



## G-Cloud 13 Call-Off Contract

This Call-Off Contract for the G-Cloud 13 Framework Agreement (RM1557.13) includes:

### **G-Cloud 13 Call-Off Contract**

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## Part A: Order Form

Buyers must use this template order form as the basis for all Call-Off Contracts and must refrain from accepting a Supplier's prepopulated version unless it has been carefully checked against template drafting.

<b>Platform service ID number</b>	105620557865013
<b>Call-Off Contract reference</b>	TIS0644
<b>Call-Off Contract title</b>	The Provision of Services to Support the Cost Transparency Project
<b>Call-Off Contract description</b>	The Insolvency Service (INSS) wishes to work with a Supplier to deliver a programme of Cost Transparency activities across our IT estate, to provide rapid and meaningful insights in support of key business and IT decisions. This programme of work will provide INSS with clear visibility of where money is being spent and an understanding of why services costs what they do. The Cost Transparency programme of work will deliver the resource, technology and Supplier insights needed to start reducing the overall cost of IT, with a view to realising value optimisation.
<b>Start date</b>	8 <sup>th</sup> January 2024
<b>Expiry date</b>	7 <sup>th</sup> January 2026  With the Option to Extend for A Further 12 months until 7 <sup>th</sup> January 2027
<b>Call-Off Contract value</b>	Statements of Work (Work Orders) can be placed under this Contract up to a total value of  £2,000,000.00  in line with Schedule 2 Call-Off Contract Charges

<b>Charging method</b>	Monthly - Via submission of a valid invoice
<b>Purchase order number</b>	Issued after contract signed

This Order Form is issued under the G-Cloud 13 Framework Agreement (RM1557.13).

Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Services offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

<b>From the Buyer</b>	Insolvency Service 16th Floor, 1 Westfield Avenue Stratford London E20 1HZ United Kingdom
<b>To the Supplier</b>	Wavestone Advisors UK Limited 29-30 Cornhill, London EC3V 3NF Company number: 05896422
<b>Together the 'Parties'</b>	

### Principal contact details

**For the Buyer:**

Title: Commercial Business Manager

Name: **[Redacted]**

Email: **[Redacted]**

Phone: **[Redacted]**

**For the Supplier:**

Title: Director

Name: **[Redacted]**

Email: **[Redacted]**

Phone: **[Redacted]**

## Call-Off Contract term

<b>Start date</b>	This Call-Off Contract Starts on 8 <sup>th</sup> January and is valid for 24 months with an option for an extension of up to 12 months
<b>Ending (termination)</b>	<p>The notice period for the Supplier needed for Ending the Call-Off Contract and any subsequent statements of work is at least <b>90</b> Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of <b>30</b> days from the date of written notice for Ending without cause (as per clause 18.1) for the Call-Off Contract and any subsequent statements of work</p>
<b>Extension period</b>	<p>This Call-Off Contract can be extended by the Buyer for <b>one</b> period of up to <b>12 months</b>, by giving the Supplier 1 months written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p><a href="https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</a></p>

## Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

<b>G-Cloud Lot</b>	This Call-Off Contract is for the provision of Services Under: <ul style="list-style-type: none"> <li>Lot 3: Cloud support</li> </ul>
<b>G-Cloud Services required</b>	The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4
<b>Additional Services</b>	<b>Not Applicable</b>

<p><b>Location</b></p>	<p>The Services will be delivered to Insolvency Service with the registered address of:</p> <p>16th Floor, 1 Westfield Avenue, Stratford, London, E20 1HZ, United Kingdom</p> <p>The location of the Services will be carried out at the Supplier's Base Premises</p> <p>For the purposes of any face-to-face meetings, the Services will be delivered from the Supplier's premises to The Insolvency Service, Cannon House, 18 The Priory Queensway, Birmingham. This is the base location.</p> <p>INSS may require the Supplier to attend Insolvency Service Offices as agreed at times to conduct regular execution of the work package requirement, and / or attend meetings at various review levels throughout the duration of the Contract. If onsite presence is required, this will be managed in line with the policies and procedures in place at the time.</p> <p>If additional sites are required to be visited by the Supplier, details and locations will be confirmed by INSS and will be managed in line with the policies and procedures in place at the time.</p>
<p><b>Quality Standards</b></p>	<p>The quality standards required for this Call-Off Contract are stipulated in the G Cloud 13 Framework Agreement RM1557.13.</p> <p>In addition, the supplier shall also ensure all standards set out within Schedule 1 Services are fully met.</p>
<p><b>Technical Standards:</b></p>	<p>The technical standards required for this Call-Off Contract are stipulated in the G Cloud 13 Framework Agreement RM1557.13.</p> <p>The supplier shall also ensure all standards set out in the Buyer Schedule 1 - Services are fully met.</p>
<p><b>Service level agreement:</b></p>	<p>Not Used</p>
<p><b>Onboarding</b></p>	<p>Not Used</p>

<b>Offboarding</b>	Not Used						
<b>Collaboration agreement</b>	Not Used						
<b>Limit on Parties' liability</b>	<p>The annual total liability of either Party for all Property Defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The annual total liability for Buyer Data Defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The annual total liability for all other Defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p>						
<b>Insurance</b>	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"> <li>• a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract</li> <li>• professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)</li> <li>• employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law</li> </ul>						
<b>Buyer's responsibilities</b>	<p>The Buyer is responsible for the following as set out in Schedule 1 – Services and agreed with the Authority at mobilisation of delivery:</p> <table border="1"> <thead> <tr> <th>Role</th> <th>Responsibilities</th> </tr> </thead> <tbody> <tr> <td><b>IT Leads</b></td> <td> <ul style="list-style-type: none"> <li>▪ Provides insights into IT spend components.</li> <li>▪ Coordinates IT team</li> <li>▪ Works with transparency team to review &amp; validate allocation strategies.</li> <li>▪ Identifies and works towards migrating MI and cost insight tools (towards “single version of the truth”)</li> </ul> </td> </tr> <tr> <td><b>Finance Lead</b></td> <td> <ul style="list-style-type: none"> <li>▪ Provides access to financial data.</li> <li>▪ Works with transparency team to improve accounting processes to support transparency.</li> </ul> </td> </tr> </tbody> </table>	Role	Responsibilities	<b>IT Leads</b>	<ul style="list-style-type: none"> <li>▪ Provides insights into IT spend components.</li> <li>▪ Coordinates IT team</li> <li>▪ Works with transparency team to review &amp; validate allocation strategies.</li> <li>▪ Identifies and works towards migrating MI and cost insight tools (towards “single version of the truth”)</li> </ul>	<b>Finance Lead</b>	<ul style="list-style-type: none"> <li>▪ Provides access to financial data.</li> <li>▪ Works with transparency team to improve accounting processes to support transparency.</li> </ul>
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	<ul style="list-style-type: none"> <li>▪ Sponsors process change across finance team.</li> <li>▪ Promotes cost transparency as primary source of IT data</li> </ul>
<b>Business Directorate Representatives</b>	<ul style="list-style-type: none"> <li>▪ Provide business requirements.</li> <li>▪ Review and support recommended changes.</li> <li>▪ Provide access to stakeholders as needed to establish transparency and architecture objectives.</li> <li>▪ Review and comment on deliverables</li> </ul>
<b>Project Lead &amp; PMO</b>	<ul style="list-style-type: none"> <li>▪ Coordinates project planning, reporting and governance.</li> <li>▪ Provides access to INSS systems, data and stakeholders.</li> <li>▪ Provides quality reviews to deliverables.</li> <li>▪ Escalation points for issues</li> </ul>
<b>IT Finance team</b>	<ul style="list-style-type: none"> <li>▪ Provide financial data and insights.</li> <li>▪ Drill down &amp; understand costs.</li> <li>▪ Support allocation strategy and rulesets through knowledge of financial data</li> <li>▪ Contribute to and implement GL and process changes.</li> <li>▪ Data ownership</li> </ul>
<b>Service Managers</b>	<ul style="list-style-type: none"> <li>▪ Provide SME knowledge on service structure, component relationships, vendors, applications, etc.</li> <li>▪ Review service reports &amp; provide requirements for insights.</li> <li>▪ Data ownership</li> </ul>
<b>Commercial leads</b>	<ul style="list-style-type: none"> <li>▪ Provide SME knowledge on vendors and contracts.</li> <li>▪ Input to and review contract and vendor mgt proposals</li> <li>▪ Data ownership</li> </ul>
<b>Architecture Lead</b>	<ul style="list-style-type: none"> <li>▪ Work with architecture team to provide data, insights and drivers to existing and future approaches.</li> <li>▪ Review and test architecture TOM through real use case examples</li> </ul>
<b>Stakeholders</b>	<ul style="list-style-type: none"> <li>▪ Provide data.</li> <li>▪ Attend meetings and provide information, insights and ideas to the project teams.</li> <li>▪ Own data and drive data quality plans</li> </ul>
<b>Buyer's equipment</b>	The Buyer's equipment to be used with this Call-Off Contract includes:

	<p>(If required) any necessary system access and/or ICT equipment.</p> <p>Reason: To access any required reference material and data sources if the Supplier is unable to access from Supplier devices.</p> <p>Otherwise: The Supplier shall use their own equipment as necessary.</p> <p>Any Buyers equipment will be provided by the Insolvency Service and the Supplier will return at the end of the contract/requirement.</p>
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### Supplier's information

<b>Subcontractors or partners</b>	Not Applicable
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### Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

<b>Payment method</b>	<p>The payment method for this Call-Off Contract is BACS.</p> <p>All payments are subject to approval of the Buyer.</p> <p>Please refer to the Insolvency Service's No PO, No pay policy</p>
<b>Payment profile</b>	<p>The payment profile for this Call-Off Contract is monthly as per Schedule 2 – Call-Off Contract Charges and as per agreed statements of work in arrears.</p> <p>All payments are subject to approval of the Buyer.</p>

<p><b>Invoice details</b></p>	<p>The Supplier will issue electronic invoices upon final and full delivery of each of the deliverables/milestones.</p> <p>The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.</p> <p>Invoices must follow the Insolvency Service No PO No Pay Policy:</p> <p>The Authority has a No PO (Purchase Order) No PAY (Payment) policy.</p> <p>All Invoices must comply with the No PO No Pay Policy to be considered valid and be paid. A valid Supplier Invoice shall include the following:</p> <ul style="list-style-type: none"> <li>• Valid Authority Purchase Order Number;</li> <li>• Contract Reference Number;</li> <li>• Each Invoice must accurately map to the line items within the Purchase Order, i.e. Line Descriptions, Number of Units and Unit Price.</li> </ul> <p>The Authority may make reasonable changes to its invoicing requirements during the Term by providing 30 calendar days written notice to the Supplier.</p> <p>Please note that Payment Terms, notably lead times for payment of invoices, shall be directly tied to the No PO, No Pay Policy. Those without a valid PO number may be returned to the Supplier. In such cases, the lead time for payment of invoices shall not begin until a valid PO is received.</p>
<p><b>Who and where to send invoices to</b></p>	<p>Invoices shall be sent via email to: <b>[Redacted]</b></p>
<p><b>Invoice information required</b></p>	<p>Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs which shall match the Pricing Schedule. Each invoice shall also contain the Contract Title and Contract Reference number TIS0644 and a valid Purchase Order Number.</p>
<p><b>Invoice frequency</b></p>	<p>Invoices will be sent to the Buyer upon final and full delivery of each milestone deliverable, to be assessed as acceptable by the Buyer for each statement of work.</p>

<b>Call-Off Contract value</b>	The total value of this Call-Off Contract is up to £2,000,000.  Individual call-offs (statements of works) can be issued up to a total combined value of £2,000,000
<b>Call-Off Contract charges</b>	The breakdown of the Charges is <b>[Redacted]</b> (excl VAT) for the delivery of initial statements of works. Additional statements of work for Cost Optimisation activity as per Schedule 2 – Call-Off Charges of the Call-Off Contract

### Additional Buyer terms

<b>Performance of the Service and Deliverables</b>	This Call-Off Contract will include the delivery of all items included in Schedule 1 – Service of this Call-Off Contract
<b>Guarantee</b>	Not Used
<b>Warranties, representations</b>	Not Applicable
<b>Supplemental requirements in addition to the Call-Off terms</b>	Within the scope of the Call-Off Contract, the Supplier shall ensure that all supplier personnel and any subcontractors delivering the Services undertake a Baseline Personal Security Standard (BPSS)
<b>Alternative clauses</b>	Not Applicable
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms</b>	Not Applicable
<b>Personal Data and Data Subjects</b>	Not Applicable
<b>Intellectual Property</b>	Not Applicable

<b>Social Value</b>	Equal Opportunity & Wellbeing
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1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.13.

<b>Signed</b>	Supplier	Buyer
<b>Name</b>	[Redacted]	[Redacted]
<b>Title</b>	Partner - Wavestone	Interim Hd of Commercial
<b>Signature</b>		
<b>Date</b>		

- 2.2 The Buyer provided an Order Form for Services to the Supplier.

## Customer Benefits

For each Call-Off Contract please complete a customer benefits record, by following this link:

[G-Cloud 13 Customer Benefit Record](#)

## Part B: Terms and conditions

### 1. Call-Off Contract Start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 36 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to set the Term at more than 24 months.

### 2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:

- 2.3 (Warranties and representations)
- 4.1 to 4.6 (Liability)
- 4.10 to 4.11 (IR35)
- 10 (Force majeure)
- 5.3 (Continuing rights)
- 5.4 to 5.6 (Change of control)
- 5.7 (Fraud)
- 5.8 (Notice of fraud)
- 7 (Transparency and Audit)
- 8.3 (Order of precedence)
- 11 (Relationship)
- 14 (Entire agreement)
- 15 (Law and jurisdiction)
- 16 (Legislative change)
- 17 (Bribery and corruption)
- 18 (Freedom of Information Act)
- 19 (Promoting tax compliance)
- 20 (Official Secrets Act)
- 21 (Transfer and subcontracting)
- 23 (Complaints handling and resolution)
- 24 (Conflicts of interest and ethical walls)
- 25 (Publicity and branding)
- 26 (Equality and diversity)
- 28 (Data protection)
- 31 (Severability)
- 32 and 33 (Managing disputes and Mediation)
- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)
- 36 (Corporate Social Responsibility)

- paragraphs 1 to 10 of the Framework Agreement Schedule 3
- 2.2 The Framework Agreement provisions in clause 2.1 will be modified as follows:
- 2.2.1 a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'.
  - 2.2.2 a reference to 'CCS' or to 'CCS and/or the Buyer' will be a reference to 'the Buyer'.
  - 2.2.3 a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract
- 2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 7 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.
- 2.4 The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause 'XX', where 'XX' is the Framework Agreement clause number.
- 2.5 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.
3. Supply of services
- 3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier's Application.
- 3.2 The Supplier undertakes that each G-Cloud Service will meet the Buyer's acceptance criteria, as defined in the Order Form.
4. Supplier staff
- 4.1 The Supplier Staff must:
- 4.1.1 be appropriately experienced, qualified and trained to supply the Services.
  - 4.1.2 apply all due skill, care and diligence in faithfully performing those duties.
  - 4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer.
  - 4.1.4 respond to any enquiries about the Services as soon as reasonably possible.
  - 4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer.
- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.

- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

## 5. Due diligence

- 5.1 Both Parties agree that when entering into a Call-Off Contract they:
  - 5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party.
  - 5.1.2 are confident that they can fulfil their obligations according to the Call-Off Contract terms.
  - 5.1.3 have raised all due diligence questions before signing the Call-Off Contract
  - 5.1.4 have entered into the Call-Off Contract relying on their own due diligence.

## 6. Business continuity and disaster recovery

- 6.1 The Supplier will have a clear business continuity and disaster recovery plan in their Service Descriptions.
- 6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.
- 6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

## 7. Payment, VAT and Call-Off Contract charges

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract, it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.
- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoices under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.
- 7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

## 8. Recovery of sums due and right of set-off

- 8.1 If a Supplier owes money to the Buyer, the Buyer may deduct that sum from the Call-Off Contract Charges.

## 9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.

- 9.2 The Supplier will ensure that:

9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000.

9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit.

9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

9.2.4 all agents and professional consultants involved in the Services hold employers' liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

- 9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.

- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 evidence of payment of the latest premiums due

- 9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:

9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers.

9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances.

9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance.

9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.

9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.

9.8 The Supplier will be liable for the payment of any:

9.8.1 premiums, which it will pay promptly.

9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer.

## 10. Confidentiality

10.1 The Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under incorporated Framework Agreement clause 34. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

## 11. Intellectual Property Rights

11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights ("IPR"s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.

11.2 Neither Party shall have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.

11.3 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Buyer's or its relevant licensor's Buyer Data and related IPR solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that:

11.3.1 any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Framework Agreement clause 34 (Confidentiality); and

11.3.2 the Supplier shall not and shall procure that any relevant Sub-Contractor shall not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.

11.4 The Supplier grants to the Buyer the licence taken from its Supplier Terms which licence shall, as a minimum, grant the Buyer a non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Supplier's or its relevant

licensor's IPR solely to the extent necessary to access and use the Services in accordance with this Call-Off Contract.

11.5 Subject to the limitation in Clause 24.3, the Buyer shall:

11.5.1 defend the Supplier, its Affiliates and licensors from and against any third-party claim:  
(a) alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law;  
(b) alleging that the Buyer Data violates, infringes or misappropriates any rights of a third party;  
(c) arising from the Supplier's use of the Buyer Data in accordance with this Call-Off Contract; and

11.5.2 in addition to defending in accordance with Clause 11.5.1, the Buyer will pay the amount of Losses awarded in final judgment against the Supplier or the amount of any settlement agreed by the Buyer, provided that the Buyer's obligations under this Clause 11.5 shall not apply where and to the extent such Losses or third-party claim is caused by the Supplier's breach of this Contract.

11.6 The Supplier will, on written demand, fully indemnify the Buyer for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:

11.6.1 rights granted to the Buyer under this Call-Off Contract

11.6.2 Supplier's performance of the Services

11.6.3 use by the Buyer of the Services

20.2 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:

11.7.1 modify the relevant part of the Services without reducing its functionality or performance.

11.7.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer.

11.7.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer.

20.2 Clause 11.6 will not apply if the IPR Claim is from:

11.8.1 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract

11.8.2 other material provided by the Buyer necessary for the Services.

20.2 If the Supplier does not comply with this clause 11, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

## 12. Protection of information

12.1 The Supplier must:

12.1.1 comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data

12.1.2 only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body

12.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes.

12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:

12.2.1 providing the Buyer with full details of the complaint or request.

12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions.

12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)

12.2.4 providing the Buyer with any information requested by the Data Subject

12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.

## 13. Buyer data

13.1 The Supplier must not remove any proprietary notices in the Buyer Data.

13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.

13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.

- 13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.
- 13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
- 13.6.1 the principles in the Security Policy Framework:  
<https://www.gov.uk/government/publications/security-policy-framework>  
and the Government Security – Classification policy:  
<https://www.gov.uk/government/publications/government-security-classifications>
- 13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management: <https://www.npsa.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets: <https://www.npsa.gov.uk/protection-sensitive-information-and-assets>
- 13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance: <https://www.ncsc.gov.uk/collection/risk-management-collection>
- 13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:  
<https://www.gov.uk/government/publications/technologycode-of-practice/technology-code-of-practice>
- 13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:  
<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>
- 13.6.6 Buyer requirements in respect of AI ethical standards.
- 13.7 The Buyer will specify any security requirements for this project in the Order Form.
- 13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.

13.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

13.10 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

## 14. Standards and quality

14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.

14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at: <https://www.gov.uk/government/publications/technologycode-of-practice/technology-code-of-practice>

14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.

14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.

14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

## 15. Open source

15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.

15.2 If software needs to be converted before publication as open source, the Supplier must also provide the converted format unless otherwise agreed by the Buyer.

## 16. Security

16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security

Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.

16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.

- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:
- 16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided.
- 16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control.
- 16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.
- 16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:  
<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
- 16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

## 17. Guarantee

- 17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start date:
- 17.1.1 an executed Guarantee in the form at Schedule 5
- 17.1.2 a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee.

## 18. Ending the Call-Off Contract

- 18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.
- 18.2 The Parties agree that the:
- 18.2.1 Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided.
- 18.2.2 Call-Off Contract Charges paid during the notice period are reasonable compensation and cover all the Supplier's avoidable costs or Losses.

- 18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.
- 18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:
- 18.4.1 a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied.
- 18.4.2 any fraud
- 18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:
- 18.5.1 the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so.
- 18.5.2 an Insolvency Event of the other Party happens.
- 18.5.3 the other Party ceases or threatens to cease to carry on the whole or any material part of its business.
- 18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.
- 18.7 A Party who isn't relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.
19. Consequences of suspension, ending and expiry
- 19.1 If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.
- 19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the ordered G-Cloud Services until the dates set out in the notice.
- 19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.

19.4 Ending or expiry of this Call-Off Contract will not affect:

19.4.1 any rights, remedies or obligations accrued before its Ending or expiration.

19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry.

19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses

- 7 (Payment, VAT and Call-Off Contract charges)
- 8 (Recovery of sums due and right of set-off)
- 9 (Insurance)
- 10 (Confidentiality)
- 11 (Intellectual property rights)
- 12 (Protection of information)
- 13 (Buyer data)
- 19 (Consequences of suspension, ending and expiry)
- 24 (Liability); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability), 24 (Conflicts of interest and ethical walls), 35 (Waiver and cumulative remedies)

19.4.4 any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires.

19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:

19.5.1 return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it.

19.5.2 return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer.

19.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer.

19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law.

19.5.5 work with the Buyer on any ongoing work.

19.5.6 return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date

- 19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.
- 19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

## 20. Notices

- 20.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.
- Manner of delivery: email
  - Deemed time of delivery: 9am on the first Working Day after sending
  - Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message.
- 20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

## 21. Exit plan

- 21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.
- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30 month anniversary of the Start date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to take the Term beyond 36 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:

- 21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer.
- 21.6.2 there will be no adverse impact on service continuity.
- 21.6.3 there is no vendor lock-in to the Supplier's Service at exit.
- 21.6.4 it enables the Buyer to meet its obligations under the Technology Code of Practice
- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
  - 21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier.
  - 21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer.
  - 21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
  - 21.8.4 the testing and assurance strategy for exported Buyer Data
  - 21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations.
  - 21.8.6 any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition.
- 22. Handover to replacement supplier
  - 22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:
    - 22.1.1 data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control.
    - 22.1.2 other information reasonably requested by the Buyer.
  - 22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer

(including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.

- 22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

## 23. Force majeure

- 23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than 30 consecutive days, the other Party may End this Call-Off Contract with immediate effect by written notice.

## 24. Liability

- 24.1 Subject to incorporated Framework Agreement clauses 4.1 to 4.6, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract shall not exceed the greater of five hundred thousand pounds (£500,000) or one hundred and twenty-five per cent (125%) of the Charges paid and/or committed to be paid in that Year (or such greater sum (if any) as may be specified in the Order Form).

- 24.2 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Supplier's liability:

24.2.1 pursuant to the indemnities in Clauses 7, 10, 11 and 29 shall be unlimited; and

24.2.2 in respect of Losses arising from breach of the Data Protection Legislation shall be as set out in Framework Agreement clause 28.

- 24.3 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Buyers liability to Clause 11.5.2 shall in no event exceed in aggregate five million pounds (£5,000,000).

- 24.4 When calculating the Supplier's liability under Clause 24.1 any items specified in Clause 24.2 will not be taken into consideration.

## 25. Premises

- 25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.

- 25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.

- 25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.

- 25.4 This clause does not create a tenancy or exclusive right of occupation.

- 25.5 While on the Buyer's premises, the Supplier will:

25.5.1 comply with any security requirements at the premises and not do anything to weaken the security of the premises.

25.5.2 comply with Buyer requirements for the conduct of personnel.

25.5.3 comply with any health and safety measures implemented by the Buyer.

25.5.4 immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury.

25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

## 26. Equipment

26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.

26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.

26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

## 27. The Contracts (Rights of Third Parties) Act 1999

27.1 Except as specified in clause 29.8, a person who isn't Party to this Call-Off Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This does not affect any right or remedy of any person which exists or is available otherwise.

## 28. Environmental requirements

28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.

28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

## 29. The Employment Regulations (TUPE)

29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.

29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:

- 29.2.1 the activities they perform
- 29.2.2 age
- 29.2.3 start date
- 29.2.4 place of work
- 29.2.5 notice period
- 29.2.6 redundancy payment entitlement
- 29.2.7 salary, benefits and pension entitlements
- 29.2.8 employment status
- 29.2.9 identity of employer
- 29.2.10 working arrangements
- 29.2.11 outstanding liabilities
- 29.2.12 sickness absence
- 29.2.13 copies of all relevant employment contracts and related documents
- 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

29.3 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.

29.4 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.

29.5 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:

29.5.1 its failure to comply with the provisions of this clause.

29.5.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer

29.6 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.

29.7 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

### 30. Additional G-Cloud services

30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.

30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

### 31. Collaboration

31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.

31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:

31.2.1 work proactively and in good faith with each of the Buyer's contractors

31.2.2 co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

### 32. Variation process

32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.

32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.

32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation or End this Call-Off Contract by giving 30 days' notice to the Supplier.

### 33. Data Protection Legislation (GDPR)

33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clause 28 of the Framework Agreement is incorporated into this Call-Off Contract. For reference, the appropriate UK GDPR templates which are required to be completed in accordance with clause 28 are reproduced in this Call-Off Contract document at Schedule 7.

# Schedule 1: Services

## Service Definition:

[Cloud Management Optimisation advisory - Digital Marketplace](#)



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## Terms & Conditions:

The G-Cloud Framework and Call-Off Contract shall take precedence.

## Insolvency Service Statement of Requirements

### 1. PURPOSE

1.1 The Insolvency Service (INSS) wishes to work with a Supplier to deliver a programme of Cost Transparency activities across our IT estate, to provide rapid and meaningful insights in support of key business and IT decisions.

1.2 This programme of work will provide INSS with clear visibility of where money is being spent and an understanding of why services costs what they do. The Cost Transparency programme of work will deliver the resource, technology and Supplier insights needed to start reducing the overall cost of IT, with a view to realising value optimisation.

1.3 The Supplier will also conduct a review of the Agency's technical architecture function, to aid in the design of a new architecture function, including defining the capabilities and activities as well as the link to other capabilities both in CTS and across the wider organisation.

1.4 This design will ensure that there is the optimal mix of architects within the function to meet the INSS needs and that the roles and responsibilities are clear within the team and to the rest of the organisation.

### 2. BACKGROUND TO REQUIREMENT

2.1 The Insolvency Service (INSS) is a government agency that helps to deliver economic confidence by supporting those in financial distress, tackling financial wrongdoing and maximising returns to creditors.

2.2 INSS is an executive agency, sponsored by the Department for Business and Trade (DBT).

INSS responsibilities include:

- administering bankruptcies and debt relief orders
- looking into the affairs of companies in liquidation, making reports of any director misconduct
- investigating trading companies and take action to wind them up and/or disqualify the directors if there is evidence of misconduct.
- acting as trustee/liquidator where no private sector insolvency practitioner is in place.

- issuing redundancy payments from the National Insurance Fund
- working to disqualify unfit directors in all corporate failures.
- dealing with bankruptcy and debt relief restrictions orders and undertakings
- acting as an impartial source of information for the public on insolvency and redundancy matters
- advising DBT ministers and other government departments and agencies on insolvency and redundancy related issues.

2.3 investigating and prosecuting breaches of company and insolvency legislation and other criminal offences on behalf of DBT

2.4 Change Technology Services (CTS) directorate brings together all INSS’s digital and change capability together in one place.

2.5 CTS is a newly formed directorate and is currently going through an organisation re-design to drive better delivery of Change and IT services to the directorates, better clarity around IT services and responsibilities and better alignment to business needs.

2.6 INSS has disaggregated its IT services into a Service Integration and Management (SIAM) or tower model. The SIAM Ecosystem collectively provides an integrated service to the Authority and its users by means of various Service Providers delivering components of the end-to-end service that meets business requirements. The impact of adopting the SIAM approach is that the traditional activities performed by an in-house IT Department have changed and operational responsibilities have been outsourced to circa twenty Service Providers, with the internal IT capabilities focussed in the main on governance and management of these service providers.

2.7 The services delivered to the Authority by the SIAM Lead Service Provider, include:

- Management of all disaggregated IT Service Provider organisations and provided services.
- Provision of a Service Desk to support End Users
- Management and support of all Authority End User Devices
- Management and support of the Authorities Office 365 tenant
- Responsibility for End User software and hardware asset management and compliance reporting, and the collation of overall reporting of these items across the SIAM Ecosystem.

2.8 CTS has an internal Service Provider (Digital Services) that delivers an operational service for supporting a selection of INSS services. This includes the majority of Digital Customer Facing Websites.

2.9 For an overview diagram of the CTS structure, and our vision and purpose please see Annex 1

**Definitions**

Expression or Acronym	Definition
CTS	Change and Technology Services
DBT	Department for Business and Trade
DDAT	<a href="#">Digital, Data and Technology Profession Capability Framework</a>

IT	Information Technology
INSS	The Insolvency Service
RACI	A Stakeholder Management Chart
SFIA	<a href="#">The global skills and competency framework for the digital world</a>
SIAM	Service Integration and Management

### 3. SCOPE OF REQUIREMENT

3.1 In November 2022 the Agency engaged the services of a 3<sup>rd</sup> party Supplier to perform a consultancy exercise, with the scope and requirement to provide a detailed analysis of the existing agency spend across all technology services within INSS.

3.2 The Supplier completed a discovery analysis, a high-level benchmarking of the total costs, and a high-level review of INSS IT based contracts.

3.3 In February 2022 the Supplier provided a report which included a review of the Cost model, Operational model and Organisational Design, a high level review of vendors and recommendations where there may be variations in spend, and recommendations regarding transparency and the granularity of the allocation of costs within the Agency.

3.4 The report included high-level benchmarking which showed that INSS's spend on IT is far above average for the type of organisation, when measured against the total operating budget.

3.5 The report also included immediate optimisation opportunities which could provide INSS with financial savings/benefits potentially up to the value of £800k.

3.6 To this end, a project workstream has been enabled within the Agency's Financial Sustainability Project to review, validate and implement the recommendations and benefits agreed within the report.

3.7 The Agency wishes to work with a Supplier to develop and implement the recommendations from the report, and to deliver a programme of Cost Transparency activities. The Supplier, working jointly with INSS, will provide a factual narrative around the value and impact of technology spend on the Agency's ability to deliver its goals/objectives. They will identify and document the information needed to provide cost transparency, help to source required information to support cost transparency if it does not already exist, analyse the data and identify and support to embed changes to processes and practices within INSS that could result in cost optimisation opportunities.

3.8 There are three key areas of cost transparency activities required:

- Financial Transparency
- Contracts Transparency
- Applications Transparency

3.9 Cost transparency activity will also identify and deliver elements of cost optimisation during the programme, delivering quick wins as well as identifying further long term opportunities for cost optimisation opportunities.

3.10 Having completed most of the organisational design work for the new CTS directorate we are now, as planned, turning out attention to the Architecture function for the Agency. We are taking a back to first principles approach to this as we need to ensure we put the right arrangements in place for the Agency given where it is in terms of change and technology delivery as well as its ambitions for the future.

3.11 CTS is a newly formed directorate and is currently going through an organisation re-design to drive better delivery of Change and IT services to the directorates, better clarity around IT services and responsibilities and better alignment to business needs. One key element of this re-design is the architecture team which oversees the delivery of architecture capabilities to the project teams, as well as overseeing strategic technology direction for the CTS function and INSS overall. This team is led by two lead architects: the Head of Enterprise Architecture and the Head of Enterprise Applications and has 3 full time architect posts (including the two Heads), as well as overseeing the work of technical architects aligned to the ongoing technology projects. In the new structure, provision has been made for 3 architect roles however, the responsibilities associated with these and the overall direction of the architecture function has not been agreed.

3.12 INSS is therefore looking for experienced, expert resource(s) to aid in the design of the new architecture function, including defining the capabilities and activities required of the function, as well as the link to other capabilities both in CTS and across the wider organisation. This design will need to ensure that there is the optimal mix of architects within the function to meet the INSS needs and that the roles and responsibilities are clear within the team and to the rest of the organisation.

3.13 The Agency's requirements are separated into three phases of requirements; Cost Transparency and Contracts Optimisation. The Cost Transparency and Applications Transparency requirement will be delivered within the scope of this initial statement of requirements under the contract with an option to undertake the Cost Optimisation requirement, to be confirmed and requested by INSS following completion of Cost Transparency.

#### **4. THE REQUIREMENT**

4.1 The Financial Sustainability Project and CTS is required to measure, optimise and communicate the value that IT provides to the wider organisation.

4.2 INSS requirement is for the Supplier to work alongside INSS resource, embedded into the Cost Transparency and Optimisation Project team, to improve the transparency of IT costs and related drivers as a basis for driving value. By:

- Building transparency of internal and external IT costs
- Determining the real cost of IT and why it costs what it does.
- Using available public sector benchmarks to compare/contrast the spend across key services, with emphasis on comparing INSS spend with similar size government/public sector organisations.
- Assessing individual Supplier contracts and spend to improve transparency of external spend and to identify opportunities to reduce external spend where this seems high vs external benchmarks.
- Identifying and assessing other cost savings opportunities to improve the value of IT to the business.
- Embedding an approach to ongoing management and visibility of IT's value to the business
- Defining the approach to enable the IT organisation to better manage cost and value in the long term.
- Ensuring optimal value of IT spend

- Identifying areas of reducing and optimising technology run spend and project spend, which will allow the Agency to make better choices about spending on value adding change.
- Confirm the current structure of the (extended) architecture team including current responsibilities and activities.
- Work with stakeholders to understand how the current architecture activities influence technology direction and decisions.
- Identify key relationships between the architecture team and other teams within CTS and the wider business and the architecture support required.
- Review current architecture models, technology strategy, technology roadmap, technology estate and supplier landscape.
- Review the information collected to develop a clear view on the current state and to identify an initial set of change options for the architecture capability. This will cover architecture offerings, org design and skills, alignment with other CTS and wider teams, sourcing, tools, governance, processes and alignment with government functional and professional standards.
- Understand the business demand that will drive the suitability of these options, including external factors such as services provided by Department for Business and Trade, other government bodies, and external services.
- Produce Options and Recommendation. Assess the suitability of the different options identified, based on factors including ease of implementation, likely cost and timescales, impact on the business, alignment with existing CTS change plans and impact on the existing team.
- Identification of recommendations based on the objective options assessment and analysis of information received. Identification of gaps between current state and recommended outcomes.
- Produce delivery roadmap: Development of a high-level, prioritised roadmap to address any identified gaps and to implement the recommended changes over an achievable timeframe.
- Produce a final report: Collate all of the information and recommendations into a concise report, suitable for executive presentation to secure support.

## **5. OUTCOME AND DELIVERABLES**

5.1 At the outcome of this Cost Transparency activity, the Supplier will provide documentation for each area of scope, which will cover approach taken and findings. This will include a list of applications and services with their costs, and a breakdown of General Ledger codes and/account information.

5.2 The Supplier will also provide a report of their findings. The report should be in plain English and easy for a non-technical audience to understand, and contain both an executive summary of findings, the approach taken, detailed analysis and points to clear findings, actions and recommendations for activities for the Cost Optimisation requirement.

5.3 The expected outcomes from this first phase of the programme, to be delivered by the Supplier are:

5.3.1 Documented clarity on the IT costs for each Service delivered by INSS by identifying service components, resource effort and 3<sup>rd</sup> party spend associated with each Service. Please see Annex 3 for a list of INSS Services.

5.3.2 Assistance and guidance to update accounting and financial processes linked to technology spend to support ongoing transparency.

5.3.3 Support to implement effective contract, performance, and relationship management.

5.3.4 Support around discussions with the executive team and directorates to agree Service and application cost allocation (to support transparency and some regulatory requirements, which will be provided to the Supplier)

5.3.5 A factual report providing clarity on any further activities needed by INSS to further increase transparency and / or to embed cost transparency processes.

5.3.6 A factual report which includes assessment of the suitability of the different options identified, based on factors including ease of implementation, likely cost and timescales, impact on the business, alignment with existing CTS change plans and impact on the existing team. Identification of recommendations based on the objective options assessment and analysis of information received. Identification of gaps between current state and recommended outcomes.

5.3.7 Documented analysis of the current state with an initial set of change options for the architecture capability. This will cover architecture offerings, org design and skills, alignment with other CTS and wider teams, sourcing, tools, governance, processes and alignment with government functional and professional standards and will include;

- Architecture function Terms of Reference
- Architecture function RACI
- Architecture org design
- Architecture team role descriptions and competency profiles, including reference to DDAT and SFIA capability frameworks and Functional Standards
- Architecture engagement model (across INSS including CTS)
- Architecture governance model and performance indicators

5.3.8 Architecture resourcing and sourcing recommendations (e.g., architecture as a service, horizon scanning, technology strategy)

5.3.9 A high-level, prioritised roadmap to address any identified gaps in architecture and to implement the recommended changes over an achievable timeframe. including communication plan

5.10. The Supplier will:

- embed into the Project team, working alongside INSS.
- ensure that all Supplier Personnel possess the qualifications, experience, and competence appropriate to the tasks for which they are employed.
- ensure that all Supplier Personnel adhere and comply with INSS' safety and confidentiality requirements.

- ensure that all Supplier Personnel supplying the Services shall act in a responsible and professional manner and shall provide and maintain the Product Range with all due skill, care, and diligence.
- All Supplier Personnel will sign and complete a Non-Disclosure Agreement prior to commencement of activities and manage and handle the Insolvency Services data in line with INSS Security Policies.

5.11. The following activities are excluded from delivery of the requirements:

- Completion of requirements one and two will not require any contract or Supplier negotiation which will sit outside of the scope of this requirement.

INSS supports and adheres to the following legal requirements which it expects the Supplier to adhere to while delivering the scope of requirements:

- The Supplier must comply with UK General Data Protection Regulations
- The Supplier must comply with the Electronic Communications Act 2000
- The Supplier must comply with the Regulations of Investigatory Powers Act 2000
- The Supplier must comply with The Terrorism Act 2006
- The Supplier must comply with The Police and Criminal Evidence Act 1984
- The Supplier must comply with The Computer Misuse Act 1990
- The Supplier must comply with The Public Records Act 1958
- The Supplier must comply with The Official Secrets Act 1989
- The Supplier must comply with The Freedom of Information Act 2000
- The Supplier must comply with the EU Network and Information Security directive and regulations 2016.
- The Supplier must comply with any applicable code of practice produced by ombudspersons, such as the Parliamentary and Health Services (PHSO) or Information Commissioner (ICO)

## **6. COST OPTIMISATION REQUIREMENTS**

6.1 Requirements under Phase Two, cost Optimisation are yet to be determined and INSS is not committing to any work being requested under this Phase.

6.2 INSS requires the Supplier to be able to respond to requests throughout the Contract to review and submit proposals to Cost Optimisation activity.

6.3 Phase Two, Cost Optimisation requirements will be agreed and requested to be delivered by the Supplier via Requests for Proposal (RFP), a copy of the RFP is held at Annex 4

6.4 The Supplier will be required to submit responses (Proposals) to these RFPs within a minimum of 5 working days and no more than 10 working days.

6.5 These Proposals will then be reviewed by INSS and if any clarifications sought if required. If accepted INSS will issue additional Call-Off's via contract variations for signature to the Supplier for acceptance and delivery

6.6 Requests for Proposal are not confirmations of work, only signed contract variations containing a proposal response signed by both parties will be considered pieces of work.

6.6 All Proposals will need to be priced in line with the Framework RM1557.13 (G-Cloud 13) Framework values (Rate Cards).

**7. KEY MILESTONES**

7.1. The Supplier should note the following project milestones that INSS will measure the quality of delivery against. The Timeframe for these milestones will be agreed with the Supplier but suggested timeframe is included.

Milestone	Description and Key Criteria	Timeframe	Payment Milestone
1	<p><b>Engagement with the Authority, Supplier Account Management Team to mobilise requirements.</b></p> <p>The Supplier shall attend a 'kick-off' meeting which shall include members of the Authority, Supplier Account Management Team and any other required stakeholders.</p> <p>This meeting will agree the approach and scope of the work, including confirmation of data sources and stakeholders.</p>		To be confirmed
2	Mobilisation - Detail to be confirmed.	Within 1 week of Contract Signature (to be confirmed)	To be confirmed
3	Embedding of Supplier into Project team	Within 2 weeks of Contract Signature (to be confirmed)	To be confirmed
4	<p><b>Delivery of documented clarity on the IT costs for each Service delivered by INSS.</b></p> <p>Identifying service components, resource effort and 3rd party spend associated with each Service. Please see Annex 3 for a list of INSS Services.</p>	To be confirmed	To be confirmed
5	<p><b>Updating of accounting and financial processes linked to technology spend</b></p>	To be confirmed	To be confirmed
6	<p><b>Go live for full contract, performance, and relationship management</b></p>	To be confirmed	To be confirmed
7	<p><b>Delivery of report providing clarity on any further activities needed by INSS to further increase transparency and / or to embed cost transparency processes.</b></p>	To be confirmed	To be confirmed
8	<p><b>Documented analysis of the current state with an initial set of change options for the architecture capability.</b></p>	To be confirmed	To be confirmed

	This will cover architecture offerings, org design and skills, alignment with other CTS and wider teams, sourcing, tools, governance, processes and alignment with government functional and professional standards.		
9	<b>A high-level, prioritised roadmap to address any identified gaps in architecture and to implement the recommended changes over an achievable timeframe.</b> <b>Architecture roadmap, including communication plan.</b>		To be confirmed
10	<b>A factual report on architecture.</b> Including an assessment of the suitability of the different options identified, based on factors including ease of implementation, likely cost and timescales, impact on the business, alignment with existing CTS change plans and impact on the existing team. Identification of recommendations based on the objective options assessment and analysis of information received. Identification of gaps between current state and recommended outcomes Will also include: <ul style="list-style-type: none"> <li>• Architecture function Terms of Reference</li> <li>• Architecture function RACI</li> <li>• Architecture org design</li> <li>• Architecture team role descriptions and competency profiles, including reference to DDAT and SFIA capability frameworks.</li> <li>• Architecture engagement model (across INSS including CTS)</li> <li>• Architecture governance model and performance indicators</li> <li>• Architecture sourcing recommendations (e.g., architecture as a service, horizon scanning, technology strategy)</li> </ul> .		To be confirmed
11	<b>The Service Provider shall engage with the Authority on a regular basis (to be agreed during the 'kick-off' meeting) to provide an update on progress.</b> The Supplier shall provide informative briefs to the Authority on a basis which is agreed between the Parties, subject to the Authority's satisfaction.	As required until review and documentation has been completed.	Not Applicable

## 8. INSS RESPONSIBILITIES

8.1. INSS will provide the Supplier with access to any necessary documentation and support for any data gathering and ongoing requirements in order to understand and provide Cost transparency and any potential Cost Optimisation opportunities.

8.2. Provide the Supplier with a named point of contact within INSS's Change and Technology Services and Financial Sustainability Project Teams.

8.3. To support delivery, the Agency will provide the following:

- Access to cost data (budget, actuals, forecast, project, fixed asset) – within IT cost centres and were incurred in non-IT areas.
- Performance, volumetric and architectural data to support insights.
- Contract details and Supplier reports
- Details of service and applications information
- Data ownership and accountability (stakeholder details)
- Access to identified relevant key stakeholder to help with understanding and for engagement purposes.
- Details on existing teams to support with understanding how INSS and CTS operate.
- On site access (where required) to work with INSS
- And any other requests for information that maybe required as part of delivery.

8.4. INSS will be responsible for submitting Requests for Proposal throughout the life of the contract to support with undertaking any activities aligned to Phase 2.

## **9. CONTRACT AND SERVICE MANAGEMENT**

9.1. The Supplier shall agree the level of engagement and frequency with INSS within one (1) week of the Contract signature.

9.2. The Supplier shall maintain open channels of communication with the Authority to resolve issues, share lessons learned and present new ways of working during the agreed review meetings.

## **10. REPORTING**

10.1 The Supplier shall provide reports and input into internal reporting mechanisms as used by INSS, and relevant documents on a regular (agreed schedule basis) providing updates on progress, successes and any issues / blockers requiring intervention, time and resources spent and anticipated for the next period based on the findings of the review, together with any options, approaches, and implementation plan as jointly agreed during initial mobilisation stage (see Milestone Req1.1).

## **11. CONTRACT DURATION**

11.1. The contract is for an initial period of 12 months with provision to extend by up to 12 months.

## **12. CONTINUOUS IMPROVEMENT**

12.1. The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

12.2. The Supplier should present new ways of working to the Authority during Contract review meetings.

12.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

## **13. ENVIRONMENT AND SUSTAINABILITY**

13.1. As well as the requirements set out below, the Supplier shall comply with any relevant requirements identified by the Authority for environment and sustainability.

13.2. The Supplier will (where applicable):

- The Supplier shall comply with Government Buying Standards.
- The Supplier shall complete annual Corporate Social Responsibility (CSR) assessments.
- Devices shall meet Energy Star Rating and Article 6 of the Energy Efficiency Directive (EED) Standards.
- The Supplier shall comply and operate to the standard ISO 14001; Eco-Management and Audit Scheme (EMAS) or a nationally recognised agreed equivalent accredited standard for the scope of the Product Range
- The Supplier shall comply with the Insolvency Services' Environmental
- The Supplier shall ensure that all Electric and Electronic Equipment (EEE) provided in association with the delivery of the Product Range, is compliant with Restriction of Hazardous Substances (RoHs), Regulations and WEEE Regulations, where appropriate, including Producer Compliance Scheme registration.
- The Supplier shall work co-operatively and provide assistance to Contracting Authorities to support the Government's Agenda to meet the Greening Government Commitments (GGC), including associated reporting requirements.
- The Supplier shall be responsible for the collection and disposal of all packaging, materials and redundant or replacement spare parts in accordance with WEEE Regulations

#### **14. QUALITY**

14.1 The Supplier shall at all times comply with the quality standards described within the Framework (RM1557.13) and the Call Off Contract.

#### **15. STAFF AND CUSTOMER SERVICE**

15.1. The Authority requires the Potential Provider to provide a sufficient level of resource throughout the duration of the Cost Optimisation Contract in order to consistently deliver a quality service to all Parties.

15.2 Potential Provider's staff assigned to this Contract shall have the relevant qualifications and experience to deliver the Contract. CVs will be provided to demonstrate capability in similar activities specifically, IT, Finance Commercial and benchmarking experience.

15.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

#### **16. SERVICE LEVELS AND PERFORMANCE**

16.1. INSS will measure the quality of the Supplier's delivery by:

- Completion of the milestones set out at 6.1 and to be agreed during mobilisation.

16.2. INSS may seek remedies for poor Supplier performance. If the Supplier fails to perform in a manner that is satisfactory to INSS. INSS may take one or more of the following actions:

- INSS requires that the Supplier develop and submit a corrective action plan to improve poor performance. This plan shall be reviewed and approved by INSS.
- INSS shall have the right to terminate the Contract with or without cause as INSS determines appropriate.

#### **1. SECURITY REQUIREMENTS**

17.1 The Insolvency Service requires that any personnel engaged by them to work in their offices or on their systems, comply with the Baseline Personnel Security Standard (BPSS) before they take up their post.

## **18. INTELLECTUAL PROPERTY RIGHTS (IPR)**

The Authority shall retain ownership of any and all IPR associated with the Contract.

## **19. LOCATION**

19.1. The location of the Services will be carried out at the Supplier's Base Premises

19.2. For the purposes of any face-to-face meetings, the Services will be delivered from the Supplier's premises to The Insolvency Service, Cannon House, 18 The Priory Queensway, Birmingham. This is the base location.

19.3. INSS may require the Supplier to attend Insolvency Service Offices as agreed at times to conduct regular execution of the work package requirement, and / or attend meetings at various review levels throughout the duration of the Contract. If onsite presence is required, this will be managed in line with the policies and procedures in place at the time.

19.4. If additional sites are required to be visited by the Supplier, details and locations will be confirmed by INSS and will be managed in line with the policies and procedures in place at the time.

# ANNEX ONE CTS VISION AND PURPOSE

## Our Vision

To deliver seamless, responsive and flexible services, enabling a fantastic customer and user experience.

## Our Purpose

We deliver cost effective solutions with, and for the benefit of, our people and customers. We own and direct the change and technology landscape, creating the capability and capacity to run, grow and transform our agency.

## Our functions:

### Digital Leadership

Inform and drive organisational change and digital innovation, leading to a secure, cost effective, future-facing and digital-first agency.

Led by **[Redacted]**, Chief Technology Officer

This includes the Cyber Security and Information Governance, Digital and Innovation and Service Architecture teams.

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### Transformation

Strong and effective leadership and delivery of the Agency's Transformation portfolio to modernise and transform the way we deliver our business demonstrating value for money and business benefits.

Led by:

- **[Redacted]**, Assistant Director of Transformation
- **[Redacted]**, Assistant Director of Transformation

This includes the Change Delivery, Business Analysts, Portfolio Management Office and Business Change Managers teams.

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### IT Service Delivery

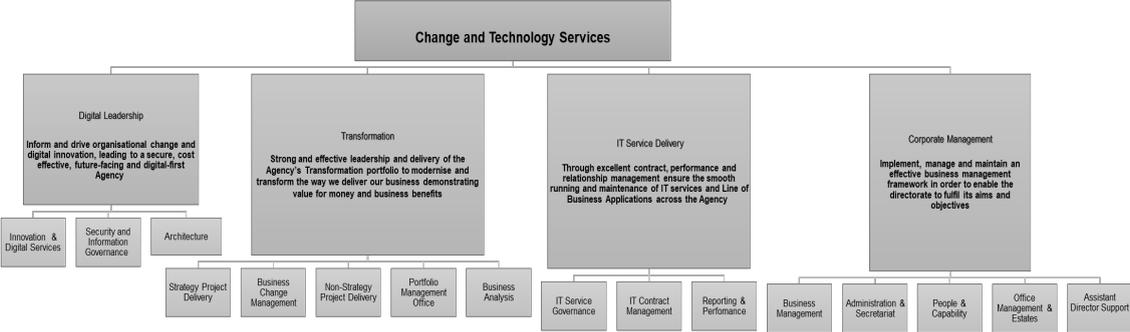
Through excellent contract, performance and relationship management ensure the smooth running and maintenance of IT services and Line of Business Applications across the agency.

Led by **[Redacted]**, Assistant Director of IT Service Delivery

This includes the IT Service Governance and Change and Technology Contract Management teams.

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DTS Directorate Structure:



## **ANNEX TWO STRATEGY**

### **The Insolvency Service Strategy 2021 – 2026**

Please click on the following link to be taken to the strategy held on the INSS Internet Page:

[The Insolvency Service Strategy 2021 - 2026](#)

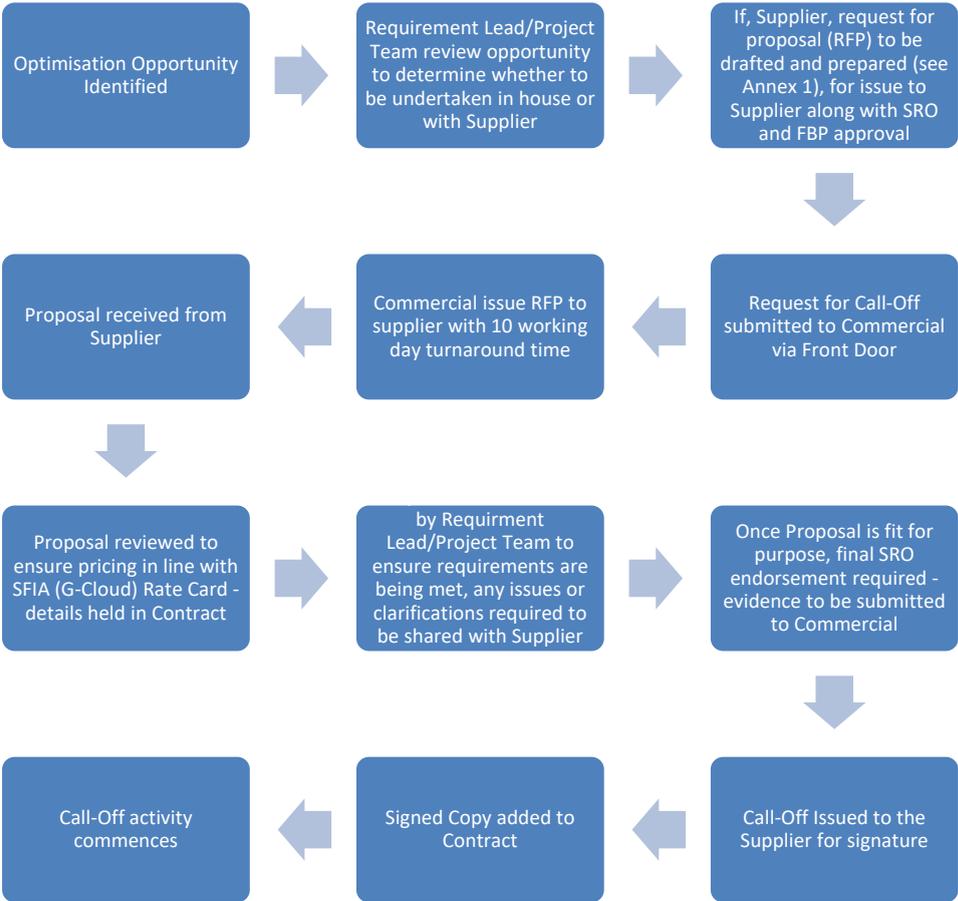
## ANNEX 3 INSS SERVICES

<b>Official Receiver</b>	
Individual and Corporate Debt Relief	Administration of Bankruptcy & Liquidation Services for individuals and companies seeking relief from problem debt
Trustee & Liquidator Function	Provision and or operation of a trustee / liquidator function to realise assets in assets and pay a dividend for the benefit of creditors in a bankruptcy and company liquidation
SOS Functions	Acting on behalf of the SoS to ensure citizens (creditors) can nominate their preferred trustee/liquidator; and  Overseeing the applications of bodies to act as a Competent Authority for the DRO regime
Adjudicator admin and application services	Public facing digital service to submit applications for bankruptcy and payments for bankruptcy
Debt Relief Orders	Automated assessment of DRO applications against set criteria to drive process efficiency Public facing digital service to enable money advisors to submit DRO application and payment for same
Breathing Space	Registration of Standard Breathing Spaces and Mental Health Crisis Breathing Spaces - digital service on behalf money advisors and creditors
Estate Accounts Service	Finance systems and process that works alongside ISCIS to support the white paper accounts.
Redundancy Payments Service	Issuing redundancy payments from the National Insurance Fund
Customer Contact Service	Agency first line telephony and email contacts
<b>IES</b>	
All Investigative Services	Insolvent Investigation
	Live Investigation
	Crime Investigation
	Compliance & targeting
	Intelligence
	Financial Investigation
	Forensic Services

# ANNEX 4 REQUEST FOR PROPOSAL PROCESS

## TIS0644 Call-Off Process for Cost Optimisation Work

1. This process is to be used for any Call-Off work requested under TIS0644 and provides guidance on the steps and approvals required for any activity to be undertaken.
2. All requests to use the call-off process must be undertaken via Insolvency Service Commercial team and will require submission of a request through the Insolvency Service's Commercial Front Door (Internal Process)
3. Necessary approvals must be provided in the Front Door submission including SRO and Finance Business Partner (FBP) Approval and completion of Appendix 1 Request for Proposal (RFP) to be prepared for Commercial to issue.
4. Each Call-Off (Appendix 1) will be agreed with the supplier, signed and added to the contract record.
5. Call-Off's can be awarded up until the expiry date of the contract TIS0644.
6. The process to follow is detailed below:



## **Appendix 1 – TIS0644 Request for Proposal (RFP)**

### **Notes For Completion**

1. This form is to be used to engage the Supplier under TIS0644 to detail requests for Call-Off work.
2. This form will provide the Supplier with details of INSS requirements to which the Supplier is required to provide a Proposal setting out how they propose to meet the requirements including details on costs for the activity in line with the pricing schedule held in the Contract (TIS0644).
3. This form is to be completed by the Requirement Lead/Project Team and forwarded to Commercial via the Commercial Front Door process for engagement with the Supplier.
4. This form is not to be used for directly engaging the Supplier.
5. The Supplier must be given a minimum of 5 working days to respond and a maximum of 10 working days.
6. The RFP form is held on the next page.

**To Supplier**

**Please find below a Request for Proposal (RFP) in line with the process set out under contract TIS0644, please can you:**

- Review the request.
- Provide a response to the RFP setting out.
  - o Your understanding of the request.
  - o How you will meet the requirements including.
    - The requested delivery timeline
    - Time required to deliver.
    - Resources to use.
    - Pricing details aligned to the Pricing Schedule held in TIS0644.
- Should you require any clarification on the request or a longer response time, please notify INSS as soon as possible.

**1. Request for Proposal Summary Details [Requirement Lead/Project Team to Complete]**

<b>Proposal Title</b>	
<b>Proposal Request Raised By</b>	<b>Date Proposal Requested</b>
<b>Email</b>	<b>RFP Response Required By</b> Within [Insert Days] working days
<b>Contact Number</b>	<b>Delivery of work Required By</b> Insert Need by Date]

**2. Proposal Details**

<b>Description of Re-quirements</b>	[Insert description of what this requirement is aiming to achieve, what needs to be considered and why]
<b>Description of Sup-plier Delivera-bles/Milestones</b>	[Set out the key steps and actions as understood that the supplier needs to deliver]
<b>Potential Risks and Other Considera-tions</b>	[Set out any risks with delivery as understood that need to be considered, any dependencies or additional activities]
<b>INSS Obligations</b>	[What will INSS provide to support with this requirement]
<b>Supplier Obligations</b>	[Set out what the Supplier must achieve and will be required to meet including reporting obligations]
<b>Further details on Work Required By</b>	[Provide detail on the need by date including any supplementary delivery dates required to be met]

# Suppliers Proposal:

1. The supplier responded on the 23<sup>rd</sup> November 2023

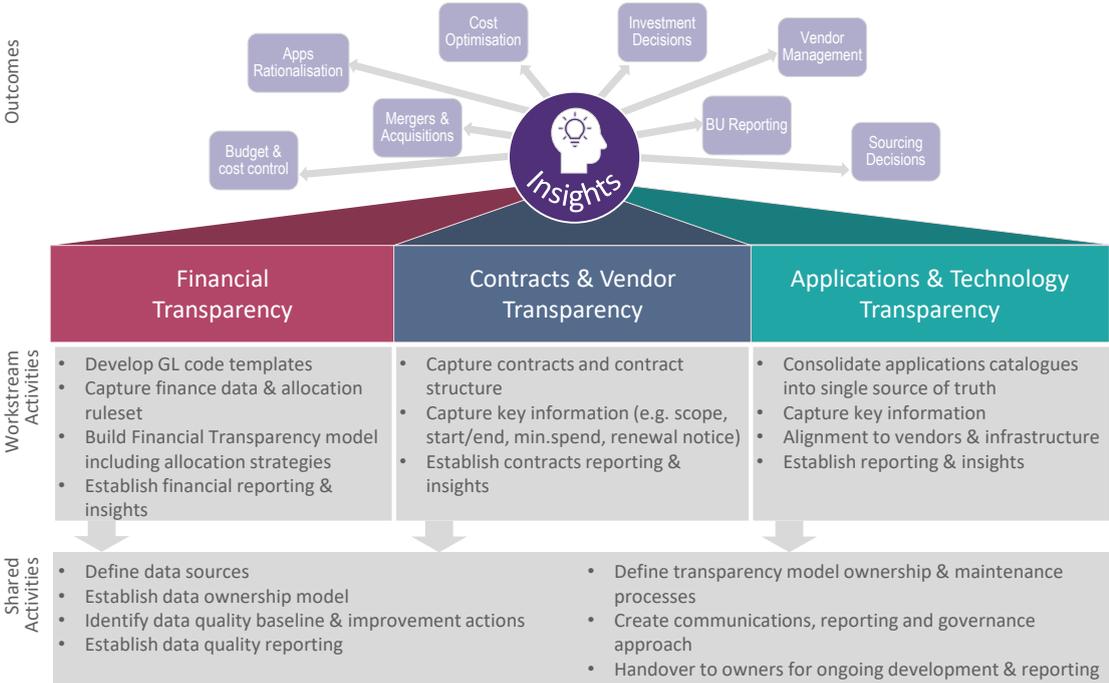


- 2. Information provided is subject to agreement and confirmation via mobilisation.
- 3. Dates for delivery are subject to change.
- 4. The Suppliers proposal includes:

## 1 Approach for Cost Transparency

### 1.1 Overarching Approach

Our overall approach is based on the three core lenses of transparency required by INSS that will provide the required insights and outcomes for INSS’ IT and Business Teams. These are:



The streams of this approach are set out in more detail below.

#### 1.1.1 Financial Transparency Stream

<b>Purpose</b>	<ul style="list-style-type: none"> <li>To establish ongoing visibility and insights into the costs of delivering technology services in INSS.</li> </ul>
<b>Activities</b>	<ul style="list-style-type: none"> <li>Define cost transparency model (data sources, allocation strategies, service models)</li> <li>Develop detailed set of GL codes to cover DTS costs at an appropriate level of detail.</li> </ul>

	<ul style="list-style-type: none"> <li>▪ Work with finance to plan implementation of updated GL codes, including integration with other reporting</li> <li>▪ Capture data sources and implement allocation model</li> <li>▪ Review finance data to identify any inconsistencies across tools and databases</li> <li>▪ Address inconsistencies and harmonise reporting where possible</li> <li>▪ Draft cost transparency/ownership matrix</li> <li>▪ Agree and implement ownership matrix</li> </ul>
<b>Milestones</b>	<ul style="list-style-type: none"> <li>▪ M4 – IT Cost transparency for each INSS Service</li> <li>▪ M5 – Updating financial &amp; accounting processes to support IT transparency</li> </ul>
<b>Dependencies</b>	<ul style="list-style-type: none"> <li>▪ INSS licensing for transparency model tooling (assumption is Excel and PowerBI – to be confirmed in mobilisation)</li> <li>▪ Availability of data from INSS – finance and operational data to support allocation methodology, labor cost breakdowns, relationships between objects (e.g. vendor to service)</li> <li>▪ Ability of INSS finance to discuss and implement changes in GL standards</li> </ul>

\* See Section 4.1.2 for more details on milestones and timescales

### 1.1.2 Contracts Transparency Stream

<b>Purpose</b>	<ul style="list-style-type: none"> <li>▪ To establish ongoing visibility and insights into IT contracts, to enable future optimisation and support efficient ongoing management of vendors.</li> </ul>
<b>Activities</b>	<ul style="list-style-type: none"> <li>▪ Define contracts transparency model (key contract data, structure)</li> <li>▪ Catalogue all contract / invoice details</li> <li>▪ Ensure contract / supplier details are correct in BizzDesign</li> <li>▪ Capture data sources and implement contracts reporting</li> <li>▪ Alignment of contracts to services and applications</li> <li>▪ Alignment of contracts to financial reporting (e.g. identification of vendor / contracts invoices)</li> <li>▪ Establish proposed approach for vendor management, including segmentation &amp; segmentation criteria, processes (including contracts, performance &amp; relationship management) and impacts on INSS roles</li> </ul>
<b>Milestones</b>	<ul style="list-style-type: none"> <li>▪ <b>M6</b> – Proposed go live approach for contract, performance &amp; relationship management</li> </ul>
<b>Dependencies</b>	<ul style="list-style-type: none"> <li>▪ INSS licensing for contracts database (assumption is BizzDesign) and transparency model tooling (assumption is Excel and PowerBI – to be confirmed in mobilisation)</li> <li>▪ Availability of data from INSS – contracts data and visibility of vendor spend in accounting</li> <li>▪ Availability of INSS resources to help identify relevant contract / invoice documents and provide commentary</li> </ul>

\* See Section 4.1.2 for more details on milestones and timescales

### 1.1.3 Applications Transparency Stream

<b>Purpose</b>	<ul style="list-style-type: none"> <li>To establish ongoing visibility and insights into INSS business applications, to enable cost optimisation and other strategic decisions to be made regarding the IT estate</li> </ul>
<b>Activities</b>	<ul style="list-style-type: none"> <li>Review and consolidate application catalogues into single source of truth</li> <li>Complete and populate all assets / configuration items in BizzDesign</li> <li>Allocate all assets / CIs to applications (including agreeing weighting)</li> <li>Assign costs to CIs (individual or groups), including information source reference</li> <li>Alignment of applications to cost model</li> <li>Review overall model to check for consistency and validity</li> <li>Agree governance needed to manage application model</li> <li>Establish applications transparency reporting</li> </ul>
<b>Milestones</b>	<ul style="list-style-type: none"> <li>n/a – see shared stream for reporting milestones</li> </ul>
<b>Dependencies</b>	<ul style="list-style-type: none"> <li>INSS licensing for applications database (assumption is BizzDesign) and transparency model tooling (assumption is Excel and PowerBI – to be confirmed in mobilisation)</li> <li>Availability of data from INSS – applications details, configuration item relationship (e.g. servers, contracts relationships)</li> <li>Availability of resources for INSS to identify components and update BizzDesign (in collaboration with Coeus team)</li> </ul>

\* See Section 4.1.2 for more details on milestones and timescales

### 1.1.4 Project (Combined Activity) Stream

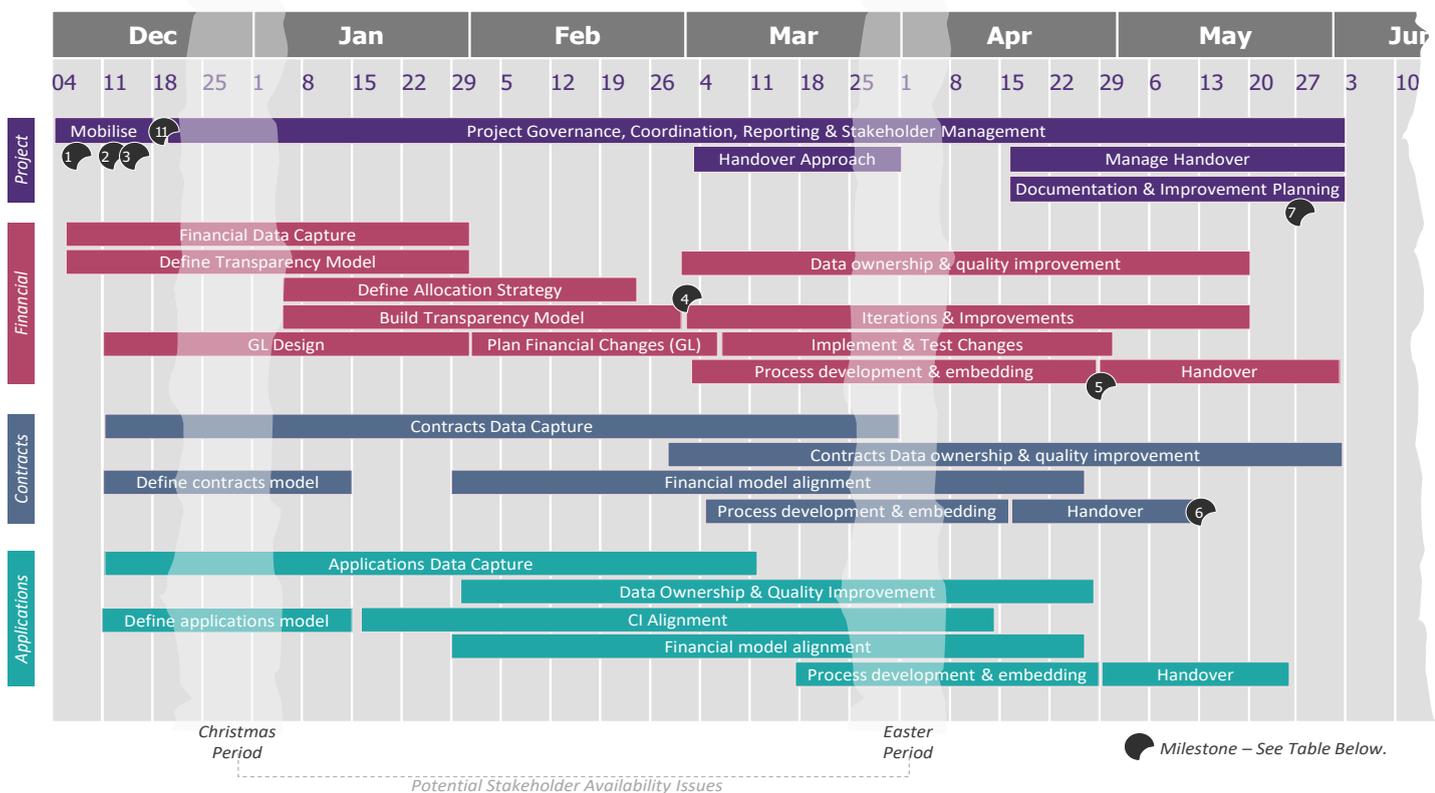
<b>Purpose</b>	<ul style="list-style-type: none"> <li>To establish and manage the overall project to ensure it delivers to INSS requirements.</li> <li>To ensure that the transparency streams are integrated to provide the requisite insights on the IT estate.</li> </ul>
<b>Activities</b>	<ul style="list-style-type: none"> <li>Define project governance and progress reporting</li> <li>Establish project RAID log</li> <li>Mobilise Resources</li> <li>Run kick-off meeting</li> <li>Workstream alignment</li> <li>Create project communications</li> <li>Coordinate stakeholder engagement</li> <li>Agree acceptance criteria &amp; deliverables sign offs</li> <li>Define activities needed for ongoing improvements to transparency approach</li> <li>Establish process for handover and embedding transparency to owners</li> <li>Coordinate handover to INSS teams for ongoing transparency management</li> </ul>
<b>Milestones</b>	<ul style="list-style-type: none"> <li><b>M1</b> – Kick off meeting to agree approach and brief stakeholders</li> <li><b>M2</b> – Mobilisation of Project</li> <li><b>M3</b> – Embedding of Coeus team into project team</li> </ul>

	<ul style="list-style-type: none"> <li>▪ <b>M7</b> – Report detailing further activities needed by INSS to further increase transparency &amp; embed cost transparency processes</li> <li>▪ <b>M11</b> – Project governance &amp; reporting</li> </ul>
<b>Dependencies</b>	<ul style="list-style-type: none"> <li>▪ INSS resource availability</li> <li>▪ INSS ownership (data, process, transparency model &amp; allocations method)</li> </ul>

\* See Section 4.1.2 for more details on milestones and timescales

## 1.2 Plan & Timetable, including Milestones & Acceptance Criteria

The proposed plan and timetable for establishing cost transparency is shown below. This will be confirmed with INSS project team as part of mobilisation.



The milestones shown above relate to the Milestones set out in the INSS requirements, as follows:

Milestone/Short Name		Description & Acceptance Criteria	Timeframe (dates to be confirmed)
M1	Kick Off	Kick off meeting including INSS and Coeus team members and required stakeholders to: <ul style="list-style-type: none"> <li>▪ communicate &amp; agree scope of the work</li> <li>▪ confirmation of stakeholders &amp; roles</li> <li>▪ identification of data requirements</li> </ul> <b>Acceptance criteria:</b> <ul style="list-style-type: none"> <li>▪ Kick off meeting held</li> </ul>	Week 1
M2	Mobilisation	Onboarding of Coeus team, including access to INSS systems and premises (as required).	Week 1

Milestone/Short Name		Description & Acceptance Criteria	Timeframe (dates to be confirmed)
		<p>Review of plan with INSS project team, including review &amp; alignment of approach, roles and key timescales as required to meet INSS requirements.</p> <p>Establishment of reporting and governance approach.</p> <p>Identification of stakeholders and initial plan for stakeholder engagement.</p> <p><i>Note – this description is provided as a proposal to backfill INSS RfP information.</i></p> <p><b>Acceptance criteria:</b></p> <ul style="list-style-type: none"> <li>▪ Coeus resources onboard and working on the INSS project.</li> <li>▪ Reporting template agreed.</li> <li>▪ Steering meetings in diaries.</li> <li>▪ Stakeholders identified and plan agreed.</li> </ul>	
M3	Embedding into Project Team	<p>Alignment &amp; introductions of Coeus team to INSS project resources.</p> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>▪ Project resource chart &amp; contact details updated</li> <li>▪ Coeus resources confirmed and onboarded to the project.</li> <li>▪ Roles and responsibilities across INSS and Coeus team agreed.</li> </ul>	Within 2 weeks of contract signature
M4	IT Service Costs	<p>Delivery of documented clarity on the IT costs for each Service delivered by INSS.</p> <p>Identifying service components, resource effort and 3rd party spend associated with each Service.</p> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>▪ Total costs for each INSS IT Service identified to agreed level of granularity and assumptions</li> <li>▪ Breakdown of costs available e.g. components, labour, supplier spend</li> <li>▪ Drill down available within cost model with identified sources of costs and associated DQ assessment</li> </ul>	<p>First draft: End Feb.</p> <p>Iterations &amp; improvements to End May</p>
M5	Financial Transparency Processes	<p>Updating of accounting and financial processes linked to technology spend.</p> <p>These changes are those required to:</p> <ul style="list-style-type: none"> <li>▪ Improve granularity and accuracy of financial allocations to services</li> <li>▪ Manage &amp; maintain financial transparency within INSS</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>▪ Existing processes reviewed and improvements identified for financial transparency</li> <li>▪ Finance or other process owners approval of process changes</li> <li>▪ Robust implementation plan agreed with process or data owners</li> </ul>	End Apr

Milestone/Short Name		Description & Acceptance Criteria	Timeframe (dates to be confirmed)
M6	Contract & vendor management readiness	<p>Readiness for vendor management for IT, including preparation to go live for full contract, performance and relationship management.</p> <p>Includes the development of the vendor management approach covering segmentation, processes and teams readiness, plus overall implementation approach to show how this can be developed from the As-Is position.</p> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>▪ Vendor management approach created and reviewed by INSS stakeholders</li> <li>▪ Segmentation templates ready</li> <li>▪ Impact assessments on roles and vendors</li> <li>▪ Vendor discussion / comms plan drafted</li> </ul>	Mid May
M7	Next Steps Report	<p>Delivery of report providing clarity on any further activities needed by INSS to further increase transparency and / or to embed cost transparency processes.</p> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>▪ Report available and presented to INSS team</li> <li>▪ Acceptance of next steps by INSS team</li> </ul>	End May
M11	Governance	<p>Regular engagement with INSS to:</p> <ul style="list-style-type: none"> <li>▪ Provide an update on project progress against plan</li> <li>▪ Brief on successes, issues, risks and dependencies</li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>▪ Governance meetings established</li> <li>▪ Reporting template and agenda established</li> <li>▪ Successful conclusion of governance meetings throughout the project.</li> </ul>	In place by end Dec, ongoing governance reports & meetings

\* Note – M8-M10 relate to architecture design deliverables and are covered as part of section 1.3.

### 1.3 Methodologies

The Coeus approach is based on Technology Business Management (TBM) costing methodologies that we have honed across multiple clients and transparency initiatives as part of our Commercial Management capability group. Our consultants have many years' experience in researching, developing and implementing transparency and cost optimisation programmes and will bring this experience and associated accelerators to bear for the benefit of INSS.

Coeus Commercial Management capabilities are summarised below.

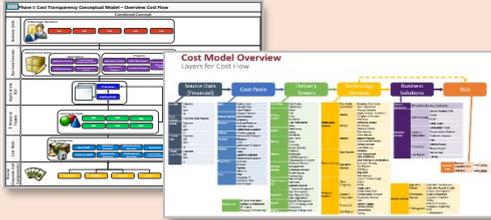


Coeus has developed a Transparency Model approach based on standard Microsoft tools such as Excel and Power BI, which help organisations to develop their cost transparency approach without significant investment in specialist tools such as Apptio or ServiceWare.

Examples of our methodologies and accelerators are shown below:

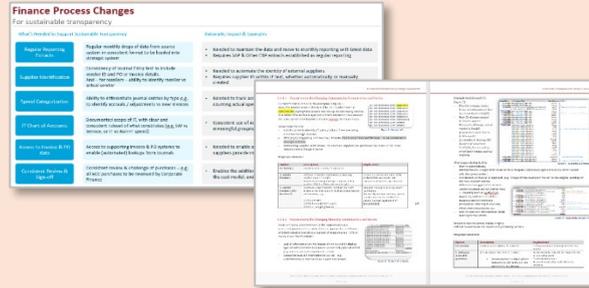
## Cost Model Design

Standard cost model design echoing TBM principles and the flow of costs from source (e.g. GL) through IT components to IT services and business consumers.



## Financial Process Design

Simplification and standardisation of financial processing to support Transparency requirements



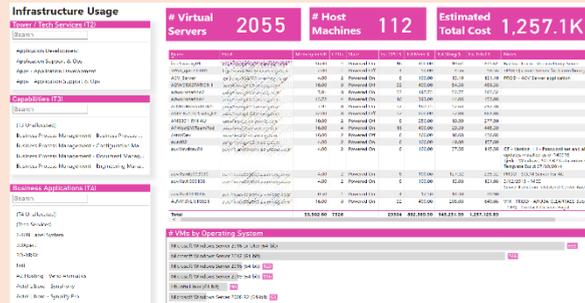
## Cost Insights & Reporting

Report design based on establishing transparency insights for other clients and to allow drill into detail to establish cost drivers



## Applications Configuration Approach

Flexible methodologies to adapt information for financial transparency, e.g. mapping of infrastructure to applications



## Contracts Database Design

Standard information design for contracts to allow linkage to financials and enabling improved contract & vendor management

The 'Contracts Data' table displays key items and contract details. It includes columns for 'Key Items', 'Contract Details', and 'Contract Details'. The table lists various contracts with columns for 'Contract ID', 'Contract Name', 'Contract Type', and 'Contract Status'.

## Vendor Process and Segmentation Templates

Vendor segmentation templates to allow rapid categorisation of suppliers for establishing future vendor strategies – with links to contracts and financial databases



## 1.4 Risks

Based on our experience in previous projects and knowledge of INSS gained in the previous stage of the cost management program, we have identified the following as the key risks for this work:

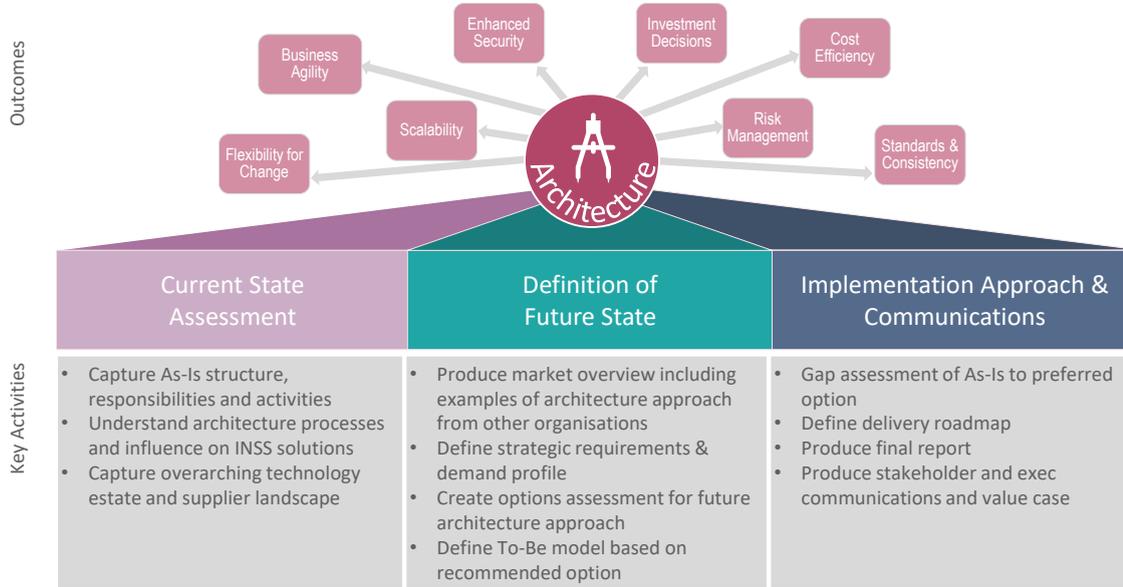
<b>Risk</b>	<b>Impact</b>	<b>Likelihood</b>	<b>Mitigation</b>
Lack of granularity in source systems e.g. inability or high cost to change accounts payable process to capture vendor details	<b>High</b> Prevents linking of transparency model to GL.  Impacts accuracy of cost model.	<b>Medium</b> Previously identified as a recommendation to INSS	<ul style="list-style-type: none"> <li>▪ Alternative allocation models available (e.g. on budget)</li> <li>▪ Allocation lookup tables from source – impacts</li> </ul>
Lack of insights into function and performance of applications or contracts	<b>Medium</b> Can be worked around but means allocation strategies will not be accurate  Additional work to review highest value contracts.	<b>Medium</b> Based on initial review of contracts	<ul style="list-style-type: none"> <li>▪ Review &amp; capture scope against standard service model</li> <li>▪ Identify service owners and create data capture templates</li> <li>▪ Initial allocation to holding buckets to enable build of transparency models whilst building the data</li> </ul>
Lack of effective data and business as usual model ownership (e.g. data owners are not identified or data owners do not take responsibility for data quality)	<b>Medium</b> Lack of drive to resolve impacting data issues over time	<b>Medium</b> Data ownership will be a new concept and will take time to embed.	<ul style="list-style-type: none"> <li>▪ Communications plans to stakeholders</li> <li>▪ Development of data owner responsibility definitions</li> <li>▪ Creation of DQ reporting</li> </ul>
Financial Year End & other Priorities impact delivery	<b>Medium</b> Impacts planning approach	<b>Medium</b> Will be an impact through this timescale but can be worked around.	<ul style="list-style-type: none"> <li>▪ Early review of plan with stakeholders to avoid key activity periods</li> <li>▪ Acceleration of financial change requirements to allow implementation for new financial year</li> </ul>
Lack of component relationship data  E.g. Inability to associate servers with applications, or vendors to technology service.	<b>Medium</b> Can be worked around but potential impact on accuracy of model  Additional work to create mapping	<b>Medium</b> Likely to be a number of gaps until maturity increases	<ul style="list-style-type: none"> <li>▪ Early assessment of data availability</li> <li>▪ Focus on high value areas first to build the relationships</li> <li>▪ Identify service owners and create data capture templates</li> </ul>

## 2 Approach for Architecture Design

This section sets out the proposed Coeus approach to the INSS requirement to develop an Architecture operating approach.

### 2.1 Overarching Approach

Our overall approach is based on our standard operating model development approach that will provide the required insights and outcomes for INSS' architecture teams. The approach is:



#### 2.1.1 Current State Assessment

<b>Purpose</b>	<ul style="list-style-type: none"> <li>▪ To understand and document the current approach and outcomes of architectural decisions.</li> <li>▪ This will enable a gap assessment to be created against potential future TOM options and a roadmap to be developed showing how architectural value can be enhanced.</li> </ul>
<b>Activities</b>	<ul style="list-style-type: none"> <li>▪ Engage with stakeholders to understand current architecture approach, including: roles &amp; structures, processes &amp; standards, engagement &amp; touch points with other teams &amp; projects, governance, technology and tools used, insights, benefits and pain points</li> <li>▪ Capture current architectural landscapes and drivers of key decisions</li> <li>▪ Capture IT strategy and strategic principles</li> <li>▪ Document key roles and capabilities available across the organisation</li> <li>▪ Identify drivers for future architectural decisions including key project forecasts and change events</li> <li>▪ Capture and document current state against the Coeus architectural framework (for ease of reference and gap analysis against a target / To-Be state)</li> <li>▪ Establish initial set of options for development of the architecture function (this will be further developed in the next phase)</li> </ul>
<b>Milestones</b>	<ul style="list-style-type: none"> <li>▪ <b>M8</b> – Documented current state for technical architecture &amp; initial change options for the architecture capability.</li> </ul>
<b>Dependencies</b>	<ul style="list-style-type: none"> <li>▪ Availability of resources and data from INSS – including access to stakeholders for interviews, provision of job descriptions, architecture landscapes, governance decisions / minutes / etc, processes, project structures and engagements.</li> </ul>

- Stakeholders will include current architecture resources, program / project management, strategy leads, business sponsors, IT Tower leads and others as required.

\* See 4.2.2 for more details on milestones and timescales

### 2.1.2 Definition of Future State

<b>Purpose</b>	<ul style="list-style-type: none"> <li>▪ To define and assess options to develop the architecture functions in INSS</li> </ul>
<b>Activities</b>	<ul style="list-style-type: none"> <li>▪ Create market trends documentation showing how different architecture models are in use across industries</li> <li>▪ Define strategic requirements for future architecture approach</li> <li>▪ Capture major changes expected in INSS in the foreseeable future, including major programmes, strategic intent &amp; wider TOM changes</li> <li>▪ Develop the options for the future architecture model, with consideration of architectural services, organisation, capabilities, sourcing, tools, governance, processes, engagement models.</li> <li>▪ Produce assessment of options with consideration of feasibility to implement, cost and timescales, impact, benefits, fit within broader organisation, fit with expected future demands and changes</li> <li>▪ Create recommendations and develop a To-Be functional design</li> </ul>
<b>Milestones</b>	<ul style="list-style-type: none"> <li>▪ <b>M10 (initial version)</b> – Factual report on architecture, covering the assessment of options and definition of a To-Be state.</li> </ul>
<b>Dependencies</b>	<ul style="list-style-type: none"> <li>▪ Availability of resources and data from INSS to review options assessment</li> </ul>

\* See 4.2.2 for more details on milestones and timescales

### 2.1.3 Implementation Approach & Communications

<b>Purpose</b>	<ul style="list-style-type: none"> <li>▪ To define the activities and approach required to implement the recommended option and To-Be state</li> <li>▪ To create stakeholder and exec communications to explain the changes required and generate buy-in for the approach</li> </ul>
<b>Activities</b>	<ul style="list-style-type: none"> <li>▪ Produce a gap assessment between Current State and the Recommended / To-Be option.</li> <li>▪ Define the roadmap showing the development journey towards the target state</li> <li>▪ Finalise the final report (M10) showing the current state, to-be model and roadmap. This will cover the full design of the target state, including: <ul style="list-style-type: none"> <li>- operating scope &amp; terms of reference</li> <li>- roles, responsibilities and RACI</li> <li>- organisational impacts (structure, capabilities)</li> <li>- role descriptions &amp; competency profiles</li> <li>- architecture engagement and governance models</li> <li>- performance indicators</li> <li>- sourcing options and recommendations</li> </ul> </li> </ul>
<b>Milestones</b>	<ul style="list-style-type: none"> <li>▪ <b>M9</b> - A high-level, prioritised roadmap to address identified gaps between As-Is and recommended To-Be</li> <li>▪ <b>M10 (final version)</b> – Finalised To-Be design document overlaid onto the initial M10 architecture document</li> </ul>

## Dependencies

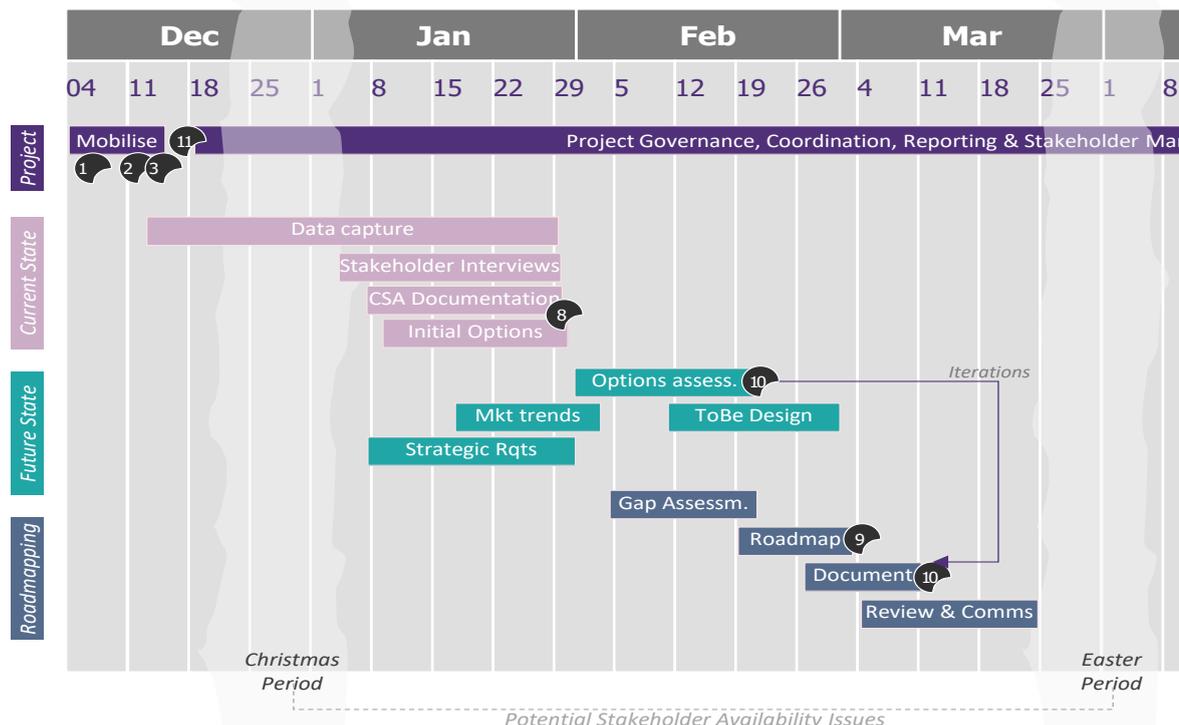
- Availability of resources and data from INSS to review documents and value cases

\* See 4.2.2 for more details on milestones and timescales

## 2.2 Plan & Timetable

The proposed plan and timetable for reviewing the Architecture TOM is shown below.

Note that the project layer shown is the same project overview as previously defined in section 4.1.2 (i.e. the mobilisation and project governance for this work will be part of the wider programme approach).



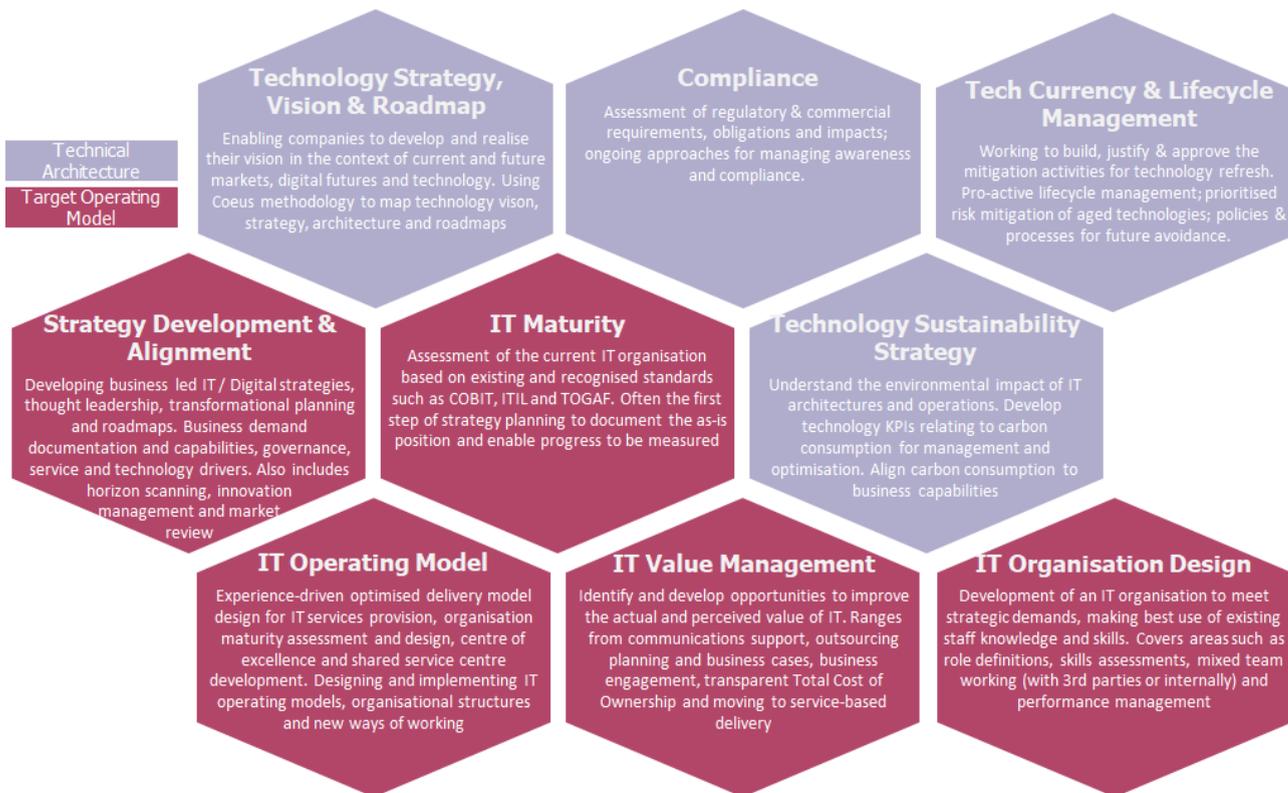
This plan will be confirmed with INSS project team as part of mobilisation. Milestones 1,2,3 and 11 are defined in section 1.2 above. Specific Architecture milestones are defined as follows:

Milestone / Short Name	Description & Acceptance Criteria	Timeframe
M8 Current State Assessment	<p>Documented analysis of the current state, covering architecture offerings, org design &amp; skills, alignment within other teams, sourcing, tools, governance, processes and alignment with government functional &amp; professional standards.</p> <p>Includes the initial set of change options that will be further assessed as part of M10.</p> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>▪ Current state documented</li> <li>▪ Current State conclusions reviewed by stakeholders</li> </ul>	Mid Feb
M9 Roadmap	A high level, prioritised roadmap to address any identified gaps in architecture and to implement the recommended changes over an achievable timeframe.	End Mar

		<p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>▪ Roadmap created and reviewed with stakeholders</li> <li>▪ Gap assessment aligned with roadmap</li> <li>▪ Alignment of roadmap with key organisation events and strategic change plans</li> </ul>	
M10	Target Design	<p>A factual report on architecture, covering:</p> <ul style="list-style-type: none"> <li>▪ Assessment of suitability of the options based on feasibility, cost &amp; timescales, business impact, alignment with existing changes, and other factors.</li> <li>▪ Documentation of the target state including <ul style="list-style-type: none"> <li>- Terms of Reference</li> <li>- Organisation design (and link to other functions)</li> <li>- Role descriptions, RACI &amp; competency profiles</li> <li>- engagement &amp; governance model</li> <li>- performance indicators</li> <li>- sourcing recommendations</li> </ul> </li> </ul> <p><b>Acceptance Criteria:</b></p> <ul style="list-style-type: none"> <li>▪ To-be state defined and reviewed by stakeholders</li> </ul>	<p>End Feb (initial) End Mar (final)</p>

### 2.3 Methodologies

The Coeus approach is based on its Architecture development methodologies that we have developed from undertaking similar assignments with other clients. Coeus Architectural & TOM capabilities are summarised below.



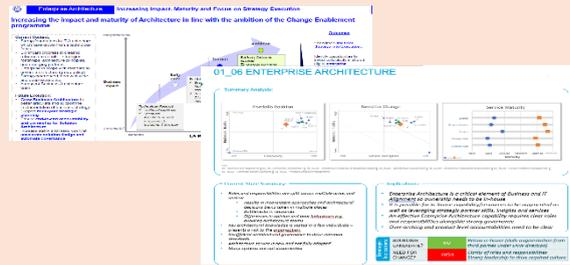
Examples of our methodologies and accelerators are shown below:



Rapid development of draft TOM based on Coeus reference model & industry best practice.

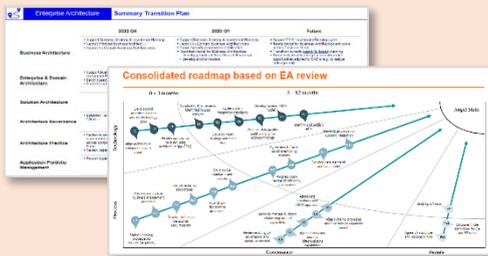


Assessment approach for structured capture of current state & development opportunities.



### Transformation Roadmaps

Template transformation roadmaps based on experience in other organisations



### Role Definitions

Template role descriptions with links to external frameworks e.g. SFIA.



### 2.3.1 Risks

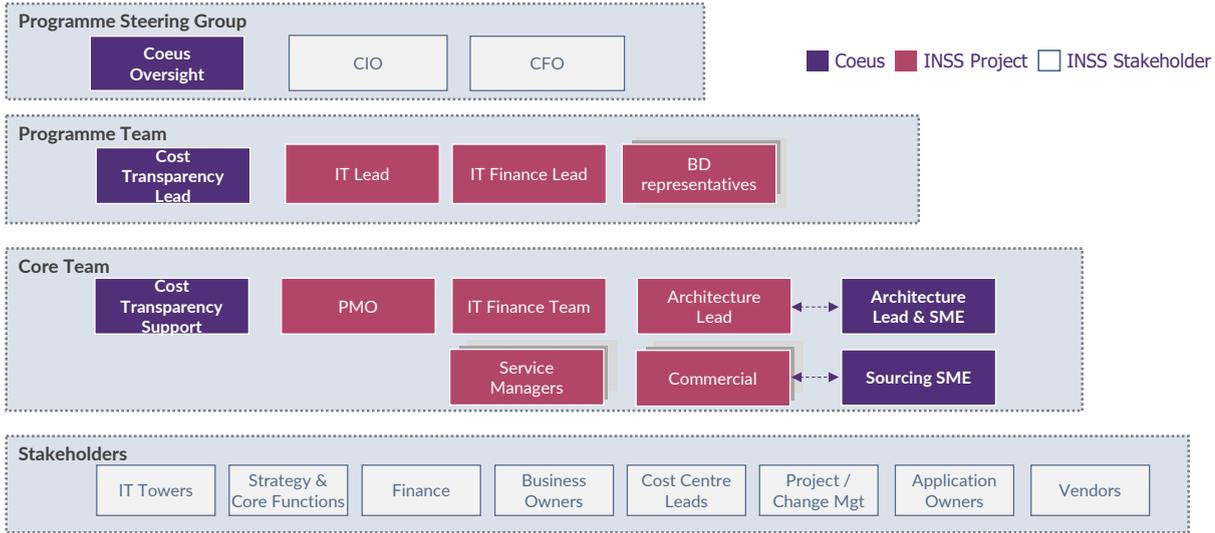
Based on our experience in previous projects, we have identified the following as the key risks for this work:

Risk	Impact	Likelihood	Mitigation
Lack of Stakeholder Alignment – e.g. difference in goals, priorities & visions for the architecture function	<b>Medium</b> Potential for conflicts & delays or lack of buy-in.	<b>Medium</b> Likely to have different priorities & perspectives across the team	<ul style="list-style-type: none"> <li>Regular stakeholder check-points</li> <li>Representation in governance functions</li> <li>Clear comms plan</li> <li>Close working with senior team</li> </ul>
Potential high cost of transformative change (e.g. may need investment in new roles & capabilities, or result in longer term tech remediation)	<b>Medium</b> Any impact can be set against existing change plans and prioritised for impacts	<b>Medium</b> Likely to require change but can be set against overall value case	<ul style="list-style-type: none"> <li>Prioritised investment (spend to save)</li> <li>Build value case &amp; communicate benefits</li> <li>Align transformation with other change programmes</li> </ul>
Change resistance e.g. driven by perceived loss of control, or staff not able or willing to change	<b>Medium</b> Results in delays and reduced adoption of the new TOM	<b>High</b> Change is often met with resistance	<ul style="list-style-type: none"> <li>Develop change mgt strategy to take stakeholders on the journey</li> <li>Engagement with employees to show benefits</li> </ul>
Future direction of the organisation is unclear	<b>Medium</b> Design is unsuitable for long	<b>Low</b> Engagement with business	<ul style="list-style-type: none"> <li>Ensure flexibility in design e.g. through burst capacity or skills augmentation</li> </ul>

Risk	Impact	Likelihood	Mitigation
and/or cannot be readily adapted to architectural demand use cases	term requirements	and development of flexible TOM	

### 3 Resourcing and Team Structure

This section sets out the proposed resources for work on this programme. The roles are:



#### 3.1 Coeus Role Profiles

The proposed Coeus roles to deliver the project are:

Role	Responsibilities	Effort & Timing
<b>Coeus Oversight</b>	<ul style="list-style-type: none"> <li>Overall delivery assurance</li> <li>External steering and input to steering group</li> </ul>	Part Time
<b>Cost Transparency Lead</b>	<ul style="list-style-type: none"> <li>Overall Coeus lead to ensure successful delivery</li> <li>Mobilises team &amp; establishes governance and reporting</li> <li>Accountability for cost transparency design and outcomes</li> <li>Develops allocation strategies</li> <li>Leads stakeholder engagement to build insights</li> <li>Establishes value cases and cost optimisation opportunities</li> <li>Develops financial processes and works with Finance leads to build implementation approaches</li> </ul>	Full Time
<b>Cost Transparency Support</b>	<ul style="list-style-type: none"> <li>Captures and analyses data</li> <li>Builds transparency model and reporting</li> <li>Engages with data owners to identify and resolve data quality issues</li> <li>Prepares support processes and handover documentation</li> <li>Works with INSS resources to develop and improve applications and contracts data sets</li> </ul>	Full Time
<b>Sourcing SME</b>	<ul style="list-style-type: none"> <li>Develops contracts data capture approach</li> </ul>	Part Time

	<ul style="list-style-type: none"> <li>▪ Defines vendor segmentation and management approach</li> <li>▪ Specifies contracts and vendor reporting requirements</li> <li>▪ Defines contract and vendor management processes and organisational readiness</li> </ul>	
<b>Architecture TOM Specialist</b>	<ul style="list-style-type: none"> <li>▪ Leads architectural TOM review</li> <li>▪ Creates and assesses current state assessment</li> <li>▪ Defines options and assessment criteria</li> <li>▪ Develops target state</li> <li>▪ Creates gap assessment and roadmaps</li> <li>▪ Reviews architecture TOM with stakeholders</li> </ul>	Full Time Jan-Mar

### 3.2 INSS Roles & Dependencies

The proposed INSS roles to deliver the project are:

<b>Role</b>	<b>Responsibilities</b>	<b>Effort &amp; Timing</b>
<b>IT Leads</b> <i>(CDIO, Asst. Director of Service Mgmt and Head of IT Contract Mgmt)</i>	<ul style="list-style-type: none"> <li>▪ Provides insights into IT spend components</li> <li>▪ Coordinates IT team</li> <li>▪ Works with transparency team to review &amp; validate allocation strategies</li> <li>▪ Identifies and works towards migrating MI and cost insight tools (towards “single version of the truth”)</li> </ul>	Part Time
<b>Finance Lead</b>	<ul style="list-style-type: none"> <li>▪ Provides access to financial data</li> <li>▪ Works with transparency team to improve accounting processes to support transparency</li> <li>▪ Sponsors process change across finance team</li> <li>▪ Promotes cost transparency as primary source of IT data</li> </ul>	Part Time
<b>Business Directorate Representatives</b>	<ul style="list-style-type: none"> <li>▪ Provide business requirements</li> <li>▪ Review and support recommended changes</li> <li>▪ Provide access to stakeholders as needed to establish transparency and architecture objectives</li> <li>▪ Review and comment on deliverables</li> </ul>	Occasional (data inputs, meeting attendance, reviews)
<b>Project Lead &amp; PMO</b>	<ul style="list-style-type: none"> <li>▪ Coordinates project planning, reporting and governance</li> <li>▪ Provides access to INSS systems, data and stakeholders</li> <li>▪ Provides quality reviews to deliverables</li> <li>▪ Escalation point for issues</li> </ul>	Part Time
<b>IT Finance team</b>	<ul style="list-style-type: none"> <li>▪ Provide financial data and insights</li> <li>▪ Drill down &amp; understand costs</li> <li>▪ Support allocation strategy and rulesets through knowledge of financial data</li> <li>▪ Contribute to and implement GL and process changes</li> <li>▪ Data ownership</li> </ul>	Part Time
<b>Service Managers</b>	<ul style="list-style-type: none"> <li>▪ Provide SME knowledge on service structure, component relationships, vendors, applications, etc.</li> </ul>	Occasional (data inputs,

	<ul style="list-style-type: none"> <li>▪ Review service reports &amp; provide requirements for insights</li> <li>▪ Data ownership</li> </ul>	<i>meetings, reviews)</i>
<b>Commercial leads</b>	<ul style="list-style-type: none"> <li>▪ Provide SME knowledge on vendors and contracts</li> <li>▪ Input to and review contract and vendor mgt proposals</li> <li>▪ Data ownership</li> </ul>	Part Time
<b>Architecture Lead</b>	<ul style="list-style-type: none"> <li>▪ Work with architecture team to provide data, insights and drivers to existing and future approaches</li> <li>▪ Review and test architecture TOM through real use case examples</li> </ul>	Part Time
<b>Stakeholders</b>	<ul style="list-style-type: none"> <li>▪ Provide data</li> <li>▪ Attend meetings and provide information, insights and ideas to the project teams</li> <li>▪ Own data and drive data quality plans</li> </ul>	Occasional (e.g. data request, attend meeting)

### Our Knowledge Transfer Methodology

As part of our Change Management capability and methodology, Coeus has developed a tried-and-tested approach to knowledge transfer as part of its assignments. Knowledge transfer will be front and centre of the approach, and in particular Coeus will deploy a number of methods as follows:

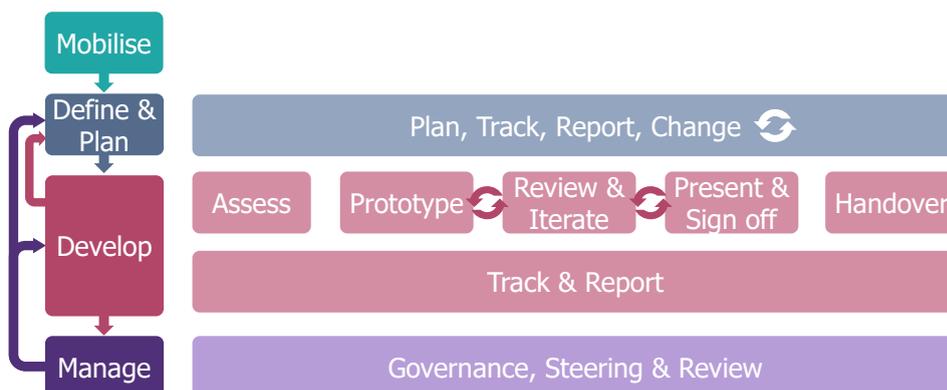
Approach	What is it?	Use Cases
<b>SME Engagement</b>	Specific meetings with stakeholders to explore concepts and garner inputs and feedback. Enables stakeholders to build understanding of actions, design concepts and the thinking behind them.	<ul style="list-style-type: none"> <li>▪ Data capture</li> <li>▪ Stakeholder updates</li> </ul>
<b>SME Review</b>	Inviting SMEs to review project deliverables and provide feedback or questions, enabling the stakeholders to build understanding	<ul style="list-style-type: none"> <li>▪ Design reviews</li> <li>▪ Data Quality Actions</li> <li>▪ Process Reviews</li> <li>▪ Value Cases</li> <li>▪ Transparency Reports</li> </ul>
<b>SME Playback</b>	Establishing playback sessions to share information captured and conclusions drawn (including implications).  Works best for drafted deliverables before final publication, to enable engagement and feedback.	<ul style="list-style-type: none"> <li>▪ Current state review</li> <li>▪ Transparency model</li> </ul>
<b>Project working / shadowing</b>	Coeus consultants typically work as part of the clients team, which means we work <i>with</i> team members rather than do it unto them.  This means opportunities for close working on deliverables, allowing transfer of knowledge on methodologies and approaches rather than the specific deliverable outcomes.	<ul style="list-style-type: none"> <li>▪ Building deliverables</li> <li>▪ Data assessment</li> <li>▪ Handover operations (e.g. maintenance of transparency toolset)</li> </ul>

Approach	What is it?	Use Cases
<b>Document Transfer</b>	<p>Where Coeus consultants are not working on client systems, we ensure as part of our project process that all deliverables and supporting documentation are packaged for handover to the client.</p> <p>Where client or shared systems are used, the deliverables developed by Coeus will be indexed and handed to the client at regular points through the engagement.</p>	<ul style="list-style-type: none"> <li>End of project handover</li> <li>Data gathering (data repositories)</li> </ul>
<b>Reporting</b>	<p>Production of regular reports setting out, amongst other things:</p> <ul style="list-style-type: none"> <li>Progress against plan</li> <li>Deliverable / milestone status</li> <li>Risks and issues</li> <li>Resource consumption &amp; cost tracking</li> <li>Stakeholder engagement</li> <li>Minutes &amp; actions updates</li> <li>Project KPIs, where appropriate</li> </ul> <p>Coeus will establish appropriate governance and reporting during project mobilisation.</p>	<ul style="list-style-type: none"> <li>Governance meetings</li> <li>Project risk review</li> <li>Planning workshops</li> </ul>
<b>Governance review &amp; deep dives</b>	<p>For specific complex issues, or concepts that require INSS steering, the governance meetings will contain deep dives to ensure understanding of concepts, decisions and their implications.</p>	<ul style="list-style-type: none"> <li>Review of TOM</li> <li>Allocation methodology</li> <li>Cost optimisation opportunity review</li> </ul>
<b>Knowledge Transfer / Handover Workshops</b>	<p>Specific sessions aimed at transferring knowledge to selected stakeholders, to enable deep knowledge transfer to those in need of it.</p>	<ul style="list-style-type: none"> <li>Handover of financial model to BAU team for ongoing operation</li> </ul>
<b>Acceptance Criteria</b>	<p>Deliverables will be defined with acceptance criteria that ensure target stakeholders have had chance to review, input to and understand the outputs.</p>	<ul style="list-style-type: none"> <li>Deliverables review</li> </ul>

## 1 Knowledge Transfer Approach

### 1.1 Approach

Our overarching approach to developing deliverables is shown on the right:



Knowledge management and transfer is at the heart of this approach, with the approaches for knowledge transfer typically used as follows:

Phase	Activity Description	Knowledge Transfer Approach								
		SME Engagement	SME Review	SME Playback	Project working	Document Transfer	Reporting	Governance reviews	Handover Workshops	Acceptance Criteria
Mobilise	Kick off meeting	●			●					
	Establish Governance Review						●			
	Establish Stakeholder & Comms Plans	●								●
Define & Plan	Create project plan and milestone dates			●						
	Tracking milestone dates - RAG risk approach					●				
Develop	Capture data & inputs	●								
	Develop prototype	●	●							
	Review & iterate		●	●				●		
	Present & sign off			●				●		●
	Handover					●			●	
Manage	Risk, Issues and Engagement tracking					●				
	Governance Review							●		
	Deep Dive topics		●					●		
	Risks and Issues Review				●		●		●	

## 2 Milestone Relationships

The table below shows the knowledge transfer objectives for each of the project milestones, plus acceptance criteria needed to assure INSS that the objectives have been met. These criteria are in addition to the criteria shown in response to Question 1 (approach).

Milestone	Knowledge Transfer Objectives	Acceptance Criteria
M1 Kick Off	<ul style="list-style-type: none"> <li>Explain objectives and expectations</li> <li>Common understanding of approach and plan</li> </ul>	Accepted by INSS project lead
M2 Mobilisation	<ul style="list-style-type: none"> <li>Establish reporting and governance approach to share progress and issues</li> </ul>	Accepted by INSS project lead
M3 Embedding into Project Team	<ul style="list-style-type: none"> <li>Establish working relationships to promote sharing of information</li> </ul>	Accepted by INSS project lead
M4 IT Service Costs	<ul style="list-style-type: none"> <li>Explain deliverable, components, approach and delivery</li> <li>Review and sign off deliverable</li> <li>Handover of deliverable to BAU</li> </ul>	INSS project lead and senior team agree understanding of breakdown and approach
M5 Financial Transparency Processes	<ul style="list-style-type: none"> <li>Explain requirements and build buy-in to change</li> <li>Share ideas and build solutions</li> <li>Develop implementation approach</li> <li>Review and sign off deliverable</li> <li>Implementation</li> </ul>	INSS project lead and finance team agree understanding of approach, reasoning and implementation needs
M6 Contract & vendor management readiness	<ul style="list-style-type: none"> <li>Explain approach and encourage participation</li> <li>Train users on approach and value</li> <li>Develop implementation approach</li> <li>Handover materials for implementation</li> </ul>	INSS project lead and senior team agree understanding
M7 Next Steps Report	<ul style="list-style-type: none"> <li>Explain contents and gain buy-in for ownership</li> <li>Identify owners and ensure they have the tools needed for success</li> <li>Handover materials for implementation</li> </ul>	INSS project lead and senior team agree understanding

M8	Current State Assessment	<ul style="list-style-type: none"> <li>▪ Share findings and garner feedback</li> <li>▪ Explain findings and impact</li> <li>▪ Gain buy-in for the need to change</li> </ul>	INSS project lead and senior team agree understanding
M9	Roadmap	<ul style="list-style-type: none"> <li>▪ Share deliverables and garner feedback</li> <li>▪ Explain approach and impact</li> <li>▪ Align with existing change agenda</li> <li>▪ Gain buy-in for the implementation</li> <li>▪ Identify owners and handover activity</li> </ul>	INSS project lead and team agree understanding, reasoning and ownership
M10	Target Design	<ul style="list-style-type: none"> <li>▪ Share findings and garner feedback</li> <li>▪ Explain rationale for target</li> <li>▪ Explain approach for implementation</li> <li>▪ Create change champions and owners for future model</li> </ul>	INSS project lead and senior team agree understanding
M11	Governance	<ul style="list-style-type: none"> <li>▪ Shared understanding of progress, risks, issues and blockers.</li> <li>▪ Improve understanding of deliverables</li> <li>▪ Sign off deliverables and project approach</li> </ul>	INSS project lead and senior team agree understanding

### 3 Governance & Reporting

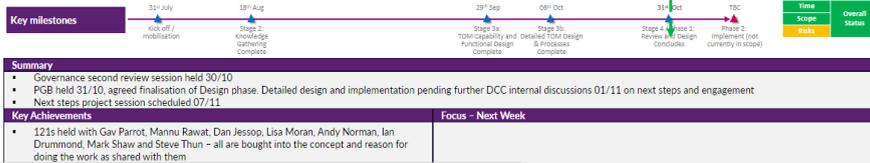
As part of mobilisation, Coeus will work with the INSS project lead to establish a suitable governance and reporting approach to ensure engagement with stakeholders and insights into approach, deliverables and progress of the project.

Our typical approach to governance consists of:

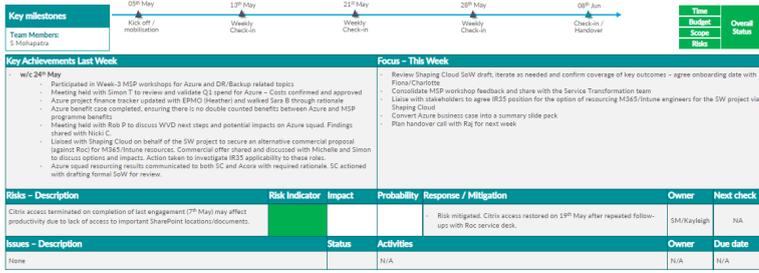
<b>Steering Group</b>	<ul style="list-style-type: none"> <li>▪ Overall accountability for the programme</li> <li>▪ Exec level judgement on programme direction and performance</li> <li>▪ Escalation and dispute management</li> <li>▪ Intervention and corrective actions to enable success</li> </ul>	Monthly
<b>Project Board</b>	<ul style="list-style-type: none"> <li>▪ Reviews and monitors progress against plan</li> <li>▪ Drives delivery to plan and quality</li> <li>▪ Ensures quality of outcomes against agreed acceptance criteria</li> <li>▪ Aligns stakeholders and resources for successful delivery</li> </ul>	Weekly
<b>Risk &amp; issues review</b>	<ul style="list-style-type: none"> <li>▪ Captures and manages specific risks and issues to ensure appropriate action is taken to manage</li> </ul>	Monthly or as required
<b>Exec and Leadership Reviews</b>	<ul style="list-style-type: none"> <li>▪ Topic or departmental leadership reviews of deliverables – e.g. Finance review board, IT design leadership</li> </ul>	Monthly or as required

Coeus will utilise its standard project reporting templates (or that of INSS if required to fit with its project and change methodology) to ensure visibility of progress to stakeholders. Examples of reporting templates showing highlights, deliverables progress, risks and issues are shown below:

## Coeus Status Report - Week 14



## Weekly Report - Infrastructure Programme Mgmt. 02nd June



Response / Mitigation	Owner	Next check
As per GG update on PGB, DCC initiative leads to work on governance of the initiatives	DWM	02/11
Activities	Owner	Due date

Stream	Ref	Deliverable	Deliverable Description	Coeus Responsibility	IM Responsibility	Status	Artifact	Comment / Next Action
E	D1	Programme Plan	Track and update overall programme milestone plan, keeping this accurate to dates and outcome targets	Track & update	Review, input, feedback	Complete	Azure Dev-Ops Backlog	Azure backlog refresh complete. Sara B now running 2-week sprints. First sprint items agreed and being tracked.
E	D2	Risks & Issues	Track and update risks and issues, escalating these for decisions as needed, for example with resourcing	Track & update	Review, input, feedback	Complete	Weekly catchups with FB/CW	Fiona and Charlotte kept informed on a weekly basis.
E	D3	Dependencies	Track dependencies between streams, highlighting where there are impacts between them requiring options or replanning	Track & update	Review, input, feedback	In Progress		Participated in MSP supplier workshops to feedback on Azure related dependencies. Feedback points being collated.
E	D4	Key Reporting	Drive weekly reporting on programme progress against plan and outcomes	Track & update	Review, input, feedback	Complete	EPMO Sharepoint	Key reporting interventions into EPMO now in place.
E	D5	Statement Of Work	Develop and iterate relevant statements of work to support resourcing of the infrastructure stream, specially in relation to Azure	Create and update	Review, input, feedback	Complete	Shipping Cloud Azure Squad SoW	SoW draft secured. Currently being reviewed and iterated.
E	D6	Portfolio Review & Prioritisation	Conduct a high-level portfolio review and realignment in conjunction with the PMO and Polaris priorities and input to the sourcing transformation schedule	Create and update	Review, input, feedback	In Progress		Portfolio plan and associated data collected
E	D7	Business Case	Development of the Indicative Infrastructure business case for 2022, aligning this with the MSP business case and wider portfolio	Create and update	Review, input, feedback	Complete	Azure Business Case - Summary Pack	Summary pack to be emailed out this week, as costs have now been approved. Project finance trackers updated with EPMO.

## Our Team

In recognition of the complexity of INSS challenges we are pleased to propose and introduce a highly experienced and capable team that can engage with senior stakeholders across INSS and drive successful outcomes.

Our Team	Summary of Relevant Experience
<p><b>[Redacted]</b> Coeus Role: Director</p>	<ul style="list-style-type: none"> <li><b>[Redacted]</b> is a highly experienced consultant who specialises in business-outcome focused change in areas such as digital transformation, technical architecture, applications strategy and commercial management.</li> <li>experience includes working with the UK public sector (including INSS) and major global organisations</li> </ul>
<p><b>[Redacted]</b> Coeus Role: Director</p>	<ul style="list-style-type: none"> <li><b>[Redacted]</b> has successfully delivered IT transparency and cost optimisation projects at a wide range of organisations.</li> <li>has developed the Coeus cost transparency model based on TBM principles and led industry research on the value of financial transparency.</li> <li>experience includes multiple projects in contract &amp; vendor management, application rationalisation and TOM development</li> </ul>
<p><b>[Redacted]</b> Coeus Role: Senior Consultant</p>	<ul style="list-style-type: none"> <li><b>[Redacted]</b> is an experienced senior consultant with a background in business analysis, technical analysis, enterprise architecture and agile delivery.</li> </ul>

	<ul style="list-style-type: none"> <li>▪ has direct experience of data management and operating model development.</li> </ul>
<p><b>[Redacted]</b>  <b>Sourcing &amp; Vendor Mgt SME</b>  <i>Coeus Role: Director</i></p>	<ul style="list-style-type: none"> <li>▪ <b>[Redacted]</b> is a Sourcing specialist who has an exceptional track record in delivering commercial transformation and improving vendor management across multiple clients and industries.</li> <li>▪ extensive experience covers the full sourcing lifecycle with particular expertise in commercial contracts negotiation, contract scheduling and MSA drafting.</li> </ul>
TBC	

Please note that this is our proposed team but is subject to change until the point of onboarding.

### Our Ways of Working

Coeus prides itself on flexible ways of working enabled by the experience of our Consultants to do what is best for client organisations. Typically, we work with clients as if we are an extension to their internal teams, and have shown our expected roles within the team as part of our response to Q1.

From working collaboratively in the mobilisation to developing and delivering a joint plan, we work on behalf of our clients. A summary of our ways of working is shown in the diagram below:

Our ways of working		
	<b>Flexible Engagement Models</b>	<p>Our mode of engagement is always tailored to the needs of the clients. We can:</p> <ul style="list-style-type: none"> <li>▪ Advise on specific topics</li> <li>▪ Deliver specific roles</li> <li>▪ Deliver specific deliverables</li> <li>▪ Perform assurance roles</li> </ul>
	<b>Collaborative and Responsive</b>	<p>We perform a range of roles from providing advisory (strategy &amp; assurance), delivery of certain roles or resource augmentation. We:</p> <ul style="list-style-type: none"> <li>▪ “can do <u>for</u> the client”</li> <li>▪ “can do <u>with</u> the client”</li> <li>▪ “can measure &amp; benchmark <u>for</u> the client”</li> <li>▪ “can <u>enable</u> client team”</li> </ul>
	<b>Contracting Model Flexibility</b>	<p>We offer flexibility in our contracting model and a range of options (T&amp;M, fixed price with milestones, outcome-based deliverables)</p>
	<b>No Silos</b>	<p>We don't work in silos or purely through formal governance. We have a strong track record of embedding our roles alongside the client teams and are regularly seen as being part of the client team from an external perspective</p>

### Engagement Approach

The approach we will take to the engagement is summarised below:

Engagement Focus	How we will embed the team and avoid working in silos
<b>Mobilisation</b>	<ul style="list-style-type: none"> <li>▪ Team introductions &amp; contact details</li> <li>▪ Establish joint working governance boards</li> <li>▪ Shared kick off meetings</li> </ul>

	<ul style="list-style-type: none"> <li>▪ Clear roles and responsibilities</li> <li>▪ Build shared objectives and plans</li> </ul>
<b>Financial Transparency</b>	<ul style="list-style-type: none"> <li>▪ Identify BAU model owners &amp; identify handover criteria</li> <li>▪ Establish acceptance criteria</li> <li>▪ Finance &amp; IT stakeholder engagement to build model and allocation strategy</li> <li>▪ Deep dive reviews</li> </ul>
<b>Contracts Transparency</b>	<ul style="list-style-type: none"> <li>▪ Engagement with commercial leads, database owners and service owners</li> <li>▪ Establish acceptance criteria</li> <li>▪ Deep dive reviews and feedback loops for vendor mgt approach</li> </ul>
<b>Applications Transparency</b>	<ul style="list-style-type: none"> <li>▪ Engagement with service and application owners</li> <li>▪ Establish acceptance criteria including stakeholder review</li> <li>▪ Deep dive reviews of allocation strategies and cost saving initiatives</li> </ul>
<b>Architecture TOM</b>	<ul style="list-style-type: none"> <li>▪ Findings and playback</li> <li>▪ Stakeholder workshops &amp; checkpoints</li> <li>▪ Deep dive reviews of approach with use cases based on client experiences</li> </ul>
<b>Our Success Criteria</b>	<ul style="list-style-type: none"> <li>▪ Coeus success criteria – a satisfied client and feedback on the quality of outcomes and the engagement approach directly contributes to our Consultants Performance Reviews.</li> </ul>

## Schedule 2: Call-Off Contract charges

- For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Platform pricing document) can't be amended during the term of the Call-Off Contract.
- The Suppliers SFIA Rate Card is included below and will be used for pricing additional Statement of Works throughout the duration of the Contract.

	<b>Strategy and architecture</b>	<b>Business change</b>	<b>Solution development and implementation</b>	<b>Service management</b>	<b>Procurement and management support</b>	<b>Client interface</b>
<b>1. Follow</b>	£550	£550	£550	£550	£550	£550
<b>2. Assist</b>	£775	£775	£775	£775	£775	£775
<b>3. Apply</b>	£1050	£1050	£1050	£1050	£1050	£1050
<b>4. Enable</b>	£1275	£1275	£1275	£1275	£1275	£1275
<b>5. Ensure or advise</b>	£1550	£1550	£1550	£1550	£1550	£1550
<b>6. Initiate or influence</b>	£1770	£1770	£1770	£1770	£1770	£1770
<b>7. Set strategy or inspire</b>	£1950	£1950	£1950	£1950	£1950	£1950

- Costs for the initial Statement of Works is as follows:

Name of Contractor	Role	Day Rate to Contractor (£)	Number of Days	Days Provided Free of Charge	Any Additional Fee (£)	Total Bill Rate (£)	Any additional notes on additional fees included
[Redacted]	Project oversight	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
[Redacted]	Project lead and Cost SME	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	
[Redacted]	Project support	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	
[Redacted]	Vendor mgmt SME	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	
TBC	Architecture lead and SME	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	
						<b>Total Supplier Cost:</b>	<b>£393,084</b>

4. Expenses will be claimed in line with Insolvency Policy
5. A copy of the SFIA Rate Card is attached:



SFIA\_Wavestone\_031  
223.pdf

## Schedule 3: Collaboration agreement – Not Used

Collaboration Agreement Schedule 2 [Not Used]

## Schedule 4: Alternative clauses – Not Used

## Schedule 5: Guarantee – Not Used

## Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
<b>Additional Services</b>	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) which a Buyer may request.
<b>Admission Agreement</b>	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
<b>Application</b>	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Platform).
<b>Audit</b>	An audit carried out under the incorporated Framework Agreement clauses.
<b>Background IPRs</b>	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> <li>• owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes</li> <li>• created by the Party independently of this Call-Off Contract, or</li> </ul> <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
<b>Buyer</b>	The contracting authority ordering services as set out in the Order Form.
<b>Buyer Data</b>	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
<b>Buyer Personal Data</b>	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
<b>Buyer Representative</b>	The representative appointed by the Buyer under this Call-Off Contract.

<b>Buyer Software</b>	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
<b>Call-Off Contract</b>	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
<b>Charges</b>	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
<b>Collaboration Agreement</b>	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
<b>Commercially Sensitive Information</b>	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
<b>Confidential Information</b>	Data, Personal Data and any information, which may include (but isn't limited to) any: <ul style="list-style-type: none"> <li>• information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above</li> <li>• other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').</li> </ul>
<b>Control</b>	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.

<b>Controller</b>	Takes the meaning given in the UK GDPR.
<b>Crown</b>	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.

<b>Data Loss Event</b>	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
<b>Data Protection Impact Assessment (DPIA)</b>	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
<b>Data Protection Legislation (DPL)</b>	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
<b>Data Subject</b>	Takes the meaning given in the UK GDPR
<b>Default</b>	<p>Default is any:</p> <ul style="list-style-type: none"> <li>• breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)</li> <li>• other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract</li> </ul> <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>

<b>DPA 2018</b>	Data Protection Act 2018.
<b>Employment Regulations</b>	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') .
<b>End</b>	Means to terminate; and Ended and Ending are construed accordingly.
<b>Environmental Information Regulations or EIR</b>	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
<b>Equipment</b>	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.

<b>ESI Reference Number</b>	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
<b>Employment Status Indicator test tool or ESI tool</b>	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: <a href="https://www.gov.uk/guidance/check-employment-status-fortax">https://www.gov.uk/guidance/check-employment-status-fortax</a>
<b>Expiry Date</b>	The expiry date of this Call-Off Contract in the Order Form.

<p><b>Force Majeure</b></p>	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> <li>• acts, events or omissions beyond the reasonable control of the affected Party</li> <li>• riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare</li> <li>• acts of government, local government or Regulatory Bodies</li> <li>• fire, flood or disaster and any failure or shortage of power or fuel</li> <li>• industrial dispute affecting a third party for which a substitute third party isn't reasonably available</li> </ul> <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> <li>• any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain</li> <li>• any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure</li> <li>• the event was foreseeable by the Party seeking to rely on Force</li> </ul> <p>Majeure at the time this Call-Off Contract was entered into</p> <ul style="list-style-type: none"> <li>• any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans</li> </ul>
<p><b>Former Supplier</b></p>	<p>A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).</p>
<p><b>Framework Agreement</b></p>	<p>The clauses of framework agreement RM1557.13 together with the Framework Schedules.</p>
<p><b>Fraud</b></p>	<p>Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or</p>
	<p>defrauding or attempting to defraud or conspiring to defraud the Crown.</p>

<b>Freedom of Information Act or FoIA</b>	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
<b>G-Cloud Services</b>	The cloud services described in Framework Agreement Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
<b>UK GDPR</b>	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).
<b>Good Industry Practice</b>	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
<b>Government Procurement Card</b>	The government's preferred method of purchasing and payment for low value goods or services.
<b>Guarantee</b>	The guarantee described in Schedule 5.
<b>Guidance</b>	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
<b>Implementation Plan</b>	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
<b>Indicative test</b>	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.

<b>Information</b>	Has the meaning given under section 84 of the Freedom of Information Act 2000.
<b>Information security management system</b>	The information security management system and process developed by the Supplier in accordance with clause 16.1.
<b>Inside IR35</b>	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
<b>Insolvency event</b>	Can be: <ul style="list-style-type: none"> <li>• a voluntary arrangement</li> <li>• a winding-up petition</li> <li>• the appointment of a receiver or administrator</li> <li>• an unresolved statutory demand</li> <li>• a Schedule A1 moratorium</li> <li>• a Dun &amp; Bradstreet rating of 10 or less</li> </ul>
<b>Intellectual Property Rights or IPR</b>	Intellectual Property Rights are: <ul style="list-style-type: none"> <li>• copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information</li> <li>• applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction</li> <li>• all other rights having equivalent or similar effect in any country or jurisdiction</li> </ul>
<b>Intermediary</b>	For the purposes of the IR35 rules an intermediary can be: <ul style="list-style-type: none"> <li>• the supplier's own limited company</li> <li>• a service or a personal service company</li> <li>• a partnership</li> </ul> It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).

<b>IPR claim</b>	As set out in clause 11.5.
<b>IR35</b>	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
<b>IR35 assessment</b>	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.

<b>Know-How</b>	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or Buyer's possession before the Start date.
<b>Law</b>	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
<b>Loss</b>	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' <b>Losses</b> ' will be interpreted accordingly.
<b>Lot</b>	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
<b>Malicious Software</b>	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

<b>Management Charge</b>	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
<b>Management Information</b>	The management information specified in Framework Agreement Schedule 6.
<b>Material Breach</b>	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
<b>Ministry of Justice Code</b>	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.

<b>New Fair Deal</b>	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
<b>Order</b>	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
<b>Order Form</b>	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
<b>Ordered G-Cloud Services</b>	G-Cloud Services which are the subject of an order by the Buyer.

<b>Outside IR35</b>	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
<b>Party</b>	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
<b>Personal Data</b>	Takes the meaning given in the UK GDPR.
<b>Personal Data Breach</b>	Takes the meaning given in the UK GDPR.
<b>Platform</b>	The government marketplace where Services are available for Buyers to buy.
<b>Processing</b>	Takes the meaning given in the UK GDPR.
<b>Processor</b>	Takes the meaning given in the UK GDPR.
<b>Prohibited act</b>	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>● induce that person to perform improperly a relevant function or activity</li> <li>● reward that person for improper performance of a relevant function or activity</li> <li>● commit any offence: <ul style="list-style-type: none"> <li>○ under the Bribery Act 2010</li> <li>○ under legislation creating offences concerning Fraud</li> <li>○ at common Law concerning Fraud</li> <li>○ committing or attempting or conspiring to commit Fraud</li> </ul> </li> </ul>

<b>Project Specific IPRs</b>	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
<b>Property</b>	Assets and property including technical infrastructure, IPRs and equipment.
<b>Protective Measures</b>	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
<b>PSN or Public Services Network</b>	The Public Services Network (PSN) is the government's high performance network which helps public sector organisations work together, reduce duplication and share resources.
<b>Regulatory body or bodies</b>	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
<b>Relevant person</b>	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
<b>Relevant Transfer</b>	A transfer of employment to which the employment regulations applies.

<b>Replacement Services</b>	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
<b>Replacement supplier</b>	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
<b>Security management plan</b>	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.

<b>Services</b>	The services ordered by the Buyer as set out in the Order Form.
<b>Service data</b>	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
<b>Service definition(s)</b>	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Clause 2 (Services) of the Framework Agreement.
<b>Service description</b>	The description of the Supplier service offering as published on the Platform.
<b>Service Personal Data</b>	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.

<b>Spend controls</b>	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see <a href="https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</a>
<b>Start date</b>	The Start date of this Call-Off Contract as set out in the Order Form.
<b>Subcontract</b>	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
<b>Subcontractor</b>	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
<b>Subprocessor</b>	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
<b>Supplier</b>	The person, firm or company identified in the Order Form.
<b>Supplier Representative</b>	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
<b>Supplier staff</b>	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.

<b>Supplier Terms</b>	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
<b>Term</b>	The term of this Call-Off Contract as set out in the Order Form.
<b>Variation</b>	This has the meaning given to it in clause 32 (Variation process).
<b>Working Days</b>	Any day other than a Saturday, Sunday or public holiday in England and Wales.
<b>Year</b>	A contract year.

## Schedule 7: UK GDPR Information

This schedule reproduces the annexes to the UK GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract and clause and schedule references are to those in the Framework Agreement but references to CCS have been amended.

## Annex 1: Processing Personal Data

This Annex 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 Annex shall be with the Buyer at its absolute discretion.

- 1.1 The contact details of the Buyer's Data Protection Officer are: **[Redacted]**
- 1.2 The contact details of the Supplier's Data Protection Officer are: **[Redacted]**
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Buyer is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, Buyer is the Controller and the Supplier is the Processor of the Personal Data recorded below:</p> <ul style="list-style-type: none"> <li>- Names and Details Linked/Included in Commercial Contracts used by the Insolvency Service</li> <li>- Personal details of Insolvency Service staff working across the Insolvency Service</li> </ul>
Duration of the Processing	For the duration of the Contract 8 <sup>th</sup> January 2024 to 7 <sup>th</sup> January 2026 and any extension (7 <sup>th</sup> January 2027)
Nature and purposes of the Processing	Data will be used to support with analysis and consideration of cost transparency and optimisation opportunities for the Insolvency Service. The supplier will have sight and access to commercially sensitive data which will contain personal details of staff working for suppliers providing 3 <sup>rd</sup> party services to the Insolvency Service. The data will only be what is held by the Insolvency Service (names and work (supplier) contact details. No personal home addresses are held

Type of Personal Data	Name Work Telephone Number Work Address Potential Out of Hours Contact Details
Categories of Data Subject	Suppliers,
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	The supplier will retain access to the data during the duration of the Contract, information will be held on Insolvency Service Laptops which are to be returned at the end of the Contract, any externally held information will be destroyed at the end of the Contract.

**Annex 2: Joint Controller Agreement - Not Used**

## Schedule 8: Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

BETWEEN

Wavestone Advisors UK

AND

Insolvency Service

THIS AGREEMENT is made on [insert date]

BETWEEN:

(1) Insolvency Service of 16th Floor, 1 Westfield Avenue, Stratford, London, E20 1HZ, United Kingdom (the “Authority”); and

(2) Wavestone Advisors UK Limited, (registered in England and Wales with company number 05896422 whose registered office is 29-30 Cornhill, London EC3V 3NF (the “Organisation” and together with the Authority, the “Parties”).

WHEREAS:

Each Party wishes to receive Confidential Information from the other Party for the purpose of undertaking activities in accordance with TIS0644, The Provision of Services to Support the Cost Transparency Project (during which the Confidential Information which is subject to this NDA will be disclosed); note link with clause 2.1.5] (the “Permitted Purpose”).

IT IS AGREED as follows:

## 1 Interpretation

1.1 In this Agreement, unless the context otherwise requires:

**“Confidential Information”** means:

(a) Information, including all personal data within the meaning of the Data Protection Act 1998, and however it is conveyed, provided by the Disclosing Party pursuant to or in anticipation of this Agreement that relates to:

- (i) the Disclosing Party Group; or
- (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party Group;

(b) other Information provided by the Disclosing Party pursuant to or in anticipation of this Agreement that is clearly designated as being confidential or equivalent (whether or not it is so marked) or that ought reasonably to be considered to be confidential which comes (or has come) to the Receiving Party’s attention or into the Receiving Party’s possession in connection with the Permitted Purpose;

(c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants, 3<sup>rd</sup> Party providers or professional advisers and the Receiving Party or any of its directors, officers, employees, consultants and professional advisers in connection with the Permitted Purpose and all matters arising therefrom; and

(d) Information derived from any of the above, but not including any Information that:

- (i) was in the possession of the Receiving Party without obligation of confidentiality prior to its disclosure by the Disclosing Party;
  - (ii) the Receiving Party obtained on a non-confidential basis from a third party who is not, to the Receiving Party’s knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Receiving Party;
  - (iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality;
- or

(iv) was independently developed without access to the Confidential Information;

**“Commercial Information”** all documentation issued by or on behalf of the Authority in relation to its 3<sup>rd</sup> party outsourced services and goods including:

**“Tender Documentation”** all documentation issued by or on behalf of the Authority required to inform, regulate, conduct and complete any Authority procurement or contract process arising out of or in connection with the Permitted Purpose which may lead to the award of a Contract(s) for services.

**“Disclosing Party”** means a Party that directly or indirectly discloses or makes available Confidential Information;

**“Disclosing Party Group”** means:

- (a) where the Disclosing Party is the Organisation, the Organisation and any company that is a holding company or subsidiary or subsidiary undertaking of the Organisation and any subsidiary or subsidiary undertaking of any such holding company; and
- (b) where the Disclosing Party is the Authority, the Authority and any Government Body with which the Authority or the Organisation interacts in connection with the Permitted Purpose and any subsidiary of the Authority;

**“EIRs”** means the Environmental Information Regulations 2004;

**“FOIA”** means the Freedom of Information Act 2000 and any subordinate legislation made under that Act, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Body in relation to such legislation;

**“ Government Body”** means all Central Government Departments and their agencies and non-departmental public bodies;

**“Information”** means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium;

**“Information Return Notice”** has the meaning given to that expression in Clause 5.1;

**“Permitted Purpose”** has the meaning given to that expression in the recital to this Agreement;

**“Receiving Party”** means the Party which directly or indirectly receives or obtains Confidential Information;

“Receiving Party Authorised Person” has the meaning given to that expression in Clause 3.1;

**“Request for Information”** has the meaning set out in FOIA or any apparent request for information under the FOIA or the EIRs;

**“Specified Scope”** has the meaning given to that expression in Clause 5.1;and

### **1.1 In this Agreement:**

1.1.1 a reference to any gender includes a reference to other genders;

1.1.2 the singular includes the plural and vice versa;

1.1.3 the words “include” and cognate expressions shall be construed as if they were immediately followed by the words “without limitation”;

1.1.4 references to any statutory provision include a reference to that provision as modified, replaced, amended and/or re-enacted from time to time (before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;

1.1.5 the expressions "subsidiary", "holding company" and "subsidiary undertaking" shall have the meanings given to them in the Companies Act 2006;

1.1.6 headings are included for ease of reference only and shall not affect the interpretation or construction of this Agreement; and

1.1.7 references to Clauses are to clauses of this Agreement.

### **1.2 Confidentiality obligations**

1.2 In consideration of the Disclosing Party providing Confidential Information, at its discretion, to the Receiving Party, the Receiving Party shall:

1.2.1 treat all Confidential Information as secret and confidential;

1.2.2 have in place and maintain proper security measures and procedures to protect the confidentiality of the Confidential Information (having regard to its form and nature);

1.2.3 not disclose or permit the disclosure of any of the Confidential Information to any other person without obtaining the prior written consent of the Disclosing Party or, if relevant, other owner or except as expressly set out in this Agreement;

1.2.4 not transfer any of the Confidential Information outside the United Kingdom;

1.2.5 not use or exploit any of the Confidential Information for any purpose whatsoever other than the Permitted Purpose; and

1.2.6 immediately notify the Disclosing Party in writing if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Confidential Information.

1.3 The Receiving Party shall be responsible for taking reasonable action to ensure that each Receiving Party Authorised Person to whom it discloses Confidential Information observes the Receiving Party's obligations under this Agreement as if such Receiving Party Authorised Person had undertaken the same obligations as the Receiving Party.

## **2 Permitted Disclosures**

2.1 The Receiving Party may disclose Confidential Information to those of its directors, officers, employees, consultants and professional advisers and auditors (each a "Receiving Party Authorised Person") who:

2.1.1 reasonably need to receive the Confidential Information in connection with the Permitted Purpose; and

2.1.2 have been informed by the Receiving Party:

(a) of the confidential nature of the Confidential Information; and

(b) that the Disclosing Party provided the Confidential Information to the Receiving Party subject to the provisions of a written confidentiality agreement.

2.2 The Receiving Party and each Receiving Party Authorised Person shall be entitled to disclose Confidential Information to the extent that it is required to do so by applicable law or by order of a court or other public body that has jurisdiction over the Receiving Party or Receiving Party Authorised Person, provided that Clause 4 shall apply to disclosures required under the FOIA or the EIRs.

2.3 Before making a disclosure pursuant to Clause 3.2, the Receiving Party or relevant Receiving Party Authorised Person shall, if the circumstances permit:

2.3.1 notify the Disclosing Party in writing of the proposed disclosure as soon as possible (and if possible before the court or other public body orders the disclosure of the Confidential Information); and

2.3.2 ask the court or other public body to treat the Confidential Information as confidential.

### **3 Additional Permitted Disclosures by the Authority and other Government Bodies**

3.1 Where the Disclosing Party is the Organisation, the Authority and any Government Body to which Confidential Information has been disclosed in accordance with Clause 4.1.1, may disclose any of the Confidential Information:

3.1.1 to another Government Body provided that the Authority or relevant Government Body informs the recipient Government Body of the confidential nature of the Confidential Information;

3.1.2 pursuant to the requirements of the FOIA or the EIRs;

3.1.3 to the extent the need for disclosure arises for the purpose of the examination and certification of the accounts of the Authority or relevant Government Body or for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority or relevant Government Body is carrying out its public functions; and/or

3.1.4 if the Authority or Government Body has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a serious criminal offence and the disclosure is being made to a relevant investigating or enforcement authority.

3.2 The Organisation acknowledges that public bodies, including the Authority and other Government Bodies, may be required under the FOIA or the EIRs to disclose Information, including Confidential Information, without consulting or obtaining consent from the Organisation. The Authority shall take reasonable steps to notify the Organisation of a Request for Information (in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Authority or other relevant Government Body shall be responsible for determining in its absolute discretion whether any Confidential Information and/or any other Information is exempt from disclosure in accordance with the FOIA or the EIRs.

3.3 The Organisation shall provide all necessary assistance and cooperation as reasonably requested by the Authority or relevant Government Body to enable the

Authority or relevant Government Body to comply with its obligations under the FOIA and the EIRs.

#### **4 Return of Information and surviving obligations**

4.1 The Disclosing Party may serve a notice (an “Information Return Notice”) on the Receiving Party at any time under this Clause 5.1. An Information Return Notice must specify whether it relates to (i) all Confidential Information provided by the Disclosing Party which is protected by this Agreement or (ii) only specified Information or categories of Confidential Information so protected (in either case, the “Specified Scope”). On receipt of an Information Return Notice, the Receiving Party shall:

4.1.1 subject to Clause 5.2, at the Receiving Party’s option, securely destroy or return and provide to the Disclosing Party documents and other tangible materials that contain any of the Confidential Information within the Specified Scope, including in any case all copies of the relevant documents and other materials made by the Receiving Party and any Receiving Party Authorised Person;

4.1.2 subject to Clause 5.2, ensure, so far as reasonably practicable, that all Confidential Information within the Specified Scope that are held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Receiving Party or Receiving Party’s Authorised Person) from any computer, word processor, voicemail system or any other device containing such Confidential Information; and

4.1.3 make no further use of any Confidential Information which falls within the Specified Scope.

4.2 The provisions of Clauses 5.1.1 and 5.1.2 shall not apply to the extent that the Receiving Party or Receiving Party Authorised Person is required to retain any such Confidential Information by any applicable law, rule or regulation or requirement of any competent judicial, governmental, supervisory or regulatory body or for the purposes of any audit.

4.3 Following any destruction or return of Confidential Information to the Disclosing Party pursuant to Clause 5.1, the Receiving Party’s obligations under this Agreement shall otherwise continue in force without limit of time.

#### **5 General**

5.1 The Receiving Party acknowledges and agrees that all property, including intellectual property rights, in Confidential Information disclosed to it by the Disclosing

Party shall remain with and be vested in the Disclosing Party or relevant member of the Disclosing Party Group.

5.2 This Agreement does not include, expressly or by implication, any representations, warranties or other obligations:

5.2.1 to grant the Receiving Party any licence or rights other than as may be expressly stated in this Agreement;

5.2.2 to require the Disclosing Party to disclose, continue disclosing or update any Confidential Information; or

5.2.3 as to the accuracy, efficacy, completeness, capabilities, safety or any other qualities whatsoever of any Information or materials provided pursuant to or in anticipation of this Agreement.

5.3 The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers or remedies provided by law. No failure or delay by either Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

5.4 Without prejudice to any other rights or remedies that either Party may have, each Party acknowledges and agrees that damages alone may not be an adequate remedy for any breach by a Receiving Party or any Receiving Party Authorised Person of the provisions of this Agreement. Accordingly, each Party acknowledges that the Disclosing Party shall be entitled to the remedies of injunction and specific performance as well as any other equitable relief for any threatened or actual breach of this Agreement and/or breach of confidence and that no proof of special damages shall be necessary for the enforcement of such remedies.

5.5 For the purposes of the Contracts (Rights of Third Parties) Act 1999 no one other than the Parties has the right to enforce the terms of this Agreement.

5.6 Each Party will be responsible for all costs incurred by it or on its behalf in connection with this Agreement.

5.7 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

5.8 To the extent that there is any conflict between this Agreement and the Tender Documentation in relation to Confidential Information which is the subject of confidentiality provisions under both, the Party's rights, duties and obligations under the Tender Documentation shall prevail.

## 6 Notices

6.1 Any notice to be given under this Agreement (each a "Notice") shall be given in writing and shall be delivered by hand and shall be deemed to have been duly given at the time of delivery provided that such Notice is sent to the relevant physical address, and expressly marked for the attention of the relevant individual, set out in Clause 7.2.

6.2 Any Notice:

6.2.1 if to be given to the Authority shall be sent to:

Insolvency Service  
16th Floor, 1 Westfield Avenue, Stratford, London, E20 1HZ Attention  
Attention of: **[Redacted]**

6.2.2 if to be given to the Organisation shall be sent to:

Wavestone Advisors UK Limited,  
29-30 Cornhill, London EC3V 3NF  
Attention of: **[Redacted]**

## 7 Governing law

7.1 This Agreement shall be governed by, and construed in accordance with, English law and any matter claim or dispute arising out of or in connection with this Agreement whether contractual or non-contractual, shall be governed by and determined in accordance with English law.

7.2 Each Party hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any claim or dispute arising out of or in connection with this Agreement.

IN WITNESS of the above this Agreement has been signed by the duly authorised representatives of the Parties on the date which appears at the head of page 1.

For and on behalf of the Insolvency Service

Signature: **[Redacted]**

Date: **[Redacted]**

Name: **[Redacted]** Position: Interim Hd of Commercial

For and on behalf of Wavestone Advisors Ltd

Signature: **[Redacted]**

Date: **[Redacted]**