



**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 15th June 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_14698
Contract Title:	Live Support and Development of Funding and Contracting Service
Contract Description:	<p>A service is required to manage and implement changes to the FCS in order to support the business need, maintain continuous improvement, fix issues and enhance it to meet the agreed requirements of other funding systems.</p> <p>The new service will need to undertake a knowledge transfer (KT) exercise with the existing managed service. This will need to be complete by 29th July 2022 when that service ceases. It is a requirement that this KT exercise incorporates the creation of any necessary documentation or knowledge artefacts needed to build the understanding of the FCS and how it is maintained, enhanced and operated.</p>
Contract Anticipated Potential Value: Up to a maximum value of £5,530,000	
Estimated Year 1 Charges: £2,765,000	
Commencement Date: this should be the date of the last signature on Section E of this Order Form	4th July 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
[REDACTED]

Buyer representative name

Funding Service:

[REDACTED]

Buyer Project Reference

Project_6840

Supplier details

Supplier name

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

Cognizant Worldwide Ltd

Supplier address

1 Kingdom Street, Paddington Central, London, W2 6BD
Company number: 07195160

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]

1 Kingdom Street, Paddington Central, London, W2 6BD

Company number: 07195160

**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 Cognizant Worldwide Limited. Please direct any order to the undersigned at the address above.

Bank Name: [REDACTED]
Account Name: [REDACTED]
Account Number: [REDACTED]
Sort Code: [REDACTED]
IBAN: [REDACTED]
Swift Code: [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 12 Months	3 Years

Initial Term Months

24 months

Extension Period (Optional) Months

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:

Funding Service

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-broc
hure.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

In respect of this Contract, the Buyer, as project owner, will perform the role, responsibilities, obligations and duties expressed to be on the Buyer's part in the Statement of Work within the relevant specified timescales specified in the Statement of Work or, if none, as soon as reasonably possible.

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

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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

Warranty Period

The warranty period for the Deliverables under this Contract (including any digital deliverables and Specially Written Software) shall be 90 days or an alternative period as may be agreed between the parties in a Statement of Work.

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 for the first 6 months they are working on the contracted requirements, moving to enhanced DBS after 6 months.
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

Successful supplier responses are as found in the Department for Education's e-procurement system "Jaggaer" and are located in the Jaggaer record Proj_6840, ITT_1371.

[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

Name	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]

For and on behalf of the Buyer

Name	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]



Attachment 1 – Services Specification

The parties intend that the Deliverables and/or Services to be provided under this Contract and the Charges to be paid will be defined under Statement of Work (in the form similar to that set out in Annex 2 to this Order Form) which must be agreed and executed by the parties prior to commencement of work in relation to such Statement of Work.

PURPOSE

The purpose of this procurement is to secure a contract that will provide a live support and further development of our Funding and Contracting Service digital platforms and applications.

BACKGROUND TO THE CONTRACTING AUTHORITY

The ESFA is an executive agency of the Department for Education. It has responsibility, on behalf of the Secretary of State for Education, to oversee and be accountable for the funding of all 3 to 16 education as well as post-16 education and training for young people, apprenticeships, and funding for adult education in England, excluding higher education. It is also responsible for policy development and implementation of the technical education reform programme.

The ESFA:

1. is accountable for £59 billion of funding for the education and training sector, providing assurance that public funds are properly spent, achieving value for money for the taxpayer, and delivering the policies and priorities set by the Secretary of State
1. regulates academies, further education and sixth form colleges, and training providers, intervening where there is risk of failure or where there is evidence of mismanagement of public funds
1. delivers major projects and operates key services in the education sector, such as the National Careers Service, the National Apprenticeship Service and the Learning Records Service

16.1.3 The Funding and Contracting Service (FCS) is a back-office service used internally by the Funding Directorate within the ESFA. It is responsible for creating and paying contracts with academic institutions. These institutions may include independent training providers, local authorities, and academies.

The FCS enables the ESFA to:

- create, manage and issue contracts and agreements to providers



- calculate and generate monthly payments based on profiles or actual delivery
- process provider funding claims and determine reconciliation amounts

BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

The FCS is an internally facing system that allows teams responsible for contracting with training providers to manage and distribute funds to the sectors it serves and subsequently provide information to other internal teams and systems. The system is a bespoke one with a Dynamics 365 (D365) front end managing the user interface, communicating with a .NET back-end within a PaaS based system in Microsoft's Azure cloud computing service.

The system was built using strict agile principles and it is maintained and enhanced using a principle of continuous improvement managed through a Kanban approach. The system has to respond to policy changes driven by the yearly academic cycle as well as incorporating improvements and changes required to address changing ESFA needs in the funding arena.

There are approximately 150 internal users of the system spread across a variety of teams within the organisation. The contracts are digital, and they are agreed with the external customers via an interface to a separate product in the Funding Service- our user-facing platform, Manage My Education and Skills Funding (MYESF) - (note that this system is not in scope). Contracting information produced by the FCS is placed on feeds to this and other systems within the organisation. Similarly, the FCS has inbound feeds from data sources both inside and outside the organisation to support its processes.

Although the concept of creating a contract and managing the anticipated payments is a straightforward principle, there is considerable complexity in managing the various funding streams and the eligibility applicable to each training provider.

The current team has a typical skill mix of Developers (.Net and C# skillset), a D365 Developer, Testers, Business Analyst, Technical Architect, Product Manager and a Delivery Manager. There is a DevOps function that is shared across the Funding Directorate which manages infrastructure and environment support as well as pipeline builds.

Primary location will be ESFA Cheylesmore House, Coventry. Very occasionally travel may be required to the DfE/ESFA sites in London or across England where required.



The ESFA is part of a wider DfE future ways of working programme to learn from the move to home working during COVID-19. Currently there is no mandate to be fully home, or office based with no set number of days to be office based. Work patterns will be based on business need and agreed in discussion with the service owner. Remote meetings will be held using Microsoft Teams.

SCOPE OF REQUIREMENT

A service is required to manage and implement changes to the FCS in order to support the business need, maintain continuous improvement, fix issues and enhance it to meet the agreed requirements of other funding systems.

The new service will need to undertake a knowledge transfer (KT) exercise with the existing managed service. This will need to be complete by 29 JULY 2022 when that service ceases. It is a requirement that this KT exercise incorporates the creation of any necessary documentation or knowledge artefacts needed to build the understanding of the FCS and how it is maintained, enhanced and operated.

The service required is from May 2022 until 31st April 2024 with an option to extend for a further year, and the business hours will be Monday – Friday 9am-5pm. The budget for the contract is up to £5.53m [Ex VAT] and we would expect the core team to be made up of the following roles;

- Delivery Manager
- Developers
- Testers
- CRM Developer
- Business Analyst
- Technical Architect

We also require the successful supplier to have the ability to scale teams/specialists as and when required to support feature delivery for the Service. This may be in the form of standalone agile teams or specialist resources to support civil servant teams. The desired outcome is for the awarded supplier to bring industry best practices and high performing individuals to work alongside our delivery and in-house team. These teams would be multidisciplinary, and roles could include;

- Delivery Manager
- Product Owner
- Business Analyst



- Interaction Designer
- User Researchers
- Developers
- Testers
- Subject Matter Experts
- Technical Architect

Any changes needed in the FCS as a result of priorities directed by the Product Manager should be clearly documented in user stories in the backlog and in process documentation. The resultant code and architecture should be documented to reflect the work carried out and any reflect any changes to the overall solution.

The approach to support and development should follow agile principles appropriate to the need in question (e.g., scrum, Kanban). It is expected this would be supported by necessary agile ceremonies.



The technologies in use are:

General overview of system	<ul style="list-style-type: none">• Event Based architecture using NServiceBus as the enterprise bus on Azure Service Bus with end points and APIs hosted on App Services.• CRM is deployed as SaaS (Dynamics 365).• Azure SQL for data storage and processing.• Web Jobs using Azure App Services
Main framework	.NET, .NET Core
Main code/language	C#
Any other code /languages/frameworks	JavaScript (used in CRM Screens), Angular, LINQ
Any other components	Aspose Cells
Data storage	Azure SQL (accessed using Entity Framework mostly and in some cases Dapper), Azure storage accounts (Blobs, Table), Classic Storage accounts for backups
Hosting platform	Azure
Hosting type	PaaS (Backend services), SaaS (CRM/Dynamics 365)
Version control system and repo	Azure DevOps (SFA VSTS)
Build & Release	Azure DevOps pipelines with Build servers on VMs
Integration components	NServiceBus (Azure Service Bus as transport mechanism), Atom Feed, APIs
Reporting/analytics	SSRS (on the D365 CRM)
Development environment	Azure VMs, external laptops
Testing tools	SpecFlow, Selenium (CRM), MS Test
Telemetry/logging tools	App Insights, Azure OMS, Bespoke Logging and Operations monitoring tools/utilities



THE REQUIREMENT

The supplier must be able to deliver outcomes utilising the following skills to be able to maintain and run the FCS:

- 1) Maintain ASP Web Services
- 2) Back-end storage technologies such as SQL server
- 3) Designing, developing, and maintaining Messaging using NServiceBus technology.
- 4) Delivery of scalable cloud-based micro services (preferably Microsoft Azure).
- 5) Knowledge of PaaS environments.
- 6) Excellent knowledge of programming languages such as C#, HTML, JavaScript/CSS.
- 7) Able to successfully develop software using modern engineering practices such as Test-Driven Development and Continuous Integration & Deployment in an Azure DevOps environment
- 8) Able to implement and maintaining a robust Test Automation solution in .NET (C# programming) platform using open-source tools (Selenium)
- 9) API & Database testing
- 10) Non-Functional testing with the ability to analyse & communicate the test outcomes relating to recoverability, resilience, performance and scalability.
- 11) Able to design and execute test strategies, test plans and test scripts along with documenting outputs in test reports and defect logs
- 12) Knowledge of GDS Standards, Technology Code of Practice or equivalent, using open distributed version control systems such as GitHub
- 13) Able to design, develop, and maintain RESTful APIs.
- 14) Knowledge of IT Health Checks, penetration tests and implementation of remedial plans



The supplier will have a proven track record in delivering secure digital services by applying NCSC cyber security principles and industry standard protocols

The Supplier will:

- Deliver their services in accordance with DfE's Departmental Security Standards and Special Clauses for Contracts.
- Support the requirement to flex by the teams up or down over the course of the contract and in line with the business needs.
- Manage their resources in order to show "value for money" by ensuring that all roles are fulfilled adequately and have been fully utilised within the SOW
- Ensure that there are sufficient resources in place to meet the business's need to "keep the lights on"

The Supplier will ensure all staff are as a minimum BPSS checked, with all supplier staff working on the contract to be minimum enhanced DBS within 6 months.

The supplier must be able to work collaboratively with other digital and technology service providers in a blended team environment.

KNOWLEDGE TRANSFER

The Supplier shall:

- Ensure that all work delivered within the Statement of Work (SoW) has been fully documented
- Support knowledge transfer to enable the Funding and Contracting Service to increase the number of permanent civil servants in digital roles.
- The Supplier shall develop and maintain documentation within the customers document repositories (e.g., Confluence, SharePoint etc.) that describe all of the systems and procedures used to provide services to the Customer.
- The Service Provider is to deliver a full copy of the system documentation within 5 working days of being requested to do so by the Customer

GOVERNANCE



The Supplier shall comply with the Customer's governance and operation model, as may be updated from time to time, including arrangements for:

- Contract and Supplier Management
- Service Management
- Portfolio, Programme and Project Management
- Strategy and Enterprise Architecture

The Supplier will need to appoint a Service lead who shall:

- be contactable by the Customer during normal working hours
- attend regular Customer meetings at locations and frequencies specified by the Customer.
- attend ad-hoc meetings with the Customer when requested to do so.
- The Supplier shall identify a Senior Manager/account manager to be the point of escalation for any issues that cannot be resolved by the Service lead.
- The Service Provider shall not replace the Service Manager or the Senior Manager during the contract without the Customer's prior written agreement to the proposed replacements, such consent not to be unreasonably withheld. For the avoidance of doubt this will exclude any changes caused by the relevant employee of the service supplier leaving the employment of the supplier for any reason.
- The Supplier shall prepare and maintain a Risk Register identifying all risks to the support and operation of the Services.
- The Supplier shall prepare and maintain an Issue Register identifying all issues relating to the support and operation of the Services.
- Deliver the roadmap as per prioritisation as directed by the Product Manager

KEY MILESTONES AND DELIVERABLES



The following Contract milestones/deliverables shall apply:

This contract seeks to enable the FCS product to continue to operate successfully enabling it to deliver the necessary business-as-usual (BAU) work and the enhancements the business requires to keep it relevant to Funding and Allocations policy and its changing landscape.

It will also allow technical improvements to be carried out to maintain currency within an ever-evolving technology landscape as falling behind in adopting current software versions or innovative approaches becomes costly to rectify if done retrospectively.

Business As Usual (BAU) is a business requirement function which must be met yearly for the service to produce contracts, payments, and reconciliation for all our providers receiving FE (Further Education) funding.

- Rollover financial year contracts for 2022-23 and 2023-24
- Rollover academic year contracts for 2022/23 and 2023/24
- Funding Claim Reconciliation for 2021/22 and 2022/23
- Microsoft Dynamics 365 Updates (twice annually)
- Implement changes to support college accountability agreements

To further enhance the service our continuous improvement plan includes the following features -

- Implement a replacement for Microsoft Dynamics 365 Data Export Services
- Simplification of payment authorisation processes
- Implement an integrated document management solution
- Integration to reporting and notification services
- Integration with Calculate Funding Service (CFS) for adult funding allocations and other funding
- Implement a contracting policy configuration management solution
- Enhancements to Apprenticeship Service interface
- Implement Academy Contracting solution



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.

Inside IR35

<u>Standard</u>	Max Day Rate
Tester	[REDACTED]
Delivery Manager	[REDACTED]
Business Analyst	[REDACTED]
User Researcher	[REDACTED]
Interaction Designer	[REDACTED]
Content Designer	[REDACTED]
User Experience Designer	[REDACTED]
Developer	[REDACTED]
CRM Developer	[REDACTED]
Technical Architect	[REDACTED]
<u>Senior</u>	
Delivery Manager	[REDACTED]
Business Analyst	[REDACTED]
User Researcher	[REDACTED]
Interaction Designer	[REDACTED]
Content Designer	[REDACTED]
User Experience Designer	[REDACTED]
Senior Tester	[REDACTED]
CRM Developer	[REDACTED]
Technical Architect	[REDACTED]
<u>Lead</u>	



Lead Developer	[REDACTED]
Lead Tester	[REDACTED]

Outside IR35

Job Area	
<u>Standard</u>	Max Day Rate
Tester	[REDACTED]
Delivery Manager	[REDACTED]
Business Analyst	[REDACTED]
User Researcher	[REDACTED]
Interaction Designer	[REDACTED]
Content Designer	[REDACTED]
User Experience Designer	[REDACTED]
Developer	[REDACTED]
CRM Developer	[REDACTED]
	[REDACTED]
Technical Architect	[REDACTED]
<u>Senior</u>	
Delivery Manager	[REDACTED]
Business Analyst	[REDACTED]
User Researcher	[REDACTED]
Interaction Designer	[REDACTED]
Content Designer	[REDACTED]
User Experience Designer	[REDACTED]
Senior Tester	[REDACTED]
CRM Developer	[REDACTED]
Technical Architect	[REDACTED]
<u>Lead</u>	
Lead Developer	[REDACTED]
Lead Tester	[REDACTED]



For the maximum defined call-off period for this contract, the rate card will not be subject to review for the purposes of aligning with indexation.

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.

Unless otherwise stated on the SOW, the contacts for invoices are as follows:

Funding Service: Kath Courtney: [REDACTED]

[REDACTED],
[REDACTED],
Cheylesmore House,
Quinton Road,
Coventry,
CV1SWT
[REDACTED]

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)

Travel and Subsistence



Travel%20and%20ex
penses.docx

Part B – Service Charges

To be agreed via the individual Statement of Work.

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 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 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, Funding Service, 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 Funding Service, 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 Funding Service 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 Funding Services to improve efficiency and stability.
- II. Contribute materials, evidence, documentation etc for Funding Service for the 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 Funding Service as required

f. Risks and Issues Management

- I. Identify and be responsible for raising risks and issues across all services relating to Funding Service 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 Funding Service, the supplier must support with the engagement and knowledge needed to assist the third party to resolve this.

g. 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.

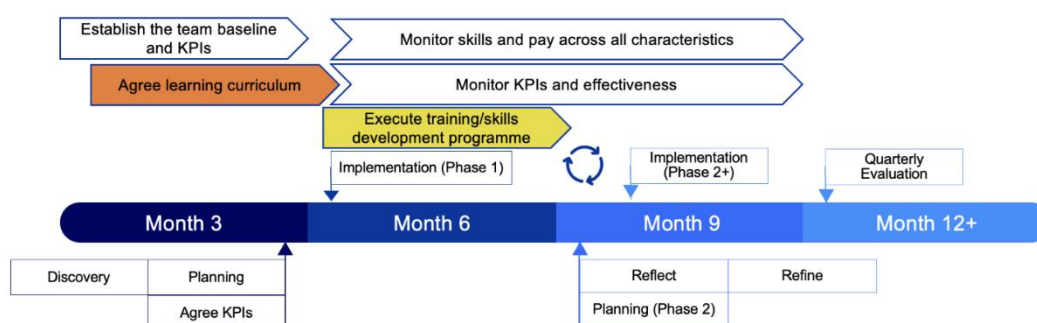
h Document production

- 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
 - CMDB

J. Resource Provided

- I. All supplier resources delivering services for the contracts are performing to the expected standard for the skill set supplied and all facilities are to the expected standard.
- II. Supplier promotes positive collaborative working relationships, within and across team, by acting in a transparent manner. Supplier shows commitment to Buyer goals through adding value over and above the provision of compensated skilled personnel or facilities.

K Social Value



- I. Timed project plan in relation to the adoption of all relevant social value activities listed in the method statement is adhered to. Progress reviewed on a monthly basis.
- II. Green = Timed project plan is adhered to, with each identified key stage in the project plan being conducted and completed on time.
Amber = Up to 2-week delay in each identified key stage in the project plan being conducted and/or completed.



Red = More than 2-week delay in each identified key stage in the project plan being conducted and/or completed.

Funding Service 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 15 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

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	Key role in delivery of the Services



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>
Supplier – Cognizant Worldwide Limited	Graydon Insight – [REDACTED] Probability of default is low	Graydon Insight – [REDACTED]

PART B – RATING AGENCIES

- Graydon Insights (e.g Standard and Poors)]
 - Credit Rating Level = **[REDACTED]**

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	[REDACTED]
Supplier Members for the Operational Board	[REDACTED]
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: **[REDACTED]**
[REDACTED]

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: **[REDACTED]**

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"> On entry into the Contract, there will be no processing of personal data by the Supplier, as defined within the Data Protection Legislation, for the purposes of this Contract and the Buyer shall not disclose or allow the Supplier to have access to any personal data under this Contract. If the Buyer requires the Supplier to process personal data under a Statement of Work, then this will need to be agreed and Statements of Work Annex 1 – Data Processing will need to be populated. <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 or lesser period as may be defined in the individual Statements of Work
Nature and purposes of the processing	As defined in the delivery of services within relevant Statements of Work For the purpose of delivering the services required under an agreed Statement of Work.
Type of Personal Data	As defined in the individual Statements of Work
Categories of Data Subject	As defined in the individual Statements of Work
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**

FRAMEWORK SCHEDULE 4 – ANNEX 2

RM6100 TECHNOLOGY SERVICES 3

LOTS 2, 3 AND 5 CALL OFF TERMS

Statement of Work

TITLE
REFERENCE

Date: