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7091974561 Provision of Digital Information & Technology Professional Services Support

RM6100 Technology Services 3

Lot 4 Order Form Attachments

Attachment 2.1 – Services Description

Ref Doc F – 709197451 Statement of Requirement CIO V1.8

709197451 Annex C to SOR – Tasking Order Form Template

709197451 Annex C
to SOR - Tasking Or

20240229 709197451 Annex D to SOR – Core Roles Updated

20240229
709197451 Annex D

Attachment 2.2 – Key Performance Indicators and Subsidiary Performance Indicators Tables

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Attachment 2.3 – Environmental Requirements

NOT USED

TABLE A – Prohibited Items

The following consumer single use plastics are Prohibited Items:	**Catering** • Single use sachets e.g. coffee pods, sauce sachets, milk sachets • Take away cutlery • Take away boxes and plates • Cups made wholly or partially of plastic • Straws • Stirrers • Water bottles
	Facilities • Single use containers e.g. hand soap, cleaning products • Wipes containing plastic
	Office Supplies • Plastic envelopes • Plastic wrapping for brochures • Paper or card which is bleached with chlorine
	Packaging • Single use plastic packaging from deliveries where avoidable e.g. shrink wrapped packaging from office supplier or facilities products. • Single use carrier bags
Buyer specific Prohibitions	*[Buyer to consider other items outside of the Cabinet Office 2020 commitment to be prohibited]* *[Conflict minerals as defined by the https://www.gov.uk/guidance/conflict-minerals, Eg. non-recycleable plastic pens,]*

Project specific Prohibitions	*[Insert items specific to the project which you wish to prohibit use of for sustainability reasons]*

TABLE B – Permitted Items

Buyer Permitted Items	*[Buyer to consider whether there are other items which it may wish to expressly authorise]*
Project Specific Permitted Items	*[A market consultation should be undertaken before issuing the ITT to ensure that necessary items are not precluded from this project.* *Items should be permitted for operational, technical, economic, or environmental reasons. The Buyer should include the circumstances that the prohibition should not apply if the exception should apply in only limited instances.]*

TABLE C – Sustainability Reports

[Drafting Note: not all of the below will be relevant to every procurement. Please add, delete, or ammend as appropriate. Consider linking improvements to KPIs.]

Report Name	Content of Report	Frequency of Report
Sustainability Impact	a. the key sustainability impacts identified; b. sustainability improvements made; c. actions underway or planned to reduce sustainability impacts; d. contributions made to the Buyer's sustainability policies and objectives; e. sustainability policies, standards, targets and practices that have been adopted to reduce the environmental impact of the Supplier's operations and evidence of these being actively pursued, indicating arrangements for engagement and achievements. This can also include where positive sustainability impacts have been delivered; and f. risks to the Service and Subcontractors of climate change and severe weather events such as flooding and extreme temperatures including mitigation, adaptation and continuity plans employed by the Supplier in response to those risks.	On the anniversary of the Effective Date
Waste created	By type of material the weight of waste categories by each means of disposal in the Waste Hierarchy with separate figures for disposal by incineration and landfill.	Before contract award and on the anniversary of the Effective Date.
Waste permits	Copies of relevant permits and exemptions for waste, handling, storage and disposal.	Before the Effective Date, on the anniversary of the Effective Date and within ten (10)

		Working Days of there is any change or renewal to license or exemption to carry, store or dispose waste
Greenhouse Gas Emissions	Indicate greenhouse gas emissions making use of the use of the most recent conversion guidance set out in 'Greenhouse gas reporting – Conversion factors' available online at https://www.gov.uk/guidance/measuring-and-reporting-environmental-impacts-guidance-for-businesses	On the anniversary of the Effective Date
Water Use	Volume in metres cubed.	On the anniversary of the Effective Date
Energy Use	Separate energy consumption figures for: a. assets deployed on the Supplier's site; b. assets deployed on the Buyer's site; c. assets deployed off-site; and d. energy consumed by IT assets and by any cooling devices deployed. Power Usage Effectiveness (PUE) rating for each data centre/server room in accordance with ISO/IEC 31034-2/EN 50600-4-2.	On the anniversary of the Effective Date
Transport Use	a. miles travelled by transport and fuel type, for goods delivered to the Buyer's sites; b. miles travelled by staff when visiting the Buyer's sites from the Supplier's sites or home; c. resulting Green House Gas (GHG) emissions using agreed Conversion Factors; and d. the number of multi-lateral e-meetings i.e. with more than two attendees, held by type (audio, webinar, v/conferencing) their length and number of attendees	on the anniversary of the Effective Date
[Materials]	[Materials usage, including: • type of material used; • quantity or volume of material used; and • amount of recycled/recovered material used]	

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Attachment 2.4 – Information Management System

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Attachment 3 – Buyer Responsibilities

The Buyer shall, in relation to this Contract perform the Buyer's responsibilities identified as such in this Contract the details of which are set out below:

Document	Location (Paragraph)
See Contract Management Plan (CMP) Ref Doc H - 709197451 DIT PSS Contract Management Plan Template - draft v1.0 sections 3.6c, 4a, 4b and 4c.	Detailed below

Contract responsibility, accountability, and key stakeholder duties

3.6 Location

c. Contractor personnel will be provided with the appropriate technology to allow them to work from agreed location effectively.

4. It is understood and agreed that the capability cannot be met without the full and proper management of the contract which entails;

   a. Commercial Officer as detailed at Box 1 of the DEFFORM 111 Appendix to Contract is to;

      i. Ensure that UK MOD contracting regulations are met and the Contract achieves the best Value for Money (VfM) for Service Personnel & MOD Civil Servants on Operational Deployment.
      ii. Properly set up the contract to ensure that contractor payments can be made, if required, in accordance with the terms and conditions of the contract and that the Authority's contract recording and reporting procedures are met.
      iii. Ensure that any proposed changes to the contract are properly agreed and administered and any contract amendments that may be required are issued in accordance with MOD policies and procedures.
      iv. Manage the commercial aspect of the contract to deliver a successful outcome with services delivered on time and to the agreed cost.
      v. Comply with the Terms and Conditions of the Contract and ensure that all MOD obligations are successfully met.

   b. Designated Officer as detailed at Box 2 of the DEFFORM 111 Appendix to Contract is to;

      i. Provide policy advice, guidance and direction and support to enable the smooth running of the contract.
      ii. Oversee the day to day management of the contract.
      iii. Liaise with the contractor as and when required to ensure a successful completion of the Schedule of Requirement (SOR) activities.

   c. Contract Manager is to;

i. Management of service delivery ensuring it is in accordance with agreed performance and quality levels set out in the contract.
ii. Contract Administration – formal management of the contract.
iii. Relationship Management –Identify key responsibilities for good communications/relationship management including quarterly/annual review meeting and general engagement.

Attachment 4.1 – Supplier Solution

[REDACTED]

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Attachment 4.2 – Commercially Sensitive Information

[REDACTED]

Attachment 4.3 – Notified Key Sub-Contractors

1 In accordance with Clause 15.10A (*Appointment of Key Sub-contractors*), the Supplier is entitled to sub-contract its obligations under this Contract to the Key Sub-contractors listed in the table below.

2 The Parties agree that they will update this Attachment periodically to record any Key Sub-contractors appointed by the Supplier with the consent of the Buyer after the Effective Date for the purposes of the delivery of the Services.

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 Term	Key role in delivery of the Services	Credit Rating Threshold
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		

Attachment 4.4 – Third Party Contracts

1 The contracts listed in the table below constitute Third Party Contracts entered into exclusively for the purposes of delivering the Services.

2 The Supplier shall be entitled to update this Attachment in accordance with Clause 15.5 (Appointment of Sub-contractors).

Third party supplier name and address (if not the same as the registered office)	Registered office and company number	Related product/service description

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Attachment 5 – Software

The Software below is licensed to the Buyer in accordance with Clauses 16 (*Intellectual Property Rights*) and 17 (*Licences Granted by the Supplier*).

The Parties agree that they will update this Attachment 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.

1 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
None	None	None	None	None	None	None	None

2 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
None	None	None	None	None	None	None	None

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Attachment 6.1 – Outline Implementation Plan

NOT USED

Milestone	Deliverables (*bulleted list showing all Deliverables (and associated tasks) required for each Milestone*)	Duration (*Working Days*)	Milestone Date	Buyer Responsibilities (*if applicable*)	Link to ATP/CPP
Concept Design					
Full Development					
System User Testing					
User Readiness for Service					
Implementation					

Attachment 6.2 – Test Success Criteria

NOT USED

1. Tests to be Achieved in order to Achieve the ATP Milestone

Test	Pre-conditions*	Test Success Criteria
None		

* Note: The Pre-Conditions are that e.g. the Success Criteria for the previous Tests must be satisfied before the ATP Milestone tests are commenced

2. Tests to be Achieved in order to Achieve a CPP Milestone

CPP Milestone Charge No.	Test	Test Success Criteria
None		

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Attachment 7.1 – Charges

NOT USED - See 20240313 709197451 DEFFORM 47 Annex D - Pricing Schedule

SUPPLIER PERSONNEL RATE CARD FOR CALCULATION OF TIME AND MATERIALS CHARGES

Attachment 7.2 – Maximum Payments on Termination

NOT USED

The table below sets out, by Contract Year, the maximum amount of the Unrecovered Payment, Breakage Costs Payment and Compensation Payment that the Buyer shall be liable to pay to the Supplier pursuant to this Contract:

Termination Date	Maximum Unrecovered Payment	Maximum Breakage Costs Payment	Maximum Compensation Payment
Anytime in the first Contract Year			
Anytime in the second Contract Year			
Anytime in Contract Years 3 – *[x]*			

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Attachment 7.3 – Approved Benchmarkers

NOT USED

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Attachment 7.4 – Financial Distress

NOT USED

Part A - Financial Indicators

1. Subject to the calculation methodology set out at Part D of this Attachment, 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) of Schedule 7.4 (Financial Distress)]
1 [Operating Margin or 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]	*[Operating Margin = Operating Profit / Revenue]*	[> [X%]]	Tested and reported [yearly / half yearly] in arrears within [120 / 90] days of each [accounting reference date / half year end] based upon figures for the 12 months ending on the relevant [accounting reference date / half year end]
2 [Free Cash Flow to Net Debt Ratio] OR [Net Debt to EBITDA Ratio]	*[Free Cash Flow to Net Debt Ratio = Free Cash Flow / Net Debt]* OR *[Net Debt to EBITDA ratio = Net Debt / EBITDA]*	[> [X%]] OR [< [X]] times	Tested and reported [yearly / half yearly] in arrears within [120 / 90] days of each [accounting reference date / half year end] based upon [Free Cash Flow / EBITDA] for the 12 months ending on, and Net Debt at, the relevant [accounting reference date / half year end]
3 [Net Debt + Net Pension Deficit to EBITDA ratio]	Net Debt + Net Pension Deficit to EBITDA Ratio = (Net Debt + Net Pension Deficit) / EBITDA]	[< [X]] times	Tested and reported yearly in arrears within 120 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
4 [Net Interest Paid Cover]	*[Net Interest Paid Cover = Earnings Before Interest and Tax / Net Interest Paid]*	[> [X]] times	Tested and reported [yearly / half yearly] in arrears within [120 / 90] days of each [accounting reference date / half year end] based upon figures for the 12 months ending on the relevant [accounting reference date / half year end]
5 [Acid Ratio]	*[Acid Ratio = (Current Assets – Inventories) / Current Liabilities]*	[> [X]] times	Tested and reported [yearly / half yearly] in arrears within [120 /90] days of each [accounting reference date / half year end] based upon figures at the relevant [accounting reference date / half year end]
6 [Net Asset value]	*[Net Asset Value = Net Assets]*	[> £0]	Tested and reported [yearly / half yearly] in arrears within [120 /90] days of each [accounting reference date / half year end] based upon figures at the relevant [accounting reference date / half year end]
7 [Group Exposure Ratio]	[Group Exposure / Gross Assets]	[< [X]]%	Tested and reported yearly in arrears within 120 days of each accounting reference date based upon figures at the relevant accounting reference date

Key: [1] – See Annex 3 of this Schedule which sets out the calculation methodology to be used in the calculation of each Financial Indicator.

2. Monitored Suppliers

Monitored Supplier	Applicable Financial Indicators (these are the Financial Indicators from the table in the table immediately above in Part A of this Attachment which are to apply to the Monitored Suppliers)
[Entity 1 e.g Group Member, Sub-contractor, Relevant Parent Company etc.]	[1 – Operating Margin] [2 – etc..] [3][4][5][6][7][8][etc..]
[Entity 2 e.g Group Member, Sub-contractor, Relevant Parent Company etc.]	[1 – Operating Margin] [2 – etc.] [3][4][5][6][7][8][etc..]
[etc.]	[etc.]

Part B – Rating Agencies

[Guidance Note: This Part B sets out the standard rating scales for each of the Rating Agencies selected. The Credit Rating Threshold can be referred to in Part C either by using "Credit Rating Level 1", "Credit Rating Level 2" etc. or by reference to the Rating Agencies' ratings "AAA", "AA+" etc, or both.

Note that this Attachment is based on long-term credit ratings issued by credit ratings agencies such as Standard and Poors, Moodys, etc. These are different to and should not be substituted for credit scores issued by credit scoring agencies such as Dun and Bradstreet, Company Watch, etc)]

- [Rating Agency 1 (e.g Standard and Poors)]
  - Credit Rating Level 1 = [AAA]
  - Credit Rating Level 2 = [AA+]
  - Credit Rating Level 3 = [AA]
  - Credit Rating Level 4 = [AA-]
  - Credit Rating Level 5 = [A+]
  - Credit Rating Level 6 = [A]
  - Credit Rating Level 7 = [A-]
  - Credit Rating Level 8 = [BBB+]
  - Credit Rating Level 9 = [BBB]
  - Credit Rating Level 10 = [BBB-]
  - Etc.
- [Rating Agency 2 (e.g Moodys)]
  - Credit Rating Level 1 = [Aaa]
  - Credit Rating Level 2 = [Aa1]
  - Credit Rating Level 3 = [Aa2]
  - Credit Rating Level 4 = [Aa3]
  - Credit Rating Level 5 = [A1]
  - Credit Rating Level 6 = [A2]
  - Credit Rating Level 7 = [A3]
  - Credit Rating Level 8 = [Baa1]
  - Credit Rating Level 9 = [Baa2]
  - Credit Rating Level 10 = [Baa3]
  - Etc.
- [Rating Agency 3 (etc.)]
  - Credit Rating Level 1 = [XXX]

- Etc.

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- Part C – Credit Ratings

[Guidance Note: The Key Sub-contractors listed in Attachment 4.3 (Notified Key Sub-contractors) of the Order Form should be included in this table]

Entity	Credit Rating (long term) *(insert credit rating issued for the entity at the Effective Date)*	Credit Rating Threshold *(insert the actual rating (e.g AA-) or the Credit Rating Level (e.g Credit Rating Level 3)*
Supplier	[Rating Agency 1] – [insert rating for Rating Agency 1]	[Rating Agency 1] – [insert threshold for Rating Agency 1]
	[Rating Agency 2] – [insert rating for Rating Agency 2]	[Rating Agency 2] – [insert threshold for Rating Agency 2]
	[etc.]	[etc.]
[Guarantor]	[Rating Agency 1] – [insert rating for Rating Agency 1]	[Rating Agency 1] – [insert threshold for Rating Agency 1]
	[Rating Agency 2] – [insert rating for Rating Agency 2]	[Rating Agency 2] – [insert threshold for Rating Agency 2]
	[etc.]	[etc.]
[Key Sub-contractor 1]	[etc.]	[etc.]
[Key Sub-contractor 2]	[etc.]	[etc.]
[etc…]	[etc.]	[etc.]
[Monitored Supplier 1]	[etc.]	[etc.]
[Monitored Supplier 2]	[etc.]	[etc.]
[etc…]	[etc.]	[etc.]

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• Part D – Calculation Methodology for Financial Indicators

[Guidance Note: Amend this section as appropriate to reflect the calculation methodology for those Financial Indicators that are selected for inclusion in Part A of this Attachment]

1.1 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 Attachment 7.4 (Financial Distress) 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
1 [Operating Margin]	[The elements used to calculate the Operating Margin should be shown on the face of the Income Statement in a standard set of financial statements. Figures for Operating Profit and Revenue should exclude the entity's share of the results of any joint ventures or Associates. Where an entity has an operating loss (i.e. where the operating profit is negative), Operating Profit should be taken to be zero.]
2 [Free Cash	*[**"Free Cash Flow"** = Net Cash Flow from Operating Activities – Capital Expenditure* ***"Capital Expenditure"** = Purchase of property, plant & equipment + purchase of intangible assets* ***"Net Debt"** = Bank overdrafts + Loans and borrowings + Finance Leases + Deferred consideration payable – Cash and cash equivalents*

Flow to Net Debt Ratio] **OR** **[Net Debt to EBITDA Ratio]**	The majority of the elements used to calculate the Free Cash Flow to Net Debt Ratio should be shown on the face of the Statement of Cash Flows and the Balance Sheet in a standard set of financial statements. *Net Cash Flow from Operating Activities*: This should be stated after deduction of interest and tax paid. *Capital expenditure*: The elements of capital expenditure may be described slightly differently but will be found under 'Cash flows from investing activities' in the Statement of Cash Flows; they should be limited to the purchase of fixed assets (including intangible assets) for the business and exclude acquisitions. The figure should be shown gross without any deduction for any proceeds of sale of fixed assets. *Net Debt*: The elements of Net Debt may also 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 treated 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. Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing. Cash and cash equivalents should include short-term financial investments shown in current assets. Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.] OR *[**"Net Debt"** = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents* ***"EBITDA"** = Operating profit + Depreciation charge + Amortisation charge* 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 and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements. *Net Debt*: 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. Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing. Cash and cash equivalents should include short-term financial investments shown in current assets. Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.

	<u>*EBITDA*</u>: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates. *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 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).]*
3 **[Net Debt + Net Pension Deficit to EBITDA ratio]**	*[**"Net Debt"** = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents* ***"Net Pension Deficit"** = Retirement Benefit Obligations – Retirement Benefit Assets* ***"EBITDA"** = Operating profit + Depreciation charge + Amortisation charge* 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 and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements. <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. Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing. Cash and cash equivalents should include short-term financial investments shown in current assets. <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. Where 'Net Debt + Net Pension Deficit' is negative, the relevant Financial Target Threshold should be treated as having been met. <u>*EBITDA*</u>: Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates. 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 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).]

4 **[Net Interest Paid Cover]**	*[**"Earnings Before Interest and Tax"** = Operating profit* ***"Net Interest Paid"** = Interest paid – Interest received* Operating profit should be shown on the face of the Income Statement in a standard set of financial statements and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates. Interest received and interest paid should be shown on the face of the Cash Flow statement. Where Net interest paid is negative (i.e. the entity has net interest received), the relevant Financial Target Threshold should be treated as having been met.]
5 **[Acid Ratio]**	[All elements that are used to calculate the Acid Ratio are available on the face of the Balance Sheet in a standard set of financial statements.]
6 **[Net Asset value]**	[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. 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).]
7 **[Group Exposure Ratio]**	*[**"Group Exposure"** = Balances owed by Group Undertakings + Contingent liabilities assumed in support of Group Undertakings* ***"Gross Assets"** = Fixed Assets + Current Assets* *Group Exposure*: Balances owed by (ie receivable from) Group Undertakings are shown within Fixed 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 where an entity is not a member of a group or is itself the ultimate holding company of the group. Contingent liabilities assumed in support of Group Undertakings are shown in the Contingent Liabilities note in a standard set of financial statements. They include guarantees and security given in support of the borrowings of other group companies, often as part of group borrowing arrangements. Where the contingent liabilities are capped, the capped figure should be taken as their value. Where no cap or maximum is specified, the relevant Financial Target Threshold should automatically be regarded as not having been met. In many cases an entity may not have assumed any contingent liabilities in support of Group Undertakings, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group. *Gross Assets*: Both Fixed assets and Current assets are shown on the face of the Balance Sheet]

Attachment 7.6 – Anticipated Savings

NOT USED

This Attachment 7.6 defines the key benefit categories in which savings are anticipated.

Ref.	Benefit Category	Indicative amount (£k)	Timescale
1	[E.g. - Reduction in Service Charges as Service delivery becomes more efficient and effective. Benefit realisation is measured against [a 2012/13 baseline.]	£[amount] per annum	Contract Years [x] to [y]
2	[E.g. - Improvements in Buyer staff productivity from using more flexible and agile services that match the needs of the business. Benefits realisation is measured against a baseline of 4,000 directly employed staff in 2013/14.]	£[amount] year on year improvement ([x]% productivity increase)	Contract Years [x] to [y]
3	[E.g. - Reduced electrical power consumption arising from adoption of new low energy technology. Benefit realisation is measured against a 2012/13 baseline.]	£[amount] per annum	Contract Years [x] to [y]

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Attachment 8.1 – Representation and Structure of Boards

NOT USED

Service Management Board

Buyer Members of Service Management Board	[□] [Chairperson]
Supplier Members of Service Management Board	
Start Date for Service Management Board meetings	
Frequency of Service Management Board meetings	
Location of Service Management Board meetings	

Programme Board

Buyer members of Programme Board	[□] [Chairperson]
Supplier members of Programme Board	
Start date for Programme Board meetings	
Frequency of Programme Board meetings	
Location of Programme Board meetings	

Change Management Board

Buyer Members of Change Management Board	[□] [Chairperson]
Supplier Members of Change Management Board	
Start Date for Change Management Board meetings	
Frequency of Change Management Board meetings	

Location of Change Management Board meetings	

Technical Board

Buyer Members of Technical Board	[ ] [Chairperson]
Supplier Members of Technical Board	
Start Date for Technical Board meetings	
Frequency of Technical Board meetings	
Location of Technical Board meetings	

Risk Management Board

Buyer Members for Risk Management Board	[ ] [Chairperson]
Supplier Members for Risk Management Board	
Start Date for Risk Management Board meetings	
Frequency of Risk Management Board meetings	
Location of Risk Management Board meetings	

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Attachment 8.4 – Transparency Reports and Records to Upload to Virtual Library

NOT USED

Part A - Transparency Reports

Title	Content	Format	Frequency
(Performance)			
(Charges)			
(Major sub-contractors)			
(Technical)			
(Performance management)			

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Part B - Records to Upload to Virtual Library

NOT USED

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Cl.5.5 (e), (f) 17.1(a), 17.2(a)(ii)	Documentation	As appropriate and agreed by the Buyer	Within seven (7) days of the issue of a Milestone Achievement Certificate in respect of the relevant Deliverable.	-	Buyer
Cl 14.3	Key Personnel	Attachment 9.2	Effective Date	On replacement of Key Personnel	Buyer
Sch 2.2,Part B Para 2.3	Performance Monitoring Report and the Balanced Scorecard Report	Sch 2.2, Part B	Service Commencement	Within ten (10) Working Days of the end of each Service Period	Buyer
Sch 2.4, Para 4	Core Information Management System Diagram	Attachment 2.4	Operational Services Commencement Date	Any update, annually and after any of the events in para 6.13	Buyer
Sch 2.4, Para 6	Risk Management Documentation	Sch 2.4, Annex 3	Operational Services Commencement Date	Any update, annually and after any of the events in Schedule 2.4, para 6.13 of	Buyer
Cl 22	Commercially Sensitive Information	Attachment 4.2	Effective Date	Upon Contract by the Buyer to vary the information	Buyer and/or Auditor
Cl 15.7	Notified Key Subcontractors	Attachment 4.3	Effective Date	On replacement of key subcontractor	Buyer

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Cl 15.5	Third Party Contracts	Attachment 4.4	Effective Date	On appointment of subcontract	Buyer
Cl 15.6	Notified Key Sub-Contractors	Attachment 4.3	Effective Date	With each approved appointment or variation	Buyer
Cl 15.23	Supply chain Transparency Information Reports	Sch 8.4, Annex 4	thirty days prior to the of the end of each financial year	Every twelve (12) months	Buyer
Cl 16,17	Software	Sch 5 and Attachment 5	Operational Services Commencement Date	Upon Contract by the Buyer to vary the information	Buyer
Cl 6.4	Detailed Implementation Plan	Sch 6.1	Within 20 Working Days of Effective Date	Every 3 months from Effective Date	Buyer
Sch 6.2, Para 4	Test Strategy	As appropriate and agreed by the Buyer	Within 20 Working Days of Effective Date	Upon update to the test strategy	Buyer
Sch 6.2, Para 5	Test Plan	As appropriate and agreed by the Buyer	20 prior Working Days of relevant test	Upon update to the test plan	Buyer
Sch 6.2, Para 8	Test Specification	As appropriate and agreed by the Buyer	10 prior Working Days of relevant test	Upon update to the test specification	Buyer
Sch 6.2, Para 8	Test Report	As appropriate and agreed by the Buyer	2 Working Days prior to the date on which the test is planned to end for the Draft Test Report 5 days for the Final Test Report following the relevant test completion	Reissue with each retest	Buyer

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 7.1, Part E Para 1.1	Template Invoice	As appropriate and agreed by the Buyer	Within 10 Working Days of the Effective Date	Upon Contract by the Buyer to vary the template	Buyer
Sch 7.1, Annex 4	Risk Register	Attachment 7.1 (Part C)	Effective Date	Upon Contract by the Buyer to vary the by the Risk Management Board	Buyer
Sch 7.3, Para 5	Benchmarking Plan	Sch 7.3	Upon receipt from Benchmarker	Approval of Plan	Buyer and Auditor
Sch 7.3, Para 5	Benchmarking report	Sch 7.3	Upon receipt from Benchmarker	Any update	Buyer and Auditor
Sch 7.4 Para 2.3(b)	Financial Indicator Reports	Sch 7.4 para 2.5	As specified in para 2.3(b) of Sch 7.4	As specified in para 2.3(b) of Sch 7.4	Buyer
Sch 7.4 Para 4.3(b)	Financial Distress Remediation Plan	As appropriate and agreed by the Buyer	As soon as reasonably practicable and in any event within 10 Working Days of initial notification or awareness of a Financial Distress Event	On a regular basis (not less than fortnightly)	Buyer
Sch 7.5, Part B, para 1.2	Contract Amendment Report	Sch 7.5, Part B, para 1.2	Within 1 month of a material change being agreed		Buyer
P	Quarterly Contract Report	Sch 7.5, Part B, para 1.2	Within 1 month of the end of each Quarter		Buyer
Sch 7.5, Part B, para 1.2	Annual Contract Report	Sch 7.5, Part B, para 1.2	Within 1 month of the end of the Contract Year to which that report relates		Buyer

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 7.5 Part B, para 1.2	Financial Reconciliation Report	Sch 7.5,Part B, para 1.2	Within 6 months after the end of the Term		Buyer
Sch 8.1, Para 3.3	Representation and Structure of boards	Attachment 8.1	Within 7 days of receipt of intention, or in the case of a non-Buyer board member agreement by the Buyer		Buyer
Sch 8.1, Para 3.5(e)	Minutes of governance meetings (all boards)	As appropriate and agreed by the Buyer	Within 7 days of receipt from chairperson		Buyer
Sch 8.2 Para 4.3	Impact Assessment Estimate	As appropriate and agreed by the Buyer	Within 10 Working Days of date of receiving change request.		Buyer
Sch 8.2 Para 5	Impact Assessment	As appropriate and agreed by the Buyer	Within the period agreed by the Impact Assessment Estimate	Within 10 Working Days of request by the Buyer to update under Schedule 8.1 Para 5.7	Buyer
Sch 8.2, Para 2.6	Update full copy of the Contract and copy of annotated version illustrating changes	PDF and MS Word (editable)	Signature of Variation Date	Any variation	Buyer
Sch 8.2, Para 4	Change Request	Sch 8.2, Annex 1	Within 10 working days of Buyer issuing the Change Request		Buyer
Sch 8.3, Para 2.1	Dispute Notice	Sch 8.3 Para 2.2	No longer than 20 Working Days from an unresolved dispute arising	Any variation	Buyer

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 8.3, Para 2.4	Mediation Notice	As appropriate	When first served	Any variation	Buyer
Sch 8.4, Para 1	Reports and Records Provisions	Sch 8.4, Annex 1	Within 3 months of the Effective Date	Frequency specified in Sch 8.4, Annex 1	Buyer
Sch 8.5, Para 2.1 (a)	Register of All Assets, Sub-contracts and Other Relevant Contracts	As appropriate and agreed by the Buyer	Within 3 months of the Effective Date	Any variation	Buyer
Sch 8.5, Para 2.1 (b)	Configuration Database of Technical Infrastructure and Operating Procedures	As appropriate and agreed by the Buyer	Within 3 months of the Effective Date	Any variation	Buyer
Sch 8.5, Para 3.1	Exit Information	As appropriate and agreed by the Buyer	On reasonable notice given by the Buyer at any point during the Term	Within 10 Working Days of Buyer's written request	Buyer and its potential Replacement Suppliers
Sch 8.5, Para 4.1	Exit Plan	Sch 8.5, Para 4.3	Within 3 months of the Effective Date	In the first month of each contract year; and Within 14 days if requested by the Buyer following a Financial Distress Event Within 20 days after service of Termination Notice or 6 months prior to expiry of the Contract.	Buyer
Sch 8.5, Para 5.7 (b)	Buyer Data (handback)	Sch 8.4, Para 3 and/or as appropriate and agreed by the Buyer	At the end of the Termination Assistance Period	-	Buyer

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 8.5, Annex 1, Para 1, Para 1.3 & Para 1.4	Termination Services supporting documentation and knowledge transfer material	As appropriate and agreed by the Buyer	As specified in the Termination Assistance Notice and in any event prior to the end of the Termination Assistance Period	As specified in the Termination Assistance Notice or otherwise requested by the Buyer	
Sch 8.6 Service Continuity	Service Continuity Plan	Sch 8.6, Para 2.2	Within 40 days from the Effective Date	Sch 8.6, Para 7.1	Buyer
Sch 8.6, Para 6.2	Service Continuity Plan Review Report	Sch 8.6, Para 6.2	Within 20 Working Days of the conclusion of each review of the Service Continuity Plan.		
Sch 8.6	Corporate Resolution Planning Information	Sch 8.6, Para 11.3	Sch 8.6 Part 2 Para 11.2	Sch 8.6, Para 11.8	Buyer
Sch 7.4 Para 8	Board Confirmation	As set out at Annex 5 of Sch 7.4	Within 120 days of the first Accounting Reference Date to occur	Within 15 months of the previous Board Confirmation provided or within 120 days after each Accounting Reference Date (whichever is the earlier)	Buyer
Sch 9.1, Part E, Para 1.1	Supplier's Provisional Supplier Personnel List and, Staffing Information	As appropriate and agreed by the Buyer	Sch 9.1, Para 1.1 A-D	At such intervals as are reasonably requested by the Buyer	Buyer

Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 9.1, Part E, Para 1.2	Supplier's Final Supplier Personnel List	As appropriate and agreed by the Buyer	At least 20 Working Days prior to the Service Transfer Date	Upon any material change to the list of employees	Buyer and, at the discretion of the Buyer, the Replacement Supplier and/or any Replacement Subcontractor
Sch 9.1, Part E, Para 1.6	Information relating to the manner in which the services are organised	As appropriate and agreed by the Buyer	Effective Date		Buyer
Sch 9.1, Part E, Para 1.7	Payroll and benefits information	As appropriate and agreed by the Buyer	Within 5 Working Days following the Service Transfer Date	-	Buyer, any Replacement Supplier and/or Replacement Sub-contractor
Sch 9.1, Annex	List of Notified Sub-contractors	As appropriate and agreed by the Buyer	Effective Date	Upon any change	Buyer
Sch 9.2	Key Personnel	Attachment 9.2	Effective Date	As amended from time to time	Buyer
Sch 11, Annex Para 2.1	Reports on Data Subject Access Requests	As appropriate and agreed by the Buyer	As agreed with Buyer	As agreed with Buyer	Buyer and Supplier

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Attachment 9.1 – List of Notified Sub-Contractors

[REDACTED]

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Attachment 9.2 – Key Personnel

IBM UK Ltd

IBM MOD Enabling Organisations – Contract/Account Manager
[REDACTED]

MOD

Supplier Lead
[REDACTED]

Senior Commercial Officer
[REDACTED]

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Attachment 11 – Processing Personal Data

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This Attachment 11 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

1.1.1.1 The contact details of the Buyer's Data Protection Officer are CIO-DPA@mod.gov.uk

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: ChiefPrivacyOffice@ca.ibm.com

1.1.1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Attachment 11.