



Crown  
Commercial  
Service

# Data Services and Analytics

## ORDER FORM

# CONTRACT FOR THE PROVISION OF DATA PLATFORM SERVICES

Reference: C21479

13 January 2023

**MASTER FINAL**



## RM6100 Technology Services 3 Agreement Framework Schedule 4 - Annex 1 Lots 2, 3 and 5 Order Form

### Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 16 June 2021 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

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

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

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

This Order Form will comprise:

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

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

- a) the Framework, except Framework Schedule 18 (Tender);



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

REDACTED VERSION



## Section A General information

<b>Contract Details</b>	
<b>Contract Reference:</b>	C21479
<b>Contract Title:</b>	Data Platform Services
<b>Contract Description:</b>	Provision of Application and Data Management Support Services
<b>Contract potential up to a maximum Value:</b> The Buyer provides no guarantee as to the number of SoWs or value applicable to the contract?	Up to a maximum of £63,000,000. The contract value will be governed by signed Statement of Works (SOW) over the duration of the Call Off Contract
<b>Estimated Year 1 Charges:</b>	£31,500,000.00
<b>Commencement Date:</b> this should be the date of the last signature on Section E of this Order Form	16 January 2023
<b>Buyer details</b>	
<b>Buyer organisation name</b>	The Secretary of State for the Home Department
<b>Billing address</b>	See Attachment 2 Charges and Invoicing Part D Billing Information
<b>Buyer representative name</b>	REDACTED



#### Buyer representative contact details

REDACTED

Buyer Project Reference: C21479

#### Supplier details

##### Supplier name

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

**SVGC Limited**

##### Supplier address

The Old Farm Stables

Middle Yard

Berwick St Leonard

Salisbury

SP3 5SN

##### Supplier representative name

The name of the Supplier point of contact for this Order

REDACTED

##### Supplier representative contact details

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

REDACTED

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

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number. 2022064

#### Guarantor details.

##### Guarantor Company Name



Not Applicable

**Guarantor Company Number**

Not Applicable

**Guarantor Registered Address**

Not Applicable

REDACTED VERSION



## Section B

### Part A – Framework Lot

#### Framework Lot under which this Order is being placed

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

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

### Part B – The Services Requirement

**Commencement Date:** See above in Section A

#### Contract Period

*Guidance Note – this should be a period which does not exceed the maximum durations specified per Lot below:*

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
2	36 (3)
3	60 (5)
5	60 (5)



**Initial Term Months**

24months (2 years)

**Extension Period (Optional) Months**

+12

**Minimum Notice Period for exercise of Termination Without Cause** 90 days

(Calendar days) *Insert right (see Clause 35.1.9 of the Call-Off Terms)*

**Sites for the provision of the Services**

The Supplier will provide the Services from the following Sites:

**Buyer Premises:** Home Office premises Croydon, South London

**Supplier Premises:** The Old Farm Stables Middle Yard Berwick St Leonard Salisbury SP3 5SN

**Third Party Premises:**

Aker Systems, 48 Warwick Street, London, W1B 5LX

Cap Gemini, 40 Holborn Viaduct London EC1N 2PB

**Buyer Assets:** Not Applicable

**Additional Standards:** Not Applicable

**Buyer Security Policy:** Consisting of

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

The above will be made available via the CCS Eportal

- Government Security Classifications:

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

- General Data Protection Regulations:

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

- HMG Security Policy Framework:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/710816/HMG-Security-Policy-Framework-v1.1.doc.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/710816/HMG-Security-Policy-Framework-v1.1.doc.pdf)





**Buyer ICT Policy:**

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

**Insurance**

*Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.*

Third Party Public Liability Insurance (£) - £5,000,000

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

**Buyer Responsibilities**

*Guidance Note: list any applicable Buyer Responsibilities below.*

As described in the SOW's under this Call Off Contract

**Goods:** Not Applicable

**Governance – Option Part A or Part B**

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

The Part selected above will apply this Contract.

**Change Control Procedure – Option Part A or Part B**

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

**Section C**  
**Part A - Additional and Alternative Buyer Terms**



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

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

**Part A – Additional Schedules**

Guidance Note: Tick any applicable boxes below

Additional Schedules	Tick as applicable
S1: Implementation Plan	X
S2: Testing Procedures	X
S3: Security Requirements (either Part A or Part B)	Part B: X
S4: Staff Transfer	X
S5: Benchmarking	X
S6: Business Continuity and Disaster Recovery	
S7: Continuous Improvement	X
S8: Guarantee	X
S9: MOD Terms	

**Part B – Additional Clauses**

Guidance Note: Tick any applicable boxes below

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

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

**Part C - Alternative Clauses**

Guidance Note: Tick any applicable boxes below

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	
Northern Ireland Law	
Joint Controller Clauses	

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



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

### **Additional Schedule S3 (Security Requirements)**

Guidance Note: where Schedule S3 (Security Requirements) has been selected in Part A of Section C above, then for the purpose of the definition of “Security Management Plan” insert the Supplier’s draft security management plan below.

See Annex 1 – Additional Schedule S3 (Security Requirements) clause

### **Additional Schedule S4 (Staff Transfer): See Annex 1 – Amendment to Clause 12 Staff Transfer**

### **Additional Clause C1 (Relevant Convictions)**

Guidance Note: where Clause C1 (Relevant Convictions) has been selected in Part A of Section C above, then for the purpose of the definition of “Relevant Convictions” insert any relevant convictions which will apply to this contract below.

No additional information required.

## Section D

**Supplier Response** See Annex 2 Attachment 1 Service Specification

### **Commercially Sensitive information**

**REDACTED**



## Section E Contract Award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

### SIGNATURES

#### For and on behalf of the Supplier

<b>Name</b>	REDACTED
<b>Job role/title</b>	
<b>Signature</b>	
<b>Date</b>	

#### For and on behalf of the Buyer

<b>Name</b>	REDACTED
<b>Job role/title</b>	
<b>Signature</b>	
<b>Date</b>	



## Attachment 1 – Services Specification Attachment 1 – Services Specification

### Statement of Works (SOW)

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

The proposed SOW template will be in the form agreed from time to time and identify each SOW as being made hereunder and as per the proforma in Annex 2 of this Attachment 1 schedule or otherwise agreed from time to time.

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

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

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

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

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

The Parties recognise and agree that Aker and Capgemini may be used as a Sub-Contractor in providing the Services. Further Sub-Contractors and/or Key Sub-contractors will be identified, where relevant, in a SOW. Aker and Capgemini will be reviewed for whether they should have Key Sub-Contractor status in relation to their scope of work under any SOW, including in relation to the cumulative value of their work under all SOWs.



# Data Services & Analytics (DSA) C21479: DSA Data Platform Services

## Background and Requirements (Ref MASTER 08/02/22)

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## 1 BACKGROUND AND CONTEXT

### 1.1 The Home Office

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

### 1.2 Digital Data & Technology (DDaT)

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

DDaT supports the Home Office Digital Strategy by ensuring that:

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

### 1.3 Data Service & Analytics (DSA)

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

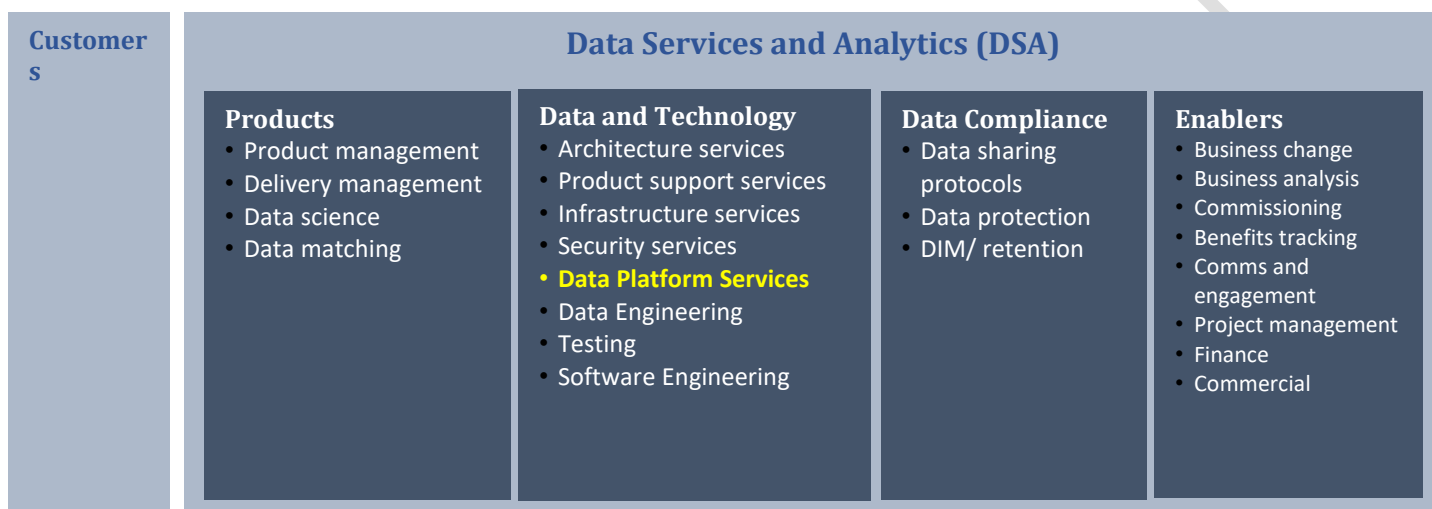
DSA has led the way in professionalising our approach to the acquisition and analysis of data, promoting dynamic insight-led and evidence-based decision-making tools and techniques. This approach, making best use of Home Office data, is critical to the Home Office's transformation and cost-saving goals.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





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

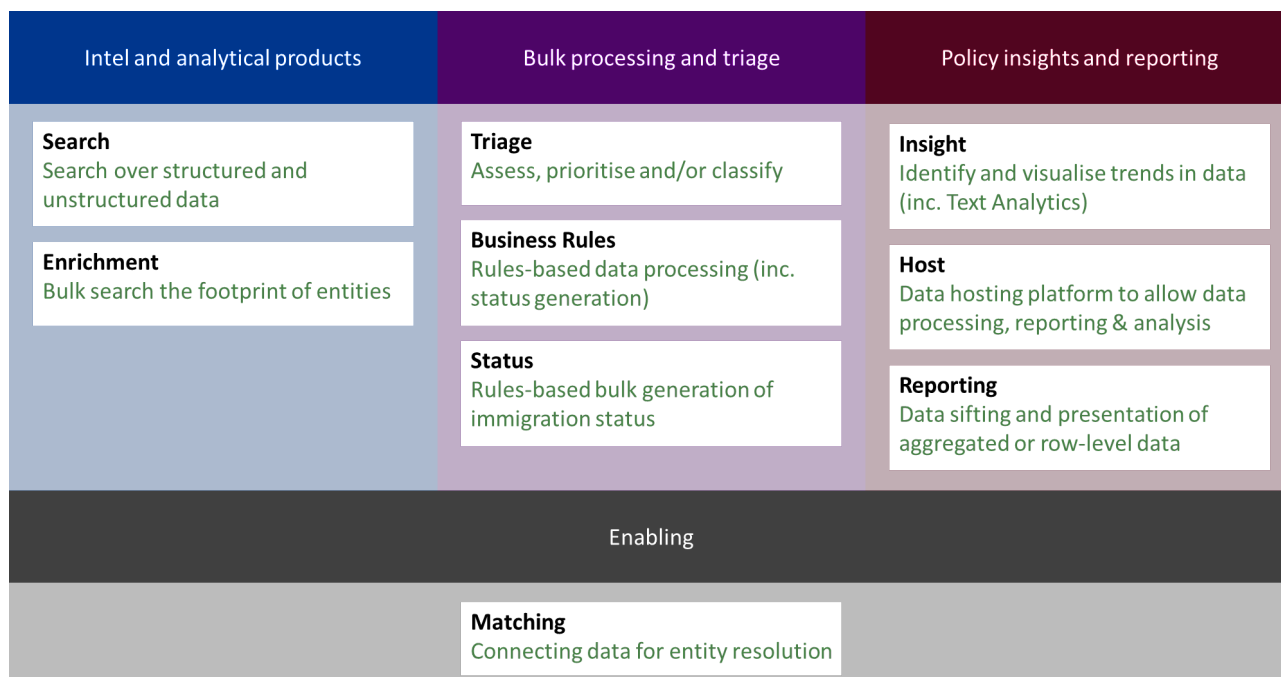
**Figure 1. DSA Organisation**



## 1.4 DSA Products

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

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



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

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

## 1.5 DSA Data Platform and Engineering Services

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

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



Figure 7: DSA Platform and Engineering Services Structure

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

Deployment of both product and tooling upgrades and responsibility for the availability of products and services using logging, monitoring, alerting and dashboarding tools that enable real time monitoring and to its customers fast restoration of services before end users discover issues.



The figure below describes the current Services where the focus has been on establishing the different services and maturing them in situ.

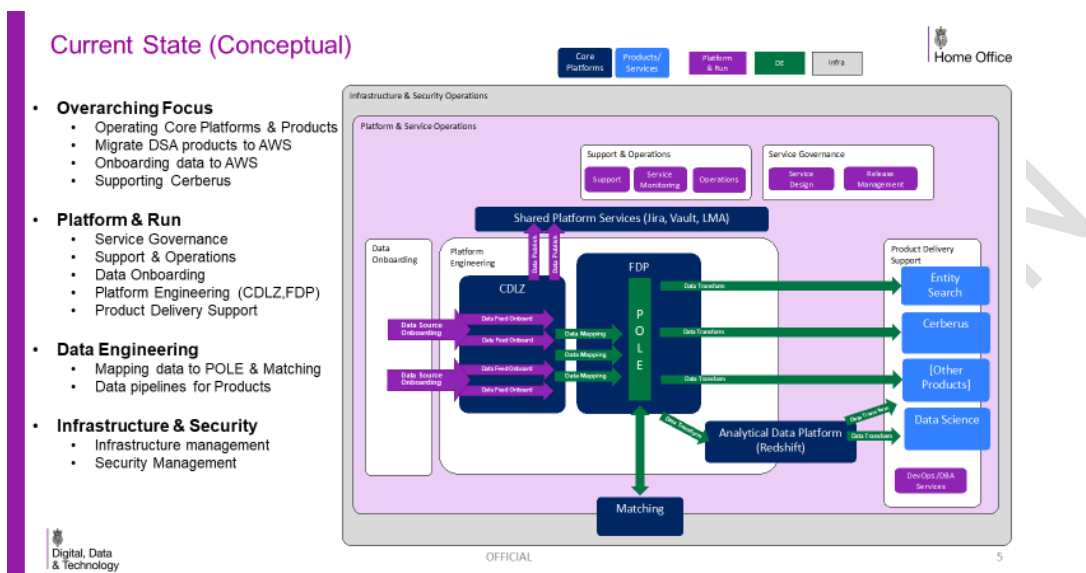


Figure: Current State

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

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

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

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

Larger, more complex and comprehensive customer solutions and requirements are being demanded of the engineering services and these need to be quickly understood and the step change required to support these customers' needs to be planned for as part of the 3-



4 year contract procurement requirement.

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

### Background and Context

#### Data Platform and Engineering

- **Product Support Services**
  - Service Lifecycle Governance
- **Data Platform Services**
  - Core Platform Evolution (CDLZ, FDP, ++)
  - Data Operations
  - Support & Operations
  - Product Delivery Support
- **Infrastructure Optimisation**
  - Infrastructure management
  - Security Management
- **Data Engineering**
  - E2E core data pipeline development
  - Data integration services
  - Data pipelines for Products / Analytics
- **Security**
  - Security Management

Digital, Data & Technology

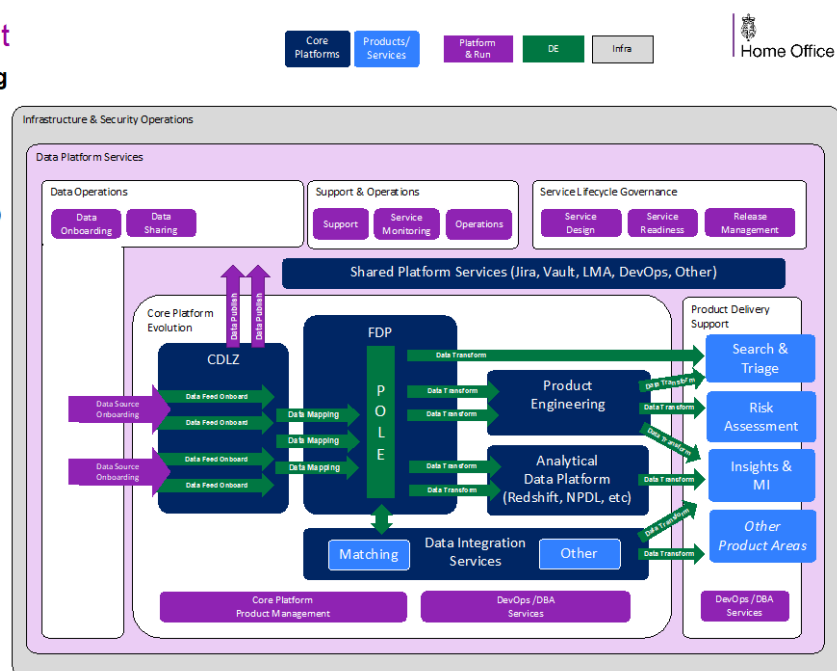


Figure: DSA Future State

REDACTED



## 2 SERVICE SCOPE – DATA PLATFORM SERVICES

The Service provider is expected to meet the following criteria as an integrated service:

### 2.1 Summary

**DSA Data Platform Services** is a fully integrated service that provides level 2 and 3 product and data platform support, DevOps, DataOps, DBA and core engineering services for DSA services Home Office, Other Government Department customers.

The integrated service includes:

- Core Data Platform Services (Support, Improvement, Engineering, Data Operations);
- Product Managed Support Services (see section 2.1.2.1 for 24 products/services);
- Projects & Product Delivery Capability (see section 2.1.3.1 for 9 projects);
- Technical and Service Leadership; and
- Civil Servant Continuous Training/Upskilling.

The service provides **tooling, setup and configuration support for Continuous Integration, Continuous Delivery, Database Administration, Automation, Site Reliability Engineering and the implementation of Platform as a Service** for the deployment of components reliably and repeatedly, using cloud and software engineering tools and techniques to build immutable full stack cloud deployments that enhance collaboration within DSA departments and wider Home Office.

There is a roadmap of **continuous improvements and platform enhancements** outlined in Statement of Works (SoWs) to ensure they continue to meet their evolving user and product needs, delivered through a series of minor changes, service improvements and business change projects. Volumes of work and the capacity of each service and application is generally increasing, whether through migration into AWS or by new requirements, greater data volumes or enhancements. In particular the Cerberus programme delivery of work is growing enormously as is those that require delivery of services or information from new policy areas (for example the new Migration Bill) to Critical and National Important areas of government. This could affect both existing and new products and services.

**Product and platform management** responsibility is also required for the core data platforms (CDLZ, FDP), which collect data from numerous real-time, batch and ad-hoc data sources from the Home Office, Other Government Departments (OGD), Commercial Organisations and Public Data Providers – making data available to many downstream critical services and Data Analysts. These platforms also enable efficient and scalable streaming data transformation of source data into POLE and other domain formats ready for consumption within DSA services and across the Home Office.



### 2.1.1 High level objectives

- The Home Office seeks a Supplier to manage the **DSA Data Platform Services** on secure public cloud environments and a legacy on-premise data centre for Support, Operations, DevOps and enhance core data platforms and a range live critical data products as well as future products being introduced into live service, supporting the delivery and transition of DSA products and the onboarding and sharing of data for DSA. The service is continuous in operation and requires a combination of both reactive and pro-active approach to the work, delivering upon requirements, ensuring maintenance and improvements are actively managed with leadership as well as constant collaboration with the buyer.
- There is an overall demanding objective of, where possible, transitioning more technical and specialist services to full time Home Office staff. This has already begun as part of both DSA and wider DDaT initiatives. These civil service resources must be given priority on work to continuously enable them to develop their skills.
- The Service must complete the support of delivery of these transformational products and deliver on DSA's vision to be at the leading edge of use of data analytics in Government. The Service provide both project and support services to DSA.
- There is a requirement for the Supplier to engage as requested in ad-hoc requests that may be of a critical nature to the Home Office or Government. These may take a few or many resources, data and output considerations, automation, configuration, platform, engineering resources and may need to be enacted upon at speed. There would be a need to do some initial analysis of how this can work and how preparation and anticipation work practices could be used to setup such a service when required.

### 2.1.2 Core Data Platform Services

Provide cloud-based Platform Engineering, Site Reliability Engineering, DevOps, DevSecOps and DataOps functions for both AWS and Azure tooling and solutions, providing support of CI/CD, Infrastructure-as-Code, Database Administration, Automation and enhancements of platforms for business-critical data use cases and security accreditation up to OFFICIAL SENSITIVE.

- **Scope of Core Platform Services REDACTED**

#### 2.1.2.1 Core Platform Managed Support Services

- Provision for the support and maintenance across the DSA environments, their capacity, optimisation, demonstrable backup and restore resilient compliant services management, ensuring the provision of continuous integration, continuous delivery and automation





### Extended Operational Hours Management:

- **Extended Operational Hours Management:**
  - The table below describes the current DSA Extended Hours operational requirement which is also set out in the Pricing Model

Extended Hours					
<p>All extended hours services will start from a baseline of a low level monitoring service that will operate 24/7 using automated mechanisms where possible and developed to expand to across the product set as far as possible.</p> <p>The service will ramp up over time as demand increases for these services. As this is a start-up service a certain amount of flex is applied to the options below so that responses and trends can be monitored, leading to adjustments in the service as a result of monthly and quarterly reviews.</p> <p>Unit cost pricing services base line: Incident Manager, L1 support for logging and triaging, DevOps &amp; DataOps for product &amp; end to end data support Additional units for: Product related DevOps &amp; DataOps, other engineering or development resource, product SME support</p>					
Supported Tiers	Tier description	Service Hours	Call priorities & resolution	Measures	Products already identified that require this service
Tier 1	DPS Managed service. Calls logged out of hours and triaged via the L1 monitoring service. L2 on call. No coded fixes.	L1 07:00-22:00 L2 on call 07:00-22:00. Call out 2 hours L3 resolution from next working day	P1, 1 hour response, target fix in 4 hours P2/3 calls taken to be triaged next day. Normal SLAs apply	Number of incidents a month Number of P1 fixed within timeframes	None currently identified Collaboration with other DSA teams SMEs alongside DPS essential to resolve end to end issues.
Tier 2	Tier 1 + L3 on call to provide investigative services with mitigating actions; coded fixes only on Critical Applications.	L1 24 / 7 / 365 L2 Flexed focussed hours support for end to end process, otherwise on call. Call out 2 hours. L3 on call only	P1, 1 hour response time, target fix in 4 hours P2 calls taken and fixed / mitigated. Normal SLAs apply. P3 calls taken to be triaged next working day	Number of incidents a month Number of P1 fixed within timeframes	<b>CTP, MIDAS &amp; Cerberus</b> services. Collaboration with other DSA teams SMEs alongside DPS essential to resolve end to end issues.
Tier 3	Fully staffed 24/7 service with L3 fix capability	24 /7/365	P1, 30min response time, target fix in 4 hours P2 calls taken and fixed / mitigated if possible but not committed. Normal SLAs apply. P3 calls taken to be triaged next working day	Number of incidents a month Number of P1 fixed within timeframes	None currently identified Collaboration with other DSA teams SMEs alongside DPS essential to resolve end to end issues.

- The Supplier will design the detail and deliver the flexible agreed services for extended hours of operation from past normal working hours to full 24 x 7 x 365 operations as described in the table above,
- The Supplier will provide and / or assist management across DSA on technical improvement services to products to enable this service to operate effectively and efficiently; and
- The Supplier will provide weekly, fortnightly and monthly, as agreed, communications, statistics, trending and reporting services to DSA management and its customers to inform of the effectiveness of the service and ways to optimise costs.





- Deliver and manage continuous improvements to ensure they continue to meet their evolving user needs, delivered through business change projects, service improvements, enhancements, changes and fixes.
- Deliver mature Logging, Monitoring and Alerting (LMA) and Dashboarding for DSA products, applications & services, standardising the approach and implementation so further expansion and maturity can easily occur.
- Support internal services in the delivery of their products and services, including the DSA Security Team, Data Integration Services and Application Engineering.

### 2.1.2.2 Platform Improvements and Engineering

- Deliver a set of platform improvements and engineering projects to CDLZ and FDP platforms according to a technical roadmap agreed between the Buyer and Supplier
  - Capabilities in the CDLZ and FDP technical roadmap can be reprofiled in accordance with changing business priorities; and
  - Replacement capabilities can be interchanged with roadmap items upon agreement between the Buyer and Supplier; and
- Provide Governance and Assurance functions for the CDLZ and FDP platform improvements
  - Ensure CDLZ and FDP solutions/designs that relate to deliverables and outputs are in accordance with the Home Office architecture framework, IT governance and industry best practice;
  - Prepare and present technical architectures/designs through Technical Design Authority (TDA) meetings that relate to deliverables and outputs;
  - Prepare and present security designs through the Home Office GRA Assurance process, with regular attendance at the CDLZ and FDP Security Working Group (SWG); and
  - Authoring and maintaining the Data Protection Impact Assessment (DPIA) for CDLZ and FDP.

### 2.1.2.3 Data Platform Onboarding and Operations

- Provide a comprehensive data engineering operations team (Data Ops) that provides investigative & coding support to existing live data feeds, escalating to Data Engineering and Product teams where required.



- Provide comprehensive data onboarding and sharing service of new and existing carrier and other data source connectivity and data feeds:
  - Complete the technical impact assessments of new data sources on receipt of sample data and completed technical questionnaire;
  - Data Supplier Engagement (where no Home Office engagement team exists);
  - Process management and facilitation of approvals for DSA, including MOU and commercial agreements (where not otherwise available already); and
  - Complete testing in accordance with the quality assurance guidelines, utilising Home Office testing teams whenever possible.

### 2.1.3 Product Managed Support Services

Provision for the product support and maintenance across the DSA environments, their capacity, optimisation, demonstrable backup and restore resilient compliant services management, ensuring the provision of continuous integration, continuous delivery and automation. Responsibility for how code is deployed, configured, and monitored, as well as the availability, latency, change management, emergency response, and capacity management of services in production, to ensure maximum service availability at all times, the implementation of changes will be through arranged out of core business hours or via the efficient implementation of automated Blue/Green deployments during core business hours.

#### 2.1.3.1 Scope of Products and Services REDACTED

- Other external products and services.

### 2.1.4 Projects & Product Delivery Capabilities and Resources

- Deliver DevOps, DataOps and support resources and services to help enable DSA project and product teams, requiring:
  - **Service Transition** – Support DSA internal and product teams getting support transitioned to the DSA live services;
  - **Design and Setup** – Support onboarded internal and product teams in the design and setup of product-specific cloud operating environments;
  - **Product DevOps** – Support onboarded internal and product teams setting up DevOps, CI/CD automation for their products, and provide cost optimisation as part of the AIS or thereafter;
  - **Site Reliability Engineering (SRE)** - Support product teams to determine what new features can be launched into Production and when by using



service-level agreements (SLAs) to define the required reliability of the products through service-level objectives (SLOs)

- **Application Maintenance** – Support internal and onboarded product teams in maintaining and upgrading their applications and services;
- **Connectivity** – Support onboarded internal and product teams in establishing and maintaining connectivity to other systems and service; and
- Catering for the potential expansion of these and other services expected to become live over the contract period.

#### 2.1.4.1 Scope of Project and Product Delivery REDACTED

#### 2.1.5 Technical and Service Leadership

- Provide Technical Leadership support.
- Provide Service Architecture Leadership support.
- Provide DevOps, DataOps and Site Reliability Engineering support for the core data platform and products
- Provide Service Management Leadership Support to Release, Incident, Problem Change, Service Fulfilment services, products and data Transition Services, Service Desk Management services.
- Provide Data Management support of data sources / feeds ingested into CDLZ, FDP and Redshift or equivalent products.
- Provide management for SLAs and Service Credits, which will be set out in a further document.

#### 2.1.6 Civil Servant Continuous Training/Upskilling

- Continuous training services for junior contract and Home Office Civil Service technical staff as recruited throughout the lifetime of the contract.

#### 2.2 Immediate Areas for Delivery

The Supplied will focus on delivering the following requirements as part of a short mobilisation Statement of Work. Other requirements may need to be included and a review will be done prior to starting this mobilisation work.

- Identified transition products and services are completed.
- Onboarding of the new AWS and Azure services and products are migrated from the physical data centre to the cloud.



- Continued support and further set-up of all database solutions.
- LMA-D maturity and establishment of end-to-end dashboarding capability throughout DSA products and services.
- Optimisation of tooling across DSA environments to enable cost and operational benefits'
- The migration of Atlassian toolset into the cloud.
- Management of end to end data pipeline process and governance for both support and development services.
- Optimisation of operational and resourcing support, processes and governance with Infrastructure, Matching, Application Engineering and Data Integration Services teams.
- Strategic set-up and delivery of Out of Hours / 24/7/365 operations for specific products and services with the ability to scale.

## 2.3 Statements of Work and Documentation

Statements of Work (SoW) will be mutually agreed throughout the contracted period on a routine basis, typically covering 3–6 month periods.

- Initially it is expected that a 3-month SoW will be implemented to assess initial requirements followed by delivery of a focussed mobilisation of teams, organisational agreements with the customer and initial urgent deliverables.
- A second SoW to deliver specific products and services outcomes and improvements will follow with subsequent SOW's thereafter.
- In parallel, the development of strategic deliverables roadmap for the foreseeable planning periods.
- Plan for ad-hoc capability whether immediate, short term or bigger effort requests.

### 2.3.1 Statement of Work: Examples of Service Improvement Deliverables

Listed below are some examples SoW Service Improvement Deliverables, which require more detailed requirements and acceptance criteria. Under any SoW the Customer may exchange items of equivalent software engineering effort with other items on agreement with the Supplier:

- management and oversight of the product migrations from the current on-premise data centre to AWS and Azure;
- the continuing support and further setup and maintenance of all database solutions;
- the establishment and delivery of all data onboarding requirements from DSA customers;



- LMA maturity and establishment and ongoing running of end-to-end dashboarding capability throughout DSA products;
- Data Platform CI/CD pipeline improvements to provide monitoring and data throttling within the pipelines in CDLZ/FDP to manage variations in data volume;
- Maintain Greenplum capacity, performance & resilience. Install the Greenplum software binaries and run performance tests. Maintain DB, backups, capacity usage, performance and resilience to DSA requirements to reduce interference with live operations to an absolute minimum.
- Application Container Improvement. Collaborate with infrastructure team to upgrade server operating systems in order to upgrade the current application container framework used for running applications;
- Repository Management Improvements. Upgrade Artifactory repository management application and improve updating of key repositories used by data engineers and scientists; and
- Ongoing training (and the associated documentation, supporting the training) of technical civil service technical staff at all levels and post-graduate junior supplier staff in the engineering disciplines required to work alongside you in the delivery of this contract.

## 2.4 Documentation and knowledge transfer

The Supplier will maintain a transparent documentation process strategy which is agile in operation yet with detail to both overall service delivery level down to specific product and component, change or enhancement to new starter (with appropriate skills) level.

A continuous learning approach is required so that issues on any aspect of the work are learnt from, actions taken to remediate and active monitoring in place to prevent a repetition of any issue.

The Supplier will create and regularly review with the Customer a strategy and the implementation of a continuous knowledge transfer and appropriate transfer activity when resources change and when the contract ends.



### 3 CAPABILITY REQUIREMENTS

This section sets out the **Summary of Service Requirements** to be provided over the contract period where capabilities are required across multiple DSA products.

The Supplier will lead the Platform Services of DSA’s live services in cloud-hosted and an on-premise data centre, supporting a range of live critical products as well as future products that are introduced into live service during the contract. A project to migrate on premise data centre products to the cloud is currently ongoing.

These requirements outline the activities the Supplier will be tasked with and the role it will play. The Supplier will be undertaking these activities in a multi-disciplinary / multi-vendor environment.

#### 3.1 General

Reference ID	Requirement	Supplier Response
GEN001	<p>The Supplier will provide views on approaches to assure delivery of outcomes, and demonstrate extensive experience of successful delivery of:</p> <ul style="list-style-type: none"> <li>○ projects, incorporating the whole project lifecycle, in an agile environment;</li> <li>○ working in a secure environment handling sensitive data;</li> <li>○ the ability to manage and drive value for money for our customers; and</li> <li>○ succession and capability planning, including the ability to scale up the team with suitable skilled resource to meet demand within a reasonable timeframe (typically at least one month’s notice will be provided)’</li> </ul>	SUPPLIER RESPONSE REDACTED FOR ALL SECTIONS
GEN002	The Supplier will commit to a successful, long term partnership and achievement of the Home Office objectives, including the continuous knowledge transfer to HO staff.	
GEN003	The Supplier will fit seamlessly into a multi-supplier environment on a large and complex programme.	



<b>GEN004</b>	The Supplier will ensure all personnel hold or are prepared to undergo security clearance to SC level.	
<b>GEN005</b>	The Supplier will commit to Home Office values, including valuing diversity and inclusion.	
<b>GEN006</b>	The Supplier will sign and work in accordance with the Collaboration Agreement set out in the Call Off Contract	
<b>GEN007</b>	The Supplier will conduct standard activities such as planning, measuring and reporting; management of risks, issues and dependencies; change management; product assurance; general quality assurance and other governance processes.	
<b>GEN008</b>	The Supplier will support continuous improvement of the programme, supported by monitoring and constantly striving to improve the quality and pace of programme delivery.	
<b>GEN009</b>	The Supplier will be responsible for resolution of changes and issues in the existing and future solutions in the timeframes required by the Buyer.	
<b>GEN010</b>	The Supplier will commit to regularly sharing lessons learned with the Buyer.	
<b>GEN011</b>	The Supplier will engage with key partners, programmes and stakeholders as necessary.	
<b>GEN012</b>	The Supplier will adhere to Programme, Home Office and GDS standards and governance processes and policies as published on Confluence.	
<b>GEN013011</b>	The Supplier will use the Programme's documentation and collaborative tooling (e.g. Confluence & Jira), continuous integration (e.g. Drone, Jenkins, Git, Stash) toolsets and other shared service applications. All Supplier personnel will be required to sign and abide by an End User / SyOps Agreement to access the DSA Environment tools and access the Programme tools via non-Home Office devices (where applicable).	





<b>GEN014</b>	The Supplier will assure all deliverables and products against the logical and physical architectures and environment designs in accordance with the Home Office Assurance and Approvals procedure.	
<b>GEN015</b>	The Supplier will familiarise themselves and adhere to the Home Office policies on anti-bullying and diversity.	
<b>GEN016</b>	The core Service will be located at the Home Office's Croydon offices. Office location space is limited within the Home Office and, in general, the Supplier should assume working from their own offices and/or, where appropriate, virtually (e.g., from home). From time to time, there will be a mandated requirement to attend specific locations for delivery – e.g., if a dataset has handling requirements which demand that users must be based from recognised Home Office locations.	
<b>GEN017</b>	The Supplier will develop strong collaborate working relationships with existing Customer portfolio teams and with other suppliers supporting the Home Office DSA.	
<b>GEN018</b>	The Supplier will provide an established team who have a good working relationship where team members are self-starters, self-managing and can work at pace.	
<b>GEN019</b>	The Supplier will provide a team that drives ongoing tooling/process innovation, exploring industry improvements; making operational efficiencies and can demonstrate a reduction in costs.	
<b>GEN020</b>	The Supplier will have experience and the ability to manage and drive value for money for our customers.	
<b>GEN021</b>	The Supplier will provide capacity and capability planning with a lead time of 12 weeks following notification from the Buyer to provide the following services to include:	





	<ul style="list-style-type: none"><li>○ the ability to scale up and down the team with suitable skilled resource to meet demand within a reasonable timeframe (agreed between the parties)</li><li>○ ongoing support, training, upskilling &amp; transition of skills and techniques to Sparta Global or similar junior and civil service DevOps &amp; DataOps Engineers, DBAs and technical Service Management staff; and</li><li>○ Ongoing documentation during the term of the contract and knowledge transfer to successors as identified / informed by the Home Office.</li></ul>	
<b>GEN022</b>	The Supplier will plan and implement a comprehensive transition plan as part of pre-contract start work, with detailed steps it will take to successfully onboard resources with a 12 week lead-time for onboarding purposes, transfer knowledge and understand the skill sets required for quickly establishing capability and delivery in all areas of the requirement by the end of the 3 month mobilisation period.	
<b>GEN023</b>	The Supplier will provide a comprehensive, interactive and proactive reporting service, including: <ul style="list-style-type: none"><li>• A weekly reporting service to the Operational Contract Manager and Buyer Service Delivery Manager, including a summary on a page of all incidents, problem, change, change and release metrics, with weekly update meetings on progress through agile reporting methods;</li><li>• Fortnightly reporting to the Operational Contract Manager and Buyer Delivery Manager , including any SLA and KPI statistics, with ability to describe how all these</li></ul>	



	<p>contribute to Buyer delivery goals as a whole;</p> <ul style="list-style-type: none"> <li>• Monthly reporting as per fortnightly but also for monthly service &amp; commercial reviews, giving projection and trending analysis; and</li> <li>• Adhoc reporting on key areas, especially incidents and products, project and programme updates.</li> </ul>	
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### 3.2

### 3.3 Technical

Reference ID	Requirement	Supplier Response
<b>TECH001</b>	The Supplier will provide implementation & running DevOps as a Service DataOps, DBA and 2 <sup>nd</sup> and where agreed 3 <sup>rd</sup> line Product Support Services with 24/7/365 service hours of multiple secure enterprise-scale critical products and services in complex, hybrid on-premise data centre and cloud environments - accredited to UK Government OFFICIAL and OFFICIAL-SENSITIVE.	
<b>TECH002</b>	The Supplier will have expertise and proven experience of working with agile ITIL v4 Service Management processes, including Service Desk, Incident, Problem, Service Fulfilment, Change and Release Management.	
<b>TECH003</b>	The Supplier will have strong leadership skills with accountability for DevOps and cloud platform architecture, DataOps and BAU end-to-end data management BAU, security and governance approvals	



	for new technologies through Home Office TDA/SWG.	
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### 3.4 Techniques and Domain Knowledge

Reference ID	Requirement	Supplier Response
<b>TEDK001</b>	The Supplier will support a centralised data service and analytics function, working with large-scale (multi-terabyte) and sensitive data with strict security access and processes, including supporting critical real-time carrier and other data feeds.	
<b>TEDK002</b>	The Supplier will run large and complex data management platforms with scalable and efficient processes, ensuring all the relevant data security, protection and data sharing approvals are in-place, including regular comprehensive service reporting.	
<b>TEDK003</b>	The Supplier will provide Agile environment DevOps services that aspire to optimise efficiency and the removal of unnecessary overheads, including experience with cost optimisation techniques on public cloud.	
<b>TEDK004</b>	The Supplier will provide support services for the transition of services to Cloud environments.	
<b>TEDK005</b>	The Supplier must hold AWS and other certifications relevant for the essential tooling and operational landscape.	
<b>TEDK006</b>	The Supplier will build products and services that have passed the Government Digital Service (GDS) standard assessments.	
<b>TEDK007</b>	The Supplier will build and deploy applications and DevOps services with the Home Office Application	



	Container Platform, a managed Kubernetes platform on AWS.	
<b>TEDK008</b>	The Supplier will be responsible for recording solutions and documenting them in the Buyer repository.	
<b>TEDK009</b>	The Supplier will provide strong leadership with accountability for product DevOps Services as described and service management and support for multiple product teams and users.	
<b>TEDK010</b>	The Supplier will implement and support, at Level 2 and where agreed 3, the automation of end-to-end services to enable the fast provision of products and business services for software and applications (not physical infrastructure).	
<b>TEDK011</b>	The Supplier will provide pro-active services that support all other areas of the Buyer.	
<b>TEDK012</b>	The Supplier will ensure that minor changes and service improvements are undertaken as required and completed within mutually agreed timescales.	

### 3.5 Infrastructure, Cloud and Security

Reference ID	Requirement	Supplier Response
<b>INCS001</b>	The Supplier will contribute to the design as required and implementation of planned public cloud solutions.	
<b>INCS002</b>	The Supplier will provide expert knowledge on how AWS and Azure services are integrated and secured in an operational data processing platform and the underlying technologies, including extensive experience of serverless technologies.	



<b>INCS003</b>	The Supplier will provide AWS networking, security and management capabilities including: VPCs, Subnets, NAT Gateways, IAM, Routing, Firewalls, Security Groups, Directory Services, CloudTrail, CloudWatch and GuardDuty.	
<b>INCS004</b>	The Supplier will provide full stack engineering expertise and practical hands-on knowledge to promote continuous delivery and improvement of cloud services on AWS including infrastructure and application build pipelines; containerisation platforms; development tooling; security management tooling.	
<b>INCS005</b>	The Supplier will support applications running on Linux distributions and Windows server operating systems, including Red Hat Enterprise Linux (RHEL), Alpine, CentOS, CoreOS and Microsoft Windows Server.	
<b>INCS006</b>	The Supplier will build, deploy and troubleshoot containerised applications in Docker, and the deployment and running on container orchestration platforms such as Kubernetes	
<b>INCS007</b>	The Supplier will implement enterprise-class data governance, data protection and data security in compliance with industry standards including ISO-27000.	
<b>INCS008</b>	The Supplier will provide expertise to deliver continuous improvement of security controls against risk assessments, including ITHC testing.	
<b>INCS009</b>	The Supplier will conduct all common administrative tasks e.g., backups, restores, disaster recovery, documentation,	



	automation management, are practiced and solutions improved on as part of continuous delivery, without data loss.	
<b>INCS010</b>	The Supplier will implement active logging, monitoring, alerting and dashboarding of all Infrastructure to aid automated repair or resolution of issues from implemented services across the DSA.	
<b>INCS011</b>	The Supplier will implement and support the transition of identified services to public cloud.	
<b>INCS012</b>	The Supplier will design, deploy and support authentication mechanisms including, Active Directory, OpenID, SAML and FreeIPA.	
<b>INCS013</b>	The Supplier will implement automated build of cloud-based databases.	
<b>INCS014</b>	The Supplier will have in-depth knowledge of CI/CD based automation.	
<b>INCS015</b>	The Supplier will automate provisioning of large-scale cloud data matching clusters.	
<b>INCS016</b>	Not Applicable	
<b>INCS017</b>	Not Applicable	
<b>INCS018</b>	Not Applicable	
<b>INCS019</b>	Not Applicable	
<b>INCS020</b>	The Supplier will demonstrate in-depth knowledge of deploying and configuring of proxy devices.	
<b>INCS021</b>	The Supplier will support backup and archiving as identified by the Buyer.	

### 3.6 CI/CD and Test Automation

Reference ID	Requirement	Supplier Response
<b>CICTA001</b>	The Supplier will recommend and contribute to continuous improvement and delivery of	



	solutions and operations to the Buyer Operational Contract Manager or Buyer Service Delivery Manager as appropriate.	
<b>CICTA002</b>	The Supplier will provide expertise CI/CD tooling including Drone CI and Jenkins and Infrastructure-as-Code (IAS) technologies such as Packer, Ansible and Terraform to manage and support Cloud and on premise products in secure environments.	
<b>CICTA003</b>	The Supplier will mature the current release management service by the following, automate deployments with proven continuous delivery practices, build various CI/CD pipelines and test automation such as SonarQube, DBFit, Fitesse and Cucumber	
<b>CICTA004</b>	The Supplier will provide Source Code, Artefact Binary Management and Test Automation tooling including GitHub, GitLab, Artifactory and Quay.io.	

### 3.7 Logging, Monitoring, Alerting, Dashboarding and Collaboration

Reference ID	Requirement	Supplier Response
<b>LMADC001</b>	The Supplier will implement, improve and maintain cloud-based Logging, Monitoring, Alerting and Dashboarding solutions to diagnose incidents and for reporting purposes, enabling swift and one-time only resolution of complex issues, including Nagios, Sysdig, ELK Stack and Grafana, serving the requirements of Home Office 1 <sup>st</sup> line and Management reporting.	
<b>LMADC002</b>	The Supplier will design, deploy and support Shared Services and Atlassian products including Jira software and Jira Service Desk, Microsoft SharePoint, Slack,	



	RocketChat and Sparx Enterprise Architect.	
<b>LMADC003</b>	The Supplier will implement strong LMA-D (logging, monitoring, alerting and dashboarding) for all solutions implemented, including them as part of design by default, from end to end.	
<b>LMADC004</b>	The Supplier will work collaboratively with Home Office technical staff to deliver these outcomes.	
<b>LMADC005</b>	The Supplier will design, deploy and support the ELK Stack (ElasticSearch, Logstash and Kibana) and Graylog.	
<b>LMADC006</b>	The Supplier will design, deploy and support monitoring and alerting applications including Nagios, Prometheus and SysDig.	
<b>LMADC007</b>	The Supplier will design and build dashboard applications using common web application stacks including MEAN and MERN.	

### 3.8 Data and Analytics Platforms and Tooling

Reference ID	Requirement	Supplier Response
<b>DAPT 001</b>	The Supplier will build, automate and support cloud and on-premise databases including Oracle and PostgreSQL, MPP databases including Greenplum and Redshift, In-Memory Caching technologies including Redis, and NoSQL databases including DynamoDB, InfluxDB, Neo4J and MongoDB.	
<b>DAPT002</b>	The Supplier will design, deploy and support Job Scheduling, Data Integration/ETL and Business Intelligence / Analytics software including ActiveEon and SAS DI, Microsoft PowerBI and Tableau 2018/2020.	





<b>DAPT003</b>	The Supplier will deploy and support messaging applications and AWS services including MSK, Kafka Streams (Open Source and Confluent stack), RabbitMQ, SQS and SNS.	
<b>DAPT004</b>	The Supplier will set up and manage IBM MQ Series clusters.	
<b>DAPT005</b>	The Supplier will support large-scale cloud data matching clusters.	
<b>DAPT006</b>	The Supplier will provide focussed DevOps resources for each of the critical applications.	
<b>DAPT007</b>	The Supplier will build and support RDS databases including PostgreSQL and MySQL.	
<b>DAPT008</b>	The Supplier will support to an expert level MPP databases including Greenplum and Redshift.	
<b>DAPT009</b>	The Supplier will support to an expert level of In-Memory Caching technologies including Redis..	
<b>DAPT010</b>	The Supplier will support to an expert level Business Intelligence / Analytics software, including Microsoft Power BI.	
<b>DAPT011</b>	The Supplier will implement services for technical teams enhancing collaboration between teams in the DSA.	

### 3.9 Scripting and Coding

Reference ID	Requirement	Supplier Response
<b>SCC001</b>	The Supplier will build and support applications in Python (including Django and PySpark), Java (including Spring Boot), JavaScript (including Node.js), and command-line scripting languages including Bash and PowerShell.	



## 4 ADDITIONAL PRODUCT SPECIFIC REQUIREMENTS

This section outlines distinct capabilities that are required within DSA products.

The Buyer has introduced the DPS Managed Service Matrix which over the life of the contract will reflect the specific live Services that are in scope at any given time during the Contract Term see Annex 1. In the event of conflict between the Service Requirements and the DPS Managed Service Matrix the order of precedence will be led by the Managed Service Matrix.

### 4.1 Core Data Platform Services REDACTED

#### 4.1.1.1 Techniques and Domain Knowledge REDACTED

#### 4.1.1.2 Data and Analytics Platforms and Tooling REDACTED

#### 4.1.1.3 Scripting and Coding REDACTED

#### 4.1.1.4 CDLZ Package Responsibilities REDACTED

### 4.1.2 Fast Data Pipelines (FDP) REDACTED

#### 4.1.2.1 Techniques and Domain Knowledge REDACTED

#### 4.1.2.2 Data and Analytics Platforms and Tooling REDACTED

#### 4.1.2.3 Scripting and Coding REDACTED

#### 4.1.2.4 FDP Package Responsibilities REDACTED

### 4.1.3 Analytical Data Platform REDACTED

#### 4.1.3.1 Technical REDACTED

#### 4.1.3.2 Techniques and Domain Knowledge REDACTED

#### 4.1.3.3 Infrastructure, Cloud and Security REDACTED

#### 4.1.3.4 Logging, Monitoring, Alerting, Dashboarding and Collaboration REDACTED

#### 4.1.3.5 Data and Analytics Platforms and Tooling REDACTED



#### **4.1.4 Legacy Data Ingestion (aka SAS, ActiveEon) REDACTED**

##### **4.1.4.1 Technical REDACTED**

##### **4.1.4.2 Techniques and Domain Knowledge REDACTED**

##### **4.1.4.3 Infrastructure, Cloud and Security REDACTED**

##### **4.1.4.4 CI/CD and Test Automation REDACTED**

##### **4.1.4.5 Logging, Monitoring, Alerting, Dashboarding and Collaboration REDACTED**

##### **4.1.4.6 Data and Analytics Platforms and Tooling REDACTED**

##### **4.1.4.7 Scripting and Coding REDACTED**

#### **4.1.5 Legacy Data Hosting (Greenplum) REDACTED**

##### **4.1.5.1 Technical REDACTED**

##### **4.1.5.2 Techniques and Domain Knowledge REDACTED**

##### **4.1.5.3 Infrastructure, Cloud and Security REDACTED**

##### **4.1.5.4 Logging, Monitoring, Alerting, Dashboarding and Collaboration REDACTED**

##### **4.1.5.5 Scripting and Coding REDACTED**

#### **4.2 Shared Services REDACTED**

##### **4.2.1.1 Technical REDACTED**

##### **4.2.1.2 Techniques and Domain Knowledge REDACTED**

##### **4.2.1.3 Infrastructure, Cloud and Security REDACTED**

##### **4.2.1.4 CI/CD and Test Automation REDACTED**

##### **4.2.1.5 Logging, Monitoring, Alerting, Dashboarding and Collaboration REDACTED**

##### **4.2.1.6 Data and Analytics Platforms and Tooling REDACTED**

##### **4.2.1.7 Scripting and Coding REDACTED**

#### **4.3 Data Ingestion Integration and Propagation REDACTED**

##### **4.3.1 Management Information Data Analysis Services (MIDAS) REDACTED**

##### **4.3.1.1 Techniques and Domain Knowledge REDACTED**

##### **4.3.1.2 Infrastructure, Cloud and Security REDACTED**

##### **4.3.1.3 CI/CD and Test Automation REDACTED**

##### **4.3.1.4 Logging, Monitoring, Alerting, Dashboarding and Collaboration REDACTED**

##### **4.3.1.5 Data and Analytics Platforms and Tooling REDACTED**



**4.3.1.6 Scripting and Coding REDACTED**

**4.3.2 Event Data Conversion Service REDACTED**

**4.3.2.1 Techniques and Domain Knowledge REDACTED**

**4.3.2.2 Infrastructure, Cloud and Security REDACTED**

**4.3.2.3 CI/CD and Test Automation REDACTED**

**4.3.2.4 Logging, Monitoring, Alerting, Dashboarding and Collaboration REDACTED**

**4.3.2.5 Data and Analytics Platforms and Tooling REDACTED**

**4.3.2.6 Scripting and Coding REDACTED**

**4.3.3 Rail & Maritime Data Delivery (R&M) REDACTED**

**4.3.3.1 Technical REDACTED**

**4.3.3.2 Techniques and Domain Knowledge REDACTED**

**4.3.3.3 CI/CD and Test Automation REDACTED**

**4.3.3.4 Scripting and Coding REDACTED**

**4.3.4 Border Flow Service Data Delivery REDACTED**

**4.3.4.1 Technical REDACTED**

**4.3.4.2 Techniques and Domain Knowledge REDACTED**

**4.3.4.3 Infrastructure, Cloud and Security REDACTED**

**4.3.4.4 CI/CD and Test Automation REDACTED**

**4.3.4.5 Scripting and Coding REDACTED**

**4.4 Intelligence Products REDACTED**

**4.4.1 Entity Search REDACTED**

**4.4.1.1 Techniques and Domain Knowledge REDACTED**

**4.4.1.2 Infrastructure, Cloud and Security REDACTED**

**4.4.1.3 Data and Analytics Platforms and Tooling REDACTED**

**4.4.1.4 Logging, Monitoring, Alerting, Dashboarding and Collaboration REDACTED**

**4.4.1.5 Scripting and Coding REDACTED**



#### **4.4.2 Intelligence Document Search (IDS) REDACTED**

##### **4.4.2.1 Technical REDACTED**

##### **4.4.2.2 Techniques and Domain Knowledge REDACTED**

##### **4.4.2.3 Infrastructure, Cloud and Security REDACTED**

##### **4.4.2.4 Logging, Monitoring, Alerting, Dashboarding and Collaboration REDACTED**

##### **4.4.2.5 Data and Analytics Platforms and Tooling REDACTED**

##### **4.4.2.6 Scripting and Coding REDACTED**

#### **4.4.3 Universal Enrichment Service (UES) REDACTED**

##### **4.4.3.1 Technical REDACTED**

##### **4.4.3.2 Techniques and Domain Knowledge REDACTED**

##### **4.4.3.3 Infrastructure, Cloud and Security REDACTED**

##### **4.4.3.4 CI/CD and Test Automation REDACTED**

##### **4.4.3.5 Logging, Monitoring, Alerting, Dashboarding and Collaboration REDACTED**

##### **4.4.3.6 Data and Analytics Platforms and Tooling REDACTED**

##### **4.4.3.7 Scripting and Coding REDACTED**

#### **4.4.4 Border Force Intelligence (Cerberus) REDACTED**

##### **4.4.4.1 Technical REDACTED**

##### **4.4.4.2 Techniques and Domain Knowledge REDACTED**

##### **4.4.4.3 Infrastructure, Cloud and Security REDACTED**

##### **4.4.4.4 CI/CD and Test Automation REDACTED**

##### **4.4.4.5 Logging, Monitoring, Alerting, Dashboarding and Collaboration REDACTED**

##### **4.4.4.6 Data and Analytics Platforms and Tooling REDACTED**

##### **4.4.4.7 Scripting and Coding REDACTED**



#### **4.5 Triage Products REDACTED**

##### **4.5.1 Triage & Manage (TRaM) REDACTED**

###### **4.5.1.1 Technical REDACTED**

###### **4.5.1.2 Techniques and Domain Knowledge REDACTED**

###### **4.5.1.3 Infrastructure, Cloud and Security REDACTED**

###### **4.5.1.4 CI/CD and Test Automation REDACTED**

###### **4.5.1.5 Logging, Monitoring, Alerting, Dashboarding and Collaboration REDACTED**

###### **4.5.1.6 Data and Analytics Platforms and Tooling REDACTED**

###### **4.5.1.7 Scripting and Coding REDACTED**

##### **4.5.2 General Aviation Information Tool (GAIT) REDACTED**

###### **4.5.2.1 Technical REDACTED**

###### **4.5.2.2 Techniques and Domain Knowledge REDACTED**

###### **4.5.2.3 Infrastructure, Cloud and Security REDACTED**

###### **4.5.2.4 CI/CD and Test Automation REDACTED**

###### **4.5.2.5 Logging, Monitoring, Alerting, Dashboarding and Collaboration REDACTED**

###### **4.5.2.6 Data and Analytics Platforms and Tooling REDACTED**

###### **4.5.2.7 Scripting and Coding REDACTED**

##### **4.5.3 Transaction Assessment (Unadjusted) REDACTED**

###### **4.5.3.1 Technical REDACTED**

###### **4.5.3.2 Infrastructure, Cloud and Security REDACTED**

###### **4.5.3.3 Logging, Monitoring, Alerting, Dashboarding and Collaboration REDACTED**

###### **4.5.3.4 Data and Analytics Platforms and Tooling REDACTED**

###### **4.5.3.5 Scripting and Coding REDACTED**

#### **4.6 Data Monitoring and Reporting Products REDACTED**

##### **4.6.1 Border Force Data Products REDACTED**

###### **4.6.1.1 Techniques and Domain Knowledge REDACTED**

###### **4.6.1.2 Infrastructure, Cloud and Security REDACTED**

###### **4.6.1.3 Data and Analytics Platforms and Tooling REDACTED**



#### **4.7 Reporting Products REDACTED**

##### **4.7.1 Crime & Policing Analysis Unit (CPAU) REDACTED**

###### **4.7.1.1 Technical REDACTED**

###### **4.7.1.2 Techniques and Domain Knowledge REDACTED**

###### **4.7.1.3 Infrastructure, Cloud and Security REDACTED**

###### **4.7.1.4 Logging, Monitoring, Alerting, Dashboarding and Collaboration REDACTED**

###### **4.7.1.5 Data and Analytics Platforms and Tooling REDACTED**

##### **4.7.2 Performance Reporting Analysis Unit (PRAU/Vantage) REDACTED**

###### **4.7.2.1 Infrastructure, Cloud and Security REDACTED**

###### **4.7.2.2 CI/CD and Test Automation REDACTED**

###### **4.7.2.3 Logging, Monitoring, Alerting, Dashboarding and Collaboration REDACTED**

###### **4.7.2.4 Data and Analytics Platforms and Tooling REDACTED**

###### **4.7.2.5 Scripting and Coding REDACTED**

##### **4.7.3 Text Analytics (TA) REDACTED**

###### **4.7.3.1 Techniques and Domain Knowledge REDACTED**

###### **4.7.3.2 Infrastructure, Cloud and Security REDACTED**

###### **4.7.3.3 Data and Analytics Platforms and Tooling REDACTED**

###### **4.7.3.4 Scripting and Coding REDACTED**

## **5 Demand Management**

Demand Management is a critical activity within the integrated Service Management. The Demand Management process aims to understand the Buyer's volume/consumption requirements for the Services under management and how these vary over the business cycle, with the aim of ensuring the provision of an appropriate level of service to support the Buyer's need.



Reference ID	Requirement	Supplier Response
DEM001	The Supplier will define and maintain Policies, Processes and Procedures for Demand Management that support the management of demand for the supported systems and services and will submit them to the Buyer for approval or rejection by the Buyer . .	
DEM002	The Supplier will report on demand trends for Services under management with the purpose of identifying and reporting risks inherent in demand forecasts and capability to meet demand.	
DEM003	The Supplier will perform analysis to identify demand patterns for the Services under management.	
DEM004	The Supplier will manage and coordinate reporting to the buyer on the demand patterns for each Service Reporting Period.	
DEM005	The Supplier will perform forecasting activities on the Services under management to outline the pipeline and anticipate wherever possible the future demand and will report such forecasts to the Buyer for each Service Reporting Period.	





Reference ID	Requirement	Supplier Response
DEM006	<p>The Supplier will be required to support the Buyer in minimising the Buyer costs, while maximising the value it receives from the Services under management.</p> <p>This includes, but is not limited to: Developing Demand Management models;</p> <p>Making recommendations on how existing capacity plans for Services under management are/will be affected by demand projections including the steps needed to meet demand projections; and</p> <p>Making recommendations to the Buyer for improvements of the mechanisms to control and meet current and forecast demand for Services under management. (The Buyer can consider, accept or reject any such suggestions from the Supplier)</p> <p>The Supplier will also be required to, support the Buyer on request; in making recommendations to reduce demands on the Services under management; and in making available to the Buyer the mechanisms in place, or recommendations for new mechanisms, to control demand for the Services under management.</p>	



## 6 Exit Management

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

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

### 6.1 Exit General

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

Reference ID	Requirement	Supplier Response
EXG001	The Supplier will on request by the Buyer review the documentation handed over as part of the Exit by the exiting Supplier to ensure the documentation is sufficiently detailed to enable the staff of a Replacement Supplier and/or the Buyer to acquire the necessary understanding of how the exiting Supplier provides the Services.	
EXG002	The Supplier will support the Buyer with the review of all Exit Plans and shall notify the Exiting Supplier of any suggested revisions to the Exit Plan	
EXG003	The Supplier will maintain a register of all of the Assets, detailing their ownership and status as either Exclusive Assets or Non-Exclusive Assets and the Net Book Value of such Assets, detailing all Sub-Contracts and other relevant	



Reference ID	Requirement	Supplier Response
	agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services, such that asset ownership and value can be calculated as part of Tower Service Supplier exit arrangements.	
<b>EXG004</b>	The Supplier will work with the appointed Exiting Supplier's Exit Manager on all issues relevant to the Exit and the Exiting Supplier's termination.	

## 6.2 Exit Governance

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

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



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

### 6.3 Exit Preparation

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

Reference ID	Requirement	Supplier Response
<b>EPRE001</b>	Identify risks and issues associated with each work stream and track within an agreed management tool	
<b>EPRE002</b>	Obtain a list of outbound supplier staff authorised to access customer locations	
<b>EPRE003</b>	Construct a list of software, scripts, tools or command procedures required by the outbound supplier to perform the services being terminated	
<b>EPRE004</b>	Construct a list of processes, standards, procedures, manuals and any associated reference material that are employed by the outbound supplier to provision services being terminated	



<b>EPRE005</b>	Construct a list of all in-flight projects and changes scheduled during termination period	
<b>EPRE006</b>	Construct a list of resolver groups in operation to provide the services being terminated.	
<b>EPRE007</b>	Construct a list of existing known errors	
<b>EPRE008</b>	Construct a list of open problems pertaining to the services being terminated	
<b>EPRE009</b>	Construct a full list of assets wholly owned by the customer in the possession of the outbound supplier	
<b>EPRE010</b>	Identify all third party contracts and licences owned or operated by the outbound supplier group into those that are transferable (with associated costs) and those that are not. For those that are not, work with the outbound supplier to identify an alternative	
<b>EPRE011</b>	Plan for removal all outbound supplier external interfaces with customer systems according to risk and service provisions	
<b>EPRE012</b>	Commence transition planning with inbound supplier	
<b>EPRE013</b>	Identify customer roles and activities to be performed and delivered by the inbound supplier (possible TUPE)	



<b>EPRE014</b>	Provide any relevant documentation pertaining to transferable contracts/licences as required by the inbound supplier	
<b>EPRE015</b>	Agree permitted levels of access to inbound supplier office space by all other parties	
<b>EPRE016</b>	Discuss inbound suppliers anticipation resource requirements from the outbound supplier	
<b>EPRE017</b>	Agree knowledge transfer and education mechanisms between inbound supplier and outgoing supplier	
<b>EPRE018</b>	Agree with the Buyer and outbound the scope of termination (which services) and agree objectives, timescale & contractual obligations	
<b>EPRE019</b>	Agree permitted levels of access to outbound supplier office space by all other parties	
<b>EPRE020</b>	Identify geographic locations that are acceptable by both outbound and inbound suppliers to perform KT transition tasks	
<b>EPRE021</b>	If required, agree location of neutral territory and negotiate procurement of temporary office space	



<b>EPRE022</b>	Define and agree process to transition transferable contracts/licences to Incoming supplier	
<b>EPRE023</b>	Define and agree resource requirement from outbound supplier (assuming inbound supplier resource requirement are already agreed as part of contract negotiation). These must, at a minimum, meet the outbound suppliers contractual obligations for termination	
<b>EPRE024</b>	Define and agree data/information exchange process between all parties	
<b>EPRE025</b>	Define and agree terms for the transfer of in-house developed software, scripts, tools or command procedures required by the outbound supplier to perform the services being terminated that are not covered by the customers IP rights	
<b>EPRE026</b>	Agree date and time for outbound supplier to cease providing in-scope services	
<b>EPRE027</b>	Agree date and time for outbound supplier to vacate occupied space in customer offices	
<b>EPRE028</b>	Agree suspension or relaxing of SLA's with outbound supplier (if applicable reduce outbound suppliers costs)	
<b>EPRE029</b>	Agree with the outbound supplier, the mechanism to remove or archiving customer documents & data held on	



	assets that do not belong to the customer and are not transitioning to the customer	
<b>EPRE030</b>	Agree transfer mechanism for in-house developed software, scripts, tools or command procedures required by the outbound supplier to perform the services being terminated either owned or not owned by the customer	
<b>EPRE031</b>	Customer, outbound and inbound supplier commercial groups to agree any transferable asset values	
<b>EPRE032</b>	Customer and outbound supplier to agree the contents of an exit agreement and intellectual property rights licences agreed between the parties	
<b>EPRE033</b>	Agree costs to by customer and outbound supplier (assuming inbound supplier costs have been negotiated into the tender price)	
<b>EPRE034</b>	Agree payment schedule with outbound supplier for all exit costs and outstanding service invoices.	
<b>EPRE035</b>	Review access for outbound supplier staff and arrange for these to be removed during the appropriate exit phase	
<b>EPRE036</b>	Once scope for exit management have been agreed, plan out the activities agreeing timelines, deliverables and	





	measurement of success / completion – transition planning	
<b>EPRE037</b>	Populate framework exit agreement with agreed / negotiated position	

## 6.4 Service Closure

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

<b>Reference ID</b>	<b>Requirement</b>	<b>Supplier Response</b>
<b>SCL001</b>	Execute transition plan as agreed with all parties during exit planning	
<b>SCL002</b>	Transfer privileged and shared user IDs and passwords where they are still required to support operations of the customer environment from the outbound supplier to the inbound supplier	
<b>SCL003</b>	Outbound supplier to return all secure access encryption devices at the appropriate exit phase without impacting the continuing delivery of terminating services	
<b>SCL004</b>	Outbound supplier staff to return all access permits / passes issued by the customer for access to customer locations	
<b>SCL005</b>	Vacate customer offices	
<b>SCL006</b>	Remove access for outbound supplier staff to customer locations	



Reference ID	Requirement	Supplier Response
SCL007	Verify that all outbound supplier accesses (both physical and logical) has been removed.	
SCL008	Full and final settlement of any outstanding disputes between customer and outbound supplier	
SCL009	Outbound supplier ceases to provide service	

## 6.5 Exit TUPE

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

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



Reference ID	Requirement	Supplier Response
TUPE005	Details to include additional information about factors that may influence staffing costs.	

REDACTED VERSION



## 7 DSA Data Platform Services Transition Requirements

### TRANSITION DETAILED REQUIREMENTS

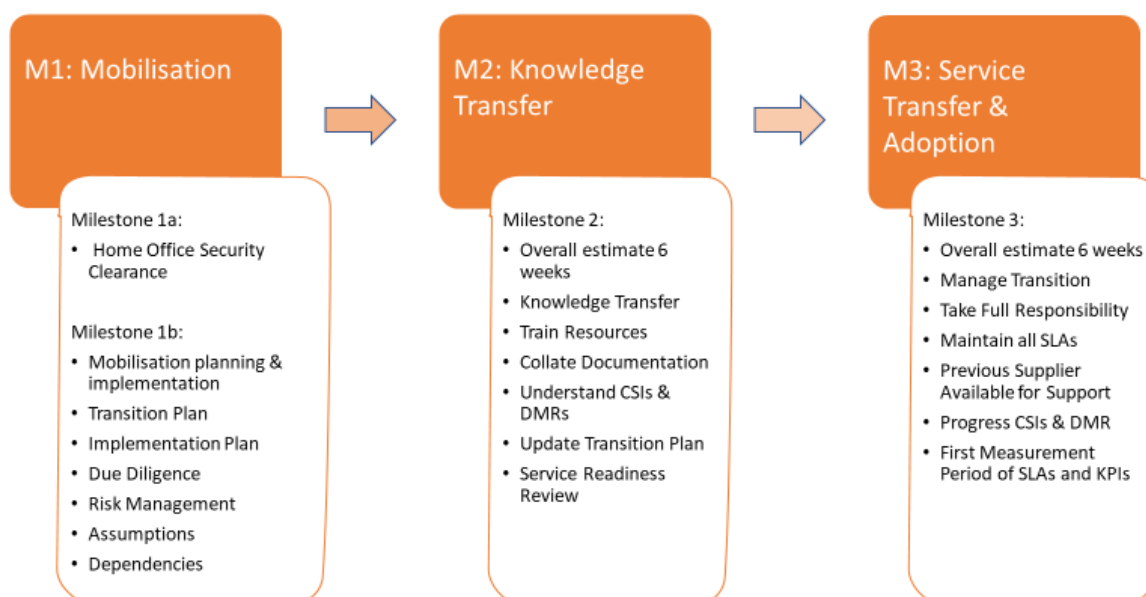
#### 7.1 Overview of Transition Requirements

This section details the requirements for the Transition which are split into the following three stages:

M1 – Mobilisation

M2 – Knowledge Transfer; and

M3 – Service Transfer and Adoption



**Figure 1 - Overview of Transition requirements**

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

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



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

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

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

## 7.2 Transition Delivery Methodology

Reference ID	Requirement	Supplier Response
TDM001	The Supplier will deliver this component as an outcome-based delivery model so that the cost of transition is fixed.	

## 7.3 Transition Timeline

Reference ID	Requirement	Supplier Response
TRT001	The Supplier will submit a Transition Plan as part of their draft Outline Implementation Plan. The Outline Implementation Plan will include the Milestone timelines set out below. Transition Milestones M1a, M1b, M2 and M3 are flexible within the 10-week delivery timeline from the Contract Start Date. The Outline Implementation Plan will reflect the Supplier's duration for each transition stage and any parallel activities. An example timeline is shown below for each Milestone as an indication of the Buyer's desired duration for Transition activities	



	within the 10-week envelope from the Contract Commencement Date.	
<b>TRT002</b>	The Supplier will complete Milestone 1a within one week of the Contract Start Date.	
<b>TRT003</b>	The Supplier will complete Milestones M1a, M1b, M2 and M3 within 10 weeks of the Contract Commencement Date.	
<b>TRT004</b>	The Supplier will ensure that compliance with the Buyer's onboarding activities and personnel security vetting provisions are considered as part of Milestone M1a	

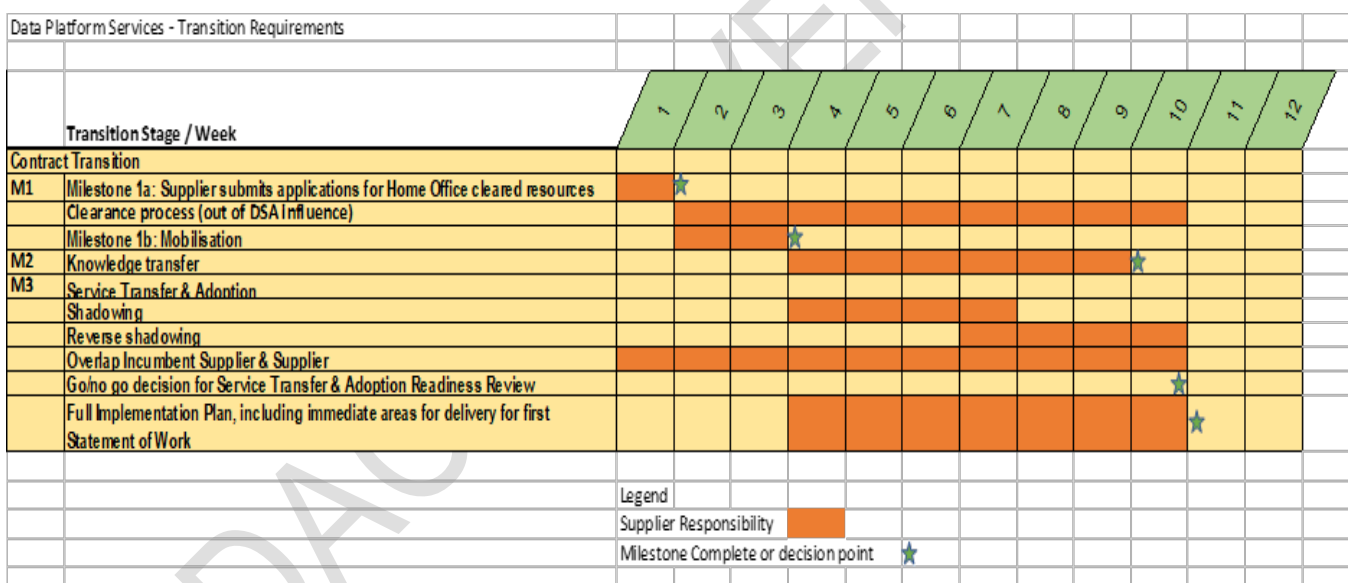


Figure 2 - Transition Timeline



## 7.4 Transition Milestone 1a and 1b: Mobilisation

Reference ID	Requirement	Supplier Response
<b>TMM001</b>	The Supplier will carry out the mobilisation activities within this section as a minimum, which should not be considered exhaustive.	
<b>TMM002</b>	The Supplier will work with the Incumbent Supplier to ensure a seamless transition without interruption to the Buyer's services.	
<b>TMM003</b>	The Supplier will provide resources that meet the Buyer security clearance vetting process. If the resources cannot obtain the necessary security clearance, then it is the responsibility of the Supplier to provide a replacement resource.	
<b>TMM004</b>	The Supplier will mobilise Supplier Personnel to form the support teams set out in Data Platform Services Background Requirements (this document).	
<b>TMM005</b>	The Supplier will include a Mobilisation & Transition Team comprising of specialist resources to complete the Transition activities. See Sample roles are described within this document	
<b>TMM006</b>	This team will lead and manage across all Transition components	
<b>TMM007</b>	The Supplier will provide an organisational chart to the Buyer	
<b>TMM008</b>	The Supplier will provide a resource onboarding plan which will take account of the vetting process to ensure Supplier resources are in place to meet the Buyer timescales.	



<b>TMM009</b>	The Supplier will develop a transition plan (activities, timelines, ownership) in conjunction with the Incumbent Supplier exit plan to enable a seamless transition. This will include transition of capabilities from the Incumbent Supplier.	
<b>TMM010</b>	The Supplier will carry out due diligence to understand the scope of Services they will support within the technology stack and provide the Buyer with a due diligence report. The Supplier will not be entitled to recover any additional costs or charges arising as a result of the due diligence exercise.	
<b>TMM011</b>	The Supplier will identify and assess risks (technical, financial, business, project, logistical) and provide an updated Risk Register as part of the successful completion of Milestone M1b.	

## 7.5 Transition Milestone 2: Knowledge Transfer

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





	relevant documentation from the Incumbent Supplier and the Buyer such as existing processes, architectural and technical information and update as required to produce a central repository for such documentation as required by the Buyer .	
<b>TMKT005</b>	The Supplier will undertake due diligence on the document repositories and provide remediation report and any plan to remedy, storing on the Buyer tools, provide an index and identify any remediation required.	
<b>TMKT006</b>	The Supplier will understand all existing BAU tasks and in progress Changes: CSIs (Continual Service Improvements) and DMRs (Demand Management Requests).	
<b>TMKT007</b>	The Supplier will provide a RACI (Responsible Accountable Consulted Informed) and Full-Service Description reports	
<b>TMKT008</b>	The Supplier will provide a Transition Service Readiness Review report containing all relevant documentation and undergo a service readiness review by the Buyer to inform a go/no-go decision into service adoption	



## 7.6 Transition Milestone 3: Service Transfer & Adoption

Reference ID	Requirement	Supplier Response
<b>TMTA001</b>	The Supplier will carry out the service adoption activities within this section (which shall not be considered exhaustive) in order to satisfy the Buyer that they are ready to commence all Data Platform Services, Continued Service Improvement (CSIs) and Enhancements / Projects (DMRs).	
<b>TMTA002</b>	The Supplier will be responsible for existing services for which they have passed a Service Readiness Review as part of successful completion activity of Milestone M2 and have full responsibility for providing the Integrated Managed Service, Continued Service Improvement (CSIs) and Enhancement / Projects (DMRs) as per the Contract.	
<b>TMTA003</b>	The Supplier will liaise with the Incumbent Supplier for queries and guidance until the successful completion of Milestone M3.	
<b>TMTA004</b>	The Supplier will manage the transition from the Incumbent Supplier and be responsible for ensuring all tasks and responsibilities are understood by the Buyer, the Incumbent Supplier and the Supplier.	
<b>TMTA005</b>	The Supplier will be responsible for all Service Levels as required under the Contract on successful completion of Milestone M2. Service Credits are not applicable until the second Service Period following Contract Commencement and successful completion of Milestone M3.	



<b>TMTA006</b>	The Supplier will be solely responsible for all Integration Managed Service tasks required on successful completion of Milestone M2 (with guidance from the Incumbent Supplier until the successful completion Milestone M3).	
<b>TMTA007</b>	The Supplier will adopt, progress and complete all in-process CSIs (Continuous Service Improvements) following the successful completion of Milestone M2 with guidance from the Incumbent Supplier. Following successful completion of Milestone M3, the Supplier shall be solely responsible for all CSIs.	
<b>TMTA008</b>	The Supplier will be responsible for all new DMRs (Demand Management Requests) and the adoption of in progress DMRs following the successful completion of Transition Milestone M2 (with guidance from the incumbent supplier). After the successful completion Transition Milestone M3, the Supplier shall be solely responsible for all DMRs .	
<b>TMTA009</b>	The Supplier will provide a backlog report as part of Transition Milestone M3 completion with acceptance of outstanding backlog items, including CSIs and DMRs. The Buyer will be informed and consulted on the backlog and agree its contents	
<b>TMTA010</b>	The Supplier will monitor and report on KPIs as per documented requirements specified in the Data Library or as mutually agreed between the Parties as being applicable .	



## 7.7 Transition Milestones Table

Table 2 below shows Deliverables for Transition Milestones M1a, M1b, M2 and M3.

Transition Milestone M1a – Security Clearance and Connectivity	
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>• <b>Week 1:</b> Submit all Supplier Security Cleared Resources (SC and NPPV3) requests/transfer requests for entire Supplier Personnel team.</li> <li>• <b>Week 1:</b> Identify any on-premise or Cloud environments &amp; physical networking access requirements.</li> </ul>
Transition Milestone M1b – Mobilisation	
<b>Deliverables</b>	<p><b>Production of the following artefacts: -</b></p> <ul style="list-style-type: none"> <li>• Transition plan</li> <li>• Resource onboarding plan (including roles and organisational chart)</li> <li>• Detailed Implementation Plan</li> <li>• Due diligence report</li> <li>• Updated Risk Register (including mitigation/solutions)</li> <li>• Updated RAID report (including mitigations) and constraints</li> </ul> <p><b>Within 30 Working Days of the Contract Commencement Date, provide the following artefacts:-</b></p> <ul style="list-style-type: none"> <li>○ Quality Plan</li> <li>○ Business Continuity BCDR Plan (Business Continuity and Disaster Recovery)</li> <li>○ IT Service Continuity Management Plan</li> <li>○ Break-Fix RACI</li> <li>○ Patch Management Plan / Maintenance Schedule</li> <li>○ Test Plan</li> </ul>



	<ul style="list-style-type: none"> <li>○ Test Strategy in accordance with Buyer “QAT Strategy and Standards 2021.pdf” in Data Library</li> </ul> <p><b>Within 20 Working Days of the Contract Commencement Date, provide</b></p> <ul style="list-style-type: none"> <li>○ Bespoke Information Security Management System</li> <li>○ Security Management Plan</li> </ul> <ul style="list-style-type: none"> <li>• <b>Successful completion of Transition Milestone M1b report</b></li> </ul>
<b>Transition Milestone M2 – Knowledge transfer</b>	
<b>Deliverables</b>	<p><b>Production of the following artefacts: -</b></p> <ul style="list-style-type: none"> <li>• Knowledge Transfer Plan</li> <li>• Report of knowledge transfer and training undertaken</li> <li>• Index of documentation collated (reviewed and accepted)</li> <li>• Report of Support Service (BAU) tasks to be carried out with frequency</li> <li>• Report of in progress CSIs to be completed</li> <li>• Report of in progress DMRs to be completed</li> <li>• Provide current RACI and FSD reports</li> <li>• Carry out Service Readiness Review (to include above reports)</li> <li>• <b>Successful completion of Transition Milestone 2 report</b></li> </ul>
<b>Transition Milestone M3 – Service Transfer &amp; Adoption for all Data Platform Services</b>	
<b>Deliverables</b>	<ul style="list-style-type: none"> <li>○ Provide a Backlog Report at point of completion of Milestone M3 and obtain the Buyer acceptance of the outstanding backlog items</li> <li>○ Provide a weekly Performance Monitoring Report until the successful completion of Milestone M3.</li> <li>○ Within 20 Working Days of commencement on Milestone M3, provide</li> </ul>



	<ul style="list-style-type: none"><li>○ A service mobilisation plan to cover Immediate Areas for Delivery (section 2.2)</li><li>○ A Service Performance Monitoring Report</li><li>○ A Service Availability Report</li><li>○ Agreed Service Reporting schedule and content for weekly, fortnightly and monthly reporting to Buyer seniors and to external DSA teams</li></ul> <p><b>Within three (3) months of the Service Commencement Date i.e. the first Service Period provide</b></p> <ul style="list-style-type: none"><li>○ Agreed SLA &amp; KPI targets &amp; reporting</li></ul> <p><b>Within six months of the commencement of Service Periods, provide</b></p> <ul style="list-style-type: none"><li>○ Continuous Improvement Plan</li><li>○ <b>Successful completion of Transition Milestone M3 report</b></li></ul>
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## 8 Example Organisation Structure

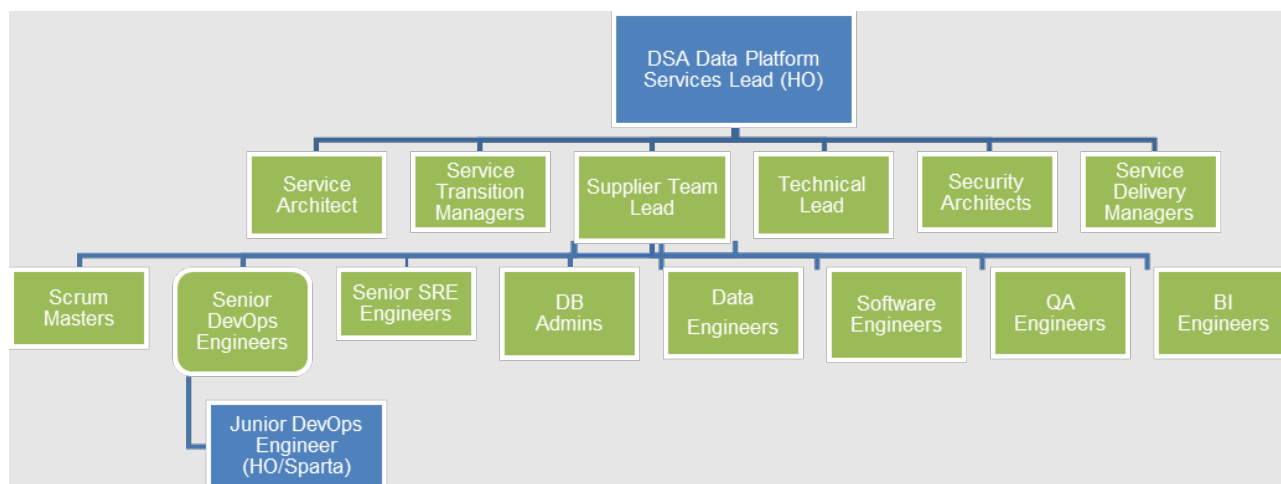
While the Supplier would be allowed to propose the team's resources required, it is important that the structure of the team should provide the provision for development and business as usual operations appropriately that will deliver all aspects of the services required, providing services to the Product teams as well as other internal DSA, external DDaT and external Home Office customers.

There must be the pro-active promotion of Continuous Delivery and Improvement and similarly, the pro-active management to monitoring performance of deployed products, support to users and where self-service products are introduced. Please note that teams will be located on site (currently Croydon) or as otherwise agreed.

There is also a requirement for ongoing training (and the associated documentation, supporting the training) of technical civil service and post-graduate junior supplier staff in the engineering disciplines required to work alongside the Supplier in the delivery of this contract.



## 8.1 Sample Top-Level Team Structure



In this example structure, roles coloured blue will be filled by the Home Office rather than the supplier.

## 8.2 Role Descriptions

The Role descriptions below reflect the current service Capabilities, and would be expected in the new service, this however is not exhaustive.

### 8.2.1 Supplier Team Lead

Capabilities - is capable of :

- Leading an expert team encompassing Technical Support (Level 2/3), DevOps, Database Administration, Data Engineering, Software Engineering, Quality Assurance, BI/Reporting Analysts, Business Analysts and User Researchers to include daily task management and contributing to prioritisation of work;
- Overall management of the team;
- Delivery Management of agreed deliverables;
- Sole point of contact for all team deliverables;
- Pro-active and regular reporting in accordance with DSA requirements
- Providing consultancy to and representation for the Lead Service Manager at various customer and internal meetings;
- Working with the Data Manager, Service Delivery Manager, Product Managers and others within the DSA to ensure solutions meets business needs;
- Identify and create opportunities for knowledge transfer both within project delivery and for the wider team; and
- An agile, adaptable and flexible approach to completing tasks.



### 8.2.2 Service Delivery Manager

#### Capabilities:

- Service management across platforms, multiple channels and services to ensure service availability, performance and process maturity;
- Asset and configuration management. You can maintain secure configuration and accurate information, controlling IT assets in one or more significant areas, and verifying location and state of assets;
- Business analysis (IT operations). You know how to investigate problems and opportunities in existing processes and contribute to recommending solutions to these. You can work with stakeholders to identify objectives and potential benefits;
- Continual service improvement. You can identify process optimisation opportunities with guidance and contribute to the implementation of proposed solutions
- Ownership and initiative. You can own an issue until a new owner has been found or the problem has been mitigated or resolved;
- Relationship management. You can identify important stakeholders and relationships and work with teams to build these. You understand how to work with stakeholders and contribute to improving these relationships;
- Service focus. You know how to see the bigger picture and can investigate how to get the best of underlying services;
- Service Management Framework knowledge. You have a Service Management Framework qualification and knowledge of lifecycle and / or capability elements of ITIL (Information Technology Infrastructure Library) Version 4;
- Service reporting. You can produce relevant reports in a standard format in an agreed timeframe. You can work with important stakeholders to discuss any changes in the reporting processes. You can add a commentary that provides an interpretation for the data set;
- Strategic thinking. You can work within a strategic context and communicate how activities meet strategic goals. You can contribute to the development of strategy and policies;
- Technical understanding. You understand core technical concepts related to the role and can apply them with guidance; and
- User focus. You can identify needs and engage with users or stakeholders to collate user needs evidence. You understand and can define research that fits user needs. You can use quantitative and qualitative data about users to turn user focus into outcomes.

### 8.2.3 Senior DevOps Manager

#### Capabilities:





- Experienced in platform design, provision, operation and automation;
- Able to deliver CI/CD automation to existing or new architected services;
- Able to deploy services to specified environments as requested, after approvals;
- Experienced at pro-active fault fixing, ensuring proper preventative measures are applied to minimise future issues and to properly investigate issues to speedy resolution;
- Proactive in improving logging, monitoring, alerting and dashboarding functionality to optimize fault resolution;
- Experienced at responding to ad-hoc queries, and undertake investigation as required;
- Experienced stakeholder collaborating with business Product Managers and Team Leads to understand and prioritise platform requirements;
- Able to represent, when delegated, DSA interests with the wider platforms work across DDaT and related programmes;
- Able to seek clarity from the client where requirements are ambiguous;
- Providing leadership and mentoring to other Platform Engineers;
- Managing platform vendor relationships, delegating to subject matter experts from within the programme as necessary;
- Ability to develop and operate the software platform for data ingest and data science teams to deliver scenarios within and external to the DSA;
- Expertise in engineering bespoke big data applications to support DSA scenarios and services as architected;
- Experience in enabling and coordinating platform discovery activities, technology evaluation and tool interoperability;
- Ability to adopt a flexible, production-grade platform deployment approach including configuration management and software-defined technology;
- Experienced in coordinating platform resources and subject matter experts across the business to deliver platform work using Scrum Agile approach;
- Experience in mature data store capability, using tools like Neo4J, ElasticSearch and Greenplum, in line with evolving analytical requirements; and
- Capable of advising on future platform technology to deliver evolving programme demands. Deliver future tooling evaluations and proof of concepts to inform platform direction.

#### 8.2.4 Senior SRE Engineers

Capabilities:



- To lead technical assurance in significant projects, for the delivery of quality technical deliverables, which may involve several teams or technologies working together longer term for mutual benefit
- To be involved in every step of the application software development lifecycle, including product design, development, testing, and transition into operation, making recommendations that others consider in their decision-making process
- Evaluate risks and defects, analysing specifications, conveying complex information and customising applications for specific customer needs
- With a focus on agile methodologies, test automation, test data management, and continuous integration, the SRE will make, improve and enhance the delivery and deployment process influencing the outcome of work in several departments
- Responsible for producing and maintaining documentation relating to application design, integration processes, testing procedures, and deployment approach as well as working with teams to create operational run and playbooks.
- To work with stakeholders in the Enterprise, Solution and Development teams to produce and maintain standards, guidelines, and pattern catalogue
- To mentor and coach others within the team in order to ensure quality and precision engineering
- Accountable for ensuring early in product lifecycles that designs and NFEs are part of the foundations of teams
- Work with technical roles across the department to drive evolution of the dev-ops toolchain, promoting
- improvements to streamline the software delivery process and showing improvements through metrics
- To take highly complex and manual processes and work to simplify and automate them.
- To influence teams to deliver quality, and operational excellence, monitoring alignment to design patterns and design collateral

### **8.2.5 Senior Admin Engineers**

#### Capabilities:

- Specialist in database design, provision, and operation;
- SME for all DB activities to deliver future services and improve existing services as architected;
- Able to manage deployment of services after relevant approvals;
- Proactive nature in improving logging, monitoring and alerting functionality to optimize fault resolution;
- Able to respond to ad-hoc queries, and undertake investigation as required, about the platform, proactively work through backlog tasks;



- Expertise in Postgres / Oracle / Greenplum / Redshift / Aurora / Athena Cloud database software configuration, installation, database management, in co-ordination with others if necessary;
- Able to define, operate and maintain these databases to standards, governance procedures covering operation control, incident resolution and change management, escalating issues to vendors as appropriate promptly;
- Experienced at assisting project resources with the tuning and database/table designs;
- Works in close collaboration with database users and system administrators to understand and prioritise platform requirements;
- Able to seek clarity from the client where requirements are ambiguous or require further clarification;
- Able to work collaboratively with the wider project team as needed;
- Ability to own and manage databases. This includes administration of specialist operating systems, such as those under sensitive databases; and
- Expertise in application provisioning and support tools, such as user behaviour logging and health checks, development tools such as build tools, source code management, package management.

### **8.2.6 Senior Data Engineer and Data Engineer Operations (DataOps)**

#### Capabilities:

- Experienced in working with the Team Lead, Data Manager, Service Delivery Manager, Product Managers and others within the DSA to ensure the solutions meet business needs;
- Able to develop automated, repeatable, modular, innovative solutions that benefit business delivery;
- Able to Communicate analytical concepts to the business / product owner, empowering them to make sound judgements about proposed approaches;
- Able to contribute to the regular review and development of core code bases for data preparation, including production of documentation and dissemination of improvements to the wider team;
- Assist in on going monitoring of deployed capability for DSA products and support to users;
- Assist in the development of Quality Assurance process of all work within area of responsibility, including consideration of ethical and data protection issues;
- Identify and create opportunities for knowledge transfer both within project delivery and for the wider team;
- An agile, adaptable and flexible approach to completing tasks; and



- Ability to work as part of the Operations Services Team to support end to end data issues as part of incident and change management.

It is not expected that the whole team will be experts in all the following programming capabilities, but full coverage of these skills is expected across the team.

- Expertise in all of the following
  - ETL toolsets (currently SAS DI but moving to cloud native services);
  - AWS Athena, Lambda and Glue;
  - SQL across database/data platform technologies;
  - Scheduling, Orchestration and Prioritisation (currently using ActiveEon and Python);
  - Greenplum or similar MPP database(s);
  - Visual Basic;
  - Python; and
  - Java.

### 8.2.7 Security Architect

Capabilities:

- Able to conduct security risk, capability and/or maturity assessments;
- Able to communicate with a broad range of senior stakeholders and are able to define the vision, principles and strategy for security architects;
- Have a deep and evolving level of technical expertise, allowing them to act as exemplars and make and influence key business and architectural decisions;
- Able to complete information security operations documentation;
- Able to develop strategies and plans to enforce security requirements, and address identified risks;
- Able to report to management concerns about residual risk, vulnerabilities, and other security exposures, including misuse of information assets and non-compliance;
- Able to assess security requirements and controls, and ensure that security controls are implemented as planned during application development or acquisition;
- Able to develop security processes and procedures, and support service-level agreements (SLAs) to ensure that security controls are managed and maintained;
- Able to advise security administrators on normal and exception-based processing of security authorisation requests;
- Able to perform control and vulnerability assessments to identify control weaknesses, and assess the effectiveness of existing controls, and recommends remedial action;



- Able to develop and validate baseline security configurations for operating systems, applications, and networking and telecommunications equipment;
- Able to provide support and analysis during and after a security incident, as necessary;
- Able to assist the resolution of reported security incidents;
- Able to participate in security investigations and compliance reviews;
- Able to assure monitoring of daily or weekly reports, and security logs for unusual events, is being done effectively and efficiently;
- Able to assist in the development of security architecture and security policies, principles, and standards;
- Able to research and assess new threats and security alerts, and recommend remedial actions;
- Able to serve as regulatory expert to AWS, customers, auditors, and regulators on regional and domestic regulations on outsourcing, cybersecurity, and operational resilience;
- Certified Information Systems Security Professional (CISSP) and/or Certified Information Security Manager (CISM) preferred, or demonstrated technical capability at this level;
- IT security management or analysis experience mandatory;
- ISO 27001 experience and qualification highly desired;
- Understanding of security monitoring and testing processes such as vulnerability scanning, penetration testing, SIEM, IDS;
- Experience working with Cloud, Big Data and Open Data architectures; and
- Knowledge of third-party security assurance highly desired.

### **8.2.8 Technical Lead**

#### Capabilities

- Able to design of AWS cloud architecture, particularly around support;
- Able to execute cloud strategy development and migration projects;
- Able to work closely with delivery teams to design data and analytics solutions on AWS cloud and container (Kubernetes) platforms using emerging technologies;
- Able to understand the technical requirements and work closely with the internal development and DevOps teams to guide the direction the solutions;
- Able to analyse the current architecture to identify weaknesses and develop opportunities for improvements and perform ongoing architecture quality review activities;



- Able to define principles that guide technology decisions and the relationship between the client's context, industry/market trends and specific technology;
- Experienced at interfacing with other teams to proactively assist in defining the direction for future initiatives;
- Experienced in the production of architecture design documents and other technical/security documentation
- Able to participate in the relevant governance processes and represent the project at Technical Design Authority forums;
- Able to demonstrate experience in designing large scale cloud migration projects/programmes with open source and commercial software within AWS ;
- Experience in operating within a multi-disciplined team and clearly communicating complex technology solutions to technical and non-technical people;
- Experience applying latest technologies to solve complex problems and to develop innovative data and analytical solutions;
- Experience implementing secure cloud platforms;
- Experience with Big Data platforms running in Production;
- Working knowledge of cloud orchestration and containerisation technologies, such as Docker and Kubernetes; and
- Working knowledge of CI/CD and Infrastructure-as-Code.

### **8.2.9 Scrum Master**

#### Capabilities:

- Able to measure the output of the team, accurately measuring velocity and validating product priorities with the business;
- Able to ensure that the team is empowered and has solid processes with good technical discipline;
- Experience at continuously challenge the ways of working within both the team and the project, and be able to effectively address both process and people issues within the teams and the wider business programme and partners;
- Able to support the Service Delivery Manager and other functional leads through effective project planning or and prioritisation of user stories and issues;
- Able to provide support and coaching to team members, and ensure agreed standard Agile process is being followed by the teams;
- Proactively helps the team perform at their highest level and encourage an attitude of continuous learning;
- Experience in working with Software Engineering, DevOps and Service Operations and Support teams;



- Expert in Agile software delivery, especially Test Driven Development;
- Experience managing senior stakeholders, expectations and issues;
- Experience developing established high-performance teams;
- Exceptional facilitation skills to lead the team in working together and self-organising, to make the best choices across a range of considerations;
- Excellent people skills - can work with a diverse range of personalities;
- Experience in meeting the UK Government Digital Service Standard;
- Experience in full stack web application technologies;
- Experience in Container technologies (Docker, Kubernetes); and
- Experience in Public Cloud services, such as AWS.

#### **8.2.10 Software Engineer**

##### Capabilities:

- Able to design, develop, document and deploy new or enhanced features to front-end and backend services that meet functional / non-functional business requirements;
- Actively participate in the team's elaboration and estimation of user stories;
- Able to build frequent, small releases to maintain the team's momentum;
- Able to collaborate closely with other engineers in our cross-functional feature teams; ensuring that others can cover for you, and that you can cover for them;
- Experienced to build, optimise and operate Continuous Deployment pipelines for the software development lifecycle;
- Experienced in developing highly transactional data driven applications using Java (Spring Boot), Python and NodeJS;
- Able to deliver frequent, small enhancements aligned to evolving user needs;
- Able to develop containerised microservices using docker and Kubernetes, and RESTful APIs;
- Experienced in message queueing systems, such as RabbitMQ, Kafka, SNQ and SQS;
- Experienced in cloud based databases, including Redis, No-SQL and DynamoDB;
- Good engineering practices including continuous delivery, clean code, documentation, defensive programming, automated testing and code reviews; and
- Using GitHub/GitLab for source control
- Test Driven Development with appropriate tools and frameworks such as Fitnesse, DBFit, Cucumber.





### 8.2.11 QA Engineer

Capabilities:

- Able to provide and manage QA testing support across the project;
- Able to participate in the agile ceremonies ensuring testing requirements and processes are followed by the development team;
- Experienced in providing the team with guidance and be the Buyer for BDD and TDD practices;
- Able to gather testing requirements - developing Feature files and acceptance criteria with business stakeholders and turning them into scripts;
- Ensure automated processes and testing is employed where possible to create efficiencies for the team;
- Automation testing using custom test suites - Fitnesse, Selenium and Soap UI
- Automated performance testing using Load Runner or similar<sup>[SEP]</sup>;
- Experience in developing custom regression test suites using Python, Perl, Shell scripting, Java, MySQL; and
- Experience of using Cucumber and creating test frameworks.

### 8.2.12 BI Engineer

Capabilities:

- Able to implement, test and support operational/analytics reports, scorecards, benchmarks and executive level dashboards;
- Able to collaborate with User Researchers and Interaction Designers, project stakeholders and support partners to deliver new reports into production;
- Publish, batch and customise interactive reports and dashboards using Tableau server;
- Able to manage complex formulas and calculations within Tableau to meet business rule needs;
- Able to assume an active role in quality assurance (QA) for Tableau dashboards by providing unit/ integration testing support, attending team meetings and preparing documentation;
- Experienced in tuning Tableau Server dashboards to minimise the data and render refresh cycles to optimise the end-user experience;
- Assist in developing Tableau best practices; including development, governance, maintenance and troubleshooting;
- Various Tableau versions including the latest (2021) versions, including Tableau Online, Tableau Desktop, Tableau Server;





- Hands-on experience in Tableau advanced features including calculated fields, parameters, table calculations, row-level security, R integration, joins, data blending and dashboard actions;
- Tableau server administration including the use of, TABCMD, TABADMIN commands within a DevOps environment;
- Working securely within public cloud (AWS) environments;
- DW-BI Skills; Data modelling and writing complex SQL queries; and
- Scripting experience in at least one of the following: PowerShell/Python/Bash.

### 8.2.13 DevOps and Infrastructure Engineer

#### Capabilities:

- Experienced in infrastructure and platform design, provision, operation and automation on on-prem and cloud systems;
- Able to deliver CI/CD automation of existing and future architected services;
- Able to deploy services to environments as requested, after approvals;
- Able to deploy approved hardware to on-prem data centre and internal business user locations;
- Experienced in the design and delivery of connectivity from existing official desktop to the re-hosted platform in the cloud;
- Experienced in defining and configuring the user and system security roles on the on-prem and cloud deployments;
- Experienced in assurance reporting on delivery of Home Office hosted service, and identification of any non-compliance with Home Office technology standards and principles;
- Pro-active at fault fixing, ensuring proper preventative measures are applied to minimise future issues and to properly investigate issues to speedy resolution;
- Experienced in responding to ad-hoc queries, and undertake investigation as required;
- Experienced in collaborating with business Product Managers and Team Leads to understand and prioritise platform and Infrastructure requirements;
- Able to seek clarity from the client where requirements are ambiguous;
- Able to provide knowledge sharing and mentoring to other Platform Engineers and DSA DevOps trainee's;
- Experienced in managing Infrastructure and platform vendor relationships, delegating to subject matter experts from within the programme as necessary;
- Ability to develop and operate the infrastructure and software platform for data ingest and data science teams to deliver scenarios within and external to the DSA;



- Expertise in engineering bespoke big data applications to support DSA scenarios and services as architected;
- Expertise Of operating Unified Compute Systems;
- Experience in enabling and coordinating platform discovery activities, technology evaluation and tool interoperability;
- Ability to adopt a flexible, production-grade Infrastructure and platform deployment approach including configuration management and software-defined technology;
- Experienced in coordinating Infrastructure and platform resources and subject matter experts across the business to deliver Infrastructure and platform work using Scrum Agile approach;
- Experience in storage solutions specialisms for both on-prem and cloud deployments advising on cost efficiencies across on-prem and cloud; and
- Capable of advising on future platform technology to deliver evolving DSA demands. Deliver future tooling evaluations and proof of concepts to inform Infrastructure and platform direction.

#### **8.2.14 Unix Engineer**

##### Capabilities:

- Experienced in installation of all Unix based infrastructure in the Cloud and On-Prem.
- Experienced in the configuration and optimising performance hardware and cloud-based systems;
- Experienced at updating, troubleshooting and debugging hardware;
- Specialist at infrastructure and platform design, provision, operation and automation on on-prem and cloud systems;
- Able to deliver CI/CD automation of existing and future architected services;
- Able to deploy services to environments as requested, after approvals;
- Able to deploy approved hardware to on-prem data centre and internal business user locations;
- Experienced in defining and configuring the user and system security roles on the on-prem and cloud deployments;
- Experienced at assurance reporting on delivery of Home Office hosted service, and identification of any non-compliance with Home Office technology standards and principles;
- Pro-active at fault fixing, ensuring proper preventative measures are applied to minimise future issues and to properly investigate issues to speedy resolution;
- Able to respond to ad-hoc queries, and undertake investigation as required;



- Able to collaborate with business Product Managers and Team Leads to understand and prioritise platform and Infrastructure requirements;
- Able to represent DSA interests with the wider Infrastructure and platforms work across DDaT and related programmes;
- Able to seek clarity from the client where requirements are ambiguous;
- Able to work collaboratively with the wider project team as needed;
- Able to provide knowledge sharing and mentoring to other Platform Engineers and DSA Dev-Op trainee's;
- Experienced in managing Infrastructure and platform vendor relationships, delegating to subject matter experts from within the programme as necessary;
- Ability to develop and operate the infrastructure and software platform for data ingest and data science teams to deliver scenarios within and external to the DSA;
- Expertise in defining and building strategic backup solutions for On-prem and cloud-based systems;
- Expertise in engineering bespoke big data applications to support DSA scenarios and services as architected;
- Experience in enabling and coordinating platform discovery activities, technology evaluation and tool interoperability;
- Ability to adopt a flexible, production-grade Infrastructure and platform deployment approach including configuration management and software-defined technology;
- Experienced in coordinating Infrastructure and platform resources and subject matter experts across the business to deliver Infrastructure and platform work using Scrum Agile approach;
- Experience in storage solutions specialisms for both on-prem and cloud deployments advising on cost efficiencies across on-prem and cloud; and
- Capable of advising on future platform technology to deliver evolving DSA demands. Deliver future tooling evaluations and proof of concepts to inform Infrastructure and platform direction.



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Commercial  
Service

## **9 DSA Data Platform Run Service Glossary REDACTED**

### **9.1 Departments / Strategies – REDACTED**

### **9.2 Systems / Applications – REDACTED**

### **9.3 Enhancement Types REDACTED**

REDACTED VERSION



## Annex 1 Data Platform Managed Service Matrix

REDACTED

REDACTED VERSION



**Annex 1 Statement of Works (SoW) Template – this is a baseline document, which will be refined and adapted for each specific SoW**



SoW Template.docx

REDACTED VERSION



## Annex 2 – Supplier RFP Response and Clarification Logs

REDACTED

### Clarification Logs

REDACTED

REDACTED VERSION



## Attachment 2 – Charges and Invoicing

REDACTED

REDACTED VERSION





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

**REDACTED**

REDACTED VERSION



#### **4. Risk Register**

To be agreed and updated within one (1) month following Contract Commencement

**REDACTED**

#### **5. – Early Termination Fee(s)**

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

REDACTED VERSION



## Attachment 3 – Outline Implementation Plan

REDACTED

REDACTED VERSION



## Attachment 4 – Service Levels and Service Credits

### DSA Data Platform Services KPI & Service Credit Definitions

#### Service Credits

**Monthly Uptime Percentage:** The Monthly Uptime Percentage is calculated using the following formula for each product and service:

$$\frac{\text{User Minutes} - \text{Downtime}}{\text{User Minutes}} \times 100$$

Where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of users (user minutes) impacted by that Incident

#### Service Level / Service Credit Table

##### Managed Service: Service Management Delivery – 001-009

KPI/SLA	Service Area	KPI/SLA description	Target	Service Credit
001	P1 Resolution	The Supplier shall ensure that all P1 incidents are resolved within 4 hours of notification. P1's for critical applications and data related may require 1 hour resolutions	Supplier to rectify Critical incidents within target time. 100% within 4 hours (or 1 hour). For every additional hour over this 100% target, the incident shall count as an additional failure.	>95% on time = 0% of monthly invoice 90-94.99% on time = 0.75% of monthly invoice 85-89.99% on time = 1.5% of monthly invoice <85% on time = 3% of monthly invoice + additional 0.25% for every additional failure of 5% or more. For months in which <20 incidents occur, the first failure shall not be counted for Service Credits. Each subsequent failure shall account for



KPI/SLA	Service Area	KPI/SLA description	Target	Service Credit
				0.75% of the monthly invoice.
002	<b>P2 Resolution</b>	The Supplier shall ensure that all P2 incidents are resolved within 8 hours of notification. For critical applications and data related this is 4 hours.	Supplier to rectify Critical incidents within target time. 100% within 8 hours. 4 hours for critical applications and data. For every additional 8 hours over this 100% target, the incident shall count as an additional failure.	>95% on time = 0% of monthly invoice 90%-94.99% on time = 0.5% of monthly invoice 85%-89.99% on time = 1% of monthly invoice <85% on time = 2% of monthly invoice + additional 0.15% for every additional failure of 1% of more. For months in which <20 incidents occur, the first failure shall not be counted for Service Credits. Each subsequent failure shall account for 0.5% of the monthly invoice.
003	<b>P3 Resolution</b>	The Supplier shall ensure that all P3 incidents are resolved within 2 days of notification.	Supplier to rectify Critical incidents within target time (i.e. 100% within 48 hours). For every additional 48 hours over this 100% target, the incident shall count as an additional failure.	Not Applicable
004	<b>P4 Resolution</b>	The Supplier shall ensure that all P4 incidents are resolved	Supplier to rectify Critical incidents within target time. (i.e. 100% within 5 days).	Not Applicable



KPI/SLA	Service Area	KPI/SLA description	Target	Service Credit
		within 5 days of notification.	For every additional 48 hours over this 100% target, the incident shall count as an additional failure.	
005	<b>Incident and problem resolution reports</b>	The Supplier shall ensure that all incidents and problems and the resolution or otherwise thereof are reported to the Buyer by the 14th working day of each month.	100%	Not Applicable
006	<b>P1 Root Cause Analysis (RCA)</b>	This High Priority Incident Report (HPIR)/RCA shall be provided to the Buyer with 3 working days of successful resolution of the incident.	Completion within 3 working days. 100% within 5 working days. For every additional 3 working days over this 100% target, the incident shall count as an additional failure.	>95% on time = 0% of monthly invoice 90%-94.99% on time = 0.10% of monthly invoice 85%-89.99% on time = 0.20% of monthly invoice <85% on time = 0.30% of monthly invoice + additional 0.10% for every additional failure of 1% or more. For months in which <20 incidents occur, the first failure shall not be counted for Service Credits. Each subsequent failure shall account for



KPI/SLA	Service Area	KPI/SLA description	Target	Service Credit
				0.10% of the monthly invoice.
007	<b>Change &amp; release</b>	Number of successful changes within required timeframe	Completion according to pre-determined timeframes	Not Applicable
008	<b>Change &amp; release Failures</b>	Number of failed changes & number of failed changes awaiting new change window	To be flagged daily / weekly	Not Applicable
009	<b>Incident, Change &amp; Release</b>	Communications & planning	All communications re Incidents / Changes and Releases to be approved by the appropriate DSA manager before sending on to users	Not Applicable

**Managed Service – Shared Services, DSA Applications, Cloud maintenance & tooling, Security – 010 - 017**

010	<b>JIRA Updates</b>	The Supplier shall ensure that all applicable tickets received from JIRA shall be updated within 4 hours.	Completion within 4 hours 100% within 8 hours. For every additional 4 hours over this 100% target, the ticket shall count as an additional failure.	>95% on time = 0% of monthly invoice 90%-94.99% on time = 0.10% of monthly invoice 85%-89.99% on time = 0.20% of monthly invoice <85% on time = 0.30% of monthly invoice + additional
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				0.10% for every additional failure of 1% or more. For months in which <20 tickets are raised, the first failure shall not be counted for Service Credits. Each subsequent failure shall account for 0.10% of the monthly invoice.
011	<b>Security Management</b>	The Supplier shall identify, address and report to the Buyer anomalous behaviours in line with agreed service levels.	Within 1 hour of identification the Buyer must be informed.  With 36 hours of resolution/address the report to be submitted to the Buyer.	Failure to comply will be deemed a security breach
012	<b>Environment Alignment</b>	The Supplier shall provide regular current and accurate information on the exact alignment of all pre- production and production environments	All pre-prod and prod environments shall be built to the same standard and be matched exactly with the same builds	100% on time = 0% of monthly invoice <100% = 3% of the monthly invoice
013	<b>Configuration Documentation</b>	The Supplier shall provide on request from the Buyer current and accurate information on the configuration of the service	Completion within 2 working days of the request.  100% within 2 working days of the request. For every additional 1 working day over this 100% target,	100% on time = 0% of monthly invoice <100% = 3% of the monthly invoice





		within 2 working days.	the incident shall count as an additional failure.	
<b>014</b>	<b>Application management and support services</b>	The Supplier shall ensure that all applications and software are updated to within 1 version of the latest release. (Unless otherwise agreed.)	Completion within 10 working days of the release of version n+2 of relevant software.	100% on time = 0% of monthly invoice <100% = 3% of the monthly invoice
<b>015</b>	<b>Application and Software patching</b>	The Supplier shall ensure that applications are patched within 7 working days of the release of a new (critical) patch.	99% of 'critical' patches within 5 working days. 100% of 'critical' patches within 7 working days.	>99% on time = 0% of monthly invoice 98.99%-97% on time = 1% of monthly invoice 96.99%-95% on time = 2% of monthly invoice <95% on time = 3% of monthly invoice + additional 1% for every additional failure of 1% or more.
<b>016</b>	<b>Application Documentation</b>	The Supplier shall update and maintain Application documentation which shall be made available to the Buyer no later than 5 working days after the implementation of any update.	Completion within 5 working days.  100% within 5 working days. For every additional 1 working day over this 100% target, the incident shall count as an additional failure.	>99% on time = 0% of monthly invoice 98.99%-97% on time = 1% of monthly invoice 96.99%-95% on time = 2% of monthly invoice <95% on time = 3% of monthly invoice + additional 1% for every additional failure of 1% or more.



017	<b>Service Availability</b>	<p>Measured as:</p> <p>(a) the amount of time, in minutes, during a Month that the Application is available to Buyer staff; and</p> <p>(b) as a percentage of the total number of minutes in the month.</p> <p>And expressed as a percentage, rounded to one decimal place based on the agreed service hours.</p>	<p>% (tbc) for each product and service according to the agreed business requirements or greater for normal business hours of operation (9am-5pm Monday to Friday – excluding Bank Holidays – except where service hours have been formally extended and agreed).</p>	<p>&gt;% (tbc) Availability = 0% of monthly invoice 98.99%-97% Availability = 1% of monthly invoice 96.99%-95% Availability = 2% of monthly invoice &lt;95% Availability = 3% of monthly invoice + additional 1% for every additional failure of 1% or more.</p>
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**Managed Service – Transition and Reporting 018-019**

018	<b>Service Transition</b>	<p>Measured against pre-agreed timelines for each transition. Documentation to be produced and reviewed in line with pre-agreed transition milestones and gateways.</p>	<p>All new / amended products and services will be transitioned from whichever internal or external source and the service model required will be agreed, mapped and tested according to the</p>	<p>All transition processes will be followed to meet the Buyer requirements, but each transition will also be designed to be specific to that product or service.</p>
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			requirements / NFR's.	
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### Managed Service – Delivery

019	<b>Service Delivery and Reporting</b>	Measured against pre-existing delivery protocols utilising the DSA service model which the Buyer owns and reserves the right to amend or change at its discretion. The model follows an agile / ITIL4 based solution	All service delivery methodologies and protocols will be set out to the Supplier at the start of the contract period, and all service delivery goals / output / issues will be reported on weekly by means of statistical reports, to be agreed with the Buyer. The Supplier will provide all the LMA to be able to report in real time across the whole of DSA.	All service reporting made up of the full set of 18 KPI/SLAs listed, will also be available on an Ad Hoc basis on request, and all data used to produce those reports will be freely available to the Buyer on DSA JIRA 24/7.
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## Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

8.2.5 The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

### Part A – Key Supplier Personnel

REDACTED

Key Supplier Personnel	Key Role(s)	Duration

### Part B – Key Sub-Contractors



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



<p><b>Aker Systems Limited</b> <b>25a Market Square</b> <b>Bicester</b> <b>Oxfordshire,</b> <b>OX26 6AD</b> <b>United Kingdom</b></p>	<p><b>10161344</b></p>	<p><b>Technical and Service Leadership – providing seniority and experience across the Data Platform Service (DPS), sharing domain and technical expertise to Buyer and stakeholder staff.</b></p> <p><b>Core Data Platform Services including Shared Services – providing a dedicated engineering team made up of DevOps, DataOps and SREs delivering a shared data platform product.</b></p> <p><b>Managed Support Services – providing an ITIL v4 aligned, dedicated support team running the DPS service, interfacing with Buyer Enterprise Services and Buyer Product</b></p>		<p><b>The Key Sub-contractor will provide the majority of the Buyers requested Data Platform Services (DPS) service. This will be delivered as an Integrated Managed Service – meaning that Support, Operations, Development and Engineering resources will be delivered via the same single service.</b></p>
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		<p><b>Support Services.</b></p> <p><b>Projects/Product Delivery Support Services – ensuring the Buyer has access to expertise and capability (DevOps, SRE, Design, Service Transition etc) to support demand for projects and products.</b></p> <p><b>Continuous Training Services – facilitating the knowledge transfer, upskilling training and coaching of Buyer staff.</b></p>		
<p><b>Capgemini UK plc</b></p>	<p><b>1 Forge End, Woking, GU21 6DB  00943935</b></p>	<p><b>62020 - Information technology consultancy activities</b></p>		<ul style="list-style-type: none"><li>• <b>Transformation, Programme and Technical Leadership</b></li><li>• <b>Data Engineering</b></li><li>• <b>Platform Engineering</b></li><li>• <b>Architecture</b></li></ul>

## Attachment 6 – Software

**Not Applicable**

REDACTED VERSION



## Attachment 7 – Financial Distress

### Joint Schedule 7 (Financial Difficulties)

#### 1 DEFINITIONS

In this Schedule, the following definitions shall apply:

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

<b>“Financial Indicators”</b>	need to put in place to ensure performance and delivery of the Deliverables in accordance with this Contract up to and including any Insolvency Event in respect of the relevant FDE Group entity;
<b>“Financial Target Thresholds”</b>	in respect of the Supplier, Key Sub-contractors, the Guarantor, the Supplier’s ultimate parent undertaking, the Key Sub-contractors’ ultimate parent undertakings, means each of the financial indicators set out at Paragraph 5.1 of this Schedule; and in respect of each Monitored Supplier, means those Applicable Financial Indicators;
<b>“Monitored Suppliers”</b>	means the target thresholds for each of the Financial Indicators set out at Paragraph 5.1 of this Schedule;
<b>“Primary Credit Ratings”</b>	means those entities specified at Paragraph 6 of this Schedule;
<b>“Primary Credit Ratings Agency”</b>	means D&B credit ratings;
<b>“Rating Agencies”</b>	means D&B;
	means the rating agencies listed in Annex 1 of this Schedule or such other rating agencies as CCS or the Buyer may decide to use;

**2 1.1 When this Schedule applies**

- 2.1 1.2 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.
- 2.2 1.3 The terms of this Schedule shall survive termination or expiry of this Contract:
- 2.3 1.3.1 under the C21479 Data Platform Services Call Off Contract until the later of (a) the termination or expiry of the C21479 Data Platform Services Call Off Contract or (b) the latest date of termination or expiry of any Order Contract entered into under the C21479 Data Platform Services Call Off Contract (which might be after the date of termination or expiry of the C21479 Data Platform Services Call Off Contract); and
- 2.4 1.3.2 under the Order Contract until the termination or expiry of the Order Contract.

**2 WARRANTIES AND DUTY TO NOTIFY**

- 2.2 The Supplier warrants and represents to CCS or the Buyer for the benefit of the Buyer that as at the Effective Date:
  - (a) the long-term Primary Credit Ratings issued for each entity in the FDE Group by each of the Rating Agencies are as set out in Annex 3 of this Schedule; and
  - (b) either:

- (i) the financial position or, as appropriate, the financial performance of each of the Supplier, Guarantor, Supplier's ultimate parent undertaking, Key Sub-contractors, and Key Subcontractors' ultimate parent undertakings satisfies the Financial Target Thresholds, or
- (ii) the relevant Appropriate Accepted Mitigations are in place.

2.2 The Supplier shall promptly notify (or shall procure that its auditors promptly notify) CCS and the Buyer in writing if there is any downgrade in the credit rating issued by the Primary Credit Ratings Agency for any entity in the FDE Group, which results in the level of risk being assessed as high or greater than average (and in any event within 5 Working Days of the occurrence of the downgrade). The categorisation of credit ratings by risk level is defined in Annex 1.

2.3 The Supplier shall:

- (a) regularly monitor the credit ratings of each entity in the FDE Group with the Primary Credit Ratings Agency;
- (b) monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds at least quarterly from the effective date, and update the Financial Indicators when public information becomes available, and in any event, no less than once a year within 285 days after the Accounting Reference Date;
- (c) provide regular updates to CCS and the Buyer on, as a minimum, the Primary Credit Ratings for each entity in the FDE Group;
- (d) promptly notify (or shall procure that its auditors promptly notify) CCS and the Buyer in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event (and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event).; and
- (e) ensure when complying with this Paragraph 2.3 that it complies with the law of England and Wales, including all market regulations and local law that applies to England and Wales.

2.4 For the purposes of determining whether a Financial Distress Event has occurred pursuant to the provisions of Paragraphs 3.1(a), the credit rating of an FDE Group entity shall be deemed to have dropped below the applicable Credit Rating Threshold if:

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

### **3 FINANCIAL DISTRESS EVENTS AND APPROPRIATE ACCEPTED MITIGATIONS**

3.1 The following shall be Financial Distress Events, unless an Appropriate Accepted Mitigation is in place:

- (a) the credit rating of an FDE Group entity dropping below the applicable Credit Rating Threshold;
- (b) an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;

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

- (v) the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or
- (vi) the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity,

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

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

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

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

3.3 Failure by CCS or the Buyer to exercise its rights under Paragraph 4 of this Schedule shall constitute acceptance of the Appropriate Accepted Mitigation, unless such failure was due to an act or omission of the Supplier.

3.4 For the purposes of this Paragraph 3 Appropriate Accepted Mitigations include:

- (a) for the Supplier:

- (i) the existence of a valid Guarantee provided by a Parent Undertaking as Guarantor: and
  - (ii) the Guarantor is not subject to an FDE for which there is no Appropriate Accepted Mitigation; and
  - (iii) the Supplier's ultimate parent undertaking is not subject to an FDE for which there is no Appropriate Accepted Mitigation; and
- (b) for Sub-contractors:
- (i) The existence of a valid Guarantee provided by a Parent Undertaking as Guarantor: and
  - (ii) the Guarantor is not subject to an FDE for which there is no Appropriate Accepted Mitigation; and
  - (iii) the Sub-contractor's ultimate parent undertaking is not subject to an FDE for which there is no Appropriate Accepted Mitigation; and
- (c) for all entities within the FDE Group:

a mitigation that reduces the level of risk of the FDE to a level acceptable to CCS or the Buyer. This may include access to sufficient unused credit facilities or other risk mitigations, as listed in the Outsourcing Playbook '*Assessing and Monitoring the Economic and Financial Standing of Suppliers*' Guidance note available at: [Assessing and monitoring the economic and financial standing of suppliers guidance note May 2021.pdf \(publishing.service.gov.uk\)](https://publishing.service.gov.uk/guidance/assessing-and-monitoring-the-economic-and-financial-standing-of-suppliers-guidance-note-may-2021).

- 3.5 All Appropriate Accepted Mitigations including any new or amended Appropriate Accepted Mitigations will be documented and recorded in a format and location agreed between the Parties (for example in a dedicated and access-controlled area of the Virtual Library).

#### **4 CONSEQUENCES OF FINANCIAL DISTRESS EVENTS**

- 4.1 Immediately upon notification by the Supplier of a Financial Distress Event in accordance with Paragraph 2.3(d) (or if CCS or the Buyer becomes aware of a Financial Distress Event without notification and brings the event to the attention of the Supplier) and subject to Paragraph 3, the Supplier shall have the obligations and CCS and the Buyer shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.

- 4.2 In the event of the first instance within a rolling 3-month period, of a late or non-payment of a Key Sub-contractor pursuant to Paragraph 3.1, CCS and the Buyer shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier 10 Working Days to:
- (a) rectify such late or non-payment; or
  - (b) demonstrate to CCS and the Buyer's reasonable satisfaction that there is a valid reason for late or non-payment.
- 4.3 The Supplier shall (and shall procure that any Guarantor, Key Sub-contractor, Monitored Supplier, and any relevant Parent Undertaking (for the Supplier or a Key Sub-contractor) shall):
- (a) at the reasonable request of CCS or the Buyer, meet CCS or the Buyer as soon as reasonably practicable (and in any event within 3 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as CCS or the Buyer may permit and notify to the Supplier in writing) to review the effect of the Financial Distress Event on the continued performance and delivery of the Deliverables in accordance with this Contract; and
  - (b) where CCS or the Buyer reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3(a)) that the Financial Distress Event could impact on the continued performance and delivery of the Deliverables in accordance with this Contract:
    - (i) submit to CCS or the Buyer for its approval, a draft Financial Distress Service Continuity Plan as soon as reasonably practicable (and in any event, within 10 Working Days of the initial notification (or awareness) of the Financial Distress Event or such other period as CCS or the Buyer may permit and notify to the Supplier in writing); and
    - (ii) to the extent that it is legally permitted to do so and subject to Paragraph 4.8, provide such information relating to the Supplier, Guarantor, Key Sub-contractor, Monitored Supplier, and any relevant Parent Undertaking (for the Supplier or a Key Sub-contractor), as CCS or the Buyer may reasonably require in order to understand the risk to the Deliverables, which may include without limitation forecasts in relation to cash flow, orders and profits and details of financial measures being considered to mitigate the impact of the Financial Distress Event and other information that might be price sensitive.



- 4.4 CCS or the Buyer shall not withhold its approval of a draft Financial Distress Service Continuity Plan unreasonably. If CCS or the Buyer does not approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to CCS or the Buyer within 5 Working Days of the rejection of the first draft. This process shall be repeated until the Financial Distress Service Continuity Plan is either:
- (a) approved by CCS or the Buyer;
  - (b) referred, by notice sent by either Party to the other Party explaining why it thinks the Financial Distress Service Continuity Plan has not been approved, to commercial negotiation led by senior representatives who have Buyer to agree the Financial Distress Service Continuity Plan to be held within 28 days of the date of the notice; or
  - (c) finally rejected by CCS or the Buyer.
- 4.5 If CCS or the Buyer considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not ensure the continued performance of the Supplier's obligations in accordance with the Contract, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.
- 4.6 Following approval of the Financial Distress Service Continuity Plan by the CCS or Buyer, the Supplier shall:
- (a) on a regular basis (which shall not be less than fortnightly):
    - (i) review and make any updates to the Financial Distress Service Continuity Plan as the Supplier may deem reasonably necessary and/or as may be reasonably requested by CCS or the Buyer, so that the plan remains adequate, up to date and ensures the continued performance and delivery of the Deliverables in accordance with this Contract; and
    - (ii) provide a written report to CCS or the Buyer setting out its progress against the Financial Distress Service Continuity Plan, the reasons for any changes made to the Financial Distress Service Continuity Plan by the Supplier and/or the reasons why the Supplier may have decided not to make any changes;

- (b) where updates are made to the Financial Distress Service Continuity Plan in accordance with Paragraph 4.6(a), submit an updated Financial Distress Service Continuity Plan to CCS and the Buyer for its approval, and the provisions of Paragraphs 4.4 and 4.5 shall apply to the review and approval process for the updated Financial Distress Service Continuity Plan; and
  - (c) comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).
- 4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event under Paragraph 4.1 (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify CCS and the Buyer and the Parties may agree that the Supplier shall be relieved of its obligations under Paragraph 4.6.
- 4.8 The Supplier shall use reasonable endeavours to put in place the necessary measures to ensure that the information specified at Paragraph 4.3(b)(ii) is available when required and on request from CCS and the Buyer and within reasonable timescales. Such measures may include:
  - (a) obtaining in advance written confirmation from Key Sub-contractors, the Guarantor, Monitored Suppliers, and any relevant Parent Undertaking (for the Supplier or a Key Sub-contractor) authorising the disclosure of the information to the CCS and Buyer and/or entering into confidentiality agreements which permit disclosure;
  - (b) agreeing in advance with CCS and the Buyer, the Key Sub-contractors, the Guarantor Monitored Suppliers, and any relevant Parent Undertaking (for the Supplier or a Key Sub-contractor) a form of confidentiality agreement to be entered by the relevant parties to enable the disclosure of the information to the CCS and the Buyer;
  - (c) putting in place any other reasonable arrangements to enable the information to be lawfully disclosed to the CCS and the Buyer (which may include (without limitation) making information available to nominated CCS and Buyer personnel through confidential arrangements, subject to their consent); and
  - (d) disclosing the information to the fullest extent that it is lawfully entitled to do so, including through the use of redaction, anonymisation and any other techniques to permit disclosure of the information without breaching a duty of confidentiality.

## 5 FINANCIAL INDICATORS

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

Financial Indicator	2.6 Calculation <sup>1</sup>	2.7 Financial Target Threshold:	2.8 Monitoring and Reporting Frequency (if different from the default position set out in Paragraph 2.3(b))
<p>1</p> <p><b>The higher of (a) the Operating Margin for the most recent 12-month period and (b) the average Operating Margin for the last two 12-month periods</b></p>	<p>2.10 <i>Operating Margin = Operating Profit / Revenue</i></p>	<p><b>&gt; 5%</b></p>	<p>2.11 Tested and reported at least quarterly in arrears based on the latest publicly available information. Calculation as a minimum should be updated within 285 days of each Accounting Reference Date based upon figures for the 12 months ending on the relevant accounting reference date.</p>
<p>2.12 2</p> <p><b>Net Debt to EBITDA Ratio</b></p>	<p>2.13 <i>Net Debt to EBITDA ratio = Net Debt / EBITDA</i></p>	<p><b>&lt; 3.5 times</b></p>	<p>Tested and reported at least quarterly in arrears based on latest publicly available information. Calculation as a minimum should be updated within 285 days of each accounting reference date based upon EBITDA for the 12 months ending on, and Net Debt at, the relevant accounting reference date</p>

<p>3</p> <p><b>Net Debt + Net Pension Deficit to EBITDA ratio</b></p>	<p>2.16 Net Debt + Net Pension Deficit to EBITDA Ratio = (Net Debt + Net Pension Deficit) / EBITDA</p>	<p>.17 &lt; 5 times</p>	<p>2.18 Tested and reported quarterly in arrears based on latest publicly available information. Calculation as a minimum should be updated within 285 days of each accounting reference date based upon EBITDA for the 12 months ending on, and the Net Debt and Net Pension Deficit at, the relevant accounting reference date.</p>
<p>2.19 4</p> <p><b>Net Interest Cover</b></p>	<p>2.20 <i>Net Interest Payable Cover = Earnings Before Interest and Tax / Net Interest Payable</i></p>	<p>2.21 &gt; 3 times</p>	<p>Tested and reported at least quarterly in arrears based on latest publicly available information. Calculation as a minimum should be updated within 285 days of each accounting reference date based upon figures for the 12 months ending on the relevant accounting reference date.</p>
<p>2.23 5</p> <p><b>Current Ratio</b></p>	<p><b>Current Ratio = Current Assets / Current Liabilities</b></p>	<p>2.24 &gt; 1 times</p>	<p>Tested and reported quarterly in arrears based on latest publicly available information. Calculation as a minimum should be updated within 285 days of each accounting reference date based upon figures at the relevant accounting reference date.</p>
<p>2.26 6</p> <p><b>Net Asset value</b></p>	<p>2.27 <i>Net Asset Value = Net Assets</i></p>	<p>2.28 &gt; £0</p>	<p>2.29 Tested and reported quarterly in arrears based on latest publicly available information. Calculation as a minimum should be updated within 285 days of each accounting reference date based upon figures at the relevant accounting reference date.</p>

<p style="text-align: center;">2.30 7</p> <p>Group Exposure Ratio</p>	<p>2.31 <i>Group Exposure Ratio = Current Assets – Group Assets – Current Liabilities</i></p>	<p style="text-align: center;">2.32 &gt; £0</p> <p style="text-align: center;"><b>If lower a PCG may be required</b></p>	<p>Tested and reported quarterly in arrears based on the latest publicly available information. Calculation as a minimum should be updated within 285 days of each accounting reference date based upon figures at the relevant accounting reference date.</p>
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2.34 Key: <sup>1</sup> – See Annex 4 of this Schedule which sets out the calculation methodology to be used in the calculation of each Financial Indicator.

## 6 MONITORED SUPPLIERS

6.1 Monitored Suppliers shall be designated at contract signature.

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

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

Monitored Supplier	Applicable Financial Indicators (these are the Financial Indicators from the table in Paragraph 5.1 which are to apply to the Monitored Suppliers)
<p style="text-align: center;">SVGC Ltd</p> <p style="text-align: center;">Aker Systems Ltd</p> <p style="text-align: center;">Cappgemini PLc</p>	<p style="text-align: center;">As per Annex 3 in this Schedule, below.</p>

## **7 TERMINATION RIGHTS**

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

- (a) the Supplier fails to notify the Buyer of a Financial Distress Event in accordance with Paragraph 2.3(c);
- (b) the supplier fails to comply with any part of Paragraph 4.3;
- (c) the Buyer finally rejects a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.4 to 4.5; and/or
- (d) the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6(c).

(a) If the Contract is terminated in accordance with Paragraph 5.1, Clauses 10.6.1 and 10.6.2 of the Core Terms shall apply as if the Contract had been terminated under Clause 10.4.1.

## **8 BOARD CONFIRMATION**

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

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

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

8.3 In respect of the first Board Confirmation to be provided under this Contract, the Supplier shall provide the Board Confirmation within 15 months of the Effective Date if earlier than the timescale for submission set out in Paragraph 8.1 of this Schedule.

- 8.4 Where the Supplier is unable to provide a Board Confirmation in accordance with Paragraphs 8.1 to 8.3 of this Schedule due to the occurrence of a Financial Distress Event or knowledge of subsisting matters which could reasonably be expected to cause a Financial Distress Event, it will be sufficient for the Supplier to submit in place of the Board Confirmation, a statement from the Board of Directors to the Buyer (and where the Supplier is a Strategic Supplier, the Supplier shall send a copy of the statement to the Cabinet Office Markets and Suppliers Team) setting out full details of any Financial Distress Events that have occurred and/or the matters which could reasonably be expected to cause a Financial Distress Event.

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**ANNEX 1: RATING AGENCIES AND THEIR STANDAR RATING SYSYTEM**

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

<b>Rating Agency</b>	<b>Credit Rating Level</b>	<b>Risk level</b>
Standard and Poor's	Credit Rating Level 1 = [AAA] [AA+] [AA] [AA-] [A+] [A] [A-]	Low Risk
	Credit Rating Level 2 = [BBB+] [BBB] [BBB-] [BB+] [BB] [BB-] [B+] [B] [B-]	Greater Than Average Risk
	Credit Rating Level 3 = [CCC] [CC] [C] [D] [NR]	High Risk
Moodys	Credit Rating Level 1 = [Aaa] [Aa] [A]	Low Risk
	Credit Rating Level 2 = [Baa] [Ba] [B]	Greater Than Average Risk
	Credit Rating Level 3 = [Caa] [Ca] [C]	High Risk
Dun and Bradstreet	Credit Rating Level 1 = Failure Score of 51 or above	Low Risk
	Credit Rating Level 2 = Failure Score of 11 to 50	Greater Than Average Risk
	Credit Rating Level 3 = Failure Score of 10 or below	High Risk
Experian	Credit Rating Level 1 = 51 or above	Low Risk
	Credit Rating Level 2 = 26 to 50	Greater Than Average Risk
	Credit Rating Level 3 = 25 or below	High Risk
Companywatch	Credit Rating Level 1 = 36 and above	Low Risk



	Credit Rating Level 2 = 26 to 35	Greater Than Average Risk
	Credit Rating Level 3 = 25 or below	High Risk

REDACTED VERSION

## **ANNEX 2: APPROPRIATE ACCEPTED MITIGATIONS**

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

(i)

(ii) For Sub-Contractor continued support from the Parent Undertaking, where the Parent Undertaking is not subject to an FDE for which there is no Appropriate Accepted Mitigation

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**ANNEX 3: Credit Ratings And Credit Rating Thresholds**

<b>Entity</b>	<b>Credit Rating (long term)</b> <i>(insert the actual credit rating issued for the entity at the Effective Date)</i>	<b>Credit Rating Threshold</b> <i>(insert the minimum actual rating (e.g. AA-) or the minimum Credit Rating Level (e.g. Credit Rating Level 3))</i>
<b>(Supplier)</b> <b>SVGC Limited</b>	Dunn & Bradstreet – Failure Score Company Watch – H-Score <b>49</b>	Dunn & Bradstreet – Failure Score <b>11</b>  Company Watch – H-Score <b>26</b>
<b>Supplier Ultimate Parent</b>	N/A	N/A
<b>Key Sub-contractor 1</b> <b>Aker Systems Limited</b>	Dunn & Bradstreet – Failure Score <b>80</b> Company Watch – H-Score <b>90</b>	Dunn & Bradstreet – Failure Score <b>11</b> Company Watch – H-Score <b>26</b>
<b>Key Sub-contractor 1</b> <b>Guarantor</b> <b>Ensco 1366 Limited</b>	Dunn & Bradstreet – Failure Score <b>65</b> Company Watch – H-Score <b>90</b>	Dunn & Bradstreet – Failure Score <b>11</b> Company Watch – H-Score <b>26</b>
<b>Key Sub-contractor 2</b> <b>Capgemini UK Plc</b>	Dunn & Bradstreet – Failure Score <b>99</b> – Company Watch – H-Score <b>74</b>	Dunn & Bradstreet – Failure Score <b>11</b> Company Watch – H-Score <b>26</b>

## ANNEX 4: Calculation Methodology for Financial Indicators

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

### General methodology

1. **Terminology:** The terms referred to in this Annex are those used by UK companies in their financial statements. Where the entity is not a UK company, the corresponding items should be used even if the terminology is slightly different (for example a charity would refer to a surplus or deficit rather than a profit or loss).
2. **Groups:** Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.
3. **Foreign currency conversion:** Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.
4. **Treatment of non-underlying items:** Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

### Specific Methodology

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

Financial Indicator	Specific Methodology
	<p><b>“EBITDA”</b> = <i>Operating profit + Depreciation charge + Amortisation charge. EBITDA is to exclude exceptional items, such as restructuring costs or impairments, and to include any share of Subsidiaries’ EBITDA.</i></p> <p>The majority of the elements used to calculate the Net Debt to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement (or Statement of Financial Activities) and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <ul style="list-style-type: none"> <li>• <b>Net Debt:</b> The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest-bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.</li> </ul> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <p>Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.</p> <p><b>EBITDA:</b> Operating profit should be shown on the face of the Income Statement (or Statement of Financial Activities) and, for the purposes of calculating this Financial Indicator. <i>The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial</i></p>

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

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

Financial Indicator	Specific Methodology
	<p>Operating profit should be shown on the face of the Income Statement (or Statement of Financial Activities) in a standard set of financial statements. Operating Profit is to exclude exceptional items, such as restructuring costs or impairments, and to include any share of Subsidiaries' Operating Profit</p> <p>Interest receivable and interest payable should be shown on the face of the Cash Flow statement.</p> <p>Where Net interest payable is negative (i.e. the entity has net interest receivable), the relevant Financial Target Threshold should be treated as having been met.</p> <p>For Charities Operating Profit would be Net Income or Expenditure after Charitable Activities / Income</p>
<p>5</p> <p><b>Current Ratio</b></p>	<p>All elements that are used to calculate the Current Ratio are available on the face of the Balance Sheet in a standard set of financial statements.</p>
<p>6</p> <p><b>Net Asset value</b></p>	<p>Net Assets are shown (but sometimes not labelled) on the face of the Balance Sheet of a standard set of financial statements. Net Assets are sometimes called net worth or 'Shareholders' Funds'. They represent the net assets available to the shareholders. Where an entity has a majority interest in another entity in which there are also minority or non-controlling interests (i.e. where it has a subsidiary partially owned by outside investors), Net Assets should be taken inclusive of minority or non-controlling interests (as if the entity owned 100% of such entity).</p> <p>For Charities Net Assets would be Total Charity Funds</p>
<p>7</p> <p><b>Group Exposure Ratio</b></p>	<p><b>"Group Assets"</b> = <i>Current and Non-Current Balances owed by Group Undertakings</i></p> <p><b>Group Exposure:</b> Balances owed by (i.e. receivable from) Group Undertakings are shown within Non-Current assets or Current assets</p>



Financial Indicator	Specific Methodology
	<p>either on the face of the Balance Sheet or in the relevant notes to the financial statements. In many cases there may be no such balances, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.</p> <p><u>Current Assets &amp; Current Liabilities:</u> Both Current assets and Current Liabilities are shown on the face of the Balance Sheet</p>

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**ANNEX 5: BOARD CONFIRMATION**

**Supplier Name:**

**Contract Reference Number:**

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

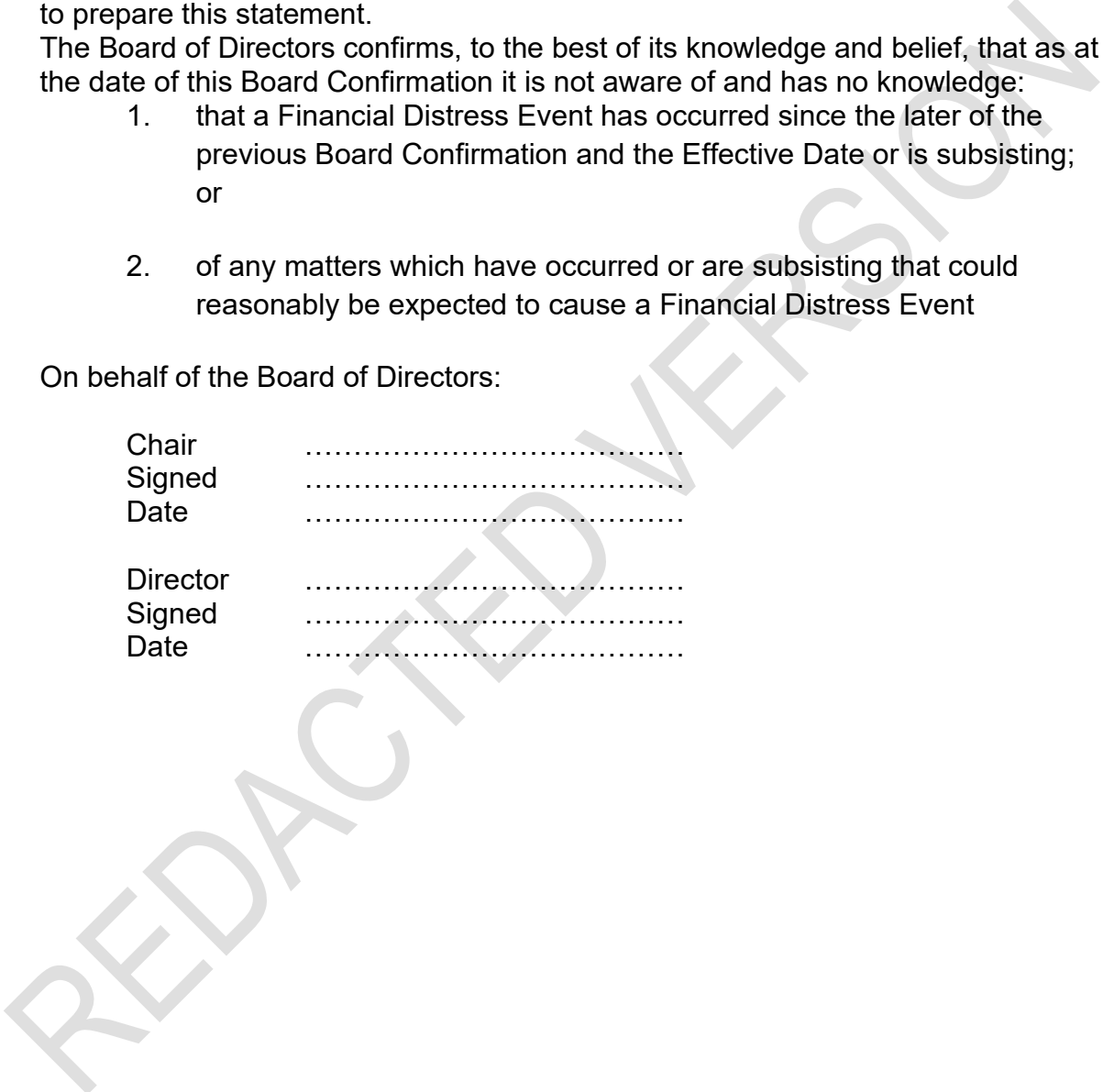
The Board of Directors confirms, to the best of its knowledge and belief, that as at the date of this Board Confirmation it is not aware of and has no knowledge:

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

On behalf of the Board of Directors:

Chair .....  
Signed .....  
Date .....

Director .....  
Signed .....  
Date .....

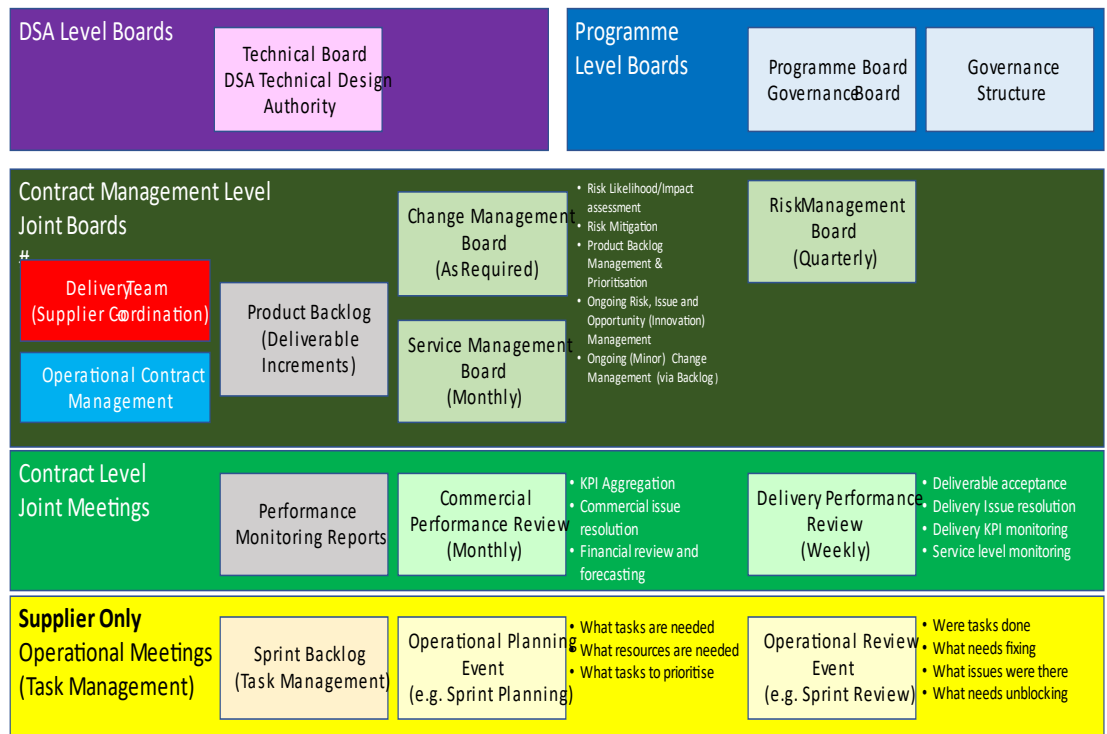


## Attachment 8 – Governance

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

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

**Table 1 – Relationship between the Boards and Meetings**



1.1 Within the context of this Call Off Contract, the **Technical Board** the Buyer DSA Technical Design Authority and the **Programme Level Boards** are the main board for approving new projects and major programmes.

1.2 The **Change Management Board** focuses on significant change (such as raising new Statements of Work and governing material changes to the Contract). Part of their role (is delegated to the **Service Management Board** in their capacity to manage the Product Backlog.

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

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

The following roles will participate in the respective boards

### 1. Technical and Programme Level Boards and Attendees

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

<b>Programme Board</b>	
Buyer members of Programme Board (include details of chairperson)	REDACTED
Supplier members of Programme Board	REDACTED
Start date for Programme Board meetings	Within 12 weeks following Call Off Contract Commencement
Frequency of Programme Board meetings	Monthly / Quarterly
Location of Programme Board meetings	Virtually via Microsoft Teams or Buyer Office when relevant or by invitation

### 2. Operational Level Boards

9 Service Management Board	
Buyer Members of Service Management Board (include details of chairperson)	REDACTED
Supplier Members of Service Management Board	REDACTED
Start Date for Service Management Board meetings	2 weeks following Call Off Contract Commencement
Frequency of Service Management Board meetings	Monthly
Location of Service Management Board meetings	Virtually via Microsoft Teams or Buyer Office when relevant or by invitation

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

<b>Risk Management Board</b>	
Buyer Members for Risk Management Board (include details of chairperson)	REDACTED

Supplier Members for Risk Management Board	REDACTED
Start Date for Risk Management Board meetings	4 weeks following Call Off Contract Commencement
Frequency of Risk Management Board meetings	Fortnightly
Location of Risk Management Board meetings	Virtually via Microsoft Teams or Buyer Office when relevant or by invitation

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

This Attachment 9 will be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule will be with the Buyer at its absolute discretion.

1.1 The contact details of the Buyer's Data Protection Officer are: REDACTED

1.2 The contact details of the Supplier's Data Protection Officer are: REDACTED

1.3 The Processor will comply with any further written instructions with respect to processing by the Controller.

1.4 Any such further instructions will be incorporated into this Attachment 9.

REDACTED

REDACTED VERSION



## Attachment 10 – Transparency Reports

As set out in Schedule 6 within three (3) months from the Commencement Date or otherwise agreed between the Parties. The Supplier will set out the Transparency Reports requested by the Buyer.

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

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

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

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

### Framework Schedule 4 – Annex Call Off Terms amendments

Clause 12 –Staff Transfer - additional clause added

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

- Its failure to:
  - at the request of the Buyer, with 28 days fully and accurately disclose to the Buyer all staff information (as detailed in the contract between the Former Supplier and the Buyer ref C18864) including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services;
  - notify the Buyer of any changes to this information as soon as reasonably possible;
  - not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) of their terms and conditions, other than in the ordinary course of business;
  - co-operate with the re-tendering of contract between the Former Supplier and the Buyer (ref C18864) by allowing the Supplier to communicate and meet with the affected employees or their representatives.
- Any claim by any employee or person claiming to be an employee (or an employee representative) of the Former Supplier which arises or is alleged to arise from any act or omission by the Former Supplier on before the date of the Relevant Transfer.”

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

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

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

Paragraph 1.1.2 is amended as follows:  
"the later of" is replaced with "the earlier of". The remainder of paragraph 1.1.2 remains unchanged

**S1 Implementation Plan** additional definitions

<b>“Service Commencement Date”</b>	Means the Milestone Date(s) (or where there is more than one, from the relevant Milestone Date) on which the Supplier achieves the Milestone designated in the Implementation Plan as the point at which the Services should begin and the final Milestone Achievement Certificate has been approved by the Buyer and ATP has been granted
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<b>“ATP Milestone Date”</b>	the Milestone Date on which the Supplier is granted Authority to Proceed in respect of the relevant operational Service Commencement Date provided by the Buyer
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<b>“Authority to Proceed” or “ATP”</b>	the point at which the Supplier is authorised to provide the relevant Services to the Buyer provided in the form of a Milestone Achievement Certificate
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**RM6100 Additional/Alternative Schedules and Clauses**

**Clause C3 – Collaboration Agreement – See Annex 1A below**

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

Existing Paragraph 3.4.2 is amended to read:

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

**Existing Paragraph 3.5** is renumbered as 3.4.3.

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

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

**Existing Paragraph 3.8 is amended to read:**

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

**Existing Paragraph 3.4.2 is amended to read:**

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

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

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

**Existing Paragraph 3.9 is amended to read:**

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

**Existing Paragraph 4.2.2 is amended to read:**

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

**Existing Paragraph 5.1.4 is amended to read:**

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

**Existing Paragraph 7.1 is amended to read:**

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

**Existing Paragraph 9.5.4 is amended to read:**

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

New Schedule added –

Annex 1B Contract Management Process and Balanced Scorecard

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

**Additional Schedule S3 (Security Requirements)**

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

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

**1. Open Book Data Definition**

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

a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;

b) operating expenditure relating to the provision of the Deliverables including an analysis showing:

i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;

ii) staff costs broken down into the number and grade/role of all

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

a) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and

b) Reimbursable Expenses, if allowed under the Order Form;

1.3 Overheads;

a) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;

b) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;

c) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;

d) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and

e) the actual Costs profile for each Service Period;

**Annex 1A RM6100 Collaboration Agreement**

REDACTED VERSION

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**RM6100 TECHNOLOGY SERVICES 3  
COLLABORATION AGREEMENT**

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**CONFIDENTIAL AND SUBJECT TO CONTRACT**

[insert date]

REDACTED VERSION



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**BETWEEN:**

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

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

**WHEREAS:**

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

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

**1. DEFINITIONS AND INTERPRETATION**

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

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

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

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

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

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

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

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

**“Effective Date”** means [DATE];

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

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

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

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

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

## 1.2 General

### 1.2.1 As used in this Agreement:

1.2.1.1 the masculine includes the feminine and the neuter; and

1.2.1.2 the singular includes the plural and vice versa.

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

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

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

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

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

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

## **2. TERM OF THE AGREEMENT**

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

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

## **3. PROVISION OF THE COLLABORATION PLAN**

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

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

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

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

#### **4. COLLABORATION ACTIVITIES**

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

#### **5. INVOICING**

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

Days of receipt of a valid invoice.

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

**6. CONFIDENTIALITY**

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

- 6.2 Each Collaboration Supplier warrants that:

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

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

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

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

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

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

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

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

## **7. WARRANTIES**

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

## **8. LIMITATION OF LIABILITY**

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

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

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



- 8.6.1 additional operational and/or administrative costs and expenses arising from a Collaboration Supplier's Default; and/or
- 8.6.2 wasted expenditure or charges rendered unnecessary and/or incurred by the Buyer arising from a Collaboration Supplier's Default.

**9. DISPUTE RESOLUTION PROCEDURE**

- 9.1 All disputes between any of the parties arising out of or relating to this Agreement shall be referred, by any party involved in the dispute, to the representatives of the parties specified in the Detailed Collaboration Plan.
- 9.2 If the dispute cannot be resolved by the parties' representatives nominated under Clause 9.1 within a maximum of five (5) Working Days (or such other time as otherwise agreed in writing by the parties) after it has been referred to them under Clause 9.1, then except where a party seeks urgent injunctive relief, the parties shall refer it to mediation pursuant to the procedure set out in Clause 9.3 unless the Buyer considers (acting reasonably and considering any objections to mediation raised by the other parties) that the dispute is not suitable for resolution by mediation.
- 9.3 The procedure for mediation and consequential provisions relating to mediation are as follows:
  - 9.3.1 a neutral adviser or mediator (the "**Mediator**") shall be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one party to the other parties to appoint a Mediator or if the Mediator agreed upon is unable or unwilling to act, any party shall within ten (10) Working Days from the date of the proposal to appoint a Mediator or within ten (10) Working Days of notice to the parties that he is unable or unwilling to act, apply to the Chairman of the Law Society to appoint a Mediator;
  - 9.3.2 the parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held;
  - 9.3.3 unless otherwise agreed by the parties in writing, all negotiations connected with the dispute and any settlement agreement relating to it

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

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

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

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

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

## **10. TERMINATION AND CONSEQUENCES OF TERMINATION**

### **10.1 Termination**

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

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

### **10.2 Consequences of Termination**

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

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

## **11. GENERAL PROVISIONS**

### **11.1 Force Majeure**

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

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

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

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

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

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

## 11.2 Assignment and Subcontracting

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

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

## 11.3 Notices

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

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

## 11.4 Entire Agreement

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

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

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

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

#### 11.5 Rights of Third Parties

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

#### 11.6 Severability

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

#### 11.7 Variations

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

#### 11.8 No waiver

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

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

11.9 Governing Law and Jurisdiction

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

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

**FOR AND ON BEHALF OF THE BUYER**

Signed by:

Full name (capitals): .....

Position: .....

Date: .....

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

Signed by: .....

Full name (capitals): .....

Position: .....

Date: .....

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

Signed by: .....

Full name (capitals): .....

Position: .....

Date: .....

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

Signed by:

Full name (capitals):

.....  
.....

Position:

.....

Date:

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

Signed by:

Full name (capitals):

.....  
.....

Position:

.....

Date:

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

Signed by:

Full name (capitals):

.....  
.....

Position:

.....

Date:

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

Signed by:

Full name (capitals):

.....  
.....

Position:

.....

Date:

**SCHEDULE 1**

**LIST OF CONTRACTS**

<b>COLLABORATION SUPPLIER</b>	<b>NAME/REFERENCE OF CONTRACT</b>	<b>EFFECTIVE DATE OF CONTRACT</b>

REDACTED VERSION



# Operational Contract Management and Balanced Scorecard process

**Version 1**

REDACTED VERSION

## Contents

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2. Scope of Operational Contract Management
3. Supplier & Operational Contract Management Levels of Working
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## 1. OPERATIONAL CONTRACT MANAGEMENT

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

## 2. SCOPE OF OPERATIONAL CONTRACT MANAGEMENT

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

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

### 2.1 Operational Contract Management Role and Responsibilities

- 2.1.1 **Call-Off Contract Management** covering contract management obligations between the Supplier and the Buyer over the life of the Call-Off Contract (see Appendix B Call Off Contract Management);
- 2.1.2 **Statement of Work Management (“SOW Management”)** ) are used to describe the work to be conducted at varying levels of detail by the Supplier from cradle to grave and/or handover to follow on SOW/s if applicable. The SOW will include the anticipated team delivering the services using the rate card set out in the Call Off Contract schedule Attachment 2 Charges and Invoicing for capped time and materials;
- 2.1.3 **Product Backlog (Scrum™) or Prioritised Requirements List (AgilePM®) (the “Backlog”)** which is the cornerstone of ongoing operational product management and is considered a live contract artefact (see Appendix D – Product Backlog);

- 2.1.4 **Operational Buyer/Supplier Management** oversees and monitors the operational relationship between the Buyer and the Supplier;
- 2.1.5 **Collaborative Buyer/Supplier Events** - organises and manage events where multiple suppliers working on the same or related areas of work may come together with the Buyer, to discuss mutual ideas for improvement, future pipelines, etc.
- 2.1.6 **“Operational Planning Events”**- managing granular level tasks to be executed by the Supplier at the Scrum Sprint / Timebox (AgilePM) sized task level (frequency determined by the Supplier);
- 2.1.7 **“Operational Review Events”** - review achievements on individual Sprints/Timeboxes, learning lessons from previous activity/s and understand the actual effort used which will be fed into both the Commercial and Delivery Performance Meetings.
- 2.1.8 **“Delivery Performance Reviews”** the Buyer agrees Deliverable Increments acceptance (the equivalent of Milestone Acceptance). These reviews exclude task management (the sole responsibility of the Supplier). Delivery Performance Reviews are the first level for resolving delivery related issues and blockages. Frequency of these review meetings weekly.
- 2.1.9 **“Commercial Performance Reviews”** are intended to be held monthly, typically at month end post invoicing by the Supplier and include the following;-
- Whilst “receipt” will typically be via Milestone Acceptance (Delivery Performance Review process) these meetings will discuss commercially related issues (such as partial completion, performance, etc) that requires resolution prior to (or as part of) invoice approval;
  - Approve actual costs presented versus agreed price. Outputs will be used for improving future fixed price work estimates;
  - Point of receipt to agree KPI and performance related information for benchmarking purposes;
  - Review consolidated spend to date and forecast information for future planning purposes;
  - Plan any subsequent SOWs
  - Focus point for Operational Contract Management activities involving the Supplier and Buyer representatives covering delivery, quality, commercial and finance topics.

- 2.1.10 **Backlog Planning/Review Events** (a primary responsibility of the Service Board): These events will refine and prioritise the Product Backlog (at Deliverable Increment/user story level and above) for input to the more detailed SOW task level product backlog managed under the Supplier Operational Planning Events described above. If the Incremental Fixed Price charging mechanism is in use under a SOW, these events will agree the “price” for a Deliverable Increment (backed up by an estimate of effort linked to the Call-Off Rate Card).
- 2.1.11 **Contract Board Events** as set out in Attachment 8 Governance of the Call Off Contract illustrate the different Boards and the related meetings which form the basis of contract management. The Buyer Operational Contract Manager will liaise with relevant board organisers when Services under the Call Off Contract need to be discussed and relevant approvals required.
- 2.1.12 **Balanced Scorecard reviews** provides the monitoring mechanism to visually summarise the status of the Call-Off Contract contracted obligations and Supplier Operational performance. It is anticipated the Balanced Scorecard will operate at the overall Buyer/Supplier level;
- 2.1.13 **Delivery Planning** - delivery planning in the form of Gantt charts or project plans (typically a Plan on a Page [POAP]), or it may be in the form of agile tools such as roadmaps, Epic boards, Elaboration and/or Sprint Boards, Kanban boards, etc.
- 2.1.14 **Risk Management** Throughout the term of the Call-Off Contract risk management practices will be applied as described in section 5.5. The Buyer will monitor Supplier risk management activities (such as ongoing financial credit rating checks) as part of the Operational Contract Management processes.

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

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

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

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

- 2.1.16 **Delivery Performance Review Meetings** will be held frequently (typically weekly). Its purpose is to collate feed-back and resolve routine operational delivery issues from the various Supplier teams (typically falling out of the Operational Review Meetings [e.g. Sprint Review Meetings] managed by the Supplier).
- 2.1.17 **Commercial Performance Review Meetings** are intended to capture an aggregated view of performance and incorporate finance and commercial matters (e.g., spend to date, forecasting, resource profiling, etc) ultimately leading to the Balanced Scorecard. Please refer to Call Off Contract Attachment 8 Governance
- 2.1.18 **Change Control Procedure** With the specific exceptions listed below, the principles and terms within Call-Off Schedule 5 Change Control Procedure will apply to material changes, which for the purposes of this Contract specifically include:
- Raising (and Terminating) Statements of Work;
  - Extensions to the Contract; and
  - Changes to timescales, value and/or scope of the Call-Off Contract
- 2.1.19 **Governance** The terms contained in Attachment 8 Governance illustrates the different Boards and the related meetings which form the basis of Operational Contract Management.

### 3. SUPPLIER AND OPERATIONAL CONTRACT MANAGEMENT LEVELS OF WORKING

#### 3.1 Operational Contract Management

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

3.1.2 The primary purpose of Operational Contract Management includes:

- establishing and managing the information flows relevant to the scope of the Services under the Call-Off Contract;
- managing the overarching Product Backlog and ensuring it is continuously refined to reflect evolving work;
- establishing new SOWs, providing oversight of SOWs in progress and ensuring handover between SOWs if appropriate;

- acting as the interface between operational SOW management and commercial matters such as managing payment, tracking and managing commercial and operational commitment and expenditure against the overall Call-Off Contract maximum permitted value;
- providing oversight of the resources (Supplier Staff, Subcontractors, etc.) required to deliver the Deliverables under the Call-Off Contract;
- creating and maintaining Implementation Plans;
- co-ordinating with stakeholders and Governance boards as appropriate;
- managing overall Call-Off Contract level risks, issues, escalations and commercial matters;
- liaising with Commercial Directorate for formal Contract Variations (e.g., Contract Change Notices);
- acting as the day-to-day point of contact into Buyer/Supplier Management;
- maintaining Contract Supplier Rate Card(s) and liaising with Commercial Directorate regarding any such amendments.
- contributing to the maintenance of programme/project artifacts such as business cases, procurement packages, roadmaps, etc;
- ensuring smooth transition and hand-over to the recipient of Deliverables that may be to another supplier if there is another major phase of work to be undertaken by another supplier under a separate SOW); and
- monitoring Supplier performance against Material KPIs.

## **3.2 Establishing and Managing Information Flows**

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

## **3.3 Managing the Product Backlog**

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

### **3.4 Statements of Work (SOW)**

- 3.4.1 The first SOW placed under the Call Off Contract will be created and agreed between the Parties. It is anticipated that the Operational Contract Management team will develop the first draft of the SOW requirements (unless otherwise agreed between the Parties) and then work with the Supplier to agree the content, resourcing and pricing models prior to signing the SOW. It is the responsibility of the respective Operational Contract Managers to ensure SOWs remain within the service scope of the overarching Call-Off Contract.
- 3.4.2 SOWs will operate under Fixed Price or Incremental Fixed Price or Time and Materials based pricing mechanisms that are governed by the Call Off Contract Supplier Rate Card.
- 3.4.3 The Supplier will maintain accurate records of actual resource utilisation which will be made available to the Buyer on request. The purpose of this approach is to provide information for improving future estimated prices and provide a mechanism to cost variation if required
- 3.4.4 Subsequent SOWs placed under the Call-Off Contract will be defined by the Buyer and will be developed involving joint exploratory discussions between the Buyer and the Supplier. Inputs to an SOW are likely to include:
- SOW road map;
  - initial resource profile and technology stack etc, used to inform the sizing of the SOW;
  - which Accountability Model (Sole Responsibility, Self-Directed Teams or Rainbow Teams) will deliver the SOW, and which pricing mechanism (Fixed Price, Capped Time and Material, or Incremental Fixed Priced) will be applied; and
  - Backlog items which will form the scope of the SOW (detailing requirements at an appropriate level of detail).
- 3.4.5 Minor variations to live SOWs will be coordinated via the Operational Contract Management process
- 3.4.6 It is the responsibility of the Buyer Operational Contract Manager to ensure that budgets are available for the Services conducted under the Call-Off Contract which are separate from the maximum Call Off Contract value which remain with the Buyer Commercial Directorate Team.



### **3.5 Statement of Works Resourcing**

- 3.5.1 Whilst detailed planning of resource allocation to SOW tasks is managed at SOW Management level it is important there is an overarching view of the total resourcing contracted under the Call Off Contract by the Supplier to ensure future requirements can be delivered with the right level and expertise of resources.
- 3.5.2 The Supplier will ensure all resources employed to provide services under the Call Off Contract have the necessary security clearances and, if not, that written agreement has been obtained in the form of waivers with the Buyer. The Supplier will be required to provide evidence of compliance if requested by the Buyer.
- 3.5.3 When the Rainbow Team Accountability Model is required, the Buyer may have mandatory induction processes to be followed. The Supplier will ensure that all such requirements are met prior to beginning work under the SOW.
- 3.5.4 It is the responsibility of the Buyer to determine at the start of a SOW (or during execution) that the work potentially falls within the scope of HMRC IR35 tax provision. The Supplier will provide at the Buyers request relevant information regarding its workers (e.g. whether directly employed, via an umbrella organisation, if a shareholder of the organisation, etc.)
- 3.5.5 The Supplier is responsible for ensuring that its staff (directly or indirectly employed) perform any data handover / cleansing obligations where applicable at the end of a SOW or as part of other cases (such as transition to a run team during a SOW) and the end of a Call-Off Contract. The Supplier Operational Contract Management team will be accountable for ensuring this is done.
- 3.5.6 SOWs will include the roles of a core team for the duration of the Call-Off Contract
- 3.5.7 Key Roles and Key Staff must be named in each SOW.
- 3.5.8 The Parties shall ensure that appropriate resource is made available to provide the Services such that the aims, objectives and specific provisions of this Call-Off Contract can be fully realised.

### **3.6 Statement of Work Management**

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

### **3.7 Call-Off Contract Financial Accounting and Budget Management**

- 3.7.1 The Call-Off Contract level is a maximum value of the term of the contract not a committed sum. Contracted committed expenditure will be subject to values set out in approved individual SOWs over the life of the contract.
- 3.7.2 The Supplier will maintain an audit path linking delivery information together with invoice information.
- 3.7.3 Over the term of the Call Off Contract the Supplier and Buyer Operational Contract Management Teams will track budgets, forecasts and actuals at purchase order level, SOW level and Call-Off Contract level and the Supplier will provide a level of granularity (e.g. monthly) as requested by the Buyer.
- 3.7.4 The Buyer Operational Contract Management team will update financial summaries to reflect any changes agreed under the formal Variation process.
- 3.7.5 The Supplier will notify the Buyer of any projected overspend at least 60 days in advance of such an overspend occurring.

### **3.8 Operational Planning Events**

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

### **3.9 Operational Review Events**

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

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

### **3.10 Change Control Procedure**

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

- Implementing and Terminating Statements of Work;
- Extensions to the Call Off Contract; and
- Contract Change Notes that apply to timescales, value and/or scope of the Call-Off Contract

3.10.2 The exception to Call-Off Schedule 5 relates to Operational Contract Management permitted changes related to agreed Statements of Work which will be tracked via the Product Backlog (managed via the Service Management Board):

3.10.3 As described in later in this section the Product Backlog will track Deliverable Increments as described in the Glossary section 8. Such Increments undergo agile change refinement that may result in new Increments (children), additions and deletions – in addition to simple changes.

3.10.4 Such changes for these Increments ahead of their execution will be subject to Fixed Charges, within the scope of the overall SOW value, and such changes will be logged as part of Product Backlog management.

3.10.5 The Product Backlog (and related artifacts) will be used in place of the Contract Change Request Form (Annex 1 of Part B, Call-Off Schedule 5).

3.10.6 The Service Management Board will be responsible for approving changes managed via the Product Backlog are auditable, proportionate and appropriate.

3.10.7 Such changes that are considered Operational will not require a formal Impact Assessment.

### **3.11 Charges and Invoicing**

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

- Contract charges are based on agreed rates in line with the Home Office DDaT rate card plus volume discounts applied as appropriate over the life of the contract.
- Charges are applied on a monthly fixed fee for BAU services
- Statement of Work payments will be based on charges agreed at the Deliverable Increment level which are drawn down from the Product Backlog and together make up the Statement of Work.
- When the Deliverable Increment has been refined to a point of reasonable definition (ahead of delivery), the Fixed Price for that increment will be agreed. The terms relating to Milestone Payments and Service Charges set out in Schedule 2 (Charges and Invoicing) will apply.
- A Statement of Work may include Milestone based Increments and/or recurring Service based Increments with the former measured in terms of accepting the Deliverable increment as having been “done” and the latter in terms of accepting that Service Levels have been met.

### **3.12 Service Credits and Performance Monitoring**

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

at Delivery Performance Reviews and Commercial Performance Review meetings

### **3.13 Governance**

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

## **4. SUPPLIER RELATIONSHIP MANAGEMENT**

### **4.1 Buyer/Supplier Management**

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

### **4.2 Collaborative Buyer/Supplier Events**

- 4.2.1 Periodically, the Buyer will meet with all their Suppliers with whom they have Call-Off Contracts or who are actively

participating in related programmes with the Buyer. Such events will be held quarterly, with the frequency determined by the Buyer. Suppliers should make every reasonable effort to participate in and contribute to such events.

4.2.2 The purpose of these events will be to:

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

## 5. KEY OPERATIONAL CONTRACT MANAGEMENT MECHANISMS

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

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

## **5.2 Data Platform Managed Services Matrix**

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

## **5.3 SOW Variation and Change Management**

5.3.1 The managed services matrix maps all the active Services SOW Variation will be applied when changes to funding, scope and high-level Milestones and or timescale changes are required to an active SOW.

5.3.2 The Buyer will ensure sufficient allocated budget is available and that the SOW remains inside the scope of the Call-Off Contract. SOW Variations will be managed in line with Buyer governance procedures.

5.3.3 such SOW Variations will follow the procedure set out in Call-Off Schedule 5 (Change Control Procedure).

## **5.4 Balanced Scorecard**

5.4.1 The Buyer will set out the service measurements for the Balanced Scorecard reporting and start date. The Supplier and Buyer will work together to develop and agree the detail of a Balanced Scorecard during the first 3 months of inception.

5.4.2 The principles outlined in Procurement Policy Note 09/16: Procurement for Growth Balanced Scorecard (or any updated policy) will apply.

5.4.3 The Parties will refer to the Balanced Scorecard Appendix E. The Supplier should be familiar with Strategic Themes and Critical Success Factors associated with Procurement Policy Note 09/16 (or latest equivalents) when formulating a Balanced Scorecard.

5.4.4 The frequency of update to the Balanced Scorecard will be determined by the Buyer and will be reported on at Commercial Performance Review Events

## **5.5 Risk Management**

5.5.1 Both Parties will manage risk using the HM Treasury Green Book process

(<https://www.gov.uk/government/publications/green-book-supplementary-guidance-risk>).

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



of such risks and the mitigation actions it is taking to protect the interests of the Buyer.

## 6. MATERIAL KPIS

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

## 7. KEY INFORMATION

- 7.1 The Buyer requires the Supplier to provide the management information as identified in the Appendices to this Annex. These requirements are without limitation to the Buyer's right to require the submission of information, reports, records and data as set out elsewhere in the Call-Off Contract.
- 7.2 The Supplier will, within 30 days of the earliest of:
  - 7.2.1 the date which is 30 days before the end of the Call-Off Contract Period;
  - 7.2.2 receipt of a Termination Notice;

7.2.3 notification by the Buyer of an actual or intended Service Transfer; or

7.2.4 a written request by the Buyer,

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

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## 8. GLOSSARY OF OPERATIONAL CONTRACT MANAGEMENT RELATED TERMS

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

<b>“Delivery Performance Review Meetings”</b>	has the meaning described in 2.1.8;
<b>Fixed Priced”</b>	means the corresponding commercial mechanism, designed to transfer commercial risk to the Supplier.
<b>Incremental Fixed Price</b>	means the model has a Capped Time and Materials (provided on an open-book rate card basis for agreeing pricing) that fixes the price closer to the point of delivery for the Increment (maintaining risk transfer to the Supplier, whilst reducing the risk by delaying fixing the price to a point where the Increment has been better defined.
<b>“Operational Contract Management Team”</b>	means the Buyer and Supplier contract management teams that oversee and manage the contractual obligations to ensure deliverables and value for money is achieved over the life of the Call Off Contract period.
<b>“Operational Planning Event”</b>	has the meaning as described in 2.1.17;
<b>“Operational Review Events”</b>	has the meaning as described in 2.1.7;
<b>“Orange Book”</b>	means the Orange Book: Management of Risks – Principles and Concepts accessible at: <a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/191513/The_Orange_Book.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/191513/The_Orange_Book.pdf</a>
<b>Portfolio Kanban</b>	means a Portfolio (EPIC) level Kanban process (using JIRA) that is intended to align capturing and reporting on business requirements within the SOW management process. This solution may replace all or part of what is described as a Product Backlog in the future and, whilst a slightly different mechanism, for the purposes of this Annex should be considered an equivalent

**Product Backlog.**

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

**“Programme”**

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

**Rainbow**

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

**Self-Directed Teams.**

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

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

**“Scrum Sprint”**

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

**“Sole Responsible Teams**

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

**“SOW Management”**

has the meaning as described in 2.1.2;

**“SOW Variation”**

has the meaning given to it in paragraph **Error! Reference source not found..**

**Sprint Backlog**

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

**Time and Materials”**

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

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

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## 1.1 Appendix A: SOW Management Related Information

Topic	Frequency or Details
Operational Planning Event Frequency	TBC
Operational Review Event Frequency	TBC

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

### Notes:

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

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



## 1.2 Appendix B: Call-Off Contract Management Information

Topic	Frequency or Details
Commercial Planning/Review Event Frequency	TBC

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

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

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

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

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

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

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

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

### 1.3 Appendix C: Buyer/Supplier Management Information

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

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

#### Notes:

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

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

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

## 1.4 Appendix D: Example Product Backlog Item List Contents

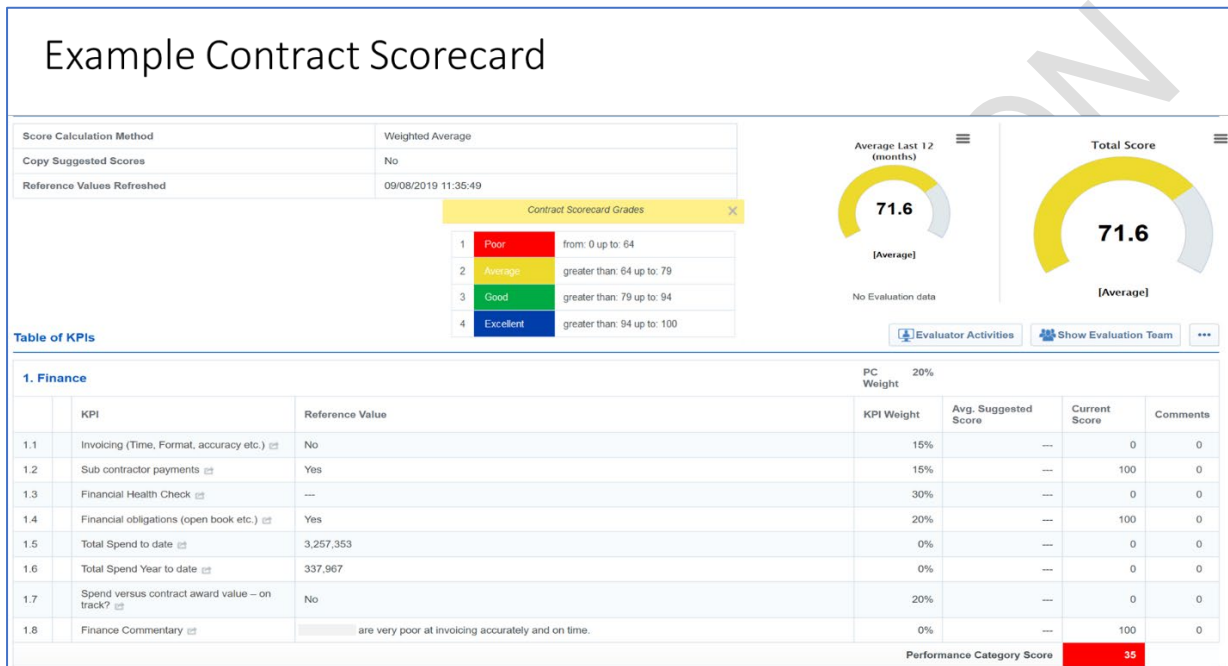
The following table provides the information which should typically be maintained with the Backlog:

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

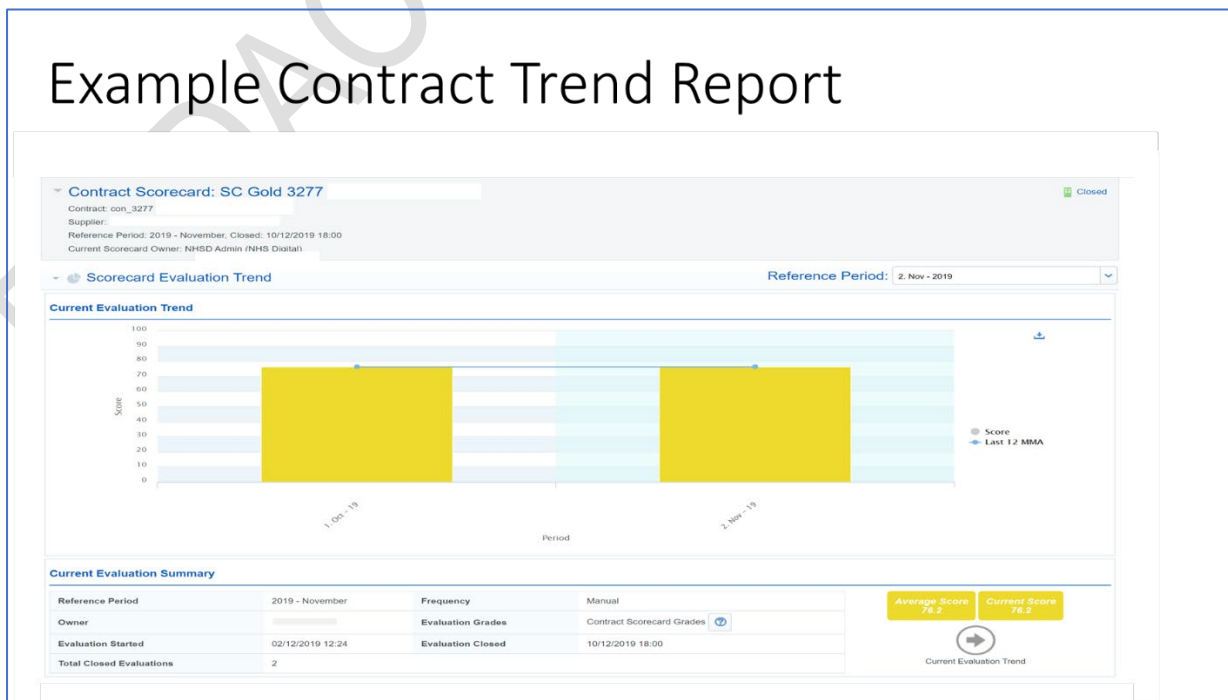
## 1.5 Appendix E: Balanced Scorecard (Example)

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

Example 1

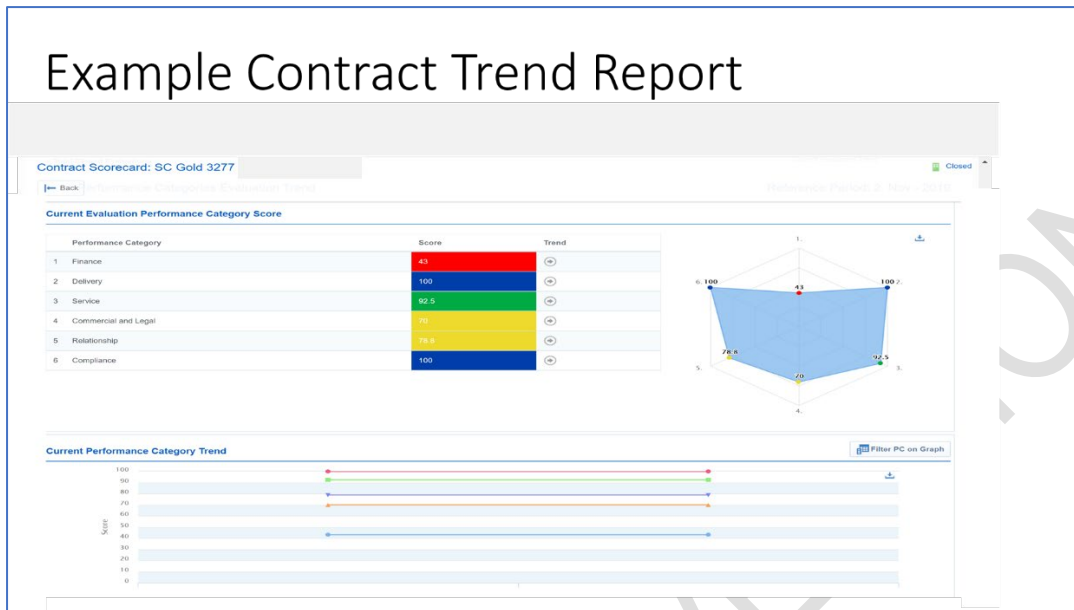


Example 2

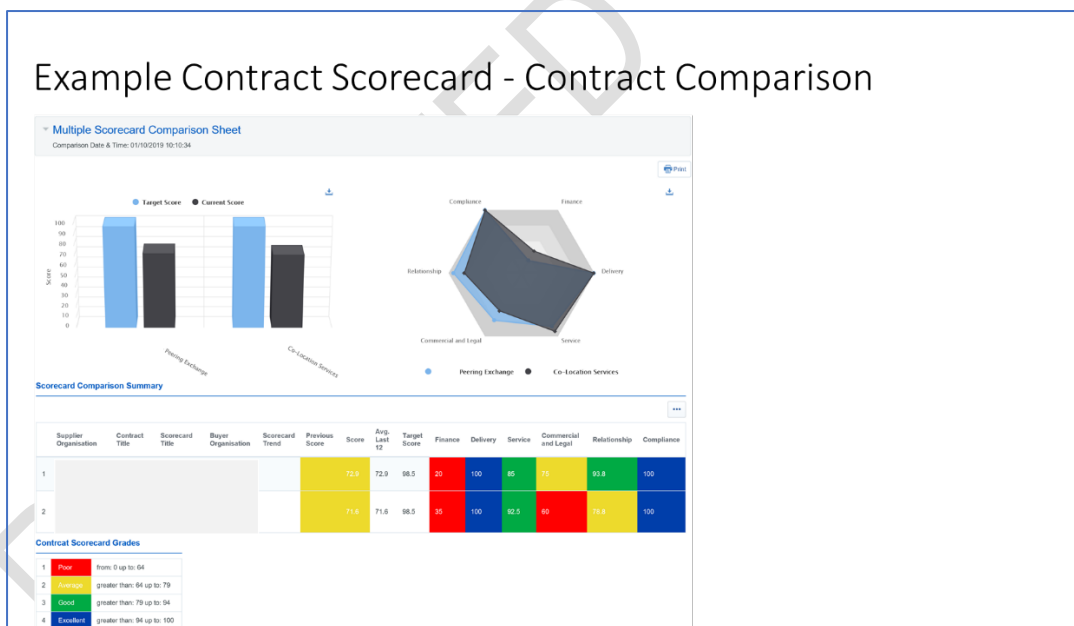




Example 3



Example 4



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

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

REDACTED VERSION

## 1.6 Appendix F: Contract Board Membership

The following tables to be maintained as appropriate

<b>Named Programme Board Members</b>	
Buyer	
[Title 1]	[insert name]
[Title 2]	[insert name]
[Title 3]	[insert name]
Supplier	
[Title 1]	[insert name]
[Title 2]	[insert name]
Other	
[Title 1]	[insert name]
[Title 2]	[insert name]

<b>Named Technical Board Members</b>	
Buyer	
[Title 1]	[insert name]
[Title 2]	[insert name]
[Title 3]	[insert name]
Supplier	
[Title 1]	[insert name]
[Title 2]	[insert name]
Other	
[Title 1]	[insert name]
[Title 2]	[insert name]

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

**Named Risk Management Board Members**

Buyer	
[Title 1]	[insert name]
[Title 2]	[insert name]
[Title 3]	[insert name]
Supplier	
[Title 1]	[insert name]
[Title 2]	[insert name]
Other	
[Title 1]	[insert name]
[Title 2]	[insert name]

**Named Service Management Board Members**

Buyer	
[Title 1]	[insert name]
[Title 2]	[insert name]
[Title 3]	[insert name]
Supplier	
[Title 1]	[insert name]
[Title 2]	[insert name]
Other	
[Title 1]	[insert name]
[Title 2]	[insert name]

**Appendix G: SOW and Increment Definition Templates**

**See Annex 1 – SOW Template**

REDACTED VERSION