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

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm6100>. 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**

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| **Contract Details** | |
| **Contract Reference:** | SR1579739469 |

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| --- | --- |
| **Contract Title:** | Provision of Legacy ICT & Migration Services |

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| **Contract Description:** | Fulfilment of the Legacy ICT Service provision. |

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| **Contract Anticipated Potential Value:** this should set out the total potential value of the Contract | £86,000,000 |
| The above value sets out the ‘Anticipated Potential Value’ of the contract. This does not represent a total committed spend. For the avoidance of doubt, any services that will be delivered as Change Requests and any Additional Services are anticipated and not committed. | |

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| **Estimated Year 1 Charges:** | £11,231,908 |

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| **Contract Signature Date:** this should be the date of the last signature on Section E of this Order Form |  |
| **Contract Start Date:** this is the date from which Additional Services may begin, as agreed between the Parties. Contract Management activities begin from this date | 31st March 2024 |
| **Service Commencement Date:** this is the date upon which Core Services begin | 1st June 2024 |

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| **Buyer details** |
| **Buyer organisation name**  His Majesty’s Revenue and Customs |

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| **Billing address**  Your organisation’s billing address - please ensure you include a postcode  100 Parliament Street, London, SW1A 2BQ |

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| **Buyer representative name**  The name of your point of contact for this Order  xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx |

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| **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.  xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx |

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| **Buyer Project Reference**  Please provide the customer project reference number.  SR1579739469 |

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| **Supplier details** |
| **Supplier name**  The supplier organisation name, as it appears in the Framework Agreement  Arvato Limited |

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| **Supplier address**  Supplier’s registered address  One Fleet Place, London EC4M 7WS |

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| **Supplier representative name**  The name of the Supplier point of contact for this Order  xxxxxxxxx |

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| **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.  xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx |

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| **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 - Arvato Ltd - Lot 3b - ICT Services – 001 |

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| **Guarantor details** |
| **Guarantor Company Name**  The guarantor organisation name  xxxxxxxxxxxxxxxxxxxxxxx |

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| **Guarantor Company Number**  Guarantor’s registered company number  xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx |

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| **Guarantor Registered Address**  Guarantor’s registered address  xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx |

**Section B**

**Part A – Framework Lot**

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| **Framework Lot under which this Order is being placed** | |
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN | ☐ |
| 1. TRANSITION & TRANSFORMATION | ☐ |
| 1. OPERATIONAL SERVICES |  |
| a: End User Services | ☐ |
| b: Operational Management | X |
| c: Technical Management | ☐ |
| d: Application and Data Management | ☐ |
| 1. SERVICE INTEGRATION AND MANAGEMENT | ☐ |

**Part B – The Services Requirement**

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

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| **Contract Period**   |  |  | | --- | --- | | **Lot** | **Maximum Term (including Initial Term and Extension Period) – Months (Years)** | | **~~2~~** | ~~36 (3)~~ | | **3** | 60 (5) | | **~~5~~** | ~~60 (5)~~ | | | |
| **Initial Term** Months  48 | **Extension Period (Optional)** Months  12 | |
| **Minimum Notice Period for exercise of Termination Without Cause**  365 calendar days | |  |

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| **Sites for the provision of the Services**  The Supplier shall provide the Services from the following Sites**:**  **Buyer Premises:**  Not Applicable  **Supplier Premises:**  5 Sandringham Park, Swansea Vale, Swansea SA7 0EA  **Third Party Premises:**  Not Applicable |

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| **Buyer Assets**  Not Applicable |

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| **Additional Standards**  *.*   * ISO 20000 and/or, ITil v4 * Prince 2 or Agile * Certified SAP Partner & Certified SAP and U4ERP resources * ISO 27001 (covering all systems in scope of this Contract) * ISO 22301 (is included in ISO27001) * ISO9001 * Cyber Essentials Plus * ISAE 3402 (this would typically be held by the Suppliers Cloud provider, for the Supplier to confirm this is in place) * ISO31000 and/or another industry recognised Risk Management Framework and/or Standard * GOV.UK (GDS) Service Standard <https://www.gov.uk/service-manual> * Compliance with National Cyber Security Centre (NCSC) Cyber Assessment Framework (CAF) Guidance <https://www.ncsc.gov.uk/collection/caf/cyber-assessment-framework> |

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| **Buyer Cyber Security Policy \***  xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx  Note: Additional policy documents as per the above zip folder will be periodically updated by the Buyer. |

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| **Buyer ICT Policy**  Not applicable – refer to Buyer Cyber Security Policy |

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| **Insurance**  Third Party Public Liability Insurance (£) - 10 million  Professional Indemnity Insurance (£) - 20 million  Employer’s liability insurance (£) - £5 million |

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| **Buyer Responsibilities**  The Buyer is to facilitate the provision of SAP software and support. The Buyer will be responsible for providing the appropriate licences and access to the required level of support to allow the Supplier to fulfil its obligations in relation to the Services, for the Contract Period. |

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| **Goods**  Not applicable |

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| **Governance – Option Part A or Part B**   |  |  | | --- | --- | | **Governance Schedule** | **Tick as applicable** | | Part A – Short Form Governance Schedule | N/A | | Part B – Long Form Governance Schedule | þ |   The Part selected above shall apply this Contract. |

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| **Change Control Procedure – Option Part A or Part B**     |  |  | | --- | --- | | **Change Control Schedule** | **Tick as applicable** | | Part A – Short Form Change Control Schedule | N/A | | Part B – Long Form Change Control Schedule | þ |   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 £15k; and * for the purpose of Paragraph 8.2.2, the figure shall be £50k * Additional Services: Impact Assessments (IAs) will not be chargeable to the Buyer where they relate to pre-agreed Additional Services (projects) required specifically for interfaces between the legacy IT system and new IT platforms. These IAs have been previously assessed and costed by the Supplier as small, medium or large (T-shirt sizing). |

**Section C**

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

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| **Additional Schedules and Clauses**  **Part A – Additional Schedules**   |  |  | | --- | --- | | **Additional Schedules** | **Tick as applicable** | | S1: Implementation Plan | þ | | S2: Testing Procedures | þ | | S3: Security Requirements (either Part A or Part B) | þPart B | | S4: Staff Transfer | þ | | S5: Benchmarking | þ | | S6: Business Continuity and Disaster Recovery | þ | | S7: Continuous Improvement | þ | | S8: Guarantee | þ | | S9: MOD Terms | N/A |   **Part B – Additional Clauses**   |  |  | | --- | --- | | **Additional Clauses** | **Tick as applicable** | | C1: Relevant Convictions | N/A | | C2: Security Measures | N/A | | C3: Collaboration Agreement | N/A |   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 | N/A | | Northern Ireland Law | N/A | | Joint Controller Clauses | N/A |   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**

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| **Additional Schedule S3 (Security Requirements)**  xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx |

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| **Additional Schedule S4 (Staff Transfer)**  LGPS pension funds not applicable |

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| **Additional Clause C1 (Relevant Convictions)**  Not Applicable |

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| **Additional Clause C3 (Collaboration Agreement)**  Not Applicable |

**Section D**

**Supplier Response**

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| **Commercially Sensitive information**  All pricing information submitted during the tender and negotiation process. Pricing workbook contained within this Order Form. |

**Section E**

**Contract Award**

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

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| **SIGNATURES** |

**For and on behalf of the Supplier**

|  |  |
| --- | --- |
| Name | **xxxxxxxxxxxxxxxxxxx** |
| Job role/title | **xxxxxxxxxxxxxxxxxxx** |
| Signature | **xxxxxxxxxxxxxxxxxxx** |
| Date |  |
| Name | **xxxxxxxxxxxxxxxxxxx** |
| Job role/title | **xxxxxxxxxxxxxxxxxxx** |
| Signature | **xxxxxxxxxxxxxxxxxxx** |
| Date |  |

**For and on behalf of the Buyer**

|  |  |
| --- | --- |
| Name | **xxxxxxxxxxxxxxxxxxx** |
| Job role/title | **xxxxxxxxxxxxxxxxxxx** |
| Signature | **xxxxxxxxxxxxxxxxxxx** |
| Date |  |

**Attachment 1 – Services Specification**

# Part A - Core Services

1. **IT Live Service – Overview** 
   1. The Following systems are in scope of the Core Services:
      1. SAP ECC6 and peripheral/supporting systems;
      2. U4ERP and peripheral/supporting systems;
      3. ERP Interfaces and VPN connections;
      4. Line of Business interfaces;
      5. Other peripheral systems required to deliver the operation such as, but not limited to, ticketing tools, telephony services, LAN/Wi-Fi services, IT development tools or other IT tools such as release management software;
      6. Internal interfaces or interfaces between systems;
      7. IT management services or jobs that run to perform the service;
      8. Reports or Management Information services that are currently performed by the IT team; and
      9. Any other IT system-based service that the Supplier is aware of that is required for continuity of service.
2. **IT Live Service - Supplier Obligations** 
   1. The Supplier shall:
      1. ensure that the ERP and service is ready and able to receive or transmit data via interface as per schedule;
      2. will host SAP (ECC6) and Unit 4 ERP (U4ERP) in an AWS platform that has been deployed in a multi-account strategy, with environments across non-production, pre- production and production;
      3. will ensure AWS 24x7x365 monitoring is in place with Cloud watch, Cloud Trail and Guard duty with an effective backup and recovery solution. Full resiliency is to be in place based on availability zones;
      4. work with the Buyer to review the established regular data backups, business continuity disaster recovery plans and update to reflect the revised scope of service and to meet with the need of the Buyer. This will minimise downtime and data loss in the event of a system failure or other catastrophic events; and
      5. ensure the SAP platform is predominantly supported by the SAP product set for ERP, SRM, CRM, BI and Portal with U4ERP supported by various enabling technologies outside of the core ERP product. Both applications shall be accessed via a single sign on portal solution.

## ERP Service – Support

* 1. The Supplier will ensure the Services are available, secure and performant via the following key tasks:
     1. reviewing and resolving service tickets raised by customer base and BPO;
     2. performing system daily checks for all systems to ensure system availability;
     3. performing interface daily checks to ensure completion of data transfers as per agreed schedules;
     4. performing checks on scheduled background batch processing to ensure processing and updating of HR and Financial data;
     5. performing daily checks to ensure accurate management information is available in the reporting system;
     6. supporting Incident and problem management in line with ITIL processes; and
     7. the management of ERP roles as per the role management and segregation of duties strategy.

## ERP Service – Development

* 1. The Supplier will provide an ERP Development service that provides a controlled and structured capability to ensure that Buyer services can be patched, updated and changed with full consideration of the impact on users, availability and security. This will include:
     1. the appropriate supplier management and direction of the Supplier’s supply chain;
     2. application patching in line with legislation and security;
     3. support to the solution design of Change Requests;
     4. 3rd line support for application technical/process issues;
     5. upgrades by system or application which are delivered via the Change Control procedure; and
     6. Maintenance of application roadmap and desktop specification via the Change Control Procedure.

## IT Service Support to Critical Business Functions

* 1. The Supplier’s architecture shall be robust and resilient with both failover and a regularly tested BC / DR plan. A proactive and reactive support regime shall be in place to ensure the achievement of Service Levels including daily checks of all applications with 24/7 alerting and monitoring to identifying issues.
  2. The Supplier shall operate a clear and agreed schedule of recognised business critical tasks so that:
     1. tasks are undertaken with a tolerance for delay – therefore not close to the deadline to give opportunity to resolve any challenge;
     2. the Supplier shall undertake specific pro-active reviews and checks to ensure that the system is available to complete the tasks;
     3. Service incidents which relate to a critical business function are automatically allocated the highest priority rating (P1); and
     4. the Supplier shall be positioned to respond quickly to such service incidents.
  3. During the mobilisation project the Buyer and Supplier will produce a schedule of critical business activities which will ensure mutual understanding of tasks, process steps and daily schedules. This will support the appropriate delivery planning and schedule of the Buyer and Supplier.
  4. The template to support the schedule of critical business activities in clause 5.3 will include:
     1. critical business activity description;
     2. operating instruction reference
     3. frequency
     4. impact of any delay and/or failure of a critical business function;
     5. timeline to execute steps; and
     6. actions in the event of critical business activity incident:
        1. the Supplier identifying issue and reporting to the Buyer; and/or
        2. the Buyer identifying issue and reporting to the Supplier.

1. **Severity Levels and Resolution targets**

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| **Level** | **Description** | **Resolution target** |
| (P1) Severity Level 1 - Critical | * has a critical impact on the ability of the relevant recipient, or a critical part of the recipient's organisation, to carry out its statutory obligations; * causes major disruption to the recipient, or a critical part of the recipient's organisation; * results in loss or corruption of any customer data; and/or * represents a major system or component failure malfunction with critical impact on the recipient's ability to operate entire business processes and operation and no workaround or manual process is available. | 4 Core Hours |
| (P2) Severity Level 2 - High | * has a major (but not critical) adverse impact on the activities of the recipient and no workaround is available; * causes disruption to the recipient which is more than trivial but less severe than the significant disruption described for a Severity Level 1 service request; | 8 core hours |
| (P3) Severity Level 3 - Medium/High | * prevents one (1) or more end users working and where no workaround exists or where the workaround causes significant disruption to their ability to use a service; * has a major adverse impact on the activities of the recipient which can be reduced to a moderate adverse impact due to the availability of a workaround; * has a moderate adverse impact on the activities of the recipient; * causes a loss of resilience in service to the recipient; and/or * represents a service or system failure malfunction which does not have an impact on the recipient’s ability to operate significant business processes or operation sand workarounds or manual processes are available. | 12 core hours |
| (P4) Severity Level 4 - Medium | * causes a minor adverse impact on the provision of the service to end users; and/or * represents a service or system failure causing virtually no adverse impact on recipient’s ability to operate significant business processes or operations and workarounds or manual processes are available | 4 Working Days |
| (P5) Severity Level 5 - Low | * Non-critical incident or service request | 7 Working Days |

Note: core hours are 8am – 6pm on any Working Day.

## Problem Management

* 1. The Supplier will be responsible for managing the end to end lifecycle of all problems that occur within applications or infrastructure under the Services.
  2. The Supplier will work with 3rd party providers (where appropriate) to ascertain root cause and to provide and deploy resolution or interim workaround as defined in the problem management process.
  3. The Supplier will assess individual service incidents to identify any underlying cause on the base that resolving the root cause will prevent repeat incidents.
  4. The Supplier will work with the Buyer to establish approval and scheduling of any fixes or workarounds in line with timescales defined in the appropriate SLA.
  5. The intent for the Services is to reasonably minimise the time taken to assess, confirm and resolve the problem based upon the agreed prioritisation.

## Infrastructure Services

* 1. The Supplier Infrastructure Service will support:
     1. cloud hosted infrastructure through management of and liaison with partner organisations;
     2. capacity Management of service to maintain availability and performance obligations;
     3. a patching policy in line with best practice;
     4. quarterly network scans; and
     5. infrastructure support for hosted systems.

## Technology Landscape

The technology within the scope of the Service is:

|  |  |
| --- | --- |
| **SAP** | **U4ERP** |
| ECC6 EHP 8 SPS 19 | Milestone 7 Update 9 |
| SAP BW 750 SPS 19 | SQL Server 2016 SP3 (13.0.7016.1) |
| CRM 7.0 EHP 4 SPS 19 |  |
| SRM 7.0 EHP 4 SPS 19 |  |
| SAP FIORI FRONT-END SERVER 6.0 SP 07 |  |
| SAP Portal NETWEAVER v7.5 SP25 |  |
| SAP PO NETWEAVER v7.5 SP25 |  |

## Upgrade and Update

* 1. The Supplier will provide Services to maintain and patch in-scope software which will include the deployment of software vendor updates.
  2. Upgrade activity is not included as part of the Service but will be assessed, contracted and delivered via the Change Control Procedure.

## IT Service Desk

* 1. The Supplier will deliver a service desk to provide 1st line support and act as the triage function between the customer base and the ICT ERP Application Support and Development specialists. The service desk will receive contacts from the BPO Service desk rather than direct from customers.
  2. The IT service desk will:
     1. operate 08:00 – 18:00 on Working Days;
     2. provide (as specified) management reports on incidents and problems;
     3. identify any common challenges or concerns;
     4. identify opportunities for continuous improvement; and
     5. identify recurring incidents from trend analysis.

## Information Security and Assurance

* 1. The Supplier shall ensure the confidentiality, integrity and availability of information stored and processed on behalf of the Buyer by operating a full Information Security Management System (ISMS).
  2. The Supplier shall:
     1. provide an Information Security Management System and Security Management plan;
     2. operate a risk methodology using HMG standards and principles to maintain authority to operate live service based on the agreed risk appetite;
     3. regularly review and assess Information Security risks and ensure that they are addressed by a combination of technical, procedural and physical controls;
     4. oversee regular internal and external IT health checks and manage the implementation of any required or advised remediation activities;
     5. carry out regular planned internal audits on processes and controls;
     6. review Change Requests to understand their potential impact on data confidentiality;
     7. ensure all Supplier employees undertake a number of compulsory annual information security and assurance related training courses;
     8. review any process failures or concerns which may result in security breaches;
     9. provide feedback, guidance and training where process failures have occurred; and
     10. review the processes with their respective owners to consider whether improvements can be made.
  3. The Buyer shall:
     1. provide sponsorship and progress all SC clearance requirements in relation to the Services; and
     2. clearly articulate any security policies that the Supplier is required to adhere to.

1. **Release Management**
   1. The Supplier shall maintain a schedule of planned releases and scope the content of those releases to ensure efficient delivery of Change through the environment by:
      1. ensuring that individual Change components are tested prior to release through the landscape and ultimately into the production environment, and that the progression of those individual components is approved and controlled;
      2. understanding the process and time required to progress change through the landscape to the production environment and testing that process to ensure it is successful and repeatable;
      3. reporting on key aspects of system data before and after release of change through the landscape to ensure the integrity of customer data;
      4. liaising with the Buyer to understand and agree key timings for Change progression, and to coordinate their involvement with reporting and validation activities;
      5. providing management of updates and upgrades as well as all technical Change (including SaaS products); and
      6. Issuing notifications from SaaS suppliers and providing an update to the business on how the notification will impact the business.
2. **Test Management**
   1. The Supplier will deliver a test service in-keeping with the Test Management Strategy.
   2. When delivering Changes to the platforms the Supplier will:
      1. design test scope (unit, integration, user acceptance and regression);
      2. create and maintain test scripts;
      3. produce a test schedule;
      4. carry out test management, coordination and reporting;
      5. provide defect management;
      6. provide reporting and statistics;
      7. facilitate customer liaison; and
      8. facilitate daily triage and update calls during test phases.

## IT Service Management

* 1. The Supplier shall:
     1. operate a full IT Service Management System (ITSMS) which is ITIL based and ISO 20000 certified. The ITSMS will ensure a robust and thoroughly documented process for all IT functions, which in turn ensures repeatable, successful outcomes for all processes;
     2. manage the performance of third-party software and infrastructure management suppliers, working closely with them to review and improve the products and services they provide;
     3. ensure that the processes which make up the ITSMS are monitored, maintained and improved;
     4. Conduct regular internal compliance checks to ensure that operations are carried out in accordance with the ITSMS processes; and
     5. manage the commercial relationship, and carry out frequent service management reviews, with third-party and SaaS suppliers.

## User Connectivity Services

* 1. The Buyer’s users will access the Supplier’s AWS Cloud hosted platform/applications utilising a Buyer issued laptop via a secure VPN.
  2. The Buyer shall :
     1. implement a secure VPN connection to the Supplier AWS hosted network from the Buyer network;
     2. monitor the status/health of the secure VPN;
     3. provide laptops to Buyer employees to access the Buyer’s in-house systems and services;
     4. provide laptops which will connect to the Arvato AWS Cloud hosted platform/ applications via a secure VPN;
     5. be responsible for allocating and retrieving Buyer laptops in line with their Joiners/Movers/Leavers (JML) process;
     6. notify the Supplier of JMLs to allow application access to be updated; and
     7. ensure all connectivity and access is aligned and compliant with the Buyers security and architecture governance and standards.
  3. The Supplier shall:
     1. allocate, change and remove access to the applications in line with the Supplier role process and direction under the Buyer JML process;
     2. provide a Wi-Fi connection and allocate access as directed by the Buyer;
     3. support implementation of the VPN connection from the Buyer network to the Supplier network; and
     4. support, along with third party Subcontractors, troubleshooting of issues with the VPN.

## User Connectivity Alternative Arrangements

* 1. Alternative option 1:
     1. The Buyer is also considering an alternative option for User Connectivity Services. This option is an AWS Workspace managed by the Supplier. This potential option requires further consideration by the Buyer post contract signature.
     2. The Supplier and Buyer will work collaboratively to develop and establish the feasibility, design, plan and implementation of the solution (including alignment to governance and security requirements for both Supplier and Buyer).
     3. The Supplier will plan for the necessary adjustments to email addresses, Active Directory and LAN access to segregate the Buyer end-users within the Supplier network.
     4. The Supplier will provide connectivity via the AWS Workplace virtual desktop solution for the Buyer office and home-based users to access.
     5. The preferred option for User Connectivity Services will be confirmed by the Buyer ahead of the Contract Start Date, with sufficient time allowed to develop the option. It is anticipated that this decision will be made approximately December 2023.
     6. The Supplier commits to exploring this option further with the Buyer.
     7. Enactment of utilising this option will be subject to the Change Control Procedure at the Buyer’s sole discretion.
  2. Alternative option 2:
     1. Should the Buyer-preferred option of a secure VPN or alternative option 1 be unachievable by the Service Commencement Date, the Supplier will provide contingency arrangements to ensure service continuity.
     2. The Supplier will make available the current list of laptops for use by the Buyer end users, for an agreed period, to ensure Service continuity.
     3. The Supplier will plan for the necessary adjustments to email addresses, Active Directory and LAN access to segregate the Buyer end-users within the Supplier network.
     4. The Supplier will provide connectivity via the legacy secure VPN connections for the Buyer office and home-based users.
     5. Enactment of the contingency arrangements will be subject to the Change Control Procedure.
     6. For the avoidance of doubt the Supplier has committed to applying the connectivity contingency arrangements as of the Service Commencement Date, at the Buyer’s request. The Supplier shall not withhold the Buyer’s request to invoke the contingency arrangements.
  3. The provision of access via any method including via VPN/Virtual Desktop, the technologies, security and governance must adhere to the Buyer’s CDIO Security & Governance to ensure connectivity meets the Buyer’s standards.

# Continuous Improvement

* 1. The Supplier will provide a commitment to operate a transparent, regular and focused Continuous Improvement regime which will identify new or potential improvements to the provision of the Services with a view to reducing costs and Charges as well as improving the quality and efficiency of the Services.
  2. Continuous Improvement obligations will be provided in line with the continuous improvement structure in accordance with Additional Schedule S7.

## Live Service Change Control and Project Delivery

* 1. The Supplier will facilitate and control a Change Control Procedure to receive and assess IT live service requests and deliver them to Service in line with Schedule 5 – Change Control Procedure.
  2. The Supplier’s Change Control Procedure and project delivery process will:
     1. operate a Change Control Procedure to receive Change Requests to the IT live service, assess those requests and facilitate Buyer approval;
     2. provide Impact Assessments to Change Control Requests consisting of technical solution, proposal to test and release the Change to customers. Any implementation risks or dependencies shall be noted. IAs will include a price where appropriate;
     3. provide end-to-end project management for scheduled releases;
     4. manage major changes to BAU systems, such as upgrading of ERP platforms and supporting components; and
     5. retain a change control function to deliver responses capable of acceptance with respect to customer Change Requests that have a technology component.
  3. The Buyer will:
     1. make available a Customer Product Lead to assist the solutioning and drafting of appropriate elements of Impact Assessments; and
     2. maintain and communicate to the Supplier a forecast of Change requirements over a 12-month rolling period.
  4. Both Parties have agreed their intent to ensure there are no in-flight projects which are commenced within the legacy contract (DfT and the Supplier) and which require completion via the Contract. Exit planning from that legacy contract will see DfT implement a change freeze and produce a pipeline of projects or services which are required upon the Contract Start Date.
  5. Both Parties recognise the risk of a change or project which must commence delivery within the legacy contract and be completed within the Contract. Design, scheduling, commercialisation, and delivery of such a Change or project will be managed openly, transparently and as an exception by both Parties.

1. **Supplier Environmental and Social value policies**

The environmental and social value obligations and commitments outlined in the embedded documents below shall apply to the Supplier’s provision of Services under the Contract.

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## Part B - Additional Services

## Additional Services – Cost Model

* 1. Both parties have agreed that a T-shirt sizing mechanism will be sufficient to provide a cost model as at the Contract Signature Date for the Additional Services outlined in the Order Form.
  2. The scales utilised are as follows:
     1. small – 0 to 10 Working Days of effort
     2. medium – 11 to 21 Working Days of effort
     3. large – 21 or more Working Days of effort
  3. The areas assessed are as follows:
     1. technical configuration
     2. technical testing
     3. functional configuration
     4. functional testing
  4. Deviations from this mechanism will be catered for through the Change Management Procedure.
  5. The Additional Services will be delivered in alignment with the phased requirements of the Buyer whereby the completion of a phase will be regarded as a Milestone.
  6. The completion of the Milestones will be measured through stage boundaries (stage gates) based upon pre-determined criteria, whereby the Supplier and Buyer will agree successful completion of the activities in that phase.
  7. The Buyer will then issue a Milestone Achievement Certificate (MAC), which will then enable the Supplier to invoice the Buyer for the Services delivered in the Milestone on the pre-agreed Time and Materials (T&M) or Milestone Payment basis.

# Temporary Transition Architecture

* 1. Temporary transition architecture is required to ensure business continuity (e.g., payroll) Services will be introduced prior to finance services, therefore an interface will be required between the new payroll service and the legacy ECC6 and Agresso solutions.
  2. The Supplier will work collaboratively with the Buyer to scope, design, build, deploy and maintain the required architecture during the migration and transition windows defined by the Buyer.
  3. Multiple interfaces will be required to support the Buyer’s transition approach and the Supplier has utilised a 3-tier scale across 4 assessment areas for each interface to determine the Rough Order of Magnitude (RoM).
  4. The following table provides the list of interfaces and the evaluation based on the above parameters. Detailed requirements, design and planning will accurately determine the effort required.

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **SI No** | **RICEFW ID** | **RICEFW Description** | **Business Process**  **Area** | **Source System** | **Target System** | **Technical Configuration** | **Technical Testing** | **Functional Configuration** | **Functional Testing** | **Overall Sizing** | **Estimated Cost Min** | **Estimated Cost Max** |
| 12 | HR-I-008 | Cost Center replication from ECC(2) to SF EC | HR | ECC(2) | SF EC | Medium = 11-20 days | Medium = 11-20 days | Small = 0-10 days | Small = 0-10 days | Medium | xxxxx | xxxxx |
| 13 | HR-I-037 | Basic employee mini master from SF EC to ECC(2) | HR | SF EC | ECC(2) | Medium = 11-20 days | Medium = 11-20 days | Medium = 11-20 days | Medium = 11-20 days | Medium | xxxxx | xxxxx |
| 30 | FI-I-021 | Bank Key interface to ECC(2) (Assuming current  process is manual) | Finance | File  Provide | ECC(2) | Medium = 11-20 days | Medium = 11-20 days | Small = 0-10 days | Small = 0-10 days | Medium | xxxxx | xxxxx |
| 46 | HR-I-018 | Payroll data integration (NI,tax, etc) from Concur to HR  (Payroll) + Expenses (Window 1) | Finance | Concur | ECC(2) | Medium = 11-20 days | Medium = 11-20 days | Small = 0-10 days | Medium = 11-20 days | Medium | xxxxx | xxxxx |
| 47 | HR-I-020 | Cost Center objects to Concur (x2) | Finance | ECC(2) | Concur | N/A | N/A | N/A | Small = 0-10 days | Small | xxxxx | xxxxx |
| 49 | HR-I-022 | Cash Advance approvers to Concur (x2) | Finance | ECC(2) | Concur | Small = 0-10 days | Medium = 11-20 days | N/A | Small = 0-10 days | Small | xxxxx | xxxxx |
| 50 | HR-I-023 | Expense Claim Payments from Concur to ECC (x2) | Finance | Concur | ECC(2) | Small = 0-10 days | Small = 0-10 days | N/A | Small = 0-10 days | Small | Xxxxx | xxxxx |
| 78 | HR-I-036 | ECP Posting to ECC(x2) (Financial Postings to ECC) | Finance | SF ECP | ECC(2) | Medium = 11-20 days | Medium = 11-20 days | Small = 0-10 days | Medium = 11-20 days | Medium | xxxxx | xxxxx |
| 82 | HR-I-030 | Hire Data to ECC Payroll (SF to ECC -2) | HR | SF EC | ECC(2) | Medium = 11-20 days | Medium = 11-20 days | Medium = 11-20 days | Small = 0-10 days | Medium | xxxxx | xxxxx |
| 88 |  | Integration with reporting systems (BW-existing, etc) | HR | SF EC | Existing reporting  systems | Small = 0-10 days | Small = 0-10 days | Small = 0-10 days | Large = 21 days + | Medium | xxxxx | xxxxx |
| 90 |  | Integration with reporting systems (BW-existing, etc) | HR | SF ECP | Existing reporting  systems | Medium = 11-20 days | Medium = 11-20 days | Medium = 11-20 days | Large = 21 days + | Large | xxxxx | xxxxx |
| ARV1 | ARV1 | Technical connectivity from Concur to ECC | Finance | ECC(2) | Concur | Medium = 11-20 days | Medium = 11-20 days | N/A | N/A | Small | xxxxx | xxxxx |
| ARV2 | ARV2 | Payroll data integration (NI,tax, etc) from Concur to HR  (Payroll) (Window 2) | Finance  & HR | Concur | ECP | Small = 0-10 days | Small = 0-10 days | Small = 0-10 days | Medium = 11-20 days | Medium | xxxxx | xxxxx |
| ARV3 | ARV3 | Payslips/P60's from ECC to EC | HR | ECC(2) | SF EC | Medium = 11-20 days | Medium = 11-20 days | Small = 0-10 days | Medium = 11-20 days | Medium | xxxxx | xxxxx |
| ARV4 | ARV4 | Cost & Profit Centers from ECC to ECP | HR | ECC(2) | SF ECP | Medium = 11-20 days | Medium = 11-20 days | N/A | Small = 0-10 days | Medium | xxxxx | xxxxx |
| ARV5 | ARV5 | Bank Keys from ECC to ECP | HR | ECC(2) | SF ECP | Small = 0-10 days | Small = 0-10 days | Small = 0-10 days | Small = 0-10 days | Small | xxxxx | xxxxx |
| ARV6 | ARV6 | BACS file transfer (Paygate for DfT) | HR | SF ECP | ECC(2) | Medium = 11-20 days | Medium = 11-20 days | Small = 0-10 days | Small = 0-10 days | Medium | xxxxx | xxxxx |
| 7 | ARV7 | ECC to Concur HR Employee Data | HR | ECC(2) | Concur | N/A | N/A | N/A | Small = 0-10 days | Small | xxxxx | xxxxx |
| ARV8 | ARV8 | Integration with reporting systems (BW-existing, RFC) | HR | T&A | Existing reporting  systems | Large = 21 days + | Large = 21 days + | Large = 21 days + | Large = 21 days + | Large | xxxxx | xxxxx |
| ARV9 | ARV9 | Integration with reporting systems (BW-RFC) | HR | Concur | Existing reporting  systems | Medium = 11-20 days | Small = 0-10 days | Small = 0-10 days | Medium = 11-20 days | Medium | xxxxx | xxxxx |
| 48 | HR-I-020 | Cost Center approvers objects to Concur (x2) | Finance | ECC(2) | Concur | N/A | N/A | N/A | N/A | n/a | xxxxx | xxxxx |
| 89 |  | Integration with reporting systems (BW-existing, etc) | HR | SF  Talent | Existing reporting  systems | N/A | N/A | N/A | N/A | n/a | xxxxx | xxxxx |

Key:

Item from original list

New item identified by Arvato

Item from original list not required

* 1. Requirements for this project defined by the Buyer will be designed, planned and costed and managed through the Change Management Procedure.

# Service Decommissioning.

* 1. Decommissioning activities are defined as the controlled shutdown of all live systems together with secure destruction of all data excluding archiving requirements.
  2. Requirements for this project, defined by the Buyer, will be designed, planned and costed and managed through the Change Management Procedure.
  3. The legacy solution is to be decommissioned immediately following the completion of the final migration window (MCA Hypercare as of Contract Signature Date).
  4. The Supplier will collaborate closely with the Buyer through the decommissioning process and recognises that support will be required to ensure that legacy cessation is controlled and effective.

# Service Cessation and Ongoing Access

* 1. At an agreed point in the Service Migration activity, when the new service has gone live, the existing Services shall be ceased.
  2. Service cessation of the existing Services will be performed by the Supplier such that data and process integrity can be maintained, and the end user is no longer able to create a new transaction in the current systems.
  3. The Supplier will provide ongoing access to the current systems after service migration. This access is anticipated to be a read only format and or access for relevant approved individuals to perform activities associated with the technical service delivery requirements.
  4. Ongoing access requirements and timeframes will be agreed at the time with the Buyer so that:
     1. the Buyer can perform its required tasks in the post hypercare phase;
     2. the Supplier can perform any required archiving tasks as part of the decommissioning plan; and
     3. other stakeholders such as audit functions have concluded their tasks and have approved that access can be removed.
  5. It is recognised that there may be other roles that need access to the ceased service which will be agreed.
  6. The Supplier recognises that Service cessation and ongoing access requirements may differ for each system, but a standardised and core approach will support the Buyer, Supplier and users.

**Annex A - Organisational Structure -** **Service Delivery Structure**

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## Annex B - Organisational Structure – Supplier Programme Delivery Team

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# Annex C – IT Architecture Diagram – SAP ECC6

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## Annex D - IT Architecture Diagram – U4ERP

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## Annex E - Lists of ERP Interfaces and VPN Connections

**HTTPS / HTML**

**HTTPS / Web**

**Services**

**al)**

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**e (S**

## Annex F - Customer Line of Business Interfaces

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**Attachment 2 – Charges and Invoicing**

**Part A – Milestone Payments and Delay Payments**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **#** | Milestone  *Description of milestone* | Milestone Payment (£) | Average daily Milestone charge  *Milestone Payment amount divided by estimated number of Working Days for achievement of Milestone* | Milestone activity start date  *where relevant, reflect the date within the Outline Implementation Plan* | Milestone Date  *where relevant, reflect the date within the Outline Implementation Plan* | Estimated number of Working Days for achievement of Milestone  *Number of Working Days from Milestone activity Start Date to Milestone Delivery Date* | Delay Deduction Period begins \*  *Milestone Date + maximum 20% grace period based upon estimated number of Working Days for achievement of Milestone* | Delay Payment Rate (per Milestone per day)  *Populate amount by calculating Average daily Milestone charge \* 50%* | Delay Deduction Period Cap  *Populate Delay deduction cap as 40% of Milestone Payment amount* |
| M1 | Mobilisation go-live | xxxxxxxxx | Xxxxxxxxx | 01/01/2024 | 01/06/2024 | 105 | 20 days | xxxxxxxxx | xxxxxxxxx |
| M2 | Mobilisation Business Hypercare | Xxxxxxxxx | xxxxxxxxx | 01/06/2024 | 28/06/2024 | 20 | 4 days | xxxxxxxxx | xxxxxxxxx |
| M3 | Mobilisation Technical Hypercare | Xxxxxxxxx | xxxxxxxxx | 28/06/2024 | 30/08/2024 | 44 | 8 days | xxxxxxxxx | xxxxxxxxx |

Notes:

* \* Grace periods to be discussed and agreed on a per project basis with maximum 20% limit.
* The Supplier recognises and supports the request to put in place Milestone and Delay Payment Rates as a mechanism to drive and support delivery by both Parties.
* The Milestones and Delay Payment Rates populated in the Part A table are in relation to the Outline Implementation Plan for the mobilisation project only.
* Both Parties recognise that the Milestones, Milestone Payments and Delay Payment Rates are subject to Milestone Certificate Planning which will articulate clearly the obligations and dependencies of both Parties.

**Part B – Service Charges**

**Core Service Charges**

Note that Charges in Year 1 (31 March 2024 to 30 March 2025) appear to be lower than following Contract Years. This is due to the Core Services commencing on 1st June 2024 therefore there are only Charges for Core Services for 10 months of that Contract Year.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Service line** | **Assumption** | **Fixed, variable or firm** | **Year 1**  **31 March 2024 – 30 March 2025** | **Year 2**  **31 March 2025 – 30 March 2026** | **Year 3**  **31 March 2026 – 30 March 2027** | **Year 4**  **31 March 2027 – 30 March 2028** | **Year 5**  **31 March 2028 – 30 March 2029** |
| Professional Services – end user service | 1, 16, | Fixed | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | xxxxxxxxx |
| Software- Agresso Solution | 17 | Firm | Xxxxxxxxx | xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | xxxxxxxxx |
| Professional services – Management Overhead | 18 | Fixed | xxxxxxxxx | xxxxxxxxx | xxxxxxxxx | xxxxxxxxx | xxxxxxxxx |
| Professional service – Service Desk | 19 | Fixed | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | xxxxxxxxx |
| Third party services – AWS service charge | 20 | Variable | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | xxxxxxxxx |
| Third party Service – AWS support | 21 | Firm | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | xxxxxxxxx |
| Third party service – other IT support costs | 22 | Firm | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | xxxxxxxxx |
| Hardware - Network | 23 | Fixed | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | xxxxxxxxx |
| Facilities – Building Lease | 4, 24 | Fixed | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | xxxxxxxxx |
| Hardware – Supplier End user devices | 2, 25 | Fixed | Xxxxxxxxx | xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | xxxxxxxxx |
| Professional Services – Parent Company Guarantee | 5, 26 | Fixed | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | xxxxxxxxx |
| Professional Services -Operating costs (Misc) | 27 | Fixed | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | xxxxxxxxx |
| Indexation | 28 | Variable | Xxxxxxxxx | xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | xxxxxxxxx |
| BPO Connectivity | 3 | N/A | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | xxxxxxxxx |
| Professional Services – Cost Challenge | 14 | N/A | £0 | -£208,333 | -£666,667 | -£1,166,667 | -£1,250,000 |
| **Total** |  |  | xxxxxxxxx | xxxxxxxxx | xxxxxxxxx | xxxxxxxxx | xxxxxxxxx |

**Additional Service Charges**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Service Line** | **Assumption** | **Fixed,**  **variable or firm** | **Year 1**  **31 March 2024 – 30 March 2025** | **Year 2**  **31 March 2025 – 30 March 2026** | **Year 3**  **31 March 2026 – 30 March 2027** | **Year 4**  **31 March 2027 – 30 March 2028** | **Year 5**  **31 March 2028 – 30 March 2029** |
| Transition Architecture – Temp interfaces \*\* | 6, 9 | Variable | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | xxxxxxxxx |
| Service Migration (mobilisation) \* |  | Fixed | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | xxxxxxxxx |
| Service Decommissioning – estimate \*\* | 7 | Variable | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | xxxxxxxxx |
| Legacy remediation – data Migration\*\* | 8 | Variable | xxxxxxxxx | xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | xxxxxxxxx |
| **Total** |  |  | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | xxxxxxxxx |

Notes:

\* Milestone Payments for service migration (mobilisation) is set out in Part A (Milestone Payments and Delay Payments) of this Order Form.

\*\*Transition interfaces, service decommissioning and legacy remediation services are high level estimates pending provision of business requirement from the Buyer. The Supplier will take the same Milestone approach to the Additional Services outlined in this Order Form as agreed but requirements and planning for the related projects do not position that proposal as of the Contract Signature Date.

**Total Charges**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **Year 1**  **31 March 2024 – 30 March 2025** | **Year 2**  **31 March 2025 – 30 March 2026** | **Year 3**  **31 March 2026 – 30 March 2027** | **Year 4**  **31 March 2027 – 30 March 2028** | **Year 5**  **31 March 2028 – 30 March 2029** |
| Core Services | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | xxxxxxxxx |
| Additional Services | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | xxxxxxxxx |
| **Total** | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | Xxxxxxxxx | xxxxxxxxx |

|  |  |  |
| --- | --- | --- |
|  | **Initial Period (48 Months) Total** | **Inc. Extension Period (60 months)**  **Total** |
| Core Services | Xxxxxxxxx | xxxxxxxxx |
| Additional Services | Xxxxxxxxx | xxxxxxxxx |
| **Total** | Xxxxxxxxx | xxxxxxxxx |

**Pricing Assumptions**

|  |  |
| --- | --- |
| 1 | AWS Cloud engineering included in service delivery scope and Charges |
| 2 | Depreciation cost noted for Supplier end user devices |
| 3 | Solution and cost for HMRC BPO connectivity - VPN option confirmed as zero cost to Buyer |
| 4 | Assumed building cost included - subject to further discussion. Building lease to be transferred to Crown as per existing contract. The anticipated cost to lease part of the building has been included as a recharge to support budgeting pending negotiations. |
| 5 | xxxxxxxxx |
| 6 | Transition architecture - to be addressed via the Change Process subject to Buyer requirements. The Supplier has estimated lower and upper charges and expects to fulfil the requirements within those estimates. If actual charges are forecast to differ the Supplier would be required to document and explain why and obtain Buyer approval. |
| 7 | Service decommissioning - to be addressed via the Change Control procedure subject to Buyer requirements. The Supplier has proposed the team and skillsets with corresponding Supplier Personnel Rate Card Charges which the Supplier estimates to be required to fulfil the business need. |
| 8 | Legacy remediation - to be addressed via the Change Process subject to Buyer requirements, plan and data strategy. The Supplier has proposed the team and skill sets with corresponding Supplier Personnel Rate Card Charges which the Supplier estimates to be required to fulfil the business need. |
| 9 | Margin to be assessed upon confirmation of requirement and delivery model (employee, partner, contingent labour) but will be recharged via the Supplier Personnel Rate Card |
| 10 | xxxxxxxxx |
| 11 | Column M (on embedded pricing model) shows the mark up against the Supplier's costs. |
| 12 | The Supplier anticipates signing the Contract in November 2024, the Contract commencing on 31st March 2024 with a Service Commencement Date of 1st June 2024. |
| 13 | The Supplier will not be liable for any staffing related costs resulting from Buyer decisions, such as the migration to new platforms. It is assumed that TUPE will apply. |
| 14 | Cost Challenge: The Supplier has modelled a reduction in Charges which will be achieved via Continuous Improvement, service efficiencies and investments (funded by the Supplier, Buyer or mutual) and progressed via the Continuous Improvement Plan. |
| 15 | The Supplier has proposed a mechanic which the Buyer would invoke to direct the Supplier to remove ERP support and development staff, and costs, from the platform as the Buyer executes the migration plan to S4H. Reductions in End User Service Charges may be possible but cannot be scheduled as of the Contract Signature Date given the migration plan has not been baselined. |
| 16 | Descriptor - End user service - this is the core service which the Supplier are providing. The skilled and experienced personnel who will support and develop 2 ERP platforms ensure it is available, performant, secure and complies with contractual obligations. |
| 17 | Descriptor - Agresso Solution - this is the pass-through of software licenses from Unit 4 with regards to the MCA Agresso solution. |
| 18 | Descriptor - Management Overhead - these are the support resources which the Supplier are required to deploy to the service. HR, Financial and Commercial support functions. |
| 19 | Descriptor - IT Service Desk - this is the service desk which will interact with the customer facing service desk and fulfil the description noted within the Supplier’s proposal. |
| 20 | Descriptor - AWS Service Charge - these are the variable fees to provide the cloud services to host the applications the Supplier will operate, support, and develop when providing the Services. Charges vary according to usage (the number of environments, their availability, the volume of data) and are subject to US Dollar / GBP exchange fluctuations. |
| 21 | Descriptor - AWS 3rd Party Support - these costs related to the Supplier’s Subcontractor, Mobilise, who support in the operation of the AWS hosted cloud platform. Further details have been shared as part of the Supplier’s IT supply chain. |
| 22 | Descriptor - Other IT Support Contracts - these are the other IT support contracts which are required to provide the Services. The Supplier has included all contracts which they settle in relation to the Services and detail has been provided via the Supplier’s IT Supply chain submission. |
| 23 | Descriptor - Network Connectivity - these are the costs required to ensure all connections are in place to support all aspects of the end user services. |
| 24 | Descriptor - Building lease - these are the costs which the Supplier anticipates recharging to the Buyer as part of a future lease (and related facilities management costs) to occupy a specified part of the Swansea building upon the lease transferring to Crown in May 2024. |
| 25 | Descriptor - Supplier end user devices - these are the costs which relate to the provision of laptops for the Supplier Personnel. |
| 26 | Descriptor - Parent Company Guarantee – the costs associated with the Supplier ‘s parent company providing a guarantee to underwrite the Contract. |
| 27 | Descriptor - Operating costs - miscellaneous cost to support the provision of the end user services such as 3rd party audit, local comms and marketing, professional and trade body memberships. |
| 28 | Descriptor - Indexation - the application of CPI Indexation to be billed as actuals in line with contractual obligations annually, as of year 2. Modelled as per Office of Budget Responsibility forecast. |

**Pricing Workbook**

The embedded document below reflects the full pricing model for the Contract.

Xxxxxxxxx

xxxxxxxxx

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

|  |  |  |  |
| --- | --- | --- | --- |
| **SFIA Job Area** | **SFIA Role** | **Level** | **Day Rate** |
| Strategy and Architecture | Requirements Definition and Management |  | xxxxxxxxx |
| Strategy and Architecture | Consultancy |  | xxxxxxxxx |
| Change and Transformation | Business Analyst |  | xxxxxxxxx |
| Change and Transformation | Change Implementation Planning and Management |  | xxxxxxxxx |
| Development and Implementation | Systems Integration and Build |  | xxxxxxxxx |
| Delivery and Operation | Service Level Management |  | xxxxxxxxx |
| Skills and Quality | Learning & Development and Management |  | xxxxxxxxx |
| Relationship and Engagement | Customer Service Support |  | xxxxxxxxx |
| Relationship and Engagement | Relationship Management |  | xxxxxxxxx |

**Part D – Risk Register**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Risk Number** | **Risk Name** | **Description of risk** | **Timing** | **Likelihood** | **Impact** | **Impact (description)** | **Mitigation (description)** | **Owner** |
| 1 | Change to Buyer needs | There may be changes in Buyer needs and obligations which mean the contracted Services are no longer fit for purpose. | This risk is to be actively managed throughout the lifecycle of the Contract. | Medium | High | The ability of the Buyer to operate their Services may be impacted if the Supplier Services are not continuously efficient and effective. | Governance and business relationships are in place to support open and regular communications.  Change mechanics are in place to support the submission of new requirements, the impact assessment to support a full offer to fulfil the change.  The Supplier retains the capacity and capability to delivery changes to service in a controlled and timely manner. | Buyer |
| 2 | Service Failure | There is a risk that a failure of IT or service occurs which would impact the ability of the Buyer to undertake their core business. | This risk is to be actively managed throughout the lifecycle of the Contract. | Medium | Very High | The ability of the Buyer to operate their services may be impacted if Supplier Services are not continuously efficient and effective. The impact would be significant if a critical service such as payroll or payments were impacted. | The IT Service had been designed to be secure, resilient and robust.  Ongoing pro-active and reactive support is in place to mitigate this risk alongside 3rd party reviews, audits and certification.  A specific service provision is in place to support critical business activities. | Supplier |
| 3 | Cyber Risk | There is a risk that the Services could be subject to cyber-attack. | This risk is to be actively managed throughout the lifecycle of the Contract. | Medium | High | The potential impacts are loss of service, disruption to Service, data breach, financial impact and reputational damage to both Parties and the Buyer’s customers | Cyber security and defence are core considerations of the IT service design with a multi layered and good practise defence strategy.  The Supplier and the Security Working Group will collaboratively monitor emerging threats and updates to practise and update approach accordingly. | Supplier |
| 4 | Separation of integrated service. | There may be a service impact caused by the separation of the BPO and Service Desk from the IT function. | Within the first 3 months post go-live. | Low | Medium | The ability of the Buyer and their customers to operate their services may be impacted if back-office support functions are not continuously efficient and effective. | A transition plan is being designed to wholly mitigate this risk via scenario modelling, suite of tests and a tripartite hyper care period post go live. | Buyer and Supplier |

**Part E – Early Termination Fee(s)**

* a notice period of 12 months (365 days) is applicable to this Contract
* a fee of the profit relating to the delivery of Core Services xxxxxxxxx for the remainder of the Contract term, limited to a cap of the associated profit for up to 12 months maximum.

**Attachment 3 – Outline Implementation Plan**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Milestone** | **Deliverables**  **(*bulleted list showing all Deliverables (and associated tasks) required for each Milestone*)** | **Duration** | **Milestone**  **Date** |
| M1 | Design, build and migrate BPO services from the Supplier to the Buyer | * **Pre-requisite Works**   Review Network accessibility   * **Initiation and Planning**   Secure Connection Infrastructure Setup  Assess and design  Implementation  Test & Review   * **Review & Adjust Existing Telephony System** * **Facilities Relocation and Sub-Division**   Assess Facility Requirements Review (Planning)  Sub-Divide and Rearrange Workspaces  Furniture and Equipment Setup  Remap Security Passes   * **Comms Room Setup/Modification**   Assess Communication Room Requirements  Modify Communication Room Infrastructure including Wifi  Install Network Equipment  **Set-up of IT and Support Service**  Assess IT & Support service requirements (Planning)  Create Process documentation & Procedures  Set-up new ICT help desk – including ticketing tool reconfiguration  Support implementation of VPN connectivity  **Genesis Phone System Transition**   * **Service Transfer: Arvato BPO Services Cease**   Go-Live Weekend: Connectivity and validation.   * **Go-Live: HMRC BPO Services Commence** | 105 Working Days | 01/06/2024 |
| M2 | Business Hypercare | * **One Month Business Hypercare**   Daily progress and prioritisation calls  Resolution of issues   * **IT & BPO Equipment Services & Decommissioning** * **Cloud-Based Services Migration** | 1 calendar month | 28/06/2024 |
| M3 | Technical Hypercare | * **Two Months Technical Hypercare**   Daily progress and prioritisation calls  Resolution of issues | 2 calendar months | 30/08/2024 |
| Note | Additional Services | * The Additional Services outlined in the Order Form and Pricing Model will be added to the Implementation Plan throughout the Contract Period as required. | | |

**Attachment 4 – Service Levels and Service Credits**

**Service Levels**

* SLAs will apply from the Contract Start Date

**Service Credits**

* The Service Credits shall be calculated as per the table below and as a percentage of the Core Service Charges.
* The Service Level Threshold is the 'Major' Severity Level column.
* A reverse credit is applied under SLA Performance Indicator "Customer Relationship Management" where 70% or more survey responses are positive.
* Where Service Credits are applicable, these are mutually exclusive and so where an event arises where more than one SLA may be relevant, only the SLA attracting the higher Service Credit will be applied.

**Reverse Service Credit**

* In relation to SLA7. Where 70% or more survey responses are positive, a reverse credit of up to -30% of 1 months Service Credit Cap is applied. % Score will be determined by reference to the % of surveys completed which are positive over and above 70%. I.e., where 80% of survey responses are positive, a -10% Service Credit is applied. Where 100% of surveys are positive, a -30% Service Credit is applied. For the avoidance of doubt, the frequency of this measurement is once every 6 months. The maximum available Reverse Service Credit for each survey is limited to 1 month's maximum Service Credit.

**Service Credit Cap**

* The Service Credit Cap shall be equivalent to 10% of Core Service Charges over a 12-month period. The Service Credit Cap shall apply over a rolling 12- month period.

**Critical Service Level Failure**

* Critical Service Level Failures are shown in the table below. Contractual provisions apply where there are Critical Service Level Failures.

**Strategic SLAs**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **SLA** | **Category and SLA performance indicator title** | **Definition** | **Service Level Performance Measure** | **Service Level Threshold -minor** | **Service level Threshold -major** | **Critical Service Level Failure** | **Service Credits applicable** | **Frequency of measurement** | **Measurement calculation** |
| SLA1 | **Reporting**- Accuracy of Billing Forecast | The accuracy of cost forecasts provided by the Supplier for each period | 99% cost forecast accuracy | 2-5% deviation from estimated budget (excl. VAT) | >6% deviation from estimated budget (excl. VAT) | N/A | No Service Credits applied | 3 months | Supplier to provide cost forecast reports for the coming 3 months. Performance shall be determined as follows: (Agreed Contracted Price - Invoiced Cost)/Agreed contract price |
| SLA2 | **Reporting –** Invoicing | Timely and accurate billing by the Supplier | Target Performance Level: Correct invoices sent to Buyer no later than 7 calendar days following relevant billing period | Invoices sent more than 10 days following the end of relevant billing period. | Invoices sent more than 15 days following the end of relevant billing period. | N/A | No Service Credits applied | 1 month | To be calculated based upon date of actual invoice delivery vs forecast date. |
| SLA3 | **Service Delivery -** On-time Milestone Delivery | Ensure completion of deliverables within agreed Milestone timescales | Target Performance Level: All deliverables produced on-time | Deliverables produced 3 or more days later than agreed date | Deliverables produced 7 or more days later than agreed date | Deliverables produced 100 or more days later than agreed date | No Service Credits applied | 1 month | Performance shall be measured against agreed sprint plan for each milestone. |
| SLA4 | **Service Delivery** - Acceptance of Deliverables against Criteria | Ensure key deliverables and milestones are fit for purpose and meet acceptance criteria with rework minimised Acceptance of Deliverables against Criteria | Target Performance Level: between 90%-100% | Between 89% - 80% | Between 60%-79% | N/A | No Service Credits applied | 1 month | # of deliverables within measurement period that pass formal review by the Buyer / # number of deliverables reviewed by the buyer within measurement period x 100%. Note: formal review is submission to Buyer Project Manager. |
| SLA5 | **Strategic Support –** Continuous Improvement | Service improvement | Target Performance Level: 3 or more improvement proposals | 1 proposal submitted | 0 proposals submitted | N/A | No Service Credits applied | 3 months | Supplier to present improvement proposals on a regular basis through the governance process.    Total # of improvement proposals presented during the measurement period. |
| SLA6 | **Strategic Support –** Customer Relationship Management | Contractor collaboration with key stakeholders | Target Performance Level: 90% or more survey responses are positive. | 80% or more survey responses are positive | 70% or more survey responses are positive | N/A | up to -30% of maximum Service Credit due in 1 month | 6 months | Please see note below\* |
| SLA7 | **Social Value –** Diverse Supply Chains | Demonstration of inclusion in Supplier’s supply chain of, entrepreneurs, SMEs, VCSEs | Target Level: 33% or more / latest Government objective | 33% | 25% | N/A | No Service Credits applied | 12 months | Calculated by assessing the Supplier's supply chain |

\*Survey to be circulated to Key Stakeholders whom the Supplier is required to engage with as part of their service delivery obligations. Survey respondents will be fully conversant with the services the Supplier are contracted to deliver and the status of the Service and Service Levels being achieved. Both parties to agree on the key stakeholders to be surveyed, the survey channel and questions, a pre-survey briefing will be conducted as necessary and the redacting of any feedback on matters which are outside of the scope or responsibility of the Supplier.

**Operational SLAs**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **SLA** | **Category and SLA performance indicator title** | **Definition** |  | **Service Level Performance Measure** | **Service Level Threshold -minor** | **Service level Threshold -major** | **Critical Service Level Failure** | **Service Credits applicable** | **Frequency of measurement** | **Measurement calculation** |
| SLA8 | **Issue Management** – Incident Management | The time taken to resolve incidents which arise for the in-scope systems. | P1 | Target Performance Level: < 2 failures | > 1 Fail | > 2 Fails | > 5 Fails | 20% | 1 month | Incident resolution times will be specific to the priority of the identified incident:  Priority 1 (P1) - Resolution within 4 core hours  Priority 2 (P2) – Resolution within 8 core hours  Priority 3 (P3) – Resolution within 12 core hours  Priority 4(P4) – Resolution within 4 Working Days  Priority 5 (P5)- Resolution within 7 Working Days.  Any incidents within measurement period that fails resolution within specified timeframe will result in a failure. |
| P2 | Target Performance Level: < 3 failures | > 2 Fails | > 4 Fails | > 15 Fails | 10% | 1 month |
| P3 | Target Performance Level: more than or equal to 85% of incidents resolved within timescale | < 85% of incidents resolved within timescale | < 80% of incidents achieved within target | N/A | 5% | 1 month |
| P4 | Target Performance Level: more than or equal to 90% of incidents resolved within timescales | < 90% of incidents fail to achieve target | < 85% of incidents fail to achieve target | N/A | 5% | 1 month |
| P5 | Target Performance Level: more than or equal to 95% of incidents resolved within timescales | <95% of incidents resolved within timescales | < 90% of incidents fail to achieve target | N/A | 5% | 1 month |
| SLA9 | **Issue management -**Change incidents | Number of incidents because of implementing approved change requests. This SLA is in place to ensure change management is effectively planned and minimises risk |  | Zero P1 or P2 incidents caused by Change | >0 (zero) | >1 | >10 | 20% | 1 month | # of incidents because of implementing approved Changes to the in-scope services within the measurement period. |
| SLA 10 | Issue Management – Security vulnerability Remediation | Adherence to agreed Mitigation & Remediation timescales by Severity Level |  | No (Zero) failures to achieve Mitigation or Remediation timescales | > 0 (Zero) failures to achieve Mitigation or Remediation timescales | > 2 failures to achieve Mitigation or Remediation timescales | > 5 failures to achieve Mitigation or Remediation timescales | 20% | 1 month | The Contractor needs to mitigate and remediate security vulnerabilities within the following timescales:  - Zero Day: 24-hour mitigation, 72-hour remediation where technically feasible  - Critical: Remediation within 14 days  - High: Remediation within 30 days  - Medium: remediation within next patch/upgrade cycle or 90 days, whichever is soonest  - Low: Reasonable effort  Any security vulnerability in the measurement period which does not meet these timescales will count as a failure against this SLA. |
| SLA 11 | **Service Delivery** - Availability | SLA measures the requirement for the service to be fully usable during the required hours. |  | Target Performance Level: more than or equal to 99% | <99% | <98% | <90% | 25% | 1 month | SLA is measured based upon % time available during the measurement period.  Planned outages that have approval of the Buyer are excluded from the SLA calculation. |
| SLA 12 | **Problem Management –** Problem Assessment | The Supplier will assess individual service incidents to identify any underlying cause on the basis that resolving the root cause will prevent repeat incidents. This SLA measures the resolution of such incidents. |  | Resolution of problem record identified for client approval and scheduling (priority 1 and 2) | Resolution of problem record identified for client approval and scheduling within 3 calendar months | Resolution of problem record identified for client approval and scheduling within 6 calendar months | N/A | 15% | 1 Month | The Supplier will report upon Problem records as per ITIL Problem Policy.  The SLA measurement will commence upon problem record being initiated.  This SLA will not apply to circumstances where the software vendor is responsible for resolution. |
| SLA 13 | **Service Delivery –** Operational Housekeeping | SLA measures the completion of daily checks that the IT team run and operate. |  | No (Zero) failures to carry out any given Daily Basis Checks for more than 3 consecutive working days | One (1) failure to carry out any given Daily Basis Checks for more than 3 consecutive working days | Two (2) or more failures to carry out any given Daily Basis Check for more than 3 consecutive working days | N/A | No Service Credits applied | 1 month | SLA measured upon the completion of the total daily checks being performed. |

**Attachment 5 – Key Supplier Personnel and Key Sub-Contractors**

### 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 Contract Start Date for the purposes of the delivery of the Services.

**Part A – Key Supplier Personnel**

|  |  |  |
| --- | --- | --- |
| **Key Supplier Personnel** | **Key Role(s)** | **Duration** |
| **xxxxxxxxxxxxxxxxxxx** | **xxxxxxxxxxxxxxxxxxx** | Contract Period |
| **xxxxxxxxxxxxxxxxxxx** | **xxxxxxxxxxxxxxxxxxx** | Contract Period |
| **xxxxxxxxxxxxxxxxxxx** | **xxxxxxxxxxxxxxxxxxx** | Contract Period |
| **xxxxxxxxxxxxxxxxxxx** | **xxxxxxxxxxxxxxxxxxx** | Contract Period |
| **xxxxxxxxxxxxxxxxxxx** | **xxxxxxxxxxxxxxxxxxx** | Contract Period |
| **xxxxxxxxxxxxxxxxxxx** | **xxxxxxxxxxxxxxxxxxx** | Contract Period |

**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** | **CCS are required to approve key sub-contractor.** |
| --- | --- | --- | --- | --- | --- |
| **xxxxxxxxxxxxxxxxxxx** | **xxxxxxxxxxxxxxxxxxx** | Cloud hosting, support and development services. | 10% | Mobilise Cloud provide services to support and develop the Supplier’s cloud services. | Approval pending.  To be completed post Contract Signature Date. |
| **xxxxxxxxxxxxxxxxxxx** | **xxxxxxxxxxxxxxxxxxx** | The provision of software licenses to support services provided to MCA (Agresso). | 2.3% | Software vendor who provides software licenses and related services for the U4 ERP platform utilised by MCA. | Approval pending.  To be completed post Contract Signature Date. |
| **xxxxxxxxxxxxxxxxxxx** | **xxxxxxxxxxxxxxxxxxx** | Provision of AWS enterprise account for cloud hosting services | 11.4% | Provision of cloud hosting services | Approval pending.  To be completed post Contract Signature Date. |

**Attachment 6 – Software**

### 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**

Not Applicable

**Part B – Third Party Software**

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** |
| ERP Software and Proactis licences | Unit 4 Business Software Limited | Supply and support of software licences | Various per product | N/A | N/A | COTS | Co-terminus with Contract |
| Digital 360 Application and KPS Knowledge base | Civica UK Limited | Supply and support of software licences | 2000 | N/A | N/A | COTS | Co-terminus with Contract |
| We Are Access | Access Advertising Marketing and Design Ltd. | Maintenance and support Services | N/A | N/A | N/A | COTS | Co-terminus with Contract |
| Get Access and Identity Guard | Entrust Europe Limited | Licence and platinum support | 4 x CPU licences plus Server bundle | N/A | N/A | COTS | Co-terminus with Contract |
| Amazon Cloud Hosting (AWS) | Amazon Web-Services EMEA SARL (AWS Europe) | Cloud Hosting Services | N/A | N/A | N/A | COTS | Co-terminus with Contract |
| SAP ERP | SAP | SAP licences and support | N/A | contracted to third party (Buyer’s customer) | N/A | Non- COTS | Licenced by third party |
| MOVE-it | Ipswitch INC | Secure file transfer software | 3 | N/A | N/A | COTS | Co-terminus with Contract |

**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**  **xxxxxxxxxxxxxxxxxxx** | **Credit Rating (long term)**  **xxxxxxxxxxxxxxxxxxx** | **Credit Rating Threshold**  **xxxxxxxxxxxxxxxxxxx** |
| **xxxxxxxxxxxxxxxxxxx** | **xxxxxxxxxxxxxxxxxxx** | **xxxxxxxxxxxxxxxxxxx** |

**PART B – RATING AGENCIES**

Dun and Bradstreet

Moody’s

**Attachment 8 – Governance**

**PART A – SHORT FORM GOVERNANCE – NOT USED**

**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 Management Board | |
| Buyer members of Service Management Board (include details of chairperson) | **xxxxxxxxxxxxxxxxxxx** |
| Supplier members of Service Management Board | **xxxxxxxxxxxxxxxxxxx** |
| Start Date for Service Management Board meetings | June 2024 |
| Frequency of Service Management Board meetings | Monthly |
| Location of Service Management Board meetings | Virtual meeting |
| Purpose | Accountable to the Programme Board, Key control point to review the delivery of Supplier Services in comparison to contractual obligation. The meeting will give opportunity to discuss and review key opportunities, challenges and make decisions as required. |
| Inputs | * Supplier SLA report * Supplier monthly report updating on key activity |
| Standard Agenda | * Introductions * Review of service line specific performance including service levels; * Joint review of risks and issues; * To review and agree monthly quality expectations; * Any other business |
| Product of Meeting | * Record of key decisions and points raised within meeting * Action register |

|  |  |
| --- | --- |
| Programme Board | |
| Buyer members of Programme Board (include details of chairperson) | **xxxxxxxxxxxxxxxxxxx** |
| Supplier members of Programme Board | **xxxxxxxxxxxxxxxxxxx** |
| Start date for Programme Board meetings | June 2024 |
| Frequency of Programme Board meetings | Monthly |
| Location of Programme Board meetings | Virtual Meeting |
| Purpose | * Provide senior level guidance, leadership and strategy for the overall delivery of the services * Point of escalation for Change management Board, Technical Board and Service management Board. * Key control point to assess controlled and effective programme delivery * Agreed RAG status. * Key governance meeting to support collaboration and decision making on programme related matters. |
| Inputs | * Programme Report including RAG status, narrative update on activities and key points. * Finance report – spend to date and forecast * Programme plan * Programme Risk register * Key decisions to be made |
| Standard Agenda | * Introductions * Review of programme report * Review of plan * Review of programme risks * Review of financial position * Key decisions to be made * Agree RAG status |
| Product of Meeting | * Agreed programme report to disseminate. * Required decisions. |

|  |  |
| --- | --- |
| Change Management Board | |
| Buyer Members of Change Management Board (include details of chairperson) | **xxxxxxxxxxxxxxxxxxx** |
| Supplier Members of Change Management Board | **xxxxxxxxxxxxxxxxxxx** |
| Start Date for Change Management Board meetings | June 2024 |
| Frequency of Change Management Board meetings | Monthly |
| Location of Change Management Board meetings | Virtual |
| Purpose | * Key control point to support and direct changes to the Supplier’s delivered live service. The reference to ‘live services’ is intended to distinguish from programme delivery. * Approve or reject proposed changes |
| Inputs | * Forecast of change – Buyer side * RFCs under management - Supplier * Delivery plan – Supplier * Key decisions required * Risk register |
| Standard Agenda | * Introductions * Review of Forecast of Buyer change * Review of RFCs under Supplier management * Key decisions * Review of risks |
| Product of Meeting | * Forecast of change – accepted and understood by all partners. * Record of key decisions |

|  |  |
| --- | --- |
| Technical Board / Technical Design Authority | |
| Buyer Members of Technical Board (include details of chairperson) | **xxxxxxxxxxxxxxxxxxx** |
| Supplier Members of Technical Board | **xxxxxxxxxxxxxxxxxxx** |
| Start Date for Technical Board meetings | August 2024 |
| Frequency of Technical Board meetings | Quarterly |
| Location of Technical Board meetings | Virtual |
| Purpose | Key control point to ensure Supplier compliance with obligations to software vendors and obtain assurance of Supplier’s support and development plan. Oversight of the technology used in the Services and ensure compliance with the Standards. |
| Inputs | * Vendor roadmap(s) of changes * Buyer plans for technical / desktop changes * Key decisions required * Support and maintenance schedule – Supplier * Continuous Improvement Roadmap – Supplier |
| Standard Agenda | * Introductions * Review of vendor roadmap * Review of Supplier support and maintenance schedule * Review of Buyer change plan which may influence the Supplier’s services – line of business systems, infrastructure, desktop / laptop estate. * Key decisions * Continuous Improvement Roadmap |
| Product of Meeting | * Forecast of activity * Record of key decisions |

|  |  |
| --- | --- |
| Risk Management Board / Security Working Group | |
| Buyer Members for Risk Management Board (include details of chairperson) | **xxxxxxxxxxxxxxxxxxx** |
| Supplier Members for Risk Management Board | **xxxxxxxxxxxxxxxxxxx** |
| Start Date for Risk Management Board meetings | April 2024 |
| Frequency of Risk Management Board meetings | Monthly |
| Location of Risk Management Board meetings | Virtual |
| Purpose | * Identify and manage risks relating to the performance of the Services * Key control to exercise appropriate security and governance over Services. * Key control to assess and respond to risks and issues. * provide assurance to the Programme Board that risks are being effectively managed across the Services. |
| Inputs | * Risk register * Supplier IS&R update to include * IT Health check status * Nessus scan status * Incidents and events of interest * Patching plan * Audit updates * Business continuity * Key decisions required |
| Standard Agenda | * Introductions * Review of risk register * Review of Supplier IS&R report * Key decisions |
| Product of Meeting | Record of decisions |

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

1. This Attachment 9 shall take account of the view of the Controllers, Processors and Sub-Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.
   * + 1. The contact details of the Buyer’s Data Protection Officer are: **xxxxxxxxxxxxxxxxxxx**
       2. The contact details of the Supplier’s Data Protection Officer are: **xxxxxxxxxxxxxxxxxxx**
       3. The Processor and Sub-processor shall comply with any further written instructions with respect to processing by the Controller.
       4. Any such further instructions shall be incorporated into this Attachment 9.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | **The Controller Entity is the Controller, the Buyer is the Processor, and the Supplier is a Sub-processor**  The Parties acknowledge that in accordance with Clause 34.2 to 34.42 and for the purposes of the Data Protection Legislation, the Controller Entity is the Controller, and the Buyer is a Processor acting under the instructions of the Controller Entity, and the Supplier is a Sub-processor of the following Personal Data:  All Personal Data that the Processor Personnel collect, hold and otherwise process in the course of the Services it undertakes on behalf of the Buyer as set out in this Call-Off Contract. Such information includes but is not limited to:   * Any Personal Data it processes under this Contract controlled by the Controller Entity; * Any information generated with regard to the Controller Entity’s officials or customers; * Any statistical or other management information generated by the processing of the Controller Entity’s data.   **The Parties are Independent Controllers of Personal Data:**  The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of*:*   * 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 the Buyer engaged in the performance of the Buyer’s duties under the Contract for which the Buyer is the Controller. |
| Subject matter of the Processing | The provision of SAP ECC and Unit4 ERP systems, their underlying architecture and associated support activities as defined in Attachment 1 (Service Specification). |
| Duration of the processing | For the Term of the Call Off Agreement and subsequent exit activities. |
| Nature and purposes of the processing | Provision of Services as defined in Attachment 1 (Service Specification). |
| Type of Personal Data | * Personal contact details such as name, title, addresses, telephone numbers, and personal email addresses * Dates of birth, marriage and divorce. * Gender. * Marital status. * Next of kin, emergency contact information. * National Insurance number. * Bank account details, payroll records and tax status information. * Salary, annual leave, pension and benefits information. * Start date, leaving date. * Location of employment or workplace. * Copy of driving licence, passport, birth and marriage certificates, decree absolute. * Recruitment information (including copies of right to work documentation, references and other information included in a CV or cover letter or as part of the application process). * Full employment records for Civil Service employment (including contract, terms and conditions, job titles, work history, working hours, promotion, absences, attendances, training records and professional memberships). * Compensation history. * Performance and appraisal information. * Disciplinary and grievance information. * Secondary employment and volunteering information. * Evidence that Civil Service nationality rules have been met, or appropriate clearance is in place and confirmation of security clearance. This can include passport details, nationality details and information about convictions/allegations of criminal behaviour. * Evidence of right to work in the UK/immigration status. * Information about race or ethnicity, religious beliefs, sexual orientation and political opinions. * Trade union membership. * Information about health, including any medical condition, health and sickness records. * Information about criminal convictions/allegations and offences. * Injury at work and third-party accident information. |
| Categories of Data Subject | Employees of the Buyer  Employees of the Supplier  Workers and former workers of the Controller Entity  Controller Entity’s suppliers  Third parties nominated by workers and former workers of the Controller Entity |
| International transfers and  legal gateway | Personal Data will be processed within the UK.  The Supplier will facilitate transfers to/from Third Party Sub-processors in accordance with the terms of the Contract. |
| 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 | Upon exit, data will be returned/ destroyed/ deleted pursuant to the Exit Plan.  During the Term of the Contract the data will be retained and destroyed/deleted in accordance with the Controller Entity’s Data Retention Policy. In the absence of a Data Retention Policy the Controller Entity will agree the destruction or obfuscation of specific data with the Processor and Sub-Processor. |

**Attachment 10 – Transparency Reports**

The Supplier will submit the Transparency Reports in the first month of the Contract. The Supplier and the Buyer will seek to refine and agree specific formats of each report.

|  |  |  |  |
| --- | --- | --- | --- |
| **Title** | **Content** | **Format** | **Frequency** |
| Performance | Report on achievement of the Supplier & Subcontractor performance | 1. Detailed performance report against all areas of the SLA matrix | Monthly |
| SME Spend | The Supplier spend with SMEs  Time taken to pay SME invoices | Document capturing:   1. SME spend 2. Adherence to prompt payment policies | Monthly |
| Key Sub-Contractors | List of all key subcontractors used for current service detailing achievement against their SLAs. | 1. List of Subcontractors 2. Specify any changes 3. achievement against SLAs | Monthly |
| Audit report | Full compliance with audit provisions within the contract | 1. Confirmation of compliance 2. Details of any non-compliance | Monthly |
| Organisation supply chain | Reporting on compliance with MSA2015 | 1. Modern Slavery Report | Monthly |
| Social Value | Adherence to the Social Value commitments in the Contract | 1. Confirmation statements 2. Detailed reporting on how each requirement relating to Social Value is being met | Monthly |
| Carbon Reduction Plan | Update on Carbon Reduction Plan, with any changes highlighted | 1. Confirmation statements 2. Detailed reporting on how each element of the Carbon Reduction Plan is being met 3. Were there any missed milestones 4. Where any changes are made to the plan, these should be explicitly highlighted. | Monthly |
| Financial Report | Report the complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the term of this Call Off Contract | The report shall include, but not be limited to:   1. the Supplier’s Costs broken down against each Service and/or deliverable 2. operating expenditure relating to the provision of the Services including an analysis showing:    1. Unit Costs and any other consumables and bought-in services    2. Manpower resources broken down into the number and grade/role and a list of agreed rates against each    3. A list of Costs underpinning those rates for each Manpower, being the agreed rate less the margin 3. Overheads 4. All interest, expenses and other third party financing costs incurred in relation to the provision of the services 5. the Supplier Profit relating to this Call Off contract 6. an explanation of the and value of risks and contingencies associated with the provision of the Services including any amounts of money attributed to each risk and/or contingency | Monthly |
| Incident Reporting | Reporting on security incidents and major incidents | Document to include:   1. Security incident reporting 2. Threat reporting 3. Event management reporting 4. Major Incident Reports (MIRs) | Monthly |