**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 24/04/23 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-](http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm6100)

[agreements.cabinetoffice.gov.uk/contracts/rm6100.](http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm6100) The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

This Order Form shall comprise:

1. This document headed “Order Form”;
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports; and
12. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

* 1. the Framework, except Framework Schedule 18 (Tender);
	2. the Order Form;
	3. the Call Off Terms; and
	4. Framework Schedule 18 (Tender).

## Section A General information

|  |  |
| --- | --- |
| **Contract Details**  |  |
| **Contract Reference:**  | CCIT22A26  |
|   |  |
| **Contract Title:**  | GPA IT STRATEGIC SERVICE PARTNERS  |

|  |  |
| --- | --- |
| **Contract Description:**  |  GPA deploy IT Service partners (“ITSP(s)” to manage GPA technology products in certain GPA buildings, our partners provide a team of on-site engineers, capability to manage our networks, AV and other products as well as overall service management and reporting.  |

|  |  |
| --- | --- |
| **Contract Anticipated Potential Value:** this should set out the total potential value of the Contract including extensions  | **£ 16,200,000 over the Term of the Contract**  |
|   |  |
| **Estimated Year 1 Charges: £3,240,000**  |   |
|   |  |
| **Commencement Date:** this should be the date of the last signature on Section E of this Order Form  |   |

|  |
| --- |
| **Buyer details**  |
| **Buyer organisation name** On behalf of the Minister for the Cabinet Office on behalf of the Crown represented by the

|  |
| --- |
| “Authority”), |

Government Property Agency (the  |

|  |  |  |  |
| --- | --- | --- | --- |
|  |

|  |
| --- |
| **Billing address** |

 |   |
|  |   |  |
| Invoices and credit notes must be sent to this email:  |   |
| For statements and queries:  |   |
|   |

**Buyer representative name** **Buyer representative contact details**  

### Buyer Project Reference REDACTED TEXT under FOIA Section 40, Personal Information

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

**Supplier address**

### Supplier’s registered address

**Supplier representative name**

The name of the Supplier point of contact for this Order

###

#### 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.



#### 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.



|  |
| --- |
| **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 N/A  |

#### Guarantor Company Number

Guarantor’s registered company number N/A

**Guarantor Registered Address**

Guarantor’s registered address

N/A

## 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  | X  |
|  |  |
| 1. TRANSITION & TRANSFORMATION
2. OPERATIONAL SERVICES
 | ☐  |
|  |
|   |
|  |  |
| a: End User Services  | ☐  |
|  |  |
| b: Operational Management  | X  |
|  |  |
| c: Technical Management  | X  |
|  |  |
| 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**

**3**

60 (5)

**5**

**Initial Term**

Months

**Extension Period (Optional)**

Months

An option to extend the Contract for

an additional 1+1 years (24 months)

|  |  |  |  |
| --- | --- | --- | --- |
|   | 36 months  |  | on a yearly increment basis. The full term of the Contract will be potentially five (5) years. The options to extend will be taken up at the discretion of the Contracting Authority.  |
|  |
|  |
| **Minimum Notice Period for exercise of Termination Without Cause**   *(see Clause 35.1.7 of the Call-Off Terms)*  |  |
| Within 6 Months  |

### 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:**

See appendices’ in the SOR .

**Supplier Premises:**



**Third Party Premises:**

N/A

**Buyer Assets**

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

### As described in the SOR

#### 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.*

### Not Applicable

#### 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 Described in the SOR - Attachment 1 of this document

#### 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 described in the SOR - Attachment 1 of this document

#### 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 (£1,000,000) - As per Framework Terms

Professional Indemnity Insurance (£1,000,000) – As per Framework Terms

**Buyer Responsibilities**

*Guidance Note: list any applicable Buyer Responsibilities below.*

### As described in the SOR - Attachment 1 of this document

#### 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  | ☐  |
| Part B – Long Form Governance Schedule  | x  |

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  | x  |
| Part B – Long Form Change Control Schedule  | ☐  |

 The Part selected above shall apply this Contract. Where Part B is selected, the following information shall be incorporated into Part B of Schedule 5 (Change Control Procedure):   - for the purpose of Paragraph 3.1.2 (a), the figure shall be £ [n/a]; and  |
| -  | for the purpose of Paragraph 8.2.2, the figure shall be £ [n/a].  |

**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  | X  |
| S2: Testing Procedures  | ☐  |
| S3: Security Requirements (either Part A or Part B)  | Part A ☐ or Part B X  |
| S4: Staff Transfer  | ☐  |
| S5: Benchmarking  | X  |
| S6: Business Continuity and Disaster Recovery  | X  |
| S7: Continuous Improvement  | X  |
| S8: Guarantee  | X  |
| S9: MOD Terms  | ☐  |

**Part B – Additional Clauses** *Guidance Note: Tick any applicable boxes below*

|  |  |
| --- | --- |
| **Additional Clauses**  | **Tick as applicable**  |
| C1: Relevant Convictions  | X  |
| C2: Security Measures  |   |
| C3: Collaboration Agreement  | X  |

 |
| 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*  N/A

|  |  |
| --- | --- |
| **Alternative Clauses**  | **Tick as applicable**  |
| Scots Law  | ☐  |
| Northern Ireland Law  | ☐  |
| Joint Controller Clauses  | ☐  |

 Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.  |

## Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A

**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.*

### 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.*

### 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.*

### As requested in the SOR

#### 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.*

An executed Collaboration Agreement shall be delivered from the Supplier to the Buyer within the stated number of Working Daysfrom 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.*



## 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

|  |  |
| --- | --- |
| Name  |  |
| Job role/title  |  |
| Signature  |  |
| Date  |  |

### For and on behalf of the Buyer

|  |  |
| --- | --- |
| Name  |  |
| Job role/title  |  **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Signature  |  **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Date  |  **REDACTED TEXT under FOIA Section 40, Personal Information** |

## Attachment 1 – Services Specification



Appendix 1 HLD Shared Network – **REDACTED TEXT under FOIA Section 40, Personal Information**

Appendix 2 Shared Network Prod – **REDACTED TEXT under FOIA Section 40, Personal Information**

Appendix 3 Audio Visual Products - **REDACTED TEXT under FOIA Section 40, Personal Information**

**Attachment 2 – Charges and Invoicing**

## Part A – Milestone Payments and Delay Payments

An implementation plan will be developed per site which will include milestones and associated Milestone Payments which will be agreed upon between both parties. Relevant delay payments will form part of the agreed implementation plan.

## Invoicing details

**BUYER’S INVOICE ADDRESS:**

**REDACTED TEXT under FOIA Section 40, Personal Information**

###

Invoices and credit notes must be sent to this email: **REDACTED TEXT under FOIA Section 40, Personal Information**

For statements and queries: **REDACTED TEXT under FOIA Section 40, Personal Information**

You must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number in the format of GPA xxxxx, your full company name and address, clearly addressed to the payee, and a unique invoice number. Invoices must be in PDF or Word format and each invoice should be on a separate attachment.

Documents such as JPEG’s or excel do not constitute a valid invoice/credit therefore will be returned. If you are unable to email invoices, please post them to:

**REDACTED TEXT under FOIA Section 40, Personal Information**

**Non-compliant invoices will be returned to you if they are not in the correct format.**

## Supplier Price Response

**REDACTED TEXT under FOIA Section 40, Personal Information**

## Part B – Service Charges

**REDACTED TEXT under FOIA Section 40, Personal Information**



## Part D – Risk Register

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **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**  | **Descripti on of risk**  | **Timing**  | **Likelihood**  | **Impact** **(£)**  | **Impact** **(descriptio****n)**  | **Mitigation** **(description****)**  | **Cost of mitigation**  | **Postmitigation impact (£)**  | **Owner**  |
| TBC  | TBC  | TBC  | TBC  | TBC  | TBC  | TBC  | TBC  | TBC  | TBC  | TBC  |
|   |   |   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |   |   |   |

## Part E – Early Termination Fee(s)

 See Call-Off Terms Clause 36.2.1.

Early termination fees will be calculated based on the charges from the Supplier Price Response for the number of sites live within the year of the Early Termination Notice. For example, if 5 sites are live and Early Termination Notice is served, the Buyer will pay the Supplier an Early Termination Fee for the charges on the remainder of the contract term for each of the live sites.

## Attachment 3 – Outline Implementation Plan

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#**  | **Milestone**  | **Deliverables** **(*bulleted list showing all Deliverables (and associated tasks) required for each Milestone*)**  | **Duration** **(*Working*** ***Days*)**  | **Milestone Date**  |
| M1  |     [Concept Design]  | [Statement of Requirements System/Application Specifications Interface Specifications Systems Testing Strategy Implementation Strategy and Plan Risk and Issues Management Plan Outline Disaster Recovery Plan Project Schedule Service Management Plan]  |  |  |
| M2  |    [Full Development]  | [Design Verification Reports Design Validation Reports Change Management Plan System/Application Implementation Plan Risk and Issues Management Project Schedule Service Management Plan]  |  |  |
| M3  |   [System User Testing]  | [System Test Report Risk and Issues Management Plan Project Schedule Service Management Plan Defects Log Final Inspection and Testing Report]  |  |  |
| M4  |    [User Readiness for Service]  | [Training Plan Risk and Issues Log Implementation Plan Operations Plan Data Conversion & Cutover Plan Project Schedule Service Management Plan]  |  |  |
| M5  | [Implementation]  | [Implementation Plan Training Scripts]  |  |  |
| M6  |   [In Service Support]  | [Post Implementation Report Data Conversion and Cut-Over Plan Service Delivery Reports Risk and Issues Log Service Management Plan Defects Log]  |  |  |

## Attachment 4 – Service Levels and Service Credits

### Service Levels and Service Credits

|  |  |  |  |
| --- | --- | --- | --- |
| **KPI/SLA**   | **Service Area**   | **KPI/SLA description**   | **Target**   |
| 1  | Reporting  | Monthly service report to be available no later than ten (10) working days after the first working day of the following month   | 98%  |
| 2  | Resourcing  | To ensure that the provision of resources to fully deliver the scope of this requirement as detailed within Section 5 and 6 of this Statement of Requirements is provided for the full duration of the Contract term.  Specifically ensure the on-site resource is present during required hours and all supporting services such as service desk, NOC, SOC are available 24/7.  | 98%  |
| 3  | Service capacity  | Meet the following agreed capacity SLAs, provide monitoring, alerting and reporting to support the SLA. Network utilisation (capacity) to be kept under 80%. Should this threshold be reached the provider must escalate to the Authority and agree remedial action(s).  | 100%  |
| 4  | Service Availability  | Network and AV services availability (excluding planned maintenance) to be kept at 99.99%. Meet agreed availability SLAs, provide monitoring, alerting and reporting to support the SLA.  | 99.99%  |
| 5  | Service Delivery  | Failover tests to be completed in line with the agreed schedule as per section 6.2.2.10 of this statement of requirements.  | 100%  |
| 6  | Customer Satisfaction and Feedback  | In gathering CSAT data either from individual tickets or from periodic surveys the Authority will provide a monthly CSAT rating for the ITSP.  | 80%  |

The Service Credits shall be calculated on the basis of the following formula:

|  |  |  |
| --- | --- | --- |
| Formula: 98% (Service Level Threshold) - x% (actual Service Level performance)  | =  | 6% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer   |
| Worked example: 98% (e.g. Service Level Threshold requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period)  | =  | 6% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer]   |

**Service Credit Cap**

 Maximum of 6% Service Charges based on invoice cost for each individual site.

**Critical Service Level Failure**

 Please refer to the SOR

## 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

*[Guidance Note: Insert details of Key Supplier Personnel, their Key Role(s) and Duration in the below table or delete the table in its entirety and insert Not Applicable if there is no Key Supplier Personnel*]

|  |  |  |
| --- | --- | --- |
| **Key Supplier Personnel**  | **Key Role(s)**  | **Duration**  |
| **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 40, Personal Information** |
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| **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 40, Personal Information** |

## Part B – Key Sub-Contractors

[Guidance Note: *Insert details of Key Sub-Contractors and any additional information required in the below table or delete the table in its entirety and insert Not Applicable if there are no Key SubContractors. This table should be based on the Key Sub-Contractors set out in Schedule 7 of the*

*Framework*]

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Key Subcontractor name and address (if** **not the same as** **the registered office)**  | **Registered office and company number**  | **Related product/Service description**  | **Key Subcontract price** **expressed as a percentage of** **total projected** **Charges over the Contract** **Period**  | **Key role in delivery of the Services**  |
| **n/a**  |   |   |   |   |
|   |   |   |   |   |
|   |   |   |   |   |
|   |   |   |   |   |
|   |   |   |   |   |
|   |   |   |   |   |



## 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 A – Supplier Software

The Supplier Software includes the following items:| ( To be completed during the contract period)

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Software**  | **Supplier (if an Affiliate of the** **Supplier)**  | **Purpose**  | **Number of Licences**  | **Restrictions**  | **Number of Copies**  | **Type (COTS or NonCOTS)**  | **Term/ Expiry**  |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |
|   |   |   |   |   |   |   |   |

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GPA Strategic IT Service Partners



## Part B – Third Party Software

The Third Party Software shall include the following items ( to be completed during the contract period if applicable)

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

22 RM6100 Order Form – Lots 3b and 3c

GPA Strategic IT Service Partners

## Attachment 7 – Financial Distress

For the purpose of Schedule 8 (Financial Distress) of the Call-Off Terms, the following shall apply:

### PART A – CREDIT RATING THRESHOLD

|  |  |  |
| --- | --- | --- |
| **Entity**  | **Credit Rating (long term)** *(insert credit rating issued for* *the entity at the* *Commencement Date)*  | **Credit Rating Threshold** *(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit* *Rating Level 3)*  |
| ***Supplier***  | Rating Agency 1 – insert rating for Rating Agency 1   | Rating Agency 1 – Lot 3b and Lot 3c Credit Score = **REDACTED TEXT under FOIA Section 40, Personal Information** |
|  | [Rating Agency 2] – [insert rating for Rating Agency 2]   | [Rating Agency 2] – [insert threshold for Rating Agency 1]  |
|  | [etc.]  | [etc.]  |
| ***[Guarantor]***  | [Rating Agency 1] – [insert rating for Rating Agency 1]   | [Rating Agency 1] – [insert threshold for Rating Agency 1]   |
|  | [Rating Agency 2] – [insert rating for Rating Agency 2]   | [Rating Agency 2] – [insert threshold for Rating Agency 2]   |
|  | [etc.]  | [etc.]  |
| ***[Key Sub-contractor 1]***  | [etc.]  | [etc.]  |
| ***[Key Sub-contractor 2]***  | [etc.]  | [etc.]  |

### PART B – RATING AGENCIES – N/A

* [Rating Agency 1 (e.g. Standard and Poors)] o Credit Rating Level 1 = [AAA] o Credit Rating Level 2 = [AA+] o Credit Rating Level 3 = [AA] o Credit Rating Level 4 = [AA-] o Credit Rating Level 5 = [A+] o Credit Rating Level 6 = [A] o Credit Rating Level 7 = [A-]
	+ Credit Rating Level 8 = [BBB+] o Credit Rating Level 9 = [BBB] o Credit Rating Level 10 = [BBB-] o Etc.
* [Rating Agency 2 (e.g. Moodys)] o Credit Rating Level 1 = [Aaa] o Credit Rating Level 2 = [Aa1] o Credit Rating Level 3 = [Aa2] o Credit Rating Level 4 = [Aa3] o Credit Rating Level 5 = [A1] o Credit Rating Level 6 = [A2] o Credit Rating Level 7 = [A3] o Credit Rating Level 8 = [Baa1] o Credit Rating Level 9 = [Baa2] o Credit Rating Level 10 = [Baa3] o Etc.
* [Rating Agency 3 (etc.)] o Credit Rating Level 1 = [XXX]
	+ Etc.

###  ● 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:

|  |
| --- |
| **SERVICE MANAGEMENT BOARD**  |
| Buyer Members of Service Management Board (include details of chairperson)  | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Supplier Members of Service Management Board  | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Start Date for Service Management Board meetings  | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Frequency of Service Management Board meetings  | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Location of Service Management Board meetings  | **REDACTED TEXT under FOIA Section 40, Personal Information** |

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| **Programme Board**  |
| Buyer members of Programme Board (include details of chairperson)  | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Supplier members of Programme Board  | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Start date for Programme Board meetings  | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Frequency of Programme Board meetings  | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Location of Programme Board meetings  | **REDACTED TEXT under FOIA Section 40, Personal Information** |

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| **Change Management Board**  |
| Buyer Members of Change Management Board (include details of chairperson)  | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Supplier Members of Change Management Board  | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Start Date for Change Management Board meetings  | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Frequency of Change Management Board meetings  | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Location of Change Management Board meetings  | **REDACTED TEXT under FOIA Section 40, Personal Information** |

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| **Technical Board**  |
| Buyer Members of Technical Board (include details of chairperson)  | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Supplier Members of Technical Board  | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Start Date for Technical Board meetings  | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Frequency of Technical Board meetings  | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Location of Technical Board meetings  | **REDACTED TEXT under FOIA Section 40, Personal Information** |

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| **Risk Management Board**  |
| Buyer Members for Risk Management Board (include details of chairperson)  | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Supplier Members for Risk Management Board  | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Start Date for Risk Management Board meetings  | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Frequency of Risk Management Board meetings  | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Location of Risk Management Board meetings  | **REDACTED TEXT under FOIA Section 40, Personal Information** |

## 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. Please see Annex 1 **GPA GDPR Data Processing Template**, be please be aware that the **GPA GDPR Data Processing Template** will supersede Attachment 9 where there are any conflicts.

1.1.1.1 The contact details of the Buyer’s Data Protection Officer are: **Head of Information**

**Assurance & Cyber Security**

1.1.1.2 The contact details of the Supplier’s Data Protection Officer are:  **REDACTED TEXT under FOIA Section 40, Personal Information**

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.

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| **Description**  | **Details**  |
| Identity of Controller for each Category of Personal Data  | [**The Authority is Controller and the Supplier is Processor** The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:  * To provide on-site IT Service Partner support across the Authority buildings
* Furthermore, The Parties are independent controllers for the purpose of the data protection Legislation in respect of this contract and no data will be processed

   |
| Duration of the processing  | Not Applicable   |
| Nature and purposes of the processing  | To provide IT service partners on site support across the Authority buildings  |
| Type of Personal Data  | No Data will be processed   |
| Categories of Data Subject  | No Data will be processed   |

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| 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  | Not Applicable  |

## Attachment 10 – Transparency Reports

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| **Title**   | **Content**  | **Format**  | **Frequency**  |
| [Performance]  | **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| [Charges]  | **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| [Key Sub-Contractors]  | **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| [Technical]  | **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| [Performance management]  | **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 40, Personal Information** |

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

