



**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 3a dated 12/12/2022 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:	705822453
Contract Title:	VTC Communications
Contract Description:	- Navy Digital require a digital technical service to manage all of Navy Command's mobile assets across the Royal Navy Estate and provide Virtual Teleconferencing management services across Whale Island and MOD Main Building.
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	£1,421,700 for 3 years with options for £1,013,760 for 2 additional years
Estimated Year 1 Charges:	Redacted under FOIA Section 43, Commercial interests
Commencement Date: this should be the date of the last signature on Section E of this Order Form	01/01/23

Buyer details
Buyer organisation name Ministry of Defence
Billing address Your organisation's billing address - please ensure you include a postcode Navy Command, Leach Building, Portsmouth, PO2 8BY
Buyer representative name The name of your point of contact for this Order Catherine Mcilveen
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.



0330 1617180

Buyer Project Reference

Please provide the customer project reference number.

705822453

Supplier details

Supplier name

The supplier organisation name, as it appears in the Framework Agreement

Carbon60 Ltd

Supplier address

Supplier's registered address

800 The Boulevard, Luton LU1 3BA

Supplier representative name

The name of the Supplier point of contact for this Order

Redacted under FOIA Section 40, Personal Information

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 under FOIA Section 40, Personal Information

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



Section B

Part A – Framework Lot

Framework Lot under which this Order is being placed

3. OPERATIONAL SERVICES – End user services



Part B – The Services Requirement

Commencement Date

See above in Section A

Contract Period

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
3a	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 for Contract

(15 Calendar days for any Tasking Orders placed under the Contract)

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 majority of this work will be based in Navy Command Headquarters and in person. Remote working may be possible, task dependent, but is not the norm.

The delivery team may be required to visit/work in other Military locations across the UK.

This link, <https://www.royalnavy.mod.uk/our-organisation/bases-and-stations>, shows the main Navy Command managed sites and locations this contract will cover, however this is not exhaustive as smaller sites may not be listed

Supplier Premises:



Not Applicable

Third Party Premises:

Not Applicable

Buyer Assets

MoD ICT will be used throughout this service and supplier ICT is not to be used for the delivery of this service. The supplier must ensure all personnel have the relevant security clearances to access necessary MoD ICT.

Additional Standards

The supplier must ensure all personnel have the relevant security clearances to access necessary MoD ICT. Additional Standards

1. The following standards are applicable to this project:

Item	Number	Title
1	JSP 604	Defence Co-ordinating Installation Design Authority Manual of Regulations for Installation of Communication & Information Systems
2	JSP 375	MoD Health and Safety Handbook
3	JSP 441	Information, Knowledge, Digital and Data in Defence
4	JSP 440	Defence manual of Security
5	SDIP 29/2	Installation of equipment for the processing of Classified Information
6	JSP 101	Defence Writing Guide
7	EUS/NSOIT/001	MoDNet Official Interim Device Allocation Policy
8	JSP 850	Infrastructure and Estate Policy, Standards and Guidance

Buyer Security Policy

10. Security Clearance (SC) is required as a minimum and must be in place at the start of the contract. Suppliers' personnel will be required to visit MOD establishments (e.g. NCHQ, HMNB Portsmouth, Dstl PDW) during the course of the contract and will need to provide evidence of clearances.

11. Access to MoD ICT on which this requirement will be developed and delivered requires a minimum of SC clearance.



DEFCONs 659 and 660 will also apply

Buyer ICT Policy

Guidance Note: where the Supplier is required to comply with the Buyer's ICT Policy then append to this Order Form below.

As detailed in JSP604

Insurance

Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.

Third Party Public Liability Insurance (£) - [Not Applicable]

Professional Indemnity Insurance (£) – Not Applicable

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

As detailed in Services Specification

Goods

Should any goods be required, prices will be agreed

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 B – Long Form Governance Schedule	Applicable

The Part selected above shall apply this Contract.

Change Control Procedure – Option Part A or Part B

Change Control Schedule	Tick as applicable
Part B – Long Form Change Control Schedule	Applicable

The Part selected above shall apply this Contract. Where Part B is selected, the following information shall be incorporated into Part B of Schedule 5 (Change Control Procedure):

- for the purpose of Paragraph 3.1.2 (a), the figure shall be £1000.00; and
- for the purpose of Paragraph 8.2.2, the figure shall be £500,000/00.



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

Additional Schedules	Tick as applicable
S3: Security Requirements	Part A
S4: Staff Transfer	Applicable
S7: Continuous Improvement	Applicable
S8: Guarantee	N/A
S9: MOD Terms	Applicable

Part B – Additional Clauses

Additional Clauses	Tick as applicable
C2: Security Measures	Applicable

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

Additional Schedule S3 (Security Requirements)

Draft Security Management Plan To Be Provided By Supplier



Crown
Commercial
Service

Section D Supplier Response

Commercially Sensitive information

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*

Any information that is part of our competitive proposition such as Pricing Proposal, named staff / work histories, how we evolve/innovate.

Any information that is part of our competitive proposition such as Pricing Proposal, named staff / work histories, how we evolve/innovate.



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	Redacted under FOIA Section 40, Personal Information
Job role/title	Managing Director
Signature	Redacted under FOIA Section 40, Personal Information
Date	03/01/23

For and on behalf of the Buyer

Name	Redacted under FOIA Section 40, Personal Information
Job role/title	Commercial Manager
Signature	Redacted under FOIA Section 40, Personal Information
Date	03/01/23



Attachment 1 – Services Specification

1. **Introduction** - Navy Digital require a digital technical service to manage all of Navy Command's mobile assets across the Royal Navy Estate and provide Virtual Teleconferencing management services across Whale Island and MOD Main Building. This is a key enabling service which directly supports operational organisations across the RN and their outputs. Without this support there would be an unmanageable loss of capability that enables key productivity across all business areas on Whale Island and the RN estate. This requirement is broken into two key areas and outputs that must be delivered.

2. **Day to day management of all Navy Command Personal Electronic Devices (PED) providing the following services:**

- a. Physical control of demand, management, issue and return of all MODNET and portable devices within Navy Command, including ensuring compliance within security rules. To ensure all Navy Command MODNET Laptop Transactions on RAMT are recorded and managed iaw the Defence Digital MODNET OFFICIAL Asset Management Policy to ensure that all Laptop custodians and locations are maintained.
- b. Provide recording and management functions for all Navy Command mobile device transactions including but not limited to mobile phones, tablets, and sim cards on SharePoint to ensure that all custodians and locations are maintained. To conduct a monthly stock take and maintain a detailed record all communication assets (including but not limited to, Sim cards, iPads, Tablets, Mobile phones and Laptops with an approximate total of 500 devices (this may vary)) located in NCHQ, Whale Island.
- c. Full asset management, training delivery, first line support and all associated activities surrounding the Royal Navy's ROSA allocation. This includes processing requests and raising for internal approval. Booking and conducting face to face training (approx. 90 minutes) to the required standards as detail in the SyOps. To maintain accurate records all devices at the correct security classification and act as a first support function to users.
- d. Audit checks are required to be conducted against reports from the IUS contract to identify and report to the requirement owner the monthly costs and charges to Navy Digital from users that are higher than the agreed threshold. Follow on action will be required to contract the user and support any returns necessary.
- e. Preparation of new and second use mobile assets (including but not limited to Laptops, Tablets and mobile phones) for re-issue and to provide initial introductory guidance and support across all devices issued. This service is required to remain up to date on all MODNET and ROSA device training courses in order to sustain and update handouts, relevant soft information and guidance.



- f. To provide face to face technical support and troubleshooting for all mobile working solutions as a first point of contact and resolve in line with policy and guidance. To Advise on next steps if a problem cannot be resolved and further support is required.
- g. Provide resilience for higher level budgetary approver to ensure continued service across Navy. Provide higher level budgetary approval for all mobile devices in line with Navy Digital policy and guidance.
- h. Provide account management for the Defence Gateway users across Navy TLB, this includes account creation, updating records, account closures, renewals and to provide first line support for all users including basic troubleshooting and forwarding to second line support when required.
- i. Assist in the drafting of Navy Command Laptop Policy, SOPs and Guidance, taking Business Continuity and mobile device security issues into account.

3. **Provision of VTC Service Management to Navy Command:**

- a. To provide physical face to face specialist technical support to deliver the management of all aspects of conferencing and video services across the Naval estate. To enable all SECRET meetings including 2*, 3* and 4* levels of engagement and a wide range of operational, safety and high-level management meetings that require technical co-ordination and management.
- b. To fully manage all booking of conference, meeting rooms and VTC facilities to ensure that maximum and efficient use is made in line with Navy Command direction. This service is responsible for the management of 40 meeting rooms all varying in size and scale across Whale Island. All are required to be kept clean, tidy, and functional, including the checking of all IT equipment in situ and to facilitate any subsequent first line repairs and upgrade installations needed in future.
- c. Across the 40 meeting rooms this service is required to physically setup and facilitate up to (but not limited to) 300 meetings a week. All must have face to face customer engagement and support which will include setting up the meeting and any required connections.
- d. This service is required to manage circa 300 (this number may vary) bookings per week and ensure the room booked is compliant with the user's requirement, available and does not clash with another booking at the same date and time. It is required to provide alternative options across other meeting rooms if a booking cannot be facilitated. Excellent customer service must be maintained through this process including the management of the meeting itself.



- e. The booking aspect of this service is conducted on MODNET IT is utilising an existing booking tool. This tool is utilised and maintained by the service to ensure it is functioning correctly and to proactively make any improvements required to improve the service delivery.
- f. To provide management of the complex service (including hardware) delivered to MoD across all relevant conferencing equipment and services under the Global Connectivity and Integrated User Services (GC&IUS) contract, supporting all aspect of Navy Command business alongside the Navy Digital ICT Change team.
- g. To manage an existing MOD owned Public Address system, in Whale Island and the surrounding area (if required). This includes the booking, setup, testing, management and troubleshooting to ensure it is available for a minimum of 12 events a year.
- h. Technically set-up all VTC calls and ensure that the necessary liaison takes place between the VTC Bridging Centre – this frequently requires the simultaneous management/co-ordination of up to 9 VTC calls to multiple locations. In addition to provide 1st line support for all conferencing equipment across HMS Excellent.
- i. To provide an Out of Hours delivery (pre-arranged) and call-out service, 24/7 - 365 days a year, to support all Navy Command emergency requirements for VTC support of Operations and Accident Crisis Response Organisation (ACRO) /Nuclear Accident Response Organisation (NARO).

Progress and Performance Review

- 4. Performance and Progress reviews will be held in line with the cadence below to examine performance against the 2 stated areas of activity:
 - a. **Monthly** – Monthly update to the requirement owner, covering concerns and issues performance against relevant KPIs.
 - b. **Quarterly** – Quarterly review to review performance against the KPIs and ensure service is meeting the stated service level.
 - c. **Annually** – Annual report to the requirement owner and forward look to set priorities and areas for improvement for the following year.

ONBOARDING AND OFF-BOARDING



5. The supplier must conduct an initial onboarding meeting and generate a plan that includes a schedule of works and a resource delivery plan and timeline within 2 weeks of the start of the contract and must ensure continuation of support to all aspects of the service during this period.
6. 3 months prior to the end of the contract the supplier will:
 - a. Generate a statement of work that details the current activities delivered by the Outcome.
 - b. Generate a service transition plan.
 - c. Conduct a documents, information, and knowledge capture.
 - d. Correctly store and archive all information on MoD CIS in line with Navy Digital Information Management policy.
 - e. Work with Navy Digital to ensure preparations for a smooth transition in service.

SERVICE VOLUME

7. It is assessed that the efforts associated with this Outcome will be in the order of 4620 service days during the initial 3 year fixed cost contract. Any option years would be assessed to be a pro-rata increase on top of this value. There is significant complexity, autonomy and customer engagement associated with the delivery of this technical service requirement.



Attachment 2 – Charges and Invoicing

Part B – Service Charges

Deliverables in accordance with Statement of Requirements/Specification						
Item Number	Description	Delivery Date (exact dates to be confirmed on contract award)	Unit of Measurement	Quantity	Firm Price (£) Ex VAT – Per Item	Firm Price (£) Ex VAT -Total
1	Total cost for delivery of services Year 1	01/01/23 - 31/12/24	Per Month	12	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial interests
2	Total cost for delivery of services Year 2	01/01/24 - 31/12/25	Per Month	12	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial interests
3	Total cost for delivery of services Year 3	01/01/25 - 31/12/26	Per Month	12	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial interests
4	Total cost for delivery of services Year 4 (Option)	01/01/26 - 31/12/27	Per Month	12	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial interests
5	Total cost for delivery of services Year 5 (Option)	01/01/27 - 31/12/28	Per Month	12	Redacted under FOIA Section 43, Commercial interests	Redacted under FOIA Section 43, Commercial interests
				Contract Value Total Price	£2,435,460.00	

A travel and subsistence budget of £10K has been allocated for this outcome.
All Travel and Subsistence (T&S) expenses must comply with the MoD T&S Policy.

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



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Not Applicable



Part D – Risk Register

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9
Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (£)	Impact (description)	Mitigation (description)	Comments



Crown
Commercial
Service

OFFICIAL-SENSITIVE COMMERCIAL

Part E – Early Termination Fee(s)

Supplier will be paid any fees that are due for work already completed (provided it was to the required standard) and for any costs incurred in the process of delivering services which have not yet been completed but only where the supplier can evidence costs have been reasonably incurred prior to termination.



Attachment 3 – Outline Implementation Plan IN SOR

All suppliers are obliged to provide sufficient guarantees to implement appropriate technical and organisational measures so that the processing meets the requirements of GDPR and ensures the protection of the rights of data subjects. For further information please see the Information Commissioner's Office website <https://ico.org.uk/for-organisations/data-protection-reform/overview-of-the-gdpr/>



Attachment 4 – Service Levels and Service Credits

The KPIs below are aligned to delivery of the stated Outcomes for the requirement and performance. The performance against the KPIs will be assessed in line with the review frequency associated with that KPI and performance score allocated in line with the metric stated. The overall service delivery performance will be assessed at the Quarterly Performance Review and evidence drawn from the performance against KPIs.

KPI 1	Asset Service Management
KPI Description:	The percentage of requests for devices responded to within 2 working days of submission.
Frequency	Monthly
KPI Performance Thresholds:	
‘Good’ (Contractual Target):	100%
‘Approaching target’ threshold:	98-99%
‘Requires Improvement’ threshold:	95-97%
‘Inadequate’ threshold:	Under 95%
Buyer Redress for failure to provide services at or above service levels.	Withhold 2% of payment due, in the month failure is assessed, if the service level is assessed as ‘inadequate service level’ or below.

KPI 2	Asset Service Management
KPI Description:	The percentage of 1 st line support requests from defence gateway users experiencing “troubleshooting errors” who received support within 3 working days.
Frequency	Monthly
KPI Performance Thresholds:	
‘Good’ (Contractual Target):	100%
‘Approaching target’ threshold:	90%
‘Requires Improvement’ threshold:	85%
‘Inadequate’ threshold:	80%
Buyer Redress for failure to provide services at or above service levels.	Withhold 2% of payment due, in the month failure is assessed, if the service level is



	assessed as 'inadequate service level' or below.
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KPI 3	Asset Service Management
KPI Description:	Has a stock check of all mobile communication devices, held as stock that this contract is responsible for, been conducted during this month?
Frequency	Monthly
KPI Performance Thresholds:	
'Good' (Contractual Target):	Yes
'Inadequate' threshold:	No
Buyer Redress for failure to provide services at or above service levels.	Withhold 2% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.

KPI 4	Asset Service Management/VTC Service
KPI Description:	The number of complaints received in a month in relation to the management of Navy Command Assets and/or the VTC services. All complaints received will be escalated, reviewed and assessed by the requirements owner monthly.
Frequency	Monthly
KPI Performance Thresholds:	
'Good' (Contractual Target):	0 Complaints
'Approaching target' threshold:	1 Complaint
'Requires Improvement' threshold:	2 Complaints
'Inadequate' threshold:	More than 2 complaints
Buyer Redress for failure to provide services at or above service levels.	Withhold 2% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.

KPI 5	Asset Service Management
KPI Description:	Percentage of requests for mobile communication devices fully processed and made available for collection/delivery



	within 3 working days; providing the relevant hardware is in stock and available.
Frequency	Monthly
KPI Performance Thresholds:	
'Good' (Contractual Target):	95%-100% processed within 3 working days
'Approaching target' threshold:	90%-94% processed within 3 working days
'Requires Improvement' threshold:	80% processed within 3 working days
'Inadequate' threshold:	Less than 80% processed within 3 working days
Buyer Redress for failure to provide services at or above service levels.	Withhold 2% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.

KPI 6	VTC Service
KPI Description:	Percentage of VTCs that had comms established to the correct classification prior to the meeting start time; this relates only to VTCs held in the meeting rooms managed under this service.
Frequency	Monthly
KPI Performance Thresholds:	
'Good' (Contractual Target):	100%
'Approaching target' threshold:	98%-99%
'Requires Improvement' threshold:	96%-98%
'Inadequate' threshold:	<95%
Buyer Redress for failure to provide services at or above service levels.	Withhold 2% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.

KPI 7	VTC Service
KPI Description:	The time taken to physically respond to a VTC meeting room troubleshooting query during office hours; this relates only to VTCs held in the meeting rooms managed under this service.
KPI Performance Thresholds:	



'Good' (Contractual Target):	15 minutes
'Approaching target' threshold:	30 minutes
'Requires Improvement' threshold:	45 minutes
'Inadequate' threshold:	60 minutes
Buyer Redress for failure to provide services at or above service levels.	Withhold 2% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.

KPI 8	VTC Service (Out of hours)
KPI Description:	Time taken to respond to/facilitate the setup of an out of hours request for support in relation to a VTC.
Frequency	Monthly
KPI Performance Thresholds:	
'Good' (Contractual Target):	1 hours
'Approaching target' threshold:	2 hours
'Requires Improvement' threshold:	3 hours
'Inadequate' threshold:	4 hours
Buyer Redress for failure to provide services at or above service levels.	Withhold 2% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.

KPI 9	VTC Service
KPI Description:	Percentage of VTC booking requests that are approved or rejected within 1 working day of submission. (if rejected an explanation is required i.e. not available).
Frequency	Monthly
KPI Performance Thresholds:	
'Good' (Contractual Target):	100%
'Approaching target' threshold:	90%
'Requires Improvement' threshold:	80%
'Inadequate' threshold:	Less than 80%
Buyer Redress for failure to provide services at or above service levels.	Withhold 2% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.



KPI 10	VTC Service
KPI Description:	Percentage of meeting rooms that have fully functioning ICT/CIS. Where not fully functional evidence of actions taken to rectify the issue.
Frequency	Monthly
KPI Performance Thresholds:	
'Good' (Contractual Target):	100%
'Approaching target' threshold:	95%-99%
'Requires Improvement' threshold:	90%-94%
'Inadequate' threshold:	<90%
Buyer Redress for failure to provide services at or above service levels.	Withhold 2% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.

KPI 11	Asset Service Management
KPI Description:	Percentage of all ROSA device requests processed within 5 working days, providing the relevant hardware is in stock and available. This includes training and hardware issued.
Frequency	Monthly
KPI Performance Thresholds:	
'Good' (Contractual Target):	95%-100%
'Approaching target' threshold:	90%-94%
'Requires Improvement' threshold:	80%-89%
'Inadequate' threshold:	Less than 80%
Buyer Redress for failure to provide services at or above service levels.	Withhold 2% of payment due, in the month failure is assessed, if the service level is assessed as 'inadequate service level' or below.



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

Key Supplier Personnel	Key Role(s)	Duration

Part B – Key Sub-Contractors

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



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

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) <i>(insert credit rating issued for the entity at the Commencement Date)</i>	Credit Rating Threshold <i>(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3))</i>
Supplier	[Rating Agency 1] – Dun & Bradstreet	[Rating Agency 1] – Score not to be below 10% of rating of contract award

PART B – RATING AGENCIES

- Dun & Bradstreet

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:

All contract meetings/boards will be scheduled as required not less than quarterly. To be discussed further at initial start up meeting.

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

No Personal data will be processed during the course of this contract

Attachment 10 – Transparency Reports

Title	Content	Format	Frequency
Performance	Details of performance against 3 KPI's	Online	Quarterly (if required in accordance with Cabinet Office regulations)
Contract	Redacted copy of contract	Online	At contract award

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

1 The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:

a. the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or

b. that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:

(1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or

(2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.

2 The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.

3 The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the Authority's consideration.

4 The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

To ensure information held on the 'MOD Enterprise Directory' is accurate, by contract commencement date, embedded workers with MOD.net accounts are to make best endeavours to clearly identify as a 'Contractor' within the Rank/Grade of their MOD.net Tally and Enterprise Directory Data. In addition, 'Contractor' must clearly be stated as their rank within the workers organisation Signature block.

Within the duration of this contract, all staff embedded at HM Establishments may be required to complete a Conflicts of Interest declaration. The supplier will also be required to ensure a Compliance Regime is enacted if any personnel provided by the supplier will be involved in the process for re-letting any follow on or other contracts for which the supplier may tender.

MOD shall own all IPR on any data, code, or development undertaken during the delivery of any professional service. IP related to Software provision i.e., SaaS will be defined within tasks.