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 13th October 2025 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 [redacted] 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:	C394719
Contract Title:	NHS Future Workforce Solution Workforce Transformation Assurance Services.
Contract Description:	Provision of services to work alongside and support the NHSBSA in the assurance of Service Component C3: the build of the NHS Future Workforce Solution Supplier's technical solution and service offerings up to and including Solution Pilot.
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	£2,957,037.50.
Estimated Year 1 Charges:	[redacted]
Commencement Date: this should be the date of the last signature on Section E of this Order Form	13th October 2025.

Buyer details
Buyer organisation name NHS Business Services Authority.
Billing address Your organisation's billing address - please ensure you include a postcode Stella House, Goldcrest Way, Newburn Riverside Park, Newcastle upon Tyne, NE15 8NY.
Buyer representative name The name of your point of contact for this Order [redacted]
Buyer representative contact details Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause [redacted]
Buyer Project Reference Please provide the customer project reference number: C394719 Click here to enter text.

Supplier details
Supplier name The supplier organisation name, as it appears in the Framework Agreement Capgemini UK PLC

Supplier address
Supplier's registered address
95 Queen Victoria Street, London, EC4V 4HN

Supplier representative name
The name of the Supplier point of contact for this Order
[redacted]

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.
[redacted]

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.
[redacted]

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
[redacted]

Guarantor Company Number
Guarantor's registered company number
[redacted]

Guarantor Registered Address
Guarantor's registered address
[redacted]

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 ☐
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	36 (3)
3	60 (5)
5	60 (5)

Initial Term Months
18 months

Extension Period (Optional) Months
6 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:

Stella House, Goldcrest Way, Newburn Riverside Park, Newcastle upon Tyne. NE15 8NY
Hesketh House, 200 – 220 Broadway, Fleetwood, FY7 8LG

Bickerstaffe House, Talbot Rd, Blackpool, FY1 3AH
In the event that the Supplier is requested to provide the Services from alternate sites to the Buyer Premises listed, then it shall consider any request in good faith, subject to any associated expenses being reimbursable to the Buyer.

Supplier Premises:

[redacted]

The parties agree that any audit rights granted under this agreement shall not extend to or apply in respect of personnel working from home.

[redacted]

Buyer Assets
Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms
Not Applicable

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.

Not Applicable

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.

Not Applicable

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.

[redacted]

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

1. Buyer to notify Supplier of any specific legal or regulatory requirements that apply to the Buyer along with the practical steps for compliance in order to enable the Supplier to provide the Services in a compliant manner.
2. Not grant access to or provide any Personal Data to Supplier Personnel other than on Buyer's estate, environment, equipment and/or infrastructure.
3. Buyer Responsibilities will be captured in each SOW and specific to that SOW.

4. The Buyer to be responsible for any business decisions that it makes and shall be responsible for making its own checks, due diligence and determinations to satisfy itself of the findings detailed in any Deliverables provided by the Supplier, with responsibility for outcomes and compliance with the regulatory and legislative framework remaining with the Buyer.
5. The Buyer to ensure Deliverables provided by the Supplier to be accepted by it upon satisfaction of a defined objective acceptance criteria as set out in the applicable SOW.
6. The Buyer to provide accurate and complete information required for the performance of the Services.
7. The Buyer to collaborate in the performance of the Services and to participate in meetings and training sessions.
8. The Buyer to provide access to its resources, including facilities, software, hardware, personnel and data as required by the Supplier in its performance of the Services.
9. Buyer to provide suitable approved connectivity to its network for Supplier laptops/devices.

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	☐

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	✓
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	SOW Level
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

[redacted]

[redacted]

[redacted]

Crown

Crown

[redacted]

Crown

Crown

Crown

Crown

Crown

[redacted]

Crown

[redacted]

Crown

Crown

Crown

Crown

Crown

[redacted]

[redacted]

Crown

Section E
Contract Award

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

SIGNATURES

[redacted]

Attachment 1 – Services Specification

6.1 The approved OBC identified a need to support the NHSBSA with the appointment of independent advisors. This procurement is to secure the services of an appropriate provider to work alongside and support the NHSBSA in the assurance of Service Component C3: the build of the NHS Future Workforce Solution Supplier's technical solution and service offerings up to and including Solution Pilot. This approach is supported by the Cabinet Office Complex Transactions Team.

6.2 The scope of support and assurance extends to the 'technical' elements of the build of the solution and service, defined as Product Functionality (including Service Concepts & User Centred Design (UCD)), and Technical Capabilities.

6.3 It is anticipated that Oracle Fusion HCM Software as a Service (SaaS) will form the basis of the proposed solution and software, complimented by further cloud services, to meet very specific functional, non-functional and technical requirements.
6.4 The NHSBSA is seeking a partner to provide specialist knowledge and skilled resources in the assurance of the build process covering both functional and technical features of these products.
6.5 Expertise in complex SaaS/PaaS-based services at scale is sought in the following disciplines:
a) Programme Delivery and operating model adoption
b) Requirements Gathering/Elaboration
c) Design (ensuring appropriate user engagement, UX, UI, UCD, functional alignment to requirements)
d) Build/Configuration (ensuring best practice SaaS deployment principles such as "adopt, not adapt" are followed)
e) Test capability, processes and tools (multiple test disciplines)
f) Implementation / Adoption (including Pilot)
g) Architecture Design & Assurance (multiple architecture disciplines)
h) Data Management & Migration
i) Infrastructure Management, including Performance & Scalability
j) Integration & Interoperability including Transformation and API management
k) Security Management, including the application of specific Standards and security validation
l) Service Design, Management and Continuous Improvement

Formal and informal knowledge transfer to the Authority Intelligent Client team is required on the above disciplines.

6.6 As guidance, additional detail on the assurance sought is given below:

6.6.1 Assessment of alignment to established Architecture Design principles, characteristics, national and international regulations, policies and standards including, but not limited to:

I. UK Government digital and ICT strategies
II. public sector procurements
III. Cabinet Office 'Red Lines'

IV. NHS specific standards for, but not limited to, components such as:

- Data
- User Experience
- Accessibility
- Security
- Interoperability
- Technology Code of Practice
- Open Standards
- NHS Branding
- NHS UX principles
- Certification provision and
- UK Govt Cloud First Policy

6.6.2 Specialist knowledge and expertise of modular digital experience platforms leveraging microservices architecture providing an enterprise-wide portal that supports personal development, team management, and cross-NHS collaboration.

6.6.3 Specialist knowledge and expertise of Enterprise Technology Building Blocks based on orchestrating solutions into an integrated IT ecosystem.

6.6.4 Specialist knowledge in the field of Artificial Intelligence, Digital Assistants, Machine Learning, Automation, and Integration, assuring the appropriate level of use of AI deployment in an HCM context, with a focus on maintaining appropriate principles of utilisation.

6.6.5 Specialist knowledge and expertise in Integration, transformation, API First Strategy adoption, API development, management and marketplace establishment.

6.6.6 Specialist knowledge and expertise in the fields of Performance & Resilience - high availability, scalable and secure cloud hosted platforms, decoupled architecture that reduces processing load, and adoption of modern engineering practices provide the basis of optimised system performance (including Cloud Hosted Solutions, System Resilience, Platform Security, Digital Decoupling and Modular).

6.6.7 Specialist knowledge and expertise of methodologies to enable / underpin the delivery of the ‘technical’ scope, aligned to SaaS / PaaS cloud-based offerings, including Oracle Fusion HCM.

6.6.8 Specialist knowledge and expertise of the migration of data from Oracle eBS to Oracle HCM and from 3rd party systems e.g. training applications, with a variety of formats, to Oracle HCM

6.6.9 Specialist knowledge and expertise of Validation & Testing techniques, tools and processes, specifically for complex SaaS / PaaS cloud-based solution / service incorporating Oracle Fusion HCM, including, but not limited to Unit, Integration, Functional Acceptance, Performance, UAT, Accessibility, BC/DR, Security/Penetration and Data migration testing.

6.6.10 Specialist knowledge and expertise of implementations, migrations, and service transitions including, (Entry) Go-Live Readiness Checklist, Sign off for all the UAT/DR deliverables, detailed Go-Live Readiness Checklist, Dress rehearsals, Fallback methods and (Exit) Sign-off.

6.6.11 Specialist knowledge and expertise of IT Service Management, Service Design, Service Transition, Service Monitoring & Reporting, Service Operations and ITSM tooling.

6.6.12 Assessment using established principles, best practice, characteristics, national and international regulations, policies, and standards including, but not limited to UK Government digital and ICT strategies, Cabinet Office 'Red Lines', ITIL v4 and GDS Service Standard.

6.7 Detailed Requirements

6.7.1 Post the award of contract for this Workforce Transformation Assurance Services, there is an immediate requirement for the provider to mobilise resources to carry out the following activities, within a maximum 8-week period: -

6.7.1.1 Agree the initial Statement of Works (SoW)

6.7.1.2 To support the Authority in assembling the Intelligent Client team to manage the build of the NHS Future Workforce Solution Supplier by providing skilled and experienced resources to work as part of the team as defined in "W169502 Future NHS Workforce Solution Workforce Transformation Assurance Services Technical Envelope Response Template FV" Question 5 response guidance.

6.7.1.3 Read and digest all appropriate Programme information to allow the provider to understand the programme objectives

6.7.1.4 Read and digest the NHS Future Workforce Solution Supplier's bid response and related documentation to understand the proposed solution and service

6.7.1.5 Participate in sessions with the Authority and the NHS Future Workforce Solution Supplier to elaborate on the solution and service requirements

6.7.1.6 Engage in discussions with the Authority and the NHS Future Workforce Solution Supplier on service and architecture designs

6.7.1.7 Engage with Programme Management and principal stakeholders in the Service Component 3 build process

6.7.1.8 Provide a report that identifies areas and points to pursue that the Authority should be considering and progressing with the NHS Future Workforce Solution Supplier

6.7.2 Post the initial 8-week period, the provider shall be required to assure the Authority during the build and pilot phases that the solution and service are being designed, developed, tested, documented, and implemented following best practice and aligned to the appropriate standards and in accordance with the Service Component C3 Detailed Implementation Plan Assurance that the running order of the Service Component C3 Detailed Implementation Plan is appropriate and will not cause conflicts or re-work at future stages. The Supplier acknowledges that the role of the Evaluation Partner in carrying out the Evaluation Plan may include but shall not be limited to the evaluation of Component 3. Any key learnings from the evaluation of Component 3 will be used to inform implementation activity in Component 4, through highlighting successful areas of the Pilot and identifying proposed adaptations to enhance delivery in Component 4.

6.7.3 As and when necessary, keep the Authority updated on any perceived risks and issues arising from the NHS Future Workforce Solution Supplier's proposals aligned to the 'technical' scope.

6.7.4 As part of Programme Governance and cadence, the provider shall be required to host a regular progress meeting to report against the requirements, risks, issues and the deliverables throughout the duration of the contract.

6.8 Deliverables

6.8.1 At frequencies to be decided, based upon the NHS Future Workforce Solution Supplier's build plan, prepare and present a report for the Authority, in format(s) to be agreed with the Authority, that

i. Provides assurance of the service offering and underlying technical solution delivered to date by the NHS Future Workforce Solution Supplier in the categories referenced in 6.5.

ii. Provides an assessment on the NHS Future Workforce Solution Supplier's approach to mitigating a series of identified risks (which correlate to UCD, and each of the defined Service Concepts and Technical Capabilities).

iii. A statement on the technical viability and feasibility of the future state solution proposed by the NHS Future Workforce Solution Supplier.

iv. A statement on any future Technology associated risks, restrictions or stored up liabilities associated with the NHS Future Workforce Solution Supplier's proposed solution and service.

v. Assurance of the Test Success Criteria for the Deliverables under the Future NHS Workforce Solution Contract.

vi. A statement that the Deliverables in Schedule 13 Implementation have been met and tested appropriately in accordance with the Schedule 14 Testing in the Future NHS Workforce Solution Contract. Deliverable means an item, feature, or software delivered or to be delivered by the Supplier at or before a Milestone Date or at any other stage during the performance of this Agreement as per Schedule 1 (Definitions) appended to this ITT.

vii. Assurance that the Milestone Achievement Certificates for the Deliverables under the Future NHS Workforce Solution Contract has no material technical reason(s) to be rejected, or if to be rejected, details of the issues to be resolved. Milestone Achievement Certificate means the certificate to be granted by the Authority when the Supplier has Achieved a Milestone, which shall be in substantially the same form as that set out in Annex 3 to Schedule 14 (Testing Procedures) appended to this ITT.

viii. Regular statements as to the NHS Future Workforce Solution Supplier's progress against the Implementation Plan and any areas for additional focus. Supplier to highlight any areas for concern or where potential delays may occur.

ix. An Executive Summary suitable for Programme executives and senior stakeholders, which may be subject to public scrutiny.

x. Any appropriate information that the provider may wish to submit to assure the Authority.

6.8.2 For each of the deliverables / outputs, the provider will:

i. Agree a Statement of Work (SoW) on a Capped Time and Material basis. The Authority will reference the Tendering Organisation's Commercial response to the ITT to ensure consistency of approach to pricing. Once a SoW is agreed, a purchase order will be raised

ii. Provide weekly reports of burndown rates by Resource Type

iii. Provide a detailed breakdown of resource used by Resource Type and number of days to be agreed by the Authority as part of the pre-invoicing process.

6.8.3 Additionally, the provider:

i. will report to the Future NHS Workforce Solution Transformation Programme Service Component 3 Workstream Lead, with an escalation route to the Future NHS Workforce Solution Transformation Programme Director

ii. will appoint a key person as a single point of contact to lead its involvement at the outset, who will act as the contact through to the conclusion of the engagement

iii. may engage with internal and external stakeholders of the Future NHS Workforce Solution Transformation Programme, across various specialisms and seniority as and when may be required.

6.9 Call Off Contract Term

The Authority proposes to enter into one Call Off Contract with a single successful Tendering Organisation for a period of eighteen (18) months with a possible six-month extension, therefore a potential maximum term of 24 months.

6.10 Call Off Contract Value

6.10.1 The estimated total value of the Call Off Contract is circa £3M ex VAT excluding reimbursable expenses. This is the maximum sum payable over a 24-month period (an initial eighteen (18) months contract term with a possible six-month extension). The Authority reserves the right, at its sole discretion to increase the value of the contract by up to 50% during the term of the contract where timelines for individual Statements of Work extend or where additional assurance services are required by the Authority. The range is based upon a number of variables which could affect the overall total value of the Call Off Contract, and the value could be less or more than the sums stated.

6.10.2 The Supplier must note that reimbursable expenses related to this service shall be calculated at the rates and in accordance with the Authority's expenses policy.

6.10.3 The estimated range of value of the Call Off Contract should not be interpreted as an undertaking to purchase any goods or services to any particular value and does not form part of the Call Off Contract.

6.11 Form of Call Off Contract

6.11.1 The contract to be entered into for this opportunity will be in the form set out in the Call Off Contract (or as may be updated by the Authority where indicated and/or to reflect changes and

areas of clarification and/or to reflect any change in circumstances at the point at which the Call Off Contract is entered into and/or the need for ensuring compliance with national guidance and policy from time to time in existence, as notified and agreed by the Authority).

6.11.2 As part of the Tender, Tendering Organisations are required to confirm acceptance of the Call Off Contract.

[redacted]

Part D – Risk Register

No	Title	Risk	Resulting	Action
A	Amendment of timescale	The Buyer's procurement timescale for FWS is delayed.	Amendment to the Supplier's proposed timescales and resourcing model	TBD at SOW level
B	Resourcing continuity	The Buyer's procurement timescale for the implementation of the FWS solution is delayed	Request to temporarily stand down the Supplier's team. Continuity of resourcing cannot be guaranteed in such circumstances.	TBD at SOW level
C	SOW Approval Delays	Approvals of individual SOWs are not completed in a timely manner	As per Risk A & Risk B	TBD at SOW level

Further risks will be identified at SOW level.

Part E – Early Termination Fee(s)

[redacted]

Attachment 3 – Outline Implementation Plan

Implementation Plan will be as detailed in the individual Statement of Works (SOW) for the Call Off Contract.

Attachment 4 – Service Levels and Service Credits

[Guidance Note: The following are included by way of example only. Procurement-specific Service Levels should be incorporated]

Service Levels and Service Credits

1. Service levels and Service Credits are non-applicable.
2. Any key performance indicators will be agreed at statements of work level where necessary.
3. Any proposed Social Value KPIs will be tracked through the term of the Call Off Contract.

Service Credit Cap

Not applicable.

Critical Service Level Failure

Not applicable.

Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

.1.5 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]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted] extension.

Part B – Key Sub-Contractors

Not applicable.

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:

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

Part B – Third Party Software

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/ Expiry

Attachment 7 – Financial Distress

It is assumed that given the size, standing and scale of the Supplier and the duration of the contract, Attachment 7 will not be applied. However, the Buyer shall continue to monitor the rating and performance of the Supplier through the reports of Dun and Bradstreet and shall discuss any concerns that the Buyer may have should there be noticeable deterioration from the reports at any time.

Attachment 8 – Governance

PART A – SHORT FORM GOVERNANCE

For the purpose of Part A of Schedule 7 (Short Form Governance) of the Call-Off Terms, the following board shall apply:

Operational Board	
Buyer Members for the Operational Board	Transformation Programme Lead Solution Assurance
Supplier Members for the Operational Board	Vice President Health and Care Programme Lead/Business Architect Functional Architect Technical Architect
Frequency of the Operational Board	Monthly
Location of the Operational Board	Virtual

Attachment 9 – Schedule of Processing, Personal Data and Data Subjects
(Not applicable)

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:
[redacted]

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: [redacted]
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.

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: • ***[Insert the scope of Personal Data for which the purposes and means of the processing by the Supplier is determined by the Authority]*** • ***Business contact details of Authority staff involved in the FWS programme*** **The Supplier is Controller and the Authority is Processor** The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with Clause 34.2 to 34.15 of the following Personal Data: • ***[Insert the scope of Personal Data for which the purposes and means of the processing by the Authority is determined by the Supplier]*** **The Parties are Joint Controllers** The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of: • ***[Insert the scope of Personal Data for which the purposes and means of the processing is determined by both Parties together]*** For the purpose of Clause 1.2 of the joint controller clauses the [insert either Buyer or Supplier] shall be the Party referenced and responsible for those matters set out in Clause 1.2(a)-(e). ***Insert for the purpose of Paragraph 1.2 of the joint controller clauses which Party (either Supplier or Buyer) shall be responsible for those matters listed in Clause 1.2(a) – (e), including whose privacy policy should apply i.e.***

	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*:* • ***Business contact details of Supplier Personnel,*** • ***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.*** • ***[Insert the scope of other Personal Data provided by one Party who is Data Controller to the other Party who will separately determine the nature and purposes of its processing the Personal Data on receipt.*** *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	***Contract duration***
Nature and purposes of the processing	***[Please be as specific as possible, but make sure that you cover all intended purposes.*** ***The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]***
Type of Personal Data	***[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]***
Categories of Data Subject	***[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]***
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	***[Describe how long the data will be retained for, how it be returned or destroyed]***

Attachment 10 – Transparency Reports

Not applicable.

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