



RM6100 Technology Services 3 Agreement Framework Schedule 4 - Annex 1 Lot 2 Order Form

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated **4 July 2022** between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

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

The Supplier shall provide the Services and Deliverables 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, as agreed and executed under the respective Statement of Work in the form of the template set out in Attachment 12 to this Order Form.

Upon the execution of each Statement of Work, it shall become incorporated into the Order Form. In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports;
12. Attachment 11 – Supplier Response;
13. Attachment 12 – Statement of Work Template;
14. Attachment 13 – Security Plan Questionnaire;
15. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses; and
16. Annex 2 – Confidentiality Declaration

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



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the Framework, except Framework Schedule 18 (Tender);

the Order Form and its Attachments;

the Call Off Terms;

Statement of Works; and

Framework Schedule 18 (Tender).

Notwithstanding the above, the Parties agree that where they have agreed that the particulars of the Buyer's requirements for a given SOW necessitate a deviation from this Order Form's Order of Precedence, then such deviation shall be clearly stated in the SOW and shall apply only to the SOW itself.

Section A

General information

Contract Details

Contract Reference: SR983668494

Contract Title: HMRC Auxiliary Transition Resource Contract.

Contract Description: Auxiliary Transition Resource

Contract Anticipated Potential Value: this £29.61M - however zero committed spend
should set out the total potential value of the Contract Contract

Estimated Year 1 Charges: £13.66M - however zero committed spend
Contract

Commencement Date: this should be the date of the 4 July 2022
last signature on Section E of this Order Form



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Buyer details

Buyer organisation name

Her Majesty's Revenue & Customs

Billing address

Your organisation's billing address - please ensure you include a postcode
100 Parliament Street, London SW1A 2BQ

Buyer representative name

The name of your point of contact for this Order

[REDACTED]

Buyer representative contact details

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

Buyer Project Reference

Please provide the customer project reference number. SR983668494

Supplier details

Supplier name

The supplier organisation name, as it appears in the Framework Agreement
Accenture (UK) Limited

Supplier address

Supplier's registered address 30 Fenchurch Street, London,
EC3M 3BD, United Kingdom

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.

Contact Name:

Contact role title:

Contact Phone:



Contact Email: [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. HMRC Auxiliary Transition Resource Contract

Section B Part A – Framework Lot

Framework Lot under which this Order is being placed
Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2, 3 and/or 5. Where Lot 1 is also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.

1. TECHNOLOGY STRATEGY & SERVICES DESIGN	<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	<input type="checkbox"/>
5. SERVICE INTEGRATION AND MANAGEMENT	<input type="checkbox"/>



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)
2	36 (3)
3	60 (5)
5	60 (5)

Initial Term Months

Twenty-Four (24) Months

Extension Period (Optional) Months

Twelve (12) Months

Minimum Notice Period for exercise of Termination Without Cause

For Termination Without Cause of the Order Form and/or SOW - Thirty (30) Calendar days (see Clause 35.1.9 of the Call-Off Terms)

Within the scope of the Contract, the following clause shall be added as Clause 6.2 of the Call Off Terms:

6.2 Statement of Works (“SOW”)

6.2.1 The Supplier shall provide Services to the Buyer described in Attachment 1 (Services Specification) to the Order Form, as agreed under the relevant SOW.

6.2.2 During the Contract Period, the Buyer and Supplier may agree and execute completed Statements of Works. Upon execution of a Statement of Work the provisions detailed therein shall apply to that Statement of Work..

6.2.3 A Statement of Work template can be found in Attachment 12 to this Order Form.

6.2.4 The duration of each SOW will be stated in the applicable SOW and the SOW shall not exceed the total Contract Period.



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6.2.5 SOWs can be terminated in accordance with the provisions set out in the Call-Off Terms, including clause 35.

In case of termination for convenience by the Buyer, the Early Termination Fees shall be as set out in the relevant SOW.

6.2.6 Termination of a SOW shall have no impact on other SOWs and the Order Form. Termination of the Order Form shall terminate any existing and live SOWs, unless agreed otherwise by the parties.

Sites for the provision of the Services

The Supplier shall provide the Services from the following Sites :

Buyer Premises:

HMRC will state the particular location as specified in each SOW (in which case the Supplier shall be entitled to charge any applicable expenses) or remote working

Supplier Premises:

N/A

Third Party Premises:

N/A

Buyer Assets

End User Devices Network Access

Additional Standards

Any standards detailed in the Statement of Work.

Buyer Security Policy

Please refer to <https://www.gov.uk/government/publications/security-policy-framework/hmgsecurity-policy-framework>

Buyer ICT Policy

For the Policies access the Supplier Policies and Procedures Manuals is provided here <https://hmrc.sharepoint.com/sites/SPS063277288>

Insurance

Third Party Public Liability Insurance (£) - £10,000,000



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

[Redacted]

Buyer Responsibilities

[Redacted]

Other Buyer Responsibilities may be added at the SOW level depending on the specific Buyer requirements

Goods
N/A



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Governance – Option Part A or Part B

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	<input checked="" type="checkbox"/>
Part B – Long Form Governance Schedule	<input type="checkbox"/>

The Part selected above shall apply to this Contract.

Change Control Procedure – Option Part A or Part B

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	<input type="checkbox"/>
Part B – Long Form Change Control Schedule	<input checked="" type="checkbox"/>

The Part selected above shall apply to this Contract (including for changes to the SOWs). 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 amount is £0 unless otherwise agreed and
- for the purpose of Paragraph 8.2.2, Parties shall agree when the Fast-Track Process shall be applied.

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the respective Statement of Work, it will comply with the Social Value **Key Performance Indicators (KPIs)** in Attachment 4 – Service Levels and Service Credits.

Section C

Part A - Additional and Alternative Buyer Terms



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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	X
S2: Testing Procedures	<input type="checkbox"/>
S3: Security Requirements (either Part A or Part B)	Part A <input type="checkbox"/> or Part B <input type="checkbox"/>
S4: Staff Transfer	<input type="checkbox"/>
S5: Benchmarking	<input type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input type="checkbox"/>
S7: Continuous Improvement	<input type="checkbox"/>
S8: Guarantee	<input type="checkbox"/>
S9: MOD Terms	<input type="checkbox"/>

Part B – Additional Clauses

Additional Clauses	Tick as applicable
C1: Relevant Convictions	<input type="checkbox"/>
C2: Security Measures	<input type="checkbox"/>
C3: Collaboration Agreement	<input type="checkbox"/>

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

Part C - Alternative Clauses

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	<input type="checkbox"/>
Northern Ireland Law	<input type="checkbox"/>
Joint Controller Clauses	<input type="checkbox"/>

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



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

Additional Schedule S3 (Security Requirements)

N/A

Additional Schedule S4 (Staff Transfer)

The Supplier and the Buyer understand that TUPE is not applicable therefore Schedule S4 is not applicable at Contract Commencement, however if any TUPE cost / indemnification is identified at SOW level, the Parties shall discuss and agree the impact to the commercials based on the TUPE due diligence performed at that stage.

Additional Clause C1 (Relevant Convictions)

N/A

Additional Clause C3 (Collaboration Agreement)

N/A

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.*





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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	Client Account Lead
Signature	[REDACTED]
Date	04 July 2022

For and on behalf of the Buyer

Name	[REDACTED]
Job role/title	Commercial Director
Signature	[REDACTED]
Date	04 July 2022

Attachment 1 – Services Specification

As detailed

below, and as further agreed in the relevant SOW:

AUXILIARY TRANSITION RESOURCES PROJECT – SCOPE SUMMARY



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1. SUMMARY

This document provides a summary of the in-scope Programmes and projects for the Auxiliary Transition Resources Project procurement analysed by the HMRC Customer Group. The aim of the project is to procure call off services to support IT delivery, specifically in Business Analysis and Delivery Management.

The scope of the requirement covers Customer Service Group, Customer Compliance Group, Borders and Trade and Cyber Security Information Risk.

The requirements were elicited using both the Commercial Commissioning Request (CCR) and engaging directly with the key stakeholder within the business.

Details of the business requirements can be found in the completed ITT document.

2. HMRC – AUXILIARY TRANSITION RESOURCES (ATR)

2.1. WHAT IS TSP?

The Technology Sourcing Programme (TSP) is a multi-year programme of work transforming and enabling how we deliver IT, utilise technology and work more effectively as an organisation. Key benefits of TSP will be:

- HMRC will migrate to a new IT vendor landscape in a phased approach
- Supplier contracts will be regularly re-competed with greater disaggregation, reducing risk of incumbent advantage
- Improved supply chain with the potential for many new suppliers including SMEs. This programme is an essential component of the CDIO strategic programme portfolio to modernise and transform the enterprise IT estate and services delivered to citizens and colleagues.



By the end of June 2022 CDIO must transform and procure new contracts and implement critical capabilities, processes, standards and tools needed to run and change live services.

2.2. OVERVIEW OF ATR

The ATR project is seeking to procure a replacement contract for services in IT Project Management, IT Business Analysis and related IT delivery services currently provided by prime contracts that expires in June 2022 and for which there is no option to extend.

The purpose of this Invitation to Tender (ITT) is to ensure HMRC has continued access to IT delivery support services by putting in place a contract with the capacity to call down outcomes-based Statements of Work (SoW) for IT-focused Project Management, Business Analysis and related IT delivery services.

2.3. OVERVIEW OF THE BUSINESS AREAS FOR PROGRAMMES IN SCOPE

- HMRC are currently running a number of programmes. The majority of the resource pool are working on key projects within various business areas. The new supplier will be expected to pick up both new and inflight projects.
- Business areas in scope are:
 - Borders and Trade (BT)
 - Customer Service Group (CSG)
 - Customer Compliance Group (CCG & SOLS)
 - Corporate and CSTD (CCS & TD)
 - Cyber Security & Information Risk (CSIR)

2.3.1. BORDERS & TRADE

CDIO B&T EU Transition Programme ○ B&T is currently delivering a range of services and changes to existing systems.

This service is required to support Programmes developing the UK's borders and global trade post EU transition. It will provide the correct skills to ensure delivery milestones and policy outcomes are met in line with the Programme/ project plans and adhere to governance set out by the programme.

- The service is required to influence, build and maintain strong working relationships with Stakeholders at a senior level in order to achieve successful outcomes for the Business.

Customs Declaration Services (CDS)

As an example



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- CDS is a large scale IT change programme being delivered through a combination of in-house delivery groups supplemented by external suppliers and procured Commercial off the Shelf (COTS) software.
- CDS is a strategically important programme for the UK and HMRC . CDS is a live service being developed and enhanced and subject to a major migration from a 29 year old mainframe service of CHIEF (Customs Handling of Import/ Export Freight) system

CDS SCP Environment Service

The scope of the software delivery life must initially span the three key components of the CDS. The release management (RM) team must adopt, improve and execute the delivery pipelines for CDS Core application space, CDS Core infrastructure, and CDS Integration layer.

CDS Delivery pipelines are hosted on CDS core and Integration Layer environments which the Release Management and Environments teams must control to regulate the CDS delivery flow. To maintain quality and predictability the Release Management and Environments teams must design, implement, and manage the configuration space for CDS Core. Management of the CDS Core configuration space will require Development Operational expertise.

All elements of the release and environment management service will be organized using agile and/or waterfall methodology and other traditional project management techniques to govern the overall service.

Release milestones during the period of this RfR for Production, Trade Test and TDR are TBC

CES CDS/ NIP Finance Stream Service

Finance Stream is looking for a service with prior knowledge of HMRC IT systems with specialist capability to work collaboratively with the stream Lead and Team, Delivery Groups and BA Teams to

- support the delivery of the CDS/NIP Programme,
- R 3.7.0 NFR's,
- Performance NFR's, LS Tickets & any backlog of work i.e KEL's/CTARS (Release dates as and when required).

Finance Stream is also looking for a service provider with prior knowledge of HMRC IT systems with specialist capability to work collaboratively with the stream Lead to support the delivery of the CDS/NIP Programme through the provision of a delivery capability and capacity.

CDS SCP Command Centre

The Command Centre service is an existing function within the programme and is to continue performing controlled transition of releases from delivery into live service. This provides enhanced governance during the implementation of the releases and in the period of heightened monitoring and support that follows each release. Services are required primarily to provide programme management focus and governance around key high-risk areas of the CDS SCP Programme reporting. The Supplier shall work



closely with the Programme Director for IT Delivery as well as multiple teams within the programme, in related programmes, and external organisations.

CDIO Services Cross Cutting

CDIO Delivery is made up of three key pillars of responsibility: Systems Integration (SI), Project Management (PM) and Technical Business Analysis, which all work collectively as part of the E2E Release 2 Technical Delivery. This scope incorporates the Imports and Exports NI, Safety & Security, VAT and Customer Account Management areas. The Project Management pillar consists of technical project managers who are well established within the CDIO systems framework, supporting the CDIO Delivery Leads and HMRC Delivery Director in the management of complex system change across the technology CDIO ecosystem using their project management expertise. The key activities will be Business Analysis and Product Delivery services.

2.3.2. CUSTOMER SERVICE GROUP (CSG)

Key programmes within this area for which we require a service include:

- The Debt Transformation programme forms part of the work to move away from the legacy IDMS services to a new debt management service called (CDCS).
- Payment programme forms part of the process to deliver new services and enhance existing payment services.
- The Payment programme requires resources to support, understanding the legacy payment architecture across HMRC. There will also be additional emphasis to support knowledge transfer from existing suppliers

2.3.3. CUSTOMER COMPLIANCE GROUP (CCG & SOL)

The Protect Connect Programme will enable HMRC to risk over £80bn of annual repayments and secure c. £1bn in annual yield, providing a new platform that uses the latest data analytics technology and lays the foundations to transform compliance for the future.

The current system is out of date and unable to keep pace with new and emerging threats, inefficient process, inability to exploit new data and tools are not fit for the future of compliance future.

The improvements that will be seen as a result of this change include:

- An improved user experience with new screens on a new platform
- Immediate access to SA and VAT data
- Integration with case flow and
- Leading edge data analytics functionality
- Improved experience for accessibility software users.

This new system will benefit thousands of colleagues across the department in a range of roles

2.3.4. CORPORATES AND CSTD

Making Tax Digital (MTD)

MTD is one of the largest transformational change programmes in HMRC. The scope of the programme is to identify and work with HMRC business areas to identify what is needed to build a new digital service for our customers.

An IT Business Analysis service will be required to support programme delivery.



MTD ITSA includes the Transaction Risking Project which is supporting the MTD ITSA Delivery. The Transaction Risk project has about a £15million funding and its vision is to ensure it creates a transactional risking service which will ingest and analyse data in real time, to provide risk-based interventions to guide the customer, encouraging them to input accurate information into the HMRC system. The implementation of this capability is of high priority for the following reasons:

- The business aims to provide a service to its customers that help them get their tax right at the point of data submission, by identifying and presenting opportunity for self-correction.
- To displace downstream activity, reducing costs for the customer and HMRC
- Reduce the tax gap by reaching the cases that traditional compliance will not touch

MTD ITSA are changing their ways of working. This will involve a One team ownership throughout the work package lifecycle, reducing handovers and siloed working.

Critical Programme Artefact

MTD Design teams are currently developing a critical programme artefact and end to end map of the current service. The build is now underpinned by critical decision information.

This product will be the programme's single source of truth on what has been built to date and the rationale behind it.

It will form a key part of HMRC's wider governance on future build and scope.

The project has progressed to the development of a prototype stage. This has now been endorsed by the MTD SLT and the product now needs to be supported



Service Requirements – Auxiliary Resourcing

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1. GENERAL REQUIREMENTS

Reference	Section	Area	Business Requirement
1.1	General	Supplier Skills and Experience	<p>The Supplier shall have demonstrable experience across the IT capabilities described in this Auxiliary Resource Project Invitation To Tender (ITT), namely:</p> <ul style="list-style-type: none"> - Business Analysis - Delivery Management - Project management
1.2	General	Supplier Skills and Experience	<p>The Supplier's service provision shall provide skills & qualifications to meet the requirement and as defined within the GDS Digital, Data and Technology ("DDaT") Profession Capability Framework for all services. The Buyer may request additional capabilities not included under DDaT but, wherever possible, these should align with the wider SFIA Skills Framework.</p>
1.3	General	Supplier Skills and Experience	<p>The Supplier shall have experience working collaboratively in a complex multi-vendor model.</p>
1.4	General	Supplier Skills and Experience	<p>The Supplier shall have experience in successful Agile delivery including but not limited to Scale Agile (SAFe), SCRUM and Kanban methods and Dev/ Ops, and work with the Buyer and any 3rd parties collaboratively to deliver any requested work.</p>
1.5	General	Ways of Working	<p>The Supplier shall ensure all relevant Buyer standards, policies and processes are fully adhered to.</p>
1.6	General	Ways of Working	<p>The Supplier shall work closely with and engage the Buyer's staff and services with the aim of developing in-house capability through skills and knowledge transfer, enabling the Supplier to support the Buyer's in-flight projects and programmes.</p>
1.7	General	Ways of Working	<p>The Supplier shall work collaboratively with the Buyer's tools to ensure the stakeholder's objectives are achieved.</p>
1.8	General	Ways of Working	<p>The Supplier shall work within the Buyer's directives for standard governance, design forums, programme level design authorities and programme board.</p>

1.9	General	Ways of Working	The Supplier shall meet the Buyer's Service Level Agreements (SLAs) for timescales in providing responses, for signing Statements of Work once issued by the Buyer and in the provision of resources following a signed Statement of Work.
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1.10	General	Ways of Working	Suppliers may be required to provide resource with the appropriate security clearance at short notice (<10 business days) to meet an immediate and urgent need of the Buyer where a surge in demand has materialised.
1.11	General	Ways of Working	The Supplier shall work closely with The Buyer's own teams and other external Suppliers as required to ensure a collaborative approach across the service.
1.12	General	Ways of Working	The Supplier shall provide a single point of contact whose responsibility is to facilitate and manage the interface with the Buyer regarding all work.
1.13	General	Ways of Working	The Supplier shall follow all the Buyer's governance processes and provide all the appropriate and relevant artefacts & deliverables.
1.14	General	Intellectual Property	The Supplier shall ensure that ownership of any artefacts produced will remain with the Buyer
1.15	General	Ways of Working	The Supplier will be responsible for the control and deployment of resources necessary to deliver the outcomes set out in this document and, as such, will augment the resources as necessary to deliver an effective service, in agreement with HMRC.
1.16	General	Supplier Management - CDS	The Supplier will be responsible for reporting directly to the CDS External Support Service projects lead and the test leads as appropriate and providing performance metrics and other reports and documentation to demonstrate progress - in a format agreed with HMRC - on a fortnightly basis (currently through the External Support Service weekly stack report and input into the CDS Programme Monthly dashboard). Line management of Supplier resources will be wholly retained and the responsibility of the Supplier.
1.17	General	Supplier Management - GB_NI Delivery Service	The Supplier will be responsible for ensuring that this service will report directly to the HMRC IT Delivery and EU Exit and provide reports and documentation to demonstrate progress in a format agreed with HMRC on a regular basis. Line management and control of service delivery will be wholly retained and the responsibility of the Supplier.

1.18	General	Supplier Management	The Supplier shall ensure that if it becomes necessary to replace appointed individual(s) with another equivalent resource during the period of this engagement, HMRC will be informed of the decision providing a minimum of 48 hours' notice, to enable HMRC to provide access to systems and accommodation.
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1.19	General	Supplier Management	The Supplier shall manage the knowledge transfer to ensure that a suitable replacement is provided at no additional cost to HMRC if Supplier resources leave the programme.
1.20	General	Supplier Management	The Supplier shall ensure that where timescales and estimates to complete required actions cannot be agreed, this will in the first instance be escalated for resolution to the accountable HMRC Deputy Director.
1.21	General	Supplier Management	The Supplier will be responsible for ensuring all individuals abide by HMRC behaviours and values.
1.22	General	Security Clearance Requirement	The Supplier shall ensure that all resources have BPSS security clearance.
1.23	General	Security Clearance Requirement	The Supplier shall ensure that all resources have the relevant and valid SC clearance.
1.24	General	Reporting and Communication	The Supplier shall meet at least monthly with HMRC to discuss the Service, any performance or behavioural issues and any alterations or changes required to any documentation. For any urgent issues which cannot wait to be addressed by the next monthly meeting, the Supplier will provide an agreed/named senior representative with whom HMRC can raise the concerns. HMRC requires such urgent issues to be addressed/resolution pathway agreed, within 48 hours of being raised. The Supplier will provide regular reporting to the HMRC Delivery Lead. HMRC reserves the right to unilaterally require removal of resources deemed to be unsuitable.

1.25	General	Tools	<p>The Supplier shall provide personnel skilled in the Buyer's tools which may include, but are not limited to, the following: - • Microsoft Project (MSP)</p> <ul style="list-style-type: none"> • Microsoft Visio • Sharepoint • Jira • Confluence • Business Process Modelling Notation (BPMN)
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			<ul style="list-style-type: none"> • ServiceNow
1.26	General	Location	The Supplier shall ensure that all services are provided by onshore-based resources unless specifically agreed in advance with. In advance of the stand-up or transfer of Services to offshore, the Supplier must request and gain approval from the Buyer to enable the use of offshore capability.
1.27	General	Policies and procedures	The Supplier shall comply with the relevant standards in Buyer's SPPM (Supplier Policies and Procedure Manual).
1.28	General	Policies and procedures	Where policies, standards or guidance have been referred to in this document, the Supplier must allow, support and incorporate reasonable updates of these, as made available to it from time to time, in line with updated practices and modernised approaches (e.g., the update of the Buyer standards to the latest version of ITIL (or other) processes). Such changes are to be within scope of these requirements.
1.29	General	In-flight work	The Supplier shall have the capability to take over in-flight projects and programmes which are currently supported by other suppliers, in order that the Buyer is able to meet ongoing commitments.
1.30	General	Output / Outcomes	The requirements in this document cover the current business needs. However, the future services, Outputs / Outcomes may vary over the duration of the contract.



2. IT SKILLS AND SERVICES REQUIREMENTS BY CUSTOMER GROUP

ID	HMRC Customer Group	Sub-group	Business Requirement	Output / Outcome
2.1	Corporate & CSTD	MTD ITSA	<p>The Supplier shall provide a Business Analysis service to the transactional risking project team. This service is essential for the design/ delivery stage process, and will support and lead the following:</p> <ul style="list-style-type: none"> To ensure a common understanding of the business requirements across delivery groups ensuring they are met by delivery artefacts (wireframes, functional designs etc) and to support CCG DBEs where required. MTD Business Requirements (refinement) <ul style="list-style-type: none"> Lead on further analysis required to support the business requirements (i.e. outstanding questions, clarification, etc) <ul style="list-style-type: none"> Iterate detailed To-Be process flows Business Readiness planning and preparation Provide any further detail needed Complete any additional analysis as and when needed Wireframes <ul style="list-style-type: none"> Review wireframes to ensure they meet the requirements and the correct data items have been included <ul style="list-style-type: none"> Support in walkthroughs of wireframes with stakeholders 	<ul style="list-style-type: none"> Wireframes Functional design documentation Requirement refinement Transaction risk reporting deck Technical designs from business designs Dev ready User Stories



			<ul style="list-style-type: none"> • Technical design - support need during integration forum • Data mapping activities and Supplier functional design reviews • Strategic vision - support in creating slide decks for activities/ events that showcase Transactional Risking to other areas • Articulation of MTD business design (i.e. translation into technical design) • Ensure traceability of business requirements through to development-ready User Stories 	
2.2	Corporate & CSTD	MTD design team	<p>The Supplier shall provide business analysis services with resources experienced in the following:</p> <ul style="list-style-type: none"> • E2E mapping project knowledge. • Extensive knowledge of MTD processes to map whole MTD journey • The service will ensure all customer facing and back-end steps will need to be mapped and understood. • Service mapping using Microsoft Visio to integrate the outputs. 	<ul style="list-style-type: none"> • Process maps
2.3	Corporate & CSTD	<ul style="list-style-type: none"> - ITSA CESA Migration - VAT migration - MTD programme 	<p>The Supplier shall provide services to meet the requirements and as defined within the Digital, Data and Technology (DDaT) Profession Capability Framework. These services are listed in the Key Services Required section of this document.</p> <p>The Buyer may request additional services not included under DDaT but, wherever possible, these should align with the wider SFIA Skills Framework.</p>	

2.4	Customer Compliance Group	CCG & SOLS	<p>The Supplier shall provide services to meet the requirements and as defined within the Digital, Data and Technology (DDaT) Profession Capability Framework. These services are listed in the Key Services Required section of this document.</p> <p>The Buyer may request additional services not included under DDaT but, wherever possible, these should align with the wider SFIA Skills Framework.</p>	
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2.5	Customer Compliance Group	CCG & SOLS	<p>The Supplier shall provide scrum master services to coordinate and coach software development teams.</p> <p>Services include, but are not limited to: -</p> <ul style="list-style-type: none"> • Management of project scope and timeline. • Coordination of sprints and facilitation of Agile ceremonies such as retrospective meetings and daily stand-ups. • Facilitation of internal communication and collaboration. • Management of external communication with the project team. • Resolution of conflicts and removal of impediments for the scrum team. • Coaching and guidance of development teams in the effective use of Scrum. • Handling of Product backlog and co-ordination with product owners. • Tracking and communicating progress of the project 	<ul style="list-style-type: none"> • The creation of self-organising teams that are flexible and fully productive during sprints. • Metrics reporting.
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2.6	Borders & Trade	CDS SCP	<p>The Supplier shall provide services to meet the requirements and as defined within the Digital, Data and Technology (DDaT) Profession Capability Framework. These services are listed in the Key Services Required section of this document.</p> <p>The Buyer may request additional services not included under DDaT but, wherever possible, these should align with the wider SFIA Skills Framework.</p>	
2.7	Borders & Trade	EU transition	<p>The Supplier shall be responsible for the release for each of the project areas and the in-scope requirements.</p> <p>The Supplier shall manage a high-level timeline of milestone dates for the HMRC projects - and the Service will adhere to the Performance Standards and Quality Assurance below:</p>	



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			<ul style="list-style-type: none"> The Supplier shall be able to provide sufficient quality and quantity of resources such that contracted outcomes can be delivered. Deliverables and outcomes will meet the agreed standards as set out in each work package. Quality standards will be reviewed as required between HMRC and Supplier and if required, Commercial Directorate. The Supplier will ensure that the correct templates are completed and appropriately reviewed before release to HMRC. 	
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2.8	Borders & Trade	EU transition	<p>The scope of the Project Management service/component is required to include, but not limited to, the following services: - (This will be reviewed by both parties if changes are required.)</p> <p>The Supplier shall lead/facilitate/co-ordinate and contribute to complex discovery/delivery workshops/discussions: -</p> <ul style="list-style-type: none"> • For the projects that are being initiated, ensure technical discovery workshops are planned, scheduled, and hosts and attendees identified. • To move delivery forward, the Supplier should actively look to drive the project forward analysing project/programme requirements and enable key delivery milestone are being met on time in line with the project level plan. • On exit of the workshops a detailed MSP Project Plan is required to be produced, iterated and validated with the internal programme lead ensuring that the internal HMRC's planning standards are being adhered to. • The service will co-ordinate interdependent deliverables across the programme ensuring they are aligned to the strategic delivery plan. 	<ul style="list-style-type: none"> • Secure sign off and approval for requirements by stakeholders. Produce and seek approval for, technical discovery phase closure documents. MSP Project Plan. Discovery workshop key deliverables documented in Word.
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2.9	Borders & Trade	EU transition	<p>The Supplier shall provide maintenance and ownership of plans/critical paths/plan on a page (POAP): -</p> <ul style="list-style-type: none"> • Following sign off from the HMRC programme lead, the Supplier is required to take responsibility for all aspects of delivery and reflect this in the ITD delivery plans & requirements documents. • Iterating the milestones periodically and feeding project progress to stakeholders via a weekly project status report adhering to HMRC's internal standards and timelines. • The plans will follow HMRC governance and planning standards, using MSP, RAG statuses & progress trends. • The Supplier will manage the component and maintain plans while the project is in scope. • The Supplier shall input into a project level finance Plan adhering to HMRC's commercial standards & processes, mitigating and controlling any risks to project budget to stakeholders. 	<ul style="list-style-type: none"> • Update the ITD delivery plan & requirement documents. • Iteration of the milestones, periodically. • Weekly project status report. • Manage and maintain components and plans. • Update project level finance plan.
2.10	Borders & Trade	EU transition	<p>The Supplier shall identify and manage risks, issues, dependencies and assumptions: -</p> <ul style="list-style-type: none"> • Produce, and own a project level Management and Recording Tool (MART) adhering to HMRC's Risk management standards & processes mitigating and controlling any Risks via workshops and checkpoints with the relevant stakeholders. • Escalate and raise any programme level risks, issues and dependencies to the programme lead for sign off. • Escalate any resource concerns to the programme lead and mitigate this following the internal HMRC change control process and standards. • Escalate and raise any cross-cutting risks, issues and dependencies that may affect the components deliverables. 	<ul style="list-style-type: none"> • Produce and maintain project level MART.



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2.11	Borders & Trade	EU transition	<p>The Supplier shall: -</p> <ul style="list-style-type: none"> • Provide weekly written project status reports to the programme lead for sign off & Programme Office to feed into the wider Portfolio report. <ul style="list-style-type: none"> ○ Report structure must follow agreed formatting with the programme director ensuring each report includes, risks, issues, progress summary, RAG indicator and any additional ad-hoc requirements. ○ Reports will follow the current cycle, completing the report every Thursday and gaining sign off by the Programme Lead (or deputy) by close of the working week. 	<ul style="list-style-type: none"> • Weekly project status reports for sign-off.
2.12	Borders & Trade	EU transition	<p>The Supplier must have the necessary skills and knowledge to undertake IT project management for discovery/ delivery at a senior level and have a knowledge of HMRC's Programme and related systems. Desired skills and capabilities include: -</p> <ul style="list-style-type: none"> • Prince 2 Foundation & Practitioner • APM Foundation & Practitioner • Agile Foundation & Practitioner • MOR Foundation & Practitioner 	
2.13	Borders & Trade	CDS SCP Environment Service	<p>The Supplier shall provide Product Delivery services to the Environment service of the CDS programme. The Supplier shall be responsible for the outcomes outlined below:</p> <ul style="list-style-type: none"> • Continuously improve automation of the deployment of CDS Core features from development to production. • Provision of release management and environments management services within standard working hours. • Management and tracking of the status of feature deployment throughout the CDS software delivery life cycle, 	<ul style="list-style-type: none"> • Documentation on Confluence site.



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			<ul style="list-style-type: none"> • Provision of SMEs into and out of the service as and when required, • Representation the CDS Core and I&T in CAB meetings and implementation processes/meetings, • Provision of resource management for release management and on call support • Documentation of processes, designs and other material onto the CDS Confluence site. • Provide mentorship and knowledge transfer to internal team members with the goal of the internal team being self-sufficient in a planned timescale. 	
2.14	Borders & Trade	CDS SCP Environment Service	<p>Service performance and quality will be assessed in 4 key services: Release Management, Configuration Management, Transition Management, and Live Incident Triage. Different metrics will be collected on an on-going basis and must capture the requirements below:</p> <ul style="list-style-type: none"> • Release Management. The Supplier shall: - <ul style="list-style-type: none"> ◦ Maintain a feature rejection rate of less than 50% of the total features deployed to DIT for Imports, Exports, I&T, Finance and Non-Functional Requirement (NFR)/Performance. <ul style="list-style-type: none"> ◦ Maintain a feature rejection rate of less than 30% of the total features deployed to FIT for Imports, Exports, I&T, Finance and NFR/Performance. • Deployment/Configuration Management. The Supplier shall: - <ul style="list-style-type: none"> ◦ On a monthly average, maintain a merge request rejection rate to less than 50%. 	<p>Collection and reporting of metrics.</p> <ul style="list-style-type: none"> • Feature request rejection rate • Merge request rejection rate • Production release data • Triage data • Incident resolution data

			<ul style="list-style-type: none"> ○ Ensure all merge requests are accepted with 48hours. • Transition Management. The Supplier shall: - ○ Stage all production releases a minimum of 24 hours for live releases. <ul style="list-style-type: none"> ○ Complete all change management processes for the CDS Core 24 hours prior to a release (any exceptions must be pre-approved by the head of release management). • Live Incident Triage. The Supplier shall: - ○ Ensure all incidents have been triaged within 48 hours of the CDS Service Managers request for triage. <ul style="list-style-type: none"> ○ Resolve all forward fix incident within 5 working days that relate to CDS incidents that are assigned to the Environments Service. 	
2.15	Borders & Trade	CDS SCP Environment Service	<p>The Supplier shall support the CDS programme with the Out of hours (OoH) working for production releases.</p> <p>The CDS programme has moved to a 24*7 live support model. On call support will be required from this service to augment the support model and provide a build capability where forward fixing against incident resolution is required.</p> <p>This support will require project /delivery management services to be available on call at any given time.</p>	
2.16	Borders & Trade	CDS SCP Environment Service	<p>The Supplier shall provide monitoring and alerting (M&A) as follows: - Platform:</p> <ul style="list-style-type: none"> • To aid in the design and implementation of a monitoring solution that supports the programmes planned coverage of components and to agreed scope both in the production and lower-level environments. <p>Performance:</p>	



			<ul style="list-style-type: none"> • Provide support on delivery of NFR M&A features in line with FY21 and CHIEF migration. • Support configurations in AppDynamics (AppD) controller, testing of AppD to verify NFR capabilities. • Alleviates blocked features that are awaiting AppD impacting and enables progression of delivery of FY21 items which are subject to resource constraints. • Help to ensure that AppD configuration is maintained across integrated non-functional performance test environments. • Help to ensure that monitoring alerts are consistent across environments. • Support enhancements to AppD configuration to enhance investigation of performance issues. • Provide support in building AppD dashboards. • Support in periodically tidying up environments (e.g. deleting redundant nodes). • Enabling diagnostic sessions. 	
2.17	Borders & Trade	CDS / NIP Finance Stream	<p>The Supplier shall provide services and outline outcomes as described below: -</p> <ul style="list-style-type: none"> • Maintain an E2E project plan in MSP focusing on R 3.7.0, NFR's, performance NFR's with input from key stakeholders by an agreed date at review meetings, • Responsibility for key delivery processes; including daily defect calls, weekly scrum of scrums, monthly planning days • Reporting will be on a weekly basis. • Highlighting of issues across the leadership team and plan steps for resolution for issues and key challenges. 	<ul style="list-style-type: none"> • Action log • RAID log • Issue resolution reporting using HMRC staff to do PMO work. • Maintain project plan.



			<ul style="list-style-type: none"> • Provide daily project and programme management services to support the delivery of R 3.7.0, NFR's, performance NFR's including defining testing activities and establishing a route to go live on set delivery dates. Assist the Change and Transformation Management and the HMRC CDS IT Delivery Lead to shape, plan and deliver a framework on JIRA for the test and assurance activities for, R 3.7.0, NFR's, Performance NFR's including penetration testing, trade tests and system tests. The framework will also have reusable elements for further Finance releases. All dates for each activity are set in the E2E plan. • Immediately identify and make recommendations to mitigate for any process gaps, to improve the quality and robustness of future releases. • If required as called out against R 3.7.0, NFR's, Performance NFR's to assist/lead on features relating to scope of the releases, CTARS/KEL's & LS tickets. • Knowledge transfer to permanent HMRC staff from contractors working on the Stream – on a continual basis • Release dates/references may be subject to change due to programme priorities. 	
2.18	Borders & Trade	CDS SCP Command Centre	<p>The Supplier shall: -</p> <ul style="list-style-type: none"> • Provide IT delivery services using experienced resources with an understanding of the existing HMRC IT delivery frameworks and organisation. Resources shall have familiarity with the activities needed during the final stages of delivery in the run up to Releases. 	<ul style="list-style-type: none"> • Tracker documents and updates to Programme director and SLT. Daily implementation reports. • Stakeholder communications.



			<ul style="list-style-type: none"> • Identify, agree and initiate supplementary actions to aid the surface and subsequent management of key Programme information in support of senior decision making • Be skilled in mitigating key programme risks. • Deliver the below during this engagement. These are in line with current expectations, although not exhaustive: - <ul style="list-style-type: none"> ○ Tracker documents and updates to the Programme Director and Senior Leadership Team (SLT) detailing status and concerns across IT Delivery in the run up to each release. (Aligned to the agreed releases across the CDS SCP Programme IT Delivery Plan.) ○ Daily post-release implementation reports collating monitoring and performance statistics and highlighting any issues or concerns about service stability during the periods of heightened support. (Aligned to the agreed releases across the CDS SCP Programme IT Delivery Plan). ○ Specific coordination required to support implementation management activities. (Aligned to the agreed releases across the CDS SCP Programme IT Delivery Plan). ○ Stakeholder communications during the release implementations and periods of heightened support. (Aligned to the agreed releases across the CDS SCP Programme IT Delivery Plan). ○ Targeted activity to support the ongoing development and maintenance of a Capacity Plan for the CDS SCP Programme, including regular stakeholder engagement to iterate the data therein. 	
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			<ul style="list-style-type: none"> ○ Production and maintenance of the high-level Plan on a Page in collaboration with the responsible delivery streams. (Updates on a weekly basis for the duration of the Programme). 	
2.19	Borders & Trade	CDS SCP Command Centre	<p>The Supplier service shall ensure that resource for this service have technical capabilities including: -</p> <ul style="list-style-type: none"> • Command Centre Leadership <ul style="list-style-type: none"> ○ Setting up and overseeing the operation of the Command Centre, directing activities in the run up to the releases, at release cutovers and during the early live support periods. • Command Centre Delivery and Service Management <ul style="list-style-type: none"> ○ Co-ordination of development approaches leading up to the releases, at release cutovers and during the early live support periods. ○ Overseeing the support of communications, monitoring, reporting and incident management. • Command Centre Planning Governance <ul style="list-style-type: none"> ○ Co-ordination of the development and maintenance of the CDS IT Delivery programme plan across all the CDS workstreams, using the lower-level detailed plans provided by the workstreams. 	
2.20	Borders & Trade	Programme Delivery Management External Support Services	<p>The Supplier shall provide the following services: -</p> <ul style="list-style-type: none"> • Support to the Trade Test team by developing outage comms, release note and issuing technical documentation for the next Trade Test release (TTM18.0). • Review TTM18.0 scope in preparation for 10 week/8 week planning sessions. 	<ul style="list-style-type: none"> • External Support Services Executive Summary Slide & MART – weekly. External Support Services Plan (POAP and Excel plan) – ongoing.



			<ul style="list-style-type: none"> • Present misalignment strategy to SLT to generate support for blocker resolution and highlight potential impacts to migration. • Use the newly created Misalignment Review Board to catalogue, review, and prioritise the delivery of Paper Tariff misalignments. • Lead prioritisation of KEL fixes for 22/23, including identifying key migration blockers and incorporating external feedback where possible. • Present strategy for defect resolution to senior stakeholders ahead of TTM18.0. • Hypercare support for query resolution, including upskilling new A1 analyst in query management. • Finalise and issue the revamped Query Log to the external community. • Create and issue up to date scope roadmap ahead of end of year period. • Continue to drive resolution of items on CDS WG Blockers & Barriers register ahead of 19/01 CDSWG. • Prepare for external Scope Prioritisation and Functional Validation sessions upon finalisation of 22/23 scope. 	<ul style="list-style-type: none"> • External Support Services Sync Governance – weekly. • IT Delivery Sync External Support Services Overview – weekly. ESS Consolidated Reporting Pack – weekly. Technical documentation - Fortnightly. • TMM 17.0 release documentation - ongoing.
2.21	Borders & Trade	CDIO Services Cross-Cutting	<p>The Supplier shall be responsible for the project management services pillar. (The project management services pillar consists of technical project managers who are well established within the CDIO systems framework, supporting the CDIO Delivery Leads and HMRC Delivery Director in the management of complex system change across the technology CDIO ecosystem using their project management expertise.) Key activities are:</p>	<ul style="list-style-type: none"> • E2E project plans. • Weekly status reports.



			<ul style="list-style-type: none"> • Planning - Create and own E2E project plans and dependencies across four CDIO workstreams and underlying systems, tracking the progress and managing reporting. • Governance - Working with the CDIO workstream leads to collate and provide inputs into weekly status reports and daily scrums. • E2E Delivery - Utilising the technical project management expertise of the PMs together with the knowledge of CDIO systems in order to support the E2E delivery for IT change. • RAIDS - Working with CDIO delivery teams to manage key project and programme level risks and issues from design through to delivery. • CR Management and DG Engagement - Raise CRs to engage manage Delivery Group resources to create the E2E delivery plans and track progress against this. • System Architecture Support - Working within GVMS and Border Flow Tool projects supporting the solution design and delivery into the SDLC for Release 2. 	
2.22	Borders & Trade	Programme Delivery Management and Functional PM	<p>The Supplier shall provide the following services: -</p> <ul style="list-style-type: none"> • Focus on delivery of Functional, NFR and Performance work within CDS and the upcoming live implementations and all associated project management tasks supported. • Close tracking of CDS R2 Scope and consolidated tracker and plan views of Functional, NFR and Performance scope. • Creation of CDS R3 DG Walkthrough pack to support upcoming programme DG walkthrough session. • Maintenance of CDS One Plan to the completion of R2. • Maintenance of Power BI Dashboard within CDS. 	<ul style="list-style-type: none"> • CDS One Plan Reporting – weekly. • Delivery Sync Pack – weekly. • Power BI Programme Plan Dashboards – weekly. • CDS SCP Discovery and Delivery Indicative Roadmap including



				<p>presentation to the GB/NI WG – weekly.</p> <ul style="list-style-type: none">• CDS SCP R2 Scope GB NI POAP – ongoing.• CDS SCP R2 High Level Plan (MSP) – ongoing.• NFR Indicative Roadmap – ongoing.• Performance Plan - ongoing
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3. KEY SERVICES REQUIRED ACROSS ALL CUSTOMER GROUPS

Capability	Level	Services required
Business Analysis	Intermediate	<ul style="list-style-type: none"> • Providing leadership for small-to-medium-sized projects and support for larger and more complex projects. • Provision of practitioner level skills in Agile working, with the ability to help teams to visualise and evaluate outcomes, helping to decide the best approach to project delivery. • Providing business analysis services at a working level, investigating problems and analysing options for new and existing services; making recommendations based on available information. • Providing Business improvement process initiatives at practitioner level, analysing services and processes, identifying, and implementing process improvements using relevant techniques. • Provision of and application at a working level of business modelling techniques to aid communication and understanding of different scenarios, gaining agreement from subject matter experts and stakeholders. • Providing Business process testing at a working level, reporting on system quality and collecting metrics on test cases. • Application of a digital perspective at practitioner level to business scenarios and solutions, identifying and implementing solutions for assisted digital. • Providing services at a working level to ensure Enterprise or business architecture structure are constantly maintained, applying the target operating model to current work. • Application and understanding of Innovation at a working level. • Application at a working level of the most appropriate tool or method. • Providing requirement definition and management service at a working level by sourcing requirements and facilitating the setting of business priorities for change initiatives of medium complexity. • Providing stakeholder relationship management at a working level, identifying key stakeholders, building, and improving relationships with them, and tailoring communication



		<p>while meeting their needs; also taking opposing views to reach consensus and providing constructive challenge as required.</p> <ul style="list-style-type: none"> • Provision of testing at a working level, reviewing requirements and specifications to define test conditions; also, analysis and reporting of test activities and results. • Providing a User focus at a working level, identifying needs and engaging with users or stakeholders to collate user needs evidence; use of quantitative and qualitative data about users to turn user focus into outcomes.
	Senior	<ul style="list-style-type: none"> • Providing functional and / or people management responsibilities including mentoring. • Development of best practice. • Provision of skills in Agile working, with the ability to help teams to visualise and evaluate outcomes, helping to decide the best approach to project delivery. • Providing business analysis services, taking responsibility for investigative work into problems and opportunities in new and existing services; driving the analysis and collection of information to create recommendations and produce solutions. • Providing Business improvement process initiatives, analysing services and processes, identification and implementation of process improvements using relevant techniques. • Provision of and application of business modelling techniques to aid communication and understanding of different scenarios, gaining agreement from subject matter experts and stakeholders. • Providing Business process testing, taking responsibility for the creation of test cases; with the ability to create traceability records from test case back to requirements. • Application of a digital perspective to business scenarios and solutions, identifying and implementing solutions for assisted digital. • Providing Enterprise and business architecture skills, contributing to the creation and maintenance of the target operating model and identifying the impact on operational service. • Leadership and enablement of innovation.

		<ul style="list-style-type: none"> • Promotion of the right tools and methodologies within teams. • Providing leadership on requirements analysis and the investigation and implementation of changes to programme scope; facilitating the setting of business priorities for change initiatives of high complexity.
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		<ul style="list-style-type: none"> • Providing stakeholder relationship management, influencing stakeholders and managing relationships effectively, building long-term strategic relationships; communicating clearly and regularly with stakeholders. • Provision of testing, defining test condition requirements; the ability to design, interpret and execute test plans; also highlighting reports and risks and analysis of results based on test activities and results. • Providing a User focus, collaborating with user researchers and representing users internally; ability to prioritise and define approaches to understand the user story and guiding others in doing so.
Product Delivery	Intermediate	<ul style="list-style-type: none"> • Provision of skills in Agile and Lean practices at a practitioner level, with the ability to identify and compare the best processes or delivery methods to use. • Commercial management skills at a working level, understanding appropriate internal contacts within a government department. • Communication skills at a practitioner level, listening to and interpreting the needs of technical and business stakeholders and managing their expectations. • Financial management skills at a working level, monitoring cost and budget. • Understanding of product life cycle at a working level with the ability to deliver products and services at different phases. • Maintenance of delivery momentum and facilitating the delivery flow of a team at a practitioner level. • Provision of the ability to make a process work, adding value and coaching the buyer to inspect and adapt processes at an expert level.

		<ul style="list-style-type: none"> • Providing planning ability at a practitioner level, prioritising tasks of highest value and using data to inform planning, managing complex internal dependencies, and removing impediments. • Facilitation of team dynamics and collaboration at a working level, bringing people together to form a motivated team.
	Senior	<ul style="list-style-type: none"> • Provision of skills in Agile and Lean practices at an expert level, advocating these approaches and creating or tailoring new ways of working. • Commercial management skills at a practitioner level, taking responsibility for complex relationships with suppliers; and negotiation skills.



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		<ul style="list-style-type: none"> • Provision of communication skills at an expert level, with the ability to mediate between people and resolve conflict, managing stakeholder expectations and facilitating discussions about high risk and complexity within constrained timescales. • Financial management skills at a practitioner level, negotiating and setting budgets. • Provision of a life-cycle perspective at a practitioner level, and the application of experience of multiple parts of the product life cycle, recognising the appropriate time to move forward and when to stop. • Maintenance of delivery momentum and optimising the delivery flow of a team at an expert level. • Provision of the ability to make a process work, adding value and coaching the buyer to inspect and adapt processes at an expert level. • Providing planning ability at an expert level, leading a continual planning process in a very complex environment, and planning beyond delivery. • Facilitation of team dynamics and collaboration at a practitioner level, with the identification and rectification of issues within a team dynamic; accelerating the team development cycle.
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Attachment 2 – Charges and Invoicing Part A – Milestone Payments and Delay Payments

Where the Parties agree that Milestones shall apply Milestones Payments and Delay Payments will be agreed and detailed within each relevant SOW

Part B – Service Charges

All work under this Order Form shall be contracted and delivered under individual SoWs in the form set out in Attachment 12. Each Statement of Work will be scoped, drafted and signed on an individual basis. These Statements of Works will have the flexibility to agree specific packages of work as fixed price, time and materials and additional commercial models deemed appropriate by both Buyer and Supplier. The Maximum Suppliers Personnel Rate Card provided in Part C below will be used for the purpose of defining and pricing each time and material SoW.

Travel may be expected to other Buyer sites than the locations specified in a SoW, Reimbursable Expenses may apply as defined in the Call Off Terms.

A normal working pattern will be Monday to Friday 9am to 5pm (7.5 hours) unless a different requirement is requested via SoW. A Working Day which is any day other than a Saturday, Sunday or public holiday in England, Scotland and Wales

Multiple Statements of Work can operate concurrently.

Service charges will be detailed within each SOW.

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

Staff Grade	Day Rate (£)
Project Manager (SFIA 4)	
Project Manager (SFIA 5)	
Project Manager (SFIA 6)	
Business Analyst (SFIA 4)	
Business Analyst (SFIA 5)	
Business Analyst (SFIA 6)	
Scrum Master (SFIA 3)	

Scrum Master (SFIA 4)	
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Scrum Master (SFIA 5)	
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The rate card will not be subject to Indexation during the initial contract term 24 months, but then shall follow the provisions of the Part C of Schedule 2 Call Off terms, with the rates becoming subject to indexation from the second anniversary of the Commencement Date.

Part D – Risk Register

NOT USED. If applicable, to be detailed within each relevant SOW

Part E – Early Termination Fee(s)

All work under this Order Form shall be contracted and delivered under individual SoWs in the form set out in Attachment 12. Each Statement of Work will set out early termination fees on an individual basis.

PART F - Ordering

1. Requests are submitted by the Buyer, in the form of a request for a Statement of Work (SOW) to the Supplier.
2. The Supplier shall consider the Buyer's request and its ability to resource and deliver the request. The Supplier shall then submit its response to the request SOW as soon as possible but within any event within 5-7 Working Days. For more complex requirements a longer date may be agreed between the Parties to facilitate adequate impacting and governance activity, in such circumstances the Parties shall discuss and agree an appropriate timescale having due consideration of the Buyers operational timescales. If the Supplier is accepting the SOW request, it shall provide to the Buyer a draft SOW.
3. The Attachment 12 Statement of Work Template with details of the build up to the Charges, resources to be provided, and associated pricing.
4. The Buyer shall then consider the response SOW issued by the Supplier and shall respond within a reasonable timescale.
5. Where the Buyer approves the Supplier's submission it shall inform Supplier via email of its wish to proceed to delivery which shall be accompanied by a Buyer signed SOW initiated by the Buyer via Docusign or other agreed and approved electronic means which shall include a SAP Ariba (myBuy) Purchase order for the amount stated and agreed within the SOW. This shall constitute Contract for the purposes of the Supplier to commence delivery of the activities.
6. Where the Buyer does not approve the response SOW, it shall inform the Supplier of the reason for rejection via email. The Supplier will review the reason for rejection and use it's reasonable endeavours to address the Buyer's concerns and issue an amended response SoW for the Buyer's consideration.



7. Upon receipt of a signed SOW and valid Purchase Order the Supplier will mobilise resources to commence delivery in accordance with the approved response SOW.

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8. During delivery, the Supplier will invoice the Buyer in accordance with the agreed payment schedule, milestones or otherwise in accordance with the SOW payment provisions the Parties have agreed.

[45](#) RM6100 Order Form – Lots 2, 3 and 5

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Attachment 3 – Outline Implementation Plan

Indicative Implementation Plan to be finalised post contract signature during SOW scoping:

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Attachment 4 – Service Levels and Service Credits

Service Levels and Service Credits

To be detailed within each relevant SOW

Service Credit Cap

To be detailed within each relevant SOW

Critical Service Level Failure

To be detailed within each relevant SOW

Social Value Key Performance Indicators (KPIs)

The Parties agree that the Social Value KPIs mentioned below will be assessed at Order Form level.

[Redacted]

Theme 2: Tackling Economic Inequality

KPI 1

[Redacted]

Met	Not met
[Redacted]	[Redacted]
	[Redacted]

Reporting:

[Redacted]

KPI 2

[Redacted]



Met	Not met
<div></div>	<div></div>

Theme 3: Fighting Climate Change

KPI 3

Met	Not met
<div></div>	<div></div>

Theme 5: Improve Health and Wellbeing

KPI 4

Community Volunteering

Met	Not met
<div></div>	<div></div>

Reporting:

KPI 5



Met	Not met
<div><div></div><div></div></div>	<div><div></div><div></div></div>

Reporting:



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

Not Applicable

Part B – Key Sub-Contractors

Not Applicable



Attachment 6 – Software

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

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

Not Applicable

Part B – Third Party Software

Not Applicable

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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>
Supplier – Accenture UK Plc		

Attachment 8 – Governance

PART A – SHORT FORM GOVERNANCE

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

Operational Board	
Buyer Members for the Operational Board	Delivery Lead/ Project Manager, Supplier Management.
Supplier Members for the Operational Board	<ul style="list-style-type: none"> • HMRC ATR Lead • Additional representation by agreement between HMRC ATR Lead and Buyer Delivery Lead
Frequency of the Operational Board	Monthly (option for additional meetings if required during the period of SoW)
Location of the Operational Board	Meetings will be held virtually via MS Teams.

RM6100 Order Form – Lots 2, 3 and 5

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

Not Applicable

Description	Details
Identity of Controller for each Category of Personal Data	<p>[The Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">• [Insert the scope of Personal Data for which the purposes and means of the processing by the Supplier is determined by the Authority] <p>The Supplier is Controller and the Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with Clause 34.2 to 34.15 of the following Personal Data:</p> <ul style="list-style-type: none">• [Insert the scope of Personal Data for which the purposes and means of the processing by the Authority is determined by the Supplier] <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none">• [Insert the scope of Personal Data for which the purposes and means of the processing is determined by both Parties together] <p>For the purpose of Clause 1.2 of the joint controller clauses the [insert either Buyer or Supplier] shall be the Party referenced and responsible</p>

	for those matters set out in Clause 1.2(a)-(e). Insert for the purpose
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The Supplier shall not be authorised to process any Personal Data under this Contract. However, if the need arises for the Supplier to process any Personal Data under a SOW, the following schedule shall be added to the SOW. This schedule 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. The contact details of the Buyer's Data Protection Officer are: **Insert Contact details**
2. The contact details of the Supplier's Data Protection Officer are: **Insert Contact details**
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Attachment 9.

	<p>of Paragraph 1.2 of the joint controller clauses which Party (either Supplier or Buyer) shall be responsible for those matters listed in Clause 1.2(a) – (e), including whose privacy policy should apply i.e.</p> <p>Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the Data Protection Legislation in respect of :</p> <ul style="list-style-type: none"> • contact details of Supplier Personnel, contact details of any directors, officers, s, agents, consultants and contractors of the (including the Supplier Personnel) engaged in the performance of the Buyer's duties under this Contract. • [The scope of other Personal Data provided by one of these Data Controller to the other Party who will determine the nature and purposes of its processing of the Personal Data on receipt. <p>Supplier has professional or regulatory obligations in relation to the Personal Data received, (2) a standardised service is required or cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the table in connection with a transaction with the Data Controller for use by the Buyer]</p>
Duration of the processing	[Clearly set out the duration of the processing including dates]
Nature and purposes of the processing	<p>[Please be as specific as possible, but make sure that you cover all intended purposes.</p> <p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</p>
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients students/ pupils, members of the public, users of a particular website etc.]
	[Describe how long the data will be retained for, how it be

Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>returned or destroyed]</i>
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Attachment 10 – Transparency Reports

If any of the Transparency Reports listed below contain Commercially Sensitive Information (as listed in Section D of the Order Form), the Parties agree that such Commercially Sensitive Information shall not be treated as Transparency Information and shall be redacted from the Transparency Reports prior to any publication under the terms of the Contract (including Clause 41).

Where the Transparency reports in the table below are stated as 'To be SOW specific' the Parties acknowledge and agree that the specific reporting requirements will be agreed in the SOW.

Title	Content	Format	Frequency	To be SOW specific
Project performance report	Produce a project performance report thirty (30) days after the Commencement Date and then each month thereafter, detailing as a minimum the following: i. Progress against plan ii. Status of Deliverables iii. Actions iv. Dependencies v. Risks and Issues vi. Resource Management vii. Benefits realisation	Excel	Monthly	Yes

Title	Content	Format	Frequency	To be SOW specific
Weekly project status report	<p>This shall include as a minimum the planned and forecast dates for such Deliverables and such other information as the Buyer may request, including but not limited to:</p> <ul style="list-style-type: none"> i.Planned and forecast dates for Deliverables ii.Plan including, but not limited to: <ul style="list-style-type: none"> a. status for overall project (previous and current re- port); b. summary of progress; c. outcomes expected for the next week; d. key dependencies for the next week; e. key risks and Issues; and f. Supplier's transition costs/finance update g. and such other information as the Buyer may request. 	Excel	Weekly	Yes
Recommendation report	Complete recommendation reports as detailed throughout the requirements in Attachment 1	TBD	TBD	Yes

Project closure report	Provide a Project Closure Report Deliverable as part of Ordinary Exit including: <ul style="list-style-type: none"> • Quantified benefits • Quantified performance improvements • Deliverables' inventory • Ongoing risks and issues log • Defects log hand-over • Lessons learned report • Payment and Charging Closure report • Buyer assets Return confirmation • Provision of Data Retention • Confirmation of knowledge transfer and capability uplift 	TBD	End of Phase / Project	Yes
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Title	Content	Format	Frequency	To be SOW specific
Performance report	KPI and SPI performance across all Statements of Work	Excel	Monthly	No
Call off contract charges	Supplier to provide detailed breakdown of charges against: <ul style="list-style-type: none"> • Individual SoWs • Use of Rate Card • Use of Subcontractors 	Excel	Monthly	No
Social Value delivery	The parties will work together to refine the Suppliers commitments and agree appropriate measurement metrics	TBD	TBD	No
Service Credits	Supplier to detail any Service Credits to be applied following KPI and SPI Report.	Excel	Monthly / Upon Milestone completion	Yes

**Attachment 11 – Supplier
Response**



Auxiliary Transition

Resources Supplier Re

Attachment 12 – Statement of Work Template

Statement of Work (XX)

This Statement of Work (“SOW”) is entered into as of [DATE] (“SOW Effective Date”) by and between HMRC (“Buyer”) and Accenture (UK) Limited (“Accenture”) pursuant to the terms of the Contract (HMRC Auxiliary Transition Resource Contract SR983668494), consisting of the Order Form and the Call Off Terms.

1. Statement of Works (SOW) Details

Upon execution, this SOW forms part of the Contract (reference below).

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 in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Services Specification and provisions of the 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 Contract, unless otherwise agreed by the Parties in writing.

- 1.1. Date of SOW: [To be completed]
- 1.2. SOW Title: [To be completed]
- 1.3. SOW Reference: [To be completed]
- 1.4. Call-Off Contract Reference: [To be completed]
- 1.5. Buyer: [To be completed]
- 1.6. Supplier: [To be completed]
- 1.7. SOW Start Date: [To be completed]
- 1.8. SOW End Date: [To be completed]
- 1.9. Duration of SOW: [To be completed]
- 1.10. Service Period: [To be completed]
- 1.11. Key Personnel (Buyer): [To be completed]
- 1.12. Key Personnel (Supplier): [To be completed]
- 1.13. Subcontractors: [To be completed]

2. Contract Specification – Deliverables Context

2.1. SOW Deliverables Background: [Insert details of which elements of the Deliverables this SOW will address]

2.2. Delivery phase(s): [Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live]

2.3. Overview of Requirement: [Insert overview of the SOW requirement]

3. Buyer Requirements – SOW services

3.1. SOW services: [Insert details of the full scope of services to be included within this SOW]

3.2. SOW Milestones

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01			
MS02			

3.3. Delivery Plan: [Insert details]

3.4. Dependencies: [Insert details]

3.5. Supplier resource plan: [Insert details – if applicable]

3.6. SOW Standards: [Insert any specific Standards applicable to this SOW]

3.7. Acceptance criteria: The acceptance criteria, at HMRC's discretion, shall be that the Deliverables materially conform to the specifications and descriptions as below.

[I.e. HMRC will review each deliverable from the Supplier and any material deficiency in the deliverable that is identified by HMRC during a period of 10 business days after delivery will be immediately notified to the Supplier in writing (By Email or otherwise). In the event that a material deficiency is duly notified during such period, Supplier shall within 10 business days remedy the deficiency and resubmit the deliverable for further acceptance review].

3.8. Performance Management:

[Insert details of additional KPIs / SPIs agreed for this SOW in accordance with the details in Annex 2 of this SOW]

No.	Key Performance Indicator Title	Definition	Measurement Period	Frequency of reporting	Performance calculation	Severity Levels	Service Points
						Target Performance Level:	
						Minor KPI Failure	
						Serious KPI Failure:	
						Severe	

						KPI Failure:	
						KPI Service Threshold:	

3.9. Service Levels and Service Credits

Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
[Accurate and timely billing of Buyer]	[Accuracy /Timelines]	[at least 98% at all times]	[]	[0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure]
[Access to Buyer support]	[Availability]	[at least 98% at all times]	[]	[0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure]

The Service Credits shall be calculated on the basis of the following formula: Example:

Formula: $x\% (\text{Service Level Performance Measure}) - x\% (\text{actual Level performance}) = x\% \text{ of the Service Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer}$

Worked example: 98% (e.g. Service Level Performance Measure) to the Buyer as Service Credits to be requirement for accurate and timely (e.g. Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period) payable by the Buyer

Service

Credit Cap

[Insert details of the Service Credit Cap] Critical

Service Level Failure

[Insert details of the Critical Service Level Failure – examples are provide below for guidance.]

[In relation to **[specify the relevant Service Level]** a Critical Service Level Failure shall include a delay in producing **[specify the relevant Deliverable]** ordered by the Customer in excess of **[specify the relevant time period]** more than once in any **[specify the relevant period]** or more than **[specify the relevant time period]**.

And/or

In relation to **[specify the relevant Service Level]** a Critical Service Level Failure shall include a loss of **[specify the relevant Availability]** during core hours **[specify the relevant**

core hours] to the **[specify the relevant Service]** for more than **[specify the relevant time period]**, or **[specify the relevant time period].]**

3.10. Additional Requirements:

Annex 1 – Where the Supplier is Processing, Personal Data in this Statement of Work, the Parties shall comply with the Annex 1 attached to this Statement of Work. **3.11. Milestone Payments and Delay Payments**

#	Milestone Description	Milestone Payment amount (£GBP)	Milestone Date	Delay Payments (where Milestone) (£GBP per day)
M1	[insert description]	[insert amount]	[insert date as per Outline Implementation Plan]	[insert amount]
M2				
M3				
M4				
M5				

3.12. Service Charges (if applicable)

Charge Number	Service Charges
[Service Line 1]	
[e.g. SL1C1]	
[Service Line 2]	
[e.g. SL2C1]	

3.13. Risk Register

[illegible]

3.14. Early Termination Fee(s): [To be completed]**3.15. Key Supplier Personnel:**

Key Role	Key Staff

3.16. SOW Reporting Requirements:

Further to the Supplier providing the reporting detailed in Attachment 10 of the Order Form (Transparency Reports) the Supplier shall also provide the following additional reporting under and applicable to this SOW only:

[Insert details of additional reporting requirements for this SOW]

4. CHARGES**4.1. CONTRACT CHARGES:**

The applicable charging method(s) for this SOW is:

- [Time and Materials]
- [Fixed Price]
- [Milestone Payments]
- [Firm Price]

[Buyer to select as appropriate for this SOW]

The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].

Rate Cards Applicable:

Supplier rate cards from Attachment 2 Charges and Invoicing Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges including details of any discounts that will be applied to the work undertaken under this SOW.

4.2 Reimbursable Expenses:

[Refer to HMRC Expense Policy]

[Reimbursable Expenses are capped at £[Insert] [OR [Insert] percent ([X]%) of the Charges payable under this Statement of Work.]

[None]

[Buyer to delete as appropriate for this SOW]

5. SIGNATURES AND APPROVALS

For and on behalf of the Supplier Name:

Title:

Date:

Signature:

For and on behalf of the Buyer Name:

Title:

Date:

Signature:

Annex 1 Data Processing

Prior to the execution of this Statement of Work, if necessary Parties will complete this Annex 1 as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

This Annex 1 shall be completed by the Buyer, who may take account of the view of the Supplier, however the final decision as to the content of this Annex 1 shall be with the Buyer at its absolute discretion.

1. The contact details of the Buyer's Data Protection Officer are: *[Insert Contact details]*.
2. The contact details of the Supplier's Data Protection Officer are: *[Insert Contact details]*.
3. The Supplier shall comply with any further written instructions with respect to processing by the Buyer.
4. Any such further instructions shall be incorporated into this Attachment 12.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor in accordance with Clause 18 of the Contract.
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract. Example: The processing is needed in order to ensure that the Supplier can effectively deliver the contract to provide a service to members of the public.]</i>

Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<i>[Please be as specific as possible, but make sure that you cover all intended purposes. Processing means any operation such as collection, recording, organisation, structuring, storage, retrieval, consultation, use, disclosure by transmission or otherwise making available, restriction, erasure or destruction of data (by automated means) etc. Include: employment processing, statutory obligations, recruitment assessment etc.]</i>
Type of Personal Data being Processed	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]</i>

Annex 2 Performance Management

11 DEFINITIONS

In this Schedule, the following definitions shall apply:

“Key Performance Indicator”	the key performance indicators set out in section 3.8 Performance Management of this SOW;
“KPI Failure”	a failure to meet the Target Performance Level in respect of a Key Performance Indicator;
“Measurement Period”	in relation to a Key Performance Indicator or Subsidiary Performance Indicator, the period over which the Supplier’s performance is measured (for example, a Service Period if measured monthly or a 12 month period if measured annually);
“Minor KPI Failure”	shall be as set out against the relevant Key Performance Indicator in section 3.8 Performance Management of this SOW;
“Performance Monitoring Report”	has the meaning given in Paragraph 1.1(a) of Part B;

“Repeat KPI Failure”	has the meaning given in Paragraph 3.1 of Part A;
“Serious KPI Failure”	shall be as set out against the relevant Key Performance Indicator in section 3.8 Performance Management of this SOW;
“Service Charges”	the periodic payments made in accordance with Section 4. Charges of this SOW;
“Service Credit Cap”	<p>(a) in the period of 12 months from this SOW Start Date, [10%] of the SOW Charges; and</p> <p>(b) during the remainder of the Term, [10%] of the Service Charges paid and/or due to be paid to the Supplier under this Contract in the period of 12 months immediately preceding the Service Period in respect of which Service Credits are accrued;</p>
“Service Credits”	credits payable by the Supplier due to the occurrence of 1 or more KPI Failures, calculated in accordance with Part A of this Annex;
“Service Period”	<p>a calendar month, save that:</p> <p>(a) the first service period shall begin on the SOW Start Date and shall expire at the end of the calendar month; and</p> <p>(b) the final service period shall commence on the first day of the calendar month in which this SOW expires or terminates and shall end on the expiry or termination of the Term;</p>
“Service Points”	in relation to a KPI Failure, the points that are set out against the relevant Key Performance Indicator in 7. Performance Management of this SOW;
“Severe KPI Failure”	shall be as set out against the relevant Key Performance Indicator in section 3.8 Performance Management of this SOW;
“Social Value”	the social, economic or environmental benefits set out in the Suppliers ITT Response
“Subsidiary Performance Indicator”	the performance indicators set out in section 3.8 Performance Management of this SOW;
“Target Performance Level”	the minimum level of performance for a Performance Indicator which is required by the Buyer, as set out against the relevant Performance Indicator in section 3.8 Performance Management of this SOW.

PART A: PERFORMANCE INDICATORS AND SERVICE CREDITS

1 PERFORMANCE INDICATORS

- 1.1 Section 3.8 Performance Management of this SOW sets out the Key Performance Indicators and Subsidiary Performance Indicators which the Parties have agreed shall be used to measure the performance of the Services by the Supplier.
- 1.2 The Supplier shall monitor its performance against each Performance Indicator and shall send the Buyer a report detailing the level of service actually achieved in accordance with Part B.
- 1.3 Service Points, and therefore Service Credits, shall accrue for any KPI Failure and shall be calculated in accordance with Paragraphs 2, 3 and 4.

2 SERVICE POINTS

- 2.1 If the level of performance of the Supplier during a Service Period achieves the Target Performance Level in respect of a Key Performance Indicator, no Service Points shall accrue to the Supplier in respect of that Key Performance Indicator.
- 2.2 If the level of performance of the Supplier during a Service Period is below the Target Performance Level in respect of a Key Performance Indicator, Service Points shall accrue to the Supplier in respect of that Key Performance Indicator as set out in Paragraph 2.3.
- 2.3 The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure shall be the applicable number as set out in section 3.8 Performance Management of this SOW depending on whether the KPI Failure is a Minor KPI Failure, a Serious KPI Failure or a Severe KPI Failure, unless the KPI Failure is a Repeat KPI Failure when the provisions of Paragraph 3.2 shall apply.

3 REPEAT KPI FAILURES AND RELATED KPI FAILURES

3.1 Repeat KPI Failures

If a KPI Failure occurs in respect of the same Key Performance Indicator in any two consecutive Measurement Periods, the second and any subsequent such KPI Failure shall be a **“Repeat KPI Failure”**.

The number of Service Points that shall accrue to the Supplier in respect of a KPI Failure that is a Repeat KPI Failure shall be calculated as follows:

SP = P x 2 where:

SP = the number of Service Points that shall accrue for the Repeat KPI Failure; and

P = the applicable number of Service Points for that KPI Failure as set out in section 3.8 Performance Management of this SOW depending on whether

the Repeat KPI Failure is a Minor KPI Failure, a Serious KPI Failure, a Severe KPI Failure or a failure to meet the KPI Service Threshold.

4 SERVICE CREDITS

4.1 Service Credits shall be calculated by reference to the number of Service Points accrued in any one Service Period pursuant to the provisions of section 3.8 Performance Management of this SOW.

For each Service Period:

the Service Points accrued shall be converted to a percentage deduction from the Service Charges for the relevant Service Period on the basis of one point equating to a 1% deduction in the Service Charges; and

the total Service Credits applicable for the Service Period shall be calculated in accordance with the following formula:

Total Service Credits = [(Total Service Points for KPI1) + (Total Service Points for KPI2) + (Total Service Points for KPI3)...] * 1% * Service Charges

4.2 Service Credits are a reduction of the Service Charges payable in respect of the relevant Services to reflect the reduced value of the Services actually received and are stated exclusive of VAT.

4.3 Service Credits shall be shown as a deduction from the amount due from the Buyer to the Supplier in the invoice for the Service Period immediately succeeding the Service Period to which they relate.

4.4 The Buyer shall use the Performance Monitoring Reports provided pursuant to Part B, among other things, to verify the calculation and accuracy of the Service Credits (if any) applicable to each Service Period.

PART B: PERFORMANCE MONITORING

1 PERFORMANCE MONITORING AND PERFORMANCE REVIEW

- 1.1 Within 10 Working Days of the end of each Service Period, the Supplier shall provide:
 - (a) a report to the Buyer Representative which summarises the performance by the Supplier against each of the Performance Indicators as more particularly described in Paragraph 1.2 (the "**Performance Monitoring Report**"); and
 - (b) a report created by the Supplier to the Buyer's senior responsible officer which summarises the Supplier's performance over the relevant Service Period as more particularly described in Paragraph 1.3 (the "**Balanced Scorecard Report**").
- 1.2 The Performance Monitoring Report shall be in such format as agreed between the Parties from time to time and contain, as a minimum, the following information:
 - (a) for each Key Performance Indicator and Subsidiary Performance Indicator, the actual performance achieved over the Service Period
 - (b) a summary of all KPI Failures that occurred during the Service Period;

- (c) the severity level of each KPI Failure which occurred during the Service Period;
- (d) which KPI Failures remain outstanding and progress in resolving them;
- (e) the number of Service Points awarded in respect of each KPI Failure;
- (f) the Service Credits to be applied, indicating the KPI Failure(s) to which the Service Credits relate
- (g) such other details as the Buyer may reasonably require from time to time

1.3 The Balanced Scorecard Report shall be presented in the form of an online accessible dashboard and, as a minimum, shall contain a high level summary of the Supplier's performance over the relevant Service Period, including details of the following:

- (a) the Target Performance Levels achieved;
- (b) performance against its obligation to pay its Sub-contractors within thirty (30) days of receipt of an undisputed invoice;
- (c) Milestone trend chart, showing performance of the overall programme;
- (d) sustainability and energy efficiency indicators, for example energy consumption and recycling performance; and
- (e) Social Value (as applicable)
- (f) such other details as the Buyer may reasonably require from time to time

Attachment 13 – Security Plan Questionnaire;

[REDACTED]

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

A. Amendments to RM6100 Lot 2 Call Off Terms:

NOT USED

B. HMRC mandatory terms

AUTHORITY'S MANDATORY TERMS

- A. For the avoidance of doubt, references to 'the Agreement' mean this Call-Off Contract between the Supplier and the Authority. References to 'the Authority' mean 'the Buyer' (the Commissioners for Her Majesty's Revenue and Customs).
- B. The Agreement incorporates the Authority's mandatory terms set out in this Annex 1 Part B.
- C. In case of any ambiguity or conflict, the Authority's mandatory terms in this Annex 1 Part B will supersede any other terms in the Agreement.

1. Definitions

- "Affiliate"** in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
- "Authority Data"** a. the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:
 - i. supplied to the Supplier by or on behalf of the Authority; and/or
 - ii. which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or
 b. any Personal Data for which the Authority is the Controller, or any data derived from such Personal Data which has had any designatory data identifiers removed so that an individual cannot be identified;
- "Charges"** the charges for the Services as specified in Attachment 2 Charges and Invoicing Contract Call-off Charges;
- "Connected Company"** means, in relation to a company, entity or other person, the Affiliates of that company, entity or other person or any other person associated with such company, entity or other person;
- "Control"** the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;
- "Controller",** take the meaning given in the GDPR;
- "Processor", "Data Subject",**

“Data Protection Legislation”	<p>a. the GDPR, the Law Enforcement Directive (Directive EU 2016/680) and any applicable national implementing Laws as amended from time to time;</p> <p>b. the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy;</p> <p>c. all applicable Law about the processing of personal data and privacy;</p>
“GDPR”	the General Data Protection Regulation (Regulation (EU) 2016/679);
“Key Subcontractor”	<p>any Subcontractor:</p> <p>a. which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or</p> <p>b. with a Subcontract with a contract value which at the time of appointment exceeds (or would exceed if appointed) ten per cent (10%) of the aggregate Charges forecast to be payable under this Call-Off Contract;</p>
“Law”	any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
“Personal Data”	has the meaning given in the GDPR;
“Purchase Order Number”	the Authority’s unique number relating to the supply of the Services;
“Services”	the services to be supplied by the Supplier to the Authority under the Agreement, including the provision of any Goods;
“Subcontract”	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Subcontractor) and any third party whereby that third party agrees to provide to the Supplier (or the Subcontractor) all or any part of the Services, or facilities or services which are material for the provision of the Services, or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
“Subcontractor”	<p>any third party with whom:</p> <p>a. the Supplier enters into a Subcontract; or</p> <p>b. a third party under (a) above enters into a Subcontract, or the servants or agents of that third party;</p>
“Supplier Personnel”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;
“Supporting Documentation”	sufficient information in writing to enable the Authority to reasonably verify the accuracy of any invoice;

“Tax”

- a. all forms of tax whether direct or indirect;
 - b. national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;
 - c. all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and
 - d. any penalty, fine, surcharge, interest, charges or costs relating to any of the above,
- in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;

“Tax Non-Compliance”

- where an entity or person under consideration meets all 3 conditions contained in the relevant excerpt from HMRC’s “Test for Tax NonCompliance”, as set out in Annex 1, where:
- a. the “Economic Operator” means the Supplier or any agent, supplier or Subcontractor of the Supplier requested to be replaced pursuant to Clause 4.3; and
 - b. any “Essential Subcontractor” means any Key Subcontractor;

“VAT”

value added tax as provided for in the Value Added Tax Act 1994.

2. Payment and Recovery of Sums Due

- 2.1. The Supplier shall invoice the Authority as specified in Clause 15 of the Call of Terms. Without prejudice to the generality of the invoicing procedure specified in the Agreement, the Supplier shall procure a Purchase Order Number from the Authority prior to the commencement of any Services and the Supplier acknowledges and agrees that should it commence Services without a Purchase Order Number:
 - 2.1.1. the Supplier does so at its own risk; and
 - 2.1.2. the Authority shall not be obliged to pay any invoice without a valid Purchase Order Number having been provided to the Supplier.
- 2.2. Each invoice and any Supporting Documentation required to be submitted in accordance with the invoicing procedure specified in the Agreement shall be submitted by the Supplier, as directed by the Authority from time to time via the Authority’s electronic transaction system.
- 2.3. If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Authority from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

3. Warranties

- 3.1. The Supplier represents and warrants that:
 - 3.1.1. in the three years prior to the Service Commencement Date, it has been in full compliance with all applicable securities and Laws related to Tax in the United Kingdom and in the jurisdiction in which it is established;
 - 3.1.2. it has notified the Authority in writing of any Tax Non-Compliance it is involved in; and
 - 3.1.3. no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier’s assets or revenue and the Supplier has notified the Authority of any profit warnings issued in respect of the Supplier in the three years prior to the Effective Date.
- 3.2. If at any time the Supplier becomes aware that a representation or warranty given by it under Clause 3.1.1, 3.1.2 and/or 3.1.3 has been breached, is untrue, or is misleading, it shall

immediately notify the Authority of the relevant occurrence in sufficient detail to enable the Authority to make an accurate assessment of the situation.

- 3.3. In the event that the warranty given by the Supplier pursuant to Clause 3.1.2 is materially untrue, the Authority shall be entitled to terminate the Agreement pursuant to the Call-Off clause which provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).

4. Promoting Tax Compliance

- 4.1. All amounts stated are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice.
- 4.2. To the extent applicable to the Supplier, the Supplier shall at all times comply with all Laws relating to Tax and with the equivalent legal provisions of the country in which the Supplier is established.
- 4.3. The Supplier shall provide to the Authority the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or selfassessment reference of any agent, supplier or Subcontractor of the Supplier prior to the provision of any material Services under the Agreement by that agent, supplier or Subcontractor. Upon a request by the Authority, the Supplier shall not contract, or will cease to contract, with any agent, supplier or Subcontractor supplying Services under the Agreement.
- 4.4. If, at any point during the Term, there is Tax Non-Compliance, the Supplier shall:
- 4.4.1. notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and
- 4.4.2. promptly provide to the Authority:
- a. details of the steps which the Supplier is taking to resolve the Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - b. such other information in relation to the Tax Non-Compliance as the Authority may reasonably require.
- 4.4.3. The Supplier shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any Tax relating to payments made to the Supplier under this Agreement. Any amounts due under this Clause 4.5 shall be paid in cleared funds by the Supplier to the Authority not less than five (5) Working Days before the date upon which the Tax or other liability is payable by the Authority.
- 4.4.4. Upon the Authority's request, the Supplier shall provide (promptly or within such other period notified by the Authority) information which demonstrates how the Supplier complies with its Tax obligations.
- 4.4.5. If the Supplier:
- 4.4.5.1. fails to comply (or if the Authority receives information which demonstrates to it that the Supplier has failed to comply) with Clauses 4.2, 4.4.1 and/or 4.6 this may be a material breach of the Agreement;
 - 4.4.5.2. fails to comply (or if the Authority receives information which demonstrates to it that the Supplier has failed to comply) with a reasonable request by the Authority that it must not contract, or must cease to contract, with any agent, supplier or Subcontractor of the Supplier as required by Clause 4.3 on the grounds that the agent, supplier or Subcontractor of the Supplier is involved in Tax NonCompliance this shall be a material breach of the Agreement; and/or
 - 4.4.5.3. fails to provide details of steps being taken and mitigating factors pursuant to Clause 4.4.2 which in the reasonable opinion of the Authority are acceptable this shall be a material breach of the Agreement;

and any such material breach shall allow the Authority to terminate the Agreement pursuant to the Call-Off Clause which provides the Authority the right to terminate

the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).

- 4.5. The Authority may internally share any information which it receives under Clauses 4.3 to 4.4 (inclusive) and 4.6, for the purpose of the collection and management of revenue for which the Authority is responsible.

5. Use of Off-shore Tax Structures

- 5.1. Subject to the principles of non-discrimination against undertakings based either in member countries of the European Union or in signatory countries of the World Trade Organisation Agreement on Government Procurement, the Supplier shall not, and shall ensure that its Connected Companies, Key Subcontractors (and their respective Connected Companies) shall not, have or put in place (unless otherwise agreed with the Authority) any arrangements involving the use of off-shore companies or other off-shore entities the main purpose, or one of the main purposes, of which is to achieve a reduction in United Kingdom Tax of any description which would otherwise be payable by it or them on or in connection with the payments made by or on behalf of the Authority under or pursuant to this Agreement or (in the case of any Key Subcontractor and its Connected Companies) United Kingdom Tax which would be payable by it or them on or in connection with payments made by or on behalf of the Supplier under or pursuant to the applicable Key Subcontract ("**Prohibited Transactions**"). Prohibited Transactions shall not include transactions made between the Supplier and its Connected Companies or a Key Subcontractor and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties' business.
- 5.2. The Supplier shall notify the Authority in writing (with reasonable supporting detail) of any proposal for the Supplier or any of its Connected Companies, or for a Key Subcontractor (or any of its Connected Companies), to enter into any Prohibited Transaction. The Supplier shall notify the Authority within a reasonable time to allow the Authority to consider the proposed Prohibited Transaction before it is due to be put in place.
- 5.3. In the event of a Prohibited Transaction being entered into in breach of Clause 5.1 above, or in the event that circumstances arise which may result in such a breach, the Supplier and/or the Key Subcontractor (as applicable) shall discuss the situation with the Authority and, in order to ensure future compliance with the requirements of Clauses 5.1 and 5.2, the Parties (and the Supplier shall procure that the Key Subcontractor, where applicable) shall agree (at no cost to the Authority) timely and appropriate changes to any such arrangements by the undertakings concerned, resolving the matter (if required) through the escalation process in the Agreement.
- 5.4. Failure by the Supplier (or a Key Subcontractor) to comply with the obligations set out in Clauses 5.2 and 5.3 shall allow the Authority to terminate the Agreement pursuant to the Clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause).

6. Data Protection and off-shoring

- 6.1. The Processor shall, in relation to any Personal Data processed in connection with its obligations under the Agreement:
- 6.1.1. not transfer Personal Data outside of the United Kingdom unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - the Data Subject has enforceable rights and effective legal remedies;
 - the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

- d. the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- 6.2. Failure by the Processor to comply with the obligations set out in Clause 6.1 shall allow the Authority to terminate the Agreement pursuant to the Clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).

7. Commissioners for Revenue and Customs Act 2005 and related Legislation

- 7.1. The Supplier shall comply with, and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in Section 18 of the Commissioners for Revenue and Customs Act 2005 ('CRCA') to maintain the confidentiality of Authority Data. Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the aforesaid obligations may lead to a prosecution under Section 19 of CRCA.
- 7.2. The Supplier shall comply with, and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in Section 123 of the Social Security Administration Act 1992, which may apply to the fulfilment of some or all of the Services. The Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the Supplier's obligations under Section 123 of the Social Security Administration Act 1992 may lead to a prosecution under that Act.
- 7.3. The Supplier shall regularly (not less than once every six (6) months) remind all Supplier Personnel who will have access to, or are provided with, Authority Data in writing of the obligations upon Supplier Personnel set out in Clause 7.1 above. The Supplier shall monitor the compliance by Supplier Personnel with such obligations.
- 7.4. The Supplier shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data sign (or have previously signed) a Confidentiality Declaration, in the form provided at Annex 2. The Supplier shall provide a copy of each such signed declaration to the Authority upon demand.
- 7.5. In the event that the Supplier or the Supplier Personnel fail to comply with this Clause 7, the Authority reserves the right to terminate the Agreement with immediate effect pursuant to the clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause).

Excerpt from HMRC's "Test for Tax Non-Compliance"

Condition one (An in-scope entity or person)

- 1. There is a person or entity which is either: ("X")
 - 1.1 The Economic Operator or Essential Subcontractor (EOS)
 - 1.2 Part of the same Group of companies of EOS. An entity will be treated as within the same Group of EOS where that entities' financial statements would be required to be consolidated with those of EOS if prepared in accordance with IFRS 10 Consolidated Financial Accounts¹;
 - 1.3 Any director, shareholder or other person (P) which exercises control over EOS. 'Control' means P can secure, through holding of shares or powers under articles of association or other document that EOS's affairs are conducted in accordance with P's wishes.

Condition two (Arrangements involving evasion, abuse or tax avoidance)

- 2. X has been engaged in one or more of the following:
 - 2.1 Fraudulent evasion²;

- 2.2 Conduct caught by the General Anti-Abuse Rule³;
- 2.3 Conduct caught by the Halifax Abuse principle⁴;
- 2.4 Entered into arrangements caught by a DOTAS or VADR scheme⁵;
- 2.5 Conduct caught by a recognised 'anti-avoidance rule'⁶ being a statutory provision which targets arrangements where either a main purpose, or an expected benefit, is to obtain a tax advantage or where the arrangement is not affected for commercial purposes. 'Targeted AntiAvoidance Rules' (TAARs). It may be useful to confirm that the Diverted Profits Tax is a TAAR for these purposes;
- 2.6 Entered into an avoidance scheme identified by HMRC's published Spotlights list⁷;
- 2.7 Engaged in conduct which falls under rules in other jurisdictions which are equivalent or similar to (a) to (f) above.

Condition three (Arrangements are admitted, or subject to litigation/prosecution or identified in a published list (Spotlights))

3. X's activity in *Condition 2* is, where applicable, subject to dispute and/or litigation as follows:

3.1 In respect of (a), either X:

3.1.1 Has accepted the terms of an offer made under a Contractual Disclosure Facility (CDF) pursuant to the Code of Practice 9 (COP9) procedure⁸; or,

3.1.2 Has been charged with an offence of fraudulent evasion.

3.2 In respect of (b) to (e), once X has commenced the statutory appeal process by filing a Notice of Appeal and the appeal process is ongoing including where the appeal is stayed or listed behind a lead case (either formally or informally). NB Judicial reviews are not part of the statutory appeal process and no supplier would be excluded merely because they are applying for judicial review of an HMRC or HMT decision relating to tax or national insurance.

3.3 In respect of (b) to (e), during an HMRC enquiry, if it has been agreed between HMRC and X that there is a pause with the enquiry in order to await the outcome of related litigation.

3.4 In respect of (f) this condition is satisfied without any further steps being taken.

3.5 In respect of (g) the foreign equivalent to each of the corresponding steps set out above in (i) to (iii).

For the avoidance of doubt, any reference in this Annex 1 to any Law includes a reference to that Law as amended, extended, consolidated or reenacted from time to time including any implementing or successor legislation.

Annex 2 – Confidentiality Declaration

CONFIDENTIALITY DECLARATION

CONTRACT REFERENCE: SR983668494 ('the Agreement')

DECLARATION:

I solemnly declare that:

1. I am aware that the duty of confidentiality imposed by section 18 of the Commissioners for Revenue and Customs Act 2005 applies to Authority Data (as defined in the Agreement) that has been or will be provided to me in accordance with the Agreement.
2. I understand and acknowledge that under Section 19 of the Commissioners for Revenue and Customs Act 2005 it may be a criminal offence to disclose any Authority Data provided to me.

SIGNED:	
FULL NAME:	
POSITION:	Client Account Lead
COMPANY:	Accenture
DATE OF SIGNATURE:	04 July 2022