

**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 TBC between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234>. The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

This Order Form shall comprise:

1. This document headed "Order Form";
0. Attachment 1 – Services Specification;
1. Attachment 2 – Charges and Invoicing;
2. Attachment 3 – Implementation Plan;
3. Attachment 4 – Service Levels and Service Credits;
4. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
5. Attachment 6 – Software;
6. Attachment 7 – Financial Distress;
7. Attachment 8 - Governance
8. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
9. Attachment 10 – Transparency Reports; and
10. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

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

Section A

General information

Contract Details

Contract Reference:	708926451
Contract Title:	ICT Engineering Management and In-Service Support
Contract Description:	ICT Engineering Management and In-Service Support
Contract Anticipated Potential Value:	this £4,152,000.00 (excluding VAT) should set out the total potential value of the Contract
Estimated Year 1 Charges:	Redacted under FOIA Section 43, Commercial interests
Commencement Date:	this should be the date of the last signature on Section E of this Order Form 1 December 2023

Buyer details

Buyer organisation name
Ministry of Defence

Billing address
Your organisation's billing address - please ensure you include a postcode
Navy Command, Leach Building, Portsmouth, PO2 8BY

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

Buyer representative contact details
Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 50.6 of the Contract.
Eliot.murton100@mod.gov.uk

Buyer Project Reference
Please provide the customer project reference number.
708926451

Supplier details

Supplier name
The supplier organisation name, as it appears in the Framework Agreement
Carbon60 Limited

Supplier address

Supplier's registered address

800 The Boulevard, Capability Green, Luton, Bedfordshire, LU1 3BA

Supplier representative name

The name of the Supplier point of contact for this Order

Redacted under FOIA Section 40, Personal Information

The Supplier shall notify the Authority if their representative changes to allow any requests from

Supplier representative contact details

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

Redacted under FOIA Section 40, Personal Information

Redacted under FOIA Section 40, Personal Information

Order reference number or the Supplier's Catalogue Service Offer Reference Number

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.

TBC.

Guarantor details

N/A

Guarantor Company Name

The guarantor organisation name

N/A

Guarantor Company Number

Guarantor's registered company number

N/A

Guarantor Registered Address

Guarantor's registered address

N/A

Section B

Part A – Framework Lot

Framework Lot under which this Order is being placed

RM6100

3B – Operational Services – Operational Management



Part B – The Services Requirement

Commencement Date

See above in Section A

Contract Period

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
3B	36 (3)

Initial Term Months

36 Months

Extension Period (Optional) Months

N/A

Minimum Notice Period for exercise of Termination Without Cause

30 Calendar days for Contract

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

Sites for the provision of the Services

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

The Supplier shall provide the Services from the following Sites:

Buyer Premises:

Tasking and project work will require attendance, predominantly in and around the Portsmouth Naval Base area, and specifically Portsdown technology Park (PTP), MCSU. The delivery team will be required to visit/work in other Military locations across the UK.

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

Supplier Premises:

Not Applicable

Third Party Premises:

Not Applicable

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 (£) - £1,000,000

Professional Indemnity Insurance (£) - £1,000,000

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

As detailed in Services Specification

Goods

Should any goods be required, prices will be agreed

Governance – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.

Governance Schedule	Tick as applicable
Part B – Long Form Governance Schedule	Applicable

The Part selected above shall apply this Contract.

Change Control Procedure – Option Part A or Part B

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

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

- for the purpose of Paragraph 3.1.2 (a), the figure shall be £1,000; and
- for the purpose of Paragraph 8.2.2, the figure shall be £1,000,000.

Section C

Part A - Additional and Alternative Buyer Terms

Additional Schedules and Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.

Part A – Additional Schedules

Additional Schedules	Tick as applicable
S1: Implementation Plan	Applicable
S3: Security Requirements	Part A
S4: Staff Transfer	Applicable
S6: Business Continuity and Disaster Recovery	Applicable
S7: Continuous Improvement	Applicable
S8: Guarantee	TBC if required
S9: MOD Terms	Applicable

Part B – Additional Clauses

Additional Clauses	Tick as applicable
C2: Security Measures	Applicable

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

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

Additional Schedule S3 (Security Requirements)

Draft Security Management Plan To Be Inserted When Supplied

Section D

Supplier Response

Commercially Sensitive information

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

Pricing Breakdown. Named Staff. Working Histories.

As part of the logistics requirements of this contract, Carbon60 lease a van. This asset is to be used only by individuals contracted by Carbon60 undertaking work on behalf of the Authority. The Authority does not have a right-of-use. The van will be located at Maritime C5ISR Support Unit, Navy Command HQ Portsmouth, QinetiQ Portsmouth Technology Park, Southwick Road, Portsmouth, PO6 3RU.

Attachment 1 – Services Specification ND-

0350 ICT Technical Management and In-Service Support.

Introduction

1. Navy Command (NC), Maritime C5ISR Support Unit (MCSU) requires **Engineering Management, Portfolio Management and In-Service Support** for all non-Enterprise Information and Communications Technologies (ICT) used across the Royal Navy (RN) Estate.
2. This non-Enterprise ICT empowers the full range of NC Outputs and Activities, from CASD, Operational Deployments, Ops support, through to Non-Operational day-to-day business as usual. These ICT systems and equipment sets are used across the entire range of Ships, Submarines, Air Stations, RN flights, RM units, HQs, Naval Bases and RN/RM Shore Establishments/Barracks. There are in excess of 13,000 equipment/system elements in use, these consist of Computers, Servers, Networks Switches/Routers, Laptops, Tablets, Audio-Visual Equipment, Printers and Cameras.

Overview of Requirement

3. The Technical Services required enable the provision of equipment to facilitate RN tasks such as Security, Intelligence Gathering, Navigation, Engineering Support, Personnel Management, Logistics, Budgeting, Safety, Training, etc and in all instances where there is no corporate MOD Business Services, JFC/DD (inc. MoDNET/OpNET) or DE&S solution available.
4. These Technical Services are managed and supported across the RN by this essential end-to-end Engineering, Technical and Project/Portfolio Management Service, which, cover all types of non-Enterprise MOD ICT, that is funded and used solely by NC TLB.
5. Technical Services include Project Management of this ICT portfolio to deliver value for money and coherent Technical Management across NC, to ensure ICT Security Accreditation, Information Assurance/Security and Asset Management to meet JSP 440 Security Regulations and HMG/MOD Information Assurance Policy.
6. The day-to-day management of this service provision is essential to ensure continued RN functionality. Without these services there would be a rapid effect on the ability of the RN to complete a wide range of activities/outputs across NC, impacting the RN's ability to deliver Operations, Defence standing and contingent tasks. NC HQ would lose all management and control of In-Service ICT Support, Maintenance, Repair and Programme/Portfolio Management.

SOW Deliverables – Outcome Description

7. The day-to-day management of all **Engineering Management, Project/Portfolio Management and In-Service Support** for NC supplied equipment and systems, providing the following services:

- a. Implementation of all MOD mandated Security Applications/Procedures on NC ICT assets as a managed service.
- b. Project manage and deliver ICT Hardware/Software and support solutions to NC end users to agreed timeframes and budget constraints.
- c. Asset tracking, to document the current state of ICT throughout NC. This database records all Hardware/Software/Licencing and Configuration elements about assets to include IT security accreditation details, in accordance with the direction provided by HMG, MOD and NC Information Assurance and Security Regulations and policy.
- d. Mobile technical support to larger fixed networks and systems installed at NC locations throughout the UK.
- e. Build, deliver and support NC ICT equipment and systems supplied to all platforms and establishments, at all security classifications up to and including Above Secret
- f. Compilation, Management and delivery of Security Operating instructions (Sy-OPS), Risk Management and Accreditation Document Sets (RMADS) and other system accreditation documents as part of all NC ICT deliverables, providing this to NC end users in accordance with HMG and MOD IT Security and Information Assurance policy and regulations.
- g. Technical evaluation and/or advice for ICT network/server/client/software designs; develop cost effective and innovative solutions that meet user requirements, compliant with all relevant HMG and MOD policy/regulations, for the provision of ICT in the public sector.
- h. Advise on emergent technology; conduct evaluations and provide suggestions for the continuous improvement and development of NC systems, in order that innovative ways of working can be exploited to support NC outputs.
- i. ICT Portfolio Project/Programme Management and Through Life Planning and Budgeting for NC ICT.
- j. Manage, co-ordinate and deliver all Logistic Support necessary to enable these Technical and Engineering Services, to include Obsolescence Management and disposals.
- k. Response to and management of OPDEFs, deploying engineering services globally to support ships/units across the UK and overseas.
- l. Management and delivery of ongoing technical upgrades, carrying out this work both in the UK and overseas.

m. Support to a wide range of Navy Digital force generation activity through the enablement of the endorsed Information Exchange Requirement (IER).

n. Enable MCSU to discharge its responsibilities as an 'Equipment Authority', ensuring full compliance with Engineering and Safety standards.

o. Manage and deliver ICT and Information Security (INFOSEC) assurance and compliance for all NC delivered operational ICT systems.

8. All the above Technical Services directly enable all current Operations, including critical ongoing support to elements of all Defence Taskings with a maritime contribution.

9. Services are expected to be maintained over the full 36 months duration of the contract, below are the outputs required followed by the activities necessary to fulfil this requirement (details in Annex A):

Output Reference	Description
1	ICT Build and Service Management
2	ICT Programme Management
3	ICT Logistics
4	ICT Mobile Device Management & Compliance Engineering
5	ICT Network and Systems Engineering
6	ICT Security Support & Compliance Engineering
7	Navy Command Asset Register Management

10. The individual Service Outputs they required are described more comprehensively in Annex A – Statement of Technical need, below.

Performance Management

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

	KPI 1 (Outputs 1)	KPI 2 (Outputs 3)	KPI 3 (Outputs 3)	KPI 4 (Outputs 2,4,5,6,7)
Measure:	Percentage of received system builds updated to the MCSU password database within 2 working days. The Database is used to store all passwords for users to access via the MCSU service desk upon receiving of any system built by MCSU ICT.	Percentage of formatted and update discs (with the latest versions of any antivirus updates) submitted to the MCSU SIO (to distribute out to the RN fleet.) within 2 working days of receiving the information.	Percentage of completed Stock counts of specific asset types as required by ICT Procurement (MCSU) completed within 2 working days of requesting.	Percentage of NC assets supported in Through Life Management (TLM) for projects within the remit of the contract in accordance with the MOD Acquisition Operating Framework.
Good Service Level	98-100%	98-100%	98-100%	96 - 100%
Approaching Target Service Level	95-97%	95-97%	95-97%	91- 95%
Requires Improvement Service Level	91-94%	91-94%	91-94%	86 - 90%

Inadequate Service Level	0-90%	0-90%	0-90%	0-85%
Service Credit for each Service Period	Inadequate – 5% Service Credit to be applied Determination of achievement of Service Level to be sole decision of the Buyer	Inadequate – 5% Service Credit to be applied Determination of achievement of Service Level to be sole decision of the Buyer	Inadequate – 5% Service Credit to be applied Determination of achievement of Service Level to be sole decision of the Buyer	Inadequate – 5% Service Credit to be applied Determination of achievement of Service Level to be sole decision of the Buyer
Data Source:	MCSU password database	Antivirus Source material	NCAR, Purchase Notes	MOD Acquisition Operating Framework
Reporting:	Monthly	Monthly	Monthly	Quarterly
Service Owner:	ICT Build Team	ICT Build Team	Logistics	ICT Network & Security Teams



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Timescales

The Core Requirement of this contract will start on 1st Feb 2023 and run for 36 months at a cost of £4,152,000.00 Ex VAT which includes **Redacted** under FOIA Section 43, Commercial interests.

Location

Tasking and project work will require attendance, predominantly in and around the Portsmouth Naval Base area, and specifically Portsdown technology Park (PTP), MCSU. The delivery team will be required to visit/work in other Military locations across the UK. This link, <https://www.royalnavy.mod.uk/our-organisation/bases-and-stations>, shows the main Navy Command managed sites and locations this contract will cover; however, this is not exhaustive as smaller sites may not be listed.

All Travel and Subsistence (T&S) expenses must comply with the MoD T&S Policy.

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

Governance

Weekly – Weekly update to the requirement owner on task progress and issues.

Bi-Annually – Bi-Annual review with requirement owner to capture Risks and Issues in Microsoft Project Online (under Navy Portfolio) and review progress towards delivery and performance against stated KPIs (Key Performance Indicators) and forward look to set priorities and tasks for the following year.

Acceptance

The supplier must conduct an initial onboarding meeting and generate a plan that includes a schedule of works and a resource delivery plan and timeline within 2 weeks of the start of the contract.

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Government Furnished Assets

Provision of access to the required MoD ICT on which this requirement will be developed and delivered requires a minimum of SC clearance.

Security

Security Clearance (SC) is required as a minimum and must be in place at the start of the contract. Some of the outputs listed require a DV in order to deliver, these are listed under each output in Annex A. Suppliers' personnel will be required to visit MOD establishments (e.g. NCHQ, HMNB Portsmouth, Dstl PDW) during the course of the contract and will need to provide evidence of clearances.

Personal Data

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

Quality & Standards

Delivery of the outputs in compliance with the following standards:

Standards

Item	Numbe	Title
1	JSP 604	Defence Manual for Information and Communications Technology (ICT)
2	JSP	Defence Manual of Security
3	JSP	Information, Knowledge, Digital and Data in Defence
4	JSP	Defence Crypto Security Operating Instructions
5	JSP	Cryptographic Handling Instructions
6	JSP	Risk Management
7	JSP	Quality Management
8	JSP	MOD Policy for Configuration Management
9	JSP	Management of Health and Safety in Defence
10	JSP	Management of Environmental Protection in Defence.

Health & Safety

Work to be conducted in line with MOD H&S practise derived from HSE guidance.

Environmental

Work to be conducted in line with MOD Environmental practise.

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Implementation

The supplier must conduct an initial onboarding meeting and generate a plan that includes a schedule of works and a resource delivery plan and timeline within 2 weeks of the start of the contract.

Exit

All information is to be stored on MOD devices and in MOD locations (no information to be stored on either, company laptops or personal device). The supplier should make adequate preparation for handover and knowledge transfer to new supplier. A key element to this contract will be information management and knowledge transfer. The supplier will ensure that all relevant documentation is created and stored within MOD configuration management policy.

3 months prior to the end of the contract the supplier will:

- Update a statement of work that details the current activities.

- Generate a service transition plan.

- Conduct a documents, information, and knowledge transfer to the successful tenderer.

- Correctly store and archive all information on MoD CIS in line with Navy Digital Information Management policy.

- Work with Navy Digital to ensure preparations for a smooth transition in service.

Software

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

IPR or Other Rights

All IPR remains with MoD.

Acronyms

Any acronyms or Capitalised Terms should be listed with a description of what they are.

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Attachment 2 – Charges and Invoicing

Payments to be made in arrears via CP&F/Exostar. Invoices must be accompanied with time sheets broken down by service and/or product to enable appropriate cost management by the Authority.

The process for Supplier on-boarding for CP&F shall include completing the full MOD registration process in Exostar.

An invoice shall only be valid if it has been submitted for the correct amount and tax treatment in Exostar.

The Supplier shall confirm the amount they consider to be due for any month or period within 30 days of the end of that month or period. All final amounts due under the contract must be confirmed by the Supplier within 30 days of the end date of the contract, unless otherwise agreed.

Part B – Service Charges

Redacted under FOIA Section 43, Commercial interests

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

Redacted under FOIA Section 43, Commercial interests



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Additional Tasks or Services

The Authority shall be entitled to request additional tasks or services through the contract on both a firm price and a time and materials basis, dependent on the demand.

Where the Authority requires the supplier to complete an additional task that has clear deliverables or milestones, the Authority shall provide details of this requirement to the supplier in order for the



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supplier to provide a firm price for delivery of that task. If the Authority is content with the suppliers price, this task will be incorporated into the contract as an additional core service, for the relevant duration of the task, through a contract change.

Any additional services that are incorporated as core services will be included within the service level performance measures as per the contract.

Travel & Subsistence

Where supplier personnel are working at one of the base or additional locations (Portsmouth, Portsdown, Corsham), the supplier shall not claim travel and/or expenses costs in relation to any work undertaken

The supplier shall not claim travel and/or expenses costs in relation to general management of the services (for example, attendance at project boards, account and management meetings).

Where the Authority require supplier personnel to travel to any other locations, costs can only be claimed where they are clearly detailed with supporting evidence and in line with MOD rates.

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Part D – Risk Register

An on-going Risk Register will be maintained and reviewed at contract meetings but each specific risk and update will not be incorporated into the contract order form.

Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (£)	Impact (description)	Mitigation (description)	Cost of mitigation	Post-mitigation impact (£)	Owner
1.	Contract obligations	The supplier does not comply with all its obligations under this contract	Periodic dependent upon obligation	Medium	Unknown	Quality of service delivery not being to required level	Creation and management of a contract obligations tracker	£notional	Unknown	Navy Digital
2.	Availability of resources	The supplier does not have sufficient resources to provide an acceptable level of service or meet surge capacity demands	Throughout Contract Period	Medium	Unknown	Buyer required to take action to remedy, which could include early exit	Regular supplier reporting of resource availability and early notification of concerns	£notional	Unknown	Carbon60

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3.	Suitability of resources	The supplier does not have sufficiently SQEP resources to provide an acceptable level of service or meet surge capacity demands	Throughout Contract Period	Medium	Unknown	Quality of service delivery not being to required level	Supplier to ensure access to adequate pool of resources	£notional	Unknown	Carbon60
4.	Mobilisation	The contract is not mobilised as intended	Following Contact Commencement	Medium	Unknown	Buyer unable to deliver required portfolio of works	Buyer to provide adequate demand forecast	£notional	Unknown	Both

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Part E – Early Termination Fee(s)

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

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Attachment 3 – Outline Implementation Plan IN SOR

Suppliers Implementation Plan to be inserted.

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Attachment 4 – Service Levels and Service Credits

Service Levels

	KPI 1 (Outputs 1)	KPI 2 (Outputs 3)	KPI 3 (Outputs 3)	KPI 4 (Outputs 2,4,5,6,7)
Measure:	Percentage of received system builds updated to the MCSU password database within 2 working days. The Database is used to store all passwords for users to access via the MCSU service desk upon receiving of any system built by MCSU ICT.	Percentage of formatted and update discs (with the latest versions of any antivirus updates) submitted to the MCSU SIO (to distribute out to the RN fleet. within 2 working days of receiving the information.	Percentage of completed Stock counts of specific asset types as required by ICT Procurement (MCSU) completed within 2 working days of requesting.	Percentage of NC assets supported in Through Life Management (TLM) for projects within the remit of the contract in accordance with the MOD Acquisition Operating Framework.
Good Service Level	98-100%	98-100%	98-100%	96 - 100%
Approaching Target Service Level	95-97%	95-97%	95-97%	91- 95%
Requires Improvement Service Level	91-94%	91-94%	91-94%	86 - 90%
Inadequate Service Level	0-90%	0-90%	0-90%	0-85%
Service Credit for each Service Period	Inadequate – 5% Service Credit to be applied Determination of achievement of Service Level to	Inadequate – 5% Service Credit to be applied Determination of achievement of Service Level to	Inadequate – 5% Service Credit to be applied Determination of achievement of	Inadequate – 5% Service Credit to be applied Determination of achievement of

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	be sole decision of the Buyer	be sole decision of the Buyer	be sole decision of the Buyer	be sole decision of the Buyer
Data Source:	MCSU password database	Antivirus Source material	NCAR, Purchase Notes	MOD Acquisition Operating Framework
Reporting:	Monthly	Monthly	Monthly	Quarterly
Service Owner:	ICT Build Team	ICT Build Team	Logistics	ICT Network & Security Teams

Service Credits

The Service Credits shall be calculated as set out in the table above and in accordance with Clause 9 and Schedule 3 of this Contract.

Critical Service Level Failure

A Critical Service Level Failure will occur if the Supplier either:

- (a) fails to meet the 'Good' Service Level Threshold in relation to an individual Service Level Performance Criterion for four consecutive Service Periods; or
- (b) has six or more instances of failing to meet the 'Good' Service Level Threshold in relation to an individual Service Level Performance Criterion within a period covering 12 consecutive Service Periods; or
- (c) has thirty or more instances of failing to meet the 'Good' Service Level Threshold in relation to any Service Level Performance Criterion within a period covering 12 consecutive Service Periods

Social Value Commitments

The Supplier has stated they will deliver the following Social Value Commitments through the duration of the Contract:

Suppliers' Commitments:	Numeric Value
Total percentage of full-time equivalent (FTE) people from groups under-represented in the workforce employed under the contract, as a proportion of the total FTE contract workforce, by UK region.	15
Number of full-time equivalent (FTE) people from groups under-represented in the workforce employed under the contract, by UK region.	2

The Authority shall be able to request that the supplier provide evidence that they are meeting these commitments. The supplier shall provide evidence of this within 10 working days. If the supplier is unable to provide sufficient evidence or is not meeting their commitments, the Authority

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reserves the right to deduct 5% of the next payment that becomes due for each week or portion of a week that passes before the supplier can evidence that those commitments are being met.

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

As per Work Histories provided.

Part B – Key Sub-Contractors

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

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Attachment 6 – Software

The Software below is licensed to the Buyer in accordance with Clauses 20 (Intellectual Property Rights) and 21 (Licences Granted by the Supplier).

The Parties agree that they will update this Attachment 6 periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

Part A – Supplier Software

The Supplier Software includes the following items:

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

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Part B – Third Party Software

The Third Party Software shall include the following items:

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry
N/A							

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Attachment 7 – Financial Distress

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

PART A – CREDIT RATING THRESHOLD

Entity	Credit Rating (long term) <i>(insert credit rating issued for the entity at the Commencement Date)</i>	Credit Rating Threshold <i>(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3))</i>
<i>Supplier</i>	N/A	
<i>[Guarantor]</i>		
<i>[Key Sub-contractor 1]</i>		
<i>[Key Sub-contractor 2]</i>		

PART B – RATING AGENCIES

Dun & Bradstreet

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Attachment 8 – Governance

PART B – LONG FORM GOVERNANCE

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

There shall be one Contract Board comprising:

Service Management Board

Programme Board

Change Management Board

Technical Board

Risk Management Board

BOARD	
Buyer Members of Contract Board (include details of chairperson)	To be confirmed following start up meeting
Supplier Members of Contract Board	To be confirmed following start up meeting
Start Date for Contract Board meetings	Start up meeting within one month of contract signing
Frequency of Contract Board meetings	To be confirmed following start up meeting
Location of Contract Board meetings	To be confirmed following start up meeting

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

No personal data will be processed.

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Attachment 10 – Transparency Reports

Title	Content	Format	Frequency
Performance	Details of performance against KPI's	Online via Government transparency website	Quarterly, if required in line with any Cabinet Office guidance
Contract	Contract Information and Total Price – commercial and personnel sensitive information redacted	Online via Government transparency website	At contract award

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

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

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

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

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

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

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

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

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

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

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

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

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ANNEX - MOD DEFCONs AND DEFFORMs

DEFCON NUMBER	DESCRIPTION
DEFCON 5J	Unique Identifiers
DEFCON 68	Supply Of Data For Hazardous Articles, Material and Substances
DEFCON 76	Contractors Personnel At Government Establishments
DEFCON 90	Copyright
DEFCON 129J	The Use Of Electronic Business Delivery Form
DEFCON 516	Equality
DEFCON 520	Corrupt Gifts And Payments Of Commission
DEFCON 522	Payment And Recovery OF Sums Due
DEFCON 531	Disclosure Of Information
DEFCON 532A	Protection Of Personal Data
DEFCON 565	Supply Chain Resilience and Risk Awareness
DEFCON 601	Redundant Materiel applies in relation to DEFCON 611
DEFCON 611	Issued Property
DEFCON 658	Cyber
DEFCON 659A	Security Measures
DEFCON 660	Official Sensitive Security Requirements
DEFCON 671	Plastic Packaging Tax
DEFCON 694	Accounting For Property Of The Authority
DEFCON 707	Rights in Technical Data
DEFCON 703	Intellectual Property Rights – Vesting In the Authority
DEFFORM NUMBER	DESCRIPTION
The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are available electronically via https://www.gov.uk/guidance/knowledge-in-defence-kid	

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