

**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 21st February 2022 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website: [Technology Services 3 - CCS \(crowncommercial.gov.uk\)](https://www.crowncommercial.gov.uk). The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

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

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

This Order Form shall comprise:

1. This document headed "Order Form";
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.

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

the Framework, except Framework Schedule 18 (Tender);

the Order Form;

the Call Off Terms; and Framework Schedule 18 (Tender).

Section A

General information

Contract Details

| | |
|--|---|
| Contract Reference: | Con_13054 or Project_6173 |
| Contract Title: | Aggregated DevOps for Apprenticeship Service, Funding Service and T Levels |
| Contract Description: | A contract for DevOps services to provide Azure Support Services (develop, build, configure, monitor, support) for the Buyer's development activities and existing applications running on the Buyer's Microsoft Azure Platform and other ancillary applications within the Apprenticeship Service, Funding Service and T Levels. The contract will cover the full range of DevOps roles. |
| Contract Anticipated Potential Value: this should set out the total potential value of the Contract | Up to £6,800,000 |
| Estimated Year 1 Charges: | £3,400,000 |
| Commencement Date: this should be the date of the last signature on Section E of this Order Form | 23 rd February 2022 |

| | |
|--|--|
| Buyer details | |
| Buyer organisation name Department for Education and Education Skills Funding Agency | |
| Billing address Accounts Payable, ASC Purchasing, Cheylesmore House, Quinton Road, Coventry, CV1SWT AccountingServices.ESFA@education.gov.uk | |
| Buyer representative name | |
| Apprenticeship Service: | |
| <div style="background-color: black; width: 100px; height: 40px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 150px; height: 20px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 100px; height: 20px; margin-bottom: 10px;"></div> <div style="background-color: black; width: 180px; height: 20px;"></div> | |
| Buyer Project Reference Project_6173 and con_13054 | |

Supplier details

Supplier name

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

BAE Systems Applied Intelligence Ltd

Supplier address

Waterside House
170 Priestley Road
Surrey Research Park
Guildford
GU2 7RQ

Company number: 01337451

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]

Waterside House
170 Priestley Road
Surrey Research Park
Guildford
GU2 7RQ

Company number: 01337451

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.

Please note that for trading purposes our title on any order resulting from this offer is BAE Systems Applied Intelligence Limited. Please direct any order to the undersigned at the address above.

[REDACTED]

Guarantor details

Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.

Guarantor Company Name

The guarantor organisation name

Not Applicable

Guarantor Company Number

Guarantor's registered company number

Not Applicable

Guarantor Registered Address

Guarantor's registered address

Not Applicable

Section B

Part A – Framework Lot

Framework Lot under which this Order is being placed

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

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

Part B – The Services Requirement

Commencement Date

See above in Section A - To be confirmed

Contract Period

| Lot | Maximum Term – Months (Years) | Extension Options – Months (Years) | Maximum permissible overall duration – Years (composition) |
|-----|-------------------------------|------------------------------------|--|
| 3 | 2 Years | Up to 24 Months | 4 Years |

Initial Term Months
24 months

Extension Period (Optional) Months
12 months plus 12 months

Minimum Notice Period for exercise of Termination Without Cause
30 (Calendar days)

Sites for the provision of the Services

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

The Supplier shall provide the Services for the following Directorates:

Apprenticeship Service
Funding Service
T-Levels

The primary site for where services will be delivered is Cheylesmore House, 5 Quinton Road,

Coventry, CV1 2WT. Whilst the primary site is Coventry, this does not preclude services being delivered remotely from supplier sites, from home or from other DfE sites by agreement.

Locations are Sheffield, Manchester Darlington, Coventry, Bristol, Nottingham, Leeds, London and Newcastle

Buyer Premises:

Cheylesmore House,
5 Quinton Road,
Coventry,
CV1 2WT.

Services will be delivered using a blended approach between on-site & remote working. Each Statement of Work (SOW) will define the working arrangements.

Supplier Premises:

Not applicable

Third Party Premises:

Not applicable

Buyer Assets

Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms

To be confirmed

Additional Standards

Each SoW will set out the specific standards required.

Buyer ICT and Security Policy



Security_Clauses.doc
x



security-policies-brochure.pdf

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 (£) - Not Applicable

Professional Indemnity Insurance (£) - Not Applicable

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

The Authority is responsible for providing timely access to all sites and personnel relating to the delivery of the service

Goods

Not Applicable

Governance – Option Part A or Part B

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

The Part selected above shall apply this Contract.

Change Control Procedure – Option Part A or Part B

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

The Part selected above shall apply in this Contract.

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

G

| Additional Schedules | Tick as applicable |
|---|-------------------------------------|
| S1: Implementation Plan | <input checked="" type="checkbox"/> |
| S2: Testing Procedures | <input checked="" type="checkbox"/> |
| S3: Security Requirements (either Part A or Part B) | Part A |
| S4: Staff Transfer | <input checked="" type="checkbox"/> |
| S5: Benchmarking | <input checked="" type="checkbox"/> |
| S6: Business Continuity and Disaster Recovery | <input checked="" type="checkbox"/> |

| | |
|----------------------------|-------------------------------------|
| S7: Continuous Improvement | <input checked="" type="checkbox"/> |
| S8: Guarantee | Not Applicable |
| S9: MOD Terms | Not Applicable |

Part B – Additional Clauses

| Additional Clauses | Tick as applicable |
|-----------------------------|-------------------------------------|
| C1: Relevant Convictions | <input checked="" type="checkbox"/> |
| C2: Security Measures | <input checked="" type="checkbox"/> |
| C3: Collaboration Agreement | Not Applicable |

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

Part C - Alternative Clauses

The following Alternative Clauses will apply:

| Alternative Clauses | Tick as applicable |
|--------------------------|--------------------|
| Scots Law | Not Applicable |
| Northern Ireland Law | Not Applicable |
| Joint Controller Clauses | Not Applicable |

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

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

Additional Schedule S3 (Security Requirements)

1. In Accordance with the Department's access control policy privileged users administering Department for Education systems/services Shall hold a minimum of SC clearance.
2. Any supplier staff deemed a privileged user shall therefore be required to undergo National Security Vetting to SC (Security Check) level.

Additional Schedule S4 (Staff Transfer)

Part C shall apply at commencement of the Services and Part E shall apply on the expiry or termination of the Services or any part of the Services.

Additional Clause C1 (Relevant Convictions)

1. Relevant Conviction is a conviction that is relevant to the nature of the Services to be provided. The determination of 'Relevant' will be at the discretion of the Buyer.
2. All supplier staff working on services in relation to this contract will need to undertake as a minimum, a BPSS security check.
3. The Supplier shall ensure that no Supplier Staff who discloses that they have a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a

police check or through the vetting procedure of HMG Baseline Personnel Security Standard or through the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without the prior written approval of the Buyer. Subject to the Data Protection Legislation, the Supplier shall disclose the results of their vetting process, immediately to the Buyer. The decision as to whether any of the Supplier's Staff are allowed to perform activities in relation to the Call Off Contract, is entirely at the Buyer's sole discretion

4. The Supplier shall be required to undertake annual periodic checks during the Call Off Contract Period of its Staff, in accordance with HMG Baseline Personnel Framework so as to determine the Supplier Staff suitability to continue to provide Services under the Call Off Contract. The Supplier shall ensure that any Supplier Staff who discloses a Relevant Conviction (either spent or unspent), or is found by the Supplier to have a Relevant Conviction through standard national vetting procedures or otherwise, is immediately disclosed to the Buyer. The Supplier shall ensure that the individual staff member immediately ceases all activity in relation to the Call Off Contract, until the Buyer has reviewed the case, on an individual basis, and has made a final decision.
5. Where the Buyer decides that a Supplier Staff should be removed from performing activities, as a result of obtaining information referred to in clauses 1.3 and 1.4 above, in relation to the Call Off Contract, the Supplier shall promptly and diligently replace any individual identified. The Supplier shall ensure that any replacement staff will meet the provision set out in clause 11.1.2 of the call off terms."
6. Please refer to the defined terms section for further information on 'Conviction' & 'Relevant Conviction'.

| Term | Definition |
|----------------------------|--|
| Conviction | Means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order |
| Relevant Conviction | Means a Conviction that is relevant to the nature of the Services to be provided, at the discretion of the Buyer |

Additional Clause C3 (Collaboration Agreement)

Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.

Not applicable

Section D

Supplier Response

Commercially Sensitive information

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

ITT Successful Suppliers Response



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

| | |
|---|---|
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|---|---|
|  |  |
|  | |
|  |  |
| Date | |

Attachment 1 – Services Specification

PURPOSE

The purpose of this procurement is to secure a contract that will provide DevOps services to provide Azure Support Services (develop, build, configure, monitor, support) for the Buyer's development activities and existing applications running on the Buyer's Microsoft Azure Platform and other ancillary applications within the Apprenticeship Service, Funding Service and T Levels. The Supplier is required to provide the following services for the period 23rd February 2022 to 22nd February 2024:

- Infrastructure Management Services
- Application Management Services
- Deployment Management Services
- Development Cycle
- Support Service Management

Support must be provided in line with the Apprenticeship Service, Funding Service and T Level Operational Level Agreement

For the successful provider, the contract will likely commence 23rd February 2022 for an initial period of 24 months, with the potential to extend for a further 12 months plus 12 months.

The budget for the initial two-year contract is up to £6.8 million ex VAT. The Apprenticeship Service will account for up to £4m, Funding Service up to £2.4m and T Levels up to £458,551.

BACKGROUND TO THE CONTRACTING AUTHORITY

The ESFA and DfE vision is to support, develop and fund world-class education and skills provision for every learner to reach their potential, regardless of background.

The ESFA is accountable for £58 billion of funding for the education and training sector, providing assurance that public funds are properly spent, achieve value for money for the taxpayer and deliver the policies and priorities set by the Secretary of State.

The Apprenticeship Service

The Apprenticeship Service is an award-winning government digital service that connects employers, apprentices, training providers and assessment organisations to create apprenticeship opportunities in England, upskilling the workforce with high quality, value for money training.

The Apprenticeship Service connects employers with training providers to create apprenticeship opportunities, ensuring employers can find the right training, providers are paid accurately, and citizens can complete high quality apprenticeships. The Apprenticeship Service enables the Government to invest £2.4 billion across 150,000 employers and 500,000 apprentices.

Funding Service

For external users, education providers, the Funding Service (known as Manage Your Education Skills and Funding) is the place to access and exchange all key funding information. The Service allows users to view allocations, related guidance and payment remittance, sign funding documents, and tell us about any subcontractors.

To internal users, the operators in ESFA, the Service is a suite of connected digital products which enables the Service to manage funding data, write and quality assure calculations, design funding agreements, and release allocations for publication and payment.

T Levels

T Levels are a new, 2-year qualification for 16 to 19 year olds which launched in September 2020 combining classroom learning and an extended industry placement. T Levels will be delivered across more than 20 subject areas – the first 3 subjects launched in 2020, a further 7 in 2021, and the remaining subjects are due to be rolled out annually through to 2023

A digital service to support users and stakeholders in the roll out of T levels, across multiple strands, is currently in development

SCOPE

This procurement is for DevOps services. DevOps can be defined as practices combining development (Dev) and operations (Ops) to shorten the systems development life cycle while delivering features, fixes, and updates frequently in close alignment with business objectives across DfE and the ESFA. The DevOps outcomes will support each Service to build out and continuously improve the digital service which is critical to the achievement of departmental outcomes.

THE REQUIREMENT

The objective of this work is to provide Azure Support Services (develop, build, configure, monitor, support) for the Buyer's development activities and existing applications running on the Buyer's Microsoft Azure Platform and other ancillary applications across the Apprenticeship Service, Funding Service and T Levels. The Supplier is required to provide the following services for the period 23rd February 2022 to 22nd February 2024.

i. Infrastructure Management Services including:

- a) Platform Management Services for all Azure IaaS, PaaS and SaaS offerings;
- b) Server Management Services for Azure IaaS;
- c) Network Management Services for Azure Network Services; and
- d) Database Management Services for SQL Server, Cosmos DB and any other database technologies.
- e) Ensuring infrastructure is managed to maintain a high level of security, including assessing technology options, updating to latest security standards, regular patching and security monitoring to identify and prevent security breaches
- f) Leading and supporting any action required to address a security risk or issue and prevent any loss of apprenticeship service data

ii. Application Management Services including:

- a) Microsoft Windows Server on Azure;
- b) Microsoft Windows Services on Azure;
- c) Linux on Azure and Linux Services;
- d) Microsoft AD and ADFS as well as other Identity Management and Access Services;
- e) Microsoft Operations Management Suite;
- f) Microsoft .NET platforms;
- g) Manage support for Microsoft CRM, SharePoint services and other Microsoft application services;
- i) Manage support for Web Application Firewalls; and
- j) Manage support for Open Source Technologies on Azure.

iii. Deployment Management Services for the continuous integration and continuous delivery/deployment (CI/CD) pipelines for Azure Services.

- a) management of all public and private code repositories

iv. Support the Service Management by using the Buyer's Service Desk, including:

- a) Incident Management;
- b) Problem Management;

- c) Change Management;
- d) Release Management;
- e) Risks and Issues and
- f) Knowledge Management.

v. Provide support during the development lifecycle to include the development and testing of environment configuration, including Technical Spikes; assist the delivery team with debugging and troubleshooting of platform level problems.

vi. Must develop and manage rolling sprint planning for all planned dev-ops work and participate in regular agile ceremonies to promote progress and identify / manage interdependencies with other apprenticeship service functions.

vii. Recommended changes to the apprenticeship service infrastructure, including new technology to be on-boarded, should be reviewed and approved before being planned and implemented.

This Service can be flexed up or down by the Buyer following a review of the Service at the Monthly Service Review meeting. The Service must be delivered in-line with Buyer's adoption of Agile working practices including:

- a) Agile Service Delivery; and
- b) Agile Service Management and Governance.

Attachment 2 – Charges and Invoicing

Payment

The payment profile for this Call-Off Contract is monthly in arrears. Other pricing and payment methods or a combination of pricing and payment methods to be agreed on each Statement of Work.

Call-Off Contract charges

The breakdown of the Charges is as in the following rate card.

[REDACTED]

Invoicing

The supplier will issue electronic invoices monthly in arrears. The buyer will make payment of the invoice within 30 days of receipt of a valid invoice. Invoices will be sent to:

A copy of the invoice must be sent to the work requester specified within the SOW/Purchase Order for each business area and reviewed and approved prior to sending to the ESFA accounts team.

[REDACTED]

Accounts Payable,
ASC Purchasing,
Cheylesmore House,
Quinton Road,
Coventry,
CV1SWT
AccountingServices.ESFA@education.gov.uk

All invoices must include:

- Invoice number
- Purchase order number
- Statement of Work Reference
- A breakdown of Supplier Charges by:
- Any relevant milestone payment due
- Supplier Staff days
- Relevant rate payable
- Payable expenses (only if agreed in advance)

Part B – Service Charges

To be agreed via the individual Statement of Work with each business area.

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

Part D – Risk Register

To be confirmed and agreed with each business area: Apprenticeship Service, T-Levels and Funding Service. Risks will be updated and regularly reviewed.

| Column 1 | Column 2 | Column 3 | Column 4 | Column 5 | Column 6 | Column 7 | Column 8 | Column 9 | Column 10 | Column 12 |
|-------------|-----------|---------------------|----------|------------|------------|----------------------|--------------------------|--------------------|----------------------------|-----------|
| Risk Number | Risk Name | Description of risk | Timing | Likelihood | Impact (£) | Impact (description) | Mitigation (description) | Cost of mitigation | Post-mitigation impact (£) | Owner |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

Part E – Early Termination Fee(s)

Not

Applicable

Attachment 3 – Outline Implementation Plan

To be confirmed and agreed with each individual business area: Apprenticeship Service, T-Levels and Funding Service

| # | Milestone | Deliverables (<i>bulleted list showing all Deliverables (and associated tasks) required for each Milestone</i>) | Duration (Working Days) | Milestone Date |
|----|------------------------------|--|----------------------------|----------------|
| M1 | [Concept Design] | [Statement of Requirements System/Application Specifications Interface Specifications Systems Testing Strategy Implementation Strategy and Plan Risk and Issues Management Plan Outline Disaster Recovery Plan Project Schedule Service Management Plan] | | |
| M2 | [Full Development] | [Design Verification Reports Design Validation Reports Change Management Plan System/Application Implementation Plan Risk and Issues Management Project Schedule Service Management Plan] | | |
| M3 | [System User Testing] | [System Test Report Risk and Issues Management Plan Project Schedule Service Management Plan Defects Log Final Inspection and Testing Report] | | |
| M4 | [User Readiness for Service] | [Training Plan Risk and Issues Log Implementation Plan Operations Plan Data Conversion & Cutover Plan Project Schedule Service Management Plan] | | |
| M5 | [Implementation] | [Implementation Plan Training Scripts] | | |
| M6 | [In Service Support] | [Post Implementation Report Data Conversion and Cut-Over Plan Service Delivery Reports Risk and Issues Log Service Management Plan Defects Log] | | |

Attachment 4 – Service Levels and Service Credits

SERVICE LEVELS AND PERFORMANCE

The Authority will measure the quality of the Supplier's delivery and all support services must be provided in-line with the Buyer's **Operational-Level Agreement (OLA)**:

- a. On-site or off-site support five (5) days a week at the Buyer's offices in Coventry or other location as agreed with the Buyer.;
- b. Service availability target for supported services is 99.5%;
- c. Hours of service: Typically, 08:00 to 18:00 Monday to Friday, excluding English Bank holidays. In the event of a P1 or P2 incident by exception, out of hours support to be provided up until 22.00 and at weekends where required, not expected to be more than twice a year.
- d. Incoming incidents and requests will be prioritised based on impact and the service provider will support the buyer in meeting the following SLAs:

| Priority | Description and examples |
|---|---|
| Priority 1 (P1) - major incident | <ul style="list-style-type: none"> • Application unavailable to all users • Majority of application transactions are failing • Failure of critical application function • Business process failed for critical deadline due today • Widespread corruption of critical data • Failed business event, public reputation at risk |
| Priority 2 (P2) - significant | <ul style="list-style-type: none"> • Application working at less than 50% efficiency • > no of users • > intermittency • Less than 50% of application transactions are failing • Failure of important application function • Business process failed for critical deadline due within next two days • Significant corruption of data |
| Priority 3 (P3) - minimal | <ul style="list-style-type: none"> • Advice and guidance • Business process failed for non-critical deadline • Corruption of non-critical data |
| Priority 4 (P4) - negligible | <ul style="list-style-type: none"> • Non-impacting Incident • Advice and guidance • Business process failed for non-critical deadline • Corruption of non-critical data |

- e. Where there is an incident caused by the infrastructure of the Apprenticeship Service, Funding Service or T Levels the Service Provider will be responsible for ensuring it is resolved within the timescales set out in the table below:

| Priority (incident) | Triage time | Target update | Total fix time (working hours) |
|---|-------------|---------------|--------------------------------|
| Priority 1 (P1) - major incident | 20 minutes | Every hour | 4 hours |
| Priority 2 (P2) - significant | 20 minutes | Every 4 hours | 8 hours |

| | | | |
|-------------------------------------|------------|--------------|----------|
| Priority 3 (P3) - minimal | 20 minutes | Every 2 days | 24 hours |
| Priority 4 (P4) - negligible | 20 minutes | On request | 5 days |

- f. Where there is a request relating to the infrastructure of the Apprenticeship Service, Funding Service or T Levels the Service Provider will be responsible for ensuring it is resolved within the timescales set out in the table below:

| Priority (request) | Triage time | Target update | Total fulfilment time (working hours) |
|---------------------------|-------------|---------------|---------------------------------------|
| Priority 3 (P3) | 20 minutes | On request | 5 days |
| Priority 4 (P4) | 20 minutes | On request | 30 days |

*Based on standard working days, Monday - Friday 08:00 - 18:00, not including public holidays.

- b. Change Management
 - I. Failed changes to the infrastructure of the Apprenticeship Service, Funding Service or T Levels to be monitored as they happen, and a Post Implementation Review carried out for each one.
 - II. Unauthorized changes – zero tolerance.
- c. Continuous Service Improvement
 - I. Deliver an ongoing programme of changes and enhancements to the Apprenticeship Service Infrastructure to improve efficiency and stability.
 - II. Contribute to discussions at the Apprenticeship Service, Funding Service or T Levels quality forum to identify further improvements to the operation of services on service infrastructure.
- d. Configuration Management and Asset Management
 - I. Ensure that any updates or changes to resources are communicated to ensure CMDB & CI information is accurate and up to date for your services.
- e. Knowledge Management
 - I. Identify and work in conjunction with service management to help support the service: raise knowledge articles, known issues via the Knowledge Management module in the Apprenticeship Service, Funding Service or T Levels as required
- f. Operational Demand & Capacity
 - I. Ensure that service infrastructure is scaled to meet the needs of users, regularly reviewing the technology required based on business needs.
 - II. Provide the service manager with regular advice on technology and people resources required to ensure that commercial requirements are managed effectively.
 - III. Ensure that services are scaled back based on demand to manage the overall costs in operating the service infrastructure.
- g. Risks and Issues Management
 - I. Identify and be responsible for raising risks and issues across all services relating to Apprenticeship Service, Funding Service and T Levels Infrastructure and highlight the impact this may bring.
 - II. Work collaboratively to resolve and or mitigate the risks and issues raised.
 - III. Where there is a dependency on technology infrastructure that is not managed by the Apprenticeship Service, Funding Service or T Levels Dev-Ops team, the supplier must support with the engagement and knowledge needed to assist the third party to resolve this.

- h. Disaster Recovery Testing
 - I. Carry out as a minimum an annual test including Pen tests to confirm that services can be restored as per business need.
 - II. Output Report of findings to be produced and mitigating actions stated.
-
- i. Document production
 - I. Produce artefacts required for an independent team to manage the infrastructure estate if required (Please see exit strategy for further information).
 - II. Review and update all pertinent artefacts to reflect changes as they happen, and update as part of any major releases or changes to functionality, including:
 - Operational Guidance/ Runbooks
 - Knowledge articles
 - Service Billing Report
 - CMDB

The Apprenticeship Service, Funding Service and T Levels will be responsible for facilitating regular reviews of this document for their own area. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and is communicated to all affected parties. The Authority will incorporate all subsequent revisions and will mutually agree to a remedy period to give the Supplier an opportunity to rectify poor performance prior to enacting termination rights.

Service credits will not be applied to the service levels but the Authority reserves the right to review the application of service credits if Service Levels are not achieved. Revisions to Service Credits will be mutually agreed and communicated between all affected parties.

The Authority will not duplicate payment for a Statement of Work. The Supplier is responsible for the quality of the outcomes delivered within a Statement of Work as set out and agreed between the Authority and Supplier in clause 3.7 of the Performance Standards and Quality Assurance section of the Statement of Work. If the deliverables and outcomes are not achieved and require rework, the Supplier will be responsible for resolving to meet agreed acceptable standards.

If the Authority deems the Supplier to be providing poor performance the Authority reserves the right to terminate associated contracts early as per standard contract terms and conditions for RM6100: Technology Services 3.

Instances of perceived poor performance will be discussed and agreed between the Authority and Supplier and a remedy period agreed prior to a termination right of the Authority being enacted.

The notice period needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for disputed sums or at least 30 days from the date of written notice for Ending without cause.

Termination of appointment/work package is 5 working days, but subject to agreement between Buyer and Supplier for each work package.

Poor performance will be discussed and agreed between the Authority (The Buyer) and Supplier prior to a termination right of the Buyer being enacted.

Critical Service Level Failure

To be confirmed

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

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

And/or

In relation to [specify the relevant Service Level] a Critical Service Level Failure shall include a loss of [specify the relevant Availability] during core hours [specify the relevant core hours] to the [specify the relevant Service] for more than [specify the relevant time period], or [specify the relevant time period].

Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

To be confirmed via individual Statement of Work

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

| Key Supplier Personnel | Key Role(s) | Duration |
|------------------------|-------------|---|
| | | [Contract Period or insert alternative timescale] |
| | | [Contract Period or insert alternative timescale] |
| | | [Contract Period or insert alternative timescale] |

Part B – Key Sub-Contractors

[illegible]

Attachment 6 – Software

To be confirmed

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

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

Part A – Supplier Software

The Supplier Software includes the following items:

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

Part B – Third Party Software

To be confirmed

The Third Party Software shall include the following items:

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

Attachment 7 – Financial Distress

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

PART A – CREDIT RATING THRESHOLD

| Entity | Credit Rating (long term) <i>(insert credit rating issued for the entity at the Commencement Date)</i> | Credit Rating Threshold <i>(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3))</i> |
|------------|---|---|
| ██████████ | ██████████ | ██████████ |

PART B – RATING AGENCIES

██████████

PART A – SHORT FORM GOVERNANCE

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

To be confirmed

| Operational Board | |
|--|-----------------|
| Buyer Members for the Operational Board | ██████████ |
| Supplier Members for the Operational Board | ██████████ |
| Frequency of the Operational Board | To be confirmed |
| Location of the Operational Board | To be confirmed |

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

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

1.1.1.1 The contact details of the Buyer's Data Protection Officer are: Emma Wharram
emma.wharram@education.gov.uk

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: Savva Pelou
savva.pelou@baesystems.com

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

1.1.1.4 Any such further instructions shall be incorporated into this Attachment 9.

| Description | Details |
|---|--|
| Identity of Controller for each Category of Personal Data | <p>The Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • Any Buyer personal data involved in the delivery of services as described in the service specification and; <ul style="list-style-type: none"> • As specified in individual Statements of Work Annex 1 – Data Processing <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the Controller • Business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Contract) for which the Buyer is the Controller • Business contact details of Supplier Personnel for which the Supplier is the Controller • Business contact details of any directors, officers, employees, agents consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Contract for which the Buyer is the Controller. |
| Duration of the processing | For the duration of the contract, as set out in Section B - Contract Period |

| | |
|---|--|
| Nature and purposes of the processing | <p>As defined in the delivery of services within relevant Statements of Work which may include but not limited to collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means)</p> <p>For the purpose of delivering the services required under this agreement.</p> |
| Type of Personal Data | As defined in the individual Statements of Work |
| Categories of Data Subject | As defined in the individual Statements of Work and may include members of staff, members of the public |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data | The Supplier will destroy all copies of the Authority Data when they receive the Authority's written instructions to do so or no later than 9 calendar months after the End or Expiry Date and provide written confirmation to the Authority that the data has been securely destroyed, except if the retention of Authority Data is required by Law |

Attachment 10 – Transparency Reports

| Title | Content | Format | Frequency |
|---|---|-------------------------|-----------|
| Performance management except for Commercially Sensitive Information | KPIs e.g. targets achieved | Microsoft Word or Excel | Monthly |
| Technical except for Commercially Sensitive Information | Information relating to Services provided (number of SOWs etc.) | Microsoft Word or Excel | Monthly |
| Call Off Contract Charges except for Commercially Sensitive Information | Call Off Contract Value e.g. charges invoices spend | Microsoft Word or Excel | Monthly |

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

<redacted>