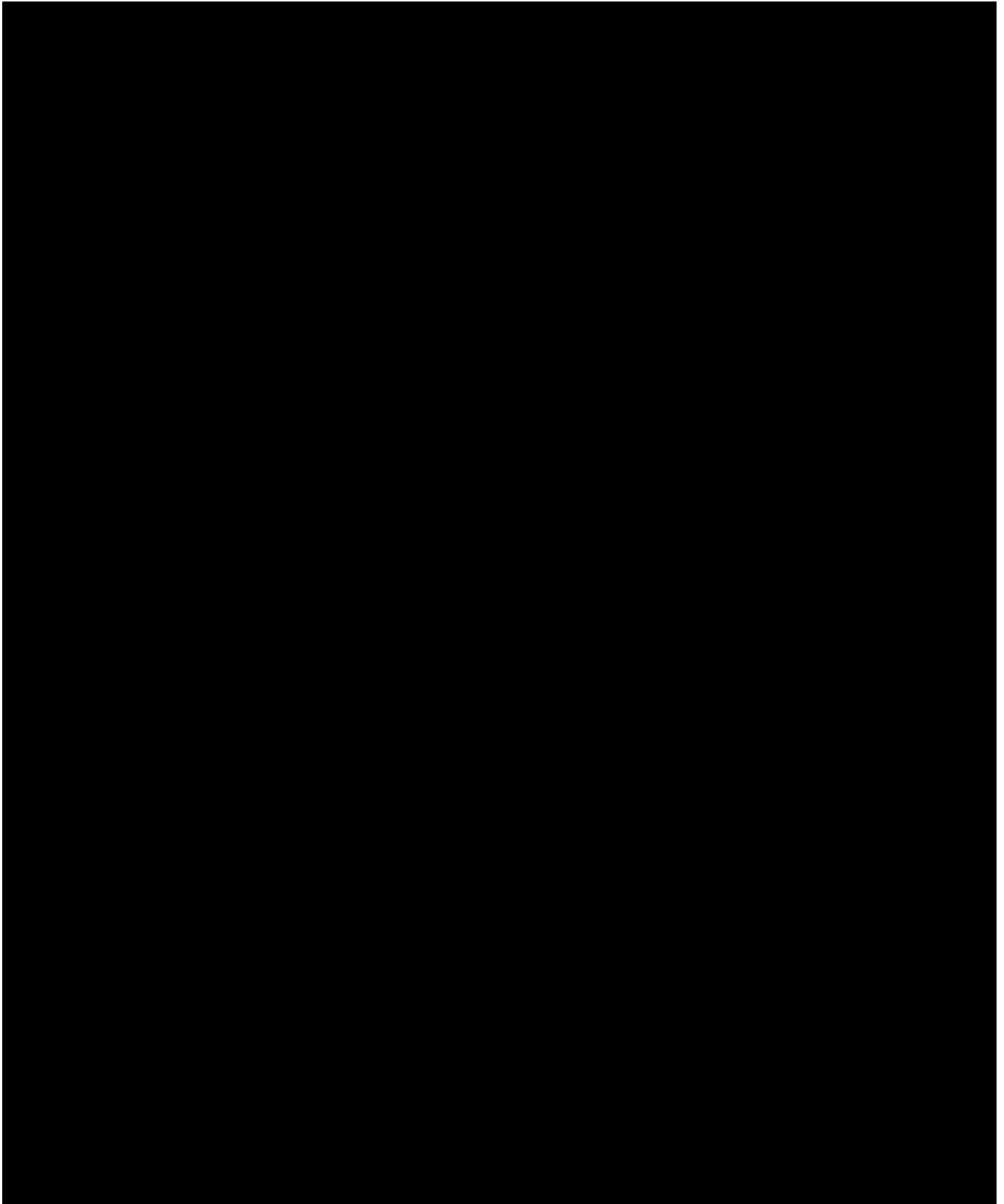
1. Invoices will be provided by working day 7 following the end of each month in which the work was carried out with backing data to support Third Party and expense charges.
2. The invoices will include project name, SoW/PCN reference number, actual days for each SFIA Grade/Level of Resource and total charge for each resource in the month.
3. Any charge rate charges must be approved by Buyer in writing prior to invoicing approvals
4. Additional project time booking information for Time and Materials contracts will be provided by working day 9 following the month in which the work was carried out to include where the time was worked across the month, apportioned into SOW, cost centres and project codes (the Billing Sheets).
5. The Supplier overtime will be pre-approved in writing by the project Delivery Lead / Deputy Director prior to undertaking, and the approval shall be presented to Supplier Management alongside the Billing sheets.
6. The Supplier Delivery Manager will issue an acceptance certificate where milestone payments are defined in the SoW. These will be issued to the Project delivery lead and/or Deputy director for approval and supplied alongside the invoice information.
7. The Supplier Delivery Manager will ensure Third Party subcontract invoices have the required supporting information supplied alongside the invoice information
8. The Supplier will review the Delay Payments with the Buyer within the first 90 days of contract start date.
9. Where the Supplier is procuring services from a third party in connection with a Project, the Supplier shall only mark up the charge from the third party for that service by [REDACTED] except for individuals working as contractors of the Supplier (if any) who will be charged at the applicable rates set out in the Table of Rates.
10. Existing Third Party Suppliers engaged as part of the existing service will not follow the agreed Supplier rate card. These suppliers are legacy Buyer providers that have and continue to deliver either unique application products or services that cannot be secured by other means. These include: [REDACTED]
[REDACTED]

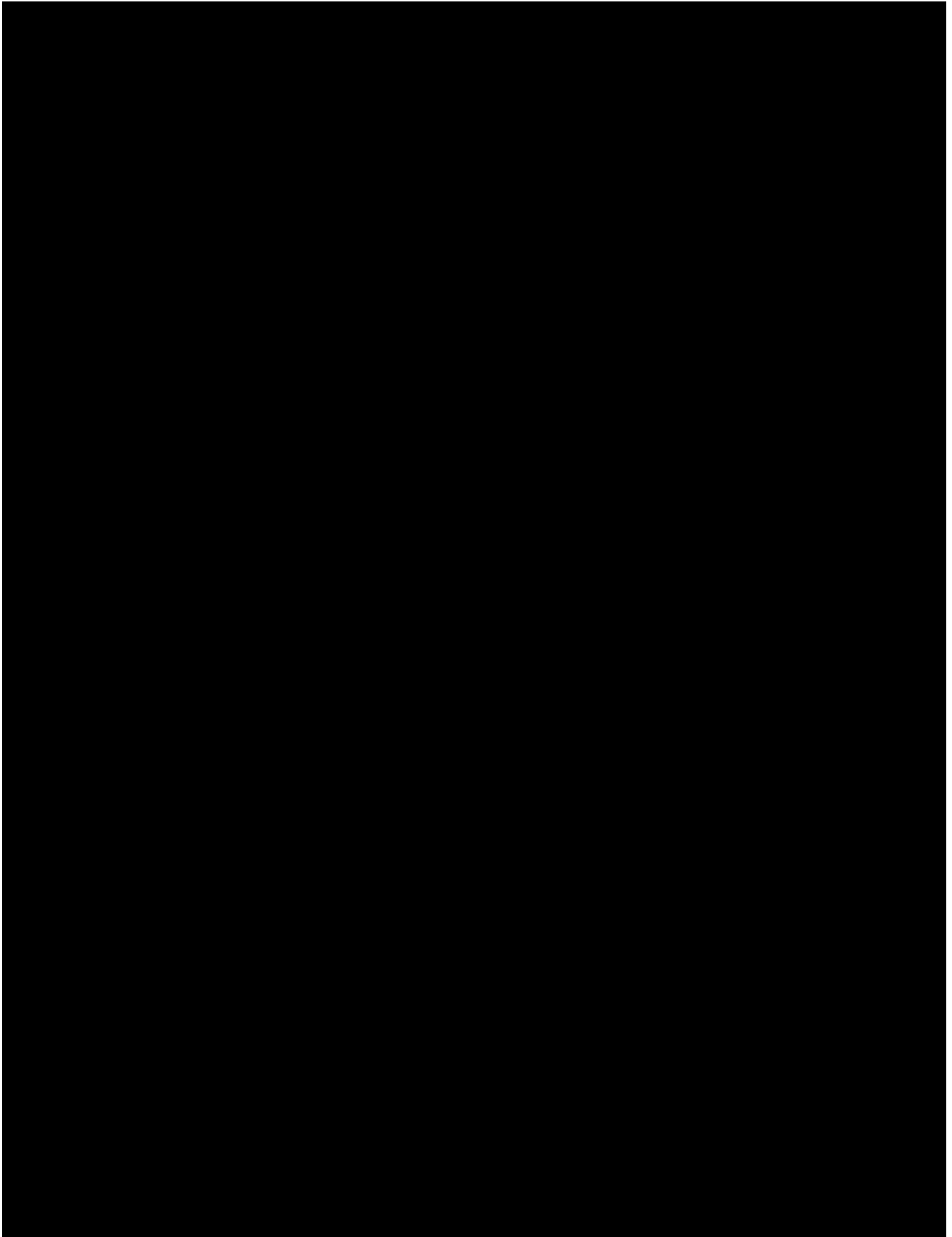


11. During the first 90 days after the Contract start date, the Supplier will review Defra policy, process or other activity to be agreed to ascertain if it has any unforeseen operational or financial impact. In the event of such an occurrence, the Supplier reserves the right to reasonably revise its charges and/or its operational timetables accordingly.

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







Part D – Risk Register

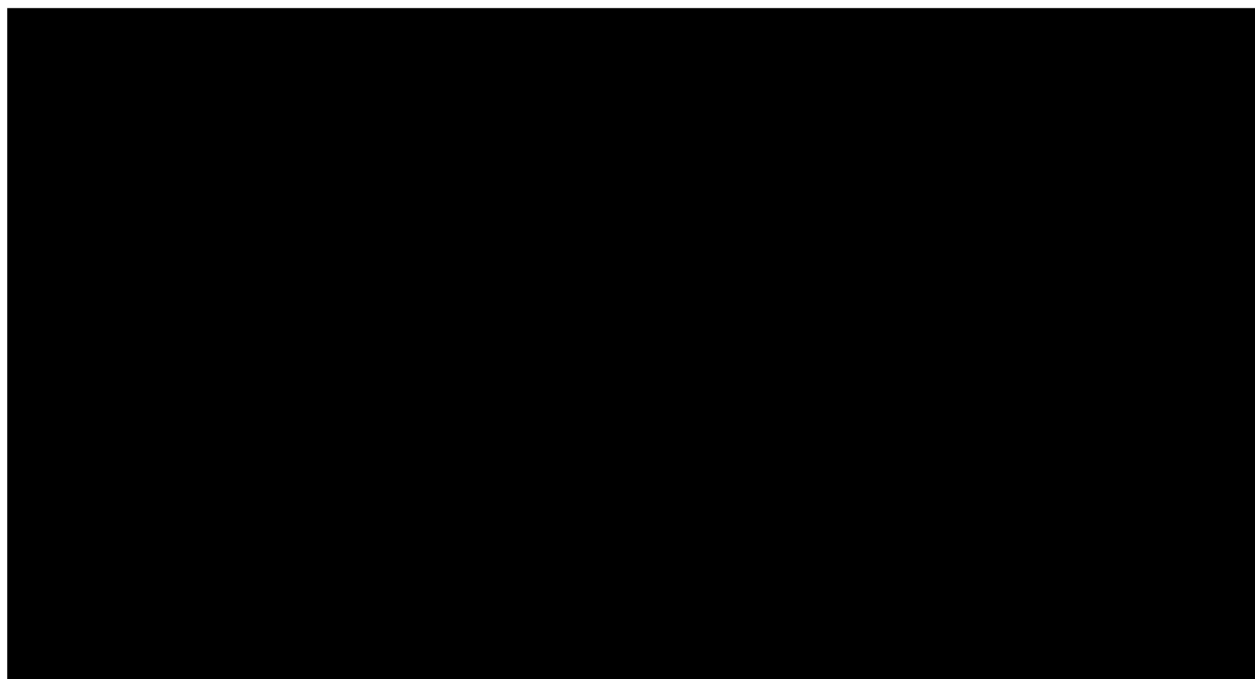
#	Risk/Assumption	Owner	Mitigation
R1	IF key stakeholders are not available for consultation, expert advice, domain knowledge and deliverables review, THEN delivery timelines and/or costs may exceed agreed budget.	Joint	Supplier to provide reasonable notice of stakeholder access needs. Both Parties to make and document working assumptions in project SoWs. Project timescales and/or cost impact to be subject to project change control
R2	IF the incorrect and/or missing specification requirements are supplied, THEN Supplier response may not reflect the true delivery cost and time to complete	Buyer	Buyer SoW request to be peer reviewed prior to submission to the Supplier, with appropriately qualified SME's and business areas to consult and approve the request for the stated scope and requirements. Positive handover of SoW request to be completed by the Buyer with the Supplier in order to verify and confirm requirements will meet the desired outcome.
R3	IF there is no awareness of future project requirements, THEN the Supplier may not be able to respond to requests or mobilise projects in the Buyer desired timescales.	Joint	Buyer to provide a regular forward view of Supplier demand. Supplier to maintain forward resource profile based on Buyer demand. Both Parties to collaborate on developing a suitable skilled and knowledgeable talent pool for known future project requirements.
R4	IF the skills and knowledge required do not match Supplier capability and/or are in industry	Joint	Supplier to maintain forward resource profile based on Buyer

	short supply, THEN the Supplier may not be able to respond to requests or mobilise projects in the Buyer desired timescales.		demand and seek to source key skills. Both Parties to collaborate on developing a suitable skilled and knowledgeable talent pool for known future project requirements.
R5	IF the specification and agreement of SoWs are delayed, THEN the Supplier may not be able to mobilise projects and the Buyer desired project timescales may not be achieved	Joint	Both Parties to collaborate on the agreement of reasonable timescales and content required to enable projects to start. Both Parties to monitor and report on performance against agreed SoW timescales.
R6	A Subcontractor may not accept the flow downs from the Call Off Contract despite the Supplier's reasonable endeavours.	Supplier	In the event of this occurring then the Supplier bears the risk.

Part E – Early Termination Fee(s)

To be confirmed during the first 90 days from Commencement Date.

Attachment 3 – Outline Implementation Plan



Task Name	Duration	Start	Finish
Estimated Implementation Plan			
Contract and Commercial			
Commercial Agreement in Place	0 days	Fri 16/12/22	Fri 16/12/22
Contract Start Date	0 days	Wed 01/02/23	Wed 01/02/23
Supplier Mobilisation	110 days	Mon 21/11/22	Fri 12/05/23
Prepare Draft Implementation Plan	10 days	Mon 21/11/22	Fri 02/12/22
Joint Mobilisation Preparations	10 days	Mon 05/12/22	Fri 16/12/22
Finalise Implementation Plan	10 days	Mon 09/01/23	Fri 20/01/23
Implement Projects Infrastructure	30 days	Mon 23/01/23	Fri 03/03/23
Review/update existing LAP governance	20 days	Mon 23/01/23	Fri 17/02/23
Agree Sustainability Reporting	20 days	Mon 23/01/23	Fri 17/02/23
Compile list of in-flight projects for transfer	10 days	Mon 09/01/23	Fri 20/01/23
Onboarding of new project deliveries	40 days	Wed 01/02/23	Tue 28/03/23
Preparation of Programme Quality Plan	30 days	Mon 23/01/23	Fri 03/03/23
Preparation of Programme Security Plan	30 days	Mon 23/01/23	Fri 03/03/23
Implement Demand Management Processes	40 days	Wed 01/02/23	Tue 28/03/23
Implement SOW Management Processes	40 days	Wed 01/02/23	Tue 28/03/23
Review Client Policies/Processes and align	90 days	Mon 09/01/23	Fri 12/05/23
Prepare Contract Exit Plan	90 days	Mon 09/01/23	Fri 12/05/23
Implementation Review & Sign-off	5 days	Wed 29/03/23	Tue 04/04/23
Mobilisation Complete	0 days	Tue 04/04/23	Tue 04/04/23

The Implementation Plan covers the essential contract take on activities following contract signature and a light refresh/update of the existing governance processes.

Attachment 4 – Service Levels and Service Credits

The Supplier shall use reasonable skill and care in the provision of the Services and proposes the following indicators for regular, monthly, assessments of performance:

Theme	KPI	Definition
Quality	Information quality	The Supplier's demonstration of progress and quality of reporting artefacts i.e., show and tells, sprint review, agile ceremonies and reporting, RAID support.
Quality	Talent utilisation	The level of Supplier staff technical suitability for required roles, how well the Supplier team is integrated and work is done collaboratively and openly.
Quality	Contractual compliance	The level of compliance to the relevant contract / SoW / framework / SLAs.
Cost	Spend vs Forecast	Budget variance against plan and value for money
Cost	Continuous improvement	The level of thought leadership in action, valuable lessons learned captured and shared, innovative ideas shared and implemented across the team(s) / project(s).
Cost	Invoicing	The level of (planned) overtime use, the timely receipt of, good quality, invoicing data, SoW and timesheet accuracy.
Timeliness	Milestones	The level of say vs do, promise dates met, burndown and progress achieved against the plan.
Timeliness	Talent availability	The Supplier ability to provide teams with the right technical and people skills and efficiently manage resource turnover. Levels of unplanned absences, insufficient staff and attrition.
Timeliness	Responsiveness	The Supplier's ability dealing with live incidents and problems. Timely request acknowledgement and/or query closure. Timely data or deliverable provision. Account management issue resolution. Risk recognition & mitigation

Indicators for regular, monthly, assessments of performance.

Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

Third Party Subcontractors will be named within any agreed SoW, where it is deemed necessary for the supplier to fulfil its obligation under the SoW.

Apply any agreed margin to all Third Party Subcontractors costs as part of the invoicing process.

Part A – Key Supplier Personnel

Not Applicable

Part B – Key Sub-Contractors

Not Applicable

Other Managed Suppliers:

Listed below are potential suppliers of software (yet to be defined by the Buyer for the purposes of delivering the Services under this Contract) currently known to the Supplier and listed here for visibility. They include but are not limited to:

- 1Spatial
- Blancco UK Ltd
- British Telecommunications plc
- Centre for Ecology & Hydrology (560)
- CGI UK
- Citrix
- Click Software Europe Ltd
- Corporate Document Services
- DHI Water Environment Health
- Estateman Ltd
- Figtree Systems Europe Ltd
- Jacobs was CH2M Hill
- KISTERS AG (93)
- Micro Focus Software UK Ltd. was Entcorp was Hewlett-Packard Limited was HPE)
- Opentext
- Progress Software
- Qualys Ltd
- RA Information Systems
- RD Trading (RDC)

- SAS (was Memex)
- Scibertec
- SUSE (was Microsoft was Novell)
- Veritas (was Symantec)
- VMware
- Water Research Centre Limited
- Webtrends
- Xanalys Ltd

Attachment 6 – Software

- 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 B – Third Party Software

Please Other Managed Suppliers above.

Attachment 7 – Financial Distress

The Supplier notes that the Buyer has confirmed that Schedule 8 Financial Distress shall apply to this TS3 bid proposal. The Supplier can agree in principle to the terms of the Schedule but this is dependent upon the following points being addressed:

Credit Agency/Thresholds (Annexes1 and 2 – requires completion)

The Supplier will not accept any rating agency other than Dun & Bradstreet.

The Supplier requests that the risk rating to be used shall be 'risk indicator (scales, 1-5)' and not 'failure score (scales, 1-100)'.

The Supplier requests that the Credit Rating Threshold must be set at least two levels below its current level, because the trigger in clause 2.5 is actually 'dropped below' the threshold. Our current Risk Indicator is 1 and The Supplier therefore needs a trigger D&B Risk Indicator of 3.

Confidentiality

The Supplier wishes to point out that disclosure to a Buyer under this Schedule 8 may be limited by confidentiality obligations which it holds with third parties. Additionally, the Supplier is unable to disclose material non-public information given the Supplier Group is a listed firm and abides by the Paris stock exchange rules.

Monitored Companies: Guarantors/Key Subcontractors

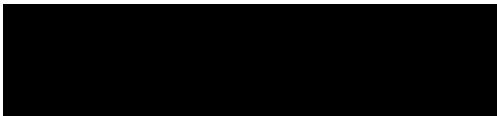
In the definition of Monitored Company in section 1, 'Guarantor' is intended to be a company standing guarantor for the Supplier's (i.e. The Supplier UK plc's) services, using the optional Schedule 8. This might

be a parent or other company. However, as optional Schedule 8 Guarantee shall not apply to this Bid, the Call-Off Order Form will need to amend this definition to remove Guarantor. For the purpose of Schedule 7 (Financial Distress) of the Call-Off Terms, the following shall apply:

PART A – CREDIT RATING THRESHOLD



PART B – RATING AGENCIES



Attachment 8 – Governance

PART B – LONG FORM GOVERNANCE

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

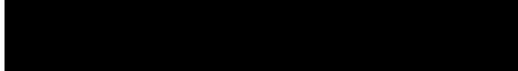
Project Delivery Management Board	
Buyer Members of Project Delivery Management Board (include details of chairperson)	tbc
Supplier Members of Project Delivery Management Board	tbc
Start Date for Project Delivery Management Board meetings	tbc
Frequency of Project Delivery Management Board meetings	tbc
Location of Project Delivery Management Board meetings	tbc

Programme Board	
Buyer members of Programme Board (include details of chairperson)	tbc
Supplier members of Programme Board	tbc
Start date for Programme Board meetings	tbc
Frequency of Programme Board meetings	tbc
Location of Programme Board meetings	tbc

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

This Attachment 9 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

1.1 The contact details of the Buyer's Data Protection Officer are:



1.2 The contact details of the Supplier's Data Protection Officer are:



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

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> <p>The Buyer will confirm if any Personal Data and Sensitive Personal Data to be processed at SoW level</p>
Duration of the processing	The Buyer will confirm if any Personal Data and Sensitive Personal Data is to be processed at SoW level and will be allowed for the contract term.
Nature and purposes of the processing	<p>The Supplier does not anticipate that any personal data will be processed through the delivery of this service. The scope of this service is application development and testing and so does not routinely include the processing of personal data. However:</p> <ul style="list-style-type: none"> There may be occasions where dummy or obfuscated data are utilised during testing activities, but none of these data are anticipated to be Personal Identifiable Information Data. There may be occasions where live data is migrated between data stores during a cutover activity. If these data are likely to be categorised as personal data, then the Buyer shall specify any data processing obligations in the commissioning SoW for that activity
Type of Personal Data	To be confirmed at SoW level.
Categories of Data Subject	To be confirmed at SoW level.

<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>If applicable at the SoW level, the current contract contains parties arrangements for return and destruction once the processing is complete. They Buyer's needs to be consulted to confirm whether Personal Data should continue to be retained or whether it should be destroyed. We follow contractual obligations and consult with the Buyer in respect of any decisions they may make on retention.</p> <p>PIA is the responsibility of the Buyer. Assistance is provided as specified in the existing contract. The Buyer does not require Capgemini to deal with the DPIA, but provide assistance in relation to a DPIA.</p>
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Attachment 10 – Transparency Reports

The Supplier will provide the same Transparency reports and information to the Buyer under this TS3 Framework Agreement that it currently provides to the Environment Agency for the existing Services that it delivers. This includes Third Party quotes, invoices and expenses for invoicing, Work Orders, and Contract Change Control Notices. These are set out in the tables below:

Title	Content	Format	Frequency
[Performance]			
Open Book Data		Excel	Quarterly
Invoicing Transparency Information:		Word/Excel/ Email	Monthly
Fixed Price Milestone Charges	Notification of agreement of successful completion of milestone (e.g. via PAN) with Milestone Charge as set out in the SOW.		
Internal Supplier Costs: Resources – T&M	Actual hours for each SFIA Grade/Level of Resource used (i.e. system extract of formal timesheet bookings verified by Project Manager) multiplied by rates as per Table of Rates in Schedule 2.		
Internal Supplier Costs: Resources – Expenses - T&M and Fixed Price	System extract summary of actual expenses incurred – type of expense, value. NOTE: receipted actuals not required unless on validation costs were considered unreasonable.		
Internal Supplier Costs: Non-resource costs (e.g. hardware/software) – T&M	Actual quantity and type of non-resource direct costs.		
Third Party Costs – T&M	Actual costs of Third Party supplier charges through either a Third Party invoice or Third Party goods receipt notice (GRN) quoting value of goods received.		
Supplier Margin on Hardware and Software	Excel spreadsheet in the form set out in the SOW Charges Template, with input costs evidenced as above, and explicit calculation of mark up in accordance with f Schedule 2 to reconcile		

	to the Charge in the SOW.		
Supplier Margin on Third Party Costs	Excel spreadsheet in the form set out in the SOW Charges Template, with input costs evidenced as above, explicit calculation of mark up in accordance with Schedule 2 to reconcile to the Charge in the SOW.		
Operational Service Charges and passthrough Charges – Invoice Validation and Approval:		Word	Monthly
OSC – Baseline Charges	Evidence of agreed baseline Operational Service Charges as per the latest agreed SOW or CAN.		
OSC – Volumetric Adjustments	Monthly volumetric report supporting each volumetric line item.		
Passthrough – Passthrough Charges	Excel workbook containing passthrough Charges supporting each pass-through charge item.		
SoW Transparency Information – Pre-Commitment Transparency Information		Word	As submitted
Internal Supplier Costs: Resources – T&M and Fixed Price	<p>SFIA Grade/Level of each Resource agreed between the parties.</p> <p>Quoted rates as per Table of Rates in Schedule 2.</p> <p>Number of days effort expected for both T&M and Fixed Price.</p> <p>Basis of any contingency applied for fixed price risk.</p> <p>Fixed Price - Identify Milestones and value allocated to each Milestone.</p>		
Internal Supplier Costs: Resources – Expenses - T&M and Fixed Price	Basis of expenses provision, i.e. why are expenses required.		

	NOTE: Expenses to continue to be charged on actuals consumed regardless of fixed or T&M.		
Internal Supplier Costs: Non-resource costs (e.g. hardware/software) – T&M and Fixed Price Direct cost estimate with Requirements/Specification detailed (where specified by the Supplier), Quantity, Rate per Unit and Total Cost	Direct cost estimate with Requirements/Specification detailed (where specified by the Supplier), Quantity, Rate per Unit and Total Cost.		
Third Party Costs where the Supplier is managing the Third Party Costs for the Buyer– T&M and Fixed	Supplier estimate or Third Party Quotation.		
Supplier Margin on Hardware & Software	Excel spreadsheet in the form set out in the SOW Charges Template, with input costs evidenced as above, and explicit calculation of mark up in accordance with paragraph xx of Schedule 2 to reconcile to the Charge in the SOW.		
Supplier Margin on Third Party Costs	Excel spreadsheet in the form set out in the SOW Charges Template, with input costs evidenced as above, explicit calculation of mark up in accordance with paragraph xx of Schedule 2 to reconcile to the Charge in the PCN/WO.		
CCCN Transparency Information – Pre-Commitment		Word	As submitted
Internal Supplier Costs: Resources – T&M and Fixed Price	<p>SFIA Grade/Level of each Resource agreed between the Parties.</p> <p>Quoted rates as per Table of Rates in Schedule 2.</p> <p>Number of days effort expected for both T&M and Fixed Price.</p>		

	<p>Basis of any contingency applied for fixed price risk.</p> <p>Fixed Price - Identify Milestones and value allocated to each Milestone.</p>		
Internal Supplier Costs: Resources – Expenses – T&M and Fixed Price	<p>Basis of expenses provision, i.e. why are expenses required.</p> <p>NOTE: Expenses to continue to be charged on actuals consumed regardless of fixed or T&M.</p>		
Internal Supplier Costs: Non-resource costs (e.g. hardware/software) – T&M and Fixed Price	Direct cost estimate with Requirements/Specification detailed (where specified by the Supplier), Quantity, Rate per Unit and Total Cost.		
Third Party Costs where the Supplier is managing the Third Party Costs for the Buyer– T&M and Fixed	Supplier estimate or Third Party Quotation.		
Supplier Margin on Hardware and Software	Excel spread sheet in the form set out in the SOW Charges Template in Table 2 below, with input costs evidenced as above, and explicit calculation of mark up in accordance with paragraph xx of Schedule 2 to reconcile to the Charge in the SOW.		
Supplier Margin on Third Party Costs	Excel spreadsheet in the form set out in the SOW Charges Template, with input costs evidenced as above, explicit calculation of mark up in accordance with paragraph xx of Schedule 2 to reconcile to the Charge in the SOW.		

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