

RM6100 Technology Services 3 Lot 4 Order Form Attachments



Attachment 2.1 – Services Description

Introduction

The purpose of this Statement of Requirement (SoR) is to define the scope, objectives, and detailed requirements for procuring a Systems Integration and Programme Management function within NS&I's multi-supplier delivery model. This document sets out the expectations, governance, and performance criteria for the Systems Integrator (SI), ensuring effective coordination and seamless interoperability across NS&I's business systems and technology estate.

This Statement of Requirements will:

- Establish the business need for a dedicated Systems Integration function.
- Define the key responsibilities, capabilities, and deliverables required from the appointed SI.
- Ensure alignment with the existing Collaboration Agreement, outlining how the SI will operate within the pre-agreed multi-supplier governance framework.
- Provide a basis for procurement and contract formation, setting out the success criteria, service expectations, and performance management framework.

This document will form the foundation for supplier engagement, procurement evaluation, and ongoing contract management, ensuring NS&I secures a Systems Integrator capable of delivering long-term operational stability, cost efficiency, and future-proof technology integration. For clarity, any reference to "Contract Award" within this Attachment 2.1 (Services Description) shall mean the time when the Order Form has been signed by both NS&I and the Supplier.

Introduction and Background

NS&I is part of government's critical debt financing infrastructure. It remains of high strategic importance to government to have two wholly separate sources of finance for borrowing: the gilts market and access to funds via NS&I. In 1999, NS&I successfully outsourced its entire back office and front office operations to Siemens Business Services (which became part of Atos in 2011).

To ensure a sustainable customer base, and a business that is flexible, responsive to change and can ensure an improved customer experience, it was recognised there needs to be fundamental improvement to the technology estate, which is currently an ageing infrastructure, complex and expensive to change and manage.

The new multi-supplier model provides an opportunity to reduce running costs in the long-term whilst supporting the requirement to deliver cost-effective finance for HM Treasury. The design of the business will be adaptable to market and customer changes and allows NS&I to take advantage of the specialisms of its supply base to continue to enhance our offer as needs change over time.



With these considerations in mind, a decision was taken in 2021 to divide the NS&I infrastructure into four tender lots and put the re-procurement to market as part of a wider Business Transformation Programme. These are all large and complex technical systems and together drive the whole of NS&I's operations. All four suppliers ("Strategic Suppliers") are now on board.

- **Digital Integration and Service Operations –** the technical and operational centre of the future operating model, as well as a central security monitoring service for the entirety of the future NS&I technology footprint. ("IBM")
- **Digital Experience and Digital Enablement** delivering digital customer services such as a NS&I mobile app, website, and financial advisor centre. ("IBM")
- Customer Contact and Operations Centre delivering direct customer interaction across phone, web chat, email, post, print, document management and letters. ("SSL")
- Core Banking Systems, Payments, and Reporting delivering and operating the transformation of the core banking platform, including payments, and reporting. ("Atos")

The need for a Systems Integration function

The concept of a System Integrator or "SI" was created to address the risk of workstream centric delivery on complex programmes. SI services are the glue that binds the Program together through by shaping and coordinating the delivery on a complex programme. The SI is responsible for:

- Working with the delivery workstreams to define a solution that combines the component subsystems into an integrated whole to achieve the required business goal.
- Defining how the solution will be delivered
- · Performing cross workstream activities, and
- Planning, governing and orchestrating the delivery of the integrated solution in one or many incremental releases.

NS&I recognises the need for a Systems Integration function to reflect the additional capacity and capability required to undertake this activity, and the necessity for strong delivery experience in a complex multi-supplier environment. Consequently, NS&I has decided to procure this as an outsourced function, whose objectives and responsibilities are detailed in the remainder of this document.



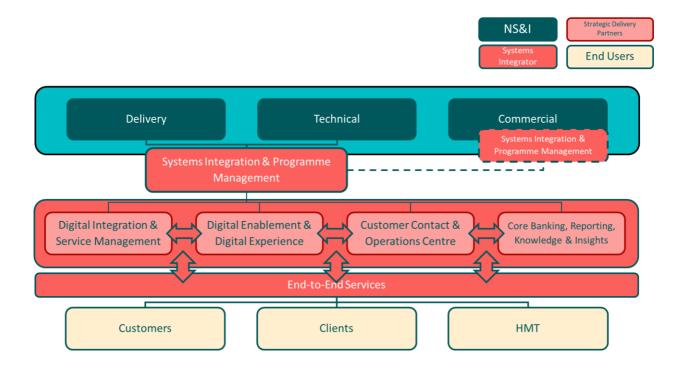


Figure 1 - Contextual overview of Business Transformation Programme

Requirement Overview

Objectives

The SI will be independent from the Strategic Suppliers and be responsible for delivering a high-performing, cost-effective, and scalable integration function that enables NS&I to manage its technology estate and operate the business efficiently. The key objectives for the SI are:

- Enterprise Architecture Execution Implement and enforce Enterprise Architecture (EA) standards to drive consistency, efficiency, and future scalability.
- Business Architecture and Analysis Align and integrate solutions to deliver the overarching Business goals and outcomes expected from the programme.
- End-to-End Systems Integration Ensure seamless interoperability across all suppliers, delivering a robust and resilient ecosystem.
- Business Process Alignment Ensure customer journeys and processes are defined and integrated to enable seamless services, operational efficiency, and improved user experience.
- **Service Coordination and Governance** Execute programme governance processes, manage supplier dependencies, and maintain service stability.
- Operational Oversight and Risk Management Delivery monitoring, incident response, and risk mitigation strategies to ensure continuity of service.



- **Security and Compliance** Implement security frameworks, enforce regulatory compliance, and ensure ongoing cyber resilience.
- **Programme, Project and Change Management** Own and execute structured supplier and project delivery, ensuring that change and release processes minimise operational disruption.
- **Knowledge Transfer and Exit Planning** Design and facilitate a phased transition to enable NS&I to take the Systems Integration function in-house, ensuring continuity of shared knowledge across suppliers.



Detailed Requirements

Core Responsibilities of the Systems Integration Function

The SI is responsible for delivering the following key functions, ensuring operational excellence and seamless integration across the multi-supplier environment. The SI will be independent from the Strategic Suppliers to ensure objective and effective management of the end to end solution.

Governance, Coordination, Programme and Project Management

The SI will lead all delivery aspects of governance, coordination, and project execution, ensuring seamless integration across suppliers and be responsible for the successful delivery of the overall solution. Responsibilities include:

- The SI will report to, escalate to and take all direction from the Delivery Director in all matters
- Deliver structured governance processes, ensuring effective coordination and decision-making.
- Own programme-level project management, supplier project management, executing plans, tracking milestones, and ensuring timely delivery.
- Supporting NS&I with commercial and contractual management to ensure ongoing supplier contractual compliance.
- Manage risks and issues, implementing proactive mitigation strategies.
- Provide structured reporting, delivering accurate, transparent updates to NS&I leadership.
- Execute change and release management, ensuring efficient system updates.
- Report at and attend all required governance boards and working groups, including but not limited to Executive Committee, Programme Board, Change Board, and Design Authority.

The Supplier agrees that the System Integrator will have a full and direct (but not contractual) relationship with each Strategic Supplier. This is because the SI Partner will be required to take responsibility for the relevant deliverables and outcomes of the integrated plan.

Furthermore that the vast majority of Strategic Supplier obligations will be managed directly at the interface between the SI Partner and the Strategic Supplier.

Enterprise Architecture Execution

The SI will own and enforce Enterprise Architecture (EA) implementation, ensuring all supplier solutions align with a unified, future-proof design. Responsibilities include:



- Implement and maintain the EA blueprint, ensuring consistency across technology services.
- Ensure adherence to architecture standards, enforcing compliance with performance, security, and interoperability requirements.
- Oversee technology decision-making, ensuring supplier designs align with the overarching EA framework.
- Deliver technology roadmaps, ensuring all solutions remain scalable, adaptable, and cost-efficient.
- Support NS&I in maintaining, communicating, and enforcing architectural and design principles.

Business Analysis Requirements

The SI will be responsible for ensuring robust business analysis practices that support effective decision-making and integration across all supplier services. Responsibilities include:

- Define and manage business requirements, ensuring alignment with programme objectives.
- Define and manage 'cross-supplier' business processes, ensuring that 'as is' and 'to be' gap analysis is completed and related changes are agreed.
- Validate strategic supplier deliverables, ensuring operational processes are aligned, and that agreed requirements have been delivered.
- Manage change request definition, ensuring a structured review and approval of changes.
- Support business change activities, ensuring business readiness and process optimisation.

IT Solutions & Technical Oversight

The SI will ensure the effective implementation, management, and oversight of IT solutions. Responsibilities include:

- Ensure adherence to technical standards, policies, and best practices for system integration.
- Develop and maintain strategies, including data migration, security, testing, and DevSecOps.
- Define key metrics to measure the performance and health of systems at various stages of solution delivery
- Coordinate with suppliers to monitor the metrics and produce stakeholder reports on a regular basis to include the Strategic Suppliers' performance.



Change and Release Management

The SI will ensure the effective implementation, and management of change. Responsibilities include:

- Manage a unified change control process across all suppliers to minimise disruption and risk.
- Oversee release management to ensure smooth deployment of upgrades and new services.
- Provide impact assessments and risk evaluations for all proposed changes.

Performance and Continuous Improvement

The SI will ensure the effective reporting of the end to end solution performance. Responsibilities include:

- Establish and track key performance indicators (KPIs) to measure supplier effectiveness.
- Continuously review and refine integration processes to improve efficiency and reduce costs.
- Identify and implement innovation opportunities that enhance NS&I's technology and service capabilities.

Knowledge Transfer and Exit Management

The SI will be responsible for executing a structured transition plan, ensuring NS&I can assume full control of the function over time. Responsibilities include:

- Develop and deliver training programmes, ensuring NS&I's teams gain the necessary technical expertise.
- Maintain full system documentation, ensuring clarity and continuity.
- Provide ongoing knowledge-sharing support, ensuring NS&I's teams are progressively upskilled.
- Execute a structured exit plan, ensuring a smooth handover without operational disruption.
- Support NS&I in sustaining an in-house Systems Integration function by maturing its capability through training and knowledge transfer.
- Ensure all intellectual property, tools, and assets necessary for ongoing operation are transferred to NS&I without restrictions.
- Collaborate with NS&I to define success criteria and timelines for full transition, ensuring alignment with business objectives.
- The Supplier is required to build, operate and transfer the System Integration Service to NS&I following appropriate upskilling and knowledge transfer for NS&I employees, this activity should commence after one year of the contract term and



should be carried out in accordance with an agreed knowledge transfer and handover plan.

Detailed Functional Requirements

The following tables provide a structured breakdown of the specific functional and technical requirements that the Systems Integrator (SI) must meet. These requirements cover key disciplines such as Enterprise Architecture, Business Analysis, IT Solutions, and broader integration functions.

All requirements outlined in these tables are mandatory. Suppliers must clearly articulate how they will deliver these requirements within their tender responses, demonstrating alignment with NS&I's transformation objectives, governance framework, and operational needs.

General Requirements

| Ref | Requirement |
|-------|--|
| GE001 | The SI shall consult the Strategic Suppliers when creating deliverables and shall communicate any agreed versions to the Strategic Suppliers. |
| GE002 | The SI shall report progress against plan for all activities that it is responsible for as per the reporting templates and guidance for the Business Transformation Programme. |
| GE003 | The SI shall identify, record track and manage dependencies on other teams or Strategic Suppliers within a dependency log |
| GE004 | The SI will provide delivery status updates on dependencies that other suppliers or NS&I have on the SI. |
| GE005 | The SI shall assure all Strategic Supplier plans |
| GE006 | The SI shall identify, record maintain and manage risks via a risk register of all integration risks, or risks relating to the SI's own delivery, according to NS&I's risk register template and guidance. |
| GE007 | The SI shall identify, record, maintain and manage issues via an issue register covering all integration issues, or issues with the SI's own delivery, in line with NS&I's issue register template and guidance. |
| GE008 | The SI shall timely escalate any risk or issue that it is incapable of resolving to NS&I for resolution. |
| GE009 | If the SI identifies a gap in responsibility between the Strategic Suppliers and/or NS&I, the SI shall develop a proposed remedy and raise to NS&I's Commercial function for resolution. |
| GE010 | As required by NS&I, the SI will produce papers for Governance Boards relating to issues or risks that require escalation. |
| GE011 | The SI shall support NS&I in assessing whether Strategic Supplier milestones have been met, in relation to the areas of scope outlined in these requirements. |
| GE012 | The SI shall maintain a forward forecast of its resources required to deliver this service as per the Programme Plan. |
| GE013 | As required by NS&I, the SI shall provide representatives to attend the following Governance Boards at NS&I's discretion: Executive Committee |



| Ref | Requirement |
|-------|---|
| | Programme Board |
| | Change Board |
| | Project Boards |
| | Exit Boards |
| | Design Authority |
| | Technical Integration Group |
| | Integration Working Group |
| | Testing Working Group |
| | Testing Boards, |
| | Go-Live Boards, |
| | · |
| | Post-Implementation Review & Lessons Learned |
| | And any other governance meetings that NS&I specify from time to time. |
| | NS&I would look to rationalise its governance forums in accordance with SI |
| | Partner proposals and long-term agile ways of working. |
| | |
| GE014 | The SI shall review any relevant deliverable from a Strategic Supplier to ensure |
| | alignment with any SI deliverable or NS&I standards. |
| GE015 | The SI shall attend any meeting with a Strategic Supplier to ensure the topic |
| | under consideration is aligned with any SI deliverable or NS&I standards. |
| GE016 | The SI shall highlight any occasion or forecast occasion where SI resources |
| | are not fully utilised and cannot be assigned to other urgent activities. |
| GE017 | The SI shall support any external review, including Gateway reviews, where |
| | the programme is being assessed. |
| GE019 | The SI shall scale and adapt resources according to changing NS&I needs so |
| | that both immediate and long terms resource needs can be addressed. |
| GE020 | The SI must provide a team which can work in the UK so that, when co-location |
| | is possible, the SI team are able to work side-by-side in NS&I premises when |
| | asked to do so (predominantly London based, may also be based in Lytham, |
| | Glasgow and Durham). |
| GE021 | The SI shall ensure they can receive a knowledge handover from the |
| | incumbent partners immediately after on-boarding, so that there is minimal |
| | disruption to NS&I's Business Transformation Programme. |
| GE022 | The SI shall advise and guide NS&I through the business consolidation and |
| | integration of new capabilities within the retained organisation so that NS&I |
| | can benefit from industry experiences and best practice. |
| GE023 | The SI shall have experience working in a prime and multi supplier outsourced |
| | environment. |
| GE024 | The nature of this project will require the exchange, and the creation, of |
| | commercially sensitive materials, some of which will concern the procurement |
| | of a future outsourcing contract (or contracts). To preserve the integrity of any |
| | future outsourcing procurement, NS&I has created a standalone secure cloud- |
| | hosted collaboration environment to develop and share commercially sensitive |
| | information. The SI will make use of this facility as the sole means of handling |
| 05005 | NS&I commercially sensitive material. |
| GE025 | The SI shall have an up-to-date Cyber Essentials Plus certification. |



| Ref | Requirement |
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| GE026 | All SI personnel working for NS&I must be vetted in accordance with the Government Baseline Personnel Security Standard (BPSS) as a minimum requirement. |
| GE027 | The SI will work with NS&I Business, NS&I Service Management, all relevant suppliers and BAU Change Management to align solutions and delivery plans |
| GE028 | The SI is required to build, operate and transfer the System Integration Service to NS&I following appropriate upskilling and knowledge transfer for NS&I employees, this activity should commence after one year of the contract term and should be carried out in accordance with an agreed knowledge transfer and handover plan. |

Programme Management Requirements

| Ref | Requirement |
|---------|--|
| PM001 | The SI will appoint a Programme Management Lead, who will work closely |
| | with NS&I's Business Transformation programme director. |
| PM002 | The SI shall create and maintain the following strategic document for the |
| | Business Transformation Programme on behalf of NS&I: |
| | Programme Planning Approach |
| PM003 | The SI shall create, maintain and communicate an integrated high-level plan |
| | for each transition states, covering: |
| | NS&I and Strategic Supplier L0, L1 and L2 milestones |
| | An indication as to the whether the milestones are achievable (typically via |
| | a RAG status) |
| | Key dependencies between projects, Strategic Suppliers and NS&I |
| | These plans must adhere to NS&I's planning approach |
| PM004 | The integrated plan must align with the source plans from the Programme |
| D14005 | Projects and detailed Strategic Supplier plans and be agreed by them. |
| PM005 | The SI shall manage changes to the L0, L1 and L2 milestones within the |
| PM006 | Integrated Plan via a change control process. |
| PIVIOUS | The integrated plan is to be baselined on a periodic basis and communicated to the Programme and Projects. |
| PM007 | The SI shall design and implement a dependency management approach |
| 1 10007 | covering all dependencies between Strategic Suppliers, NS&I, Projects and |
| | the SI. |
| PM008 | The SI will review and approve the following deliverables against NS&I's |
| | planning approach and dependency management approach and shall ensure |
| | alignment of: |
| | Strategic Supplier Delivery plans |
| | NS&I Detailed Plans |
| | Strategic Supplier Dependency Logs |
| | NS&I Dependency Logs |
| PM009 | As part of any deliverable review, the SI shall: |
| | Highlight and take the lead to resolve any misalignment of dependencies |
| | between Strategic Suppliers, the SI or NS&I. |
| | Investigate any slippage against plan and chase resolution or mitigation |



| Ref | Requirement |
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| | Highlight any activity missing from Strategic Supplier, SI or NS&I plans to the plan owner and NS&I. |
| PM010 | The SI will provide end-to-end Business Transformation Programme Management, ensuring alignment of multiple projects, their deliverables and dependencies. |
| PM011 | The SI will contribute to and manage Programme-level RAIDs, ensuring effective management of Risks, Assumptions, Issues and Dependencies. |
| PM012 | The SI will provide effective stakeholder management and dispute resolution services relating to the delivery of the Business Transformation Programme (incl. change management, commercial, milestones etc.) |
| PM013 | The SI will provide appropriate and timely communications regarding the Business Transformation Programme decisions to all stakeholders |
| PM014 | The SI shall provide Transition State Delivery Management resource and expertise to enable the transition and implementation of services from the incumbent to Suppliers |
| PM015 | The SI will provide Exit Management expertise and resource to support the transition from the Incumbent Supplier to the Strategic Suppliers. |

Enterprise Architecture Requirements

| Ref | Requirement |
|-------|--|
| EA001 | The SI will appoint an EA Lead and Chief Architect, who will work closely with NS&I's Head of EA to support the delivery of the EA services. |
| EA002 | The SI shall support NS&I in maintaining, communicating and enforcing NS&I's architecture and design principles. |
| EA003 | The SI shall create and maintain the following strategic documents for the Business Transformation Programme in collaboration with and on behalf of NS&I: Solution Roadmap Solution Blueprints Transition Architecture Level 0 Business Processes High Level End-To-End (E2E) Solution Design (covering transition and end-states) Enterprise Environment Model Enterprise Data Architecture Enterprise Operational Architecture Enterprise Performance Architecture Enterprise Service Architecture Any other EA-level deliverables as appropriate through the life of the Business Transformation Programme Each of the above deliverables must align with the NS&I's Enterprise Architecture Standards and design principles, follow the NS&I document |
| E4004 | standards, and be taken through the appropriate governance routes. |
| EA004 | The SI shall continue to create and maintain the Enterprise Architecture for NS&I outside of the Business Transformation Programme (either in parallel |



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| Ref | Requirement |
| | with it, or once parts of the architecture exit the programme), with example |
| | deliverables being: |
| | Solution Roadmap |
| | Technology Roadmap |
| | Enterprise Environment Model |
| | Enterprise Data Architecture |
| | Enterprise Operational Architecture |
| | Enterprise Performance Architecture |
| | Enterprise Service Architecture |
| | Solution Designs for Change Requests |
| | Other appropriate deliverables within the scope of the NS&I EA team |
| | Each of the above deliverables must align with the NS&I's Enterprise Architecture Standards and design principles, follow the NS&I document standards, and be taken through the appropriate governance routes. |
| EA005 | The SI will review and validate appropriate Strategic Supplier deliverables from an EA perspective, such as: High-level designs |
| | Architectural documents |
| | against NS&l's design principles, business requirements, Strategic Supplier |
| | Contractual Requirements, NS&I architectures, strategies, designs and |
| | standards |
| EA006 | As part of any deliverable review, the SI shall: |
| | Highlight and resolve any gaps in Strategic Supplier fulfilment of NS&I's |
| | requirements or architectures. |
| | Highlight and resolve any misalignment between related Strategic Supplier |
| | architectural deliverables. |
| EA007 | The SI shall manage all architectural deliverables under appropriate change control processes, including presentation and approval at NS&Is Design Authorities |
| EA008 | The SI shall support the running of the following design governance forums |
| | with NS&I: |
| | Enterprise Design Authority |
| | Technical Design Authority |
| | Data and Information Authority |
| | Business Design Authority |
| | Architecture Working Group |
| | Data Working Group |
| | N.B. The above are collaborative forums and are attended by NS&I suppliers, |
| | as necessary and as, such serve to enhance communication and consensus |
| | on the resolution of issues and design decisions. |
| EA009 | The SI shall provide an enterprise architecture impact assessment or feasibility |
| | statement when required on changes to ensure design coherence and |
| E A C 4 C | alignment to the NS&I's design principles. |
| EA010 | The SI will work with the NS&I's Security team in the ways defined in NS&I's |
| | Security Operating Model, including completing Security Risk Assessments |
| | where required. |



| Ref | Requirement |
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| EA011 | The SI shall work in partnership with NS&I to continue to mature its Enterprise |
| | Architecture function so that the capability can be sustained by NS&I staff in |
| | the long term. This may involve a blend of upskilling existing staff, supporting |
| | recruitment and facilitating knowledge transfer to NS&I staff (both within and |
| | outside of the EA team). |
| EA012 | The SI shall have depth and range of EA expertise in a business |
| | transformation environment so that NS&I can draw on a broad range of |
| | business and IT skills in the end-to-end delivery cycle. |
| EA013 | The SI shall have experience working in a prime and multi supplier outsourced |
| | environment so that they are able to deliver both the initial architectural |
| | designs and support the subsequent programme delivery phases from an |
| EA014 | architectural perspective. |
| EA014 | The SI shall upskill NS&I personnel so that all relevant colleagues are |
| EA015 | comfortable with EA responsibilities, outputs and their business impact. The SI shall transfer their knowledge to NS&I staff upon exit so that NS&I can |
| LAUIS | be assured that the EA function and processes can continue to be self- |
| | sufficient. |
| EA016 | The SI shall provide capabilities and experience to support NS&I define how |
| 27.0.0 | change is delivered in line with business priorities and customer focus. Change |
| | management should extend beyond IT management, supported by the |
| | following capabilities as required: |
| | Culture and business change |
| | Business design |
| | EA governance and assurance |
| | Business process architecture |
| | Customers experience focused delivery |
| | Multi-supplier service management |
| | Roadmap definition and management experience (at all levels of the en- |
| | terprise) |
| EA017 | The SI shall provide the following capabilities and experience to design and |
| | assure the technology architecture at a solution level. Supported by the |
| | following capabilities as required: |
| | Technical architecture |
| | Data and information architecture |
| | Security architecture |
| | Integration (e.g. APIs, Event Streaming, File-based) Architecture |
| | Solution Architecture |
| | Cloud Architecture |
| | Business Architecture |
| | Service Architecture |
| EA018 | The SI shall provide the capabilities and experience to design the integrated |
| | solution across supplier and contractual boundaries, considering: |
| | Constraints imposed by the co-existence of the legacy solutions |
| | Appropriate co-existence and migration approaches |
| | and in doing so, supporting the release and programme planning activities. |



Business Analysis Requirements

| Ref | Requirement |
|-------|--|
| BA001 | The SI will appoint a Business Analysis Lead, who will work closely with NS&I's |
| | Lead Business Analyst. |
| BA002 | The SI shall maintain the following strategic documents for the Business |
| | Transformation Programme on behalf of NS&I: |
| | Process Mapping Best Practice & Templates |
| | Requirement Definition Best Practice & Templates |
| BA003 | The SI shall create, maintain and communicate the following deliverables for each implementation release on behalf of NS&I: |
| | Level 1 and 2 Business Processes |
| | Level 1 and 2 Business Requirements |
| | Each of the above deliverables must align with the relevant agreed approaches and templates. |
| BA004 | The SI shall enable end-to-end service/system integration by reviewing and validating the following Strategic Suppliers' deliverables: |
| | Detailed (User and System) Requirements |
| | Requirements Traceability and Verification Matrices |
| | Detailed (Level 3 and 4) Business Processes |
| | In accordance with NS&I specified approaches, strategies, designs and standards. |
| BA005 | The SI shall: |
| | Identify, highlight and resolve any gaps in Strategic Supplier fulfilment of NS&I's requirements |
| | Identify, highlight and resolve any misalignment or gaps between Strategic |
| | Supplier business processes |
| BA006 | The SI shall define changes to requirements or changes to processes to |
| BAOOO | support Change Control or changes to Strategic Suppliers contracts on behalf of NS&I. |
| BA007 | The SI shall work in partnership with NS&I to continue to mature its Business Analysis function so that the capability can be sustained by NS&I staff in the long term. This may involve a blend of upskilling existing staff, supporting recruitment and facilitating knowledge transfer to NS&I staff. |
| BA008 | The SI shall have depth and range of Business Analysis in a business transformation environment so that NS&I can draw on a broad range of business and IT skills in the end-to-end delivery cycle. |
| BA009 | The SI shall have experience working in a prime and multi-supplier outsourced |
| | environment so that they are able to deliver both the initial Business Analysis |
| | artefacts and support the subsequent programme delivery phases from a |
| | Business Analysis perspective. |
| BA010 | The SI shall investigate business issues related to transition and |
| | transformation and make recommendations for their resolution via options |
| | papers presentation to the relevant decision-making forums. |
| BA011 | The SI shall support Business Change Management by identifying and coordinating activities in readiness for the implementation of changes. |



IT Solutions Requirements

| Ref | Requirement |
|-------|---|
| IS001 | The SI will appoint an IT Solutions Lead with design, integration and test expertise for overseeing complex multi-supplier deliverables, who will work closely with NS&I Head of IT Solutions. |
| IS002 | The SI shall provide technical support and advice to NS&I's creation and maintenance of: Technical Standards Security Standards Policies and Procedures |
| IS003 | The SI shall create and maintain the following strategy documents for the Business Transformation Programme and must ensure alignment with NS&I's vision for the service. Data Strategy Data Migration Strategy Testing Strategy & Quality Check Templates Tooling Strategy & Oversight Security Strategy Technical Debt Monitoring & Resolution Integration Strategy & Oversight DevSecOps Strategy (including Source code) & Oversight Configuration Management Strategy & Oversight Environment Strategy & Oversight High Level Design Oversight & Validation Strategy Low Level Design Oversight & Validation Strategy Test Coverage against Requirement Traceability Matrix Test Automation strategy |
| IS004 | The SSI shall create, maintain and communicate the following deliverables for each implementation release on behalf of NS&I: Retail Interface catalogue and backlog Retail SIT Testing Strategy Retail E2E Test Plans Retail UAT & BAT Plans Retail Performance & Security Test Plans Each of the above deliverables must align with the relevant strategy and technical/security standards. |
| IS005 | The SI will review and approve Strategic Supplier technical deliverables against NS&I's requirements, strategies, designs and standards, such as: Low Level Designs Test Plans Test Reports Defects and the Management thereof Proposed changes to the Strategic Supplier's technical solution |
| IS006 | When reviewing Strategic Supplier deliverables, the SI shall ensure that they align to the SI's architectures and designs, the NS&I security / technical standards and the relevant Strategic Supplier contractual requirements |



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| Ref | Requirement |
| IS007 | The SI shall create, coordinate and share test data used for integration test |
| | cycles between Strategic Suppliers, such as: |
| | System Integration Testing (SIT) |
| | ■ E2E Testing |
| | Business Acceptance Testing / User Acceptance Testing (UAT) |
| | Performance & Security Testing (PT) |
| | Operation Acceptance Testing (OAT) |
| IS008 | The SI shall write a data migration strategy & oversee data migration execution |
| | between Strategic Suppliers and ensure alignment with the Data Migration |
| | Strategy and contractual requirements. |
| IS009 | The SI shall oversee and assure the following Strategic Supplier activities |
| | including alignment with the SI's strategies and relevant Strategic Supplier |
| | contractual requirements: |
| | Release build |
| | Environment management |
| | Defect management |
| | Testing prior to System Integration Testing |
| | DevSecOps including automation and pipeline management |
| | Dress Rehearsals |
| | Cut-over preparation (in relation to technical areas) |
| | , |
| | Changes to Pre-production and to-be go-live environments prior to initial |
| 10010 | go-live |
| IS010 | The SI shall escalate any Strategic Supplier non-compliance against NS&I |
| 10011 | technical standards and policies to the relevant NS&I representative. |
| IS011 | The SI shall plan, coordinate and execute end-to-end UAT, BAT, Performance |
| | & Security Testing of the Strategic Supplier's solution and coordinate |
| 10040 | resolution with suppliers of any reported issues. |
| IS012 | The SI shall work in partnership with NS&I to continue to mature its IT Solutions |
| | function so that the capability can be sustained by NS&I staff in the long term. |
| | This may involve a blend of upskilling existing staff, supporting recruitment and |
| IS013 | facilitating knowledge transfer to NS&I staff. |
| 13013 | The SI shall have depth and range of IT Solutions capabilities in a business transformation environment so that NS&I can draw on a broad range of |
| | business and IT skills in the end-to-end delivery cycle. |
| IS014 | The SI shall have experience working in a prime and multi supplier outsourced |
| 13014 | environment so that they are able to deliver both the initial IT Solutions |
| | artefacts and support the subsequent programme delivery phases from an IT |
| | Solutions perspective. |
| IS015 | The SI shall upskill NS&I personnel so that all relevant colleagues are |
| 10010 | comfortable with IT Solutions responsibilities, outputs and their business |
| | impact. |
| IS016 | The SI shall maintain & oversee central Configuration Management Database |
| 10010 | (CMDB) for the integrated solution, including production and non-production |
| | assets. |
| IS017 | The SI shall provide dedicated resource to support IT Performance and |
| 10017 | Reporting activities. Including, but not limited to: |
| | Troporting doublinos. Inoldania, but not infilted to. |
| | Coordinating IT performance related meetings |
| <u> </u> | 1 Coolamating 11 portormation rolated informings |



| Ref | Requirement |
|-----|---|
| | Developing IT Performance Templates and Reports |
| | Creating and delivering IT Performance Reports |

SIAM Requirements

| Ref | Requirement |
|--------|--|
| ESM001 | The SI shall, on request, be able to provision additional resources to support the coordination and operation of defined Service integration and Management (SIAM) activities, including but not limited to: Service Transition Change Enablement Incident Management Release Management ServiceNow |

Service Design Requirements

| Ref | Requirement |
|-------|---|
| SD001 | The SI will appoint a Service Design Lead, who will work closely with NS&I's Head of Service Design and Service Development. |
| SD002 | The SI shall provide sufficient Service Design capabilities and experience to: Build on and further develop design ops, i.e. ownership of key artefacts, terminology, guides to usage by partner teams etc. Plan and run service design activities to drive improvements to services, aligning with teams across the business as part of a wider transformation programme Develop mapping, blueprints and other artefacts to help build understanding and consensus around how services work, where the opportunities are for improvement, and how improvements can be best achieved Ensure that design work is supported by high quality user research and testing |



Delivery and Performance Monitoring

Work Packages

At Contract Award the SI will be required to deliver the following work packages concurrently:

- 1. Mobilisation
- 2. Knowledge Transfer from incumbent Suppliers
- 3. Take on End to End Solution Design
- 4. Take on and development of the Integrated Plan

Mobilisation

At Contract Award the SI will deploy their core team to plan and deliver the initial work packages. The mobilisation activity will include:

- Briefing of all SI personnel on their contracted obligations and deliverables
- Finalisation of the knowledge transfer plan
- Finalisation of their plan to take on the end to end solution
- Finalisation of their plan to deliver the Integrated plan
- Completed all meetings and interviews with relevant NS&I personnel
- Identification and collection of relevant NS&I material to inform SI
- Identification of all key personnel of the Strategic Suppliers' personnel who will be required to support the SI
- Development of RACI/ToR for key areas, and how they will report on progress made
- Finalise the ways of working and collaboration tools used to work with NS&I and multiple suppliers

Knowledge Transfer from incumbent Suppliers

At Contract Award the SI will plan and effect knowledge transfer from the existing suppliers providing SI related services to enable the SI to deliver its other obligations. This knowledge transfer activity will include:

- Plan and undertake relevant meetings with NS&I and suppliers' personnel
- Identification and collection of all relevant material
- Review of all existing relevant material



Take on End to End Solution Design

The SI will perform the Mobilisation and Knowledge transfer activities to be able to take on and be responsible for the end to end solution of the Business Transformation Programme. The SI should review all the relevant material and produce a report for agreement by NS&I on the end to end design that:

- Confirms the SI is in a position to take on the end to end design
- Lists any design issues with associated detailed plans to resolve these within the current programme timescales
- Identifies any design efficiencies which could reduce the overall cost of the programme and/or risk to delivery
- Identifies any governance efficiencies or shortfalls with recommendations to resolve
- Identifies any resource gaps with proposals of how these might be addressed (and where relevant CVs of SI staff that could fulfil these roles
- Agreement with the Strategic Suppliers to any recommendations proposed

N.B. Considerable activity has already been undertaken on design with many artifacts already produced and therefore we consider that any gaps or issues will be minimal. We expect that the main purpose of this activity is for the SI to get themselves into a position that they are able to take responsibility and be accountable for the design on conclusion of this activity.

Take on and development of the Integrated Plan and associated artifacts

In parallel with the Take on End to End Solution Design the SI will review the overall programme plan. Utilising the supporting Strategic Suppliers and NS&I project plans to produce and agree an Integrated Plan. The plan must include the supporting approach that will deliver the Business Transformation Programme. The Integrated Plan will:

- Include Identification of all key milestones to track progress of the programme
- Be supported by and be coherent with Strategic Supplier project plans
- Identify risk, issues and assumptions with relevant activities to mitigate and resolve
- Be agreed by NS&I and the Strategic Suppliers through the relevant governance
- Identify any resource or activity gaps with proposals to resolve
- Identify opportunities to de-risk and accelerate delivery
- Identify SI work packages to support the delivery of the Integrated Plan

As part of this work package the SI will also produce:

- Updated Data Migration Strategy
- Updated Test and Environment strategy



Delivery Timescales

| Milestone/Deliverable | Description | Timeframe or Delivery Date |
|-----------------------|---|---|
| 1 | Mobilisation | Within 1 Month of Imple- mentation Services Com- mencement Date |
| 2 | Take over/ successful knowledge transfer from incumbent suppliers | Within 1 Month of Implementation Services Commencement Date |
| 3 | Take on of End to End Solution design | Within 1 Month of Imple- mentation Services Com- mencement Date |
| 4 | Delivery of the Integrated Plan | Within 2 Months of Implementation Services Commencement Date |

Subsequent Work Packages

The SI & NS&I will agree further work packages on a case by case basis as identified and agreed in the Integrated Plan. Work packages will be priced against the contractual rate card and agreed with NS&I Programme Director and Commercial Director.

Future work packages will be agreed substantially in the Statement of Work Template attached at Schedule 12 (to be agreed between Buyer and Supplier).

It is expected that a potential next work package will include:

- Develop and centralise the list of technical debt and proposed plans to remediate the debt
- Production of the E2E Tooling strategy
- Development of the E2E Solution design for Web/CCoC release
- List of consolidated solution gaps for Web/CCoC release

All the above to be completed within six months of Contract Award.

Contract Management

The SI will attend weekly Progress Meetings as stipulated by NS&I. Meetings may take place online or in person. Frequency of meetings may change to fortnightly once project is in progress.

Attendance at Progress Meetings shall be at the Supplier's own expense.



The SI shall provide monthly Progress Reports as stipulated by NS&I, such reports to include forecasts, based on current usage, of future Charges applicable during the Contract. NS&I reserves the right to request more frequent reports if necessary.

Base location

The base location for delivery of the services will be NS&I's Head Office, located at: Riverside House, 2A Southwark Bridge Road, London SE1 9HA.

Working arrangements will be comprised of a blend of virtual working and attendance at the base location, as stipulated by NS&I and in accordance with the NS&I hybrid working policy.

Visits to the following sites may also be required:

- NS&I sites in: Lytham, Durham and Glasgow.
- Delivery Partner location(s)

Supplier costs should be inclusive of travel and related expenses to the base location

Service Levels and Key Performance Indicators

Please refer to Attachment 2.2 for further details of Key Performance Indicators.

Security requirements

Secure Information Sharing

The nature of this project will require the exchange, and the creation, of sensitive materials.

Therefore NS&I requires the successful supplier to hold up to date Cyber Essentials Plus certification, throughout the duration of the contract.

Furthermore all supplier staff involved in delivery of the services must be vetted to Government Baseline Personnel Security Standard (BPSS) standard.

A small number of roles may require 'Security Clearance' - if required, NS&I will manage the SC vetting process for these roles.

The supplier will adhere to the requirements detailed within Appendix 1 NS&I Security Policy and Appendix 2 Offshoring Policy.

Security and Business Continuity Management

At the point of Contract Award, and on an annual basis thereafter, the selected supplier will be required to complete an annual Statement of Assurance survey. This enables NS&I to manage information security and ensure that we protect the interests and the legal rights of customers, visitors, staff and business partners whose information we may hold.



The aim of the assessment is to provide visibility of potential areas of risk which could detrimentally impact service delivery to NS&I.

Where any risks are identified, NS&I Security and Business Continuity officers will work with the supplier to establish remediation steps, which will strengthen the positions of both organisations. The supplier shall be required to take reasonable steps and use their best endeavours to comply with the Statement of Assurance process.

Offshoring

The Buyer may wish to utilise Supplier Group resources located outside of the United Kingdom to provide Services during the Term of the Contract. Further details and charges to be agreed via Change Control Procedure where required. Any such offshore services must be delivered in adherence to the NS&I Offshoring Information Assets Policy (Appendix 2).

- Implementation Services The Supplier will complete the four initial Work Packages as detailed in the Implementation Plan.
- Operational Services means:
 - a) the delivery of Work Packages agreed via Statements of Work (and excludes the Work Packages covered in the Implementation Plan, which constitute the Implementation Services); and
 - b) the infrastructure and staff required by the Supplier to provide the Statements of Work and achieve the Key Performance Indicators stated in Attachment 2.2 (Key Performance Indicators and Subsidiary Performance Indicators Tables)



Attachment 2.2 – Key Performance Indicators and Subsidiary Performance Indicators Tables





2. Subsidiary Performance Indicators – NOT USED

| No. | Subsidiary Performance Indicator Title | Definition | Frequency of Measurement | Severity Levels | Publishable Performance Information [Guidance: the Buyer must select at least three KPI/PIs which shall be publishable] |
|-----|---|---|--------------------------|--|--|
| PI1 | [Sustainability/ Efficiency indicators] | [See Attachment 2.1 (Services Description) of the Order Form] | | Target Performance Level: [xx%] Service Threshold: [xx%] | [YES/NO] |
| PI2 | [Vulnerability Patching Performance] | [See Attachment 2.1 (Services Description) of the Order Form] | | Target Performance Level: [xx%] Service Threshold: [xx%] | [YES/NO] |



The Key Performance Indicators and Subsidiary Performance Indicators that shall apply to the Optional Services are set out below:

3. Key Performance Indicators - NOT USED

| No. | Key Performance Indicator Title | | Frequency of Measurement | | Points | Publishable Performance Information [Guidance: the Buyer must select at least three KPI/PIs which shall be publishable] |
|------|------------------------------------|-----|--------------------------|---------------------------------|--------|---|
| KPI1 | [] | [] | | Target Performance Level: [] | 0 | [YES/NO] |
| | | | | Minor KPI Failure: [] | [1] | |
| | | | | Serious KPI Failure: [] | [2] | |
| | | | | Severe KPI Failure: [] | [3] | |
| | | | | Service Threshold: | [4] | |



4. Subsidiary Performance Indicators - NOT USED

| No. | Subsidiary Performance | Definition | Frequency of Measurement | Severity Levels | Publishable Performance Information |
|-----|---------------------------|------------|--------------------------|------------------------------|---|
| | Indicator Title | | | | [Guidance: the Buyer must select at least three KPI/PIs which shall be publishable] |
| PI1 | [] | [] | | Target Performance Level: [] | [YES/NO] |
| | | | | Service Threshold: [] | |



Attachment 2.3 – Environmental Requirements

TABLE A - Prohibited Items

The following consumer single use plastics are Prohibited Items:

Catering

- Single use sachets e.g. coffee pods, sauce sachets, milk sachets
- Take away cutlery
- Take away boxes and plates
- · Cups made wholly or partially of plastic
- Straws
- Stirrers
- Water bottles

Facilities

- Single use containers e.g. hand soap, cleaning products
- Wipes containing plastic

Office Supplies

- Plastic envelopes
- Plastic wrapping for brochures
- Paper or card which is bleached with chlorine

Packaging

- Single use plastic packaging from deliveries where avoidable e.g. shrink wrapped packaging from office supplier or facilities products.
- Single use carrier bags



TABLE B - Permitted Items - NOT USED

TABLE C – Sustainability Reports

| Report Name | Content of Report | Frequency of Report |
|--------------------------------|---|--|
| Greenhouse Gas Emissions | Indicate greenhouse gas emissions making use of the use of the most recent conversion guidance set out in 'Greenhouse gas reporting – Conversion factors' available online at https://www.gov.uk/guidance/measuring-and-reporting-environmental-impacts-guidance-for-businesses | On the anniversary of the Effective Date |



Attachment 2.4 – Information Management System

To be provided by the Supplier and agreed in accordance with Schedule 2.4 (Security Management).



Attachment 3 – Buyer Responsibilities





Attachment 4.1 – Supplier Solution

.



Attachment 4.2 – Commercially Sensitive Information



Commercially Sensitive Information

| No. | Date | Item(s) | Duration of Confidentiality |
|-----|------------|---|---|
| 1 | 30/05/2025 | Details of the Supplier's methodologies, policies, and processes. The methodologies, policies and processes remain confidential and commercially sensitive to the Supplier and if such information was disclosed it could be commercially damaging to the Supplier. All information relating to limits of liability, daily fee rates, pricing and charging mechanisms contained in the Call-Off Contract. Disclosure of which may provide affect the Supplier's competitive position. As a result, the Supplier considers this information to be a 'trade secret'. The terms of the Supplier's insurance are strictly confidential and if such information was disclosed it could be commercially damaging to the Supplier. All details relating to personnel including but not limited to the numbers of resources with specific skills, numbers of security cleared staff, staff terms and conditions of employment and staff selection methods are used for the purpose of managing the Supplier's resources to secure trade and generate profit and provides the Supplier with a competitive advantage. If such information was disclosed, it could be commercially damaging to the Supplier. Any information relating to other customers of the Supplier that has been obtained as a result of procuring the Services (including pre-contract references). | 7 years following Implementation Services Commencement Date |



Attachment 4.3 – Notified Key Sub-Contractors

- 1 In accordance with Clause 15.10A (*Appointment of Key Sub-contractors*), the Supplier is entitled to sub-contract its obligations under this Contract to the Key Sub-contractors listed in the table below.
- 2 The Parties agree that they will update this Attachment periodically to record any Key Subcontractors appointed by the Supplier with the consent of the Buyer after the Effective Date for the purposes of the delivery of the Services.





Attachment 4.4 – Third Party Contracts – NOT USED

- 1 The contracts listed in the table below constitute Third Party Contracts entered into exclusively for the purposes of delivering the Services.
- **2** The Supplier shall be entitled to update this Attachment in accordance with Clause 15.5 (Appointment of Sub-contractors).

| Third party supplier name and address (if not the same as the registered office) | Registered office and company number | Related product/service description |
|--|--------------------------------------|-------------------------------------|
| | | |



Attachment 5 - Software NOT APPLICABLE

The Software below is licensed to the Buyer in accordance with Clauses 16 (*Intellectual Property Rights*) and 17 (*Licences Granted by the Supplier*).

The Parties agree that they will update this Attachment 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.

1 SUPPLIER SOFTWARE

The Supplier Software includes the following items:

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

2 THIRD PARTY SOFTWARE

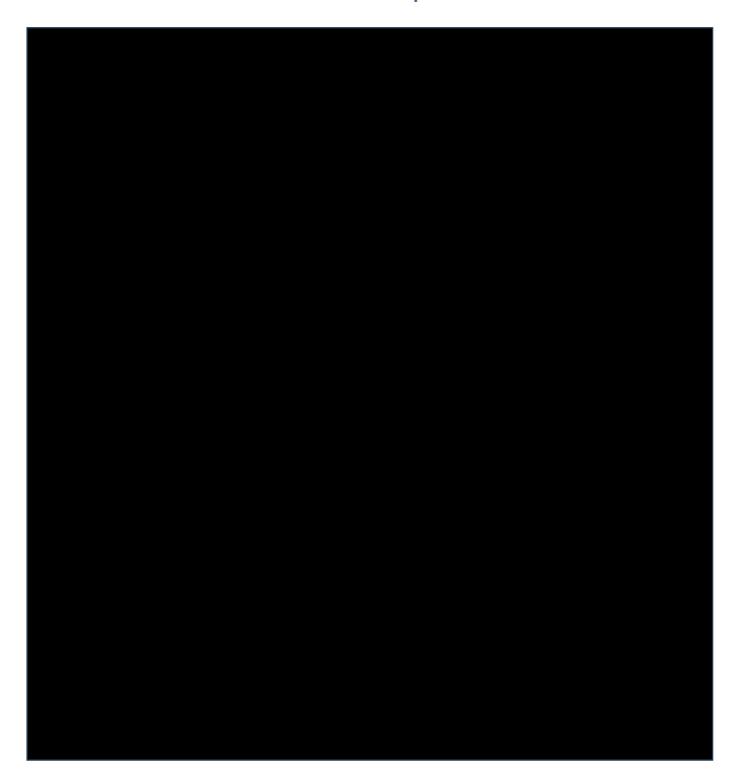
The Third Party Software shall include the following items:

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





Attachment 6.1 – Outline Implementation Plan





Attachment 6.2 – Test Success Criteria - Not Applicable

1. Tests to be Achieved in order to Achieve the ATP Milestone

| Test | Pre-conditions* | Test Success Criteria |
|--|-----------------|-----------------------|
| [List all Tests relating to ATP Milestone] | | |
| | | |

^{*} Note: The Pre-Conditions are that e.g. the Success Criteria for the previous Tests must be satisfied before the ATP Milestone tests are commenced

2. Tests to be Achieved in order to Achieve a CPP Milestone

| CPP Milestone Charge No. | Test | Test Success Criteria |
|--------------------------|---|-----------------------|
| | [List all Tests relating to CPP Milestone Charge No.] | |
| | | |



Attachment 7.1 – Charges

Part A - Pricing Mechanism

TABLE 1: SUPPLIER PERSONNEL RATE CARD FOR CALCULATION OF TIME AND MATERIALS CHARGES





TABLE 2: MAXIMUM TIME AND MATERIALS CHARGES - NOT USED

| Charge Number | Maximum Time and Materials Charges (the cap) (£) | | | | | |
|---|--|--|--|--|--|--|
| [Service Line 1] | | | | | | |
| [e.g. S1M1] | | | | | | |
| [e.g. S2M2] | | | | | | |
| [Service Line 2] | | | | | | |
| [e.g. S2M1] | | | | | | |
| [e.g. S2M2] | | | | | | |
| [Service Line [X] - insert further rows as necessary] | | | | | | |



TABLE 3: DAY COST FOR CALCULATION OF GUARANTEED MAXIMUM PRICE WITH TARGET COST CHARGES - NOT USED

| Supplier Personnel Grade | Day Cost (£) |
|--------------------------|-----------------|
| | |
| | |

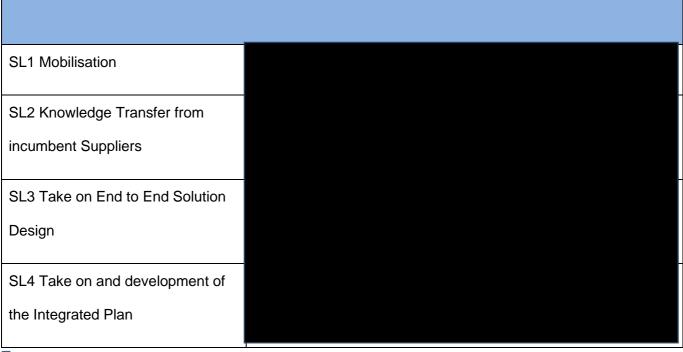
TABLE 4: GUARANTEED MAXIMUM PRICE WITH TARGET COSTS CHARGES - NOT USED

| Charge Number | Milestone Group (if applicable) | Target Cost (£) | Target Price (£) | Guaranteed Maximum Price (110% of Target Price) (£) | | |
|---|---------------------------------------|-----------------|------------------|---|--|--|
| [Service Line 1] | | | | | | |
| [e.g. SL1M1] | [e.g. S1MG1] | | | | | |
| [e.g. SL2M2] | [e.g. S1MG2] | | | | | |
| [Service Line 2] | | | | | | |
| [e.g. SL2M3] | [e.g. S2MG1] | | | | | |
| [e.g. SL2M4] | [e.g. S2MG2] | | | | | |
| [Service Line [X] – insert further rows as necessary] | | | | | | |

TABLE 5: FIXED PRICES

| Charge | Fixed Charge (£ excluding VAT) |
|--------|--------------------------------|
| | |





To

TABLE 6: FIRM PRICES - NOT USED

| Charge | Firm Charge (£) | | | | |
|---|-----------------|--|--|--|--|
| [Service Line 1] | | | | | |
| [e.g. SL1M4] | | | | | |
| [e.g. SL1MS3] | | | | | |
| [Service Line 2] | | | | | |
| [e.g. SL2M4] | | | | | |
| [e.g. SL2MS3] | | | | | |
| [Service Line [X] – insert further rows as necessary] | | | | | |



TABLE 7: VOLUME CHARGES - NOT USED

| Charge Number | Unit | Nun | nber of Service I | units per Period | | Charge per unit (£) |
|------------------|------|-----|----------------------|---------------------|---|---------------------|
| [Service Line 1] | | | | | | |
| [e.g. SL1VC1] | | [|] - [|] | [|] |
| | | [|] - [|] | [| 1 |
| | | [|]-[|] | [| 1 |
| [e.g. SL1VC2] | | [|]-[|] | [| 1 |
| | | [|] - [|] | [| 1 |
| | | [|] - [|] | [| 1 |
| [e.g. SL1VC3] | | [|] - [|] | [|]-[] |
| | | [|] - [|] | [|]-[] |
| | | [|] - [|] | [|]-[] |
| [Service Line 2] | | | | | | |
| [e.g. SL2VC1] | | [|] - [|] | [| 1 |
| | | [|] - [|] | [|] |
| | | [|] - [|] | [| 1 |



| [e.g. SL2VC2] | [|] - [|] | [] |
|---------------|---|-------|---|---------|
| | [|] - [|] | [] |
| | [|] - [|] | [] |
| [e.g. SL2VC3] | [|] - [|] | []-[] |
| | [|] - [|] | []-[] |
| | [|]-[|] | []-[] |

[Service Line [X] – insert further rows as necessary]



Part B - Charging Mechanism and Adjustments

TABLE 1: MILESTONE PAYMENTS AND DELAY PAYMENTS

| Charge Number | Pricing Mechanis m (FIX / | CPP Milestone Charge Number | Delay Payments (if Key Milestone) (£ per day) – Not Applicable | | |
|-------------------------|---------------------------------|--------------------------------------|--|--------------------------|-------------------|
| | FIRM / GMPTC / T&M) | | <3 months' notice | 3-6 months' notice | >6 months' notice |
| Service Line 1 | | | | | |
| Mobilisation | FIX | n/a | | | |
| Service Line 2 | | | | | |
| Knowledge Transfer from | FIX | n/a | | | |
| incumbent Suppliers | | | | | |
| Service Line 3 | | | | | |
| Take on End to End | FIX | n/a | | | |
| Solution Design | | | | | |
| Service Line 4 | | | | | |
| Take on and development | FIX | n/a | | | |
| of the Integrated Plan | | | | | |

TABLE 2: SERVICE CHARGES – Not Used. Service Charges will be agreed for each Work Package in its respective Statement of Work.



| Charge Number | Pricing Mechanism (VOL / FIX / T&M) | Service Charge Trigger Event | Service Charge Expiration Trigger Event |
|------------------|---|-----------------------------------|--|
| [Service Line 1] | | | |
| [e.g. SL1C1] | [VOL] | [e.g. Achievement of Milestone 4] | |
| [e.g. SL1C2] | [FIX] | | |
| [Service Line 2] | | | |
| [e.g. SL2C1] | [VOL] | [e.g. Achievement of Milestone 4] | |
| [e.g. SL2C2] | [FIX] | | |

TABLE 3: OPTIONAL SERVICES MILESTONE PAYMENTS - Not Used

| Charge Number | Pricing Mechanism (FIX / FIRM / GMPTC / T&M) | CPP Milestone Charge Number | Delay Payments (if Key Milestone) (£ per day) |
|---------------|---|--------------------------------|---|
| [e.g. OMS1] | [FIRM] | [e.g. OMS2] | |
| [e.g. OMS2] | [FIRM] | [e.g. OMS2] | |

TABLE 4: OPTIONAL SERVICES SERVICE CHARGES - Not Used



| Charge Number | Pricing Mechanism (VOL / FIX / T&M) | Service Charge Trigger Event | Service Charge Expiration Trigger Event |
|---------------|---|-----------------------------------|--|
| [e.g. OSC1] | [VOL] | [e.g. Achievement of Milestone 6] | |
| [e.g. OSC2] | [FIX] | | |



Part C - Risk Register





Part D – Allowable Assumptions – to be completed by the Supplier within 30 days of a Buyer request.





Attachment 7.2 – Maximum Payments on Termination

The maximum amount of the Unrecovered Payment, Breakage Costs Payment and Compensation Payment that the Buyer shall be liable to pay to the Supplier pursuant to this Contract shall not exceed.



Attachment 7.3 – Approved Benchmarkers

Hackett

APQC

Gartner

ISG



Attachment 7.4 - Financial Distress

Part A - Financial Indicators

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

| Financial Indicator | Calculation ¹ | Financial Target Threshold: | Monitoring and Reporting Frequency [if different from the default position set out in Paragraph 2.3(b) of Schedule 7.4 (Financial Distress)] |
|---------------------|---|--|--|
| 5 Acid Ratio | Acid Ratio = (Current Assets – Inventories) / Current Liabilities | Above 1.0 for each of the last two (2) years | Tested and reported yearly in arrears within ninety (90) days of each accounting reference date based upon figures at the relevant accounting reference date |

Key: ¹ – See Annex 3 of this Schedule which sets out the calculation methodology to be used in the calculation of each Financial Indicator.

2. Monitored Suppliers

| Monitored Supplier | Applicable Financial Indicators (these are the Financial Indicators from the table in the table immediately above in Part A of this Attachment which are to apply to the Monitored Suppliers) |
|--------------------|---|
| | Acid Ratio |



Part B - Rating Agencies

Dun & Bradstreet

The Buyer shall have the right to replace Dun & Bradstreet with an alternative Credit Referencing Agency should the Buyer or UK Government change its preferred Credit Rating Agency platform.

- Rating Agency 1 Dun and Bradstreet
 - o Failure Score of 55 or below

Part C - Credit Ratings

| Entity | Credit Rating Threshold |
|------------------|-------------------------|
| Capgemini UK PLC | D&B Failure Score of |
| | D&B Failure Score of |



- Part D Calculation Methodology for Financial Indicators
- 1.1 The Supplier shall ensure that it uses the following general and specific methodologies for calculating the Financial Indicators against the Financial Target Thresholds:

General methodology

- Terminology: The terms referred to in this Attachment 7.4 (Financial Distress) are those
 used by UK companies in their financial statements. Where the entity is not a UK
 company, the corresponding items should be used even if the terminology is slightly
 different (for example a charity would refer to a surplus or deficit rather than a profit or
 loss).
- 2. **Groups**: Where the entity is the holding company of a group and prepares consolidated financial statements, the consolidated figures should be used.
- Foreign currency conversion: Figures denominated in foreign currencies should be converted at the exchange rate in force at the relevant date for which the Financial Indicator is being calculated.
- 4. **Treatment of non-underlying items**: Financial Indicators should be based on the figures in the financial statements before adjusting for non-underlying items.

Specific Methodology

| Financial | Specific Methodology |
|------------|---|
| Indicator | |
| | |
| 5 | All elements that are used to calculate the Acid Ratio are available on the face of |
| Acid Ratio | the Balance Sheet in a standard set of financial statements. |



Attachment 7.6 – Anticipated Savings

This Attachment 7.6 defines the key benefit categories in which savings are anticipated.

| Ref. | Benefit Category | Indicative amount (£k) | Timescale |
|------|---|---------------------------|---------------------|
| 1 | Supplier will seek to identify opportunities for continuous improvement and cost savings throughout the Term. | N/A | Throughout the Term |



Attachment 8.1 – Representation and Structure of Boards

Note – this is a non-exclusive list. The Supplier may be required to attend other forums as necessary in the execution of their work packages.

Durations are approximate and may vary according to agenda load. The governance structure is under constant review and can be varied at any time to meet Programme or Business needs at that point in the Programme lifecycle.

The Supplier will also be required to participate in, and co-operate with, audits and other reviews of the Programme by external bodies from time to time.

The Supplier may also be required to participate in internal communications, including occasional awaydays and more regular team briefing sessions.

Senior Management Forums (eg. ExCo, Audit & Risk Committee, Risk Management Committee, Board Transformation Sub-Committee, NS&I Board) Attendance only as required – to be advised on a case by case basis.

| Buyer Chairperson | Varies – generally CEO (Chair) | |
|-------------------|---|--|
| Supplier Members | Integration Lead and supporting contributions as required | |
| Start Date | Within one month of Implementation Services Commencement Date | |
| Frequency | Monthly (NS&I Board every two months, ARC & RMC every quarter). | |
| Location | Hybrid | |

Programme Board (Part A with Suppliers, Part B without Suppliers) Attendance will generally be necessary – to be advised if not required

| Buyer Chairperson | SRO | |
|-------------------|---|--|
| Supplier Members | Integration Lead and supporting contributions as required | |
| Start Date | Within one month of Implementation Services Commencement Date | |
| Frequency | Monthly – 3 hours | |



| Location | Hybrid |
|----------|--------|
|----------|--------|

Programme Weekly Status Review Attendance will generally be necessary

| Buyer Chairperson | Delivery Director / Delivery Lead (which might be Supplier) | |
|-------------------|---|--|
| Supplier Members | Release Managers | |
| Start Date | Within one month of Implementation Services Commencement Date | |
| Frequency | Weekly – 1½ hours | |
| Location | Hybrid | |

Change Board

Regular attendance may be required – to be agreed. Attendance is required if Supplier is proposing a Change to an external supplier.

| Buyer Chairperson | Assistant Director, Change | |
|-------------------|---|--|
| Supplier Members | Release Leads, Change Co-ordination Lead, plus any other support as require | |
| Start Date | Within one month of Implementation Services Commencement Date | |
| Frequency | Weekly – 45 minutes | |
| Location | Hybrid | |

Risk 1:1s & Risk Review Forums

Attendance will generally be necessary

| Buyer Chairperson | PMO Risk Team (which could include Supplier) |
|-------------------|---|
| Supplier Members | Release Leads, Risk Specialists plus any other support as required. |



| Start Date | Within one month of Implementation Services Commencement Date | |
|------------|---|--|
| Frequency | Fortnightly (TBC) – 1 hour | |
| Location | Hybrid | |

Release Boards

Attendance will generally be necessary

| Buyer Chairperson | Release Manager (NB. This could be a supplier Chairperson) |
|-------------------|---|
| Supplier Members | Release Team as appropriate |
| Start Date | Within one month of Implementation Services Commencement Date |
| Frequency | Fortnightly (TBC) – 1 hour |
| Location | Hybrid |

Technical Design Authority

Attendance will generally be necessary

| Buyer Chairperson | Assistant Director, Information Technology, Chairperson | | |
|-------------------|---|--|--|
| Supplier Members | Architects | | |
| Start Date | Within one month of Implementation Services Commencement Date | | |
| Frequency | Monthly | | |
| Location | Hybrid | | |



Business Design Authority

Attendance only as required

| Buyer Chairperson | Assistant Director, Retail | |
|-------------------|---|--|
| Supplier Members | Business Architects, Business SMEs | |
| Start Date | Within one month of Implementation Services Commencement Date | |
| Frequency | Monthly (1 hour) | |
| Location | Hybrid | |

Enterprise Design Authority

Attendance only as required (to talk to escalated items and design exceptions)

| Buyer Chairperson | SRO |
|-------------------|---|
| Supplier Members | Architects, Business Architects |
| Start Date | Within one month of Implementation Services Commencement Date |
| Frequency | Monthly |
| Location | Hybrid |

Technical Integration Group

Attendance will generally be necessary

| Buyer Chairperson | Assistant Director, Information Technology, Chairperson |
|-------------------|---|
| Supplier Members | Integration Lead, Test Leads, and business SMEs. |
| Start Date | Within one month of Implementation Services Commencement Date |
| Frequency | Bi-Monthly |



| Location | Hybrid |
|----------|--------|
| | |

Attendance at additional working groups (details to be confirmed) will also be required.





Attachment 8.4 – Transparency Reports and Records to Upload to Virtual Library

Part A - Transparency Reports

| TITLE | CONTENT | FORMAT | FRE- QUENCY |
|--|--|-----------------------------|----------------|
| Charges | To be agreed with the Buyer to include review of contract spend and forecasting. | To be agreed with the Buyer | Quarterly |
| Major Sub-con- tractors | To be agreed with the Buyer to include status of Sub-contractors including those for supply chains where significant contract value/critical activity rests with Sub-contractors | To be agreed with the Buyer | Quarterly |
| Technical | To be agreed with the Buyer to include reporting on the technical environment. | To be agreed with the Buyer | Quarterly |
| Performance and performance management | To be agreed with the Buyer to include reporting on performance against performance metrics and plans for management of underperformance | To be agreed with the Buyer | Monthly |
| Social value | Reporting on performance against social value obligations | To be agreed with the Buyer | Quarterly |
| Customer Satis- faction Index | Reporting on performance in Customer Satisfaction Index | To be agreed with the Buyer | Annual |
| Knowledge Trans- fer | Knowledge transfer reports | To be agreed with the Buyer | Monthly |

Additional reports may be requested by the Buyer if deemed necessary.



Part B - Records to Upload to Virtual Library

| Applicable Clause/ Paragraph | Required Data | Format of Data | Initial Upload Date | Update Requirement | Access Permission and Access Event (where applicable) |
|--|---|--|---|--|---|
| Attachment 2.1 Services Description | Knowledge Transfer | As appropriate and agreed by the Buyer | Within ten working days following completion of each Work Package. | n/a | Buyer |
| Cl.5.5 (e), (f) 17.1(a), 17.2(a)(ii) | Documentation | As appropriate and agreed by the Buyer | Within seven (7) days of the issue of a Milestone Achievement Certificate in respect of the relevant Deliverable. | - | Buyer |
| Cl 14.3 | Key Personnel | Attachment 9.2 | Effective Date | On replacement of Key Personnel | Buyer |
| Sch 2.2,Part B Para 2.3 | Performance Monitoring Report and the Balanced Scorecard Report | Sch 2.2, Part B | Service Commencement | Within ten (10) Working Days of the end of each Service Period | Buyer |
| Sch 2.4, Para 4 | Core Information Management System Diagram | Attachment 2.4 | Operational Services Commencement Date | Any update, annually and after any of the events in para 6.13 | Buyer |
| Sch 2.4, Para 6 | Risk Management Documentation | Sch 2.4, Annex 3 | Operational Services Commencement Date | Any update, annually and after any of the events in Schedule 2.4, para 6.13 of | Buyer |
| Cl 22 | Commercially Sensitive Information | Attachment 4.2 | Effective Date | Upon Contract by the Buyer to vary the information | Buyer and/or Auditor |



| Applicable Clause/ Paragraph | Required Data | Format of Data | Initial Upload Date | Update Requirement | Access Permission and Access Event (where applicable) |
|------------------------------------|---|--|--|--|---|
| Cl 15.7 | Notified Key Subcontractors | Attachment 4.3 | Effective Date | On replacement of key subcontractor | Buyer |
| CI 15.5 | Third Party Contracts | Attachment 4.4 | Effective Date | On appointment of subcontract | Buyer |
| CI 15.6 | Notified Key Sub-Contractors | Attachment 4.3 | Effective Date | With each approved appointment or variation | Buyer |
| CI 15.23 | Supply chain Transparency Information Reports | Sch 8.4, Annex 4 | thirty days prior to the of the end of each financial year | Every twelve (12) months | Buyer |
| Cl 16,17 | Software | Sch 5 and Attachment 5 | Operational Services Commencement Date | Upon Contract by the Buyer to vary the information | Buyer |
| CI 6.4 | Detailed Implementation Plan | Sch 6.1 | Within 20 Working Days of Effective Date | Every 3 months from Effective Date | Buyer |
| Sch 6.2, Para 4 | Test Strategy | As appropriate and agreed by the Buyer | Within 20 Working Days of Effective Date | Upon update to the test strategy | Buyer |
| Sch 6.2, Para 5 | Test Plan | As appropriate and agreed by the Buyer | 20 prior Working Days of relevant test | Upon update to the test plan | Buyer |
| Sch 6.2, Para 8 | Test Specification | As appropriate and agreed by the Buyer | 10 prior Working Days of relevant test | Upon update to the test specification | Buyer |
| Sch 6.2, Para 8 | Test Report | As appropriate and agreed by the Buyer | 2 Working Days prior to the date on which the test is planned to end for the Draft Test Report | Reissue with each retest | Buyer |



| Applicable Clause/ Paragraph | Required Data | Format of Data | Initial Upload Date | Update Requirement | Access Permission and Access Event (where applicable) |
|------------------------------------|--|--|--|---|---|
| | | | 5 days for the Final Test Report following the relevant test completion | | |
| Sch 7.1, Part E Para 1.1 | Template Invoice | As appropriate and agreed by the Buyer | Within 10 Working Days of the Effective Date | Upon Contract by the Buyer to vary the template | Buyer |
| Sch 7.1, Annex 4 | Risk Register | Attachment 7.1 (Part C) | Effective Date | Upon Contract by the Buyer to vary the by the Risk Management Board | Buyer |
| Sch 7.3, Para 5 | Benchmarking Plan | Sch 7.3 | Upon receipt from Benchmarker | Approval of Plan | Buyer and Auditor |
| Sch 7.3, Para 5 | Benchmarking report | Sch 7.3 | Upon receipt from Benchmarker | Any update | Buyer and Auditor |
| Sch 7.4 Para 2.3(b) | Financial Indicator Reports | Sch 7.4 para 2.5 | As specified in para 2.3(b) of Sch 7.4 | As specified in para 2.3(b) of Sch 7.4 | Buyer |
| Sch 7.4 Para 4.3(b) | Financial Distress Remediation Plan | As appropriate and agreed by the Buyer | As soon as reasonably practicable and in any event within 10 Working Days of initial notification or awareness of a Financial Distress Event | On a regular basis (not less than fortnightly) | Buyer |
| Sch 7.5, Part B, para 1.2 | Contract Amendment Report | Sch 7.5, Part B, para 1.2 | Within 1 month of a material change being agreed | | Buyer |



| Applicable Clause/ Paragraph | Required Data | Format of Data | Initial Upload Date | Update Requirement | Access Permission and Access Event (where applicable) |
|------------------------------------|---|--|--|--|---|
| Р | Quarterly Contract Report | Sch 7.5, Part B, para 1.2 | Within 1 month of the end of each Quarter | | Buyer |
| Sch 7.5, Part B, para 1.2 | Annual Contract Report | Sch 7.5, Part B, para 1.2 | Within 1 month of the end of the Contract Year to which that report relates | | Buyer |
| Sch 7.5 Part B, para 1.2 | Financial Reconciliation Report | Sch 7.5,Part B, para 1.2 | Within 6 months after the end of the Term | | Buyer |
| Sch 8.1, Para 3.3 | Representation and Structure of boards | Attachment 8.1 | Within 7 days of receipt of intention, or in the case of a non-Buyer board member agreement by the Buyer | | Buyer |
| Sch 8.1, Para 3.5(e) | Minutes of governance meetings (all boards) | As appropriate and agreed by the Buyer | Within 7 days of receipt from chairperson | | Buyer |
| Sch 8.2 Para 4.3 | Impact Assessment Estimate | As appropriate and agreed by the Buyer | Within 10 Working Days of date of receiving change request. | | Buyer |
| Sch 8.2 Para 5 | Impact Assessment | As appropriate and agreed by the Buyer | Within the period agreed by the Impact Assessment Estimate | Within 10 Working Days of request by the Buyer to update under Schedule 8.1 Para 5.7 | Buyer |



| VICE | 1 | 1 | T . | 1 | |
|------------------------------------|---|--|---|---|---|
| Applicable Clause/ Paragraph | Required Data | Format of Data | Initial Upload Date | Update Requirement | Access Permission and Access Event (where applicable) |
| Sch 8.2, Para 2.6 | Update full copy of the Contract and copy of annotated version illustrating changes | PDF and MS Word (editable) | Signature of Variation Date | Any variation | Buyer |
| Sch 8.2, Para 4 | Change Request | Sch 8.2, Annex 1 | Within 10 working days of Buyer issuing the Change Request | | Buyer |
| Sch 8.3, Para 2.1 | Dispute Notice | Sch 8.3 Para 2.2 | No longer than 20 Working Days from an unresolved dispute arising | Any variation | Buyer |
| Sch 8.3, Para 2.4 | Mediation Notice | As appropriate | When first served | Any variation | Buyer |
| Sch 8.4, Para 1 | Reports and Records Provisions | Sch 8.4, Annex 1 | Within 3 months of the Effective Date | Frequency specified in Sch 8.4, Annex 1 | Buyer |
| Sch 8.5, Para 2.1 (a) | Register of All Assets, Sub- contracts and Other Relevant Contracts | As appropriate and agreed by the Buyer | Within 3 months of the Effective Date | Any variation | Buyer |
| Sch 8.5, Para 2.1 (b) | Configuration Database of Technical Infrastructure and Operating Procedures | As appropriate and agreed by the Buyer | Within 3 months of the Effective Date | Any variation | Buyer |
| Sch 8.5, Para 3.1 | Exit Information | As appropriate and agreed by the Buyer | On reasonable notice given by the Buyer at any point during the Term | Within 10 Working Days of Buyer's written request | Buyer and its potential Replacement Suppliers |



| <u>vice </u> | | | | | |
|---|---|---|--|---|---|
| Applicable Clause/ Paragraph | Required Data | Format of Data | Initial Upload Date | Update Requirement | Access Permission and Access Event (where applicable) |
| Sch 8.5, Para 4.1 | Exit Plan | Sch 8.5, Para 4.3 | Within 3 months of the Effective Date | In the first month of each contract year; and Within 14 days if requested by the Buyer following a Financial Distress Event Within 20 days after service of Termination Notice or 6 months prior to expiry of the Contract. | Buyer |
| Sch 8.5, Para 5.7 (b) | Buyer Data (handback) | Sch 8.4, Para 3 and/or as appropriate and agreed by the Buyer | At the end of the Termination Assistance Period | - | Buyer |
| Sch 8.5, Annex 1, Para 1, Para 1.3 & Para 1.4 | Termination Services supporting documentation and knowledge transfer material | As appropriate and agreed by the Buyer | As specified in the Termination Assistance Notice and in any event prior to the end of the Termination Assistance Period | As specified in the Termination Assistance Notice or otherwise requested by the Buyer | |
| Sch 8.6 Service Continuity | Service Continuity Plan | Sch 8.6, Para 2.2 | Within 40 days from the Effective Date | Sch 8.6, Para 7.1 | Buyer |
| Sch 8.6, Para 6.2 | Service Continuity Plan Review Report | Sch 8.6, Para 6.2 | Within 20 Working Days of the conclusion of each review of the Service Continuity Plan. | | |



| VICE | | | | | |
|------------------------------------|--|--|---|---|---|
| Applicable Clause/ Paragraph | Required Data | Format of Data | Initial Upload Date | Update Requirement | Access Permission and Access Event (where applicable) |
| Sch 8.6 | Corporate Resolution Planning Information | Sch 8.6, Para 11.3 | Sch 8.6 Part 2 Para 11.2 | Sch 8.6, Para 11.8 | Buyer |
| Sch 7.4 Para 8 | Board Confirmation | As set out at Annex 5 of Sch 7.4 | Within 120 days of the first Accounting Reference Date to occur | Within 15 months of the previous Board Confirmation provided or within 120 days after each Accounting Reference Date (whichever is the earlier) | Buyer |
| Sch 9.1, Part E, Para 1.1 | Supplier's Provisional Supplier Personnel List and, Staffing Information | As appropriate and agreed by the Buyer | Sch 9.1, Para 1.1 A-D | At such intervals as are reasonably requested by the Buyer | Buyer |
| Sch 9.1, Part E, Para 1.2 | Supplier's Final Supplier Personnel List | As appropriate and agreed by the Buyer | At least 20 Working Days prior to the Service Transfer Date | Upon any material change to the list of employees | Buyer and, at the discretion of the Buyer, the Replacement Supplier and/or any Replacement Subcontractor |
| Sch 9.1, Part E, Para 1.6 | Information relating to the manner in which the services are organised | As appropriate and agreed by the Buyer | Effective Date | | Buyer |
| Sch 9.1, Part E, Para 1.7 | Payroll and benefits information | As appropriate and agreed by the Buyer | Within 5 Working Days following the Service Transfer Date | - | Buyer, any Replacement Supplier and/or |



| Applicable Clause/ Paragraph | Required Data | Format of Data | Initial Upload Date | Update Requirement | Access Permission and Access Event (where applicable) Replacement |
|------------------------------------|--|--|----------------------|------------------------------|---|
| | | | | | Sub-contractor |
| Sch 9.1, Annex | List of Notified Sub- contractors | As appropriate and agreed by the Buyer | Effective Date | Upon any change | Buyer |
| Sch 9.2 | Key Personnel | Attachment 9.2 | Effective Date | As amended from time to time | Buyer |
| Sch 11, Annex Para 2.1 | Reports on Data Subject Access Requests | As appropriate and agreed by the Buyer | As agreed with Buyer | As agreed with Buyer | Buyer and Supplier |



Attachment 9.1 – List of Notified Sub-Contractors





Attachment 9.2 – Key Personnel

| Key Role | Name of Key Personnel | Responsibilities/A uthorities | Phase of the project during which they will be a member of Key Personnel | Minimum period in Key Role |
|----------|-----------------------------|--|--|-------------------------------|
| | | Working in partnership with the NS&I Delivery Director to shape, drive and lead the SI. | For the Term of the Contract | n/a |
| | | Oversight of programme delivery and management of the wider programme. | For the Term of the Contract. | n/a |
| | | Oversight of enterprise architectural services and solution design | For the Term of the Contract. | n/a |
| | | Oversight of SI service delivery and reporting. Part of the delivery enablement function | For the Term of the Contract. | n/a |
| | | Part of delivery enablement function and responsible for client relationship | For the Term of the Contract. | n/a |



Attachment 11 – Processing Personal Data NOT USED

This Attachment 11 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

- 1.1.1.1 The contact details of the Buyer's Data Protection Officer are: [Insert Contact details]
- 1.1.1.2 The contact details of the Supplier's Data Protection Officer are: [Insert Contact details]
- 1.1.1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 1.1.1.4 Any such further instructions shall be incorporated into this Attachment 11.

| Description | Details |
|---|---|
| Identity of Controller for each Category of Personal Data | The Buyer is Controller and the Supplier is Processor The Parties acknowledge that in accordance with Clause 23.2 to 23.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data: |
| | [Insert the scope of Personal Data for which the purposes and means of the processing by the Supplier is determined by the Buyer] |
| | The Supplier is Controller and the Buyer is Processor |
| | The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with Clause 23.2 to 23.15 of the following Personal Data: |
| | • [Insert the scope of Personal Data for which the purposes and means of the processing by the Buyer is determined by the Supplier] |
| | The Parties are Joint Controllers |
| | The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of: |
| | • [Insert the scope of Personal Data for which the purposes and means of the processing is determined by both Parties together] |
| | 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, |



| r <u>vice</u> | | | |
|--|--|--|--|
| | Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under this Contract). | | |
| | [Insert the scope of other Personal Data provided by one Party who is Data Controller to the other Party who will separately determine the nature and purposes of its processing the Personal Data on receipt. | | |
| | e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Buyer cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Buyer] | | |
| Duration of the processing | [Clearly set out the duration of the processing including dates] | | |
| Nature and purposes of the processing Type of Personal Data | [Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc] [Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc] | | |
| Categories of Data Subject | [Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc] | | |
| 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 | [Describe how long the data will be retained for, how it be returned or destroyed] | | |



Attachment 12 - Statement of Work Template

STATEMENT OF WORK (SOW)

| Contract Reference: | 24-F-23 |
|---------------------|--|
| Contract Title: | System Integration and Programme Management Services |
| Via: | CCS RM6100 Technology Services 3 framework, Lot 4 |
| THE BUYER: | [Insert Buyer's name] |
| THE SUPPLIER: | [Insert name of Supplier] |
| | |

This statement of work is agreed under the terms of ref: 24-F-23, System Integration and Programme Management Services (the "Contract"). Any defined terms used in this statement of work have the meaning given to them in the Contract, unless otherwise defined in this statement of work.

Upon execution, this SOW forms part of the Contract and will be governed by the agreed CCS RM6100 Lot 4 Call-Off Terms and Order Form.

The Parties will execute a SOW for each set of Deliverables required. Any ad-hoc Deliverables or requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the scope and provisions of the Contact.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

| Title of work package | |
|-----------------------|--------|
| SOW ID | SOW001 |
| Start date | |
| End date | |
| Purchase order number | |



1. Scope

The below listed items comprise the scope for this statement of work. Any changes to the below agreed scope must be agreed in writing between the parties.

| ID | Scope Item | Related Deliverables |
|-----|--|-------------------------|
| S01 | [Guidance: Scope items should clearly state the work to be carried out and, where relevant, state the Deliverables resulting from the Scope item.] | DL01 |
| | | |

2. Deliverables

The below listed items comprise the deliverables for this SOW. A deliverable must meet its acceptance criteria to be considered as having been delivered. Any disputes relating to whether a deliverable has been delivered under the SOW will be resolved via the Dispute Resolution Procedure.

| ID | Deliverable | Acceptance Criteria | Required by date |
|------|---|---------------------|------------------|
| DL01 | [Guidance: provide as much detail as | | |
| | possible of what is being delivered to | | |
| | avoid ambiguity or dispute around | | |
| | whether the work has been delivered | | |
| | (e.g. if the deliverable is a document, | | |
| | state whether a draft or final version is | | |
| | expected, what needs to be contained | | |
| | in the document as a minimum, and | | |
| | what file format or structure the | | |
| | document should be in).] | | |
| | | | |

3. Milestones

The below listed items comprise the milestones for this SOW. For a milestone to have been achieved all deliverables defined for the milestone must have met their acceptance as stated in section 2 (Deliverables) of the SOW.

| ID | Deliverable | Deliverables | Required by date |
|------|--|--------------|------------------|
| DL01 | [Guidance: each milestone must be | | |
| | tied to one or more deliverable(s) of | | |
| | the SOW and accordingly the 'required | | |
| | by date' for the milestone should not | | |
| | be earlier than the last 'required by | | |
| | date' for any deliverable which makes | | |
| | up part of the milestone. Milestones | | |
| | should be used for key events in a | | |
| | work package and will often constitute | | |
| | the payment point(s) for fixed price | | |
| | engagements.] | | |

4. Dependencies

The below listed items are the dependencies for this statement of work and shall be treated as Buyer Responsibilities in relation to this statement of work only (but shall be subject to the rights and remedies of the Contract in respect of Buyer Responsibilities in respect of this Statement of Work). No other dependencies will be deemed as valid in respect of the work described in this statement of work unless agreed in writing by the Parties. For the avoidance of doubt, the dependencies stated in this SOW relate specifically to the work package described in the SOW, and will not form part of the Buyer Responsibilities stated in the Contract unless they are added to the Buyer Responsibilities via the Change Control Procedure.

| ID | Dependency | Scope item reliant on the dependency |
|------|--|---------------------------------------|
| DP01 | [Guidance: Each dependency should clearly | [List any scope items in section 1 |
| | state what is needed by the Supplier, when it is | which will be impacted if the |
| | needed (either a date or a point in the project | dependency is not provided. If |
| | timeline of activities) and who the dependency | provision of the Dependency does not |
| | is on (i.e. NS&I or other suppliers). The Supplier | impact on the Scope of the project it |
| | cannot assign dependencies to themselves or | should not be included as a |
| | their Sub-contractors.] | Dependency.] |
| DP02 | | |

5. Assumptions

The below listed items are the agreed assumptions for this statement of work and shall be treated as Allowable Assumptions in relation to this statement of work only (but shall be subject to the rights and remedies of the Contract in respect of Allowable Assumptions in respect of this Statement of Work). No other assumptions will be deemed as valid in respect of the work described in this statement of work unless agreed in writing by the Parties. For the avoidance of doubt, the Assumptions stated in this SOW relate specifically to the work package described in the SOW, and will not form part of the Allowable Assumptions stated in the Contract unless they are added to the Allowable Assumptions via the Change Control Procedure.

| 11000 | aure. | |
|-------|--|---------------------------------|
| ID | Assumption | Consequence of assumption being |
| | | incorrect |
| A01 | [Guidance: Assumptions should only be used for | |
| | conditions that cannot be known at the outset | |
| | of a work package. When drafting the SoW | |
| | consider whether Assumptions could be | |
| | covered by Dependencies (i.e. something to be | |
| | provided by the Buyer or another supplier), or | |
| | Risks.] | |
| | | |



6. Risks

The below are the risks identified by the Parties at the outset of the SOW. Following agreement of the SOW the Parties should continue to communicate in relation to the below and any other risks identified during the delivery of the work package.

| Risk Statement | Probability | Severity | Mitigation(s) |
|-------------------------------------|-------------|----------------------|--|
| [Guidance: Risks should be | [High, | [High, | [Actions being taken to prevent the risk |
| formulated in an "IF THEN" | Medium, | <mark>Medium,</mark> | from materialising] |
| format e.g. If engineers are unable | Low] | Low] | |
| to carry out infrastructure change | | | |
| out of hours, then there will be an | | | |
| impact on live running systems.] | | | |

7. Charges

The applicable charging method(s) for this SOW is:

- [Time and Materials]
- [Guaranteed Maximum Price with Target Cost]
- [Fixed Price]
- [Firm Price]

[Buyer to select as appropriate for this SOW]

The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].

| Reimbursable Ex- | [See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and ExpensesPolicy)] |
|------------------|---|
| penses | [Reimbursable Expenses are capped at [£[Insert] [OR [Insert] percent ([X]%) of theCharges |
| | payable under this Statement of Work.] |
| | [None] |
| | [Buyer to delete as appropriate for this SOW] |
| | |

8. Key Supplier Staff (optional)

| Kev Supplier | | | |
|-----------------------|----------|-----------|------------------|
| Key Supplier Staff | Key Role | Key Staff | Contract Details |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |



9. Signatures and Approvals

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into the Call-Off Contract and be legally binding on the Parties:

| For and on behalf of theSupplier | Name and ti- tle Date Signa- ture |
|-----------------------------------|-----------------------------------|
| For and on behalf of the Buyer | Name and title Date Signature |



Appendix 1: High level Project Plan

| Scope ID | Week 1 | Week 2 | Week 3 | Week 4 | Week 5 | Week 6 | Week 7 | Week 8 | Week 9 | Week 10 | Week 11 | Week 12 | Week 13 | Week 14 |
|----------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|---------|---------|
| S01 | | | | | | | | | | | | | | |
| S02 | | | | | | | | | | | | | | |
| S03 | | | | | | | | | | | | | | |
| S04 | | | | | | | | | | | | | | |
| S05 | | | | | | | | | | | | | | |
| S06 | | | | | | | | | | | | | | |
| S07 | | | | | | | | | | | | | | |
| S08 | | | | | | | | | | | | | | |
| S09 | | | | | | | | | | | | | | |
| S10 | | | | | | | | | | | | | | |
| S11 | | | | | | | | | | | | | | |
| S12 | | | | | | | | | | | | | | |
| S13 | | | | | | | | | | | | | | |
| S14 | | | | | | | | | | | | | | |
| S15 | | | | | | | | | | | | | | |



Attachment 11 - Processing Personal Data - delete if not applicable

This Attachment 11 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

- 1.1.1.5 The contact details of the Buyer's Data Protection Officer are: [Insert Contact details]
- 1.1.1.6 The contact details of the Supplier's Data Protection Officer are: [Insert Contact details]
- 1.1.1.7 The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 1.1.1.8 Any such further instructions shall be incorporated into this Attachment 11.

| Description | Details |
|--|---|
| Identity of Controller for each Category of Personal Data | The Buyer is Controller and the Supplier is Processor The Parties acknowledge that in accordance with Clause 23.2 to 23.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data: |
| | • [Insert the scope of Personal Data for which the purposes and means of the processing by the Supplier is determined by the Buyer] |
| | The Supplier is Controller and the Buyer is Processor |
| | The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with Clause 23.2 to 23.15 of the following Personal Data: |
| | • [Insert the scope of Personal Data for which the purposes and means of the processing by the Buyer is determined by the Supplier] |
| | The Parties are Joint Controllers |
| | The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of: |
| | • [Insert the scope of Personal Data for which the purposes and means of the processing is determined by both Parties together] |
| | 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, |
| | Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier |



| | Personnel) engaged in the performance of the Buyer's duties under this Contract). • [Insert the scope of other Personal Data provided by one Party who is Data Controller to the other Party who will separately determine the nature and purposes of its processing the Personal Data on receipt. e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Buyer cannot dictate the way in which Personal Data is processed by |
|--|---|
| Duration of the processing | the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Buyer] [Clearly set out the duration of the processing including dates] |
| Nature and purposes of the processing Type of Personal Data | [Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc] [Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc] |
| Categories of Data Subject | [Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc] |
| 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 | [Describe how long the data will be retained for, how it be returned or destroyed] |