



**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 30th September 2021 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website [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 – Service Levels and Service Credits
5. Attachment 4 – Key Supplier Personnel and Key Sub-Contractors - *Note: populated from NPDR 006AQ*
6. Attachment 5 – Software - *Note: populated from Schedule 9 – NPDR 019*
7. Attachment 6 – Financial Distress - *Note: populated from Schedule 8 – NPDR 018*
8. Attachment 7 - Governance - *Note: populated from Schedule 7 – NPDR 017*
9. Attachment 8 – Schedule of Processing, Personal Data and Data Subjects - *Note: populated from NPDR 028*
10. Attachment 9 – Transparency Reports *Note: populated from Schedule 6 – RM6100*
11. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses *Note: populated from Schedule S1 – NPDR 021, S2 – NPDR 022, S3 – NPDR 023, S5 - NPDR 024, S6 – NPDR 025, S7 – NPDR 026 and Clause C3 – NPDR 027*

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

- a) the Framework, except Framework Schedule 18 (Tender).
- b) the Order Form;
- c) the Call Off Terms; and
- d) Framework Schedule 18 (Tender).



Section A General information

Contract Details	
Contract Reference:	C 24609
Contract Title:	NAS Hosting & Associated Services
Contract Description:	Provision of managed data and software hosting environments on a Platform-as-a-Service basis to the National ANPR Service Programme
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	[REDACTED]
Estimated Year 1 Charges:	[REDACTED]
Commencement Date: this should be the date of the last signature on Section E of this Order Form	01/07/2023

Buyer details
Buyer organisation name The Home Office
Billing address [REDACTED] [REDACTED] [REDACTED]
Buyer representative name The name of your point of contact for this Order [REDACTED]
Buyer representative contact details Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 50.6 of the Contract. [REDACTED]
Buyer Project Reference



[Click here to enter text.](#)

Supplier

Supplier name

The supplier organisation name, as it appears in the Framework Agreement
Redcentric Solutions Limited (08344856)

Supplier address

Supplier's registered address
[REDACTED]

Supplier representative name

The name of the Supplier point of contact for this Order
[REDACTED]

Supplier representative contact details

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

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

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.
RM6100 -Lot 3 -Redcentric -032504 Hosting

Guarantor details (Financial)

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 checked="" type="checkbox"/> |
| c: Technical Management | <input checked="" 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

Contract Period:

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
3	28 months

Initial Term

Twenty Eight (28) months

Extension Period

Optional 12 months + a further optional 12 months

Minimum Notice Period for exercise of Termination Without Cause

180 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 from the following Sites:

Buyer Premises: n/a



Supplier Premises:

[Redacted text]

Third Party Premises:

Click here to enter text.

Buyer Assets

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

[Redacted text]

Additional Standards

Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions).

HM Government's Technology Code of Practice:

The Supplier shall when designing, implementing, and delivering the Services adopt the applicable elements of HM Government's Technology Code of Practice as documented at:

<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

UK Government's Open Standards Principles:

The Supplier shall comply to the extent within its control with UK Government's Open Standards Principles as documented at: <https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles> as they relate to the specification of standards for software interoperability, data and document formats in the IT Environment

Technology Architecture Standards:

The Supplier shall produce full and detailed technical architecture documentation for the Services in accordance with Good Industry Practice. If documentation exists that complies with *The Open Group Architecture Framework (TOGAF) 9.2* or its equivalent, then this shall be deemed acceptable.

Accessible Digital Standards:

The Supplier shall comply with (or with equivalents to):

- (a) The World Wide Web Consortium(W3C) Web Accessibility Initiative (WAI) Web Content Accessibility Guidelines (WCAG) 2.0 Conformance Level AA; and
- (b) ISO/IEC 13066-1: 2011 Information Technology – Interoperability with assistive technology (AT) – Part 1: Requirements and recommendations for interoperability

**Service Management Software:**

The Supplier shall reference relevant industry and HM Government standards and best practice guidelines in the management of the Services, including the following and/or their equivalent:

- (a) ITIL v4 2019;
- (b) ISO/IEC 20000-1 2011 "ITSM Specification for Service Management";
- (c) ISO/IEC 20000-2 2012 "ITSM Code of Practice for Service Management";
- (d) ISO 10007 "Quality management systems – Guidelines for configuration NAS Services Agreement - Schedule 2.3 4 management"
- (e) BS25999-1:2006 "Code of Practice for Business Continuity Management" and, ISO/IEC 27031:2011, ISO 22301 and ISO/IEC 24762:2008 in the provision of "IT Service Continuity Strategy" or "Disaster Recovery" plans

For the purposes of management of the Services and delivery performance the Supplier shall make use of Software that complies with Good Industry Practice including availability, change, incident, knowledge, problem, release and deployment, request fulfilment, service asset and configuration, service catalogue, service level and service portfolio management. If such Software has been assessed under the ITIL Software Scheme as being compliant to "Bronze Level", then this shall be deemed acceptable

Environmental Standards:

The Supplier shall demonstrate that it has obtained *ISO 14001* (or equivalent) certification for its environmental management and shall comply with and maintain certification requirements throughout the Term.

The Supplier shall comply with relevant obligations under the *Waste Electrical and Electronic Equipment Regulations 2006* in compliance with *Directive 2002/96/EC* and subsequent replacements (including those in compliance with *Directive 2012/19/EU*).

The Supplier shall (when designing, procuring, implementing and delivering the Services) ensure compliance with Article 6 and Annex III of the *Energy Efficiency Directive 2012/27/EU* and subsequent replacements.

The Supplier shall comply with the *EU Code of Conduct on Data Centres' Energy Efficiency*. The Supplier shall ensure that any data centre used in delivering the Services are registered as a Participant under such Code of Conduct.

Hardware Safety Standards:

The Supplier shall comply with those BS or other standards relevant to the provision of the Services, including the following or their equivalents:

- (a) any new hardware required for the delivery of the Services (including printers), shall conform to *BS EN 60950-1:2006+A12:2011* or subsequent replacements. In considering where to site any such hardware, the Supplier shall consider the future working user environment and shall position the hardware sympathetically, wherever possible;
- (b) any new audio, video and similar electronic apparatus required for the delivery of the Services, shall conform to the following standard: *BS EN 60065:2002+A12:2011* or any subsequent replacements;



- (c) any new laser printers or scanners using lasers, required for the delivery of the Services, shall conform to either of the following Safety Standards: *BS EN 60825-1:2007* or any subsequent replacements;
- (d) any new apparatus for connection to any telecommunication network, and required for the delivery of the Services, shall conform to the following safety Standard: *BS EN 41003:2009* or any subsequent replacements; and
- (e) Where required to do so as part of the Services, the Supplier shall perform electrical safety checks in relation to all equipment supplied under this Agreement in accordance with the relevant health and safety regulations.

Prince2 Methodology:

The Supplier shall use *PRINCE2 methodology* or similar, supplemented where appropriate by the tools and methods of the Supplier's project management methods.

Buyer Security Policy

- Any Buyers policies as notified by the Buyer during the Further Competition Invitation) which include but not limited to:
- Handling Policing Data within Official – Ref *NPDR 037*
- Police Candidate Control Set for Services – Ref *NPDR 038*
- Police Warning, Advice and Reporting Point (POLWARP) Procedures (Official – Sensitive) – Ref *NPDR 039*
- Acceptable Use Policy – Ref *NPDR 040*
- Patching Standard – Ref *NPDR 065*

Buyer ICT Policy

Greening Government: ICT Strategy issue (March 2011)

Accessible: <https://www.gov.uk/government/publications/greening-government-ict-strategy>

Insurance

Third Party Public Liability Insurance (£) - £25,000,000

Professional Indemnity Insurance (£) - £10,000,000 (in the aggregate)

Buyer Responsibilities

1. General Obligations



- 1.1 The Buyer shall perform those obligations of the Buyer which are set out in the Clauses of the Call-Off Contract and the Paragraphs of the Contract Schedules.
 - 1.2 The Buyer shall use reasonable endeavours to provide the Supplier with access to appropriate members of the Buyer's staff, as reasonably requested by the Supplier, in order for the Supplier to discharge its obligations.
 - 1.3 The Buyer shall provide sufficient and suitably qualified staff to fulfil the Buyer's roles and duties under the Call-Off Contract which shall include for the avoidance of doubt those staff required to support the Buyer role as both Service Integrator and System Integrator.
 - 1.4 The Buyer shall use reasonable endeavours to provide such documentation, data and/or other information that the Supplier reasonably requests that are necessary to perform its obligations under the terms of the Call-Off Contract.
 - 1.5 The Buyer shall procure for the Supplier such agreed access and use of the Buyer Premises (as a licensee only) and facilities (including relevant IT systems) as is reasonably required for the Supplier to comply with its obligations under the Call-Off Contract, such access to be provided during the Buyer's normal working hours on each Working Day or as otherwise agreed by the Buyer (such agreement not to be unreasonably withheld or delayed).
2. Specific Obligations
 - 2.1 The Buyer shall perform the role of Service Integrator, such role shall be consistent with Good Industry Practice and include specific compliance with the standards and policies detailed in this Further Competition Invitation.
 - 2.2 The Buyer in its role as Service Integrator shall in addition to the Buyer standards and policies adhere to the specific service management policies, process and procedures ("Operating Models") which shall include the performance of specific tasks, activities and responsibilities as set out in the following:
 - (a) Change Management Operating Model – Ref *NPDR 029*
 - (b) Knowledge Management Operating Model – Ref *NPDR 032*
 - (c) Incident Management Operating Model – Ref *NPDR 031*
 - (d) Problem Management Operating Model – Ref *NPDR 030*
 - (e) Service Asset & Configuration Operation Model – Ref *NPDR 033*
 - 2.3 The Buyer shall manage and co-ordinate other Third Party Suppliers not under the control or contract with the Supplier that provide additional services outside of the scope of this Agreement for the purpose of investigating and resolving any service-related issues concerning the NAS System.
 - 2.4 The Buyer shall be responsible for planning and the integration of the Supplier's Services with those other service elements provided by other Related Suppliers (not under the control or contract with the Supplier) which collectively create the NAS System.



Goods

*Guidance Note: list any Goods and their prices
Not Applicable*

Governance

Governance Schedule 7 – NPDR 017	Tick as applicable
Part B – Long Form Governance Schedule	<input checked="" type="checkbox"/>

The Part selected above shall apply this Contract.

Change Control Procedure

Change Control Schedule 5 – NPDR 015	Tick as applicable
Part B – Long Form Change Control Schedule	<input checked="" type="checkbox"/>

The Part selected above shall apply this Contract. Where Part B is selected, the following information shall be incorporated into Part B of Schedule 5 (Change Control Procedure):

- for the purpose of Paragraph 3.1.2(a), the figure shall be [REDACTED] and
- for the purpose of Paragraph 8.2.2, the figure shall be [REDACTED]



Section C

Part A - Additional and Alternative Buyer Terms

Additional Schedules and Clauses

Part A – Additional Schedules

Additional Schedules	Tick as applicable
S1: Implementation Plan –	<input type="checkbox"/>
S2: Testing Procedures – Ref NPDR 022	<input checked="" type="checkbox"/>
S3: Security Requirements (Part B) – Ref NPDR 023	Part B <input checked="" type="checkbox"/>
S5: Benchmarking – Ref NPDR 024	<input checked="" type="checkbox"/>
S6: Business Continuity and Disaster Recovery – Ref NPDR 025	<input checked="" type="checkbox"/>
S7: Continuous Improvement – Ref NPDR 026	<input checked="" type="checkbox"/>

Part B – Additional Clauses

Additional Clauses	Tick as applicable
C3: Collaboration Agreement – Ref NDPR 027	<input checked="" type="checkbox"/>

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

Additional Schedule S3 (Security Requirements)

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

The Supplier shall submit a final version that meets the Buyers Requirements within 90 Working Days of contract signature if required. Activities are captured within the mobilisation plan and subject to the established change control process

Additional Schedule S4 (Staff Transfer)

Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of “Fund” in Annex D2 (LGPS) of Part D (Pension) insert details of the applicable fund below.

Not Applicable

Additional Clause C1 (Relevant Convictions)

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

Not Applicable



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.

Leonardo UK Ltd. – Software Supplier to the National ANPR Services Programme

An executed Collaboration Agreement shall be delivered from the Supplier to the Buyer within the stated number of Working Days from the Commencement Date: 90 Working days

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.*

Commercially sensitive information pertains to all pricing, direct, operating and capital costs and/or elements of such costs. This information should remain confidential for the duration of the Contract.



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

Part A - Buyers Requirements

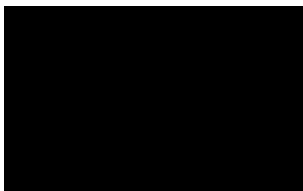
1. OVERVIEW OF THE BUYERS REQUIREMENTS.

- 3.1 The Buyer requires the Supplier to deliver and manage a series of hosting environments which shall support the functionality of the end to end NAS System. Each of these hosting environments shall be utilised by the Buyer for a differing purpose which results in differing specifications for each hosting environments.
- 3.2 The Supplier is required to provide a specific NAS Platform environment which is a full-scale “Production Environment” which shall store the NAS data collection. This equates to approximately a petabyte of data, making it one of the largest data sets in the UK Government. This is accompanied by a range of other environments, most notably a Quality Assurance Environment which shall act as the main scaled performance test environment.
- 3.3 The Parties acknowledge the criticality of the NAS System and that it is crucial that the appropriate Business Continuity and Disaster Recovery mechanisms are implemented by the Supplier to mitigate the risk of any break in service continuity for the End Users, including the duplication of key data hosting environments and related services, and to maintain the delivery of critical services to the End Users including front line police operations.
- 3.4 The NAS System is governed by the National ANPR Standards for Policing and Law Enforcement (NASPLE) which mandate a continuous provision of Service to the UK Police Forces and Law Enforcement Agencies, as well as access to a minimum of 12 months of historical data.
- 3.5 While the Supplier is providing a hosting infrastructure and “Platform as a Service” capability the Parties recognise that the NAS System is a collection of services in order to provide an end to end ANPR capability to the End Users. As such the Buyer shall act as the Service Integrator between the Buyer and other delivery partners and the End Users. However, the Supplier shall be required to work collaboratively with the Buyer and other delivery partners to ensure the delivery of the best possible Services to the End Users of the NAS System.



Crown
Commercial
Service

Part B – Suppliers Service Offering





Attachment 2 – Charges and Invoicing

Part A – Service Charges

1. INTRODUCTION

1.1 For each of the individual Services as set out in Part B - Attachment 1 (1.2 Services Schedules) the applicable Charges are set out in the Baseline Billing Model but summarised in Figure 1 below:

Description	Monthly Service Charges
Platform Hosting Charges	[REDACTED]

Figure 1 – Baseline Billing Model (summary)

2. CHARGES & BILLING

2.1 The Supplier has created a HO ANPR Baseline Billing Model (“Baseline Billing Model”) in order to provide a breakdown of Charges, per service schedule, for the Buyer to review. This billing forecast covers the period 1st July 2023 until 31st October 2025 and is attached in Appendix 1B.

2.2 The Parties agree that the Charges cover the full costs for the services. [REDACTED]

2.3 [REDACTED]

2.4 [REDACTED]

i. [REDACTED]



2.5 The Supplier may revise the Charges [REDACTED] with effect from each anniversary of the Operational Service Commencement date. Such revised Charges shall reflect the percentage change in the official United Kingdom Consumer Prices Index (“CPI.”) The relevant adjustment shall be determined by multiplying the Charges by the percentage increase or changes in the CPI published for the 12 months ending on the 31st March immediately preceding the relevant adjustment date.

2.6 With effect from the first anniversary of the Operational Service Commencement date, and no more than once in the subsequent 12 month period, the Buyer may request in writing that the Supplier reviews the element of the Charges relating to the cost of power. [REDACTED]
[REDACTED]

3. CHARGE RECONCILIATION PROCESS

3.1 Monthly Reconciliation

3.1.3 To track the monthly Charges in relation to the Baseline Billing Model, the Supplier shall:

- i. Provide to the Buyer within five (5) Working Days after the end of each calendar month the HO ANPR Actual Billing Model (Appendix 2) which will contain the actual service Charges for the previous month.

3.1.2 The Actual Billing Model will be used to show the total monthly Charges [REDACTED] Upon Review and within five (5) working days, the Buyer shall either:

- i. Provide acceptance to any increase in the monthly Charge; and/or
- ii. Query the Charges; and/or
- iii. Reject; the Actual Billing Model.

3.1.3 Where the Buyer provides acceptance of the Charges, the Supplier will issue an additional invoice within five (5) Working Days, [REDACTED]
[REDACTED]

[REDACTED] The Buyer will process payment of the true up invoice in line with Call-Off payment terms.

3.1.4 Where the Buyer either queries and/or rejects the Actual Billing Model, the Buyer acting reasonably shall set out in writing the reason for such action. Upon receipt of such notice from the Buyer the Supplier shall within five (5) Working Days review, correct and re-submit the Actual Billing Model for the Buyers review and acceptance. The Parties shall repeat such steps until the Actual Billing Model is agreed, however, if after a further three instances have occurred and no agreement is reached then either Party can either continue to seek agreement on the Actual Billing Model or refer such matter for



escalation in accordance with the Complaints, Handling and Resolution clause as set out in Call-Off Contract.

- 3.1.4 The Parties agree that the purpose of this monthly reconciliation process is to track, review and understand the impact of any changes, activities, or issues which could lead to increased Charges above the forecast / Baseline Billing Model.

3.2 Quarterly Review

- i. The Supplier shall review the Actual Billing Model for the previous quarter within five (5) Working Days from the last day of the quarter.

- 3.2.1 Upon review, should the Charges associated with the Actual Billing Model vary by $\pm 25\%$ when compared to the Baseline Billing Model, then the Parties shall:

- ii. Undertake and complete a more detailed review of the causes of such variation to the Charges, within ten (10) Working Days from the end of the quarter in which the Charges have been reviewed (in accordance with this paragraph); and.
- iii. Agree if any changes to the Charges are required. The Buyer shall make the necessary amendments where required to its internal purchase orders to reflect the increased within ten (10) Working Days.
- iv. If following the review undertaken in accordance with 3.2.4 ii. and if the Baseline Billing Model shows a variance by -25% for consistently, the Parties shall review the impact in accordance with the change control procedure.

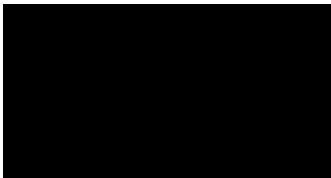
3.4 Forecasted Charges

3.4.1 The Supplier shall on a monthly basis and within ten (10) Working Days of the end of the previous calendar month, submit to the Buyer a HO ANPR Forecast Billing Model ("Forecast Billing Model") that reconciles the Baseline Billing Model and includes a forecast to enable the Buyer to understand, review and assess the profile of any potential Charges for remaining term of the Call-Off Contract.

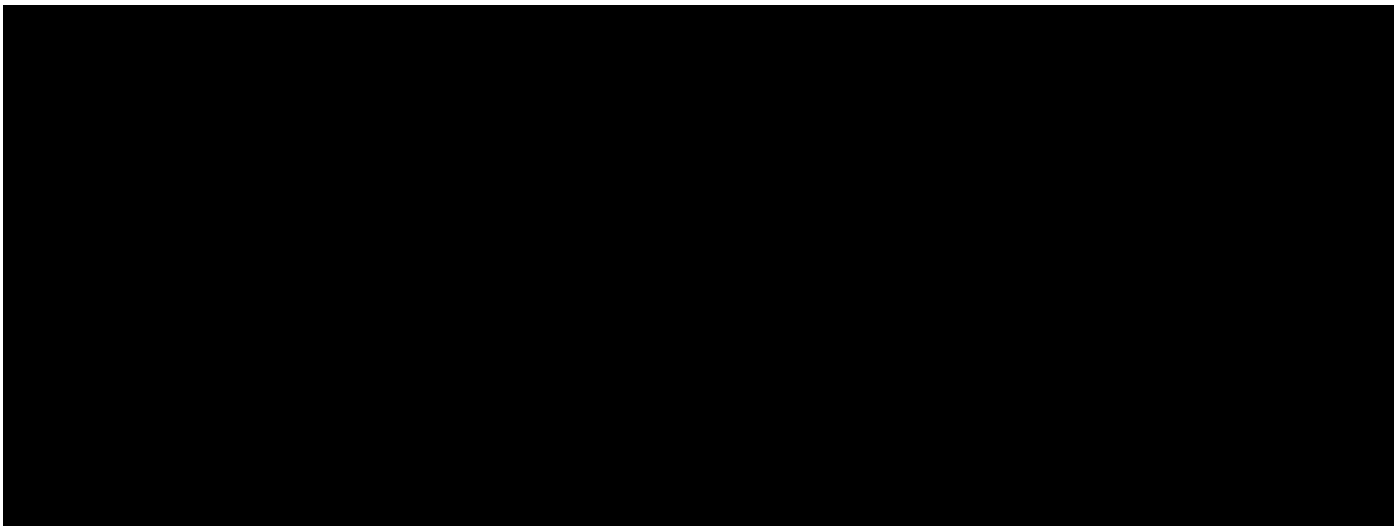
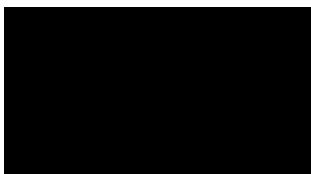
3.5 Any modifications to the Charges as set out in this Part A shall at all times be managed in accordance with the Change Control Procedure.



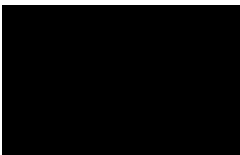
Appendix 1A – Estimated Contract Charges



Appendix 1B – Baseline Billing Model



Appendix 2 – Actual Billing Model





Appendix 3 – Forecast Billing Model



Appendix 4 – Professional Services (T&M) Forecast





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

1. RATE CARD

1.1 Where required and managed in accordance with the Change Control Procedure the Parties have agreed to apply the following Rate Card during the Term of the Call-Off Contract.

Cluster	Example Roles	SFIA 3	SFIA 4	SFIA 5
		Redcentric Provider Rate	Redcentric Provider Rate	Redcentric Provider Rate
Architecture	Business Architecture	[REDACTED]	[REDACTED]	[REDACTED]
	Data Architecture			
	Technical Architecture			
	Security Architecture			
Delivery	Technology Delivery Manager	[REDACTED]	[REDACTED]	[REDACTED]
	Outcome Technology Delivery Manager			
Engineering	Software Engineer	[REDACTED]	[REDACTED]	[REDACTED]
	DevOps Engineer			
	Infrastructure Engineering			
	Network Engineering			
	Security Engineering			
IT Operations	Plan, Engage, Improve	[REDACTED]	[REDACTED]	[REDACTED]
	Design & Transition			
	Deliver & Support			
Cyber Security, Data, Product, QAT, UCD		[REDACTED]	[REDACTED]	[REDACTED]



Part C – Mobilisation/Commercial Implementation

1. INTRODUCTION

- 1.1 The Parties agree to implement the following Deliverables to the Milestone dates as part of the Mobilisation Plan.
- 1.2 The Parties agree that the delivery of the following Milestones do not attract any additional or specific Charges to those Charges as set out in Part A of this Attachment 2.
- 1.3 The Charges as set out in the Estimated Charge column in the table below, where applicable, for each Milestone below may vary as determined by the activities required. Any additional recurring Charges (i) must be agreed and approved with the Buyer (ii) will be chargeable in accordance with Attachment 2 – Charges and Invoicing Part B – Supplier Personnel Rate Card for Calculation of Time and Materials Charges and (iii) such additional charges will be managed in accordance with the Change Control Procedure.
- 1.4 The following Deliverables will be supported with a Statement of Work (SOW) to be mutually agreed by both parties by 31st December 2023 that will further define the further activities to be undertaken, in the event where no SOW is created the Parties agree to apply the Supplier Standards in accordance with Good Industry Practice to achieve the Deliverables.

Ref	Milestone Description	Milestone Date	Estimated Charge
M1	Platform DR Testing		
M1.1	Complete configuration of agreed DR technology solution in readiness for final DR testing.		
M1.2	Completion of DR technology configuration milestone met and Home Office agreement to proceed to DR testing.		
M1.3	Create runbook for QA environment, carry out “failover and fallback” tests and provide input into Home Office overall DR test process.		
M1.4	Review results and make appropriate documentation changes to Prod and QA Low Level Designs and platform DR runbooks.		
M1.5	In line with industry best practice, to maintain SLAs, it is recommended that a DR test is carried out on QA and Prod annually. Based on the current DR solution, this is estimated to be 30-man days per test. Pricing assumes two annual tests.		
M1.6	Redcentric to review & update the NAS Platform DR and Core Business Continuity plans in line with schedule 6 (NPDR025) Business Continuity & Disaster recovery.	90 days from contract signature	
	Up to 60 days T&M (Consulting) to be managed via the contract change process.		██████████
M2	Security Plan		
M2.1	Agree outline plan and inclusions		
M2.2	Complete plan in agreed timescale		
M2.3	Agree governance and update/audit process		



M2.4	Agree SAL – Security Aspects Letter content		
M2.5	Security Management Plan completed - as defined during the above planning phase		
	<i>Up to 30 days &M (Consultancy) based on defining the buyers required security solution</i>		██████████
M3	Collaboration Agreement – Leonardo		Non-Chargeable
M3.1	Review collaboration agreement document		
M3.2	Provide feedback from Home Office		
M3.3	Review feedback from Leonardo		
M3.4	Finalise agreed wording		
M3.5	Signed Collaborative Agreement	90 days from contract signature	
M4	Social Values		Non-Chargeable
M4.1	Agree outline plan and inclusions		
M4.2	Complete plan in agreed timescale		
M4.3	Agree governance and update/audit process	90 days from contract signature	

M5	Equality, Diversity and Inclusion (EDI)		Non-Chargeable
M5.1	Review EDI plan and identify any adjustments. Agree with the Buyer the format and frequency of updates		
M5.2	Employee Experience – strengthen diversity and inclusive culture including but not limited to: Learning and development training, Policies and Continuous employee support		
M5.3	Leadership – continued development of EDI awareness, promotion and role model including but not limited to Role model update, leadership updated on EDI		
M5.4	Communications, Engagement and Review of Company approach to the EDI including but not limited to plan approval, company progress on EDI	90 days from contract signature	
M6	Crown Commercial Services TS3 Framework reporting		Non-Chargeable
M6.1	Scope requirements		
M6.2	Setup reporting process		
M6.3	Live reporting	90 days from contract signature	
M7	NPDR 018 - Financial Reporting		Non-Chargeable
M7.1	Discuss and agree more prescriptive definitions of “Operating Profit” and “Net Debt” in the Financial Indicators of Financial Distress within 90 days of contract commencement date		
M7.2	To agree a suitable format to report on Financial Indicators, per Attachment 9 (Schedule 6 – RM6100) and Attachment 6 (Schedule 8 – NPDR 018)	Aligned to the reporting format per Schedule 8, clause 8.4	
M8	Design, delivery of Additional Data Feed(s)		
M8.1	Design & delivery of additional data feed(s)		
M8.2	Service Charges established via existing change control process		
	<i>Up to 93 days T&M (Consulting) to be managed via the contract change process.</i>		██████████



M9	Design, delivery of Monitoring Dashboards, Docker & Postfix email Service		
M9.1	Design & delivery of enhanced application support		
M9.2	Service Charges established via existing change control process Up to 50 days T&M (Consulting) to be managed via the contract change process.		██████████
M10	Design, delivery of Tutelage Extract solution		
M10.1	Design & delivery of Tutelage extract solution		
M10.2	Service Charges established via existing change control process Up to 10 days T&M (Consulting) to be managed via the contract change process.		██████████



Part D – Risk Register

1.1 As at the Effective Date the Parties agree that the following Risks and Risk Register shall apply and shall then be updated and managed in accordance with the Governance processes as set out in Schedule 7.

Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (£)	Impact (description)	Mitigation (description)	Cost of mitigation	Post-mitigation impact (£)	Owner
R1	Cost of hardware	There is a risk that the cost of hardware is increasing due to component shortages and increased demand and these increases can not be predicted. This may cause unforeseen costs whilst being resolved.	Lifecycle of the agreement	Medium	High	As an example, unless the hardware for the new system is ordered up front, prices for the build of a system (or increase of an existing system for additional capacity) is uncertain. Quotations are	Confirm BOM and securing a price early in the requirement.	Low	High	Supplier



						typically valid for 30 days and therefore any price quoted will be at that point of time or with the projected increase in cost being factored in as an estimate.				
R2	Microchip supply/delivery lead time for hardware		Lifecycle of the agreement	Medium	Medium	The risk is impact to the project implementation/delivery	Early sight of projects through the current technical governance	Low	Low	Supplier



Part E – Early Termination Fee(s)

1. The Early Termination Fee shall be calculated in accordance with Clause 36.2.1 and Schedule S10 (Payments on Termination) and included in Annex 1 of Schedule S10.

Termination Date	Maximum Unrecovered Payment	Maximum Contract costs payment	Maximum Compensation Payment (Total)
Any time in the first contract year	██████████	██████████	██████████
Any time in the Second contract year	██████████	██████████	██████████
Any time in the contract Years 3-5	██████████	██████████	██████████



Attachment 3 – Service Levels and Service Credits

1. INTRODUCTION

1.1 The Parties have agreed apply the following Service Levels and Service Credits

Service Level Agreement:

The following tables describe the Service Level Agreements:

Availability calculations exclude planned downtime, including scheduled maintenance windows. Unavailability due to a failure in the application, or any application specific component is also excluded except where the supplier has explicitly agreed to manage such components.

Service Desk and Support Windows:

Managed Cloud Services for UK Government adheres to the following service desk availability and support windows.

Server Type	Service Desk	Support Window
Standard (Live) and High Availability (Live) virtual machines on shared platform and Managed Physical Hosts.	24/7	24/7
Dev and Test (Alpha/Beta) virtual machines on shared platform.	24/7	8:00am to 6:00pm UK time, Monday to Friday, excluding UK holidays

Virtual Machine Availability Service Level Agreements:

Availability is measured on a per virtual machine basis on the shared platform where the service comprises both the server and storage associated with it. Managed Cloud Services for UK Government adheres to the following virtual machine availability targets.

Type	Virtual Machine Type	System Availability Target	Definition
SLA	High Availability (Live) shared platform VM	99.99%	Either primary or secondary server is up and OS and/or Application is operational if managed by Redcentric
SLA	Standard (Live) shared platform VM	99.95%	Availability on a per server basis and OS and/or Application is operational if managed by Redcentric.
SLA	Dev and Test (Alpha/Beta) shared platform	99.5%	Availability on a per server basis and OS and/or



		Application is operational if managed by Redcentric
--	--	---

A shared platform virtual machine is deemed available when the operating system responds to ICMP (Ping) requests.

Managed Physical Hosts Service Level Agreements:

Managed Physical Hosts in Managed Cloud Services for UK Government offers the following availability targets.

Type	Physical Host Deployment	System Availability Target	Definition
KPI	Single Server	98.5%	Physical server is up and OS and/or Application is operational if managed by Redcentric
SLA	All other Managed Physical Host deployment types	99.5%	Either primary or standby (secondary) server is up and OS and/or Application is operational if managed by Redcentric

Recovery Point Objective Service Level Agreement:

Managed Cloud Services for UK Government adheres to the following RPO targets

Type	Server Type	RPO Target	Definition
SLA	All Shared Platform Virtual Machines All Managed Physical Host Types	Set during on-boarding (down to every hour standard maximum) and any changes via service request in life.	Recover to last snapshot as defined by RPO target.

Recovery Time Objectives Service Level Agreement:

Virtual Machines & Managed Physical Hosts

Managed Cloud Services for UK Government adheres to the following RTO target for High Availability (Live) virtual machines only

Type	Server Type	RTO Target	Definition
SLA	High Availability (Live) Virtual machines on shared platform.	4 hours	The HA virtual machine OS at the secondary site is recovered to the required running state.
SLA	All Dual Site Managed Physical Host Types	4 hours	The standby server OS in the secondary site is recovered to the required running state



Internet Access Availability SLA:

Internet Access Availability is defined as the ability to route a data packet from a customer’s private segment to the egress point on the public Internet. Meeting this SLA is based on an Availability Percentage of 99.99% as calculated in the following table.

Variable	Definition
Monthly Hours	Total number of hours in any month.
Scheduled Downtime	Total time in the month that the service is scheduled as unavailable either by maintenance or by customer request.
Unscheduled Downtime	Total time in the month that the service was unavailable due to an action by Redcentric unrelated to scheduled downtime. Obtained from ICAP.
Scheduled Uptime	Monthly hours minus Scheduled Downtime.
Available Hours	Scheduled Uptime minus Unscheduled Downtime.
Availability Percent	Available Hours divided by Scheduled Uptime, rounded to the nearest 10th.

Outages caused by the following events are not included as Unscheduled Downtime:

- Hardware failures unrelated to Redcentric negligence or Redcentric infrastructure;
- Software failures unrelated to Redcentric negligence or Redcentric infrastructure;
- Breach of acceptable use policy or any breach of the agreement by the customer or customer’s agent;
- Negligence or intentional acts or omissions by the customer or customer’s agent;

The Commitment becomes void if any one of the following occurs:

- The customer refuses a Redcentric maintenance change request related to the delivery of Internet Access services.

Incident Priority Definitions:

The Managed Cloud Services for UK Government use the following criteria for prioritisation of incidents as defined in the Redcentric – Managed Cloud Services for UK Government contract

Priority	Contact Method	Criteria (Meets One or More)	Examples (Not a Definitive List)
P1	By Phone only	Severe unusable. Severe disruption of service or business functions, possibly with revenue loss. Critical Systems Unit failed or severely impaired. No workaround(s) exist.	Multiple server failures affecting key operational areas. Severe performance degradation.



		Affects Critical business unit, users or functions.	Financial systems affected in a close period. Security issue such as malware, virus.
P2	By Phone only	Causes major business disruption. VIP user(s) or Business Unit with significant reduction in system performance. No workaround(s) exist. Potential to cause or become a P1.	Slow response of key business application for one or more users. Security incident.
P3	email or customer portal	Impacts system availability or operation of services. Affects users within a single function. Workarounds may be in place. Business operations impacted but not severely.	Equipment failures which are covered by redundancy/ resiliency. Server or infrastructure device identified as not having current patch/pattern files within 5 days of a patch being uploaded to the distribution servers by Service Provider.
P4	email or customer portal	Minor disruption or usability issues. Affects single user or function. Workaround is available. Does not impact business operations.	Incident queries relating to Data Centre Services.

Incident Response and Resolution Targets:

Incidents are responded to, resolved and reported, according to the Key Performance Indicator (KPI) specifications as listed below

	Type	Service Level	Target	Measure
Response Time	KPI	Priority 1 (Critical)	15 min	From the time the ticket is logged to the time it is electronically accepted by the resolving team.
	KPI	Priority 2 (High)	30 min	From the time the ticket is logged to the time it is electronically accepted by the resolving team.
	KPI	Priority 3 (Medium)	60 min	From the time the ticket is logged to the time it is electronically accepted by the resolving team.



	KPI	Priority 4 (Low)	2 hrs.	From the time the ticket is logged to the time it is electronically accepted by the resolving team.
Resolution Time	KPI	Priority 1 (Critical)	4 hrs.	For each Priority 1 (Critical) Incident, from the time the Ticket is logged in the Ticket Management System, to the time that the Incident is resolved.
	KPI	Priority 2 (High)	8 hrs.	For each Priority 2 (High) Incident, from the time the Ticket is logged in the Ticket Management System, to the time that the Incident is resolved.
	KPI	Priority 3 (Medium)	4 business days	For each Priority 3 (Medium) Incident, from the time the Ticket is logged in the Ticket Management System, to the time that the Incident is resolved.
	KPI	Priority 4 (Low)	10 business days	For each Priority 4 (Low) Incident, from the time the Ticket is logged in the Ticket Management System, to the time that the Incident is resolved.
Updates	KPI	Priority 1 Incident	every hour (24x7)	A Redcentric service desk incident assignee will contact the customer named contact by phone every hour with an update on incident status.
	KPI	Priority 2 Incident	every 2 hours (24x7)	A Redcentric service desk incident assignee will contact the customer named contact by phone every 2 hours with an update on incident status.
	KPI	Priority 3 and 4	every 24 hours Mon-Fri	A Redcentric service desk incident assignee will email the customer named contact every 24 hours Monday to Friday with an update on incident status.
Reports	KPI	Priority 1 and 2	within 4 business days of incident resolution	The Redcentric Service Manager will formulate an incident report and present it to the customer service owner.

Service Credits

Virtual Machine and Managed Physical Host with Standby Server Availability SLA

Unavailability applies where the virtual machine(s) or Managed Physical Host become unresponsive due to a fault recognised at the:

- virtual machine level (hypervisor);
- enterprise supported operating system level (see section 3.6);
- supported Microsoft applications (see section 3.8);



- host layer;
- storage layer;
- network layer.

And not where the fault is with:

- the customers control (application, user network);
- external connectivity providers;
- community supported operating system level;
- Incompatibility between customers provided software and the operating system or patch applied to the operating system.

If Redcentric fails to meet the Virtual Machine Availability SLA for virtual machines on the shared platform or Managed Physical Hosts then the customer is entitled to a service credit equal to the percentage identified in tables 9.4.1.1, 9.4.1.2, 9.4.1.3 and 9.4.1.4 for each month in which the failure occurred.

Dev & Test (Alpha/Beta) Virtual Machine Service Credits

Availability (%)	Measure	Service Credit (% of pro-rata portion of Monthly Fee based on affected virtual machine(s))
≥99.3% and <99.5%	VM started on alternate node and the supported Enterprise Operating System and Microsoft Application (where applicable) is operational	10%
≥99.1% and <99.3%		20%
<99.1%		30%

Standard (Live) Virtual Machine Service Credits

Availability (%)	Measure	Service Credit (% of pro-rata portion of Monthly Fee based on affected virtual machine(s))
≥99.9% and <99.95%	VM started on alternate node and the supported Enterprise Operating System and Microsoft Application (where applicable) is operational.	10%
≥99.5% and <99.9%		20%
<99.5		30%



High Availability (Live) Virtual Machine Service Credits

Availability (%)	Measure	Service Credit (% of pro-rata portion of Monthly Fee based on affected machine(s))
≥99.97% and <99.99%	VM started on alternate node at Primary Site or VM started on alternate node at Secondary Site and the supported Enterprise Operating System and Microsoft Application (where applicable) is operational.	10%
≥99.95% and <99.97%		20%
<99.95%		30%

Managed Physical Hosts with Standby Server(s)

Availability (%)	Measure	Service Credit (% of pro-rata portion of Monthly Fee based on affected machine(s))
≥99.93% and <99.95%	Standby Server running at Primary or Secondary Site And the supported Enterprise Operating System and Microsoft Application (where applicable) is Operational.	10%
≥99.91% and <99.93%		20%
<99.9%		30%

Recovery Point Objective SLA

The RPO SLA is aligned to the RPO for each shared platform virtual machine or Managed Physical Host (all types) based on the storage snapshot frequency that the customer defines for each virtual machine. Redcentric will facilitate the recovery of a virtual machine(s) or Managed Physical Host (all types) to the required point in time, as long as the frequency and retention period set by Redcentric, but by order of the customer, can facilitate the RPO, down to a 1 hour RPO. If Redcentric fails to meet the customer RPO SLA, then the customer is entitled to a service credit equal to the percentage identified in table 9.4.2.1 for the month in which the failure occurred.



RPO Service Credits

RPO missed by _ %	Service Credit % of pro-rata portion of Monthly Fee based on affected virtual machine(s) and/or Managed Physical Hosts
1%-49%	30% of the affected virtual machine(s) and/or hosts monthly subscription charges
50%-99%	40% of the affected virtual machine(s) and/or hosts monthly subscription charges
100% - 199%	60% of the affected virtual machine(s) and/or hosts monthly subscription charges
200% or more	100% of the affected virtual machine(s) and/or hosts monthly subscription charges

Recovery Time Objective SLA

Recovery Time Objectives apply to High Availability (Live) Virtual Machines and Dual Site Managed Physical Hosts with cold or warm standby servers, The RTO target time is 4 hours. Redcentric will endeavour to meet the RTO when and if it becomes necessary to fail over to the secondary Redcentric site. This is measured from the time of Redcentric’s acknowledgement that a site failover is required, until the virtual machine(s) and/or Managed Physical Standby Host(s) have started at the secondary site with the Operating System operational to the required running state.

Note: the RTO to fully recover the application to a consistent state may take longer and is dependent on the application. The responsibility for application recovery resides with the customer or their chosen 3rd party application management provider, If Redcentric fails to meet the RTO SLA for the aforementioned server types at the secondary site, then the customer is entitled to a service credit equal to the percentage identified in the table 9.4.3.1 for each month in which the failure occurred.

RTO Service Credits

RTO missed by _ %:	Service Credit % of pro-rata portion of Monthly Fee based on affected HA virtual machine(s) and Dual Site Managed Physical Host(s) with cold or warm standby
1% – 49%	30% of the affected virtual machine(s) and/or hosts monthly subscription charges
50% -99%	40% of the affected virtual machine(s) and/or hosts monthly subscription charges
100% - 199%	60% of the affected virtual machine(s) and/or hosts monthly subscription charges
200% or more	100% of the affected virtual machine(s) and/or hosts monthly subscription charges.



NOTE: The RTO service credit agreement applies for all services for which the customer has conducted a failover services test within the previous 6 months.

Service Credit Terms

Redcentric will pay service credits against failure to meet Server Availability SLA's or Recovery Time and/or Recovery Point Objectives but not both Server Availability SLA failures and RTO/RPO SLA failures in the same month.

Where both server availability and RTO/RPO SLA failures occur in the same month Redcentric will pay service credits against whichever SLA failure gives the higher monetary value in service credits.

Claims for service credits must be made within 60 days of the service restoration.

Service Credit Example:

P1 on Production HA Virtual Machines resulting in 8 minutes of downtime = 99.98% SLA

≥99.97% and <99.99% = 10% Service Credit (% of pro-rata portion of Monthly Fee based on affected machine(s))



Figures are indicative only.



Attachment 4 – Key Supplier Personnel and Key Sub-Contractors

- 1.1 The Parties agree that they will update this Attachment 4 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Effective Date for the purposes of the delivery of the Services.

Part A – Key Supplier Personnel

Key Supplier Personnel	Key Role(s)
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]



Crown
Commercial
Service

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
[REDACTED]	[REDACTED]	Protective Monitoring	2.4%	[REDACTED] The Supplier chose an external provider to provide security operations for [REDACTED] services to ensure clear segregation of duties and responsibilities.
[REDACTED]	[REDACTED]	Run-time Services	Less than 0.1%	[REDACTED] has experienced middleware personnel with the required SC and NPPVv3 clearances and provides 1st line support. The Supplier works extensively with [REDACTED] across both Public and Private Sector service offerings.
[REDACTED]	[REDACTED]	IT Health Check	Less than 0.1% when factored into total platform costs.	Penetration Testing and audit of Platform and Customer Environments The Supplier chose an external provider for [REDACTED] services to ensure clear segregation of duties and responsibilities.



[REDACTED]	[REDACTED]	Security Consultancy for Product Development and Platform compliance. Technical Architecture role on customer demand under SFIA.	Less than 0.1% when factored into total platform costs.	Penetration Testing and audit of Platform and Customer Environments The Supplier seeks external validation and guidance of critical security elements of the service.
[REDACTED]	[REDACTED]	Technical Project Management upon customer demand under SFIA rates.	Not applicable unless the customer requires significant changes.	Project Management Supplier of project management with extensive experience in the public sector with required clearances.



Attachment 5 – Software

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

1.2 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

1. The Supplier Software includes the following items:

1.1 The Supplier does not anticipate the Buyer supplying commercial software to deliver the service. Access to the Buyer's ServiceNow SaaS solution may necessitate additional subscriptions for Supplier users, but costs cannot be predicted.

1.2 The following software is included in the platform costs (no additional fees). The price of the Managed Operating System includes the provision of Anti-Virus and all of the agents listed below.

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry
██████████ ██████████ ██████████	██████████	Privileged Session Management	1 per buyer administrator	N/A	1 per buyer user accessing the secure estate	COTS	Perpetual license + annual maintenance subscription - factored into the Secure Access Laptop costs



██████████ ██████████	██████████	Server Admin and Patch management	1 per virtual machine provided to buyer	N/A	1 per virtual machine provided to buyer	COTS	Perpetual license + annual maintenance subscription
██████████ ██████████	██████████	Orchestration Workflows	1 per physical UCS server or blade	N/A	1 per physical UCS server or blade	COTS	Perpetual license + annual maintenance subscription
██████████ ██████████	██████████	Remote Operations	1 per physical UCS server or blade	N/A	1 per physical UCS server or blade	COTS	Perpetual license + annual maintenance subscription
██████████ ██████████ ██████████ ██████████	██████████	Systems Monitoring and Alerting	Unlimited	N/A	1 per monitored device	COTS	Perpetual license + annual maintenance subscription
██████████ ██████████ ██████████ ██████████	██████████	Anti-virus and Malware protection	1 per protected VM or physical server	N/A	1 per protected VM or physical server	COTS	Monthly subscription
██████████	██████████	Change, Request fulfilment portal	Unlimited	N/A	1 per SMAX instance (dual sites)	COTS	Perpetual license + annual maintenance subscription



Part B – Third Party Software

1. 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
None							

Attachment 6 – Financial Distress

1.2 The Parties agree to implement the reporting requirements as set out in Schedule 8 as a Deliverables as part of the Mobilisation Plan so that the Parties can understand how the data and reports can be implemented and provided to the Buyer.

For the purpose of Schedule 6 (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>
Redcentric Solutions Limited	Dun and Bradstreet – Credit Rating Level 2	

PART B – RATING AGENCIES

- [Rating Agency 1- Dun and Bradstreet]

Attachment 7 – Governance

PART B – LONG FORM GOVERNANCE

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

Service Contract Management Board (Contract Management Board)	
Buyer Members of Service Management Board (include details of chairperson)	<div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px;"></div>
Supplier Members of Service Management Board	<div style="background-color: black; width: 100%; height: 15px;"></div>
Start Date for Service Management Board meetings	One Calendar Month from the Effective Date
Frequency of Service Management Board meetings	Monthly
Location of Service Management Board meetings	Buyer or Supplier locations, as agreed between the Parties

Quarterly Service Review (Combined NAS Programme Board – one meeting deemed Annual Review)	
Buyer members of Programme Board (include details of chairperson)	<div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px;"></div>
Supplier members of Programme Board	<div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px;"></div>

Start date for Programme Board meetings	TBC
Frequency of Programme Board meetings	Minimum Quarterly
Location of Programme Board meetings	Buyer Location

Change Management Board (Weekly by Invitation to Buyer Change Board) (Output Combined within the Contract Management Board)	
Buyer Members of Change Management Board (include details of chairperson)	████████████████████ ████████████████████ ██ ████████████████████ ████████████████████
Supplier Members of Change Management Board	████████████████████
Start Date for Change Management Board meetings	As requested by the Buyer
Frequency of Change Management Board meetings	Quarterly or as required
Location of Change Management Board meetings	Buyer or Supplier locations as agreed between the Parties

Technical/Delivery Board (PPM) (Service Review Monthly Meeting)	
Buyer Members of Technical Board (include details of chairperson)	██
Supplier Members of Technical Board	██
Start Date for Technical Board meetings	One Calendar Month from Effective Date
Frequency of Technical Board meetings	Monthly or as required
Location of Technical Board meetings	Buyer or Supplier locations as agreed between the parties

Risk Management Board	
(Contained with the Contract Management Board and to be held if a where required as a separate meeting.)	
Buyer Members for Risk Management Board (include details of chairperson)	████████████████████ ████████████████████
Supplier Members for Risk Management Board	██████████
Start Date for Risk Management Board meetings	TBC
Frequency of Risk Management Board meetings	Quarterly or as requested
Location of Risk Management Board meetings	Buyer or Supplier locations as agreed between the Parties

Financial Reporting	
(Contained with the Contract Management Board and to be held if a where required as a separate meeting.)	
Buyer Members for Finance Management Board	██
Supplier Members for Finance Management Board	████████████████████
Start Date for Finance Management Board meetings	TBC
Frequency of Finance Management Board meetings	Quarterly
Location of Finance Management Board meetings	Supplier location

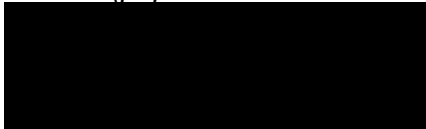
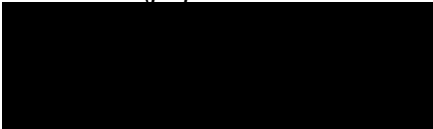


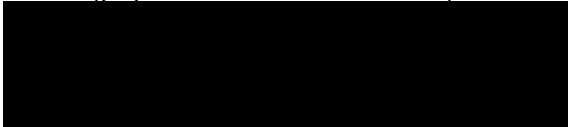
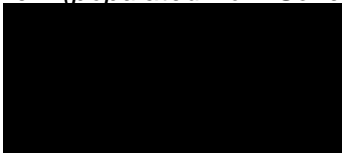
Attachment 8 – Schedule of Processing, Personal Data and Data Subjects



Attachment 10 – Transparency Reports

Title	Content	Format	Frequency
Key Sub-Contractors	Any Changes	PDF	Within 3 months of contract start and subsequently within 1 month of any material change
Charges	Monthly Charges as an Itemised Invoice	Microsoft Excel/PDF	Monthly
Technical	Monthly performance against Service Credits reported	Microsoft PowerPoint	Monthly
Performance Management	Monthly performance against Service Credits reported	Microsoft PowerPoint	Monthly
Social Value Reporting	Updates against the timed project plans, detailed with metrics which will be developed.	Microsoft PowerPoint	Quarterly
Financial Distress (Schedule 8)	Monitor and report on the Financial Indicators for each entity in the FDE Group against the Financial Target Thresholds	Excel Spreadsheet	Quarterly, and in any event, no less than once a year within 285 days after the Accounting Reference Date

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

- *Attachment 1 – Supplier Offering (Services Specification)*
- *Attachment 2 – Charges and Invoicing*
 - *(populated from Schedule 2 – NPDR 012)*
- *Attachment 3 – Service Levels and Service Credits*
- *Attachment 4 – Key Supplier Personnel and Key Sub-Contractors*
- *Attachment 5 – Software*
 - *(populated from Schedule 9 – NPDR 019)*
- *Attachment 6 – Financial Distress*
 - *(populated from Schedule 8 – NPDR 018)*
- *Attachment 7 - Governance*
 - *(populated from Schedule 7 – NPDR 017)*
- *Attachment 8 – Schedule of Processing, Personal Data and Data Subjects*
 - *(populated from NPDR 028)*
- *Attachment 9 – Transparency Reports*
 - *(populated from Schedule 6 – RM6100)*
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- Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses
 - *(populated from S2 – NPDR 022, S3 – NPDR 023, S5 - NPDR 024, S6 – NPDR 025, S7 – NPDR 026 and Clause C3 – NPDR 027)*

