



Crown
Commercial
Service

Data Services and Analytics

CALL OFF CONTRACT RM6100 Lot 2 ORDER FORM

FOR THE PROVISION OF DATA ENGINEERING SERVICES

Reference: C22147

19 December 2022

MASTER VERSION



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 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 will 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 will have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

This Order Form will 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.
 4. Annex 1A – The Collaboration Agreement



The Order of Precedence will be as set out below, superseding that as set out in Clause 2.2 of the Call-Off Terms being:

- a) the Framework, except Framework Schedule 18 (Tender);
- b) the Order Form except Section D (Supplier Response to the Further Competition Procedure);
- c) the Call Off Terms; and
- d) Framework Schedule 18 (Tender); and
- e) e) Section D (Supplier Response to the Further Competition Procedure) to the Order Form.



Crown
Commercial
Service

Section A General information

Contract Details	
Contract Reference:	C22147
Contract Title:	Data Engineering Services
Contract Description:	Provision of Data Engineering Services
Contract potential up to a maximum Value: The Buyer provides no guarantee as to the number of SoWs or value applicable to the contract?	Up to a maximum of £14,000,000 The contract value will be governed by signed Statement of Works (SOW) over the duration of the Call Off Contract
Estimated Year 1 Charges:	£7,000,000
Commencement Date: this should be the date of the last signature on Section E of this Order Form	16 December 2022
Buyer details	
Buyer organisation name The Secretary of State for the Home Department	
Billing address See Attachment 2 Charges and Invoicing Part D Billing Information	
Buyer representative name REDACTED	
Buyer representative contact details REDACTED	



Crown
Commercial
Service

Buyer Project Reference: C22147

Supplier details

Supplier name

The supplier organisation name, as it appears in the Framework Agreement
6 point 6 Limited

Supplier address

Supplier's registered address
130 Jermyn Street, London, England, SW1Y 4UR

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.

Reference Number: B10150.01.01

Guarantor details

Not Applicable

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.

REDACTED VERSION



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 will apply and the Buyer is not required to complete the Lot 1 Order Form.

- | | |
|--|-------------------------------------|
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN | <input type="checkbox"/> |
| 2. TRANSITION & TRANSFORMATION | <input checked="" type="checkbox"/> |
| 3. OPERATIONAL SERVICES | |
| a: End User Services | <input type="checkbox"/> |
| b: Operational Management | <input type="checkbox"/> |
| c: Technical Management | <input type="checkbox"/> |
| d: Application and Data Management | |
| 5. SERVICE INTEGRATION AND MANAGEMENT | <input type="checkbox"/> |

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
24 months (2 years)

Extension Period (Optional) Months
+12

Minimum Notice Period for exercise of Termination Without Cause 90 days
(Calendar days) *Insert right (see Clause 35.1.9 of the Call-Off Terms)*

Sites for the provision of the Services

The Supplier will provide the Services from the following Sites:

Buyer Premises: Home Office premises Croydon, South London

Supplier Premises: 130 Jermyn Street, London, England, SW1Y 4UR

Third Party Premises: Not Applicable.

Buyer Assets: Not Applicable

Additional Standards: Not Applicable

Buyer Security Policy: Consisting of

- Security Incidents Policy
- Information Assurance Policy
- General Security Classification Guidance

The above will be made available via the CCS Eportal

- Government Security Classifications:

<https://www.gov.uk/government/publications/government-security-classifications>

- General Data Protection Regulations:

<https://www.gov.uk/government/publications/guide-to-the-general-data-protection-regulation>

- HMG Security Policy Framework:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/710816/HMG-Security-Policy-Framework-v1.1.doc.pdf



Buyer ICT Policy:

Security **REDACTED**
Non-Ho Supplied Equipment Inc BYOD
System and Application Development
Secure Data Erasure Policy

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 (£) - £5,000,000

Professional Indemnity Insurance (£) - £5,000,000

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

The Buyer is responsible for the provision of Security Clearance (SC and NPPV3 as required) to the 7-week SLA to minimise impact on onboarding and delivery.

The Buyer will provide desks, chairs, desktop PCs (different development environments and equipment, as required for delivery of the services), meeting rooms, Wi-Fi and right of access or licenses for Buyer software applications, for use by the Supplier to provide the Services as required under this Contract.

The Buyer will retain overall responsibility for the Services, and will be responsible for the assessment and further use of outputs of the Services.

Goods: Not Applicable

Governance – Option Part A or Part B

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	
Part B – Long Form Governance Schedule	X

The Part selected above will apply this Contract.



Change Control Procedure – Option Part A or Part B

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	X
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	X
S2: Testing Procedures	X
S3: Security Requirements (either Part A or Part B)	Part B: X
S4: Staff Transfer	X
S5: Benchmarking	X
S6: Business Continuity and Disaster Recovery	
S7: Continuous Improvement	X
S8: Guarantee	
S9: MOD Terms	

Part B – Additional Clauses

Guidance Note: Tick any applicable boxes below

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

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 will 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 will 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.

Please see Annex 1 ‘Call Off Terms and RM6100 Additional/Alternative Schedules and Clauses’ to this Contract.

Additional Schedule S4 (Staff Transfer): See Additional Clauses in Annex 1

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 will apply to this contract below.



Crown
Commercial
Service

Section D

Supplier Response – See Annex 2 of Attachment 1 Service Specification

Commercially Sensitive information

REDACTED



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
Job role/title	
Signature	
Date	

For and on behalf of the Buyer

Name	REDACTED
Job role/title	
Signature	
Date	



Attachment 1 – Services Specification

Services Specification – Statement of Work (SOW)

The Parties agree that the Services to be provided to the Buyer by the Supplier will be as defined in the relevant Statement of Work (“SOW”) and any specific terms and conditions relating to such Services and the detailed scope of such Services will be set out and agreed in SOWs to be signed by the Parties from time to time under this Contract.

The proposed SOW template will be in the form agreed from time to time and identify each SOW as being made hereunder and as per the proforma in Annex 1 of this Attachment 1 schedule or otherwise agreed from time to time.

Unless otherwise set out in such SOW(s), the terms of this Contract will apply to each SOW unamended.

Each SOW will come into force on the date set out in such SOW and, unless otherwise set out in such SOW, will be effective for the duration set out in such SOW notwithstanding the earlier expiry or termination of any other SOW.

Where the Customer is entitled to terminate the Call Off Contract pursuant to clause 35.1 (Buyer Termination Rights), all SOWs will also be deemed terminated and the Supplier’s obligation to provide the Services under the Call Off Contract and all SOWs will end on the date in the Termination Notice, unless otherwise agreed by the Parties in writing.

Exit Management services will be as agreed and set out in any relevant SOW.

Where the Supplier has existing supply chain procedures the Buyer accepts that in line with clause 39.4 that a Sub Contractor opportunity is not required to be advertised on Contracts Finder.



Data Services & Analytics (DSA)

C22147 DSA Data Engineering Services

Background and Requirements

BACKGROUND

1.1 The Home Office

The Home Office [Digital, Data and Technology Strategy](#) describes the vision of being a data-enabled government department. The vision is that the department's data will be integrated, well-managed, shared and will enable innovative technical approaches to handle immigration, passports, crime and security data. In this section where DdaT, DSA or Home Office is referred will mean 'the Buyer'

1.2 Digital Data & Technology (DdaT)

Home Office Digital, Data & Technology (DdaT) support the Home Office vision through being a government-leading digital department with in-house specialist skills, which builds solutions for the rest of the Home Office that will enable its objectives.

DdaT supports the Home Office Digital Strategy by ensuring that:

- the data the department holds is used effectively and appropriately.
- the opportunities for insight gained from this data are maximised, underpinning transformation within operational business areas; and
- there is a single point of accountability for all matters relating to IT.

[Home Office DdaT 2024 Strategy Report \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)

1.3 Data Service & Analytics (DSA)

Data Services & Analytics (DSA) is a DdaT portfolio that delivers data analytic, data matching and data insight services, and leads the use of data within the Home Office. Its strategic vision is to be "Recognised as the leading provider of data insight services in Government". To enable this, DSA provides a platform for consolidated, matched data, and provides services on this platform delivered across the Home Office.

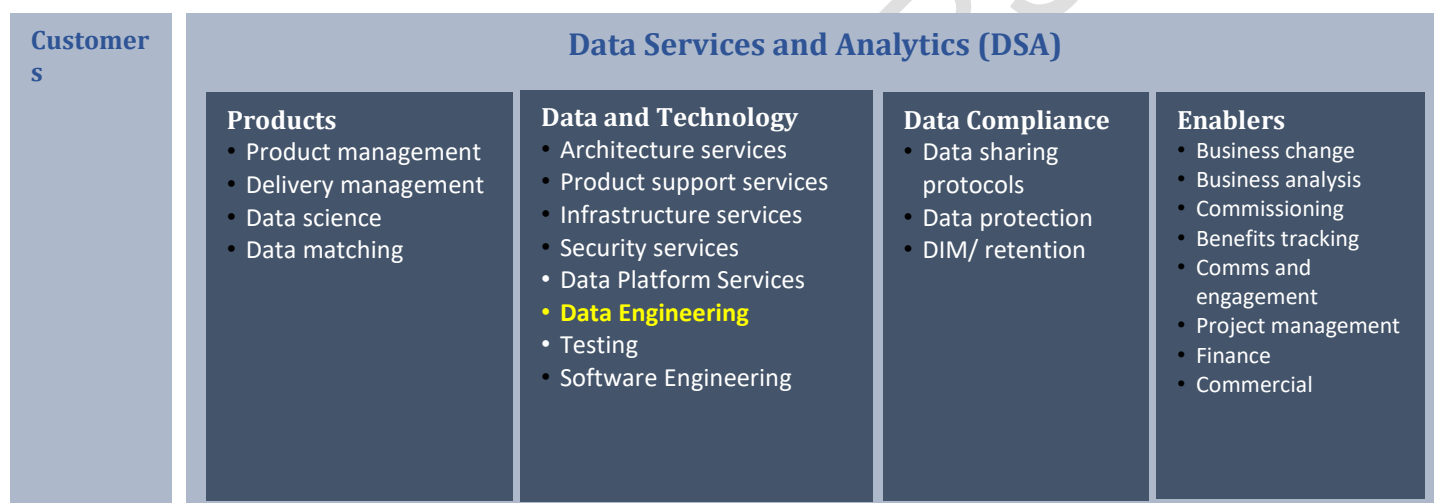
DSA has led the way in professionalising our approach to the acquisition and analysis of data, promoting dynamic insight-led and evidence-based decision-making tools and



techniques. This approach, making best use of Home Office data, is critical to the Home Office's transformation and cost-saving goals. The solutions developed are in line with Government Digital Strategy (GDS) and with the Home Office Data and Digital strategies. DSA has grown from a 'proof-of-concept' to a unit delivering critical live services. Its products are in the process of transforming from bespoke, monolithic applications serving a single customer to general-purpose, componentised products serving multiple customers.

The existing service team is comprised of Civil Servants and professional support from incumbent commercial Suppliers. The high-level structure of the organisation is as shown:

Figure 1. DSA Organisation

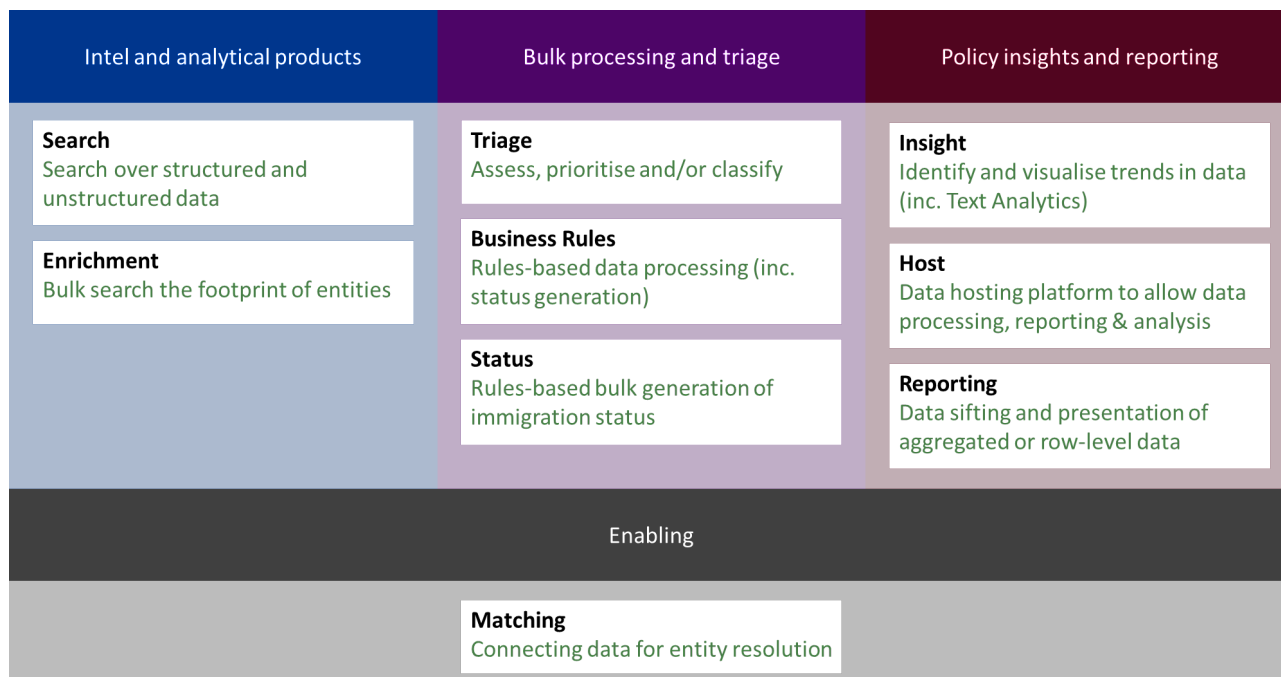


1.4 DSA Products

DSA supplies a range of complex, critical live data services to various parts of the Home Office. Broadly these fit into three categories – those that support intelligence and analytical work, those that support the processing of casework, and those that deliver policy insights or reporting.

A summary is shown overleaf: These products are at a range of maturity stages according to the GDS definition of alpha, beta and live, and operate at a range of scales.

Figure 2. DSA Product Scope



The services currently run from a mixture of cloud hosted environments a physical on-premise data centre. A project to complete the migration of data centre products to the cloud is currently ongoing.

DSA cloud data platforms and products are hosted in Home Office AWS environments in the UK/London AWS region, with numerous resources deployed and configured across a variety of AWS IaaS, PaaS, SaaS cloud services, and bespoke cloud-native (containerised) microservices deployed and running on the Home Office Application Container Platform (ACP) and a managed Kubernetes platform with DevOps services.

1.5 DSA Data Platform and Engineering Services

DSA Data Platform and Engineering Services provides services to Home Office, as well as wider government customers and both project development, build & support services to internal DSA teams.

DSA Data Platform and Engineering Services sits within the **Data and Technology** tower within DSA and spans Product Support Services (Service Desk & Service Management operations) which is primarily civil servants, Infrastructure Services, Security Services, Data Platform Services & Data Engineering.



Figure 3: DSA Platform and Engineering Services Structure

- **Product Support Services (PSS)** delivers service management services to the whole of DSA and are primarily staffed by Home Office civil servants, covering Incident, problem, Change Release & access and service fulfilment services. PSS work with the DPS to ensure delivery of all service management services to any SLAs, XLAs and OLAs specified.
- **Infrastructure & Cloud Optimisation Services (ICOS)** delivers core DSA cloud environments, governance and continual cost optimisation for Platform Services
- **Security Services (SS)** ensures all DSA platforms and services are safe, secure and compliant for all DSA services
- **Data Platform Services (DPS)** is a fully integrated service that provides level 2 and 3 product and data platform support, DevOps, DataOps, DBA, Site Reliability Engineering (SRE) and core engineering services for DSA services Home Office, Other Government Department customers. DPS delivers a core data platform and integrated enterprise service that Data Engineering and DSA products can use. There is a need for clear hand-offs between these services to enable both live service support and developmental services to work alongside and deliver both service types efficiently and effectively.
- **Data Engineering (DE)** uses the core data platform to deliver data pipelines and data integration services for DSA Products, Data Science
NB: Data Matching, separate to DP&ES, delivers and use core big data platform products as part of the overall Data Engineering delivery.

Maturing our service offerings must happen rapidly so we are ready for supporting our customers through robust, where required SLA agreements, as soon as possible and expanding over the 2+ years contract lifecycle. We also need to complete this for internal DSA customers too.



DSA is expanding and changing rapidly and the recent DSA Transformation Programme seeks to coalesce the different DSA areas into more seamless end-to-end services for the delivery of products and services to the rest of the Home Office in an agile and highly proficient way.

There is still fragmentation in the individual services, yet we have matured very quickly over the last 2 years. There is still more work to do to become a single engineering service interface to the rest of DSA for both projects, changes and comprehensive support services.

There is an overall demanding objective too of, where possible, transitioning more technical and specialist services to full time Home Office staff. This has already begun as part of both DSA and wider DdaT initiatives.

Larger, more complex and comprehensive customer solutions and requirements are being demanded of the engineering services and these need to be quickly understood and the step change required to support these customers' needs to be planned for.

The Structure for Data Platform Services joins many of the remaining services together into one core engineering team delivering end to end solutions whether projects, enhancements, change, maintenance or incident resolution. It also brings together the full lifecycle support capability, from initial build, configuration and provision to end of life and decommissioning. The skills, expertise and remit allow the engineering teams to fully support product delivery. An appropriate governance structure underpins the operation.



Background and Context

Data Platform and Engineering

- **Product Support Services**
 - Service Lifecycle Governance
- **Data Platform Services**
 - Core Platform Evolution (CDLZ, FDP, ++)
 - Data Operations
 - Support & Operations
 - Product Delivery Support
- **Infrastructure Optimisation**
 - Infrastructure management
 - Security Management
- **Data Engineering**
 - EZE core data pipeline development
 - Data integration services
 - Data pipelines for Products / Analytics
- **Security**
 - Security Management

Digital, Data
& Technology



Home Office

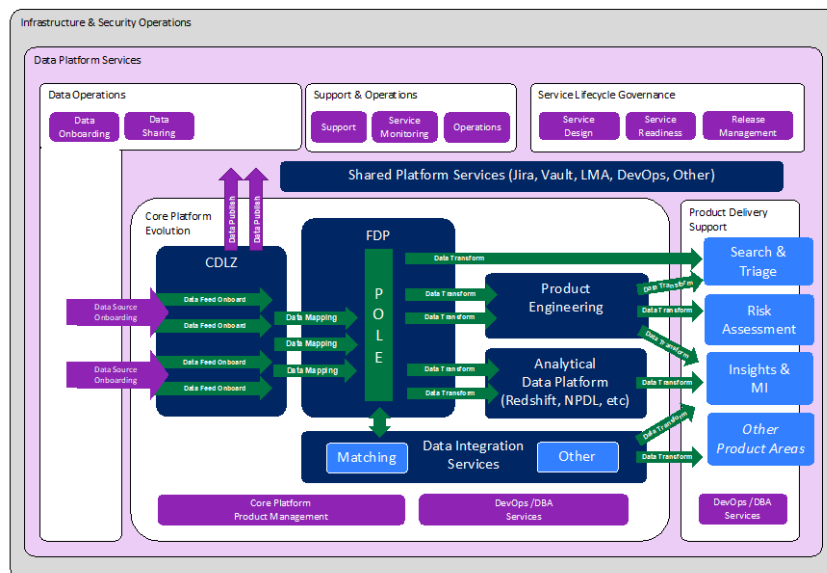


Figure 4: DSA Future State



DSA DATA ENGINEERING SERVICES

The Data Engineering function within DSA is built around a bespoke Java based platform, collectively comprising two core elements, both hosted in AWS:

- 1) REDACTED.
- 2) REDACTED

At the time of writing these requirements (Mar 2022) DSA is in the process of migrating all services and data away from an on-premises data platform comprising COTS SAS tooling for ETL of the data feeds and a Pivotal Greenplum analytical data store for data exploitation. Support and engineering of the legacy platform does not form part of the contract offering but prospective Suppliers may be required to liaise with the legacy teams to support migration activities.

Data Engineering is the “front door” to all of DSAs’ product and service offerings and is therefore a high profile and mission critical capability that must fulfil three primary roles:

- **Ensure** existing regular data ingests are made available to downstream services within the agreed SLA’s. These include both regular batched data feeds (weekly, monthly receipt etc) and near to real time streamed feeds from source systems.
- **Undertake** analysis and engineering of new data sources as required to ensure an optimal fit with downstream product and service requirements and create data pipelines that fulfil business needs.
- **Provide** a pool of data engineering resource to DSA that delivers a design, build and data advisory capability for data products. These could include *product specific* data engineering components in the cloud or development of common product/pipeline product/service agnostic capability.

Working closely with the data matching, infrastructure and platform teams, the data engineering team takes an agile approach, to deliver prioritised work packages in line with the data engineering and product roadmaps. Typically, this will include but is not limited to: performance improvement, data profiling, data mapping and modelling, creating data pipelines, data consultancy, development to enable other DSA products in cloud transition and creation of bespoke data engineering components in the cloud. The data engineering team work closely with other specialists and our customers to deliver all aspects of the product lifecycle, from problem scoping and solution development through to testing, scaling up and industrialising live services. The existing team is comprised of civil servants and professional support from incumbent commercial Suppliers.



1. SERVICE SCOPE – DATA ENGINEERING SERVICE

The Supplier is expected to meet the following criteria.

Service Coverage

The data engineering service is primarily a design, develop, deploy service where most of the operational responsibilities for break fix and service restoration responsibilities will lie with the Data Platform Services Data Operations team.

The supplier will provide the Services from 09:00 hrs to 17:00 hrs Monday to Friday excluding public and bank holidays.

The Services will not require extended hours support.

Data Engineering Service Detailed Requirements

The scope of the Data Engineering Services

- End to end data pipeline design and build across CDLZ and FDP
- Provision of a pool of data engineering resources to be deployed across DSA to support product, application and data integration teams
- Civil Servant training, upskilling and knowledge transfer
- Reengineering of existing pipelines as business or upstream data provider changes dictate
- Design and build of product specific capability in the cloud external to the key data platforms of CDLZ and FDP.
- Development of tooling to support design, build and deployment

Out of scope Services.

A separate Platform Services contract is being implemented which will establish a team responsible for all liaison with external data providers and in undertaking a basic triage of the data and obtaining test/sample data for analysis by the Data Engineering team.

Similarly the Platform Service contract will provide all supplier Devops resources required to deliver a service to DSA.

In Scope



Reference ID	Requirement	Supplier Response
DEO002	The Supplier will provide a pool of data engineering resources to be deployed across DSA to support product, application and data integration teams	SUPPLIER RESPONSE REDACTED FOR ALL SECTIONS
DEO003	The Supplier will train and upskill buyer personnel to undertake some of the current Supplier responsibilities.	
DEO004	The Supplier will design and build product specific capability in the cloud as requested by the Buyer .	
DEO005	The Supplier will develop tooling to support design, build and deployment.	
DEO006	The Supplier will provide data triage and profiling services to facilitate data modelling, mapping so that DSA can extract maximum value from its data assets.	
DEO007	The Supplier will reengineer existing pipelines as business or upstream data provider changes dictate.	

Data Pipelines

The Data Engineering service has the primary responsibility of providing an end to end pipeline build capability on DSA's AWS hosted CDLZ and FDP platforms. The data engineering service needs to flex as demand for new data sources becomes necessary to support business objectives. The anticipated number and complexity of data ingests to be reflected in statements of work.

Reference ID	Requirement	Supplier Response
DP001	The Supplier will ensure that data of the correct quality is delivered to products and services in a timely and predictable manner	
DP002	The Supplier will ensure that data pipelines are robust and reliable	



Upskill and Knowledge Transfer

The Data Engineering team has evolved rapidly over the last two years as the organisation has matured and productionised services onto the AWS platform. The inhouse team is currently heavily dependent on specialist external Supplier services. DSA seeks to build their internal Civil Service capability to fulfil more of these specialist roles and will require the Supplier to design a comprehensive programme of training and knowledge transfer to help achieve this objective.

Reference ID	Requirement	Supplier Response
UKT 001	The Supplier will design and deliver a comprehensive programme of training and knowledge transfer to Buyer inhouse personnel	
UKT 002	The Supplier will create training material and programme of activities to enable the Buyer to replace Supplier Staff with Buyer personnel	
UKT 003	The Supplier will work with current and future Buyer staff to build internal knowledge and skills in running the data engineering service. This will include knowledge transfer through documentation, training and knowledge-share sessions.	
UKT 004	The Supplier will contribute to both internal documentation of techniques, tools and delivered products and, where authorised, prepare core code and documentation for sharing on public and/or cross-government collaboration platforms	
UKT 005	The Supplier will regularly review and develop core code-bases for data preparation, including production of documentation and dissemination of improvements to the wider team.	



	<ul style="list-style-type: none">a. on-going monitoring of deployed capability for DSA products and support to users.b. Quality Assurance of all work within area of responsibility, including consideration of ethical and data protection issues.c. identify and create opportunities for knowledge transfer both within Data Engineering and for the wider DSA team.d. an agile, adaptable and flexible approach to completing tasks.e. providing consultancy to and representation for the Data Manager at various customer and internal meetings.f. Work with various architects (solution, service, enterprise, etc) to help shape emerging solutions and delivery roadmaps.	
UKT 006	The Supplier will build on existing training capability that has been developed through the creation of sample command adaptors that facilitate hands on experience of the coding required to build this important pipeline component.	
UKT 007	The Supplier will provide a searchable, collaborative capability for capturing and maintaining key Data Engineering knowledge (best	



	practice, principles guidance, decision rationale, project and Data Engineering artefacts).	
UKT 008	The Supplier will commit to sharing of lessons learned from designing and building the ETL pipelines and tooling and bespoke data engineering products.	

Collaboration

Reference ID	Requirement	Supplier Response
COLL 001	The Supplier will be required to sign a collaboration agreement.	

Responding to Change

As the DSA data estate grows and matures it is expected that the volume of re-engineering of existing data pipeline will also grow. Change in the source data particularly the source structure will need to be reflected in the existing mappings and data pipeline components. As data products mature and develop they may also require changes to be reflected in the pipelines.

Reference ID	Requirement	Supplier Response
CNG001	The Supplier will ensure product and service stability is maintained whilst reengineering activities are undertaken	
CNG002	The Supplier will work with the Buyer product teams to ensure minimal disruption whilst engineering activities are being conducted.	
CNG003	The Supplier will ensure that interaction between the data pipelines and core CDLZ/FDP componentry is designed in such a way as to minimise disruption and ensure that components are where possible loosely coupled	



Data Engineering as a Service

Data engineering as a service is a concept that DSA are undertaking as part of the target operating model which is currently being developed. This approach means the current view of siloed teams and resource deployment will be challenged. The Data Engineering service will therefore be providing capability to other DSA teams; Product, Application Engineering and Data Integration teams.

Reference ID	Requirement	Supplier Response
DEAS001	The Supplier will promote data engineering as a discipline across multiple teams leading to more efficient use of data engineering resources and provide more dedicated resource where it is needed.	

Data Engineering Products

REDACTED

Reference ID	Requirement	Supplier Response
DEP001	The Supplier will work with the product teams to plan the migrations, design, build and operationalise components to facilitate products operating from the cloud	
DEP002	The Supplier will build a number of transitional product architectures to mature the capability in the cloud	
DEP003	The Supplier will provide expertise in AWS cloud hosting to utilise AWS native capability.	
DEP004	The Supplier where it is not possible to use native capability will provide relevant coding/developer expertise to build bespoke capability. (Python, Java and SQL are the key skills required).	



Tooling and Automation

The Data Engineering function has a key role to play in developing the tooling capability required to support optimal deployment, design and build of DSA products.

Reference ID	Requirement	Supplier Response
TAA001	The Supplier will assist the Buyer to create tooling that is fully supportable and deployed to the AWS environments	
TAA002	The Supplier will support and further develop Buyer bespoke tooling	
TAA003	The Supplier will facilitate faster development of capability and where possible introduce automation of regularly performed activities.	

General Requirements

Reference ID	Requirement	Supplier Response
GEN001	<p>The Supplier will provide views on approaches to assure delivery of outcomes, and successful delivery outcomes and demonstrate extensive experience of successful delivery of:</p> <ul style="list-style-type: none">○ projects, incorporating the whole project lifecycle, in an agile environment○ working in a secure environment handling sensitive data○ manage and drive value for money across the Services provision○ succession and capability planning expertise, including the ability to scale up the team with suitable skilled resource to meet demand	



	within a short timeframe if requested	
GEN002	The Supplier will commit to a successful, long term partnership and achievement of the Home Office objectives, including continuous knowledge transfer to HO staff	
GEN003	The Supplier will fit seamlessly into a multi-Supplier environment on a large and complex programme	
GEN004	The Supplier will ensure all personnel hold or are prepared to undergo security clearance to SC level	
GEN005	The Supplier will commit to Home Office values, including valuing diversity and inclusion	
GEN006	The Supplier will sign and work in accordance with the Collaboration Agreement set out in the Call Off Contract	
GEN007	The Supplier will conduct standard activities such as planning, measuring and reporting; management of risks, issues and dependencies; change management; product assurance; general quality assurance and other governance processes and that these processes should align with and be part of standard DSA governance procedures.	
GEN008	The Supplier will support continuous improvement of the programme, supported by monitoring and constantly striving to improve the quality and pace of programme delivery.	
GEN009	The Supplier will be responsible for resolution of changes and issues in the existing and future solutions in the timeframes required by the Buyer.	



GEN010	The Supplier will commit to regularly sharing lessons learned with the Buyer.	
GEN011	The Supplier will be required to work seamlessly in a multi-Supplier environment on a large and complex programme	
GEN012	The Supplier will engage with key partners, programmes and stakeholders as necessary.	
GEN013	The Supplier will adhere to Programme, Home Office and GDS standards and governance processes and policies as published on Confluence.	
GEN014	The Supplier will use the Programme's documentation and collaborative tooling (e.g. Confluence & Jira), continuous integration (e.g. Drone, Jenkins, Git, Stash) toolsets and other shared service applications. All Supplier personnel will be required to sign and abide by an End User / SyOps Agreement to access the DSA. Environment tools and access the Programme tools via non-Home Office devices (where applicable).	
GEN015	The Supplier will assure all deliverables and products against the logical and physical architectures and environment designs in accordance with the Home Office Assurance and Approvals procedure.	
GEN016	The Supplier will familiarise themselves and adhere to the Home Office policies on anti-bullying and diversity.	
GEN017	The core Service will be located at the Home Office's Croydon offices. Office location space is limited within the Home Office and, in general, the Supplier should assume	



	working from their own offices and/or, where appropriate, virtually (e.g., from home). From time to time, there will be a mandated requirement to attend specific locations for delivery – e.g., if a dataset has handling requirements which demand that users must be based from recognised Home Office locations.	
GEN018	The Supplier will develop strong collaborate working relationships with existing Buyer portfolio teams and with other Buyer Suppliers supporting the Home Office DSA.	
GEN019	The Supplier will provide an established team who have a good working relationship where team members are self-starters, self-managing and can work at pace.	
GEN020	The Supplier will provide a team that drives ongoing tooling/process innovation, exploring industry improvements; making operational efficiencies and can demonstrate a reduction in costs.	
GEN021	The Supplier will have experience and the ability to manage and drive value for money for our customers.	
GEN022	<p>The Supplier will provide succession and capability planning, including:</p> <ul style="list-style-type: none">○ the ability to scale up and down the team with suitable skilled resource to meet demand within a reasonable timeframe (typically at least one month's notice will be provided).○ ongoing support, training, upskilling & transition of skills and techniques to Sparta Global or similar junior and civil service DevOps &	



	<p>DataOps Engineers, DBAs and technical Service Management staff.</p> <ul style="list-style-type: none">○ Ongoing documentation during the term of the contract and knowledge transfer to successors as identified / informed by the Home Office.	
GEN023	<p>The Supplier will plan and implement a comprehensive transition plan as part of pre-contract start work, with detailed steps it will take to successfully onboard resources, transfer knowledge and understand the skill sets required for quickly establishing capability and delivery in all areas of the requirement by the end of the 3 month mobilisation period.</p>	
GEN024	<p>The Supplier will provide a comprehensive, interactive and proactive reporting service:</p> <ul style="list-style-type: none">• A weekly reporting service to the DSA Head of Data Engineering and DSA Head of Platform Services, including a summary of progress against SoW milestones, key issues, risks and dependencies, running total of spend to date, details of where effort has been spent on BAU activities or change controls resulting from external teams and resource allocation across key objectives.• Fortnightly reporting to the Head of Data Engineering, Director of DSA and others that details delivery status against SoW milestones and any significant risks or issues.	



	<ul style="list-style-type: none">Monthly review of progress with both the DSA Commercial Lead and Head of Data Engineering. To include senior Supplier representation and the Supplier delivery lead.Ad hoc reporting on key areas, especially incidents and products, project and programme updates	
GEN025	The Supplier will be expected to participate in and contribute to a DSA wide initiative to build a portfolio Kanban view covering the key activities of all teams contributing to the development of DSAs core platforms and services.	

...

Technical Requirements

Reference ID	Requirement	Supplier Response
TECH001	The Supplier will recommend and contribute to the continuous improvement and continuous delivery of solutions to enhance data pipelines	
TECH002	The Supplier will demonstrate strong leadership skills with accountability for the Data Engineering Service, particularly for the resilience, robustness and reliability of the data pipelines	
TECH003	The Supplier will have experience in deployment capability using industry standard CI/CD tooling and technology including but not limited to Drone, Terraform, Jenkins, Cucumber.	
TECH004	The Supplier will provide expertise in Source Code management, Artefact Binary Management and Test Automation tooling including	



	GitHub, GitLab, Artifactory and other industry standard tooling.	
TECH005	The Supplier will Implement designs enterprise-class data governance, data protection and data security in compliance with industry standards including ISO-27k. The Supplier will further work to all advice and guidance forthcoming from DSA's Security Function.	
TECH006	Not Used	
TECH007	The Supplier will build and deploy applications within the Home Office (ACP) Application Container Platform, a managed Kubernetes platform on AWS	
TECH008	The Supplier will be responsible for recording solutions and documenting them in Buyer repositories.	
TECH009	<p>The Supplier will provide expert knowledge of building data pipelines using native AWS services including but not limited to.</p> <ul style="list-style-type: none">• AWS Redshift• AWS Glue• AWS Step Functions• AWS Athena• AWS S3• AWS EC2• AWS SQS• AWS RDS• AWS DMS• AWS MSK• AWS Athena• AWS Cloudwatch• Redis, specifically using AWS ElastiCache	
TECH010	The Supplier will have extensive experience of transforming raw data sources to conform to AVRO and Parquet formats.	



TECH011	The Supplier will have expertise in building and deploying capability to AWS using Python , specifically using pyspark and pytest.	
TECH012	The Supplier will have expertise in building and deploying capability to AWS using Java , specifically Spring Boot, Maven, Java 11, Camel	
TECH013	The Supplier will have expertise building cloud based solutions on Kafka, specifically using AWS MSK, Kafka Streams API, Kafka Connect, Schema Registry	
TECH014	The Supplier will have expertise in integrating data pipelines with a number of database architectures, including but not limited to Oracle, SQLServer, PostGreSQL, AWS RDS	
TECH015	The Supplier will have expertise in building capability using industry standard scripting tools, particularly NodeJS and ReactJS	
TECH016	The Supplier will have expertise in building, deploying and troubleshooting containerised applications in Docker deploying to the container orchestration platform Kubernetes	
TECH017	The Supplier will have significant data analysis, mapping and modelling experience. The Supplier will work with highly complex data and create entity relationship models that will facilitate mapping data entities to corporate POLE/S (party, object, location, event and service) models.	
TECH018	The Supplier will have extensive and in-depth expertise in writing and executing both simple and complex SQL queries.	



TECH019	The Supplier will design and implement de-duplication logic in data feeds.	
TECH020	The Supplier will have expertise in integrating data transformation logic into data pipelines to 1) limit the need for downstream transformation or 2) create specific outcomes from targeted data products.	
TECH021	The Supplier will have expertise in job scheduling and orchestration within large scale cloud hosted ETL environments.	
TECH022	The Supplier will develop and support event-driven data pipeline systems covering streaming, micro-batch and bulk processing architectures patterns	
TECH023	The Supplier will develop and support cloud-native microservice applications	
TECH024	The Supplier will have expertise in highly scalable, resilient and secure Web Services deployments, including REST and SOAP	
TECH025	The Supplier will have expertise in the design and development of highly resilient distributed stream processing solutions using industry best practice architecture and patterns including Domain Driven Design, Event Sourcing and Command Query Response Segmentation (CQRS).	

Strategic Requirements

- The Supplier will be responsible for providing strong Data Engineering leadership capability.



Reference ID	Requirement	Supplier Response
STRAT001	The Supplier will be required to support a centralised data engineering function, working with large-scale (multi-terabyte) data repositories including sensitive data with strict security access and processes, including supporting the engineering of critical real-time carrier and other data feeds	
STRAT002	The Supplier will ensure that minor changes and service improvements are undertaken as required and completed within mutually agreed timescales.	
STRAT003	The Supplier will work closely with the Platform Services Operational teams to ensure that optimal LMA (logging monitoring and alerting) capability is built into deployed solutions. The Supplier will have expertise in delivering the requirement in AWS environments.	
STRAT004	The Supplier will provide support for the transition of services to Cloud environments. These will include consultancy in relation to data equivalency when data is sourced from both legacy and new platforms, building new capability, and consultancy to product teams for how to transition to AWS.	
STRAT005	The Supplier will provide in depth knowledge on implementation of services across multiple technical teams enhancing collaboration between teams DSA. This leadership will include both technical consultancy in relation to the data pipelines and in recommending optimised processes across the Data Engineering domain.	
STRAT006	The Supplier will provide Programme & Architecture	



	governance across the Data Engineering domain	
STRAT007	The Supplier will provide Demand and Change Management functions pertaining to the Data Engineering domain.	
STRAT008	The Supplier will proactively deliver a re-use and convergence agenda in collaboration across DSA.	
STRAT009	The Supplier will drive ongoing innovation and continuously look to industry improvements to make operational efficiencies and reduce costs.	
STRAT010	The Supplier will support the Buyer in obtaining approval of all new data engineering initiatives through the Home Office TDA (where introducing new technology or unproven techniques) and will provide representation to TDA meetings when required.	
STRAT011	REDACTED	
STRAT012	REDACTED	
STRAT013	The Supplier will ensure all Buyer Data Engineering products and pipelines adhere to DSA, DdaT and wider Gov target architectures	

Data Analysis

The Supplier will provide the following Services:-

Reference ID	Requirement	Supplier Response
ANAL001	The Supplier will provide a service to extract, transform and load data for downstream data analysis purposes. (both bulk and streamed)	



ANAO002	The Supplier will provide continuous improvement services and fine tuning the data ingest process to enable users to better find insights more quickly.	
ANAO003	The Supplier will conduct initial analysis of new data sources to identify data structure, creation of data models (ER diagrams), identification of key data entities leading to the development of mapping entities to our corporate POLES (party, object, location, event and Service) models.	
ANAO004	REDACTED	
ANAO005	The Supplier will develop a set of data quality and data profiling initiatives to assist in improving data received by the Buyer.	
ANAO006	The Supplier will identify the most efficient process to transform data (single source or multiple sources) to achieve a specific outcome.	
ANAO007	The Supplier will work with other Buyer teams and Product and Service Delivery managers to articulate team capacity for work, prioritisation of activity and dependency management with the DE team.	
ANAO008	The Supplier will analyse product or customer demand to identify whether a solution will require bespoke data engineering products to be designed and built.	
ANAO009	REDACTED	
ANAO010	The Supplier will Identify the key attributes of the data/data pipelines that need to feed into the design and implementation of LMA (logging, monitoring and alerting).	
ANAO011	The Supplier will support the re-engineering of existing ETL jobs to	



	facilitate migration away from the current in-house capability.	
--	---	--

Design & Implementation

Reference ID	Requirement	Supplier Response
DIM001	REDACTED	
DIM002	The Supplier will assist in further development of the data models currently in use and particularly in changes to the corporate POLE / POLES models.	
DIM003	The Supplier will develop robust and repeatable automated processes for new data sources.	
DIM004	The Supplier will be design and implement tooling to assist data analysis, pipeline build, test automation and products development/deployment.	
DIM005	The Supplier will work with Buyer architects and other Supplier teams to provide input to the design process and roadmaps for the ETL platform	
DIM006	The Supplier will create data mapping and modelling output that feeds into engineering projects to ingest new data sources for DSA consumption	
DIM007	REDACTED	
DIM008	REDACTED	
DIM009	The Supplier will work with product, data integration and application engineering teams to understand the problem space and create bespoke data engineering components that help to deliver business objectives	
DIM010	The Supplier will provide a modular and methodical approach to develop reusable components.	



DIM011	The Supplier will load structured and unstructured data to the ETL platform received from a variety of source systems and enable data availability to consumers as either POLE output, atomic output or both. It should be expected that data will in varying formats; relational, XML, hierarchical, XLS, CSV etc.	
DIM012	The Supplier will Implement appropriate handling procedures for secure and sensitive data as directed by the Buyer Data Manager, dictated by DPIAs, MOUs or the data responsible owner.	
DIM013	The Supplier will design, build and deploy FDP Command Adaptors to create POLE V2 output for downstream consumption.	
DIM014	The Supplier will fully document all created products and developed processes including scrupulous management of code repos and supporting documentation, run books, read me, 'How To' guides, security documentation where required and handover/signoff documentation to the operational and product teams.	

Problem Solving

Reference ID	Requirement	Supplier Response
PSO001	The Supplier will provide third line support for data ETL pipelines escalated from the operational teams assist the Buyer to create tooling that is fully supportable and deployed to the AWS environments	
PSO002	The Supplier will work with the Buyer including third-party	



	Suppliers to design and build optimal processes and technology solutions to deliver departmental objectives.	
--	--	--

Change Management

Reference ID	Requirement	Supplier Response
CMAN001	The Supplier will assess the impact of change requests.	
CMAN002	The Supplier will plan and manage regular change activities	
CMAN003	The Supplier will where appropriate ensure that the Buyer TLF (tech leads forum) and TDA (technical design authority) are informed of any significant change or departure from established patterns.	
CMAN004	The Supplier will complete data engineering tasks in line with agreed SLAs	
CMAN005	The Supplier will where change needs to be implemented on existing data pipelines ensure minimal disruption to downstream product and services.	

Stakeholder Engagement

Reference ID	Requirement	Supplier Response
STE001	The Supplier will liaise with other parts of Buyer DSA to ensure changes are managed and communicated effectively, ensuring adherence to DSA and DdaT policy for socialising and implementing change.	
STE002	The Supplier will engage with Buyer senior stakeholders and other Home Office Departments to help explain the benefits of the	



	data engineering service and identify opportunities for data engineering to add further value.	
STE003	The Supplier will engage with the analytical community to ensure there is a clear understanding of how data engineering works and its benefits.	
STE004	The Supplier will provide advice to other teams within DSA and more widely to the Home Office in respect of understanding data and the most optimal ways of making it available for downstream consumption.	
STE005	The Supplier will understand the business needs of DSAs management teams to ensure that Data Engineering is providing the optimal service.	
STE006	The Supplier will enable effective sharing of data across Home Office functional areas	
STE007	The Supplier will contribute to a DSA wide Portfolio Kanban view of work.	
STE008	The Supplier will use DSA's version of Jira for creation and management of all tickets.	

Development

Reference ID	Requirement	Supplier Response
DEV001	The Supplier will iterate the data engineering pipeline.	
DEV002	REDACTED	
DEV003	The Supplier will identify, document and deliver enhancements to DSAs ETL pipelines	
DEV004	The Supplier will work with Buyer product managers, the	



	data integration team and the application engineering team to identify and deliver capability enhancements and new data engineering components	
DEV005	The Supplier will develop relevant tooling to automate the design, build and deployment process for data engineering data and data pipeline components.	

Consultancy

Reference ID	Requirement	Supplier Response
CONS001	The Supplier will provide consultancy services in relation to exploiting data for required given results	
CONS002	The Supplier will provide input into service improvement and service transition initiatives.	
CONS003	The Supplier will provide best practice consultancy for cloud based ETL	
CONS004	The Supplier will contribute to and assist Buyer data scientists and analysts in completing robust analytical processes.	
CONS005	The Supplier will provide data engineering Supplier Staff across DSA including where required to support product, data integration and application engineering teams.	
CONS006	The Supplier will provide consultancy in relation to data adoption and cloud transition initiatives.	

Exiting Supplier Buyer Support



The Supplier will on request support the Buyer's exit team with the following

Reference ID	Requirement	Supplier Response
ESB001	The Supplier will on request by the Buyer review the documentation handed over as part of the Exit by the Exiting Supplier to ensure the documentation is sufficiently detailed to enable the staff of a Replacement Supplier and/or the Buyer to acquire the necessary understanding of how the exiting Supplier provides the Services.	
ESB002	The Supplier will support the Buyer with the review of all Exit Plans and will notify the Exiting Supplier of any suggested revisions to the Exit Plan	
ESB003	The Supplier will maintain a register of all of the assets, detailing their ownership and status as either exclusive assets or non-exclusive assets and the Net Book Value of such assets, detailing all sub-contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services, such that asset ownership and value can be calculated as part of the exit arrangements.	
ESB004	The Supplier will work with the appointed Exiting Supplier's Exit Manager on all issues relevant to the Exit and the Exiting Supplier's termination.	Compliant



Crown
Commercial
Service

REDACTED VERSION



Exit Management

Outsourced arrangements are often at the core of a Buyer's business, given their long-term nature and the increasing trend to outsource business-critical functions. As a result, retaining the flexibility to transition smoothly between suppliers and solutions, while ensuring continuity and quality of service is critical, and having effective exit arrangements in place to provide this flexibility is an important part of any customer's longer-term outsourcing strategy.

The Buyer will retain the Exit Management function; however the Buyer will require an element of support from the Supplier in order to carry out and discharge their responsibility. This section sets out the extent of support that the Supplier will need to provide to the Buyer

Exit Governance

The Supplier will support the Buyer's exit team with the following

Reference ID	Requirement	Supplier Response
EGOV001	The Supplier will define exit management governance and have this endorsed by the Buyer's exit team.	
EGOV002	The Supplier will cascade the exit management governance to all parties involved with the Exit agree meeting attendees, agendas & frequency and set up meetings as set out in the exit management governance.	
EGOV003	The Supplier will work with the Buyer in defining a resource plan and a business case to help the Buyer understand and endorse additional resource requirements necessary to carry out customer obligations within the exit plan	



Reference ID	Requirement	Supplier Response
EGOV004	The Supplier will identify risks and issues associated with each Exit work stream and track to a conclusion on behalf of the Buyer.	
EGOV005	The Supplier will educate all parties of security, confidentiality, audit and exit / transition governance with which they must comply	

Exit Preparation

The Supplier will on request support the Buyer's exit team

Reference ID	Requirement	Supplier Response
EPRE001	The Supplier will identify risks and issues associated with each work stream and track within an agreed management tool	
EPRE002	The Supplier will obtain a list of the outgoing supplier staff authorised to access Buyer locations	
EPRE003	The Supplier will provide a list of software, scripts, tools or command procedures used by the outgoing supplier to perform the services being terminated	
EPRE004	The Supplier will provide a list of processes, standards, procedures, manuals and any associated reference material that are employed by the	



Reference ID	Requirement	Supplier Response
	outbound supplier to provision services being terminated	
EPRE005	The Supplier will provide a list of all in-flight projects and changes scheduled during termination period	
EPRE006	The Supplier will provide a list of resolver groups in operation who provide the services being terminated.	
EPRE007	The Supplier will provide a list of existing known errors	
EPRE008	The Supplier will provide a list of open problems pertaining to the services being terminated	
EPRE009	The Supplier will provide a full list of assets wholly owned by the Buyer in the possession of the outgoing supplier	
EPRE010	The Supplier will identify all third-party contracts and licences owned or operated by the outgoing supplier group into those that are transferable (with associated costs) and those that are not. For those that are not, the outgoing supplier will work with the Buyer and the Replacement Support to identify an alternative	
EPRE011	The Supplier will plan for removal of all outbound supplier external interfaces with Buyer systems according to risk and service provisions	
EPRE012	The Supplier will commence transition planning with the Replacement Supplier	



Reference ID	Requirement	Supplier Response
EPRE013	The Supplier will identify Buyer roles and activities to be performed and delivered by the Replacement Supplier (possible TUPE)	
EPRE014	The Supplier will provide any relevant documentation in relation to transferable contracts/licences as required by the Replacement Supplier	
EPRE015	The Supplier will discuss with the Replacement Supplier resource requirements to enable the Services to continue uninterrupted.	
EPRE016	The Supplier will agree knowledge transfer and education mechanisms between outgoing supplier and the Replacement Supplier.	
EPRE017	The Supplier will agree with the Buyer the scope of termination (which services) and agree objectives, timescale & contractual obligations	
EPRE018	The Supplier will identify geographic locations that are acceptable to both the Buyer and Replacement Supplier to perform knowledge transfer transition tasks	
EPRE019	The Supplier will define and agree the process to transition transferable contracts/licences to the Replacement Supplier	
EPRE020	The Supplier will define and agree outgoing supplier resource requirements	



Reference ID	Requirement	Supplier Response
	(assuming Replacement Supplier resource requirement are already agreed as part of contract). These must, at a minimum, meet the outbound suppliers' contractual obligations for termination	
ERP021	NOT USED	
EPRE022	The Supplier will define and agree data/information exchange process between all parties	
EPRE023	The Supplier will define and agree the terms for the transfer of in-house developed software, scripts, tools or command procedures required by the outbound supplier to perform the services being terminated that are not covered by the Buyers IP rights	
EPRE024	The Supplier will agree a date and time for the outgoing supplier to cease providing the Services	
EPRE025	The Supplier will agree a date and time for outbound supplier to vacate occupied space in Buyer offices if applicable	
EPRE026	The Supplier will agree suspension or relaxing of SLA's with the Buyer if applicable reduce outbound suppliers costs	
EPRE027	The Supplier will agree the mechanism to remove or archiving Buyer documents & data held on assets that do not	



Reference ID	Requirement	Supplier Response
	belong to the Buyer and are not transitioning to the Buyer.	
EPRE028	The Supplier will agree knowledge transfer and education mechanisms between the outgoing supplier and Replacement Supplier	
EPRE029	The Supplier will agree a transfer mechanism for in-house developed software, scripts, tools or command procedures required by the outbound supplier to perform the services being terminated either owned or not owned by the Buyer	
EPRE030	The Buyer, outgoing and Replacement Supplier commercial groups will agree any transferable asset values	
EPRE031	The Buyer and outgoing supplier will agree the contents of an exit agreement and intellectual property rights licences agreed between the parties	
EPRE032	The Supplier will agree outgoing costs with the Buyer (assuming Replacement Supplier costs have been include)	
EPRE033	The Supplier will agree the payment schedule with the Buyer for all exit costs and outstanding service invoices.	
EPRE034	The Supplier will review access for outgoing supplier staff and arrange for these to be exited during the appropriate exit phase	



Reference ID	Requirement	Supplier Response
EPRE035	The Supplier will when the scope of exit management has been agreed with the Buyer, plan out the activities agreeing timelines, deliverables and measurement of success / completion – transition planning with the Replacement Supplier	

Service Closure

The Supplier will on request support the Buyer's exit team with the following

Reference ID	Requirement	Supplier Response
SCL001	The Supplier will execute transition plan as agreed with all parties during exit planning	
SCL002	The Supplier will transfer privileged and shared user IDs and passwords where applicable and are still required to support operations of the Buyer environment from the outgoing supplier to the Replacement Supplier.	
SCL003	The Supplier will return all secure access encryption devices at the appropriate exit phase without impacting the continuing delivery of terminating services	
SCL004	The Supplier staff will return all access permits / passes issued by the Buyer for access to Buyer locations	
SCL005	The Supplier staff will vacate Buyer offices as agreed by the Buyer	
SCL006	The Supplier will confirm in writing that all outgoing supplier accesses (both physical and logical) have been removed.	



Exit TUPE

If applicable, the Supplier will support the Buyer's exit team and the Replacement Supplier's Transition team with obtaining the following

Reference ID	Requirement	Supplier Response
TUPE001	Details on posts or proportion of posts expressed as full-time equivalents that currently undertake the work that is to transfer.	
TUPE002	Details to include the applicable job descriptions and organisation charts to demonstrate how the in scope services are structured.	
TUPE003	Details to include the preceding 12 months total pay costs – pay, employee/employer ERNIC and overtime	
TUPE004	Details to include individual redundancy liability	
TUPE005	Details to include additional information about factors that may influence staffing costs.	

DSA Data Engineering Service Transition Requirements

TRANSITION REQUIREMENTS

Overview of Transition Requirements

This section of the document details the high-level requirements and timelines for the transition of the Data Engineering Service from the Incumbent Supplier to the Supplier.

REDACTED



This document does not stipulate the detailed plan structure or line items within the transition and implementation plans but rather outlines some key principles and milestones that apply to the transition.

The transition has been described below as having three key milestones:

M1 – Mobilisation

M2 – Knowledge Transfer; and

M3 – Service Transfer and Adoption

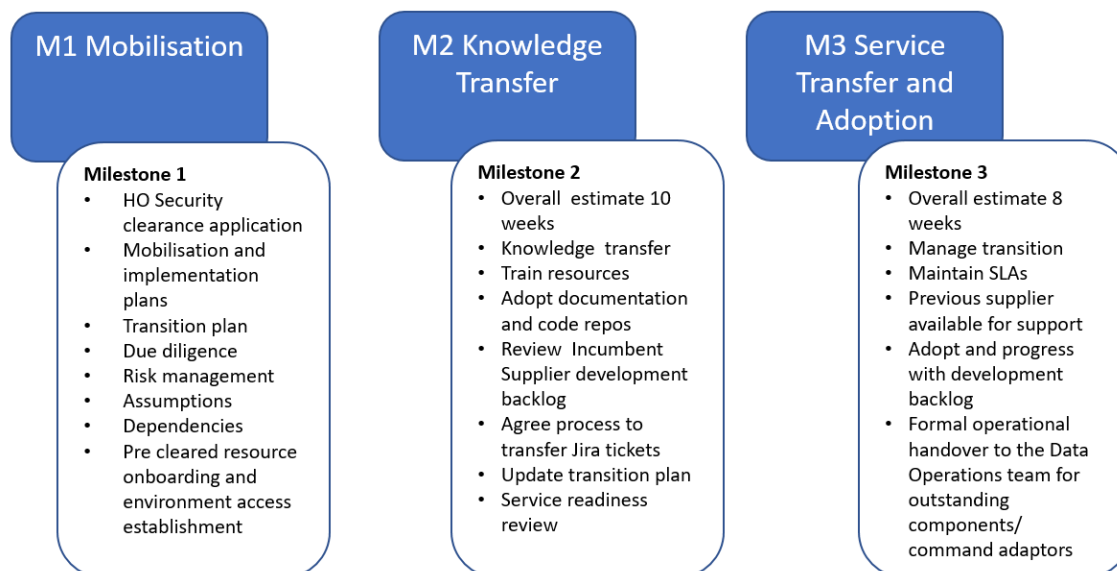


Figure 5 – Overview of Transition requirements

Transition Principles

Principle 1

The Transition of the Services is a one-time activity where the Data Engineering service will be moved from the 'Incumbent Supplier to the Supplier.

Principle 2



The Transition activity must be as seamless as possible with minimal interruption to the Services

Principle 3

The Transition activities will be split into three phases (Mobilisation, Knowledge Transfer, Service Transfer and Adoption). Each phase must be carefully planned with all key activities and timings detailed in the Transition Plan provided by the Successful Supplier.

Principle 4

All tasks and responsibilities during the Transition period will be agreed and documented between the Buyer, the Incumbent Supplier and the Supplier

Principle 5

There will be an overlap period between the Incumbent Supplier where they will be available for advice, queries and any further knowledge transfer. Procedures including shadowing and reverse shadowing will be agreed between the Buyer, the Incumbent Supplier and the Successful Supplier.

Key Milestones	Month 1				Month 2	Month 3	Month 4
	Week 1	Week 2	Week 3	Week 4			
	Security Clearance - DSA Onboarding (non pre cleared staff)						
	Pre cleared staff onboarding			★			
	Pre cleared staff Environment Access			★			
		Agree detailed transition and implementation plans with the Buyer		★			
M1							
M2			Knowledge Transfer			★	
M3						Service Transfer ★	

Figure 6 – Data Engineering Service Transition Timeline

Transition Delivery

Reference ID	Requirement	Supplier Response
TDM001	The Supplier will deliver this component as an outcome-based delivery model	Compliant



TDM002	Within two weeks of contract initiation the Supplier will have available sufficient SC cleared staff covering all the key disciplines required to commence knowledge transfer from the Incumbent Data Engineering Supplier.	
---------------	---	--

Transition Timeline

Reference ID	Requirement	Supplier Response
TRT001	<p>The Supplier will submit a Transition Plan as part of their draft Outline Implementation Plan. The Outline Implementation Plan will include the Milestone timelines set out below.</p> <p>All Supplier staff who hold the required SC clearance at contract commencement should request account creation and DSA onboarding within the first week</p> <p>All staff who do not hold the required SC clearance but are known to the Supplier should request clearance within the first week of contract commencement (if not already requested).</p> <p>The draft transition and implementation plans will be available for Buyer approval by the end of the second week of contract commencement.</p> <p>Transition Milestones M2 and M3 are flexible within the 20-week delivery timeline from the Contract Start Date.</p> <p>The Outline Implementation Plan will reflect the Supplier's duration for each transition stage</p>	



	and any parallel activities. An example timeline is shown above, Figure 2, Data Engineering Service Transition Timeline for each Milestone as an indication of the Buyer's desired duration for Transition activities within the 20-week envelope from the Contract Commencement Date.	
TRT002	The Supplier will complete Milestones M1, M2 and M3 within 20 weeks of the Contract Commencement Date.	
TRT003	The Supplier will ensure that compliance with the Buyer's onboarding activities and personnel security vetting provisions are considered as part of Milestone M1	

Transition Milestone 1: Mobilisation

Reference ID	Requirement	Supplier Response
TMM001	The Supplier will carry out the mobilisation activities within this section as a minimum, which should not be considered exhaustive.	
TMM002	The Supplier will work with the Incumbent Supplier to ensure a seamless transition without interruption to the Buyer's services.	
TMM003	The Supplier will provide resources that meet the Buyer security clearance vetting process. If the resources cannot obtain the necessary security clearance, then it is the responsibility of the Supplier to provide a replacement resource.	



TMM004	The Supplier will provide a resource onboarding plan which will take account of the vetting process to ensure Supplier resources are in place to meet the Buyer timescales.	
TMM005	The Supplier will develop a transition plan (activities, timelines, ownership) in conjunction with the Incumbent Supplier exit plan to enable a seamless transition. This will include transition of capabilities from the Incumbent Supplier.	
TMM06	The Supplier will identify and assess risks (technical, financial, business, project, logistical) and provide an updated Risk Register as part of the successful completion of Milestone M1.	

Transition Milestone 2: Knowledge Transfer

Reference ID	Requirement	Supplier Response
TMKT001	The Supplier will carry out all knowledge transfer activities in to effectively support the data engineering activities.	
TMKT002	The Supplier will develop a knowledge transfer plan and carry out knowledge transfer activities with the Incumbent Supplier.	
TMKT003	The Supplier will ensure Supplier Personnel are fully trained, certified and have an understanding of their roles, responsibilities and actions in respect of knowledge transfer activities	
TMKT004	The Supplier will take responsibility for the collation and collection of all relevant	



	documentation from the Incumbent Supplier and the Buyer such as existing processes, architectural and technical information and update as required to produce a central repository for such documentation as required by the Buyer .	
TMKT005	The Supplier will undertake due diligence on the document repositories and provide remediation report and any plan to remedy, storing on the Buyer tools, provide an index and identify any remediation required.	
TMKT006	The Supplier will provide a RACI (Responsible Accountable Consulted Informed) report in respect of the data engineering service	

Transition Milestone 3: Service Transfer & Adoption

Reference ID	Requirement	Supplier Response
TMTA001	The Supplier will liaise with the Incumbent Supplier for queries and guidance until the successful completion of Milestone M3.	
TMTA002	The Supplier will manage the transition from the Incumbent Supplier and be responsible for ensuring all tasks and responsibilities are understood by the Buyer, the Incumbent Supplier and the Supplier.	
TMTA003	The Supplier will monitor and report on KPIs as per documented requirements specified in the Data Library.	



Transition deliverable for end-to-end pipeline team

Reference ID	Requirement	Supplier Response
TPT001	The supplier will within six weeks of contract commencement have defined a proposed team structure to deliver an end to end pipeline delivery capability to optimally meet DSA business objectives and priorities.	
TPT002	The supplier will within six weeks of contract commencement have defined and agreed with the supplier the high-level business process flows to facilitate the end to end capability	

Role Descriptions

The supplier will be expected to propose the resource profile required to run the Data Engineering service in line with the requirements outlined in this document, supporting contractual documents and summary statements as below:

- **Ensure** existing regular data ingests are made available to downstream services within the agreed SLA's. These include both regular batched data feeds (weekly, monthly receipt etc) and near to real time streamed feeds from source systems.
- **Undertake** analysis and engineering of new data sources as required to ensure an optimal fit with downstream product and service requirements and create data pipelines that fulfil business needs.
- **Provide** a pool of data engineering resource to DSA that delivers a design, build and data advisory capability for data products. These could include *product specific* data engineering components in the cloud or development of common product/pipeline product/service agnostic capability.

The Role descriptions below reflect the current service capabilities and these will need to be reflected in the prospective supplier team.



Lead architect / Team Lead

Assist in maturing the data pipeline capability on the new platform and provide an overarching steer to the wider team on how to translate business needs into concrete solutions. This is a senior role and requires the job holder to have extensive knowledge and demonstrable experience of leading teams in large scale, multi supplier, complex data engineering environments in the cloud. The job holder should also have strong communication and influencing skills.

Senior Java developers / software engineers

Lead the development of key components of the data pipelines and be comfortable in designing, building and troubleshooting complex core components at the heart of the platforms and tooling capability. These are senior roles in the team and are expected to provide a high level of domain expertise to oversee the creation of quality code.

Data Engineer / Java Developer / software engineers

Deploy standard build components to both ingest source data to the CDLZ and to create FDP pipeline components that materialise data POLE mappings into executable code to create streamed output for data consumers. The level of Java development skill and experience is less than for senior developers however job holders will have sufficient experience to independently build and iterate Java based pipelines

Data Analysts / Engineers

Triage new data and provide advice on active sources that require reengineering. Typical tasks include the creation of data schemas in Avro format from source data and the creation of POLES mappings to be used for the creation of data pipelines. These are key roles in the team and are required to work with product stakeholders to ensure data mappings and output are fit for purpose.

Data engineers / SQL developers

Whilst not a distinct role it is important to note that individuals within the team will be expected to have considerable expertise and experience of writing both simple and complex SQL queries.

Agile Delivery Manager



Oversee all deliveries to ensure that the team delivers a high quality product within the agreed timescales defined in any statements of work. The delivery manager will oversee SoW creation and refinement, risks and issues management, progress reporting, delegation of work in accordance with the clients stated objectives and ensuring the team is correctly resourced including where appropriate downsizing the team as demand dictates.

Quality Assurance.

Ensure that automated and repeatable test routines are created and utilised to ensure optimal delivery of capability and that expected results and behaviour are observed and recorded.

Account executive / Project Manager

Ensure that onboarding/offboarding of Supplier staff is handled efficiently in accordance with all DSA, Home Office and Security policy. The account exec/PM will ensure that all supporting activity is undertaken in a timely and accurate manner working closely with the client to make sure that logistics are taken care of. DSA does not prescribe how the Supplier delivers capability but it is assumed that this will be using Agile methodologies. The Supplier will however be expected to participate in a DSA wide process to capture key activities in a centrally managed portfolio level Kanban board/s.

Devops

Devops is an extremely important function of the current platform implementation, however as part of this contract the Supplier is not expected to provide Devops resource. These resources will be provided as a pool across DSA under an arrangement with the DSA Platform Services Team.



Figure 7 DSA Data Engineering Context View

Data Engineering Pre Build and Consultancy

Data Providers (Commercial data and internal data)

- Which parts of the data do we need to map?
- What is the best format to receive the data?

Product Teams

- How do we map data to meet business needs?
- How are products evolving?
- Do products need additional capability to be built?

Run Service 3rd Level Support

- Support operational teams to resolve issues and incidents
- The upstream data/system has changed. Pipeline needs to be reengineered.

Technical Design Authority

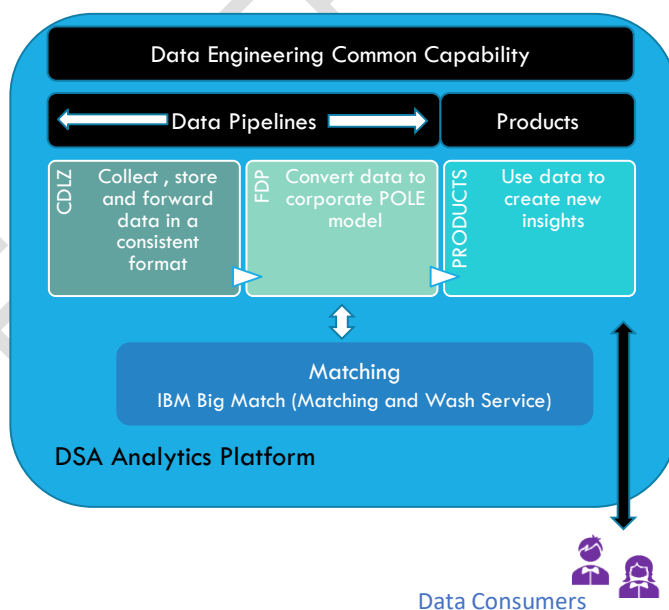
- Approval to deviate from established patterns
- Approval for the use of new technology!

DSA – DDaT Security Function

- Security compliance
- Approval to deploy (where applicable)

Data Engineering Design and Build

- Data Models and Schemas
- Pipeline Components (command adaptors)
- Product specific components
- Common components



The above schematic shows some of the key interactions that the data engineering service has with data providers and internal DSA teams. As can be seen the service provides a broad range of consultancy and build services across DSA and plays a pivotal role in creating the “raw material”, e.g. data conformed to corporate models that is necessary for product consumption and for DSA to extract maximum value from our data assets.

The USP for DSA in the Home Office is that it has access to many data sources in our analytics platform and is therefore able to selectively exploit this data to produce a variety of outputs/products to meet our business needs.



The bulk of build effort for the team is in creating components for the data pipeline (and reengineering existing pipelines as upstream changes dictate). The DE Service however also has a significant role to play in building common capability (e.g. capability that provides product agnostic componentry) and product specific capability.

END OF DOCUMENT



Annex 1 – Statement of Work

SUBJECT TO CONTRACT

1. STATEMENT OF WORK (“SOW”) DETAILS

REDACTED VERSION



Upon execution, this SOW forms part of the Call-Off Contract C22147 Data Engineering Services

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements and the Parties will execute a separate SOW in respect of each, or alternatively agree a variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

SOW Reference:	
SOW Title:	
SOW Version:	
SOW Status:	
Date of SOW:	
Call-Off Contract Reference:	
Variation Reference:	
Buyer Cost Centre Number:	
Supplier:	
SOW Start Date:	
SOW End Date:	
Duration of SOW:	
PO Reference Number (if known):	



2. BUYER ENDORSEMENTS

Role	Name	Dated
Business (Programme)		
Business (Op. Cont. Mgr)		
Commercial		
Finance		
Legal (if needed)		
IR35 Sign-Off (if needed)		

3. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT

Call-Off Services			
	Service	Primary	Other
	DevOps Services	<input type="checkbox"/>	<input type="checkbox"/>
	Digital Definition Services	<input type="checkbox"/>	<input type="checkbox"/>
	Build and Transition Services	<input type="checkbox"/>	<input type="checkbox"/>
	End-to-End Development Services	<input type="checkbox"/>	<input type="checkbox"/>
	Data Management (and similar Services)	<input type="checkbox"/>	<input type="checkbox"/>
SOW Background			



3. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT

Delivery phase(s)	<input type="checkbox"/> Discovery	<input type="checkbox"/> Alpha	<input type="checkbox"/> Private Beta	<input type="checkbox"/> Public Beta
	<input type="checkbox"/> Live	<input type="checkbox"/> Retirement	<input type="checkbox"/> Data Engineering and Analytics	
Overview of Requirement				
Accountability Models	The following accountability model shall apply to this Statement of Work (note that Rainbow Team includes any multiparty team – including Buyer and single Supplier):			
	Sole Accountability	<input type="checkbox"/>	Self Directed Team	<input type="checkbox"/> Rainbow Team <input type="checkbox"/>
Location/s	The Services outlined within this SOW will be delivered to/from:			
	Location	To	From	
	Lunar House, Croydon, Surrey, CR9 2BY	<input type="checkbox"/>	<input type="checkbox"/>	
	Bedfont Lakes, 6 New Square, Feltham, TW14 8HA	<input type="checkbox"/>	<input type="checkbox"/>	
	Alternate/Offsite working locations as applicable*	<input type="checkbox"/>	<input type="checkbox"/>	
	Supplier's own premises	<input type="checkbox"/>	<input type="checkbox"/>	
	Remote (home) working	<input type="checkbox"/>	<input type="checkbox"/>	
Offshore roles may be permitted under this Statement of Work			<input type="checkbox"/>	



4. HIGH LEVEL INDICATIVE HMRC IR35 DETERMINATION

(Note that this is indicative. A full Home Office determination will still be needed)

No	Statement	Mark
1.	The Buyer is requesting named individuals for the role/s and/or will not accept substitutes for the key individual/s; and/or	<input type="checkbox"/>
2.	The individual/s and or role/s will not be working to pre-agreed deliverable/increment milestones/service level agreements. e.g. they will be being directed as part of an integrated Buyer or Buyer appointed team (rainbow / blended); and/or	<input type="checkbox"/>
3.	The Buyer requires flexibility to quickly redeploy the individual/s and/or role/s for purposes other than agreed outcomes as priorities change; and/or	<input type="checkbox"/>
4.	The individual/s and/or role/s is/are being paid on a pure time and materials basis and are not carrying any financial risk to rectify/complete any agreed deliverables within the pre-agreed price; and/or	<input type="checkbox"/>
5.	The individual/s and/or role/s will require to manage resources (governance, financial, systems, or people) within the Buyer's organisation or for organisations other than their own (e.g. an officer of the company); and/or	<input type="checkbox"/>
6.	Other than mandatory training, the individual/s and/or role/s will require training by the Buyer in order to enable them to carry out their role/s.	<input type="checkbox"/>

For the purposes of HMRC IR35, for the individual/s and/or role/s covered by this determination (*strike out A, B, or C as appropriate e.g. struck out leaving one box clear*):

A. ~~The individual/s and/or role/s is/are deemed to be inside the scope of HMRC IR35 based on the checked criteria identified above (inside if any have been checked). As such it is required that the individuals pay full PAYE/Ni for the work undertaken and therefore must not be working for a Personal Services Company (PSC) unless via an approved umbrella organisation. The individual/s must not be a material shareholder (over 5%) within the organisation being contracted with~~

B. None of the above criteria have been checked and the work consists of clearly defined deliverables which must be completed within the fixed / capped time and material budget agreed for the work ahead of execution and the individual/s and/or role/s are therefore **clearly fully outside the scope of HMRC IR35**

C. ~~None of the criteria has been checked, but there is a degree of uncertainty and therefore a full HMRC CEST determination certificate is attached for each individual.~~

- ~~The full HMRC CEST certificate states that the individual/s and/or role/s are **unambiguously outside the scope of HMRC IR35**.~~
- ~~The full HMRC CEST determination is indeterminate or inside IR35 and the individual/s and/or role/s is/are considered to be **within the scope of HMRC IR35**. Such individual/s are required to pay full PAYE/Ni contributions via appropriate employment / umbrella cover. Individuals shall not have a material share holding.~~



Annex 2 – Supplier RFP Response & Clarification Log

REDACTED

REDACTED VERSION



Attachment 2 – Charges and Invoicing

REDACTED

6. Risk Register

REDACTED

7. Early Termination Fee(s)

Early termination fees shall be as set out in the relevant SOW.

8. D2 Billing Frequency

Monthly in Arrears or invoiced against achievement of milestones.



Attachment 3 – Outline Implementation Plan

REDACTED

REDACTED VERSION



Attachment 4 – Service Levels and Service Credits

DSA Data Engineering Services KPI Service Level / Service Credit Table

Data Engineering Service KPI's			
KPI Name	Strategic Objective	Definition of Success	Measurement Criteria
Data Pipeline Delivery	Data Engineering have a strategic responsibility within DSA to ensure that any new data sources are assessed and engineered to provide downstream consumers with data of the right quality and delivered to agreed consumer and provider SLAs. This is achieved through the implementation of a data pipelines within the CDLZ and FDP platforms.	At commencement of each SoW it will be agreed with the supplier the number and if known the actual data sources that require pipelines to be built. Success is defined as the data source being fully triaged, connectivity with the data provider established, data successfully onboarded and landed in DSA and finally processed through the FDP (ad where applicable the Matching service) for consumption by users and products.	100% of data pipelines agreed as deliverable within the SoW to be productionised.
Supplier staff attrition/retention	Data Engineering have a strategic	Success in respect of this KPI is dependent on	85% retention rate



	responsibility to ensure that the function is both adequately staffed to provide resource to other DSA teams who have a call on Data Engineering and in order to meet commitments in relation to data product design and build, data pipeline design and build.	having a core team of supplier staff that have obtained a high degree of specialist knowledge in relation to DSA platforms which will be negatively impacted if the churn in the team is excessive due to requirements to upskill incoming specialists on too frequent a basis.	
--	---	---	--



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

REDACTED

Title	Role

Part B – Key Sub-Contractors

Not Applicable.

Attachment 6 – Software

Not Applicable

REDACTED VERSION

Attachment 7 – Financial Distress

Financial Difficulties – Joint Schedule

1 DEFINITIONS

In this Schedule, the following definitions shall apply:

“Accounting Reference Date”	means in each year, the date to which each entity in the FDE Group prepares its annual audited financial statements;
“Applicable Financial Indicators”	means the financial indicators from Paragraph 5.1 of this Schedule which are to apply to the Monitored Suppliers as set out in Paragraph 6 of this Schedule;
“Appropriate Accepted Mitigation”	<p>means a mitigation to a Financial Distress Event as agreed between the Parties, as follows:</p> <p>(a) as at the Effective Date, as set out in Annex 2 of this Schedule; and</p> <p>(b) during the term of the Contract, as set out in Paragraph 3.4 of this Schedule.</p> <p>All Appropriate Accepted Mitigations, including any new or amended Appropriate Accepted Mitigations must be documented and recorded in a format and location agreed between the Parties;</p>
“Board”	means the Supplier’s board of directors;
“Board Confirmation”	means written confirmation from the Board in accordance with Paragraph 8 of this Schedule;
“Credit Rating Level”	means a credit rating level as specified in Annex 1 of this Schedule;
“Credit Rating Threshold”	means the minimum Credit Rating Level for each entity in the FDE Group as set out in Annex 3 of this Schedule;
“Financial Distress Event” or “FDE”	means the occurrence of one or more events as listed in Paragraph 3.1 of this Schedule;
“Financial Distress Event Group” or “FDE Group”	means the Supplier, Key Sub-contractors, the Guarantor, the Supplier’s ultimate parent undertaking, Key Sub-contractors’ ultimate parent undertakings, and the Monitored Suppliers;

“Financial Distress Service Continuity Plan”

a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with the Contract in the event that a Financial Distress Event occurs. This plan should include what CCS or the Buyer would need to put in place to ensure performance and delivery of the Deliverables in accordance with this Contract up to and including any Insolvency Event in respect of the relevant FDE Group entity;

“Financial Indicators”

in respect of the Supplier, Key Sub-contractors, the Guarantor, the Supplier’s ultimate parent undertaking, the Key Sub-contractors’ ultimate parent undertakings, means each of the financial indicators set out at Paragraph 5.1 of this Schedule; and in respect of each Monitored Supplier, means those Applicable Financial Indicators;

“Financial Target Thresholds”

means the target thresholds for each of the Financial Indicators set out at Paragraph 5.1 of this Schedule;

“Monitored Suppliers”

means those entities specified at Paragraph 6 of this Schedule;

“Primary Credit Ratings”

means D&B credit ratings;

“Primary Credit Ratings Agency”

means D&B;

“Rating Agencies”

means the rating agencies listed in Annex 1 of this Schedule or such other rating agencies as CCS or the Buyer may decide to use;

1. WHEN THIS SCHEDULE APPLIES

- 1.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.
- 1.2 The terms of this Schedule shall survive termination or expiry of this Contract:
- 1.3 under **C22147 Data Engineering Call Off Contract** until the later of (a) the termination or expiry of the **C22147 Data Engineering Call Off Contract** or (b) the latest date of termination or expiry of any Order Contract entered into under the **C22147 Data Engineering Call Off Contract** (which might be after the date of termination or expiry of the **C22147 Data Engineering Call Off Contract**); and
- 1.4 1.3.2 under the Order Contract until the termination or expiry of the Order Contract.

2 WARRANTIES AND DUTY TO NOTIFY

- 2.1 The Supplier warrants and represents to CCS or the Buyer for the benefit of the Buyer that as at the Effective Date:

- (a) the long-term Primary Credit Ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Annex 3 of this Schedule; and
 - (b) either:
 - (i) the financial position or, as appropriate, the financial performance of each of the Supplier, Guarantor, Supplier's ultimate parent undertaking, Key Sub-contractors, and Key Subcontractors' ultimate parent undertakings satisfies the Financial Target Thresholds, or
 - (ii) the relevant Appropriate Accepted Mitigations are in place.
- 2.2 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) CCS and the Buyer in writing if there is any downgrade in the credit rating issued by the Primary Credit Ratings Agency for any entity in the FDE Group, which results in the level of risk being assessed as high or greater than average (and in any event within 5 Working Days of the occurrence of the downgrade). The categorisation of credit ratings by risk level is defined in Annex 1.
- 2.3 The Supplier shall:
- (a) regularly monitor the credit ratings of each entity in the FDE Group with the Primary Credit Ratings Agency;
 - (b) monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds at least quarterly from the effective date, and update the Financial Indicators when public information becomes available, and in any event, no less than once a year within 285 days after the Accounting Reference Date;
 - (c) provide regular updates to CCS and the Buyer on, as a minimum, the Primary Credit Ratings for each entity in the FDE Group;
 - (d) promptly notify (or shall procure that its auditors promptly notify) CCS and the Buyer in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event (and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event).; and
 - (e) ensure when complying with this Paragraph 2.3 that it complies with the law of England and Wales, including all market regulations and local law that applies to England and Wales.

- 2.4 For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of Paragraphs 3.1(a), the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if:
- (a) any of the Rating Agencies have given a Credit Rating Level for that entity which is below the applicable Credit Rating Threshold; or
 - (b) a Rating Agency that is specified as holding a Credit Rating Level for an entity as set out at Annex 3 of this Schedule ceases to hold or is unable to provide a Credit Rating Level for that entity, and the Supplier fails to provide an acceptable explanation to the Buyer.
- 2.5 Each report submitted by the Supplier pursuant to Paragraph 2.3(b) shall:
- (a) be a single report with separate sections for each of the FDE Group entities;
 - (b) contain a sufficient level of information to reasonably enable the Buyer to verify the calculations that have been made in respect of the Financial Indicators;
 - (c) include key financial, explanatory narrative, and other supporting information (including any accounts data that has been relied on) as separate annexes;
 - (d) be based on the audited accounts or any other publicised financial information for the date or period on which the Financial Indicator is based or, where the Financial Indicator is not linked to an accounting period or an accounting reference date, on unaudited management accounts prepared in accordance with their normal timetable; and
 - (e) include a history of the Financial Indicators reported by the Supplier in graph form to enable the Buyer to easily analyse and assess the trends in financial performance

3 FINANCIAL DISTRESS EVENTS AND APPROPRIATE ACCEPTED MITIGATIONS

- 3.1 The following shall be Financial Distress Events, unless an Appropriate Accepted Mitigation is in place:
- (a) the credit rating of an FDE Group entity dropping below the applicable Credit Rating Threshold;

- (b) an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;
- (c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;
- (d) an FDE Group entity committing a material breach of covenant to its lenders;
- (e) a Key Sub-contractor notifying CCS or the Buyer that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;
- (f) any FDE Group entity extends the filing period for filing its accounts with the Registrar of Companies so that the filing period ends more than 9 months after its accounting reference date without an explanation to CCS or the Buyer which CCS or the Buyer (acting reasonably) consider to be adequate;
- (g) any FDE Group entity is late to file its annual accounts without a public notification or an explanation to CCS or the Buyer which CCS or the Buyer acting reasonably considers to be adequate;
- (h) the directors and/or external auditors of any FDE Group entity conclude that a material uncertainty exists in relation to that FDE Group entity's going concern in the annual report including a reasonable but plausible downside scenario. This includes, but is not limited to, commentary about liquidity and trading prospects in the reports from directors or external auditors;
- (i) any of the following:
 - (i) any FDE Group entity makes a public announcement which contains adverse commentary with regards to that FDE Group entity's liquidity and trading and trading prospects, such as but not limited to, a profit warning or ability to trade as a going concern;
 - (ii) commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;

- (iii) non-payment by an FDE Group entity of any financial indebtedness;
- (iv) any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;
- (v) the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or
- (vi) the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity,

in each case which CCS or the Buyer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Deliverables in accordance with this Contract;

- (j) any one of the Financial Indicators set out at Paragraph 5 for any of the FDE Group entities failing to meet the required Financial Target Threshold; or
- (k) if a previously Appropriate Accepted Mitigation is no longer available for a particular FDE or is no longer sufficient to constitute an Appropriate Accepted Mitigation.

3.2 On the occurrence of an FDE pursuant to Paragraph 3.1(a) to (k):

- (a) the Supplier shall:
 - (i) notify CCS and the Buyer in accordance with Paragraph 2.3(d) above; and
 - (ii) provide to CCS and the Buyer in writing within 10 Working Days or as otherwise agreed between the Parties of the date on which the Supplier first becomes aware of the FDE or of the date on which CCS or the Buyer has brought the FDE to the Supplier's attention, its proposed mitigation; and
- (b) the Parties shall then discuss the proposed mitigation in good faith and CCS or the Buyer shall, as soon as practicable, either:
 - (i) agree that the proposed mitigation constitutes an Appropriate Accepted Mitigation; or
 - (ii) exercise its rights under Paragraph 4 of this Schedule.

- 3.3 Failure by CCS or the Buyer to exercise its rights under Paragraph 4 of this Schedule shall constitute acceptance of the Appropriate Accepted Mitigation, unless such failure was due to an act or omission of the Supplier.
- 3.4 For the purposes of this Paragraph 3 Appropriate Accepted Mitigations include:
- (a) for the Supplier:
 - (i) the existence of a valid Guarantee provided by a Parent Undertaking as Guarantor: and
 - (ii) the Guarantor is not subject to an FDE for which there is no Appropriate Accepted Mitigation; and
 - (iii) the Supplier's ultimate parent undertaking is not subject to an FDE for which there is no Appropriate Accepted Mitigation; and
 - (b) for Sub-contractors:
 - (i) The existence of a valid Guarantee provided by a Parent Undertaking as Guarantor: and
 - (ii) the Guarantor is not subject to an FDE for which there is no Appropriate Accepted Mitigation; and
 - (iii) the Sub-contractor's ultimate parent undertaking is not subject to an FDE for which there is no Appropriate Accepted Mitigation; and
 - (c) for all entities within the FDE Group:
 - a mitigation that reduces the level of risk of the FDE to a level acceptable to CCS or the Buyer. This may include access to sufficient unused credit facilities or other risk mitigations, as listed in the Outsourcing Playbook '*Assessing and Monitoring the Economic and Financial Standing of Suppliers*' Guidance note available at: [Assessing and monitoring the economic and financial standing of suppliers guidance note May 2021.pdf](#) ([publishing.service.gov.uk](#)).
- 3.5 All Appropriate Accepted Mitigations including any new or amended Appropriate Accepted Mitigations will be documented and recorded in a format and location agreed between the Parties (for example in a dedicated and access-controlled area of the Virtual Library).

4 CONSEQUENCES OF FINANCIAL DISTRESS EVENTS

- 4.1 Immediately upon notification by the Supplier of a Financial Distress Event in accordance with Paragraph 2.3(d) (or if CCS or the Buyer becomes aware of a Financial Distress Event without notification and brings the event to the attention of the Supplier) and subject to Paragraph 3, the Supplier shall have the obligations and CCS and the Buyer shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.
- 4.2 In the event of the first instance within a rolling 3-month period, of a late or non-payment of a Key Sub-contractor pursuant to Paragraph 3.1, CCS and the Buyer shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier 10 Working Days to:
- (a) rectify such late or non-payment; or
 - (b) demonstrate to CCS and the Buyer's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.3 The Supplier shall (and shall procure that any Guarantor, Key Sub-contractor, Monitored Supplier, and any relevant Parent Undertaking (for the Supplier or a Key Sub-contractor) shall):
- (a) at the reasonable request of CCS or the Buyer, meet CCS or the Buyer as soon as reasonably practicable (and in any event within 3 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as CCS or the Buyer may permit and notify to the Supplier in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Deliverables in accordance with this Contract; and
 - (b) where CCS or the Buyer reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3(a)) that the Financial Distress Event could impact on the continued performance and delivery of the Deliverables in accordance with this Contract:
 - (i) submit to CCS or the Buyer for its approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within 10 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as CCS or the Buyer may permit and notify to the Supplier in writing); and

- (ii) to the extent that it is legally permitted to do so and subject to Paragraph 4.8, provide such information relating to the Supplier, Guarantor, Key Sub-contractor, Monitored Supplier, and any relevant Parent Undertaking (for the Supplier or a Key Sub-contractor), as CCS or the Buyer may reasonably require in order to understand the risk to the Deliverables, which may include without limitation forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event and other information that might be price sensitive.

4.4 CCS or the Buyer shall not withhold its approval of a draft Financial Distress Service Continuity Plan unreasonably. If CCS or the Buyer does not approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS or the Buyer within 5 Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Service Continuity Plan is either:

- (a) approved by CCS or the Buyer;
- (b) referred, by notice sent by either Party to the other Party explaining why it thinks the Financial Distress Service Continuity Plan has not been approved, to commercial negotiation led by senior representatives who have Buyer to agree the Financial Distress Service Continuity Plan to be held within 28 days of the date of the notice; or
- (c) finally rejected by CCS or the Buyer.

4.5 If CCS or the Buyer considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not ensure the continued performance of the Supplier's obligations in accordance with the Contract, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

4.6 Following approval of the Financial Distress Service Continuity Plan by the CCS or Buyer, the Supplier shall:

- (a) on a regular basis (which shall not be less than fortnightly):

- (i) review and make any updates to the Financial Distress Service Continuity Plan as the Supplier may deem reasonably necessary and/or as may be reasonably requested by CCS or the Buyer, so that the plan remains adequate, up to date and ensures the continued performance and delivery of the Deliverables in accordance with this Contract; and
 - (ii) provide a written report to CCS or the Buyer setting out its progress against the Financial Distress Service Continuity Plan, the reasons for any changes made to the Financial Distress Service Continuity Plan by the Supplier and/or the reasons why the Supplier may have decided not to make any changes;
 - (b) where updates are made to the Financial Distress Service Continuity Plan in accordance with Paragraph 4.6(a), submit an updated Financial Distress Service Continuity Plan to CCS and the Buyer for its approval, and the provisions of Paragraphs 4.4 and 4.5 shall apply to the review and approval process for the updated Financial Distress Service Continuity Plan; and
 - (c) comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event under Paragraph 4.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and the Buyer and the Parties may agree that the Supplier shall be relieved of its obligations under Paragraph 4.6.
- 4.8 The Supplier shall use reasonable endeavours to put in place the necessary measures to ensure that the information specified at Paragraph 4.3(b)(ii) is available when required and on request from CCS and the Buyer and within reasonable timescales. Such measures may include:
- (a) obtaining in advance written confirmation from Key Sub-contractors, the Guarantor, Monitored Suppliers, and any relevant Parent Undertaking (for the Supplier or a Key Sub-contractor) authorising the disclosure of the information to the CCS and Buyer and/or entering into confidentiality agreements which permit disclosure;
 - (b) agreeing in advance with CCS and the Buyer, the Key Sub-contractors, the Guarantor Monitored Suppliers, and any relevant Parent Undertaking (for the Supplier or a Key Sub-contractor) a form of confidentiality agreement to be entered by the relevant parties to enable the disclosure of the information to the CCS and the Buyer;

- (c) putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to the CCS and the Buyer (which may include (without limitation) making information available to nominated CCS and Buyer personnel through confidential arrangements, subject to their consent); and
- (d) disclosing the information to the fullest extent that it is lawfully entitled to do so, including through the use of redaction, anonymisation and any other techniques to permit disclosure of the information without breaching a duty of confidentiality.

5 **FINANCIAL INDICATORS**

- 5.1 Subject to the calculation methodology set out at Annex 4 of this Schedule, the Financial Indicators and the corresponding calculations and thresholds used to determine whether a Financial Distress Event has occurred in respect of those Financial Indicators, shall be as follows:

Financial Indicator	Calculation ¹	Financial Target Threshold:	Monitoring and Reporting Frequency (if different from the default position set out in Paragraph 2.3(b))
The higher of (a) the Operating Margin for the most recent 12-month period and (b) the average Operating Margin for the last two 12-month periods	1.6 <i>Operating Margin = Operating Profit / Revenue</i>	> 5%	Tested and reported at least quarterly in arrears based on the latest publicly available information. Calculation as a minimum should be updated within 285 days of each Accounting Reference Date based upon figures for the 12 months ending on the relevant accounting reference date.

Net Debt to EBITDA Ratio	<i>Net Debt to EBITDA ratio = Net Debt / EBITDA</i>	< 3.5 times	Tested and reported at least quarterly in arrears based on latest publicly available information. Calculation as a minimum should be updated within 285 days of each accounting reference date based upon EBITDA for the 12 months ending on, and Net Debt at, the relevant accounting reference date
Net Debt + Net Pension Deficit to EBITDA ratio	Net Debt + Net Pension Deficit to EBITDA Ratio = (Net Debt + Net Pension Deficit) / EBITDA	< 5 times	Tested and reported quarterly in arrears based on latest publicly available information. Calculation as a minimum should be updated within 285 days of each accounting reference date based upon EBITDA for the 12 months ending on, and the Net Debt and Net Pension Deficit at, the relevant accounting reference date.

Net Interest Cover	<i>Net Interest Payable Cover = Earnings Before Interest and Tax / Net Interest Payable</i>	> 3 times	Tested and reported at least quarterly in arrears based on latest publicly available information. Calculation as a minimum should be updated within 285 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date.
Current Ratio	<i>Current Ratio = Current Assets / Current Liabilities</i>	> 1 times	Tested and reported quarterly in arrears based on latest publicly available information. Calculation as a minimum should be updated within 285 days of each accounting reference date based upon figures at the relevant accounting reference date.
Net Asset value	<i>Net Asset Value = Net Assets</i>	> £0	Tested and reported quarterly in arrears based on latest publicly available information. Calculation as a minimum should be updated within 285 days of each accounting reference date based upon figures at the relevant accounting reference date.

Group Exposure Ratio	<i>Group Exposure Ratio = Current Assets – Group Assets – Current Liabilities</i>	> £0 If lower a PCG may be required	Tested and reported quarterly in arrears based on the latest publicly available information. Calculation as a minimum should be updated within 285 days of each accounting reference date based upon figures at the relevant accounting reference date.
-----------------------------	--	---	--

5.2 Key: ¹ – See Annex 4 of this Schedule which sets out the calculation methodology to be used in the calculation of each Financial Indicator.

6 MONITORED SUPPLIERS

6.1 Monitored Suppliers shall be designated at contract signature.

6.2 A Monitored Supplier could include any Sub-contractor that is not a Key Subcontractor, which in the opinion of CCS or the Buyer, performs (or would perform if appointed) a role:

- (a) in the provision of all or any part of the Deliverables that is such that the discontinued provision of that role would be detrimental to the ability of the Supplier to deliver the Deliverables to its established performance standards; and/or
- (b) in the provision of all or any part of the deliverables that is such that the discontinued provision of that role may affect the Supplier's financial stability; and/or
- (c) for which it would be difficult for the Supplier to find a replacement Sub-contractor within a reasonable time.

Monitored Supplier	Applicable Financial Indicators
	(these are the Financial Indicators from the table in Paragraph 5.1 which are to apply to the Monitored Suppliers)

Not Applicable	Not Applicable
-----------------------	-----------------------

2

7 *TERMINATION RIGHTS*

7.1 CCS shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Order Contracts for material Default if under Clause 14.4.2 if:

- (a) the Supplier fails to notify the Buyer of a Financial Distress Event in accordance with Paragraph 2.3(c);
 - (b) the supplier fails to comply with any part of Paragraph 4.3;
 - (c) the Buyer finally rejects a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.4 to 4.5; and/or
 - (d) the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.
- (a) If the Contract is terminated in accordance with Paragraph 5.1, Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

8 *BOARD CONFIRMATION*

8.1 The Supplier, subject to Paragraph 8.4 of this Schedule, shall within 120 days after each Accounting Reference Date or within 15 months of the previous Board Confirmation (whichever is the earlier) provide a Board Confirmation to the Buyer in the form set out at Annex 5 of this Schedule, confirming that to the best of the Board's knowledge and belief, it is not aware of and has no knowledge:

- (a) that a Financial Distress Event has occurred since the later of the Effective Date or the previous Board Confirmation or is subsisting; or
- (b) of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event.

8.2 The Supplier shall ensure that in its preparation of the Board Confirmation it exercises due care and diligence and has made reasonable enquiry of all relevant Supplier Personnel and other persons as is reasonably necessary to understand and confirm the position.

- 8.3 In respect of the first Board Confirmation to be provided under this Contract, the Supplier shall provide the Board Confirmation within 15 months of the Effective Date if earlier than the timescale for submission set out in Paragraph 8.1 of this Schedule.
- 8.4 Where the Supplier is unable to provide a Board Confirmation in accordance with Paragraphs 8.1 to 8.3 of this Schedule due to the occurrence of a Financial Distress Event or knowledge of subsisting matters which could reasonably be expected to cause a Financial Distress Event, it will be sufficient for the Supplier to submit in place of the Board Confirmation, a statement from the Board of Directors to the Buyer (and where the Supplier is a Strategic Supplier, the Supplier shall send a copy of the statement to the Cabinet Office Markets and Suppliers Team) setting out full details of any Financial Distress Events that have occurred and/or the matters which could reasonably be expected to cause a Financial Distress Event.

ANNEX 1: RATING AGENCIES AND THEIR STANDARD RATING SYSYTEM

This Annex sets out the standard rating scales for each of the Rating Agencies selected. CCS and the Buyer reserves the right to use other rating scales from other Rating Agencies that are not listed in this Annex.

Rating Agency	Credit Rating Level	Risk level
Standard and Poor's	Credit Rating Level 1 = [AAA] [AA+] [AA] [AA-] [A+] [A] [A-]	Low Risk
	Credit Rating Level 2 = [BBB+] [BBB] [BBB-] [BB+] [BB] [BB-] [B+] [B] [B-]	Greater Than Average Risk
	Credit Rating Level 3 = [CCC] [CC] [C] [D] [NR]	High Risk
Moodys	Credit Rating Level 1 = [Aaa] [Aa] [A]	Low Risk
	Credit Rating Level 2 = [Baa] [Ba] [B]	Greater Than Average Risk
	Credit Rating Level 3 = [Caa] [Ca] [C]	High Risk
Dun and Bradstreet	Credit Rating Level 1 = Failure Score of 51 or above	Low Risk
	Credit Rating Level 2 = Failure Score of 11 to 50	Greater Than Average Risk
	Credit Rating Level 3 = Failure Score of 10 or below	High Risk
Experian	Credit Rating Level 1 = 51 or above	Low Risk
	Credit Rating Level 2 = 26 to 50	Greater Than Average Risk
	Credit Rating Level 3 = 25 or below	High Risk

Companywatch	Credit Rating Level 1 = 36 and above	Low Risk
	Credit Rating Level 2 = 26 to 35	Greater Than Average Risk
	Credit Rating Level 3 = 25 or below	High Risk

REDACTED VERSION

ANNEX 2: APPROPRIATE ACCEPTED MITIGATIONS

1. As at the Effective Date, the Parties agree that the Appropriate Accepted Mitigation:

Not Applicable

REDACTED VERSION

ANNEX 3: Credit Ratings And Credit Rating Thresholds

Entity	Credit Rating (long term) (insert the actual credit score rating issued for the Entity at the Effective Date)	Credit Rating Threshold (insert the minimum actual rating (e.g.AA-) or the minimum Credit Rating Level (e.g. Credit Rating Level 3))
Supplier 6Point6 Limited	Dun & Bradstreet Failure Score – 96 Company Watch H- Score - 89	Dun & Bradstreet Failure Score – 11 Company Watch H- Score - 26
Guarantor (Not Applicable)	N/A	N/A
Supplier Ultimate Parent 6 Point 6 Holdings Limited	Dun & Bradstreet Failure Score – 97 Company Watch H- Score - 86	Dun & Bradstreet Failure Score – 11 Company Watch H- Score - 26

ANNEX 4: Calculation Methodology for Financial Indicators

- 2.3 The Supplier shall ensure that it uses the following general and specific methodologies for calculating the Financial Indicators against the Financial Target Thresholds:

General methodology

1. **Terminology:** The terms referred to in this Annex are those used by UK companies in their financial statements. Where the entity is not a UK company, the corresponding items should be used even if the

terminology is slightly different (for example a charity would refer to a surplus or deficit rather than a profit or loss).

2. **Groups:** Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.
3. **Foreign currency conversion:** Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.
4. **Treatment of non-underlying items:** Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

Specific Methodology

Financial Indicator	Specific Methodology
<p>1</p> <p><u>Operating Margin</u></p>	<p>The elements used to calculate the Operating Margin should be shown on the face of the Income Statement (or Statement of Financial Activities) in a standard set of financial statements.</p> <p>Operating Profit is to exclude exceptional items, such as restructuring costs or impairments, and to include any share of Subsidiaries' Operating Profit.</p> <p>Where an entity has an operating loss (i.e. where the operating profit is negative), Operating Profit should be taken to be zero.</p> <p>For Charities Operating Profit would be Net Income or Expenditure after Charitable Activities / Income</p>
<p>2</p> <p><u>Net Debt to EBITDA Ratio</u></p>	<p>"Net Debt" = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</p> <p>"EBITDA" = Operating profit + Depreciation charge + Amortisation charge. EBITDA is to exclude exceptional items, such as</p>

Financial Indicator	Specific Methodology
	<p data-bbox="754 230 1369 304"><i>restructuring costs or impairments, and to include any share of Subsidiaries' EBITDA.</i></p> <p data-bbox="754 338 1394 629">The majority of the elements used to calculate the Net Debt to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement (or Statement of Financial Activities) and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <ul data-bbox="775 651 1394 1234" style="list-style-type: none"> • <u>Net Debt</u>: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest-bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members. <p data-bbox="815 1256 1394 1361">Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p data-bbox="815 1384 1394 1489">Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <p data-bbox="815 1512 1394 1653">Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.</p> <p data-bbox="735 1686 1394 2016"><u>EBITDA</u>: Operating profit should be shown on the face of the Income Statement (or Statement of Financial Activities) and, for the purposes of calculating this Financial Indicator. <i>The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target</i></p>

Financial Indicator	Specific Methodology
	<p><i>Threshold should be treated as not having been met (unless Net Debt is also negative, in which case the relevant Financial Target Threshold should be treated as having been met).</i></p> <p>For Charities Operating Profit would be Net Income or Expenditure after Charitable Activities / Income</p>
<p>3</p> <p>[Net Debt + Net Pension Deficit to EBITDA ratio]</p>	<p><i>“Net Debt” = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</i></p> <p><i>“Net Pension Deficit” = Retirement Benefit Obligations – Retirement Benefit Assets</i></p> <p><i>“EBITDA” = Operating profit + Depreciation charge + Amortisation charge. EBITDA is to exclude exceptional items, such as restructuring costs or impairments, and to include any share of Subsidiaries’ EBITDA.</i></p> <p>The majority of the elements used to calculate the Net Debt + Net Pension Deficit to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement (or Statement of Financial Activities) and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <ul style="list-style-type: none"> • <u>Net Debt</u>: The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest-bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but <i>not</i> non-designated hedges). Borrowings should also include balances owed to other group members.

Financial Indicator	Specific Methodology
	<p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <ul style="list-style-type: none"> • <u>Net Pension Deficit</u>: Retirement Benefit Obligations and Retirement Benefit Assets may be shown on the face of the Balance Sheet or in the notes to the financial statements. They may also be described as pension benefits / obligations, post-employment obligations or other similar terms. <p>Where 'Net Debt + Net Pension Deficit' is negative, the relevant Financial Target Threshold should be treated as having been met.</p> <ul style="list-style-type: none"> • <u>EBITDA</u>: Operating profit should be shown on the face of the Income Statement (or Statement of Financial Activities) and, for the purposes of calculating this Financial Indicator. <p>The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts.</p> <p>Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless 'Net Debt + Net Pension Deficit' is also negative, in which case the relevant Financial Target Threshold should be regarded as having been met). For Charities Operating Profit would be Net Income or Expenditure after Charitable Activities / Income</p>
<p>4</p> <p>Net Interest Payable Cover</p>	<p><i>"Earnings Before Interest and Tax" = Operating profit</i></p> <p><i>"Net Interest Payable" = Interest payable – Interest receivable</i></p> <p>Operating profit should be shown on the face of the Income Statement (or Statement of Financial Activities) in a standard set of</p>

Financial Indicator	Specific Methodology
	<p>financial statements. Operating Profit is to exclude exceptional items, such as restructuring costs or impairments, and to include any share of Subsidiaries' Operating Profit</p> <p>Interest receivable and interest payable should be shown on the face of the Cash Flow statement.</p> <p>Where Net interest payable is negative (i.e. the entity has net interest receivable), the relevant Financial Target Threshold should be treated as having been met.</p> <p>For Charities Operating Profit would be Net Income or Expenditure after Charitable Activities / Income</p>
<p>5</p> <p>Current Ratio</p>	<p>All elements that are used to calculate the Current Ratio are available on the face of the Balance Sheet in a standard set of financial statements.</p>
<p>6</p> <p>Net Asset value</p>	<p>Net Assets are shown (but sometimes not labelled) on the face of the Balance Sheet of a standard set of financial statements. Net Assets are sometimes called net worth or 'Shareholders' Funds'. They represent the net assets available to the shareholders.</p> <p>Where an entity has a majority interest in another entity in which there are also minority or non-controlling interests (i.e. where it has a subsidiary partially owned by outside investors), Net Assets should be taken inclusive of minority or non-controlling interests (as if the entity owned 100% of such entity).</p> <p>For Charities Net Assets would be Total Charity Funds</p>
<p>7</p> <p>Group Exposure Ratio</p>	<p><i>"Group Assets" = Current and Non-Current Balances owed by Group Undertakings</i></p> <p><u>Group Exposure</u>: Balances owed by (i.e. receivable from) Group Undertakings are shown within Non-Current assets or Current assets either on the face of the Balance Sheet or in the relevant notes to the financial statements. In many cases there may be no such balances, in particular</p>

Financial Indicator	Specific Methodology
	<p>where an entity is not a member of a group or is itself the ultimate holding company of the group.</p> <p><u>Current Assets & Current Liabilities:</u> Both Current assets and Current Liabilities are shown on the face of the Balance Sheet</p>

REDACTED VERSION

ANNEX 5: BOARD CONFIRMATION

Supplier Name:

Contract Reference Number:

The Board of Directors acknowledge the requirements set out at Paragraph 8 of Joint Schedule 7 (Financial Difficulties) and confirm that the Supplier has exercised due care and diligence and made reasonable enquiry of all relevant Supplier Staff and other persons as is reasonably necessary to enable the Board to prepare this statement.

The Board of Directors confirms, to the best of its knowledge and belief, that as at the date of this Board Confirmation it is not aware of and has no knowledge:

1. that a Financial Distress Event has occurred since the later of the previous Board Confirmation and the Effective Date or is subsisting; or

of any matters which have occurred or are subsisting that could reasonably be expected to cause a Financial Distress Event

2. nt

On behalf of the Board of Directors:

Chair
Signed
Date

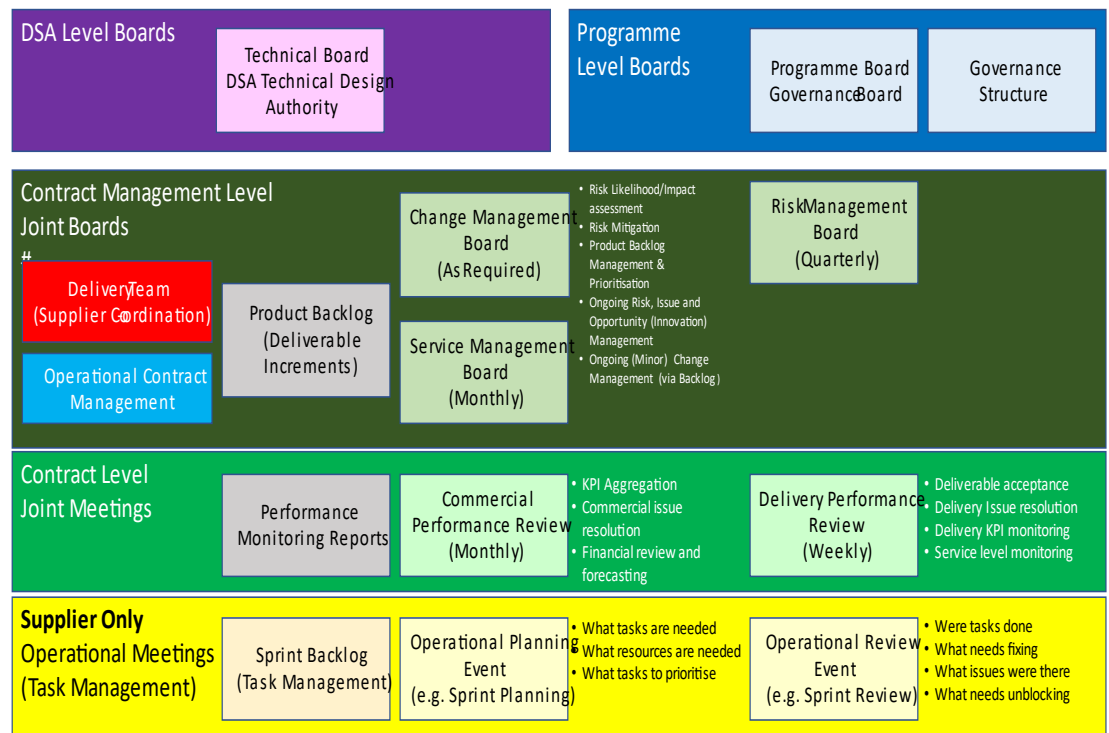
Director
Signed
Date

Attachment 8 – Governance

For the purpose of Part B of Schedule 7 (Long Form Governance) of the Call-Off Terms, the following boards will apply:

The terms contained in Call-Schedule 7 Governance will apply are set out in the table 1 below.

Table 1 – Relationship between the Boards and Meetings



- 1.1 Within the context of this Call Off Contract, the **Technical Board** the Buyer DSA Technical Design Authority and the **Programme Level Boards** are the main board for approving new projects and major programmes.
- 1.2 The **Change Management Board** focuses on significant change (such as raising new Statements of Work and governing material changes to the Contract). Part of their role (is delegated to the **Service Management Board** in their capacity to manage the Product Backlog.

- 1.3 Similarly, day-to-day management of risk is delegated from the **Risk Management Board** to the **Service Management Board**). Under this Call Off Contract, the Risk Management Board provides a periodic (quarterly) focus on contract specific risks and issues.
- 1.4 The **Service Management Board** holds additional roles described below:-
- 1.4.1 It proactively manages extended Operational Changes (as the custodian of the continuously refined Product Backlog);
 - 1.4.2 It will oversee the development of new Statements of Work and formal Change Requests as inputs for approval to the **Change Management Board**;
 - 1.4.3 It oversees risk and issue management (resolving them directly wherever possible);
 - 1.4.4 It validates and summarises the outputs from the **Commercial and Delivery Performance Review** meetings for the purposes of consolidating management information for overarching Cerberus Governance.

2. Technical and Programme Level Boards and Attendees

The following roles will participate in the respective boards.

Technical Board – Technical Design Authority	
Buyer Members of Technical Board (include details of chairperson)	REDACTED
Supplier Members of Technical Board	REDACTED
Start Date for Technical Board meetings	Ongoing
Frequency of Technical Board meetings	Weekly
Location of Technical Board meetings	Teams / Croydon

Programme Board	
Buyer members of Programme Board (include details of chairperson)	REDACTED
Supplier members of Programme Board	REDACTED
Start date for Programme Board meetings	Within 12 weeks following Call Off Contract Commencement
Frequency of Programme Board meetings	Monthly / Quarterly

3. Operational Level Boards

Service Management Board	
Buyer Members of Service Management Board (include details of chairperson)	REDACTED
Supplier Members of Service Management Board	REDACTED

Start Date for Service Management Board meetin	2 weeks following Call Off Contract Commencement
Frequency of Service Management Board meetings	Monthly
Location of Service Management Board meetings	Virtually via Microsoft Teams or Buyer Office when relevant or by invitation

Change Management Board – Change Approvals Board	
Buyer Members of Change Management Board (include details of chairperson)	REDACTED
Supplier Members of Change Management Board	REDACTED
Start Date for Change Management Board meetings	4 weeks following Call Off Contract Commencement
Frequency of Change Management Board meetings	Weekly
Location of Change Management Board meetings	Virtually via Microsoft Teams or Buyer Office when relevant or by invitation

Risk Management Board	
Buyer Members for Risk Management Board (include details of chairperson)	REDACTED
Supplier Members for Risk Management Board	REDACTED
Start Date for Risk Management Board meetings	4 weeks following Call Off Contract Commencement
Frequency of Risk Management Board meetings	Fortnightly

Location of Risk Management Board meetings	Virtually via Microsoft Teams or Buyer Office when relevant or by invitation
--	--

REDACTED VERSION

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

This Attachment 9 will 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 will be with the Buyer at its absolute discretion.

- 1.1 The contact details of the Buyer's Data Protection Officer are: REDACTED
- 1.2 The contact details of the Supplier's Data Protection Officer are: REDACTED
- 1.3 The Processor will comply with any further written instructions with respect to processing by the Controller.
- 1.4 Any such further instructions will be incorporated into this Attachment 9.
REDACTED

Attachment 10 – Transparency Reports

As set out in Schedule 6 of RM6100 Framework Schedule 4 – Annex 2 within three (3) months from the Call Off Contract Commencement Date or otherwise agreed between the Parties, the Supplier will set out the Transparency Reports as requested by the Buyer.

The following types of information will be required as requested by the Buyer as part of the reporting:-

- contract prices and any incentivisation mechanisms in the contract
- performance metrics
- plans for management of underperformance
- governance arrangements, including those for supply chains where significant contract value rests with subcontractors
- resource plans
- service improvement plans
- frequency of information release

Title	Content	Format	Frequency
Performance metrics			Monthly
Call-Off Contract Charges			Monthly
Performance and underperformance management			Quarterly
Resource plans			Monthly

Annex 1 – Call Off Terms and RM6100 Additional/Alternative Schedules and Clauses

Framework Schedule 4 – Annex Call Off Terms amendments

Clause 12 –Staff Transfer - additional clause added

“The Former Supplier will indemnify the Supplier against any Loss arising from both:

- Its failure to:
 - at the request of the Buyer, with 28 days fully and accurately disclose to the Buyer all staff information (as detailed in the contract between the Former Supplier and the Buyer ref **C17579 Data Engineering Services**) including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services;
 - notify the Buyer of any changes to this information as soon as reasonably possible;
 - not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) of their terms and conditions, other than in the ordinary course of business;
 - co-operate with the re-tendering of contract between the Former Supplier and the Buyer (ref **C17579 Data Engineering Services**) by allowing the Supplier to communicate and meet with the affected employees or their representatives.
- Any claim by any employee or person claiming to be an employee (or an employee representative) of the Former Supplier which arises or is alleged to arise from any act or omission by the Former Supplier on before the date of the Relevant Transfer.”

Schedule 1–Definitions - additional definitions included to relation to Clause 12 additional wording

Former Supplier/s	Supplier/s providing services to the BUYER before the Commencement Date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Relevant Transfer	A transfer of employment to which TUPE applies
TUPE	The Transfer of Undertakings (Protection of Employment) 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive

Framework Schedule 4 – Annex Schedule 2 (Charges and invoicing) Part C amendment due to an error identified in the published schedule:

Paragraph 1.1.2 is amended as follows:

"the later of" is replaced with "the earlier of". The remainder of paragraph 1.1.2 remains unchanged

S1 Implementation Plan additional definitions

“Service Commencement Date”	Means the Milestone Date(s) (or where there is more than one, from the relevant Milestone Date) on which the Supplier achieves the Milestone designated in the Implementation Plan as the point at which the Services should begin and the final Milestone Achievement Certificate has been approved by the Buyer and ATP has been granted
------------------------------------	--

“ATP Milestone Date”	the Milestone Date on which the Supplier is granted Authority to Proceed in respect of the relevant operational Service Commencement Date provided by the Buyer
-----------------------------	---

“Authority to Proceed” or “ATP”	the point at which the Supplier is authorised to provide the relevant Services to the Buyer provided in the form of a Milestone Achievement Certificate
--	---

Clause C3 – Collaboration Agreement – See Annex 1A below

Part B (Long Form Security Requirements) to Schedule S3 (Security Requirements) is amended as follows due to errors found in the published schedule:

Existing Paragraph 3.4.2 is amended to read:

3.4.2 The ISMS will meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;

Existing Paragraph 3.5 is renumbered as 3.4.3.

Existing Paragraphs 3.5.1 to 3.5.10 (inclusive) are renumbered as 3.4.3.1 to 3.4.3.10, respectively.

Existing Paragraphs 3.5.11 to 3.5.13 (inclusive) are renumbered as 3.4.4 to 3.4.6, respectively.

Existing Paragraph 3.8 is amended to read:

3.8 If the bespoke ISMS submitted to the Buyer pursuant to Paragraph 3.3.2 is approved by the Buyer, [remainder of Paragraph remains unchanged.]

Existing Paragraph 3.4.2 is amended to read:

3.4.2 The ISMS will meet the relevant standards in ISO/IEC 27001 and ISO/IEC27002 in accordance with Paragraph 7;

Existing Paragraph 3.5.10 (renumbered as 3.4.3.10) is amended to read:

3.4.3.10 The ISMS will at all times provide a level of security which] complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;

Existing Paragraph 3.9 is amended to read:

3.9 Approval by the Buyer of the ISMS pursuant to Paragraph 3.3.2 or of any change to the ISMS will not relieve the Supplier of its obligations under this Part B Schedule S3 (Security Requirements).

Existing Paragraph 4.2.2 is amended to read:

4.2.2 The Security Management Plan will comply with the Baseline Security Requirements and the Security Policy;

Existing Paragraph 5.1.4 is amended to read:

- 5.1.4 The ISMS and Security Management Plan will be fully reviewed and updated by the Supplier and at least annually to reflect any changes to the Security Policy;

Existing Paragraph 7.1 is amended to read:

- 7.1 The Buyer will be entitled to carry out such security audits as it may reasonably deem necessary in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001 and the Security Policy.

Existing Paragraph 9.5.4 is amended to read:

- 9.5.4 The Supplier will pro-actively scan the IT Environment (to the extent that the IT Environment is within the control of the Supplier) for vulnerable components and address discovered vulnerabilities through the processes described in the ISMS as developed under Paragraph 3.4.5;

Note: - Clauses to be added if required relating to both Schedules below

New Schedules added:

Annex 1B Contract Management Process and Balanced Scorecard

Attachment 7 Financial Distress – schedule replaced with Buyer descriptive Joint Financial Distress schedule

Additional Schedule S3 (Security Requirements)

The Buyer and Supplier have agreed that an initial Security Management Plan as required under clause 4.2.1 of Additional Schedule S3 Part B (Security Requirements) is not required for the signature of this Order Form. The Supplier shall prepare and submit to the Buyer a fully developed Security Management Plan within twenty (20) Working Days after the Commencement Date.

As the incumbent Supplier and with no initial Security Management Plan forming part of the RFP, our proposal essentially removes the need for an initial Security Management Plan at time of signature but crucially maintains the requirement that a fully developed SMP shall be submitted to you within the first 20 days.

Open Book Data Definition

- 1.1 The Supplier will complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:

- a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;
- b) operating expenditure relating to the provision of the Deliverables including an analysis showing:
 - i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;
 - ii) staff costs broken down into the number and grade/role of all

1.2 Supplier Staff (free of any contingency) together with a list of agreed rates against each grade;

- a) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and
- b) Reimbursable Expenses, if allowed under the Order Form;

1.3 Overheads:

- a) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;
- b) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;
- c) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
- d) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and
- e) the actual Costs profile for each Service Period;

New Annex 2 Supplier RFP Response to Attachment 1 Service Specification and RFP Clarification Log .

Annex 1A RM6100 Collaboration Agreement

REDACTED VERSION

**RM6100 TECHNOLOGY SERVICES 3
COLLABORATION AGREEMENT**

CONFIDENTIAL AND SUBJECT TO CONTRACT

[insert date]

REDACTED VERSION

TABLE OF CONTENTS

No	Heading	Page
	Clauses	
1.	DEFINITIONS AND INTERPRETATION	1
2.	TERM OF THE AGREEMENT	3
3.	PROVISION OF THE COLLABORATION PLAN	3
4.	COLLABORATION ACTIVITIES	4
5.	INVOICING	5
6.	CONFIDENTIALITY	5
7.	WARRANTIES	6
8.	LIMITATION OF LIABILITY	7
9.	DISPUTE RESOLUTION PROCEDURE	8
10.	TERMINATION AND CONSEQUENCES OF TERMINATION	9
11.	GENERAL PROVISIONS	10

THIS AGREEMENT IS MADE ON

20[]

BETWEEN:

- (1) [] of []
(the “**Buyer**”);
- (2) [] a company incorporated in [] under registration number [], whose registered office is at [];
- (3) [] a company incorporated in [] under registration number [], whose registered office is at [];
- (4) [] a company incorporated in [] under registration number [], whose registered office is at [];
- (5) [] a company incorporated in [] under registration number [], whose registered office is at [];
- (6) [] a company incorporated in [] under registration number [], whose registered office is at []0;

together (the “**Collaboration Suppliers**” and each of them a “**Collaboration Supplier**”).

WHEREAS:

- A) the Buyer and the Collaboration Suppliers have entered into the Call Off Contracts (defined below) for the provision of various IT and telecommunications (ICT) services; and
- B) the Collaboration Suppliers now wish to provide for the ongoing cooperation of the Collaboration Suppliers in the provision of services under their respective Call Off Contract to the Buyer.

In consideration of the mutual covenants contained in the Call Off Contracts and this Agreement and intending to be legally bound, the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 As used in this Agreement, the capitalised expressions shall have the following meanings unless the context requires otherwise:

“**Agreement**” means this collaboration agreement, comprised of the Clauses and Schedules;

“Call Off Contract” means each contract that is let by the Buyer to one of the Collaboration Suppliers;

“Confidential Information” has the meaning set out in the relevant Call Off Contract;;

“Collaboration Activities” means the activities set out in this Agreement;

“Default” means any breach of the obligations of any Collaboration Supplier or any default, act, omission, negligence or statement of any Collaboration Supplier, its employees, servants, agents or sub-contractors in connection with or in relation to the subject matter of this Agreement and in respect of which such Collaboration Supplier is liable (by way of indemnity or otherwise) to the other parties;

“Detailed Collaboration Plan” has the meaning given to it in Clause 3.2;

“Dispute Resolution Procedure” means the procedure described in Clause 9;

“Effective Date” means [DATE];

“Force Majeure Event” has the meaning given to it in Clause 11.1.1;

“Mediator” has the meaning given to it in Clause 9.3.1;

“Outline Collaboration Plan” has the meaning given to it in Clause 3.1;

“Term” has the meaning given to it in Clause 2.1; and

“Working Day” means any day other than a Saturday, Sunday or public holiday in England and Wales.

1.2 General

1.2.1 As used in this Agreement:

1.2.1.1 the masculine includes the feminine and the neuter; and

1.2.1.2 the singular includes the plural and vice versa.

1.2.2 A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute,

enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.

1.2.3 Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

1.2.4 References to Clauses and Schedules are, unless otherwise provided, references to clauses of and schedules to this Agreement.

1.2.5 Except as otherwise expressly provided in this Agreement, all remedies available to any party under this Agreement are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not exclude the exercise of any other remedy.

1.2.6 The party receiving the benefit of an indemnity under this Agreement shall use its reasonable endeavours to mitigate its loss covered by the indemnity.

2. TERM OF THE AGREEMENT

2.1 This Agreement shall come into force on the Effective Date and, unless earlier terminated in accordance with Clause 10, shall expire six (6) months after the expiry or termination (however arising) of the exit period of the last [contract] [Call Off Contract] (the “**Term**”).

2.2 A Collaboration Supplier's duty to perform the Collaboration Activities shall continue until the end of the exit period of its last relevant [contract] [Call Off Contract].

3. PROVISION OF THE COLLABORATION PLAN

3.1 [The Collaboration Suppliers shall, within two (2) weeks (or such longer period as notified by the Buyer in writing) of the Effective Date, provide to the Buyer detailed proposals for the Collaboration Activities they require from each other (the “**Outline Collaboration Plan**”).]

3.2 Within ten (10) Working Days (or such other period as agreed in writing by the Buyer and the Collaboration Suppliers) of [receipt of the proposals] or [the Effective Date], the Buyer shall prepare a plan for the Collaboration Activities (the “**Detailed Collaboration Plan**”). The Detailed Collaboration Plan shall include full details of the activities and interfaces that involve all of the

Collaboration Suppliers to ensure the receipt of the services under each Collaboration Supplier's respective [contract] [Call Off Contract], by the Buyer. The Detailed Collaboration Plan shall be based on the Outline Collaboration Plan and shall be submitted to the Collaboration Suppliers for approval.

- 3.3 The Collaboration Suppliers shall provide such assistance as is required by the Buyer in the preparation of the Detailed Collaboration Plan.
- 3.4 The Collaboration Suppliers shall, within ten (10) Working Days of receipt of the Detailed Collaboration Plan, either:
 - 3.4.1 approve the Detailed Collaboration Plan; or
 - 3.4.2 reject the Detailed Collaboration Plan, giving reasons for such rejection.
- 3.5 The Collaboration Suppliers may reject the Detailed Collaboration Plan pursuant to Clause 3.4.2 only if it is not consistent with their Outline Collaboration Plan in that it imposes additional, more onerous, obligations on them.
- 3.6 If the parties fail to agree the Detailed Collaboration Plan in accordance with Clause 3.4, such dispute shall be resolved in accordance with the Dispute Resolution Procedure.

4. COLLABORATION ACTIVITIES

- 4.1 The Collaboration Suppliers shall perform the Collaboration Activities and all other obligations of this Agreement in accordance with the Detailed Collaboration Plan.
- 4.2 The Collaboration Suppliers shall provide all additional cooperation and assistance as is reasonably required by the Buyer to ensure the continuous delivery of the services under the [contract] [Call Off Contract].
- 4.3 The Collaboration Suppliers shall procure that their respective sub-contractors provide all cooperation and assistance as set out in the Detailed Collaboration Plan.

5. INVOICING

- 5.1 In the event that any sums are due under this Agreement, the Collaboration Supplier responsible for paying such sum shall pay within thirty (30) Working

Days of receipt of a valid invoice.

- 5.2 Interest shall be payable on any late payments under this Agreement in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, as amended.

6. CONFIDENTIALITY

- 6.1 Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information, the Collaboration Suppliers acknowledge that any Confidential Information obtained from or relating to the Crown, its servants or agents is the property of the Crown.

- 6.2 Each Collaboration Supplier warrants that:

6.2.1 any person employed or engaged by it (in connection with this Agreement in the course of such employment or engagement) shall only use Confidential Information for the purposes of this Agreement;

6.2.2 any person employed or engaged by it (in connection with this Agreement in the course of such employment or engagement) shall not disclose any Confidential Information to any third party without the prior written consent of the other party;

6.2.3 it shall take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (save as aforesaid) or used other than for the purposes of this Agreement by its employees, servants, agents or sub-contractors; and

6.2.4 neither it nor any person engaged by it, whether as a servant or a consultant or otherwise, shall use the Confidential Information for the solicitation of business from the other or from the other party's servants or consultants or otherwise.

- 6.3 The provisions of Clauses 6.1 and 6.2 shall not apply to any information which:

6.3.1 is or becomes public knowledge other than by breach of this Clause 6;
or

6.3.2 is in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party; or

- 6.3.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
 - 6.3.4 is independently developed without access to the Confidential Information; or
 - 6.3.5 is required to be disclosed by law or by any judicial, arbitral, regulatory or other authority of competent jurisdiction.
- 6.4 The Buyer's right, obligations and liabilities in relation to using and disclosing any Collaboration Supplier's Confidential Information provided under this Agreement and the Collaboration Supplier's right, obligations and liabilities in relation to using and disclosing any of the Buyer's Confidential Information provided under this Agreement, shall be as set out in the [relevant contract] [Call Off Contract].

7. WARRANTIES

- 7.1 Each Collaboration Supplier warrant and represent that:
- 7.1.1 it has full capacity and authority and all necessary consents (including but not limited to, where its procedures so require, the consent of its parent company) to enter into and to perform this Agreement and that this Agreement is executed by a duly authorised representative of the Collaboration Supplier; and
 - 7.1.2 its obligations hereunder shall be performed by appropriately experienced, qualified and trained personnel with all due skill, care and diligence including but not limited to good industry practice and (without limiting the generality of this Clause 7) in accordance with its own established internal procedures.
- 7.2 Except as expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to fitness for purpose) are hereby excluded to the extent permitted by law.

8. LIMITATION OF LIABILITY

- 8.1 None of the parties exclude or limit their liability for death or personal injury resulting from negligence, or for any breach of any obligations implied by

Section 2 of the Supply of Goods and Services Act 1982.

- 8.2 Nothing in this Agreement shall exclude or limit the liability of any party in respect of fraud or fraudulent misrepresentation.
- 8.3 Subject always to Clauses 8.1 and 8.2, the liability of the Buyer to any Collaboration Suppliers for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than where made fraudulently), breach of statutory duty or otherwise under this Agreement (excluding Clause 6.4, which shall be subject to the limitations of liability set out in the [relevant contract] [Call Off Contract]) shall be limited to **[(£ ,000)].**
- 8.4 Subject always to Clauses 8.1 and 8.2, the liability of each Collaboration Supplier for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than where made fraudulently), breach of statutory duty or otherwise under this Agreement shall be limited to **[Buyer to specify].**
- 8.5 Subject always to Clauses 8.1, 8.2 and 8.6 and except in respect of liability under Clause 6 (excluding Clause 6.4, which shall be subject to the limitations of liability set out in the [relevant contract] [Call Off Contract]), in no event shall any party be liable to any other for:
- 8.5.1 indirect loss or damage;
 - 8.5.2 special loss or damage;
 - 8.5.3 consequential loss or damage;
 - 8.5.4 loss of profits (whether direct or indirect);
 - 8.5.5 loss of turnover (whether direct or indirect);
 - 8.5.6 loss of business opportunities (whether direct or indirect); and/or
 - 8.5.7 damage to goodwill (whether direct or indirect).
- 8.6 Subject always to Clauses 8.1 and 8.2, the provisions of Clause 8.5 shall not be taken as limiting the right of the Buyer to amongst other things, recover as a direct loss any:

8.6.1 additional operational and/or administrative costs and expenses arising from a Collaboration Supplier's Default; and/or

8.6.2 wasted expenditure or charges rendered unnecessary and/or incurred by the Buyer arising from a Collaboration Supplier's Default.

9. DISPUTE RESOLUTION PROCEDURE

9.1 All disputes between any of the parties arising out of or relating to this Agreement shall be referred, by any party involved in the dispute, to the representatives of the parties specified in the Detailed Collaboration Plan.

9.2 If the dispute cannot be resolved by the parties' representatives nominated under Clause 9.1 within a maximum of five (5) Working Days (or such other time as otherwise agreed in writing by the parties) after it has been referred to them under Clause 9.1, then except where a party seeks urgent injunctive relief, the parties shall refer it to mediation pursuant to the procedure set out in Clause 9.3 unless the Buyer considers (acting reasonably and considering any objections to mediation raised by the other parties) that the dispute is not suitable for resolution by mediation.

9.3 The procedure for mediation and consequential provisions relating to mediation are as follows:

9.3.1 a neutral adviser or mediator (the "**Mediator**") shall be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one party to the other parties to appoint a Mediator or if the Mediator agreed upon is unable or unwilling to act, any party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to the parties that he is unable or unwilling to act, apply to the Chairman of the Law Society to appoint a Mediator;

9.3.2 the parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held;

9.3.3 unless otherwise agreed by the parties in writing, all negotiations connected with the dispute and any settlement agreement relating to it

shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings;

9.3.4 if the parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by their duly authorised representatives;

9.3.5 failing agreement, any of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Agreement without the prior written consent of all the parties; and

9.3.6 if the parties fail to reach agreement in the structured negotiations within twenty (20) Working Days of the Mediator being appointed, or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts.

9.4 The parties must continue to perform their respective obligations under this Agreement and under their respective [contract(s)] Call Off Contract(s) pending the resolution of a dispute.

10. TERMINATION AND CONSEQUENCES OF TERMINATION

10.1 Termination

10.1.1 The Buyer has the right to terminate this Agreement at any time by notice in writing to the Collaboration Suppliers whenever the Buyer has the right to terminate a Collaboration Supplier's [respective contract] [Call Off Contract].

10.1.2 Failure by any of the Collaboration Suppliers to comply with their obligations under this Agreement shall constitute a Default under their [relevant contract] [Call Off Contract]. In this case, the Buyer also has the right to terminate by notice in writing the participation of any Collaboration Supplier to this Agreement and sever its name from the list of Collaboration Suppliers, so that this Agreement will continue to operate between the Buyer and the remaining Collaboration Suppliers.

10.2 Consequences of Termination

10.2.1 Subject to any other right or remedy of the parties, the Collaboration Suppliers and the Buyer shall continue to comply with their respective obligations under the [contracts] [Call Off Contracts] following the termination (however arising) of this Agreement.

10.2.2 Except as expressly provided in this Agreement, termination of this Agreement shall be without prejudice to any accrued rights and obligations under this Agreement.

11. GENERAL PROVISIONS

11.1 Force Majeure

11.1.1 For the purposes of this Agreement, the expression “**Force Majeure Event**” shall mean any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to any party, the party's personnel or any other failure of a sub-contractor.

11.1.2 Subject to the remaining provisions of this Clause 11.1, any party to this Agreement may claim relief from liability for non-performance of its obligations to the extent this is due to a Force Majeure Event.

11.1.3 A party cannot claim relief if the Force Majeure Event or its level of exposure to such event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.

11.1.4 The affected party shall immediately give the other parties written notice of the Force Majeure Event. The notification shall include details of the Force Majeure Event together with evidence of its effect on the obligations of the affected party, and any action the affected party proposes to take to mitigate its effect.

11.1.5 The affected party shall notify the other parties in writing as soon as practicable after the Force Majeure Event ceases or no longer causes

the affected party to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise in writing by the parties.

11.2 Assignment and Subcontracting

11.2.1 Subject to Clause 11.2.2, the Collaboration Suppliers shall not assign, transfer, novate, sub-license or declare a trust in respect of its rights under all or a part of this Agreement or the benefit or advantage hereof without the consent of the Buyer first being obtained in writing.

11.2.2 Any sub-contractors identified in the Detailed Collaboration Plan are permitted to perform those elements identified in the Detailed Collaboration Plan to be performed by such sub-contractors.

11.3 Notices

11.3.1 Any notices given under or in relation to this Agreement shall be deemed to have been properly delivered if sent by recorded or registered post or by fax and shall be deemed for the purposes of this Agreement to have been given or made at the time the letter would, in the ordinary course of post, be delivered or at the time shown on the sender's fax transmission report.

11.3.2 For the purposes of Clause 11.3.1, the address of each of the parties shall be those specified in the Detailed Collaboration Plan.

11.4 Entire Agreement

11.4.1 This Agreement, together with the documents and agreements referred to in it, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes any previous agreement between the parties in relation to such matters.

11.4.2 Each of the parties acknowledges and agrees that in entering into this Agreement and the documents and agreements referred to in it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or

innocently made) other than as expressly set out in this Agreement. The only remedy available to each party in respect of any such statements, representation, warranty or understanding shall be for breach of contract under the terms of this Agreement.

11.4.3 Nothing in this Clause 11.4 shall operate to exclude any liability for fraud.

11.5 Rights of Third Parties

11.5.1 Nothing in this Agreement shall be deemed to grant any right or benefit to any person other than the parties or their respective successors in title or assignees, or entitle a third party to enforce any provision hereof and the parties do not intend that any term of this Agreement should be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

11.6 Severability

11.6.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remaining provisions. If a provision of this Agreement that is fundamental to the accomplishment of the purpose of this Agreement is held to any extent to be invalid, the parties shall immediately commence good faith negotiations to remedy that invalidity.

11.7 Variations

11.7.1 No purported amendment or variation of this Agreement or any provision of this Agreement shall be effective unless it is made in writing by the parties.

11.8 No waiver

11.8.1 The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law shall not constitute a waiver of that right, power or remedy. If a party waives a breach of any provision of this Agreement this shall not operate as a waiver of a subsequent

breach of that provision, or as a waiver of a breach of any other provision.

11.9 Governing Law and Jurisdiction

11.9.1 This Agreement shall be governed by and construed in accordance with English law and without prejudice to the Dispute Resolution Procedure, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

EXECUTED AND DELIVERED as an agreement by the parties or their duly authorised attorneys the day and year first above written.

FOR AND ON BEHALF OF THE BUYER

Signed by:

Full name (capitals):

Position:

Date:

FOR AND ON **BEHALF** OF [REDACTED]

Signed by:

Full name (capitals):

Position:

Date:

FOR AND ON **BEHALF** OF [REDACTED]

Signed by:

Full name (capitals):

Position:

Date:

FOR AND ON **BEHALF** OF [REDACTED]

Signed by:

Full name (capitals):

.....

Position:

.....

Date:

.....

FOR AND ON **BEHALF** OF [REDACTED]

Signed by:

Full name (capitals):

.....

Position:

.....

Date:

.....

FOR AND ON **BEHALF** OF [REDACTED]

Signed by:

Full name (capitals):

.....

Position:

.....

Date:

.....

FOR AND ON **BEHALF** OF [REDACTED]

Signed by:

Full name (capitals):

.....

Position:

.....

Date:

.....

SCHEDULE 1

LIST OF CONTRACTS

COLLABORATION SUPPLIER	NAME/REFERENCE OF CONTRACT	EFFECTIVE DATE OF CONTRACT

**[SCHEDULE 2
OUTLINE COLLABORATION PLAN]**

REDACTED VERSION

Annex 1B Contract Management Process and Balanced Scorecard

Operational Contract Management and Balanced Scorecard process

REDACTED VERSION

Contents

1. Operational Contract Management Process
2. Scope of Operational Contract Management
3. Supplier & Operational Contract Management Levels of Working
4. Supplier Relationship Management
5. Key Operational Contract Management Mechanisms
6. Material KPI's
7. Key Information
8. Glossary

OPERATIONAL CONTRACT MANAGEMENT 138

1.1	APPENDIX A: SOW MANAGEMENT RELATED INFORMATION	159
1.2	APPENDIX B: CALL-OFF CONTRACT MANAGEMENT INFORMATION.....	160
1.3	APPENDIX C: BUYER/SUPPLIER MANAGEMENT INFORMATION.....	164
1.4	APPENDIX D: EXAMPLE PRODUCT BACKLOG ITEM LIST CONTENTS	166
1.5	APPENDIX E: BALANCED SCORECARD (EXAMPLE)	167
1.6	APPENDIX F: CONTRACT BOARD MEMBERSHIP.....	170
1.7	APPENDIX G: SOW AND INCREMENT DEFINITION TEMPLATES	172

1. OPERATIONAL CONTRACT MANAGEMENT

- 1.1 This Annex 3C sets out the Operational Contract Management process and describes how the Service provision will operate in an agile manner whilst maintaining the principles and terms set out in the Call Off Contract.
- 1.2 As set out in Clause 6 - Contract Management Mechanisms of the Call Off Contract both Parties will pro-actively manage the Services and associated risks attributed to them under the terms of this Call Off Contract.
- 1.3 The Services provided under the Call Off Contract will be contracted via Statements of Work as described in the proforma set out in Appendix G or updated from time to time. The Operational Contract Management team are the custodians of the latest version of the SoW proforma.

2. SCOPE OF OPERATIONAL CONTRACT MANAGEMENT

There are a number of key mechanisms for Operational Contract Management of the Call-Off Contract obligations and related Statements of Work (SOWs) which are summarised below.

The list is not exclusive and focuses on the key principles underpinning each level of operational contract management. During the Contract Period the Buyer may elect to combine such mechanisms given the Agile nature of the Services,

2.1 Operational Contract Management Role and Responsibilities

- 2.1.1 **Call-Off Contract Management** covering contract management obligations between the Supplier and the Buyer over the life of the Call-Off Contract (see Appendix B Call Off Contract Management);
- 2.1.2 **Statement of Work Management ("SOW Management")** are used to describe the work to be conducted at varying levels of detail by the Supplier from cradle to grave and/or handover to follow on SOW/s if applicable. The SOW will include the anticipated team delivering the services using the rate card set out in the Call Off Contract schedule Attachment 2 Charges and Invoicing for capped time and materials;
- 2.1.3 **Product Backlog** (Scrum TM) or **Prioritised Requirements List** (AgilePM[®]) (the "**Backlog**") which is the cornerstone of ongoing operational product management and is considered a live contract artefact (see Appendix D – Product Backlog);
- 2.1.4 **Operational Buyer/Supplier Management** oversees and monitors the operational relationship between the Buyer and the Supplier;
- 2.1.5 **Collaborative Buyer/Supplier Events** - organises and manage events where multiple suppliers working on the same or related areas of work may come together with the Buyer, to discuss mutual ideas for improvement, future pipelines, etc.

- 2.1.6 **“Operational Planning Events”**- managing granular level tasks to be executed by the Supplier at the Scrum Sprint / Timebox (AgilePM) sized task level (frequency determined by the Supplier);
- 2.1.7 **“Operational Review Events”** - review achievements on individual Sprints/Timeboxes, learning lessons from previous activity/s and understand the actual effort used which will be fed into both the Commercial and Delivery Performance Meetings.
- 2.1.8 **“Delivery Performance Reviews”** the Buyer agrees Deliverable Increments acceptance (the equivalent of Milestone Acceptance). These reviews exclude task management (the sole responsibility of the Supplier). Delivery Performance Reviews are the first level for resolving delivery related issues and blockages. Frequency of these review meetings weekly.
- 2.1.9 **“Commercial Performance Reviews”** are intended to be held monthly, typically at month end post invoicing by the Supplier and include the following;-
- Whilst “receipt” will typically be via Milestone Acceptance (Delivery Performance Review process) these meetings will discuss commercially related issues (such as partial completion, performance, etc) that requires resolution prior to (or as part of) invoice approval;
 - Approve actual costs presented versus agreed price. Outputs will be used for improving future fixed price work estimates;
 - Point of receipt to agree KPI and performance related information for benchmarking purposes;
 - Review consolidated spend to date and forecast information for future planning purposes;
 - Plan any subsequent SOWs
 - Focus point for Operational Contract Management activities involving the Supplier and Buyer representatives covering delivery, quality, commercial and finance topics.
- 2.1.10 **Backlog Planning/Review Events** (a primary responsibility of the Service Board): These events will refine and prioritise the Product Backlog (at Deliverable Increment/user story level and above) for input to the more detailed SOW task level product backlog managed under the Supplier Operational Planning Events described above. If the Incremental Fixed Price charging mechanism is in use under a SOW, these events will agree the “price” for a Deliverable Increment (backed up by an estimate of effort linked to the Call-Off Rate Card).
- 2.1.11 **Contract Board Events** as set out in Attachment 8 Governance of the Call Off Contract illustrate the different Boards and the related meetings which form the basis of contract management. The Buyer Operational Contract Manager will liaise with relevant board organisers when Services under the Call Off Contract need to be discussed and relevant approvals required.

2.1.12 **Balanced Scorecard reviews** provides the monitoring mechanism to visually summarise the status of the Call-Off Contract contracted obligations and Supplier Operational performance. It is anticipated the Balanced Scorecard will operate at the overall Buyer/Supplier level;

2.1.13 **Delivery Planning** - delivery planning in the form of Gantt charts or project plans (typically a Plan on a Page [POAP]), or it may be in the form of agile tools such as roadmaps, Epic boards, Elaboration and/or Sprint Boards, Kanban boards, etc.

2.1.14 **Risk Management** Throughout the term of the Call-Off Contract risk management practices will be applied as described in section 5.5. The Buyer will monitor Supplier risk management activities (such as ongoing financial credit rating checks) as part of the Operational Contract Management processes.

The Supplier will develop, operate, maintain and amend, as agreed with the Buyer, processes for:

- the identification and management of risks;
- the identification and management of issues; and
- monitoring and controlling project plans.

2.1.15 **Charges and Invoicing:** validating charges for work conducted under the Call Off Contract Attachment 2 Charges and Invoices and Statements of Work with internal Finance Department, Commercial Directorate and the Supplier in relation to the following activities: -

- agreeing Milestone Payments;
- agreeing Fixed Price work and Time and Material for work conducted.
- agreeing Management Charges.
- agreeing Service Charges; and;
- agreeing Projects and Enhancement

2.1.16 **Delivery Performance Review Meetings** will be held frequently (typically weekly). Its purpose is to collate feed-back and resolve routine operational delivery issues from the various Supplier teams (typically falling out of the Operational Review Meetings [e.g. Sprint Review Meetings] managed by the Supplier).

2.1.17 **Commercial Performance Review Meetings** are intended to capture an aggregated view of performance and incorporate finance and commercial matters (e.g., spend to date, forecasting, resource profiling, etc) ultimately leading to the Balanced Scorecard. Please refer to Call Off Contract Attachment 8 Governance

2.1.18 **Change Control Procedure** With the specific exceptions listed below, the principles and terms within Call-Off Schedule 5 Change Control Procedure will apply to material changes, which for the purposes of this Contract specifically include:

- Raising (and Terminating) Statements of Work;
- Extensions to the Contract; and
- Changes to timescales, value and/or scope of the Call-Off Contract

2.1.19 **Governance** The terms contained in Attachment 8 Governance illustrates the different Boards and the related meetings which form the basis of Operational Contract Management.

3. SUPPLIER AND OPERATIONAL CONTRACT MANAGEMENT LEVELS OF WORKING

3.1 Operational Contract Management

3.1.1 The Supplier and the Buyer will each nominate an Operational Contract Manager for the purposes of managing the Services and contractual obligations and day to day commercial matters under the Call-Off Contract on a day-to-day basis.

3.1.2 The primary purpose of Operational Contract Management includes:

- establishing and managing the information flows relevant to the scope of the Services under the Call-Off Contract;
- managing the overarching Product Backlog and ensuring it is continuously refined to reflect evolving work;
- establishing new SOWs, providing oversight of SOWs in progress and ensuring handover between SOWs if appropriate;
- acting as the interface between operational SOW management and commercial matters such as managing payment, tracking and managing commercial and operational commitment and expenditure against the overall Call-Off Contract maximum permitted value;
- providing oversight of the resources (Supplier Staff, Subcontractors, etc.) required to deliver the Deliverables under the Call-Off Contract;
- creating and maintaining Implementation Plans;
- co-ordinating with stakeholders and Governance boards as appropriate;
- managing overall Call-Off Contract level risks, issues, escalations and commercial matters;
- liaising with Commercial Directorate for formal Contract Variations (e.g., Contract Change Notices);
- acting as the day-to-day point of contact into Buyer/Supplier Management;
- maintaining Contract Supplier Rate Card(s) and liaising with Commercial Directorate regarding any such amendments.
- contributing to the maintenance of programme/project artifacts such as business cases, procurement packages, roadmaps, etc;

- ensuring smooth transition and hand-over to the recipient of Deliverables that may be to another supplier if there is another major phase of work to be undertaken by another supplier under a separate SOW); and
- monitoring Supplier performance against Material KPIs.

3.2 Establishing and Managing Information Flows

- 3.2.1 Appendix B provides a list of information which may be requested by the Buyer for Operational Contract Management purposes. The Buyer may add to this list at any point in time by notifying the Supplier in writing.
- 3.2.2 The information set out in Appendix B will be kept up to date by the Supplier at the refresh frequency set out in the Appendix. The Supplier is required to maintain tight version control and, where noted, obtain Buyer approval to updates as the work progresses.

3.3 Managing the Product Backlog

- 3.3.1 The Product Backlog (or its equivalent) is a key artifact for Operational Contract Management. The Product Backlog will track:
- Deliverable Increments as they are refined during the Call-Off Contract Period,
 - Which SOWs cover each Deliverable Increment,
 - The Size of each Increment (and cost them under either the Fixed Price or Incremental Fixed Price models),
 - Track “accepted” increments and applicable information.

3.4 Statements of Work (SOW)

- 3.4.1 The first SOW placed under the Call Off Contract will be created and agreed between the Parties. It is anticipated that the Operational Contract Management team will develop the first draft of the SOW requirements (unless otherwise agreed between the Parties) and then work with the Supplier to agree the content, resourcing and pricing models prior to signing the SOW. It is the responsibility of the respective Operational Contract Managers to ensure SOWs remain within the service scope of the overarching Call-Off Contract.
- 3.4.2 SOWs will operate under Fixed Price or Incremental Fixed Price or Time and Materials based pricing mechanisms that are governed by the Call Off Contract Supplier Rate Card.
- 3.4.3 The Supplier will maintain accurate records of actual resource utilisation which will be made available to the Buyer on request. The purpose of this approach is to provide information for improving future estimated prices and provide a mechanism to cost variation if required

- 3.4.4 Subsequent SOWs placed under the Call-Off Contract will be defined by the Buyer and will be developed involving joint exploratory discussions between the Buyer and the Supplier. Inputs to an SOW are likely to include:
- SOW road map;
 - initial resource profile and technology stack etc, used to inform the sizing of the SOW;
 - which Accountability Model (Sole Responsibility, Self-Directed Teams or Rainbow Teams) will deliver the SOW, and which pricing mechanism (Fixed Price, Capped Time and Material, or Incremental Fixed Priced) will be applied; and
 - Backlog items which will form the scope of the SOW (detailing requirements at an appropriate level of detail).
- 3.4.5 Minor variations to live SOWs will be coordinated via the Operational Contract Management process
- 3.4.6 It is the responsibility of the Buyer Operational Contract Manager to ensure that budgets are available for the Services conducted under the Call-Off Contract which are separate from the maximum Call Off Contract value which remain with the Buyer Commercial Directorate Team.

3.5 Statement of Works Resourcing

- 3.5.1 Whilst detailed planning of resource allocation to SOW tasks is managed at SOW Management level it is important there is an overarching view of the total resourcing contracted under the Call Off Contract by the Supplier to ensure future requirements can be delivered with the right level and expertise of resources.
- 3.5.2 The Supplier will ensure all resources employed to provide services under the Call Off Contract have the necessary security clearances and, if not, that written agreement has been obtained in the form of waivers with the Buyer. The Supplier will be required to provide evidence of compliance if requested by the Buyer.
- 3.5.3 When the Rainbow Team Accountability Model is required, the Buyer may have mandatory induction processes to be followed. The Supplier will ensure that all such requirements are met prior to beginning work under the SOW.
- 3.5.4 It is the responsibility of the Buyer to determine at the start of a SOW (or during execution) that the work potentially falls within the scope of HMRC IR35 tax provision. The Supplier will provide at the Buyers request relevant information regarding its

workers (e.g. whether directly employed, via an umbrella organisation, if a shareholder of the organisation, etc.)

- 3.5.5 The Supplier is responsible for ensuring that its staff (directly or indirectly employed) perform any data handover / cleansing obligations where applicable at the end of a SOW or as part of other cases (such as transition to a run team during a SOW) and the end of a Call-Off Contract. The Supplier Operational Contract Management team will be accountable for ensuring this is done.
- 3.5.6 SOWs will include the roles of a core team for the duration of the Call-Off Contract
- 3.5.7 Key Roles and Key Staff must be named in each SOW.
- 3.5.8 The Parties shall ensure that appropriate resource is made available to provide the Services such that the aims, objectives and specific provisions of this Call-Off Contract can be fully realised.

3.6 Statement of Work Management

- 3.6.1 In addition to the Product Backlog, information will be required by the Buyer from the Supplier for the purposes of recording resources (e.g. for controlling access to infrastructure), measuring performance (e.g. burn charts, etc), evidencing delivery (e.g. acceptance certificates) etc.
- 3.6.2 When capturing resource effort, the Supplier is required to link such effort to the SOW and to the respective entry on the Call-Off Supplier Rate Card and include period start and end dates and utilised effort (in hours, days or fractions thereof as determined by the Buyer).

3.7 Call-Off Contract Financial Accounting and Budget Management

- 3.7.1 The Call-Off Contract level is a maximum value of the term of the contract not a committed sum. Contracted committed expenditure will be subject to values set out in approved individual SOWs over the life of the contract.

- 3.7.2 The Supplier will maintain an audit path linking delivery information together with invoice information.
- 3.7.3 Over the term of the Call Off Contract the Supplier and Buyer Operational Contract Management Teams will track budgets, forecasts and actuals at purchase order level, SOW level and Call-Off Contract level and the Supplier will provide a level of granularity (e.g. monthly) as requested by the Buyer.
- 3.7.4 The Buyer Operational Contract Management team will update financial summaries to reflect any changes agreed under the formal Variation process.
- 3.7.5 The Supplier will notify the Buyer of any projected overspend at least 60 days in advance of such an overspend occurring.

3.8 Operational Planning Events

- 3.8.1 Operational Planning Events will be held at a frequency determined by the Supplier. The purpose will be to agree the next iteration of work (e.g. Scrum Sprint) and to refine the Sprint Backlog or the Supplier's equivalent.

3.9 Operational Review Events

- 3.9.1 Operational Review Events will be held at a frequency also determined by the Supplier. Typically, these will be at regular intervals (e.g., every month or every Scrum Sprint). Two contractual related purposes of Operational Review Events are to:

- identify when Product Increments are completed and provide evidence to the Commercial Planning/Review Events that work is "done"; and
- capture actual effort taken (versus the forecast) as a means of improving future estimates at the Product Backlog level and providing the raw data for invoicing purposes.

3.10 Change Control Procedure

- 3.10.1 The principles and terms within Call-Off Schedule 5 Change Control Procedure will apply to contract material changes, which for the purposes of this Call Off Contract specifically include:

- Implementing and Terminating Statements of Work;
 - Extensions to the Call Off Contract; and
 - Contract Change Notes that apply to timescales, value and/or scope of the Call-Off Contract
- 3.10.2 The exception to Call-Off Schedule 5 relates to Operational Contract Management permitted changes related to agreed Statements of Work which will be tracked via the Product Backlog (managed via the Service Management Board):
- 3.10.3 As described in later in this section the Product Backlog will track Deliverable Increments as described in the Glossary section 8. Such Increments undergo agile change refinement that may result in new Increments (children), additions and deletions – in addition to simple changes.
- 3.10.4 Such changes for these Increments ahead of their execution will be subject to Fixed Charges, within the scope of the overall SOW value, and such changes will be logged as part of Product Backlog management.
- 3.10.5 The Product Backlog (and related artifacts) will be used in place of the Contract Change Request Form (Annex 1 of Part B, Call-Off Schedule 5).
- 3.10.6 The Service Management Board will be responsible for approving changes managed via the Product Backlog are auditable, proportionate and appropriate.
- 3.10.7 Such changes that are considered Operational will not require a formal Impact Assessment.

3.11 Charges and Invoicing

3.11.1 The agreed charging mechanisms under this Call Off Contract are made up of the following and are further detailed in Attachment 2 Charges and Invoicing: -

- Contract charges are based on agreed rates in line with the Home Office DDaT rate card plus volume discounts applied as appropriate over the life of the contract.
- Charges are applied on a monthly fixed fee for BAU services

- Statement of Work payments will be based on charges agreed at the Deliverable Increment level which are drawn down from the Product Backlog and together make up the Statement of Work.
- When the Deliverable Increment has been refined to a point of reasonable definition (ahead of delivery), the Fixed Price for that increment will be agreed. The terms relating to Milestone Payments and Service Charges set out in Schedule 2 (Charges and Invoicing) will apply.
- A Statement of Work may include Milestone based Increments and/or recurring Service based Increments with the former measured in terms of accepting the Deliverable increment as having been “done” and the latter in terms of accepting that Service Levels have been met.

3.12 Service Credits and Performance Monitoring

- 3.12.1 The detailed definition of specific service levels, performance requirements, key performance indicators (including acceptance criteria for deliverables etc) will be defined as part of individual Statements of Work and/or, in some cases (e.g. acceptance criteria), at the Deliverable Increment level and will be reported at Delivery Performance Reviews and Commercial Performance Review meetings

3.13 Governance

- 3.13.1 It will be the responsibility of the Supplier, with input from the Buyer, to execute appropriate technical governance processes that will be reported at the various boards described in Attachment 8 Governance.

4. SUPPLIER RELATIONSHIP MANAGEMENT

4.1 Buyer/Supplier Management

- 4.1.1 Buyer/Supplier Management covers the overall relationship between Buyer and Supplier and will formally start on the commencement of the Call-Off Contract.
- 4.1.2 From the Call-Off Contract Start Date the Supplier will nominate a Supplier Operational Contract Manager and the Buyer will nominate a Buyer Operational Contract Manager
- 4.1.3 Where a Supplier has not previously had a relationship with the Buyer, introductory events are facilitated by the Buyer where applicable.
- 4.1.4 Whilst it is recognised that Buyer/Supplier Contract Management may be incorporated within day to day Contract Management, there is certain information which may be escalated or is pertinent to the relationship with the Supplier at Governance . Examples of such information are listed under Appendix C.
- 4.1.5 The Buyer and Supplier will collaborate to ensure appropriate prioritisation of resources, focus and continuous improvement across all Call-Off Contracts between the Buyer and the Supplier.
- 4.1.6 Buyer SM Events, for handling the above matters, will be held at a frequency determined by the Buyer.

4.2 Collaborative Buyer/Supplier Events

- 4.2.1 Periodically, the Buyer will meet with all their Suppliers with whom they have Call-Off Contracts or who are actively participating in related programmes with the Buyer. Such events will be held quarterly, with the frequency determined by the Buyer. Suppliers should make every reasonable effort to participate in and contribute to such events.
- 4.2.2 The purpose of these events will be to:
 - provide the Buyer with the opportunity to share future pipelines of work;

- provide the Buyer with the opportunity to share future technology trends from their perspective.
- provide Suppliers with the opportunity to suggest improvements to the way the Buyer is managing its services;
- share emerging technologies as a result of Supplier activities;
- identify where there may be market shortages in skills and discuss mechanisms (training, knowledge sharing, buddying/mentoring, etc.) to address such shortages; and
- any other activity which may be proposed by the Buyer.

5. KEY OPERATIONAL CONTRACT MANAGEMENT MECHANISMS

5.1 Product Backlog (Scrum®) or Prioritised Requirements List (AgilePM®) or equivalent:

- 5.1.1 The Product Backlog will be the operational equivalent of a change control log capturing refinements, changes, additions and deletions to the Services contracted under the Call Off Contract. The Product Backlog demonstrates the value delivered (even if only at Deliverable Increment level) and provides an indicator on how much change to the Services had occurred;
- 5.1.2 Typical information to be held in the Product Backlog can be found in Appendix D;
- 5.1.3 The Product Backlog evidences value delivered and captures ongoing refinement

5.2 Data Platform Managed Services Matrix (NOT APPLICABLE TO DATA ENGINEERING SERVICE)

- 5.2.1 The managed services matrix maps all the active Services provided under the Call Off Contract

5.3 SOW Variation and Change Management

- 5.3.1 The managed services matrix maps all the active Services SOW Variation will be applied when changes to funding, scope and high-level Milestones and or timescale changes are required to an active SOW.
- 5.3.2 The Buyer will ensure sufficient allocated budget is available and that the SOW remains inside the scope of the Call-Off Contract. SOW Variations will be managed in line with Buyer governance procedures.
- 5.3.3 such SOW Variations will follow the procedure set out in Call-Off Schedule 5 (Change Control Procedure).

5.4 Balanced Scorecard

- 5.4.1 The Buyer will set out the service measurements for the Balanced Scorecard reporting and start date. The Supplier and Buyer will work together to develop and agree the detail of a Balanced Scorecard during the first 3 months of inception.
- 5.4.2 The principles outlined in Procurement Policy Note 09/16: Procurement for Growth Balanced Scorecard (or any updated policy) will apply.
- 5.4.3 The Parties will refer to the Balanced Scorecard Appendix E. The Supplier should be familiar with Strategic Themes and Critical Success Factors associated with Procurement Policy Note 09/16 (or latest equivalents) when formulating a Balanced Scorecard.
- 5.4.4 The frequency of update to the Balanced Scorecard will be determined by the Buyer and will be reported on at Commercial Performance Review Events

5.5 Risk Management

- 5.5.1 Both Parties will manage risk using the HM Treasury Green Book process (<https://www.gov.uk/government/publications/green-book-supplementary-guidance-risk>).
- 5.5.2 Both Parties will pro-actively manage risks attributed to them using the principles and concepts set out in the Orange Book which will underpin the risk management

practices in relation to the Services under this Call Off Contract

- 5.5.3 The Supplier will maintain a register of the risks which the Buyer and the Supplier have identified.
- 5.5.4 The Buyer will aim to ensure that the placement of risk is appropriate
- 5.5.5 The Supplier will develop, operate, maintain and amend, as agreed with the Buyer processes for:
 - the identification and management of risks;
 - the identification and management of issues; and
 - monitoring and controlling project plans.
- 5.5.6 The Supplier will allow the Buyer to inspect at any time within the Supplier's working hours the accounts and records which the Supplier is required to keep.
- 5.5.7 The Buyer may elect, at any point in time, to conduct ongoing Supplier risk management as set out in the Call Off Contract Attachment 7 Financial Distress:
 - the Buyer will use credit rating checks (for example Experian and Dun & Bradstreet) to monitor the financial health of the Supplier;
 - should the Buyer determine that a Supplier could be at financial risk, the Buyer may request financial details (including current unpublished accounts) in order to better understand any risk which could have an impact on the Call-Off Contract;
 - on request by the Buyer, the Supplier will provide and work to a financial risk mitigation plan as a means of protecting the interests of the Buyer; and
 - the Supplier will take reasonable steps to ensure the financial health of any Subcontractors it engages with. In the event of a potential risk with any Subcontractor the Supplier will notify the Buyer of such risks and the mitigation actions it is taking to protect the interests of the Buyer.

6. MATERIAL KPIs

- 6.1 The Supplier's performance will be measured by the Material KPIs set out in the Order Form.

- 6.2 The Supplier will comply with the Material KPIs and establish processes to monitor its performance against them and the Supplier's achievement of Material KPIs will be reviewed during Commercial Planning/Review Events.
- 6.3 The Buyer reserves the right to adjust, introduce new, or remove Material KPIs throughout the Call-Off Contract Period, however any significant changes to Material KPIs will be agreed between the Buyer and the Supplier in accordance with the Variation Procedure.
- 6.4 The Buyer reserves the right to use and publish the performance of the Supplier against the Material KPIs without restriction.
- 6.5 In the event that the Buyer and the Supplier are unable to agree the performance score for any Material KPI during a Commercial Performance Review Event, the disputed score will be recorded and the matter will be referred to the Buyer Authorised Representative and the Supplier Authorised Representative in order to determine the best course of action to resolve the matter (which may involve organising an ad-hoc meeting to discuss the performance issue specifically).
- 6.6 In cases where the Buyer Authorised Representative and the Supplier Authorised Representative fail to reach a solution within a reasonable period of time, the matter will be referred to the Dispute Resolution Procedure.

7. KEY INFORMATION

- 7.1 The Buyer requires the Supplier to provide the management information as identified in the Appendices to this Annex. These requirements are without limitation to the Buyer's right to require the submission of information, reports, records and data as set out elsewhere in the Call-Off Contract.

- 7.2 The Supplier will, within 30 days of the earliest of:

- 7.2.1 the date which is 30 days before the end of the Call-Off Contract Period;
- 7.2.2 receipt of a Termination Notice;
- 7.2.3 notification by the Buyer of an actual or intended Service Transfer; or
- 7.2.4 a written request by the Buyer,

provide the Buyer with a complete set of up to date information in respect of all types of information set out in the Annexes.

REDACTED VERSION

8. GLOSSARY OF OPERATIONAL CONTRACT MANAGEMENT RELATED TERMS

“Agile”	means a generic term to cover agile ways of working within the digital environment;
“Buyer Commercial Directorate Team”	means the Buyer commercial team who are responsible for approving all material changes to the Call Off Contract
Incremental Fixed Price	means the corresponding commercial mechanism, designed to transfer commercial risk to the Supplier.
“Product Backlog”	has the meaning described in section 5.1;
“Balanced Scorecard”	has the meaning described in section 5.4;
“Buyer SM Event”	has the meaning given as described in section 5.2;
“Operational Contract Management”	has the meaning as described in section 2;
“Call-Off Rate Card”	means the table of rates for different roles as captured in Call-Off-Contract Attachment 2 Charges and Invoicing
“Collaborative Buyer/Supplier Event”	has the meaning given as described in section 5.2;
“Operational Contract Manager/s”	means the Operational Contract Manager appointed by the Supplier and the Buyer in accordance with Appendix F of this schedule;
“Commercial Performance Review Meetings”	has the meaning as described in 2.1.17;
“Deliverable Increment”	means a tangible and measurable unit of delivery which can be accepted (or not) as contributing to an outcome and described separately to the tasks necessary to achieve and is linked to payment terms

**“Delivery
Performance
Review Meetings”**

has the meaning described in 2.1.8;

Fixed Priced”

means the corresponding commercial mechanism, designed to transfer commercial risk to the Supplier.

**Incremental Fixed
Price**

means the model has a Capped Time and Materials (provided on an open-book rate card basis for agreeing pricing) that fixes the price closer to the point of delivery for the Increment (maintaining risk transfer to the Supplier, whilst reducing the risk by delaying fixing the price to a point where the Increment has been better defined.

**“Operational
Contract
Management
Team”**

means the Buyer and Supplier contract management teams that oversee and manage the contractual obligations to ensure deliverables and value for money is achieved over the life of the Call Off Contract period.

**“Operational
Planning Event”**

has the meaning as described in 2.1.17;

**“Operational Review
Events”**

has the meaning as described in 2.1.7;

“Orange Book”

means the Orange Book: Management of Risks – Principles and Concepts accessible at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/191513/The_Orange_Book.pdf

Portfolio Kanban

means a Portfolio (EPIC) level Kanban process (using JIRA) that is intended to align capturing and reporting on business requirements within the SOW management process. This solution may replace all or part of what is described as a Product Backlog in the future and, whilst a slightly different mechanism, for the purposes of this Annex should be considered an equivalent

Product Backlog.

means the prioritised list of deliverable increments (tangible contributions to the solution). It is specifically above the level of tasks (see Sprint Backlog below) and provides the mechanism for the Buyer to prioritise and, jointly with the Supplier, refine the increments to the point where they can be priced and delivered.

“Programme”

means a programme of work, as identified by a portfolio number or equivalent;

Rainbow

means blended teams where Supplier staff are often directed by, and/or work closely alongside, Buyer staff. Often a combination of Supplier and Buyer management will oversee activity on a task basis. Such teams are therefore inside the scope of HMRC IR35 and the work will not usually be VAT recoverable. Risk is held almost exclusively by the Buyer;

Self-Directed Teams.

means a hybrid team/s responsible for discrete increments of product delivery where there is greater agility around finalising the detailed scope for that increment. The risk of increment delivery will be held by the Self-Directed Team and risk transfer is deferred to a point where the risk is relatively well defined (thus reducing risk contingency). Most importantly the “increment” is at a tangible delivery component level where the tasks necessary to deliver the increment are still down to the Self-Directed Team. Such teams should be outside the scope of IR35 and VAT should still be recoverable. Product increments will be refined during the course of the SOW, to a point where

the definition is suitably mature to be given to a self-directed team to deliver.

“Scrum Sprint”

means a time boxed period of time in which a useable product increment is created per the Scrum Guide™ (an Agile methodology);

“Sole Responsible Teams

means where the team or teams have sole responsibility for the full scope of the Call Off Contract deliverables which, other than the initial requirements and specifications are delivered solely by the Supplier. The overall scope, key milestones and the way delivery increments are developed will typically be managed almost exclusively by the Supplier – with minimal (if any) input from the Buyer, once the Call Off Contract commences. These teams will be outside the scope of IR35 and VAT will often be recoverable. Risk is held, almost exclusively by the Supplier and change is managed via formal contract level (or, as a minimum at overall SOW level)

“SOW Management”

has the meaning as described in 2.1.2;

“SOW Variation”

has the meaning given to it in paragraph 5.3.

Sprint Backlog

has the meaning to describe the level below the product increment (typically the tasks required to complete the increment). This or its equivalent, will be used by the supplier to manage and prioritise tasks. The Supplier will capture actual effort and skill/capability level required and for the purposes of improving future estimates.

Time and Materials”

means full based pricing where the Supplier is paid for the hours/days they

work – and accountability for delivery is more reputationally driven than commercially;

REDACTED VERSION

1.1 Appendix A: SOW Management Related Information

Topic	Frequency or Details
Operational Planning Event Frequency	[insert frequency]
Operational Review Event Frequency	[insert frequency]

The following table provides a list of information required by the Buyer as part of the SOW Management process.

Notes:

1. There are some artifacts which held at Operational Contract Management level which could equally apply at this level. Please read that list too (Appendix B).
2. Supplier and Subcontractor related topics are covered under Buyer/Supplier Management
3. This list is non-exclusive, and the Buyer may elect to include other information.

Type of Information		Required ?	Refresh Frequency
A1.01	Backlog (Task level)	Yes	Operational Planning Event
A1.02	Forecast Resource Profile	Yes	Operational Planning Event
A1.03	Actual Resource Utilisation	Yes	Operational Review Event
A1.04	Task Completion Status	Yes	Operational Review Event
Typical Agile Artifacts (Statement of Work Information)			
A1.10	Sprint Burndown Report	Y	[specify]
A1.11	Velocity Chart	Y	[specify]
A1.12	Epic and Release Burndown Chart	N	[specify]
A1.13	Agile Control Chart	N	[specify]
A1.14	Cumulative Flow Diagram	N	[specify]
A1.15	Value Delivered Chart	N	[specify]
A1.16	Work Item Age Chart	N	[specify]

1.2 Appendix B: Call-Off Contract Management Information

Topic	Frequency or Details
Commercial Planning/Review Event Frequency	[frequency TBC]

The following table provides a list of information required by the Buyer as part of the Operational Contract Management process or otherwise requested. The list included is non-exclusive and the Buyer may request to amend as required during the Call Off Contract Period.

Ref.	Type of Information	Required ?	Refresh Frequency
Contract Management Artifacts			
A2.01	Backlog (Deliverable Increment Level) (including agreements to Acceptance, Pricing, Status, etc – see Backlog for details)	Yes	Commercial Planning / Review Event
A2.02	List of Supplier Staff including SOW unique identifier Name, Job Role, link to Call-Off Rate Card, rate, Start Date, End Date, Planned Days, Forecast Days, Actual Days, Security Level, Contractor Status, IR35 determination, etc as specified by the Buyer)	Yes	Commercial Planning / Review Event
A2.03	Charges/Spend Cash Flow Data including SOW, Budget, Forecast, Actual, PO number/s, Variations, etc as specified by the Buyer	Yes	Commercial Planning / Review Event
A2.04	Risks, Issues (and Opportunities) Log including impact assessment, mitigation details, etc.	Yes	Commercial Planning / Review Event
A2.05	Any remediation plans agreed, and any progress against an agreed remediation plan.	Yes	Commercial Planning / Review Event
A2.06	Statement of any commercial issues raised by the Supplier during that period (e.g., late payment). Report of resolution of any previously noted items.	Yes	Commercial Planning / Review Event
A2.07	Copies of Notices received and/or issues by the Buyer, and referrals to any Dispute Resolution Procedure	Yes	On demand by the Buyer
A2.08	Variations detailing material changes to scope, cost, major milestones and/or overall timescales	Yes	On demand by the Buyer
A2.09	Stakeholder Map	N	On demand by the Buyer
A2.10	Communications Plan	N	On demand by the Buyer
A2.11	Copies of all Contract related documents including referenced documents, relevant Sub-Contracts and any ancillary documents (including amendments)	Yes	On demand by the Buyer
A2.12	Current contact and address for notices under the Call-Off Contract.	Yes	Immediate and updates following any changes
	[Please insert any other specific details relating to the provision of management information required by the Buyer.]	N	[insert frequency]

Ref.	Type of Information	Required ?	Refresh Frequency
Typical AgilePM® Products (ref: Agile Project Management Handbook by the DSDM® Consortium): https://www.agilebusiness.org/page/ProjectFramework_08_Product			
A2.20	Terms of Reference	N	[specify]
A2.21	Business Case	N	[specify]
A2.22	Solution Architecture Definition	N	[specify]
A2.23	Development Approach Definition	N	[specify]
A2.24	Delivery Plan (also under Implementation Plans)	N	[specify]
A2.25	Timebox Plans (also under Implementation Plans)	N	[specify]
A2.26	Timebox Review Records	N	[specify]
A2.27	Management Approach Definition	N	[specify]
A2.28	Feasibility Assessment	N	[specify]
A2.29	Foundations Summary	N	[specify]
A2.30	Project Review Report	N	[specify]
	[Please insert any other specific details relating to the provision of management information required by the Buyer.]	N	[insert frequency]
Other Agile Products (courtesy Blended Agile Delivery www.thebadtoolkit.com)			
A2.40	V MOST Mission Boards	N	[specify]
A2.41	ROI Projections	N	[specify]
A2.42	EPIC Board (also under Implementation Plans)	N	[specify]
A2.43	User Stories	N	[specify]
A2.44	Release Propositions	N	[specify]
A2.45	Proof of Concepts (POCs) / Spikes	N	[specify]
A2.46	Designs / UX (User Functionality)	N	[specify]
A2.47	Business Architecture Changes	N	[specify]
A2.48	Data Changes	N	[specify]
A2.49	Candidate Architectures	N	[specify]
A2.50	PTEST Requirements	N	[specify]
A2.51	Elaboration Boards (also under Implementation Plans)	N	[specify]
A2.52	Spring Boards (also under Implementation Plans)	N	[specify]
A2.53	Delivery Metrics	N	[specify]
A2.54	Health Checks	N	[specify]
	[Please insert any other specific details relating to the provision of management information required by the Buyer.]	N	[insert frequency]

Ref.	Type of Information	Required ?	Refresh Frequency
Contributions to Other Programme / Project Management Artifacts (not listed above)			
A2.60	Technical Requirements (Functional / Non-Functional)	N	[specify]
A2.61	Technical Constraints (e.g. compatibility with existing systems)	N	[specify]
A2.62	Pre-procurement support activities	N	[specify]
A2.63	Make or Buy Analysis	N	[specify]

Ref.	Type of Information	Required ?	Refresh Frequency
A2.64	Technical Stack Specification	N	[specify]
A2.65	Technical Road Map	N	[specify]
A2.66	Target Operating Model	N	[specify]
A2.67	Skills Requirements Profile	N	[specify]
	[Please insert any other specific details relating to the provision of management information required by the Buyer.]	N	[insert frequency]

Ref.	Type of Information	Required ?	Refresh Frequency
Security and Personal Data Reporting Information			
A2.70	DSP Toolkit Submissions	Yes	Annually in arrears
A2.71	Copies of required security clearance certificates for all staff (where staff process Patient Identifiable Data or are on Buyer Premises or access Buyer Systems)	Yes	[On demand by the Buyer] [In advance of commencement of activity]
A2.72	Unique individual identifier number and full name of staff handling Patient Identifiable Data (where staff process Patient Identifiable Data or are on Buyer Premises or access Buyer Systems)	Yes	[On demand by the Buyer] [In advance of commencement of activity]
A2.73	Updated DPIA	N	[insert frequency]
A2.74	Completed Information Security Management (ISM) Document Set	N	[insert frequency]
A2.75	Evidence of data destruction certification	Yes	On demand by the Buyer
A2.76	Notices of any breach of data provision or security provisions	Yes	On occurrence

Ref.	Type of Information	Required ?	Refresh Frequency
Handover / Exit Related Information			
A2.80	Records required by Law as they relate to the provision of the services (including in relation to health and safety matters and health and safety files), such records to be prepared in accordance with any applicable laws or regulations.	Yes	On demand by the Buyer
A2.81	All training, implementation, operation and maintenance manuals related to the provision of the Deliverables.	Y	On demand by the Buyer
A2.82	All certificates, licences, registrations or warranties related to the provision of Deliverables	Y	On demand by the Buyer
A2.83	Exit Plan (and any requested updates)	Y	(see Call-Off Schedule 10: Exit Management)
	[Please insert any other specific details relating to the provision of management information required by the Buyer.]	N	[insert frequency]

Ref.	Type of Information	Required ?	Refresh Frequency
TUPE Information			
A2.90	Details of service functions that have provided services to the Buyer, and the denoting characteristics that delineate the functions (including but not limited to function code references and names used on the Supplier's finance system, and period of time for which such code has existed).	N	On demand by the Buyer
A2.91	Details of the number of customers supported by the Supplier's named service functions.	N	On demand by the Buyer
A2.92	The Staffing Information (as defined in Call-Off Schedule 2 (Staff Transfer) Buyer in relation to an anticipated potential Service Transfer or as required to be provided under the Schedule	N	On demand by the Buyer
	[Please insert any other specific details relating to the provision of management information required by the Buyer.]	N	[insert frequency]

1.3 Appendix C: Buyer/Supplier Management Information

Topic	Frequency or Details
Buyer SM Event Frequency	[insert frequency] or frequency

The following table provides a list of information required by the Buyer as part of the Buyer/Supplier Contract Management process.

Notes:

1. This list is non-exclusive, and the Buyer may elect to include other information.
2. This list is also illustrative and non-exhaustive. It is anticipated the Buyer will review and edit these tables as part of preparing a Call-Off Contract (and reserves the right to amend during the Call-Off Contract Period).
3. Information which could be seen to be advantageous to all Suppliers or which would be of benefit to all parties.

Ref.	Type of Information	Required ?	Refresh Frequency
Supplier and Sub-Contract Related Information			
A3.01	Report from the Supplier of any change to its financial standing / any change to its group structure.	Yes	On demand by the Buyer
A3.02	Request for use of any additional Subcontractors not forming part of the original Call Off Contract either: <ul style="list-style-type: none"> • As part of a proposed response to a new procurement process; or • during execution of an existing Call-Off Contract 	Yes	Prior to competition. Prior to mobilisation (as appropriate)
A3.03	Written confirmation by the Supplier and subcontractor(s) that a contract is in place which mirrors the provisions of the Call-Off Contract with the Supplier	Yes	On demand by the Buyer
A3.04	Written confirmation by subcontractor(s) that the provisions under A3.03 have been cascaded down their supply chain	Yes	On demand by the Buyer
A3.05	Copies of published financial accounts	Yes	On demand by the Buyer
A3.06	In the event of the Buyer is aware of any financial difficulties being faced by the Supplier (as reasonably judged by the Buyer), copies of current accounts (whether published or not)	Yes	On demand by the Buyer
	[Please insert any other specific details relating to the provision of management information required by the Buyer.]	N	[insert frequency/Details]

Ref.	Type of Information	Required ?	Refresh Frequency
Aggregated Views			
A3.10	Summary of performance reports Variations and SOWs (possibly in the form of a traffic light report). All as required by the Buyer	Yes	Buyer SM Event
A3.11	Summary of cash flow (forecast, actual) against the estimated Call-Off Contract value and relative SOWs	Yes	Buyer SM Event
A3.12	Summary of resources deployed and any people issues requiring resolution	Yes	Buyer SM Event
A3.13	Summary of escalated risks, issues and other escalation topics (e.g. around obligations)	Yes	Buyer SM Event
A3.14	Quality Review Heat Map (or equivalent) capturing an assessment of quality against things like user needs, roadmaps, technology, delivery, transparency, decision making, go-live readiness, etc as defined by the Buyer	Yes	Buyer SM Event
	[Please insert any other specific details relating to the provision of management information required by the Buyer.]	N	[insert frequency/Details]
Supplier (and Buyer) Performance and Continuous Improvement			
A3.20	Overall "Temperature Checks" or "Office Vibe" status or equivalent – providing 360° feedback on things like relationships, recognition, growth and development, wellness, happiness, etc	Y	Buyer SM Event
A3.21	Balanced Scorecard	N	Buyer SM Event
A3.22	Mutual personnel development opportunities	N	As mutually agreed
A3.23	Continuous improvement / opportunities/lessons learnt	Y	As mutually agreed
	[Please insert any other specific details relating to the provision of management information required by the Buyer.]	N	[insert frequency/Details]
Overall Supplier Governance			
A3.30	Summary of agreed remediation actions and their status	Yes	Buyer SM Event
A3.31	Mutual Review and endorsement of Call-Off Contract Variations	Yes	On demand by the Buyer
A3.32	Recommendations to be reported back to Crown Commercial Services at framework level	Yes	As mutually agreed
	[Please insert any other specific details relating to the provision of management information required by the Buyer.]	N	[insert frequency/Details]

1.4 Appendix D: Example Product Backlog Item List Contents

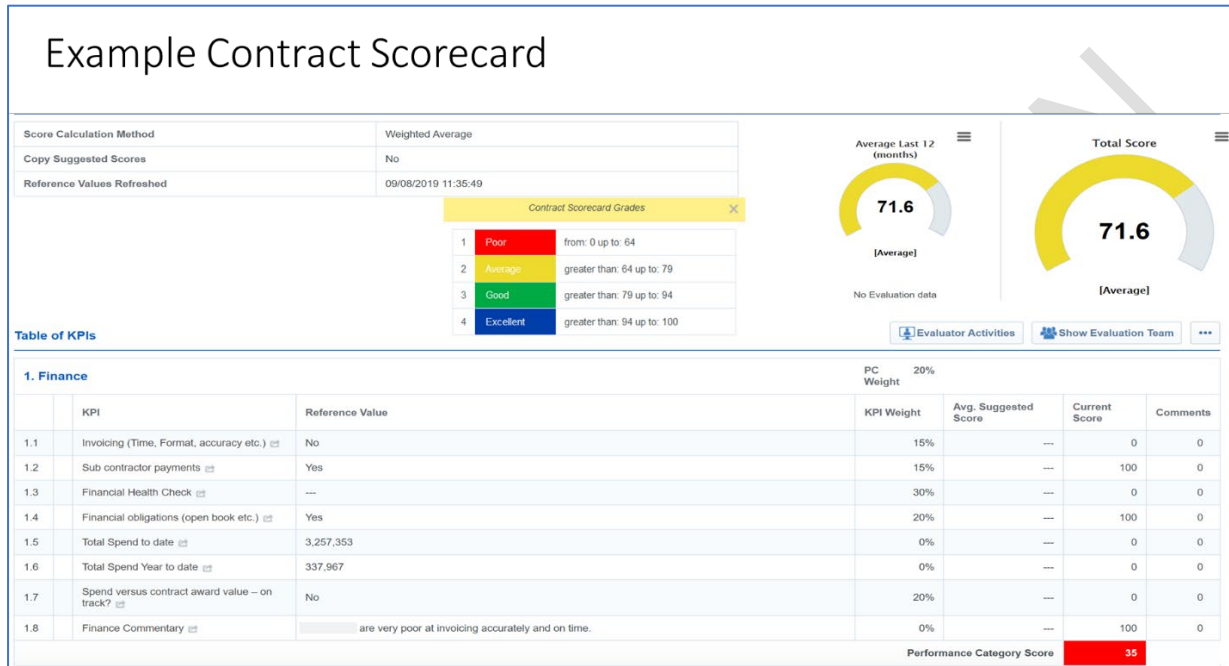
The following table provides the information which should typically be maintained with the Backlog:

Field	Purpose
Level 1 No	A number to identify level 1 in the Backlog hierarchy. In typical agile terminology this will be an “ Epic ” level reference, where the Epic is a high level (ideally business related) requirement which loosely defines what is needed. In more traditional language it might be described as a goal.
Level 2 No	In more traditional language it might be termed a specific Deliverable or Milestone or SMART (Specific, Measurable, Achievable, Relevant and Timebound) Objective. As time progresses Epics, and more is known about the topic are able to be refined into User Stories. Under the Incremental Fixed Price or Fixed priced models of payment, it will usually be at this level that payment will be made on achieving a milestone. In the context of this document this is Deliverable Increment, something which can be delivered over a finite period of time (typically between 1 and 4 weeks), which can be accepted as having been done (often recognised by an acceptance certificate). It is also at this level that actual time and materials should be captured. This is usually the lowest level of granularity to be captured at Call-Off Contract Management level
Title	Brief text to describe the Backlog Item
Description	A longer description (or reference to a longer description) to help the reader understand the Backlog Item
Created On	The date the item was created (helpful to understand when the item was first created or added to the backlog – typically as a result of ongoing refinement)
Contract Milestone	Reference to a key contractual milestone
Updated On	The date the item was last updated
Status	Live, On Hold, Superseded, or Deleted. The whole concept of agile is that items can come and go as more is learnt. This can even include whole Epics. It's important to capture Deleted and Superseded items because the backlog is used for Operational Change reporting purposes.
Planned Date	Date the item was original due to be completed by
Forecast/ Actual Date	Date the item is now forecast to be completed by if not yet completed, or actual date if completed
Fixed Date	Identifies if the delivery date is fixed (and potentially subject to performance credits or liabilities if missed)
Priority	Using something like MoSCoW (Must Have, Should Have, Could Have and Won't Have) which, in combination with dates, helps prioritise items.
Progress	Not Started, In Progress, Completed or Accepted.
Estimated Size	Under Agile this will normally be something like a “T-Shirt Size” (XL, L, M, S, XS or equivalent) or a “Poker Size” (?, 0, ½, 1, 2, 3, 5, 8, 13, 20, 40, 100, ∞)
Fixed Price	Populated once the price is agreed (at the start of the SOW if Fixed Price, on agreement of the Deliverable Increment under Incremental Fixed Price).
Actual Cost	To capture the actual cost, regardless of pricing model. This is useful to help improve future estimating
Acceptance Criteria	Used to summarise (or reference) the agreed acceptance criteria for the item.

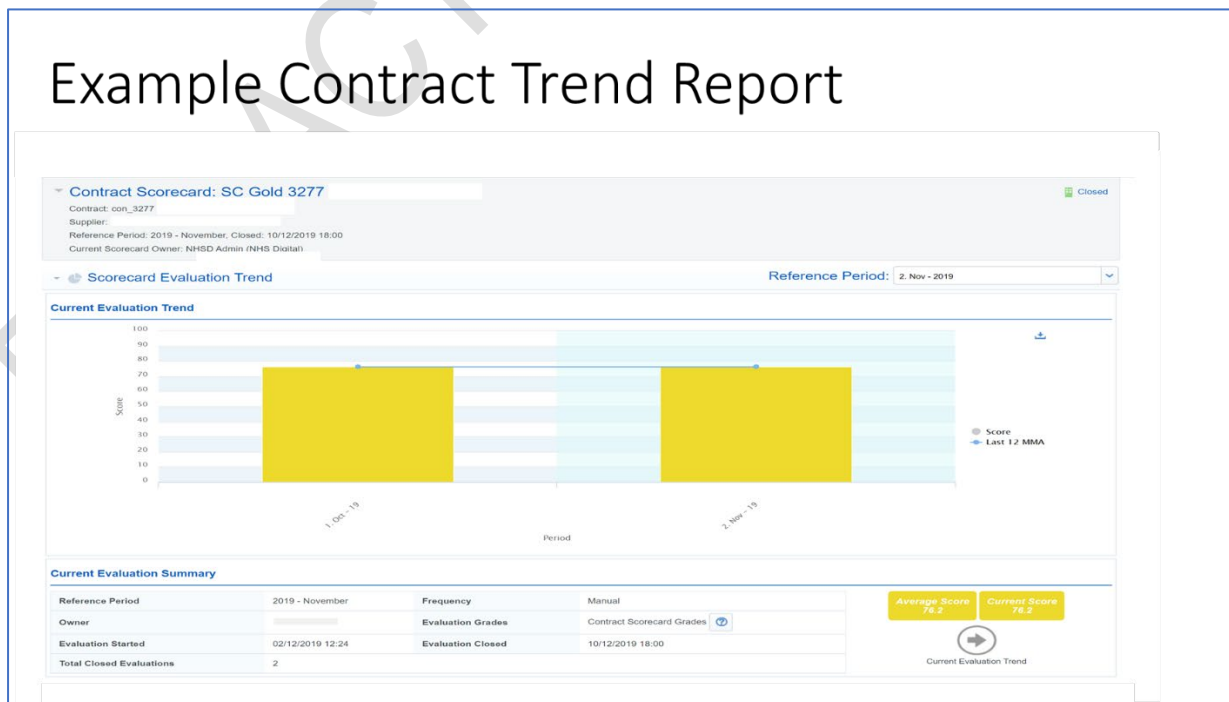
1.5 Appendix E: Balanced Scorecard (Example)

1. In addition to any Supplier performance management obligations set out in the Framework Contract, the Buyer and the Supplier may agree to the following Balanced Scorecard & KPIs for this Call-Off Contract (see Balanced Scorecard examples below). However, the Balanced Scorecards may change and be amended over the life of the Contract.

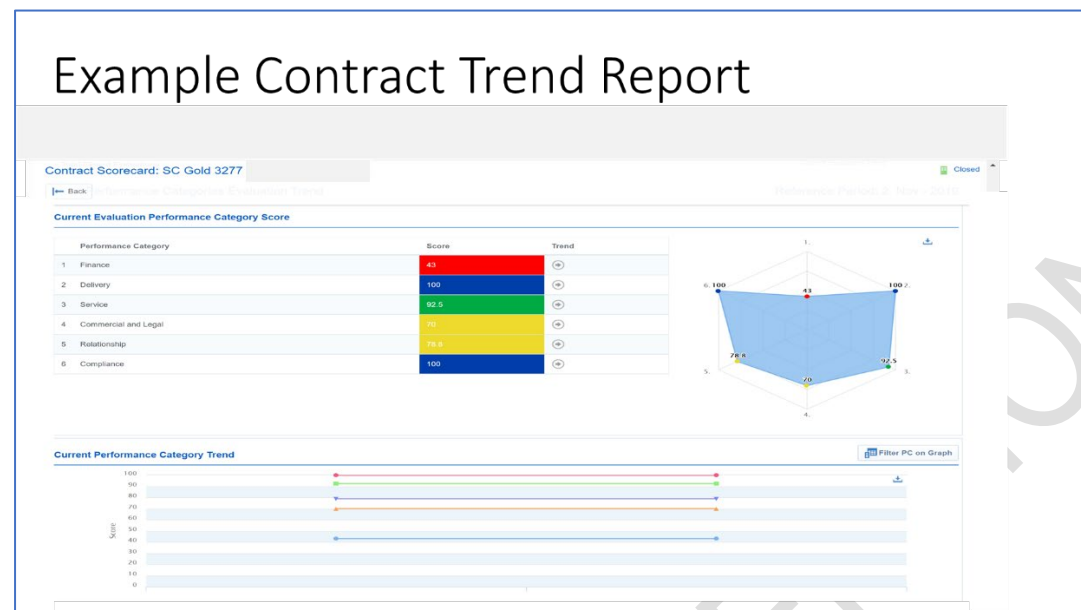
Example 1



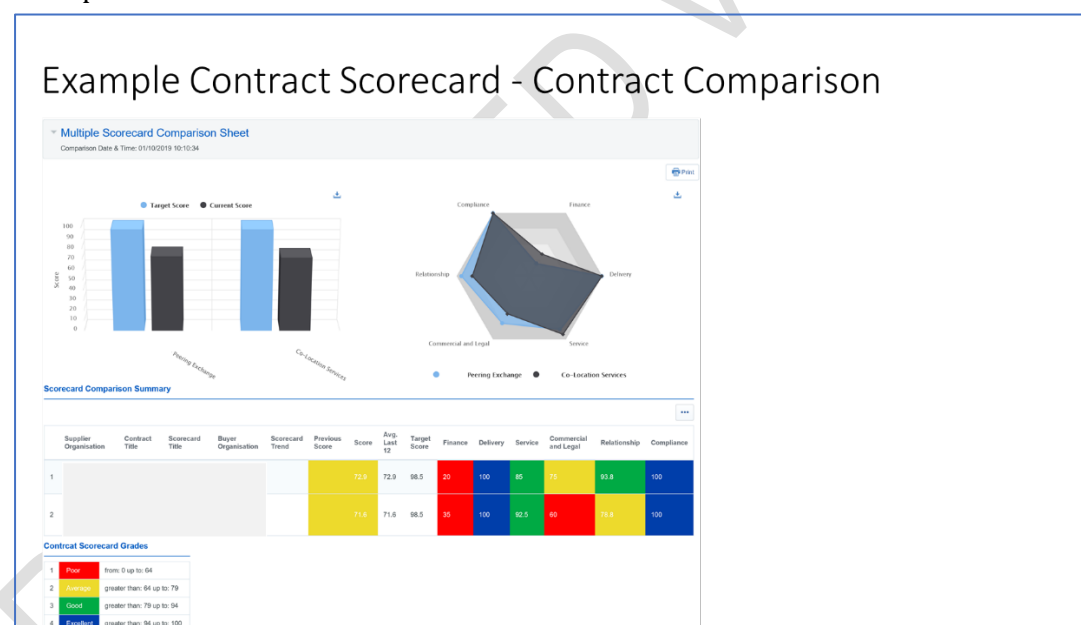
Example 2



Example 3



Example 4



- The purpose of the Balanced Scorecard is to promote contract management activity, through measurement of a Supplier's performance against key performance indicators, which the Buyer and Supplier should agree at the beginning of a Call-Off Contract. The targets and measures listed in the example scorecard (above) are for guidance and should be changed to meet the agreed needs of the Buyer and Supplier.
- The recommended process for using the Balanced Scorecard is as follows:

- The Buyer and Supplier agree a templated Balanced Scorecard together with a performance management plan, which clearly outlines the responsibilities and actions that will be taken if agreed performance levels are not achieved.
- On a pre-agreed schedule (e.g., monthly), both the Buyer and the Supplier provide a rating on the Supplier's performance
- The supplier is to provide their monthly/ quarterly assurance pack at least 5 working days prior to the meeting, with the buyer to return their scorecard, agenda and comments 2 working days before the meeting.
- Following the initial rating, both Parties meet to review the scores and agree an overall final score for each key performance indicator
- Following agreement of final scores, the process is repeated as per the agreed schedule.

1.6 Appendix F: Contract Board Membership

The following tables to be maintained as appropriate

Named Programme Board Members	
Buyer	
[Title 1]	[insert name]
[Title 2]	[insert name]
[Title 3]	[insert name]
Supplier	
[Title 1]	[insert name]
[Title 2]	[insert name]
Other	
[Title 1]	[insert name]
[Title 2]	[insert name]

Named Technical Board Members	
Buyer	
[Title 1]	[insert name]
[Title 2]	[insert name]
[Title 3]	[insert name]
Supplier	
[Title 1]	[insert name]
[Title 2]	[insert name]
Other	
[Title 1]	[insert name]
[Title 2]	[insert name]

Named Change Management Board Members	
Buyer	
[Title 1]	[insert name]
[Title 2]	[insert name]
[Title 3]	[insert name]
Supplier	
[Title 1]	[insert name]
[Title 2]	[insert name]
Other	
[Title 1]	[insert name]
[Title 2]	[insert name]

Named Risk Management Board Members	
Buyer	
[Title 1]	[insert name]
[Title 2]	[insert name]
[Title 3]	[insert name]
Supplier	
[Title 1]	[insert name]
[Title 2]	[insert name]
Other	
[Title 1]	[insert name]
[Title 2]	[insert name]

Named Service Management Board Members	
Buyer	
[Title 1]	[insert name]
[Title 2]	[insert name]
[Title 3]	[insert name]
Supplier	
[Title 1]	[insert name]
[Title 2]	[insert name]
Other	
[Title 1]	[insert name]
[Title 2]	[insert name]

Appendix G: SOW and Increment Definition Templates

SUBJECT TO CONTRACT

1. STATEMENT OF WORK (“SOW”) DETAILS	
<p>Upon execution, this SOW forms part of the Call-Off Contract C22147 Data Engineering Services</p> <p>The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements and the Parties will execute a separate SOW in respect of each, or alternatively agree a variation to an existing SOW.</p> <p>All SOWs must fall within the Specification and provisions of the Call-Off Contract.</p> <p>The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.</p>	
SOW Reference:	
SOW Title:	
SOW Version:	
SOW Status:	
Date of SOW:	
Call-Off Contract Reference:	
Variation Reference:	
Buyer Cost Centre Number:	
Supplier:	
SOW Start Date:	
SOW End Date:	
Duration of SOW:	
PO Reference Number (if known):	

2. BUYER ENDORSEMENTS

Role	Name	Dated
Business (Programme)		
Business (Op. Cont. Mgr)		
Commercial		
Finance		
Legal (if needed)		
IR35 Sign-Off (if needed)		

3. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT

Call-Off Services			
	Service	Primary	Other
	DevOps Services	<input type="checkbox"/>	<input type="checkbox"/>
	Digital Definition Services	<input type="checkbox"/>	<input type="checkbox"/>
	Build and Transition Services	<input type="checkbox"/>	<input type="checkbox"/>
	End-to-End Development Services	<input type="checkbox"/>	<input type="checkbox"/>
	Data Management (and similar Services)	<input type="checkbox"/>	<input type="checkbox"/>
SOW Background			

3. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT

Delivery phase(s)	<input type="checkbox"/> Discovery	<input type="checkbox"/> Alpha	<input type="checkbox"/> Private Beta	<input type="checkbox"/> Public Beta
	<input type="checkbox"/> Live	<input type="checkbox"/> Retirement	<input type="checkbox"/> Data Engineering and Analytics	
Overview of Requirement				
Accountability Models	The following accountability model shall apply to this Statement of Work (note that Rainbow Team includes any multiparty team – including Buyer and single Supplier):			
	Sole Accountability	<input type="checkbox"/>	Self Directed Team	<input type="checkbox"/> Rainbow Team <input type="checkbox"/>
Location/s	The Services outlined within this SOW will be delivered to/from:			
	Location	To	From	
	Lunar House, Croydon, Surrey, CR9 2BY	<input type="checkbox"/>	<input type="checkbox"/>	
	Bedfont Lakes, 6 New Square, Feltham, TW14 8HA	<input type="checkbox"/>	<input type="checkbox"/>	
	Alternate/Offsite working locations as applicable*	<input type="checkbox"/>	<input type="checkbox"/>	
	Supplier's own premises	<input type="checkbox"/>	<input type="checkbox"/>	
	Remote (home) working	<input type="checkbox"/>	<input type="checkbox"/>	
Offshore roles may be permitted under this Statement of Work			<input type="checkbox"/>	

4. HIGH LEVEL INDICATIVE HMRC IR35 DETERMINATION

(Note that this is indicative. A full Home Office determination will still be needed)

No	Statement	Mark
1.	The Buyer is requesting named individuals for the role/s and/or will not accept substitutes for the key individual/s; and/or	<input type="checkbox"/>
2.	The individual/s and or role/s will not be working to pre-agreed deliverable/increment milestones/service level agreements. e.g. they will be being directed as part of an integrated Buyer or Buyer appointed team (rainbow / blended); and/or	<input type="checkbox"/>
3.	The Buyer requires flexibility to quickly redeploy the individual/s and/or role/s for purposes other than agreed outcomes as priorities change; and/or	<input type="checkbox"/>
4.	The individual/s and/or role/s is/are being paid on a pure time and materials basis and are not carrying any financial risk to rectify/complete any agreed deliverables within the pre-agreed price; and/or	<input type="checkbox"/>
5.	The individual/s and/or role/s will require to manage resources (governance, financial, systems, or people) within the Buyer's organisation or for organisations other than their own (e.g. an officer of the company); and/or	<input type="checkbox"/>
6.	Other than mandatory training, the individual/s and/or role/s will require training by the Buyer in order to enable them to carry out their role/s.	<input type="checkbox"/>

For the purposes of HMRC IR35, for the individual/s and/or role/s covered by this determination (*strike out A, B, or C as appropriate e.g. struck out leaving one box clear*):

A. The individual/s and/or role/s is/are deemed to be **inside the scope of HMRC IR35** based on the checked criteria identified above (inside if any have been checked). As such it is required that the individuals pay full PAYE/NI for the work undertaken and therefore must not be working for a Personal Services Company (PSC) unless via an approved umbrella organisation. The individual/s must not be a material shareholder (over 5%) within the organisation being contracted with

B. None of the above criteria have been checked and the work consists of clearly defined deliverables which must be completed within the fixed / capped time and material budget agreed for the work ahead of execution and the individual/s and/or role/s are therefore **clearly fully outside the scope of HMRC IR35**

C. ~~None of the criteria has been checked, but there is a degree of uncertainty and therefore a full HMRC CEST determination certificate is attached for each individual.~~

- ~~The full HMRC CEST certificate states that the individual/s and/or role/s are **unambiguously outside the scope of HMRC IR35.**~~
- ~~The full HMRC CEST determination is indeterminate or inside IR35 and the individual/s and/or role/s is/are considered to be **within the scope of HMRC IR35**. Such individual/s are required to pay full PAYE/NI contributions via appropriate employment / umbrella cover. Individuals shall not have a material share holding.~~

REDACTED VERSION