



## Hosting and Application Support

### Side Letter

**Dated:**

**Between**

(1) **The Secretary of State for Environment, Food and Rural Affairs** [REDACTED]  
[REDACTED] (the "**Authority**"); and

(2) **Atos IT Services UK Limited** a company registered in England and Wales [REDACTED]  
[REDACTED] (the "**Supplier**")

(each a "**Party**" and together the "**Parties**")

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**1 Introduction**

- 1.1 Simultaneously with this side letter, the Parties are entering into a Hosting and Application Support Services Agreement with one another (the “Agreement”).
- 1.2 The Parties agree that, notwithstanding clause 43 of the Agreement, certain schedules to the Agreement will require amendment to reflect a change in Implementation approach for the take on of the [REDACTED] services. The high-level principles and changes have been documented within this side letter (the “Side Letter”).
- 1.3 The Parties agree that any capitalised term used in this Side Letter without express definition shall bear the same meaning given to that term in the Agreement.
- 1.4 Notwithstanding Clause 43 of the Agreement, if there is any conflict between this Side Letter and the Agreement, the conflict shall be resolved in accordance with the following order of precedence:
  - (a) Paragraphs 2.7 and 2.8 of this Side Letter;
  - (b) the Agreement; and
  - (c) all remaining paragraphs of this Side Letter.

**2 The Parties acknowledge and agree that:**

- 2.1 the Agreement will require a Contract Change following discussions with the Authority, the Supplier and the Former Supplier [REDACTED] which will take place after the Effective Date;
- 2.2 Annex 1 of this Side Letter outlines at a high level the Schedules impacted by the Contract Change;
- 2.3 as soon as reasonably practicable and in any event no later than eight weeks following the Effective Date, the Parties shall formalise the contents of this Side Letter by means of a Change Authorisation Note in accordance with schedule 8.2 (Change Control Procedure) to the Agreement and, subject to the Parties agreeing suitable terms including terms incorporating the scope of work described in paragraph 2.6(b), shall execute the same;
- 2.4 in order to meet the timescales set out in this Side Letter the Parties shall use all reasonable endeavours to agree and document the required changes in the Change Authorisation Note (agreement to which shall not be unreasonably withheld or delayed), and shall negotiate in good faith behaving reasonably throughout this process;
- 2.5 upon execution of the Change Authorisation Note:
  - (a) this Side Letter shall be deemed to have been superseded and replaced by it;
  - (b) the Change Authorisation Note shall identify which of the Changes will be deemed to have applied retrospectively from the Effective Date; and

- (c) until such point as the Change Authorisation Note has been executed, to the extent permissible under Law, this Side Letter shall be treated as though it is legally binding on the Parties;
- 2.6 the finalisation and agreement of the Change Authorisation Note is dependent on:
- (a) the Authority taking on certain additional Authority Responsibilities which shall be procured from the Former Supplier [REDACTED], which shall be agreed by the Parties as described further in paragraph 9; and
  - (b) the Supplier working with [REDACTED] to develop a scope of the work required from [REDACTED] and delivering to the Authority a document detailing that scope of work no later than four (4) weeks following the Effective Date so the Authority can produce a work package to be signed between the Authority and the Former Supplier [REDACTED]
- 2.7 in the event the Parties are unable to agree the Change Authorisation Note within the timescales set out in paragraph 2.3 above then, provided the Supplier has, to all material extents, complied with its obligations under paragraphs 2.4 and 2.6(b) above (the Parties agree that a failure to comply with the timescales specified in paragraph 2.6(b) shall constitute a failure to comply materially with the obligations under that paragraph):
- (a) the Supplier shall be entitled to claim relief and/or compensation for a Supplier Non-Performance in accordance with Clause 31 (Authority Cause) of the Agreement, as if the Authority had failed to perform an Authority Responsibility, to the extent that the Supplier can reasonably demonstrate that such Supplier Non-Performance would not have occurred but for the failure to agree the Change Authorisation Note within the timescales set out in paragraph 2.3 above; and
  - (b) the Parties will act in good faith to re-plan and update the OIP/DIP moving Key Milestones as reasonable necessary;
- 2.8 Notwithstanding Paragraph 3.1 of Schedule 6.1 (Implementation Plan), the Supplier shall submit a draft of the Detailed Implementation Plan to the Authority for Approval within forty (40) Working Days of the Effective Date; and
- 2.9 any Changes to the Agreement shall be agreed by the Parties in accordance with the following principles:
- (a) the Parties shall agree Changes only where they are necessary directly as a result of changes to the implementation approach; and
  - (b) the Parties shall not agree Changes to the Charges unless and to the extent the Supplier demonstrates to the Authority's reasonable satisfaction that such Changes relate to reasonable and unavoidable costs incurred by the Supplier which are:
    - (i) attributable to activities over and above those set out in the Agreement; and
    - (ii) not otherwise capable of recovery by the Supplier under the Agreement.

### 3 Need for change

- 3.1 The Parties have undertaken a detailed review of the Implementation critical path, validating the OIP, approach, activities and timing.
- 3.2 The critical path identified a number of incumbent constraints and risks that impact both Parties ability to deliver the OIP.
- 3.3 As a result the Supplier will amend the approach to Implementation, to minimise the dependencies on the Former Suppliers while maintaining the Key Milestones in the OIP.
- 3.4 The Supplier's approach to achieve the planned dates is to adjust the manner in which TMO is delivered for former [REDACTED] services. Under the initial approach set out in the Agreement, the Supplier was required to implement its own tools, processes and Supplier Personnel prior to the first TMO OSCD. Under the revised approach as reflected in this Side Letter, when the Supplier takes over the [REDACTED] services at the first TMO OSCD, the Supplier shall deliver the Services using [REDACTED] tools, processes and personnel for a period of three (3) months commencing on the first TMO OSCD, following which the impacted Services shall be transformed prior to the planned transition to FMO.
- 3.5 The Parties acknowledge and agree that the change in implementation approach set out in paragraph 3.4 above may adversely impact the Supplier's ability to perform certain Authority Requirements. Within four (4) weeks following the Effective Date, the Supplier shall undertake an impact assessment and deliver to the Authority a report identifying all Authority Requirements that the Supplier considers are adversely impacted by the change in implementation approach. Where the Supplier demonstrates to the Authority's reasonable satisfaction that the Supplier's ability to perform an Authority Requirement is adversely impacted by the change in implementation approach, such Authority Requirement shall constitute a Continuity Standard Requirement for a period of three (3) months only commencing on the first TMO OSCD ("**Additional Continuity Standard Requirements**"). The agreed list of Additional Continuity Standard Requirements shall be set out in the Change Authorisation Note.
- 3.6 This changes the dependencies on [REDACTED] relaxes the critical path and reduces the risks associated with achieving both TMO and FMO.

### 4 Approach

The amended approach will involve the Supplier performing a Walk In Take Over (WITO) of the existing [REDACTED] services ("**Option X**"), under which the Supplier will take on and then run the [REDACTED] services in respect of Additional Continuity Standard Requirements in a manner consistent with the Continuity Standard prior to transitioning to the FMO state in accordance with the Implementation Plan. This would include:

- Taking on the [REDACTED] staff and commencing delivery of service utilising the existing [REDACTED] process and tools.
- Supplementing the existing [REDACTED] team with the Supplier Service Management staff to protect service continuity and facilitate transition.
- Providing all assistance reasonably required by the Authority to manage the [REDACTED] exit to deliver the TMO/FMO dependencies.

## 5 Solution Detail

### Process

- Run service using [REDACTED] processes [REDACTED]
- For a period of three (3) months commencing on the first TMO OSCD, deliver all Additional Continuity Standard Requirements in accordance with the Continuity Standard. All other Authority Requirements shall be delivered in accordance with the Agreement
- Initial TMO/FMO Discovery – use existing Authority information and HSL, supplement with tooling data when available

### People

- TUPE existing [REDACTED] Staff extend UK staff delivery of services, delay offshore staffing solution
- Retain [REDACTED] accounts/access/privileges for operational service management systems and tools
- Locate staff on existing sites
- Onboard staff to the Supplier, people management and support (provide laptops, access etc).
- Establish the Supplier Service Management function shadowing initially then increasing input.
- Assign a project lead to help the Authority manage and track the incumbents operational deliverables (TMO/FMO dependencies) calling on the Authority commercial levers as required to resolve any issues or blockers.

### Tooling and Technologies

- Server Management/Monitoring – use [REDACTED] tooling as a service or under RTU. Where it is not possible to obtain rights to use [REDACTED] tooling as a service or under RTU, the Supplier shall work with the Authority and [REDACTED] to agree a workaround. Where any such workaround involves the Supplier hosting any shared tooling, the Supplier shall provide continued access to such tooling as reasonably required by [REDACTED] and Other Core Defra Group Suppliers.
- ITSM/Service Mgmt – use [REDACTED]/the Authority as a service or under RTU
- Post OSCD – deploy the Supplier discovery, management and ITSM toolsets (as required for FMO)
- All other TMO circuits to be progressed as per the OIP (ASN, Migration, Internet, DWDM, DC LAN)

## 6 High Level Plan

The Supplier shall achieve the Milestones within the timescales specified in Annex 2.

## 7 Impact on Schedules

Annex 1 details the Agreement clauses and Schedules that the parties agree will be impacted by the Change Authorisation Note and the key changes.

## 8 Impact on Charges

The Supplier shall issue to the Authority a full Impact Assessment (based on workshops with [REDACTED] and the Authority) setting out the impact of the proposed Changes to the Charges. Any Changes the Charges agreed by the Parties shall be implemented through the Change Authorisation Note. Excluding any redundancy costs that the Parties have agreed are recoverable under this paragraph 8:

- any increase to the Charges agreed by the Parties shall apply only during a period of three (3) months commencing on the first TMO OSCD; and

- the Supplier shall not be entitled to receive reimbursement for any additional costs it incurs as a result of the Option X Changes following the expiry of such three (3) month period.

The Supplier shall use reasonable endeavours to mitigate any increase to the Charges.

Changes to the Charges already identified include:

### Service Charge

| Impact area  | Rough Order of Magnitude Impact in £  |                 |   |                 |   |                 |                                      |  |  |        |                 |        |                 |        |                 |            |    |            |    |            |    |            |
|--|---|-----------------|---|-----------------|---|-----------------|--------------------------------------|--|--|--------|-----------------|--------|-----------------|--------|-----------------|------------|----|------------|----|------------|----|------------|
| <p>Onshore Service Delivery during TMO. [REDACTED] Staff will be required onshore providing service for a period of:</p> <ul style="list-style-type: none"><li>[REDACTED]</li></ul> <p>ISFT only included 1 month <b>cost</b> [REDACTED] for the notice period of the 32 staff believed to be in scope (this remains in Option X and is already included in the cost model).</p> | <p>The cost is additional and would be charged as a monthly charge based on cost plus overhead and margin. Costs include salary, bonus, car allowance, pension, NI etc.</p> <table><tr><td></td><td colspan="2">Min Monthly Cost<br/>(our assumptions applied)</td><td colspan="2">Mid Monthly Cost<br/>(removal of those under 50% dedicated but no further assumptions)</td><td colspan="2">Max Monthly Cost<br/>(no assumptions)</td></tr><tr><td></td><td>People</td><td>Price per month</td><td>People</td><td>Price per month</td><td>People</td><td>Price per month</td></tr><tr><td>[REDACTED]</td><td>32</td><td>[REDACTED]</td><td>36</td><td>[REDACTED]</td><td>61</td><td>[REDACTED]</td></tr></table> <p>3 month price impact from Min [REDACTED] to Max [REDACTED]</p> <p>Where:</p> <p>(a) Former Supplier Personnel do not transfer or leave; and</p> <p>(b) the Services that would have been performed by such Former Supplier Personnel would have been delivered offshore under the Agreement but are delivered onshore under Option X during the initial three (3) month period,</p> <p>then any Supplier Personnel used by the Supplier to back-fill such roles will be charged in accordance with the Rate Card.</p> <p>The above costs may be offset by savings resulting from changes to the phasing to Offshore staffing.</p> |                 | Min Monthly Cost<br>(our assumptions applied)   |                 | Mid Monthly Cost<br>(removal of those under 50% dedicated but no further assumptions) |                 | Max Monthly Cost<br>(no assumptions) |  |  | People | Price per month | People | Price per month | People | Price per month | [REDACTED] | 32 | [REDACTED] | 36 | [REDACTED] | 61 | [REDACTED] |
|  | Min Monthly Cost<br>(our assumptions applied)   |                 | Mid Monthly Cost<br>(removal of those under 50% dedicated but no further assumptions) |                 | Max Monthly Cost<br>(no assumptions)  |                 |                                      |  |  |        |                 |        |                 |        |                 |            |    |            |    |            |    |            |
|  | People  | Price per month | People  | Price per month | People  | Price per month |                                      |  |  |        |                 |        |                 |        |                 |            |    |            |    |            |    |            |
| [REDACTED]   | 32  | [REDACTED]      | 36  | [REDACTED]      | 61  | [REDACTED]      |                                      |  |  |        |                 |        |                 |        |                 |            |    |            |    |            |    |            |
| <p>Additional Atos On-Shore Service Management to support the Incumbent Staff and protect service continuity during TMO period.</p>  | <p>Additional interim management to support [REDACTED] staff (note Service Manager already in place). Current working assumption is [REDACTED] per day per FTE, but will be based on the Rate Card.</p> <p>3 FTEs for 3 months is circa [REDACTED]</p>  |                 |   |                 |   |                 |                                      |  |  |        |                 |        |                 |        |                 |            |    |            |    |            |    |            |

|   |  |
|---|--|
| <p>Charge for any additional services scope comprising:</p> <p>Category 2. Service that is introduced into the scope of HAS as a result of the service take on approach previously the responsibility of the Incumbent, the Authority or a different workstream – e.g. ■■■ shared service, EUC service etc.</p> | <p>Category 2 may result in TUPE transfer of additional Former Supplier Personnel and the resultant cost can only be calculated following workshops with ■■■ and agreement of the requirement with the Authority. The Parties acknowledge that such additional personnel may include personnel that are listed in the ISFT Transferring Former Supplier Employees List, provided that the Supplier can demonstrate to the Authority's reasonable satisfaction that any such additional personnel would not have been brought within the scope of TUPE but for the Option X Changes to the scope of Services.</p> |
| <p>Any additional Inbound Contracts that are necessary to maintain service during the TMO period – note none currently identified.</p>  | <p>These costs can only be calculated following workshops with ■■■.</p>  |

### Implementation Charges

| Impact area  | Rough Order of Magnitude Impact in £   |
|--|--|
| Extra implementation effort – cost of workshops with ■■■ to agree the scope of work for Option X   | 1 extra PM to lead ■■■ workstream and 1 extra SME<br>2 FTE for 2 months – Circa ■■■  |
| Increased Onshore implementation effort – the Supplier performing Authority responsibility tasks previously performed by ■■■ e.g. implementing Server tooling etc. | Wherever possible this work will be undertaken using the transferring staff. However any additional works would be T&M.  |
| Additional costs of onboarding the ■■■ Onshore Staff – PC's etc.   | 32 people x circa ■■■ per head = ■■■   |
| Performance Bonus to protect Service Continuity  | The Parties may agree that performance bonuses will be offered to critical personnel to retain certain Transferring Former Supplier Employees and to incentivise a high level of performance. The terms and scope of any such performance bonuses, including caps and applicable personnel, shall be set out in the Change Authorisation Note. The costs of any performance bonuses that are agreed by the Parties shall be recoverable by the Supplier from the Authority on a pass-through basis, the terms of the bonus shall include a requirement that staff must remain in employment and dedicated to the Authority account for a fixed period. |



|   |  |
|---|--|
| <p>Increase to redundancy costs and cap associated with:</p> <p>Service that are not currently in scope of HAAS and which would have been the responsibility of the Incumbent, the Authority or a different workstream.</p> | <p>Increase to redundancy cost and Cap</p> |
|---|--|

## 9 Dependencies

The Supplier' approach is dependent on additional Authority Responsibilities (which are to be procured by the Authority from the Former Supplier [REDACTED], which the Parties shall agree and incorporate into the Agreement through the Change Authorisation Note. The following are the draft dependencies currently identified and they are subject to change to reflect the approved work package scope of work:

- The Authority to use all reasonable endeavours to procure that the Former Supplier [REDACTED] work with the Supplier to develop and agree the scope of the work detailed in Paragraph 2.6(b) within four (4) weeks following the Effective Date
- [REDACTED] to make available the tooling it currently uses to support the delivery of its services in a manner that allows the transferring staff to continue to deliver the services after transfer
- [REDACTED] to allow In-scope [REDACTED] staff to retain [REDACTED] accounts/access/privileges post transfer to the Supplier during TMO and until FMO achieved
- [REDACTED] to provide access to sites reasonably required by the Supplier in the delivery of services and management of the in-scope staff and enter into a licence to occupy where required.
- [REDACTED] to provide current process and service description documentation reasonably required by the Supplier in the delivery of services
- [REDACTED] to provide and maintain DC network services during TMO (AT&T via [REDACTED])
- [REDACTED] to provide and maintain Warwick operations bridge services during TMO

The Parties acknowledge and agree that the timescales for performance of certain Authority Responsibilities may be relaxed as a result of the change in implementation approach. Any agreed Changes shall be reflected in the DIP, which is subject to Approval in accordance with Paragraph 2 of Schedule 6.1 (Implementation Plan), and shall be incorporated in Schedule 3 (Authority Responsibilities) via the Change Authorisation Note.

A single work package for TMO dependencies, will be created in collaboration with the Authority and [REDACTED] after the Effective Date.

The Supplier will work with [REDACTED] to develop and agree the scope of work for the work package ready for issuing to [REDACTED] by 17 July 2018. The Supplier shall not be responsible for agreeing any commercial impact with [REDACTED]. The Authority will develop the rest of the work order and contract for it with IBM by 14 August 2018

## 10 Risks and Mitigations

| Risk – Description   | Impact [H,M,L] | Mitigation Action  |
|--|----------------|--|
| As [REDACTED] services are aggregated there is a risk that TMO people and tooling may span multiple workstreams which may result in extra HAS scope, orphan services or excess HAS staff | H              | Implementation team to conduct an early workshop with [REDACTED] and the Authority to identify any issues and establish service boundaries |

|   |   |   |
|---|---|---|
| As the current model has shared services and resources there is a risk that [REDACTED] and other towers inc. EUE may need access to transferred people and tools for continuity of service which may result in operational inefficiencies and commercial considerations | H | Implementation team to conduct a workshop with [REDACTED] and the Authority to understand interdependencies on shared staff/shared services |
| As a result of extending the duration of in-scope UK based staff in the delivery of services there is a risk that this revised approach may increase redundancy costs which may result in extra people/cost   | H | Implementation team to validate in-scope TUPE list based on new approach (potentially mitigated by [REDACTED] redundancies)                 |
| As a result of extending the duration of in-scope staff in the delivery of services there is a risk of loss of knowledge/skilled staff during the TMO period which may result in an increased dependency on the staff skills  | M | Implementation team with [REDACTED] will identify key resources and consider retention bonuses  |
| There is a risk to service accountability during the TMO period which may result in [REDACTED] established processes or service model resulting in a breach of contractual obligations  | M | Implementation team to conduct an early workshop with [REDACTED] and the Authority to establish appropriate risk transfer                   |

## Annex 1

*The following is an initial view subject to detailed solutioning and input from IBM*

| Changes to contract   | Primary Impacted Schedule(s) |
|---|------------------------------|
| Where any components of the [REDACTED] tools are no longer covered by support, the Supplier shall not be liable for any failure to deliver the Services where such failure occurred directly as a result of such component being out of support.  | Head Terms                   |
| The Additional Continuity Standard Requirements shall be delivered in accordance with the Continuity Standard.<br>In addition, there may be a need to provide services back to [REDACTED] or other workstreams during the TMO period.   | Schedule 2.1                 |
| The Supplier shall undertake and deliver to the Authority an impact assessment identifying any adverse impact that the change in implementation approach will have on the Supplier's ability to achieve the Performance Indicators. The Parties shall agree any necessary changes to Schedule 2.2 to address any such adverse impact. The Supplier will report utilising existing reporting tools and methods.  | Schedule 2.2                 |
| The Supplier shall undertake and deliver to the Authority an impact assessment identifying any adverse impact that the change in implementation approach will have on the Supplier's ability to comply with its obligations under Schedule 2.3. The Parties shall agree any necessary changes to Schedule 2.3 to address any such adverse impact.   | Schedule 2.3                 |
| The Supplier shall undertake and deliver to the Authority an impact assessment identifying any adverse impact that the change in implementation approach will have on the Supplier's ability to comply with its obligations under Schedule 2.4. The Parties shall agree any necessary changes to Schedule 2.4 to address any such adverse impact.   | Schedule 2.4                 |
| The changes detailed in section 9 will be made to the Schedule  | Schedule 3                   |
| Schedule 4.1 – minor changes may be required to reflect changes to TMO approach   | Schedule 4.1                 |
| The Parties shall agree any necessary changes to the Test Success Criteria for the CPP Milestones to the extent that such Test Success Criteria cannot be Achieved as a result of Option X.   | Schedule 6.2                 |
| Schedule 7.1 – charges will be updated to reflect the changes identified in Section 8 of this Side Letter.<br>Any additional Run Charges during the TMO period would be charged at a monthly charge rate.<br>Additional Implementation charges would be added to the relevant milestone payment.<br>Possible adjustment to the financial risk register to reflect amendments to the risk profile around implementation (may reduce)<br>Possible adjustments to Staff Transfer Liabilities (and Redundancy Cap) may need to be made to reflect TMO service (possibly taking on extra [REDACTED] staff) | Schedule 7.1                 |

|   |              |
|---|--------------|
| The Supplier will report utilising existing reporting tools and methods.  | Schedule 8.4 |
| The Supplier shall undertake and deliver to the Authority an impact assessment identifying any adverse impact that the change in implementation approach will have on the Supplier's ability to comply with its obligations under Schedule 8.6. The Parties shall agree any necessary changes to Schedule 8.6 to address any such adverse impact. | Schedule 8.6 |
| The Supplier shall undertake and deliver to the Authority an impact assessment identifying any adverse impact that the change in implementation approach will have on the Supplier's ability to comply with its obligations under Schedule 11. The Parties shall agree any necessary changes to Schedule 11 to address any such adverse impact.   | Schedule 11  |

## Annex 2 - Milestone Dates

| Task Name   | With CED                    | Option X                    |
|---|-----------------------------|-----------------------------|
| <b>CED</b>  | <b>19<sup>th</sup> June</b> | <b>19<sup>th</sup> June</b> |
| <b>ATP 3 - Operational Service Commencement (OSCD) Gate 7</b> | <b>Thu 18/10/18</b>         | <b>Thu 18/10/18</b>         |
| ATP 3a - [REDACTED] TMO - OSCD                                | Thu 18/10/18                | Thu 18/10/18                |
| ATP 3b - DSR (Defra) TMO - OSCD                               | Thu 18/10/18                | Thu 18/10/18                |
| ATP 3c - [REDACTED] (EA) TMO - OSCD                           | Thu 18/10/18                | Thu 18/10/18                |
| ATP 3d - [REDACTED] [REDACTED] TMO - OSCD                     | Thu 18/10/18                | Thu 18/10/18                |
| ATP 3e - [REDACTED] [REDACTED] TMO - OSCD                     | Thu 18/10/18                | Thu 18/10/18                |
| ATP 3f - [REDACTED] TMO - OSCD                                | Mon 19/08/19                | Mon 19/08/19                |
| ATP 3g - [REDACTED] TMO - OSCD                                | Thu 27/06/19                | Mon 27/06/19                |
| ATP 3h - [REDACTED] FMO OSCD                                  | Fri 04/01/19                | Thu 03/01/19                |
| ATP 3i - [REDACTED] (Defra) FMO OSCD                          | Thu 28/02/19                | Thu 28/02/19                |
| ATP 3j - [REDACTED] (EA) FMO OSCD                             | Thu 28/02/19                | Thu 28/02/19                |
| ATP 3k - [REDACTED] [REDACTED] FMO OSCD                       | Mon 15/04/19                | Mon 15/04/19                |
| ATP 3l - [REDACTED] [REDACTED] FMO OSCD                       | Wed 04/09/19                | Wed 04/09/19                |
| ATP 3m - [REDACTED] TMO & FMO Complete OSCD                   | Fri 30/08/19                | Fri 30/08/19                |
| ATP 3n - [REDACTED] TMO & FMO Complete OSCD                   | Fri 26/07/19                | Fri 26/07/19                |
| <b>CPP Milestones</b>   | <b>Thu 18/10/18</b>         | <b>Thu 18/10/18</b>         |
| CPPa [REDACTED] [REDACTED] DC TMO CPP Milestone*              | Thu 18/10/18                | Thu 18/10/18                |
| CPPb [REDACTED] [REDACTED] DC TMO CPP Milestone*              | Thu 18/10/18                | Thu 18/10/18                |
| CPPc [REDACTED] DC TMO CPP Milestone*                         | Thu 18/10/18                | Thu 18/10/18                |
| CPPd [REDACTED] DC TMO CPP Milestone*                         | Mon 19/08/19                | Mon 19/08/19                |
| CPPe [REDACTED] DC TMO CPP Milestone*                         | Thu 27/06/19                | Thu 27/06/19                |
| CPPf [REDACTED] TMO CPP Milestone* (Defra)                    | Thu 18/10/18                | Thu 18/10/18                |
| CPPg [REDACTED] TMO CPP Milestone* (Environment Agency)       | Thu 18/10/18                | Thu 18/10/18                |
| CPPh [REDACTED] [REDACTED] DC FMO CPP Milestone*              | Mon 15/04/19                | Mon 15/04/19                |
| CPPi [REDACTED] [REDACTED] DC FMO CPP Milestone**             | Wed 04/09/19                | Wed 04/09/19                |

## OFFICIAL

|  |              |              |
|--|--------------|--------------|
| CPPj [REDACTED] DC FMO CPP Milestone**                   | Fri 04/01/19 | Thu 03/01/19 |
| CPPk [REDACTED] DC FMO CPP Milestone**                   | Fri 30/08/19 | Fri 30/08/19 |
| CPPI [REDACTED] DC FMO CPP Milestone**                   | Fri 26/07/19 | Fri 26/07/19 |
| CPPm [REDACTED] FMO CPP Milestone** (Defra)              | Thu 28/02/19 | Thu 28/02/19 |
| CPPn [REDACTED] FMO CPP Milestone** (Environment Agency) | Thu 28/02/19 | Thu 28/02/19 |
| ATP 5 - Decommission & Close Gate                        | Fri 23/08/19 | Fri 23/08/19 |

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IN WITNESS of which this Side Letter has been duly executed by the Parties on the date which appears at the head of its page 3.

SIGNED for and on behalf of the Secretary of State for Environment, Food and Rural Affairs

Signature:

Name (block capitals):

Position:

SIGNED for and on behalf of Atos IT Services UK Limited

Signature:

Name (block capitals):

Position: