

## 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 16<sup>th</sup> 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:

- .1.1 the Framework, except Framework Schedule 18 (Tender);
- .1.2 the Order Form;
- .1.3 the Call Off Terms; and



## .1.4 Framework Schedule 18 (Tender).

# Section A General information

| Contract Details  |   |
|---|---|
| Contract Reference:   | C21352  |
| Contract Title:   | Digital Status  |
| Contract Description:   | To provide a managed services bringing technical innovation to resilience, data, architecture and mobile development. |
| Contract Anticipated Potential Value: this should set out the total potential value of the Contract     | Initial contract term - £23,900,300<br>Extensions - £15,933,533   |
| Estimated Year 1 Charges:   | £10,555,050   |
| <b>Commencement Date:</b> this should be the date of the last signature on Section E of this Order Form | 11 <sup>th</sup> April 2023   |

## **Buyer details**

## Buyer organisation name

Home Office - Migration and Borders Technology Portfolio

Billing address Your organisation's billing address - please ensure you include a postcode Accounts Payable Home Office HO Box 5015 Phoenix House Newport NP10 8FZ United Kingdom

Buyer representative name The name of your point of contact for this Order

#### **Buyer representative contact details**

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



#### **Buyer Project Reference**

Please provide the customer project reference number. C21352

### **Supplier details**

## Supplier name

The supplier organisation name, as it appears in the Framework Agreement PA Consulting Services Ltd

## Supplier address

Supplier's registered address PA Consulting Services Ltd, 10 Bressenden Place, London, SW1E 5DN

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. N/A

#### **Guarantor details**

Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.

#### **Guarantor Company Name**

The guarantor organisation name

Not Applicable

#### Guarantor Company Number

Guarantor's registered company number

Not Applicable

## **Guarantor Registered Address**

Guarantor's registered address



Not Applicable



# Section B Part A – Framework Lot

#### Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2, 3 and/or 5. Where Lot 1 is also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.

| 1. | TECHNOLOGY STRATEGY & SERVICES DESIGN |   |
|----|---------------------------------------|---|
| 2. | TRANSITION & TRANSFORMATION           |   |
| 3. | OPERATIONAL SERVICES                  |   |
|    | a: End User Services                  |   |
|    | b: Operational Management             |   |
|    | c: Technical Management               |   |
|    | d: Application and Data Management    | Х |
| 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<br>Extension Period) – Months (Years) |  |
|-----|--|--|
| 2   | 36 (3)   |  |
| 3   | 60 (5)   |  |
| 5   | 60 (5)   |  |

Initial Term Months 36 Months Extension Period (Optional) Months 2 x 12 Months

## Minimum Notice Period for exercise of Termination Without Cause

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

#### Sites for the provision of the Services

Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third party premises.



The Supplier shall provide the Services from the following Sites: **Buyer Premises**:

The main location for delivery of the services will be Metro Point, 49 Sydenham Road, Croydon, CR0 2EU. However, the Authority does not expect the Supplier's resources to be co-located. The expectation is that key personnel must attend meetings and work with the Authority's offices in Croydon as required.

## **Supplier Premises:**

Remote working (or Supplier offices in UK). Occasional presence may be requested at Buyer Premises, which will be agreed by the Parties.

Note: The Supplier can provide the services from their site; however, for Production Systems, remote access must be granted following appropriate completion of security check and end user device agreement.

#### Third Party Premises:

Not Applicable

#### **Buyer Assets**

*Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms* POISE devices will be provided to the Supplier when required

#### **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.

### Security Standards for Supplier

Home Office Digital Strategy:

<u>https://www.gov.uk/government/publications/home-office-digital-strategy/home-office-digital-strategy</u>

#### Home Office Technology Strategy:

 <u>https://www.gov.uk/government/publications/home-office-technology-strat-</u> egy/home-office-technology-strategy

#### Government Service Design Manual:

o https://www.gov.uk/service-manual/browse



## HMG Security Policy Framework:

o https://www.gov.uk/government/publications/security-policy-framework

## HMG Security Policy framework

o https://www.gov.uk/government/publications/security-policy-framework

## Government Minimum Cyber Security Standard

o www.gov.uk/government/publications/the-minimum-cyber-security-standard

## HMG Baseline Personnel Security Standard

<u>https://www.gov.uk/government/publications/government-baseline-personnel-security-standard</u>

## NCSC "Security Design Principles for Digital Services"

o https://www.ncsc.gov.uk/guidance/security-design-principles-digital-services-main

## NCSC "Bulk Data Principles"

o https://www.ncsc.gov.uk/guidance/protecting-bulk-personal-data-main

## NSCS "Cloud Security Principles"

o https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles

## NCSC End User Device Security guidance

o https://www.ncsc.gov.uk/collection/end-user-device-security.

## **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.

## Security Standards for Buyer

## Home Office Digital Strategy:

<u>https://www./gov.uk/government/publications/home-office-digital-strategy/home-office-digital-strategy</u>

## Home Office Technology Strategy:

 <u>https://www.gov.uk/government/publications/home-office-technology-strat-</u> egy/home-office-technology-strategy

## Government Service Design Manual:

o https://www.gov.uk/service-manual/browse

## GDS Service Manual Standards and Policies:

o https://www.gov.uk/service-manual

## 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.



The insurance(s) required will be:

• a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract

• professional indemnity insurance cover. This professional indemnity insurance cover will have a minimum limit of indemnity of **second second** for each individual claim and in the aggregate

• employers' liability insurance with a minimum limit of **second second** or any higher minimum limit required by Law.

## **Buyer Responsibilities**

Guidance Note: list any applicable Buyer Responsibilities below.

Timely onboarding of Supplier staff and confirmation of security clearances Timely review and sign off of Statements of Work Timely issue of Purchase Orders Timely approval of acceptance criteria Timely payment of invoices

Other responsibilities are to be agreed in each Statement of Work

#### 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  | Х                  |

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 | Х                  |
| Part B – Long Form Change Control Schedule  |                    |



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

## Part B – Additional Clauses

Guidance Note: Tick any applicable boxes below

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

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                |                    |
| 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.

#### Not Applicable

#### Additional Schedule S4 (Staff Transfer)

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

#### Not Applicable

#### Additional Clause C1 (Relevant Convictions)

Guidance Note: where Clause C1 (Relevant Convictions) has been selected in Part A of Section C above, then for the purpose of the definition of "Relevant Convictions" insert any relevant convictions which shall apply to this contract below.

#### Not Applicable

#### Additional Clause C3 (Collaboration Agreement)

Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.

Not Applicable



# Section D Supplier Response

The Supplier Response is provided for information purposes only and will be superseded by the Statements of Work which the Parties will execute throughout the Contract Period.

#### **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.* 

- All tender documentation submitted to the Buyer;
- All elements which comprise the Supplier's proposed solution under the Contract and any SoWs.
- Rates, expenses and other Charges excluding overall Charges;
- Supplier's business procedures and methodologies and Supplier Background IPR; and
- Personal Data relating to Supplier Personnel including, but not limited to, names and identifiers provided by the Supplier.



# 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 | Member of PA's Management Group |
| Signature      |                                 |
| Date           | 28/04/2023                      |

## For and on behalf of the Buyer

| Name           |                                 |
|----------------|---------------------------------|
| Job role/title | MBTP Commercial Deputy Director |
| Signature      |                                 |
| Date           | 3/5/23                          |



# Attachment 1 – Services Specification

The Service Specification is provided for information purposes only and will be superseded by the Statements of Work which the Parties will execute throughout the Contract Period.



Digital Status Procurement Require



# Attachment 2 – Charges and Invoicing

## PAYMENT AND INVOICING

- 1. Pricing should be submitted on a capped time and materials basis using the Rate Card provided as Part B to Attachment 2.
- 2. This Contract will be managed through SOWs for work that are agreed in advance with the Supplier. The Supplier will be asked to price against each SOW reflecting the service and structure required, its management and its level of support, tickets, events, and any ongoing CI.
- 3. While the SOW will be reviewed and mutually agreed between Supplier and the Buyer there may also be discrete SOWs for continuous improvement (CI) and new capabilities agreed over the term. As the scope of CI and new capabilities over the next three years is not yet fully understood at this time, such SOWs could be priced on a fixed, capped time and materials or a time and materials basis in the future. Fixed price SOWs may be subject to a Gainshare Mechanism if agreed in a particular SOW. The pricing build-up for such new SOWs during the contract shall use the charging rates provided in Part B of this Attachment.
- 4. Supplier day rates will be fixed for the three-year term. For the avoidance of doubt, following the initial three-year term or expiry of the initial contract value (which ever sooner), Supplier rates will be subject to indexation. Supplier fixed price SOWs will be subject to indexation as per Schedule 2 (Charges and Invoicing) of the Call-Off Terms.
- 5. Payment can only be made following delivery of pre-agreed certified products and deliverables as per the acceptance criteria defined in the SoW.
- 6. Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. All invoices and supporting information must include the purchase order reference number and contract reference number.
- 7. Invoices should be submitted via email but if you are unable to submit invoices via email, please send by post to:

Home Office Shared Service Centre, HO Box 5015, Newport, Gwent, NP20 9BB United Kingdom

e-mail: hosupplierinvoices@homeoffice.gov.uk

8. For any queries regarding invoicing and payment, please contact the shared Service Centre by emailing Finance-ap-enquiries@homeoffice.gov.uk or call on 0345 010 0125



Supplier Personnel Rate Card for Calculation of Time and Materials Charges

Supplier Rate Card

REDACTED

Supplier Rate Card (Non-Business Call Out Hours)

REDACTED

Supplier Rate Card (Non-Business On Call Hours)

REDACTED



# **Risk Register**

Risk registers will be raised as part of individual Statements of Work

# **Early Termination Fee(s)**

Work in progress will be chargeable until Supplier staff exit (for example, T&M SOWs will be charged on the rates defined in Part B, monthly service charge SOWs will be pro-rated for the period of the month that has been performed).



# Attachment 3 – Outline Implementation Plan

Where requested by the Buyer within a Statement of Work, the Supplier will agree with the Buyer the Detailed Implementation Plan within 20 Working Days of the commencement of the applicable Statement of Work and in accordance with S1 Implementation Plan.



# **Attachment 4 – Service Levels and Service Credits**

The provisions of this Attachment 4 shall apply where the Parties agree within a Statement of Work that Service Levels and Service Credits are applicable.

The provisions of this Attachment 4 are in draft and shall be finalised by the Buyer and Supplier during the first six months of this Call-Off Contract.

## **Service Levels and Service Credits**

## **Service Points**

- 1. Service Points shall not apply for the first 6 months of service commencement.
- 2. Service Points shall accrue for any KPI Failure and shall be calculated by reference to the number of Service Points accrued in any one Service Period, as set out in Annex 1.
- 3. For each incident breaching the Resolution Time set out in Annex 1 (Service Levels and Service Credits) of this Appendix, Charges payable to the Customer as Service Points must be deducted from the next valid invoice.
- 4. If the level of performance of the Supplier during a Service Period achieves the Target Performance Level in respect of a KPI, no Service Points shall accrue to the Supplier in respect of that KPI.
- 5. If the level of performance of the Supplier during a Service Period is below the Target Performance Level in respect of KPI1 and KPI2, Service Points shall accrue to the Supplier every one hour outside SLA in respect of that KPI as set out within Annex 1 of this Appendix.
- 6. If the level of performance of the Supplier during a Service Period is below the Target Performance Level in respect of KPI3 and KPI4, and KPI5 Service Points shall accrue to the Supplier if the resolution target is not met for the month, in respect of that KPI as set out within Annex 1 of this Appendix.
- 7. The annual total value of Service Credits is Capped at 5% of the Annual Service Cost. Annual Service Cost is defined as the total annual Charges in respect of the Fixed Support element of the Service only (as defined in the Fixed Support line item at Part A (Service Charges) of Attachment 2 – Charges and Invoicing) for one Contract Year. This includes the Support Team, on call costs, and call out costs as the Supplier submits them in Appendix E Sheet 2.3.
- 8. The KPIs will be discussed during the monthly Contract Management meeting with the Supplier.



## Annex 1 Service Levels and Service Credits

| No.   | Key Performance<br>Indicator Title      | Definition  | Frequency of<br>Measurement | Resolution<br>Target | Resolution Time | Service<br>Points |
|-------|---|---|-----------------------------|----------------------|-----------------|-------------------|
| KPI 1 | Incident Resolution<br>for P1 incidents | KPI relating to<br>the Supplier's<br>resolution of<br>P1 live service | Quarterly                   |                      |                 |                   |
| KPI 2 | Incident Resolution<br>for P2 incidents | KPI relating to<br>the Supplier's<br>resolution of<br>P2 live service | Quarterly                   |                      |                 |                   |
| KPI 3 | Incident Resolution<br>for P3 incidents | KPI relating to<br>the Supplier's<br>resolution of<br>P3 live service | Quarterly                   |                      |                 |                   |



| No.   | Key Performance<br>Indicator Title      | Definition  | Frequency of<br>Measurement | Resolution<br>Target | Resolution Time | Service<br>Points |
|-------|---|---|-----------------------------|----------------------|-----------------|-------------------|
| KPI 4 | Incident Resolution<br>for P4 incidents | KPI relating to<br>the Supplier's<br>resolution of<br>P3 live service   | Quarterly                   |                      |                 |                   |
| KPI 5 | Service Availability                    | KPI relating to<br>the availability<br>of Digital Sta-<br>tus Services in<br>scope<br>The target is<br>calculated<br>separately for<br>each individual<br>service, and<br>credits are cu-<br>mulative<br>across ser-<br>vices | Quarterly                   |                      |                 |                   |

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

Service Points = Total Annual Service Cost / Total Hours per Year (based on a 365 days availability of the system per Year). The monetary value of one Service Point will be calculated using the above formula.

## Service Credit Cap

The annual total value of Service Credits is Capped at so of the Annual Service Cost. Annual Service Cost is the total annual cost of the support element of the service only for one Contract



year. This includes the Support Team, on call costs, and call out costs as the Supplier submits them in Appendix D Sheet 2.3.

## **Repeat KPI Failures**

If a KPI Failure occurs in respect of the same KPI in any three consecutive Measurement Periods, the third and any subsequent such KPI Failure shall be a "Repeat KPI Failure". The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure that is a Repeat KPI Failure shall be calculated as follows:

 $SP = P \times 2$ 

where:

**SP** = The number of Service Points that shall accrue for the Repeat KP Failure; and

**P** = The applicable number of Service Points for that KPI Failure as set out in Annex 1 depending on or a failure to meet the KP Service Threshold.

Example following the calculation above:

If the failure is a Repeat Severe KPI Failure, that occurred in any three consecutive measurement periods the Service Points are doubled and therefore the Supplier will incur 8 Service Points for the Failure (SP=4 x 2). If in the next measurement period the Supplier achieves Service Availability of 97%, the Supplier will again incur 8 Service Points.



# Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

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



The Supplier may replace any of the Key Personnel during the Contract Period with appropriately skilled resource as circumstances and changes on the project or organisation may demand.

# Part B – Key Sub-Contractors

## REDACTED

| Sub-contractor<br>name and ad-<br>dress (if not<br>the same as<br>the registered<br>office) | Registered<br>office and<br>company<br>number | Related prod-<br>uct/Service de-<br>scription | Sub-contract price<br>expressed as a per-<br>centage of total<br>projected Charges<br>over the Contract<br>Period | Key role<br>in deliv-<br>ery of the<br>Services | Key<br>Sub-<br>Con-<br>tractor<br>(yes or<br>no) |
|---|---|---|---|---|--|
|   |   |   |   |   |  |
|   |   |   |   |   |  |





# 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 – Not Applicable

The Supplier Software includes the following items:

| Software | Supplier (if an Affiliate of the Supplier) | Purpose | Number of<br>Licences | Restrictions | Number of<br>Copies | Type (COTS or<br>Non-COTS) | Term/<br>Expiry |
|----------|--|---------|-----------------------|--------------|---------------------|----------------------------|-----------------|
|          |  |         |                       |              |                     |                            |                 |
|          |  |         |                       |              |                     |                            |                 |
|          |  |         |                       |              |                     |                            |                 |
|          |  |         |                       |              |                     |                            |                 |



# Part B – Third Party Software – Not Applicable

The Third Party Software shall include the following items:

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

# Attachment 7 – Financial Distress

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

## PART A – CREDIT RATING THRESHOLD

| Entity                     | Credit Rating (long term)<br>(insert the actual credit<br>rating issued for the entity<br>at the Effective Date) | Credit Rating Threshold<br>(insert the minimum<br>actual rating (e.g. AA-) or<br>the minimum Credit<br>Rating Level (e.g. Credit<br>Rating Level 3) |
|----------------------------|--|---|
|                            | Dunn & Bradstreet –  | Dunn & Bradstreet –   |
| (Supplier)                 | Failure Score  | Failure Score   |
|                            | Company Watch –  | Company Watch –   |
|                            | H-Score  | H-Score   |
|                            | Dunn & Bradstreet –  | Dunn & Bradstreet –   |
| (Supplier Ultimate Parent) | Failure Score  | Failure Score   |
|                            | Company Watch –  | Company Watch –   |
|                            | H-Score  | H-Score   |
|                            |  |   |

## PART B - RATING AGENCIES

| Rating Agency       | Credit Rating Level  | Risk level                |
|---------------------|--|---------------------------|
| Standard and Poor's | Credit Rating Level 1<br>= [AAA] [AA+] [AA] [AA-]<br>[A+] [A] [A-]               | Low Risk                  |
|                     | Credit Rating Level 2<br>= [BBB+] [BBB] [BBB-]<br>[BB+] [BB] [BB-] [B+] [B] [B-] | Greater Than Average Risk |
|                     | Credit Rating Level 3<br>= [CCC] [CC] [C] [D] [NR]                               | High Risk                 |
| Moodys              | Credit Rating Level 1<br>= [Aaa] [Aa] [A]  | Low Risk                  |
|                     | Credit Rating Level 2<br>= [Baa] [Ba] [B]  | Greater Than Average Risk |
|                     | Credit Rating Level 3<br>= [Caa] [Ca] [C]  | High Risk                 |
| Dun and Bradstreet  | Credit Rating Level 1  | Low Risk                  |

|              | = Failure Score of 51 or<br>above                          |                           |
|--------------|--|---------------------------|
|              | Credit Rating Level 2<br>= Failure Score of 11 to 50       | Greater Than Average Risk |
|              | Credit Rating Level 3<br>= Failure Score of 10 or<br>below | High Risk                 |
| Experian     | Credit Rating Level 1<br>= 51 or above                     | Low Risk                  |
|              | Credit Rating Level 2<br>= 26 to 50                        | Greater Than Average Risk |
|              | Credit Rating Level 3<br>= 25 or below                     | High Risk                 |
| Companywatch | Credit Rating Level 1<br>= 36 and above                    | Low Risk                  |
|              | Credit Rating Level 2<br>= 26 to 35                        | Greater Than Average Risk |
|              | Credit Rating Level 3<br>= 25 or below                     | High Risk                 |

## Attachment 8 – Governance

## PART A – SHORT FORM GOVERNANCE

Not Applicable

## 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:

| DIGITAL STATUS DELIVERY BOARD  |  |  |  |
|--|--|--|--|
| Buyer Members of Digital Status Delivery<br>Board (include details of chairperson) | Status Core Team:<br>Product Managers, Delivery Leads, Lead<br>Business Analyst, Solutions Architect |  |  |
| Supplier Members of Digital Status Delivery<br>Board                               | Supplier Core Team:<br>Tech Leads, Delivery Leads, Lead BAs  |  |  |
| Start Date for Digital Status Delivery Board                                       | Tuesdays 10:30   |  |  |
| Frequency of Digital Status Delivery Board   | Weekly   |  |  |
| Location of Digital Status Delivery Board  | MS Teams   |  |  |

| Cross-Product Problem Board  |   |  |  |  |
|--|---|--|--|--|
| Buyer members of Cross-Product Problem<br>Board (include details of chairperson) | Status Product Managers,<br>(Chair: DDaT FBIS Core Problem<br>Managers) |  |  |  |
| Supplier members of Cross Product<br>Problem Board                               | L3 BAs, Lead BA   |  |  |  |
| Start date for Cross-Product Problem Board meetings                              | Wednesday 14:00   |  |  |  |
| Frequency of Cross-Product Problem Board meetings                                | Weekly  |  |  |  |
| Location of Cross-Product Problem Board meetings                                 | MS Teams  |  |  |  |

| FBIS Technical Design and FI   | BIS Deliverability Board   |
|--|--|
| Buyer Members of FBIS Design and<br>Deliverability Board (include details of<br>chairperson) | Product Manager, Solutions Architect, FBIS<br>Core Team, (Chair: FBIS Lead Architect)            |
| Supplier Members of FBIS Design and<br>Deliverability Board                                  | (As required) Delivery Lead(s), BAs, tech<br>Lead for team(s) involved in delivery of<br>outcome |
| Start Date for FBIS Design and<br>Deliverability Board                                       | FBIS Tech Design: Wednesday 11:45 -<br>12:15<br>FBIS Deliverability: Wednesday 12:15 -<br>12:45  |
| Frequency of FBIS Design and<br>Deliverability Board   | Weekly   |
| Location of FBIS Design and Deliverability Board   | MS Teams   |

| MBTP Technical Des   | sign Authority   |
|--|--|
| Buyer Members of Technical Design<br>Authority Board (include details of<br>chairperson) | Solutions Architect, FBIS Lead Architect,<br>(Chair: MBTP CTO)   |
| Supplier Members of Technical Design<br>Authority Board                                  | (As required) Delivery Lead(s), BAs, Tech<br>Lead, Chief Engineer for team(s) involved in<br>delivery of outcome |
| Start Date for Technical Design Authority<br>Board meetings                              | Wednesday 10:00-11:00  |
| Frequency of Technical Design Authority<br>Board meetings                                | Weekly   |
| Location of Technical Design Authority<br>Board meetings                                 | MS Teams   |
| Technical Implementa   | tion Board (TIB)   |
| Buyer Members for TIB  | Product Manager, Solution Architect, Core<br>FBIS leads, (Chair: FBIS Lead Architect)                            |
| Supplier Members for TIB   | (As required) Delivery Lead(s), BAs, Tech<br>Lead, Chief Engineer for team(s) involved in<br>delivery of outcome |

| Start Date for TIB | Monday 15:00 |
|--------------------|--------------|
| Frequency of TIB   | Weekly       |
| Location of TIB    | MS Teams     |

| FBIS/IPT Entry Gate                               |   |  |
|---|---|--|
| Buyer Members for FBIS/IPT Entry Gate             | Product Manager, Solution Architect, Core<br>FBIS leads (Chair: FBIS Delivery Director)           |  |
| Supplier Members for FBIS/IPT Entry Gate<br>Board | (As required) Delivery Lead(s), BAs, Tech<br>Lead, for team(s) involved in delivery of<br>outcome |  |
| Start Date for FBIS/IPT Entry Gate                | Wednesday 9:30 – 10:00  |  |
| Frequency of FBIS/IPT Entry Gate                  | Weekly  |  |
| Location of FBIS/IPT Entry Gate                   | MS Teams  |  |

# 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.

- 1.1.1.1 The contact details of the Buyer's Data Protection Officer are Office of the DPO, Home Office, Peel Building, 2 Marsham Street, London, SW1P 4DF;
- 1.1.1.2 The contact details of the Supplier's personnel responsible for Data Protection on this Call-Off Contract are:
- 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.

|  | Details  |
|--|--|
| each Category of Personal<br>Data<br>The F<br>for th<br>Contr<br>Perso<br>Immig<br>Office<br>Immig<br>Office<br>Immig<br>Office<br>Immig<br>Perso<br>variou<br>The s<br>to incl<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immig<br>Immi | Authority is Controller and the Supplier is Processor Parties acknowledge that in accordance with Clause 34.2 to 34.15 and e purposes of the Data Protection Legislation, the Buyer is the roller and the Supplier is the Processor of the following Personal Data: onal data on individuals who have applied for, or who hold an gration status with the Home Office. The data is held on the Home e Person Centric Data Platform (PCDP) and the Home Office gration and Asylum Biometrics Store (IABS). The data includes: onal data required for Status services will be transmitted through the us status services that the Supplier team will develop. Succept of the personal data currently extends to those but is not limited lividuals who: Developmentation of the Supplier is the Controller and the Buyer is the Processor Parties acknowledge that for the purposes of the Data Protection lation, the Supplier is the Controller and the Buyer is the Processor in rdance with Clause 34.2 to 34.15 of the following Personal Data: ersonal details of the Supplier's and its Sub-Contractor's staff as ecessary for the Authority to provide and maintain Security Clearance |

|                                       | and administer site and System Access necessary for the staff to  |
|---------------------------------------|---|
|                                       | perform their roles and duties under the Contract.  |
|                                       | The Parties are Joint Controllers   |
|                                       | The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:  |
|                                       | Not Applicable  |
|                                       | The Parties are Independent Controllers of Personal Data  |
|                                       | The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:  |
|                                       | <ul> <li>Business contact details of Supplier Personnel including personnel in the Supplier's supply chain.</li> <li>Business contact details of any directors, officers, employees, agents, consultants, and contractors of the Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under this Contract.</li> </ul>  |
|                                       | e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Buyer cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Buyer]   |
| Duration of the processing            | From the start date to the end date of this contract  |
| Nature and purposes of the processing | The nature of the processing is retrieving, reading, and writing data to and<br>from Authority (Home Office) data stores, including but not limited to the<br>Person-Centric Data Platform, Common Services Data Platform, and Person<br>Lookup Service. Retrieval, reading, and writing is done by components of the<br>services. Generally, it involves maintaining current and accurate records of<br>the immigration status of individuals, which are derived from the wealth of<br>data held on the Person-Centric Data Platform and kept current by<br>components that listen for any changes in other systems interfacing with the<br>services, e.g. the issue of a visa by caseworking systems, that would result<br>in a change to an individual's immigration status. |
|                                       | It also includes the ad hoc retrieval and manipulation of data on common tools<br>for the purposes of obtaining management information and statistics about<br>the performance of the services, the number of users of the services, etc.   |
|                                       | It also includes the ad hoc retrieval of specific information about specific individuals (on a case by case basis) with an immigration status for the purpose of resolving issues e.g. inaccuracies in the status that must be corrected, or to establish the validity of an individual's use of the services.  |
|                                       | The purpose of the processing is:   |
|                                       | • To ensure the services present users (e.g. people who have been issued an eVisa or digital immigration status) with an accurate view of their own immigration status and personal details   |

| Type of Personal Data  | <ul> <li>To ensure the services present third parties (e.g. employers or landlords) who must check the immigration status of individuals, with an accurate view of an appropriate subset of an individuals immigration status, e.g. the individual's right to work in the UK</li> <li>To ensure the services present users (e.g. other Government departments) which must check the immigration status of individuals, with an accurate view of an appropriate subset of information about their immigration status, e.g. their right to health care in the UK</li> <li>To provide the Authority (Home Office) with management information about the use of the services e.g. the number of people who hold an immigration status, for planning and other governance purposes</li> <li>Personal data handled by the processor will include:</li> <li>Biographic details e.g. Name, Date of Birth, Nationality</li> <li>Identity document details e.g. Passport Number</li> <li>Contact details e.g. visa held, conditions of stay in UK</li> <li>Face images</li> <li>Other details related to an individual's immigration status e.g. the progress they have made in an immigration application or enrolment process, their interaction with border staff</li> </ul> |
|--|---|
| Categories of Data Subject   | <ul> <li>The scope of the personal data currently extends to individuals who:</li> <li>Have applied for, or been granted status under the EU Settlement</li> <li>Scheme</li> <li>Have applied for, or been granted an eVisa under the Future Borders and Immigration System</li> <li>Hold a Biometric Residency Permit (BRP)</li> <li>Have a historic immigration status (including individuals who have since obtained British Nationality / Citizenship)</li> <li>Data will be retained by the Processor for the duration of the Statement of</li> </ul>  |
| destruction of the data once<br>the processing is complete<br>UNLESS requirement under<br>union or member state law to<br>preserve that type of data | <ul> <li>Work. It will be held on Home Office secure network (POISE) and Amazon Web Services Cloud only, unless expressly authorised by Authority cyber security leads (e.g. for the purpose of transferring data files into a software tool required for data manipulation and filtering).</li> <li>After the expiry date of the contract, if not renewed, access to the Home Office secure network and cloud storage will be revoked, POISE equipment returned to the Authority, and any data files and other artifacts including personal data will have returned to the possession of the data controller. They will then be treated in line with Home Office information, and data management policy.</li> </ul>   |

Attachment 10 – Transparency Reports – Not Applicable

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

# 1. RM6100 Lot 3d - Call Off Terms



# 2. RM6100 Lot 3d - Additional and Alternative Terms and Conditions



# Annex 2 – Balanced Scorecard

# 1. Balanced Scorecard Process



# 2. Balanced Scorecard Template

