

**RM6100 Technology Services 3 Agreement  
Framework Schedule 4 - Annex 1  
Lots 2, 3 and 5 Order Form**

## Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 29 March 2023 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm6100>. The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

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

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

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports; and
12. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.

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

- 1.1.1 the Framework, except Framework Schedule 18 (Tender);
- 1.1.2 the Order Form;
- 1.1.3 the Call Off Terms; and
- 1.1.4 Framework Schedule 18 (Tender).

## Section A

### General information

Contract Details	
<b>Contract Reference:</b>	DDaT22441
<b>Contract Title:</b>	Managed Service Provision
<b>Contract Description:</b>	UK SBS is seeking to procure a Managed Service Partner to work with UK SBS to deliver transformative technology, efficiencies and enhanced effectiveness and where necessary, provide resource to meet capability and capacity gaps.
<b>Contract Anticipated Potential Value:</b> this should set out the total potential value of the Contract	£4,000,000 (ex. VAT)
<b>Estimated Year 1 Charges:</b>	£1,500,000 ex VAT
<b>Commencement Date:</b> this should be the date of the last signature on Section E of this Order Form	29 March 2023.

Buyer details
<b>Buyer organisation name</b> UK Shared Business Services Ltd (UK SBS)
<b>Billing address</b>

Your organisation's billing address - please ensure you include a postcode  
Polaris House, North Star Avenue, Swindon, SN2 1FF

#### Buyer representative name

The name of your point of contact for this Order  
Richard Semple

#### Buyer representative contact details

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

[REDACTED]

#### Buyer Project Reference

Please provide the customer project reference number.  
DDaT22441

### Supplier details

#### Supplier name

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

#### Supplier address

Supplier's registered address  
1 Embankment Place, London, WC2N 6RH

#### Supplier representative name

The name of the Supplier point of contact for this Order

[REDACTED]

#### Supplier representative contact details

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

[REDACTED]

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

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.  
[Click here to enter text.](#)

### Guarantor details

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

**Guarantor Company Name**

The guarantor organisation name

*Not Applicable*

**Guarantor Company Number**

Guarantor's registered company number

*Not Applicable*

**Guarantor Registered Address**

Guarantor's registered address

*Not Applicable*

## Section B

### Part A – Framework Lot

#### Framework Lot under which this Order is being placed

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

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

### Part B – The Services Requirement

#### Commencement Date

See above in Section A

#### Contract Period

*Guidance Note – this should be a period which does not exceed the maximum durations specified per Lot below:*

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
2	36 (3)
3	60 (5)
5	60 (5)

**Initial Term** Months

36

**Extension Period (Optional)** Months

0

### Minimum Notice Period for exercise of Termination Without Cause

60 Calendar days (see Clause 35.1.9 of the Call-Off Terms)

### Sites for the provision of the Services

The Supplier shall provide the Services from the following Sites:

#### Buyer Premises:

UK SBS, Polaris House, North Starr Avenue, Swindon, SN2 1FF

#### Supplier Premises:

1 Embankment Place, London, WC2N 6RH

#### Third Party Premises:

Not Applicable

### Buyer Assets

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

- In the event that there are Buyer Assets, these will be advised as and when need for each work package issued and, where applicable, to be stated in the Order Form SOW Template.

### Additional Standards

*Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.*

ISO27001 accredited. In the event that the certification does not include the modules to cover Cyber Essentials then Cyber Essentials Plus must be obtained prior to start of the Contract

### Buyer Security Policy

*Guidance Note: where the Supplier is required to comply with the Buyer's Security Policy then append to this Order Form below.*

The Supplier must comply with Security as described in Schedule S3 of RM6100 Lots 2, 3 and 4 Additional and Alternative Terms and Conditions and DDaT22441 Mini Competition Document Section 4 'Specification'

### Buyer ICT Policy

*Guidance Note: where the Supplier is required to comply with the Buyer's ICT Policy then append to this Order Form below.*

To be advised as and when needed for each work package issued and, where applicable, to be stated in the Order Form SOW Template.



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### Insurance

As per the Framework Agreement, as follows –

Third Party Public Liability Insurance £1m  
Professional Indemnity Insurance £1m  
UK Employers' Liability Insurance £5m

### Buyer Responsibilities

*Guidance Note: list any applicable Buyer Responsibilities below.*

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



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[Redacted content]





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### Goods

*Guidance Note: list any Goods and their prices.*

Not Applicable

### Governance – Option Part A or Part B

*Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.*

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

The Part selected above shall apply this Contract.

### Change Control Procedure – Option Part A or Part B

*Guidance Note: the Call-Off Terms has two options in respect of change control. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is no requirement to include a complex change control procedure where operational and fast track changes will not be required.*

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

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

- for the purpose of Paragraph 3.1.2 (a), the figure shall be £N/A and
- for the purpose of Paragraph 8.2.2, the figure shall be £N/A

## Section C

### Part A - Additional and Alternative Buyer Terms

#### Additional Schedules and Clauses (see Annex 3 of Framework Schedule 4)

*This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.*

#### Part A – Additional Schedules

*Guidance Note: Tick any applicable boxes below*

Additional Schedules	Tick as applicable
S1: Implementation Plan [to be completed in advance for each work package]	<input checked="" type="checkbox"/>
S2: Testing Procedures [to be completed for each work package where applicable]	<input checked="" type="checkbox"/>
S3: Security Requirements (either Part A or Part B)	Part A <input checked="" type="checkbox"/> or Part B <input type="checkbox"/>
S4: Staff Transfer	<input type="checkbox"/>
S5: Benchmarking	<input type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input type="checkbox"/>
S7: Continuous Improvement	<input checked="" type="checkbox"/>
S8: Guarantee	<input type="checkbox"/>
S9: MOD Terms	<input type="checkbox"/>

#### Part B – Additional Clauses

*Guidance Note: Tick any applicable boxes below*

Additional Clauses	Tick as applicable
C1: Relevant Convictions	<input checked="" type="checkbox"/>



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C2: Security Measures	<input type="checkbox"/>
C3: Collaboration Agreement	<input type="checkbox"/>

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

### Part C - Alternative Clauses

*Guidance Note: Tick any applicable boxes below*

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	<input type="checkbox"/>
Northern Ireland Law	<input type="checkbox"/>
Joint Controller Clauses	<input type="checkbox"/>

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

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

### Additional Schedule S3 (Security Requirements)

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

See Annex 2 – Supplier Security Management Plan,

The Supplier Security Management Plan may change over the course of the engagement, and therefore may be updated from time to time by the Supplier. A copy of the most up to date version will be provided to the Buyer upon request when updated by the Supplier. Buyer will review this to ensure it is compliant with the Framework Agreement and UK SBS Security Policy. UK SBS have the right to terminate the contract if the Supplier Security Management Plan is no longer compliant.

### Additional Schedule S4 (Staff Transfer)

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

Not Applicable - No Staff Transfer costs are included as part of this Call-Off Contract.

### Additional Clause C1 (Relevant Convictions)

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

Required Security Clearance checks to be carried out on all staff that will have access to a live system during the Contract

Resources must have BPSS as a minimum

Relevant convictions relating to Animal Rights Extremists (Agenda checks) to be checked if required on a case-by-case basis as requested in writing by the Client.

### **Additional Clause C3 (Collaboration Agreement)**

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

*Not Applicable*

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

Not Applicable

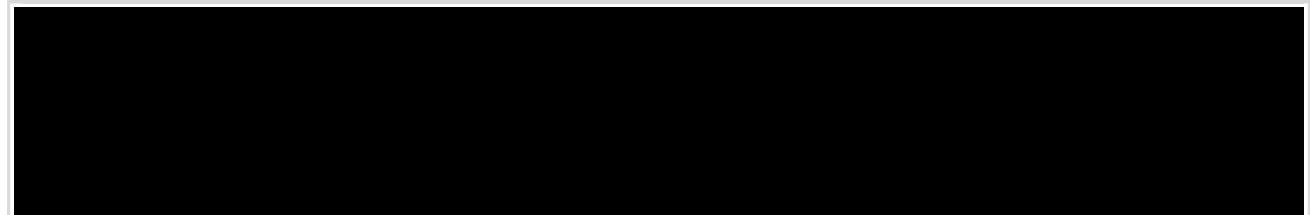
An executed Collaboration Agreement from the Supplier has been provided to the Buyer  
Not Applicable

## **Section D Supplier Response**

See Annex 3 for supplier response

### **Commercially Sensitive information**

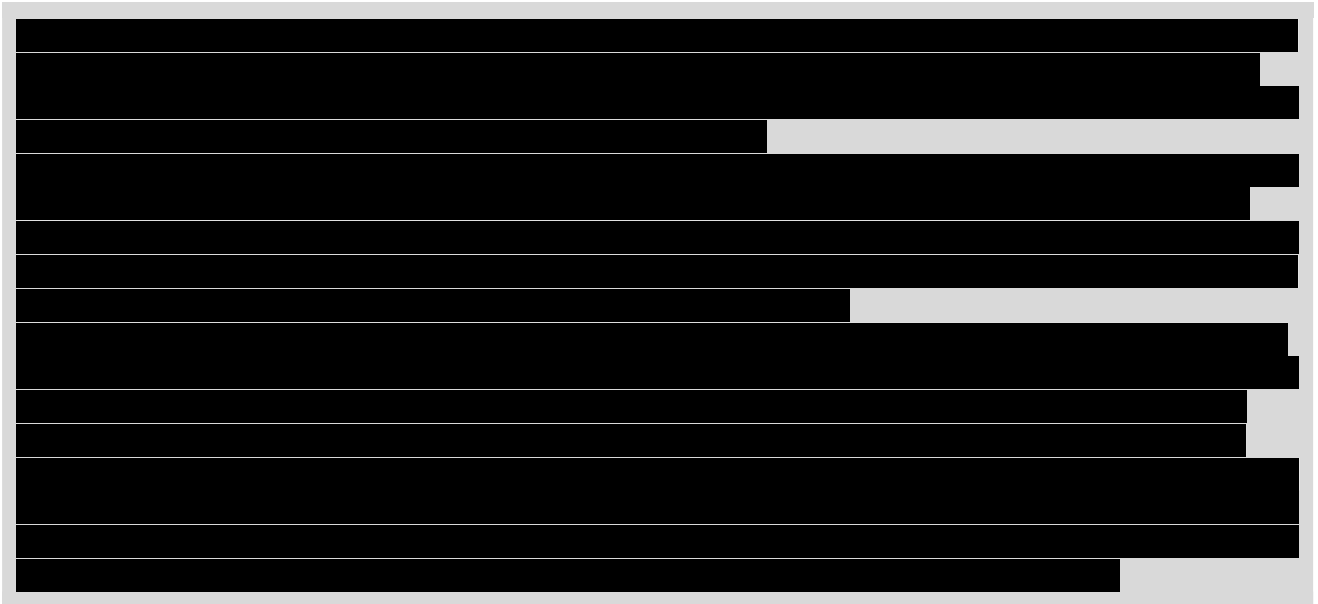
Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*





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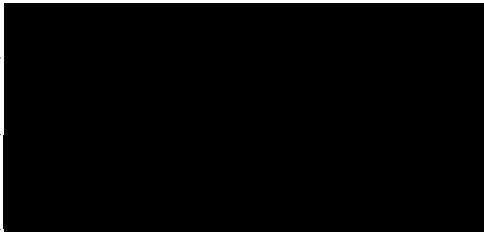
## Section E

### Contract Award

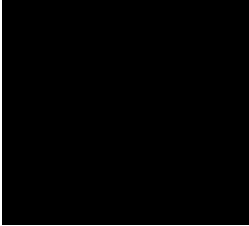
This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

#### SIGNATURES

##### For and on behalf of the Supplier

Name		
Job role/title		
Signature		
Date	28/03/2023	

##### For and on behalf of the Buyer

Name		
Job role/title		
Signature		
Date	29/03/2023	

**ANNEX A Order Form SOW Template****Work Package Statement of Work (SOW) Details**

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each Work Package which includes Buyer Deliverables required. Any ad-hoc Deliverable 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 Specification and provisions of the Call-Off Contract.

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.

The Buyer agrees that the scope of Services set out in this Statement of Work adequately reflects its requirements. The Supplier shall not be required to provide any services that are not expressly set out in the work package.

**Date of SOW:**

**SOW Title:**

**SOW Reference:**

**Call-Off Contract Reference:**

**Buyer:**

**Supplier:**

[Redacted Supplier Information]

**SOW Start Date:**

**SOW End Date:**

**Duration of SOW:**

**Key Staff (Buyer):****Title:****Name:****Email:****Phone:****Key Staff (Supplier):****Title: Engagement Partner (for Buyer relationship purposes only)****Name:****Email:****Phone:****Subcontractors:****Services and Deliverables:****Buyer Responsibilities:****Technology tools:****Permitted Use and Distribution of Deliverables:****[Insert what the Buyer is allowed to do with the Deliverables]****Milestones and Implementation Plan:****The Supplier will take reasonable endeavours to undertake the work to the following timeframe:**

Milestone	Description	Timeframe
1		
2		
3		



**Supplier Staff and Buyer Services:**

Role	Name	No. of days	Rate	Charges £
[Insert relevant roles]				
<b>Sub-Total</b>				
<b>Total:</b>				

**Payment:**

As per Call-Off Contract, payment is within 30 days of receipt by the Buyer of a valid and undisputed invoice.

This SOW sets out the maximum extent Buyer's Requirements and Deliverables/outputs at the time of drafting, and against which the Supplier has provided a costed delivery proposal.

The Charges for this SOW are [ ]. This has been calculated based on the resource profile set out in this SOW. The rates detailed are those agreed in the Call-Off contract Price Schedule AW5.2.

Supplier's Charges quote, and the Milestones outlined in this SOW, are based upon the assumption that the Buyer shall provide the Supplier with such information and assistance as the Supplier may reasonably require from time to time which will include access to the Buyer's Premises and Buyer Staff. It is the Supplier's responsibility to outline Buyer dependencies prior to the agreement of a work package.

Any information provided by the Buyer shall be accurate, complete and not misleading and will not infringe the intellectual property rights of any third party. The Supplier shall not be liable for any delay or other consequences resulting from the Buyer's failure to provide such information and assistance.

**Sites & Location of the Services:**

[Insert details of where the Service will be delivered eg Buyer Premises and Supplier Premises provide addresses if necessary.]

**Service Levels and Service Credits:**

[Complete if applicable]

The Service Credit Cap is: to be confirmed

The Service Period is: to be confirmed

A Critical Service Level Failure is: to be confirmed]

### Schedule of Processing, Personal Data and Data Subjects

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

The contact details of the Buyer's Data Protection Officer are: dataprotection@uksbs.co.uk

1.1.1.1 The contact details of the Supplier's Data Protection Officer are: Tom Riddell-Webster, Email: tom.w.riddell-webster@pwc.com

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

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

Description	Details
Identity of Controller for each Category of Personal Data	

Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data	
Categories of Data Subject	
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	<p>Upon expiry or termination of this Contract, any data processed by the Processor should be returned to the Contracting authority in an agreed format.</p> <p>If exported, all data must be destroyed with a destruction certificate provided to the contracting authority within 180 days of expiry or termination of this Contract.</p>

**For and on behalf of the Supplier**

<b>Name</b>	
<b>Job role/Title</b>	Partner
<b>Signature</b>	
<b>Date</b>	

**For and on behalf of the Buyer**

<b>Name</b>	
<b>Job role/Title</b>	
<b>Signature</b>	
<b>Date</b>	

## Attachment 1 – Services Specification

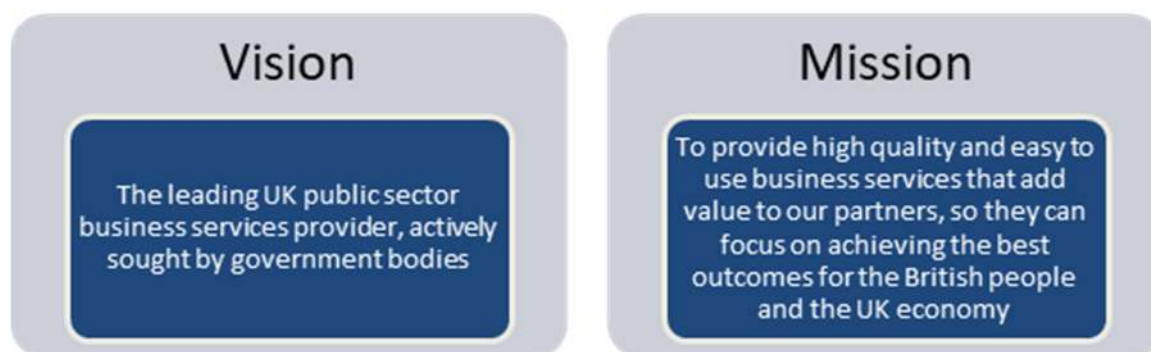
<b>Title of Request:</b>	Managed Service Partner Support: delivering transformative efficiencies and enhanced effectiveness
<b>Duration of Contract including options for extension:</b>	36 months
<b>Required Commencement Date:</b>	27 <sup>th</sup> January 2023

### 1. Introduction

UK Shared Business Services Ltd (UK SBS) is owned by the Department for Business, Energy and Industrial Strategy (BEIS) and UK Research and Innovation (UKRI). It is a government shared service provider supporting 20k users (and 14k pensioners) with one of the widest ranges of service provision within the UK public sector. We provide administrative and professional services to six public sector partners across Finance, HR and Payroll, Information Technology (IT), and Procurement. We have a unique partnership relationship with our owners, who are also our largest clients, and whose employees are the end-users of our services. With a team of over 600 based in Swindon, Billingham and Newport, we provide seamless support to our partners so that they can focus on their core missions.

Together with our partners and aligned to the Cabinet Office Government Shared Services (GSS) Strategy, we are exploring opportunities to grow and will transform the end-to-end way we work. We are seeking to enable this by major partner-sponsored new systems programmes that would see us move from two legacy on-prem ERP platforms to become a modern SaaS, multi-platform, digitally enabled organisation, delivering quality end-user experience effectively and efficiently. To prepare for this, UK SBS is undergoing significant changes in its own internal leadership, capacity, capability, culture and ways of working as we strive to deliver efficiencies and service quality improvement alongside increasing service volumes.

The Company has clear **Vision** and **Mission** statements:



The mission statement embodies the unique relationship with our owners, who are also our largest clients, and whose employees are the end-users of our service. We will provide seamless back-office support to our partners so that they can focus on their core missions and outputs.

The Company is staffed by public servants, to live up to our five **Values**:



In addition, a focus has been placed on transforming our organisational design and driving empowered leadership and behaviours, aligned to our values, to inculcate greater flexibility and agility in the organisation. With professional support and employee involvement, we have established the following **three critical behaviours** that complement the established values and will support our ways of working.

**Be Curious, Take Action and Add Value.**

We aim to become a very different organisation over the next few years.

**We possess a real willingness to optimise effectiveness and efficiency by investing in:**

Realising the considerable end-to-end benefits that come from the adoption of standardised services and harmonised global processes across our entire client base.

- Working with our partners, exploiting the inherent self-service and automation that is available through the implementation of modern cloud ERP/HCM/CRM platforms (expecting these to be delivered through the SHARP and Matrix programmes).
- Driving short-term tactical continuous improvements through process rationalisation and applying additional workflow and automation tooling to legacy platforms.
- Using the opportunity of growing the user and client base to gain economies of scale, thereby driving down the cost per user.
- Engaging employees through our public sector ethos, commitment to EDI and CSR coupled with providing development opportunities through the growth and transformation of the organisation.

**Achieving these ends is dependent on a governance structure that:**



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- Leverages 'Teckal' opportunities with clients having ownership control, through a two-tiered structure dependent on the level of desired involvement in setting organisational strategy.
- Transparently provides financial and performance data to collectively inform optimum decisions.
- Ensures owners invest in and contribute to their shared service centre, including the resourcing, implementation and maintenance of modern platforms and tooling.
- Develops and maintains a clear articulation of what services are required by whom and to what standard.
- Enfranchises and empowers UK SBS to optimise how standardised services are delivered.
- Maintains a clear line of sight and accountability for business service delivery from each client to UK SBS and from UK SBS to the software service providers on which our business services are dependent.
- Allows the Company to charge for the volumes of services and client driven change that it delivers, including reinvestment to cover the costs of depreciation and future capability development.

#### **UK SBS will transform its operating model to:**

- Embrace a modern, best practice, tiered service centre model, with clear lines of responsibility and accountability, and a single 'front door' into the organisation
- Become ever more agile in meeting user needs, managing change against agreed priorities and hunting for continuous improvement.
- Flexibly scale and reskill to meet growing user demands and, in the short to medium term, the demands of major programme delivery.
- Manage and exploit the quarterly releases on modern SaaS platforms, both during and beyond implementation.
- Enable the loose coupling of platforms, tools and interfaces so that they can be replaced and evolve independently of each other.
- Offer greater business insights to clients utilising the breadth and depth of their data.
- Provide clear and transparent performance dashboards and data for both BAU and change.
- Protect all data, and optimise security and resilience, keeping pace with the ever-changing cyber threat.

## **2. Aims & Objectives**

Aspects of delivery of the GSS strategy ([Shared-Services-Strategy-for-Government-March-2021.pdf \(publishing.service.gov.uk\)](#)) and their potential impacts on UK SBS remain uncertain. Coupled with public sector funding constraints and a volatile employment market, UK SBS is seeking a flexible and agile partner who can provide professional technology and ancillary



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organisational effectiveness expertise, contingency capacity and challenging support to UK SBS so that technology can enable and drive a successful transformation, despite these challenges. Our requirement is for the successful bidder to assign a core team for the duration of the contract to determine small and large projects and manage the pipeline of work in order to be continually adding value and bringing benefits and efficiencies.

The core team will work collaboratively with UK SBS colleagues to determine the direction and deliverables of the partnership, overseeing and managing agreed work packages as they arise.

UK SBS will sign off the pipeline projects at a regular review and agree costs and resource.

The aims and objectives of this tender exercise is to contract with a supplier that can provide an insightful, innovative and inspiring proposal that excites the executive leadership team to want to deliver it and provides a powerful route map to convince our owners of the potential of the organisation, to encourage their investment in opportunities for growth.

UK SBS believes that these activities can leverage technology to bring early efficiencies, enhanced end-user experience and build the capacity / capability of the organisation. Rewarding the delivery partners for measurable and successful delivery of these considerable benefits can be reflected in contract payment proposals.

### 3. Requirement & Scope





UK SBS is seeking to procure a Managed Service Partner to work with UK SBS to deliver transformative technology, efficiencies and enhanced effectiveness. There are three interrelated aspects of this transformation:

- **Business As Usual (BAU) operational efficiency and transformation** - UK SBS is seeking to leverage technology both drive operational efficiency and transform end-to-end services. The vision is to leverage current and new technology alongside the new organisational design to transform the capacity and capability of the organisation. This will require enhancement to the utilisation of technology alongside the management and analysis of service delivery to better manage workflow, the introduction of new tools and techniques and delivery of automation opportunities. This will support the realisation of the vision and mission, delivering high quality and efficient business services and systems for existing owners.
- **SHARP Programme** - UKRI's SHARP programme is replacing the on-premises UKRI Oracle EPM/HRM v12.1.3 platform (that also supports UK SBS) by end 2023, with Oracle as software and platform provider and with IBM engaged as systems integrator. This requires additional business change resource and support for UK SBS's role as a service provider from a new SaaS platform to support UK SBS to embed the technology and processes delivered by the SHARP Programme
- **BEIS Oracle Estate (BOE) Upgrade** - The BEIS Oracle ERP/HRM system (v.12.1.3) ceased premier support at the end of 2021. Oracle has committed to support the system until December 2024. UK SBS is currently in a procurement process to upgrade the BOE system until it is no longer required under the GSS strategy. Whilst a systems integrator will likely be appointed to support this upgrade, this requires additional business change resource and support for UK SBS.

UK SBS is expecting the Managed Service Partner to provide support in leveraging our technology across all three initiatives, together with potential other opportunities that could be mutually identified during the contract. The successful delivery of this will build the owners' and GSS's confidence in UK SBS as a leading shared service provider.

The Managed Services Partner will be expected to address capacity and capability gaps in technological appreciation, change and transformation; bring IP and technical assets to drive service efficiency; and provide the capability to take-on and run mutually agreed services (in all or part) from multiple ERP platforms. In particular, the support will include, but is not limited to, the following categories:

- Leveraging technology and organisational capability to transform customer services,
- Identifying and delivering Technology and Operational Excellence initiatives,
- Data and digital programme and project delivery, technical architecture, AMS services and system integration support,
- Programme management office and programme management activities - including risk management, programme assurance, governance and benefits management, reporting and stakeholder communication
- Technology and other change management (e.g., design and delivery of training, business impact assessment, people change)



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- Operating model design (e.g., undertaking current state assessment of current and capabilities, supporting design and implementing of new processes)
- Service delivery (e.g., provision of capability to support the delivery of components of UK SBS existing services such as IT helpdesk)
- Knowledge transfer and capability building.

It is vital that the successful supplier can pull on significant resources to support these requirements. It is key that the successful supplier is able to scale up and down in these areas at short notice UK SBS will also reserve the right not to ask for support in one or more of the above areas if they are deemed not to be required.

The Core Team that will work directly with UK SBS, as the Managed Service Provider including providing access to the advice and guidance of subject matter expertise, assist and identify potential work packages and how they will support and mobilise for their delivery, outputs and outcomes of the activities The pricing model should reflect the use of the core team and how it will pull in extra resource to meet the demands of the projects within the pipeline and work in Partnership with UK SBS employees, respecting our vision, mission and values.

This will be a call-off contract and has a value of up to £4m (exclusive of VAT) for a term of three years in total. We would consider proposals where different aspects of the partner's service may have different call-off and payment arrangements / timescales / fee structures. This could include models time and material based on a rate card, fixed fee, volume-based and / or risk and reward.

Each call-off from the contract will be specified and a delivery timescale agreed by UK SBS and the Managed Service Partner before delivery commences. Example work packages that may be required could include the following.

Work package	Activities
Technology Enablement	We would expect that the Managed Service partner would also be able to bring a range of accelerators which can be quickly implemented. The accelerator would include technology accelerators but also may include not technology accelerators such as skill frameworks, training material etc.
Business Change and Transformation	Undertake a range of technology and / or transformation activities including training, change impact, process design, change management, programme management, PMO, data analysis. Activities may include support with the system integration of ERP, HRM and/or other tools / technologies.
Cost optimisation / efficiency projects	Support existing technology and operational efficiency initiatives to unlock capacity and improve service delivery and corporate effectiveness. Activities may include completing assessments of technology maturity, enterprise architecture, operational maturity, analysis of performance



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	data, analysis of time spent of value add and non-value add activities, engagement survey, shadowing sessions, and ways of working.
BAU Capacity	<p>Access to augmentation resources across scope of corporate teams: including technology, project management, commercial, finance or human resource.</p> <p>Access to augmentation resources across scope of service delivery teams with a focus on leveraging technology.</p>

Annex 1,2 and 3 contain examples of work packages that could be used during the contract, these are given in this specification for evaluation purposes only and may or may not be used during the awarded contract. The Contracting Authority is under no obligation to use any or all of these example work packages.

**Resource Security Clearance:**

- Resources must have BPSS as a minimum. (We would accept, under discussion, an equivalent screening programme that equates to BPSS. The key issue is to ensure that people have been appropriately screened and we can confirm who they are and their background, so that there are no security issues or financial issues which could impinge on them being a threat.)
- Where roles will see the live data or manipulate or extract the data or where roles involve/include system administration rights to influence the availability and integrity of the system then in addition SC Clearance is required to already be held or the resource must be prepared to undergo SC Clearance. SC Clearance is not required until the point at which live data is being used which will be in UAT and Production phases. UK SBS would work with the successful bidder to ensure clearances are in place in a timely fashion
- Where no access is required to any of our systems, work may be done off-shore

**Security, Privacy and Risk**  
Work is to be carried out to NCSC, NIST and CSA principles/Security requirements and must be evidenced during the project. The successful bidder will be required to produce a copy of their ISO27001 certificate and the accompanying ISMS prior to commencement of contract. **Non-compliance will result in rejection.**

The Bidder MUST provide documentation to confirm which modules of ISO27001 are included in the accreditation. In the event that the accreditation does not cover the modules equivalent to the Cyber Essentials remit then the Bidder must ensure they have, as a minimum, Cyber Essentials or IASME equivalent.

**Social Value**  
Throughout the duration of this contract the Suppliers should demonstrate:



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- action to identify and tackle inequality in employment, skills and pay in the contract workforce.
- support for in-work progression to help people, including those from disadvantaged or minority groups, to move into higher paid work by developing new skills relevant to the contract.
- deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.
- influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement.

## Annex 1 – Work Package 1 – Service efficiency through automation (illustrative only)

### 1. Objectives / outputs of the work package

To deliver 15%\* efficiency gain measurable as a direct operating cost reduction within 12 months through process streamlining, digitisation and automation of UK SBS's delivery of HR, Payroll, Finance and enabling Customer Services.

*\* Percentage efficiency gain, target date and specific services included to be agreed following initial review and planning.*

### 2. Scope

HR, Payroll, Finance and enabling Customer Services teams employing circa 260 FTE, across three sites (Swindon, Billingham, Newport). Operating from multiple Oracle ERP and supporting systems.

Key services in scope include:

HR: joining work, building the workforce, leaving work and payroll.

Finance: order to cash, purchase to pay, cash management, non-current assets and record to report.

Illustrative per annum volumes: service requests handled 250k, AP invoices processed 144k, account reconciliations completed 11k, purchase orders processed 75k, payslips processed 412k.

See attachment **DDaT22441 Work Package 1 Baseline Report.pptx** for full report.

### 3. Requirement

In-depth review of process design, organisation and execution to identify opportunities for service and operational improvement and efficiency.

Development of an implementation plan to deliver identified service and operational improvements and efficiencies.

Delivery of identified digitisation and automation opportunities utilising both UK SBS and Service Partner tools, supporting end-to-end business change.

To ensure efficiencies also enhance end user experience.

To ensure that data accuracy is enhanced, with the security of client data maintained or improved.

Knowledge transfer to enable UK SBS to be able to identify further opportunities for service and operational improvement and efficiency.

#### 4. **Timetable**

Milestone 1: Completion of initial opportunity identification review  
 Milestone 2: Agreement to detailed scope and efficiency target / timing  
 Milestone 3: Agreement to implementation plan  
 Milestone 4a: Implementation of first automation  
 Milestone 4b: Implementation of second automation etc.  
 Milestone 5: Assessment of efficiency gain progress  
 Milestone 6: Assessment of end user experience enhancement  
 Milestone 7: Assessment of knowledge transfer success  
 Milestone 8: Agreement efficiencies delivered and closure of work package

### **Annex 2 – Work Package 2 – Client on-boarding to Finance Service (illustrative only)**

#### 1. **Objectives / outputs of the work package**

With minimum friction and in less than six months, to enable a client, currently only taking HR (including Payroll) and enabling Customer Services from a legacy Oracle ERP platform, to also take core Finance and associated Customer Services from UK SBS on that platform, managing the implementation and transition to BAU.

#### 2. **Scope**

1,800 end users are currently supported for core HR, Payroll and enabling Customer Services, operating from a legacy Oracle ERP and supporting systems.  
 The client now wishes to onboard and implement Finance services including order to cash, purchase to pay, cash management, non-current assets and record to report.  
 The client currently receives Finance services from a non-Oracle ERP.

#### 3. **Requirement**

Support client engagement to agree high level requirements and design.  
 Gather detailed requirements and identify gaps.  
 Create outline solution design including actions to address identified gaps and obtain sign-off.  
 Build necessary structures and fields through Dev, SIT, UAT and production stages.  
 Conduct UAT.  
 Implement the necessary user-provisioning and controls.

Ensure interoperability and consolidation between HR and Finance modules.  
 Agree and support necessary business change for UK SBS services / processes and client end users.  
 Support hyper-care and resolve stabilisation issues, enabling handover to steady state.  
 Ensure accuracy and security of data transfer.  
 Ensure data archiving requirements are established as agreed with client.

#### 4. **Timetable**

Milestone 1: Mobilisation and agreement of high-level design and implementation plan  
 Milestone 2: Completion of build and test stages  
 Milestone 3: Completion of UAT  
 Milestone 4: Cut-over and business change delivered  
 Milestone 5: Hypercare and handover  
 Milestone 6: Assessment of client and end user experience and identification of any new activities  
 Milestone 7: Closure of work package

### Annex 3 – Work Package 3 – New Telephony Platform (illustrative only)

#### 1. **Objectives / outputs of the work package**

To manage the move from legacy telephony (on-prem with third party support) to a digital cloud call handling capability, integrated with chat-bots and automation, whilst also enabling UK SBS to provide a step change in call agent provision of a quality end-user experience and greater analytical insight from enhanced data.

#### 2. **Scope**

22,000 end users of Business IT, HR, Finance and Procurement services across multiple clients and platforms are enabled by a Customer Service Support capability of circa 100 FTE, handling 250k service requests a year and 140,000 calls per annum.

The partner will enable UK SBS to mobilise, implement and leverage a new SaaS based call handling system that demonstrably improves end user experience and UK SBS utilisation of call data. Commercial procurement of a new SaaS platform is out of scope. However the Managed Service Provider will be expected to contribute to specification and selection.



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### 3. Requirement

Agree high level requirements and design, including technical, chat-bot integration / creation, UX / quality control, business change, agent training, operational data provision / insight, client data handling / security.

Develop and gain agreement to the implementation plan, to include client engagement.

Create solution design including business change.

Work with supplier to build necessary call routing / handling and data reporting requirements.

Design and deliver agent training, ensuring knowledge transfer for ongoing maintenance of capability.

Undertake necessary testing, cut-over and CRM integration.

Deliver necessary business change for UK SBS and update client end user guidance.

Support hyper-care and resolve stabilisation issues, enabling handover to steady state.

### 4. Timetable

Milestone 1: Mobilisation and agreement of high-level design and implementation plan

Milestone 2: Creation of solution design

Milestone 3: Agent training and UAT delivered

Milestone 4: Cut-over and business change delivered

Milestone 5: Hypercare and handover

Milestone 6: Assessment of end user experience improvements and identification of any new activities

Milestone 7: Closure of work package



## Attachment 2 – Charges and Invoicing

### Part A – Milestone Payments and Delay Payments

To be advised as and when needed for each work package issued and, where applicable, to be stated in the Order Form SOW Template.

#	Milestone Description	Milestone Payment amount (£GBP)	Milestone Date	Delay Payments (where Milestone) (£GBP per day)
M1				
M2				

For the avoidance of doubt and notwithstanding anything to the contrary in the Call-Off Contract, no Delay Payment will be payable if the delay is caused by the Buyer or any third party or any other delay which is outside the reasonable control of the Supplier. In the event the Supplier has to pay any Delay Payments this will be the sole remedy with respect to the relevant Milestone.

## Part B – Service Charges

The services provided by the core team will be invoiced on a fixed price basis. The Supplier will invoice the Buyer monthly in arrears based on an agreed set of activities. The fixed price will be agreed with UK SBS on a quarterly basis.

This section includes only the service charges related to the core team, as described in Attachment 1 – Services Specification. The service charges for each agreed SOW will be detailed in the specified SOW (held in Annex A).

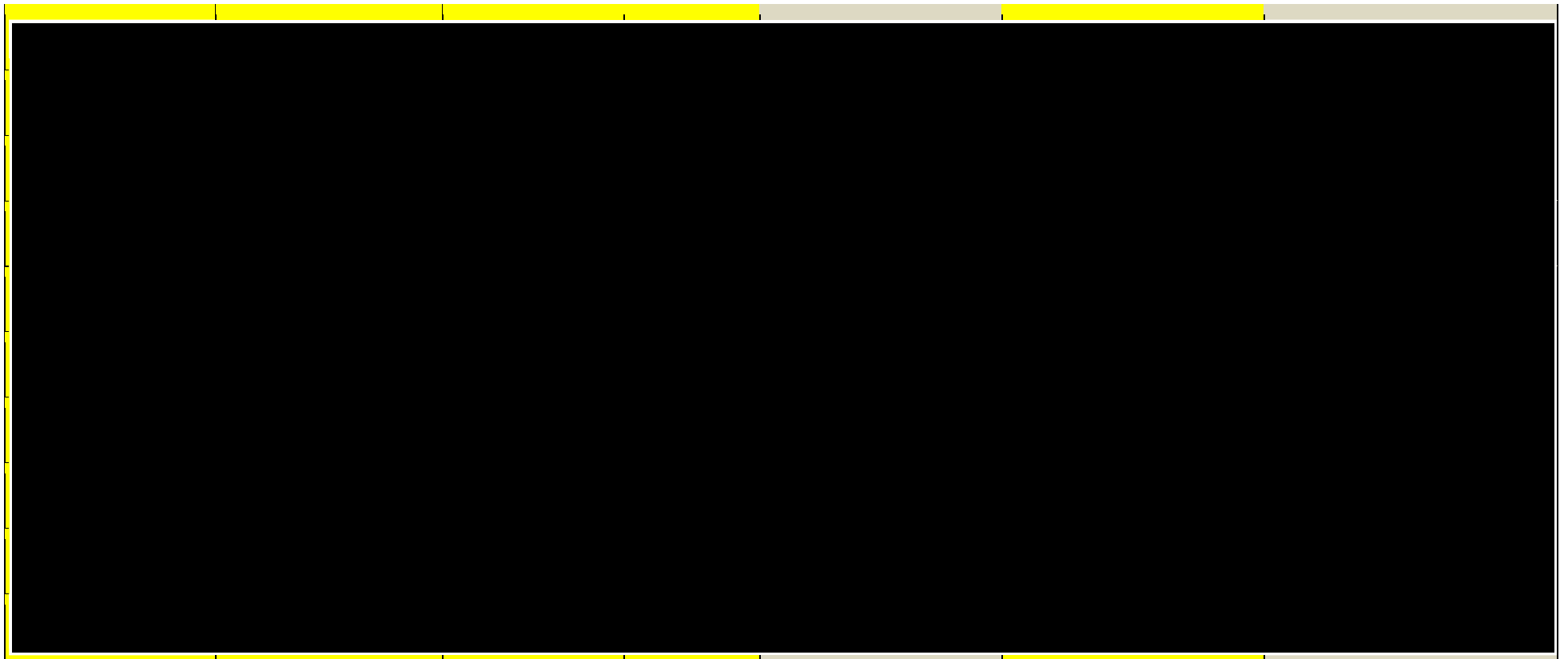
Core Area	Job Title (Please select from the dropdown options)	Discounted Prices Contract Rate/Fees excluding VAT	Number of Days	Day rate	Total Cost (ex VAT)	Travel and Subsistence, Overhead costs, cost of production of materials and any/all costs associated with the delivery of the project.	Total Cost (ex VAT)
Year 1 Core Team Costs							

Year 1 Sub- Total						
Year 2 Core Team Costs						



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[illegible]



				£			
TOTAL CORE TEAM FIXED PRICE							

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

Staff Grade	Day Rate (£)
Partner	
Director	
Assistant Director	
Manager	
Consultant	
Associate	



## Part D – Risk Register

To be advised as and when needed for each work package issued and, where applicable, to be stated in the Order Form SOW Template.

(\*agreed overarching risks will be incorporated here following award of Contract)

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





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## Part E – Early Termination Fee(s)

This is the figure to be determined work carried out to date that has not yet been invoiced for the core team, management fee, and work package time and materials



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### Attachment 3 – Outline Implementation Plan

Each Work Package call-off from the contract will be specified and a delivery timescale agreed by UK SBS and the Managed Service Partner before delivery commences. This is to be stated in the Order Form SOW Template. An example Implementation plan is provided below.

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



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## Attachment 4 – Service Levels and Service Credits

To be advised as and when needed for each work package issued and, where applicable, to be stated in the Order Form SOW Template.

### Service Levels and Service Credits

Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
<p>Accurate and timely billing of Buyer</p> <ul style="list-style-type: none"> <li>In accordance with an agreed performance to pay process, suppliers submit accurate and complete invoices in a timely manner</li> </ul>	Accuracy /Timelines	[REDACTED]	[REDACTED]	[REDACTED]
<p>Partnering behaviours and added value</p> <ul style="list-style-type: none"> <li>Supplier promotes positive collaborative working relationships, within and across team, by acting in a transparent manner.</li> <li>Supplier shows commitment to Buyer goals through adding value over and above the provision of compensated skilled personnel or facilities.</li> </ul>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



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Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	

The Service Credits shall be calculated on the basis of the following formula:

Example:

Formula:  $x\%$  (Service Level Performance Measure) -  $x\%$  (actual Service Level performance)

=  $x\%$  of the Service Charges for the Core Team as agreed between the Parties payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer

= 23% of the Service Charges for the Core Team as agreed between the Parties payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer

Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period)

**Service Credit Cap -** [REDACTED]



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### **Critical Service Level Failure**

1. Insert details of the Critical Service Level Failure – an example is provided below for guidance.
2. In relation to People in place (Delivery) a Critical Service Level Failure shall include a delay in mobilisation of the Core Team and/or failure to attend kick off meetings with the Customer in line with Milestone 1 or not attending two or more operational Board meetings without justification.




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

1.1.5 The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

### Part A – Key Supplier Personnel

Key Supplier Personnel	Key Role(s)	Duration
	Partner	Contract Period
	Director	Contract Period
	Director	Contract Period

### Part B – Key Sub-Contractors

Not Applicable



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## Attachment 6 – Software

To be advised as and when needed for each work package issued and, where applicable, to be stated in the Order Form SOW Template.

- 1.1.1 The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).
- 1.1.2 The Parties agree that they will update this Attachment 6 periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

### Part A – Supplier Software

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



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## Part B – Third Party Software

The Third Party Software shall include the following items:

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



## Attachment 7 – Financial Distress

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

### PART A – CREDIT RATING THRESHOLD

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

### PART B – RATING AGENCIES

- [Rating Agency 1 Experian
  - Credit Rating Level 1 = [AAA]

## Attachment 8 – Governance

### PART A – SHORT FORM GOVERNANCE

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

- Commercial Review Board - discussion with the supplier and the buyer to review performance against contractual objectives;'
- Portfolio Direction Group (PDG) - Review of the work package pipeline, agreement on the commissioning of future work packages, and escalations of issue with the delivery of commissioned work packages; and
- Portfolio Progress Group (PPG) - Review of progress for commissioned work packages, operational governance-related decisions, and agree escalations to the PDG.

Governance Operational Boards	
Buyer Members for the Commercial Review Board	Chief Financial Officer and Head of Commercial  Please note that this is not a fixed list and may be amended as necessary
Supplier Members for the Commercial Review Board	Engagement Lead and Engagement Director, and agreed additional Supplier Staff dependant on the work package(s) underway.
Frequency of the Commercial Operational Review Board	Monthly – dates to be agreed between parties
Buyer Members for the Portfolio Direction Group	Key members include: Chief Executive Officer (Meeting Chair, or nominee); Sub-portfolio Executive Lead (SPEL); Enterprise Architect; Head of Strategy & Planning; Head of PMO; Change Finance Group Representative; PPG Chair; PMO (Secretariat).  Please note that this is not a fixed list and may be amended as necessary
Supplier Members for the Portfolio Direction Group	Engagement Director, Engagement Manager and agreed additional Supplier Staff dependant on the work package(s) underway.
Buyer Members for the Portfolio Progress Group	Key members include: Business Change Executive (Chair); Head of PMO; Head of Strategy & Planning; ROE & BOE Partnership Managers; Head of RISC; Head of Commercial; Head of Solution Architecture; Corporate Finance; Operations representative; D&I

	<p>representative (currently covered by The Chair); PMO support function (secretariat function).</p> <p>Please note that this is not a fixed list and may be amended as necessary</p>
Supplier Members for the Portfolio Progress Group	Engagement Manager and agreed additional Supplier Staff dependant on the work package(s) underway.
Location of the Boards	Polaris House, North Star Avenue, Swindon SN2 1FF or virtual meeting. Confirmation will be given prior to each meeting.

**PART B – LONG FORM GOVERNANCE - NOT USED**

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

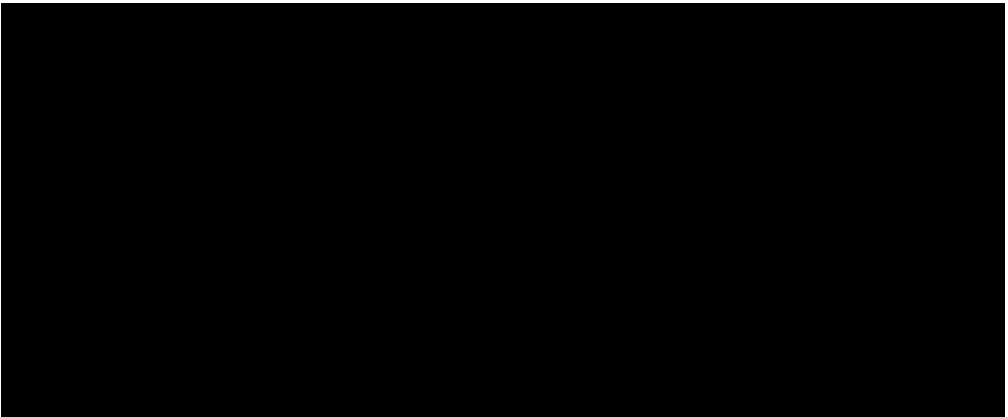
This Attachment 9 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

1.1.1.1 The contact details of the Buyer's Data Protection Officer are:  
[dataprotection@uksbs.co.uk](mailto:dataprotection@uksbs.co.uk)

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: **Tom Riddell-Webster**,  
**Email: tom.w.riddell-webster@pwc.com**

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

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

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>[The Authority is Controller and the Supplier is Processor]</b></p> <p>The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li>● <b>To undertake a variety of technology work packages in relation to Transformation requirements defined on a case by case basis.</b></li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>● Business contact details of Supplier Personnel, for which the Supplier is the Controller</li> <li>● Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under this Contract, for which the Relevant Authority is the Controller.</li> <li>● Administer the services for the purpose of the contract to upgrade our system</li> </ul> 



**Attachment 10 – Transparency Reports**

<b>Title</b>	<b>Content</b>	<b>Format</b>	<b>Frequency</b>
Charges	Summary of costs/ Charges within latest reporting period	To be agreed	Monthly
Technical	Number of technical changes/upgrades within the latest reporting period	To be agreed	Quarterly

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

The documents referenced below refer to all Terms and Conditions and Call Off Schedules and additional Clauses and will form part of this Contract.

**DDaT22441 RM6100 Lots 2-3-and-5 Call-Off Terms v3**

**DDaT22441 RM6100 Lots 2-3-and-5 Additional-and Alternative-Terms and Conditions v2.00**

## Annex 2 – Supplier Security Management Plan





## Annex 3 – Supplier Response

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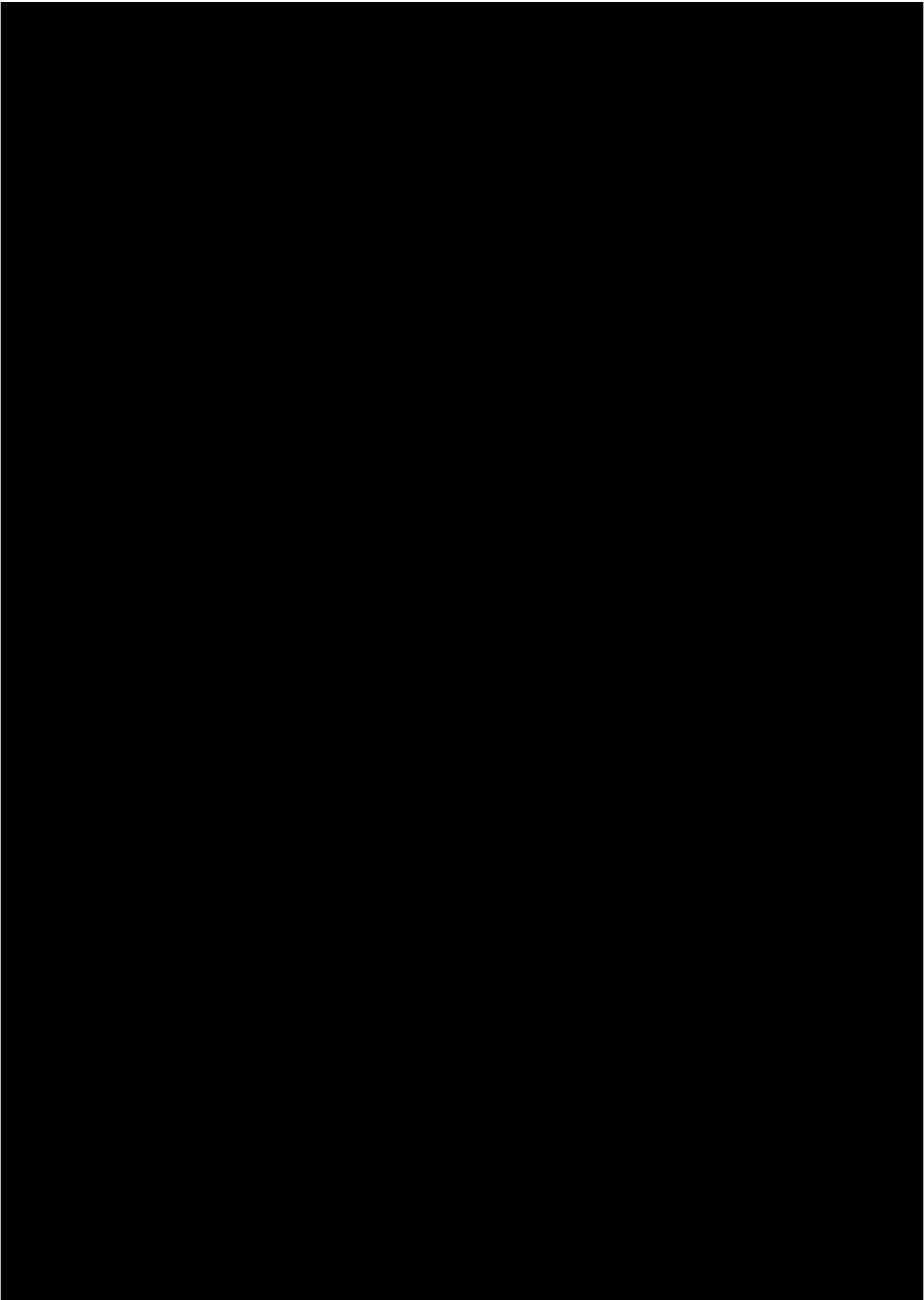
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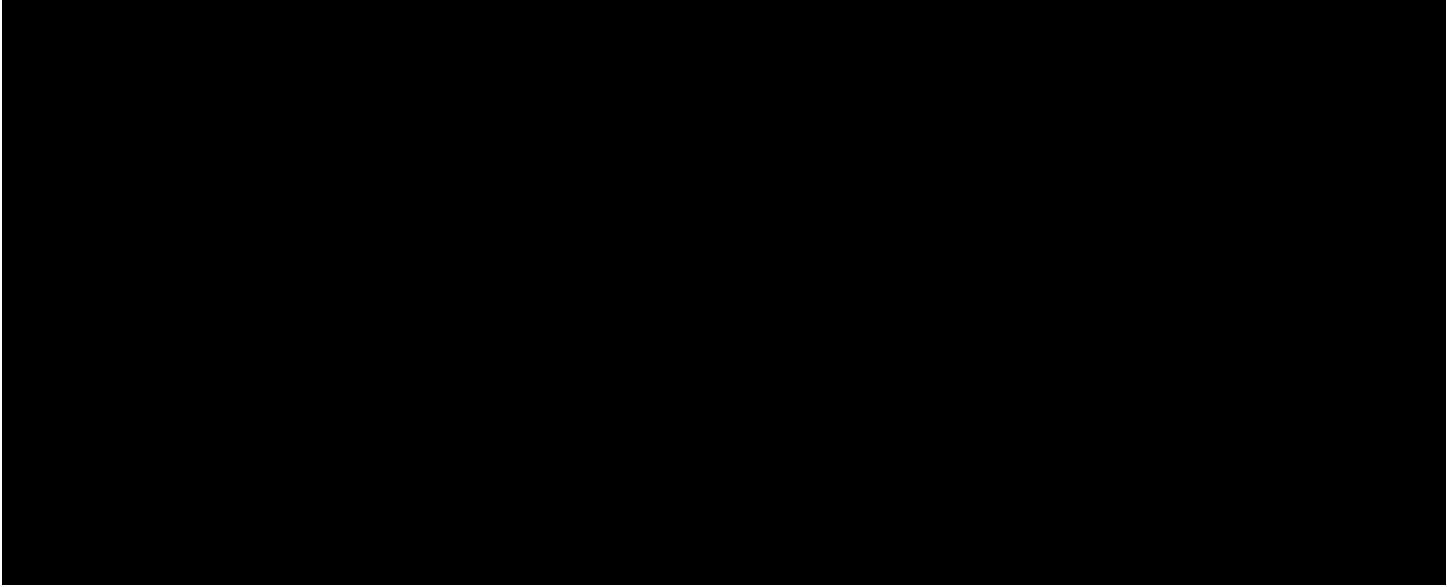
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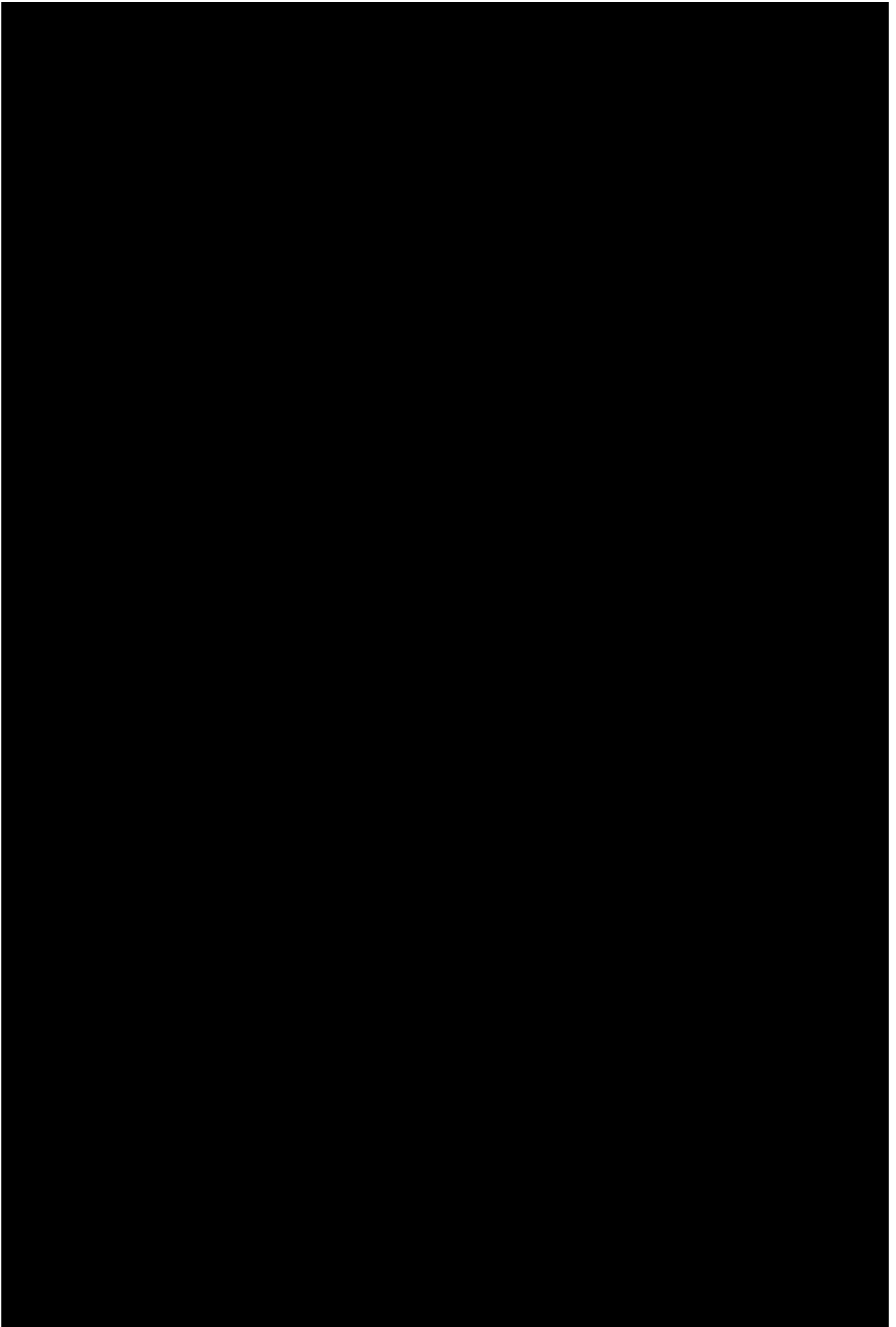
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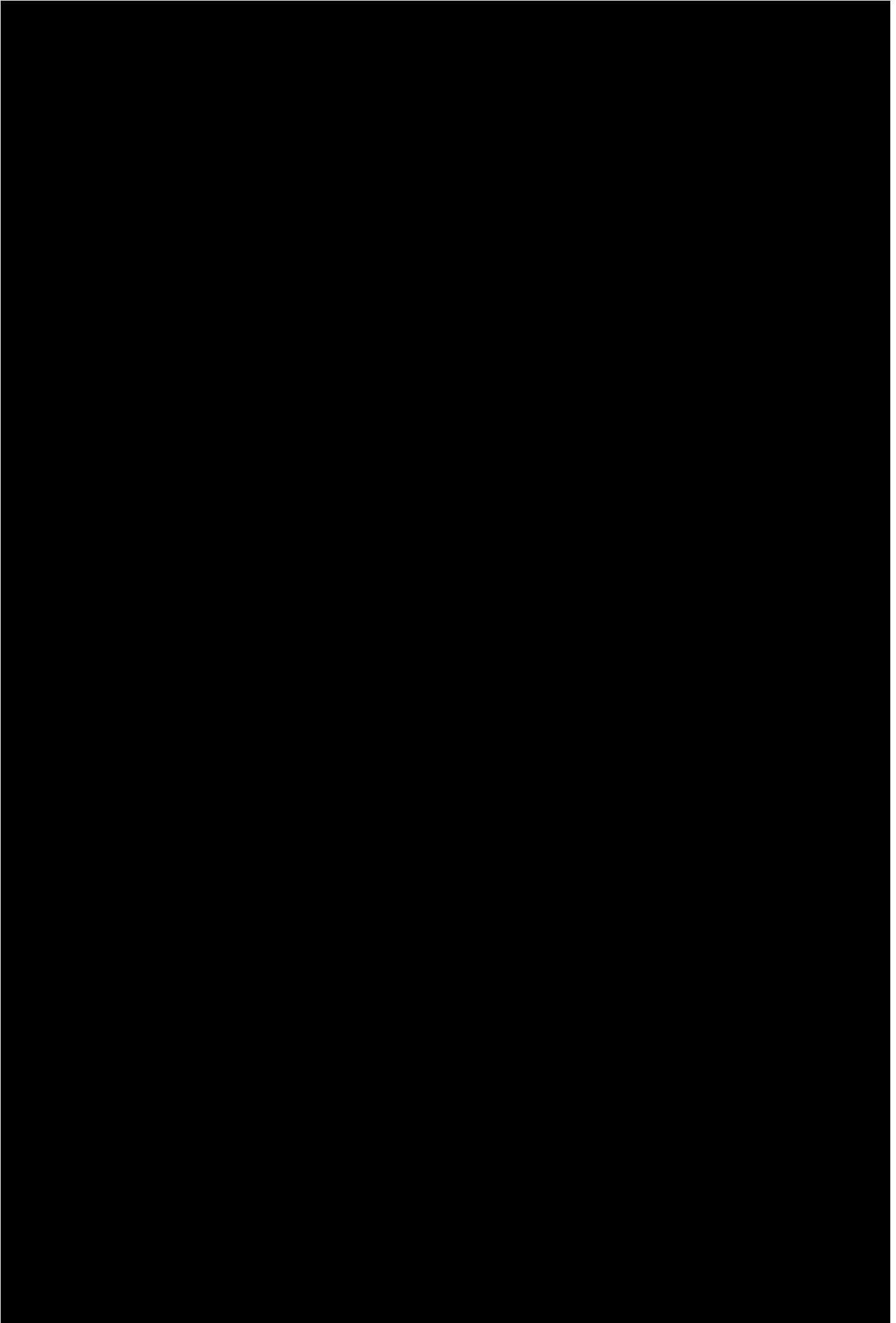
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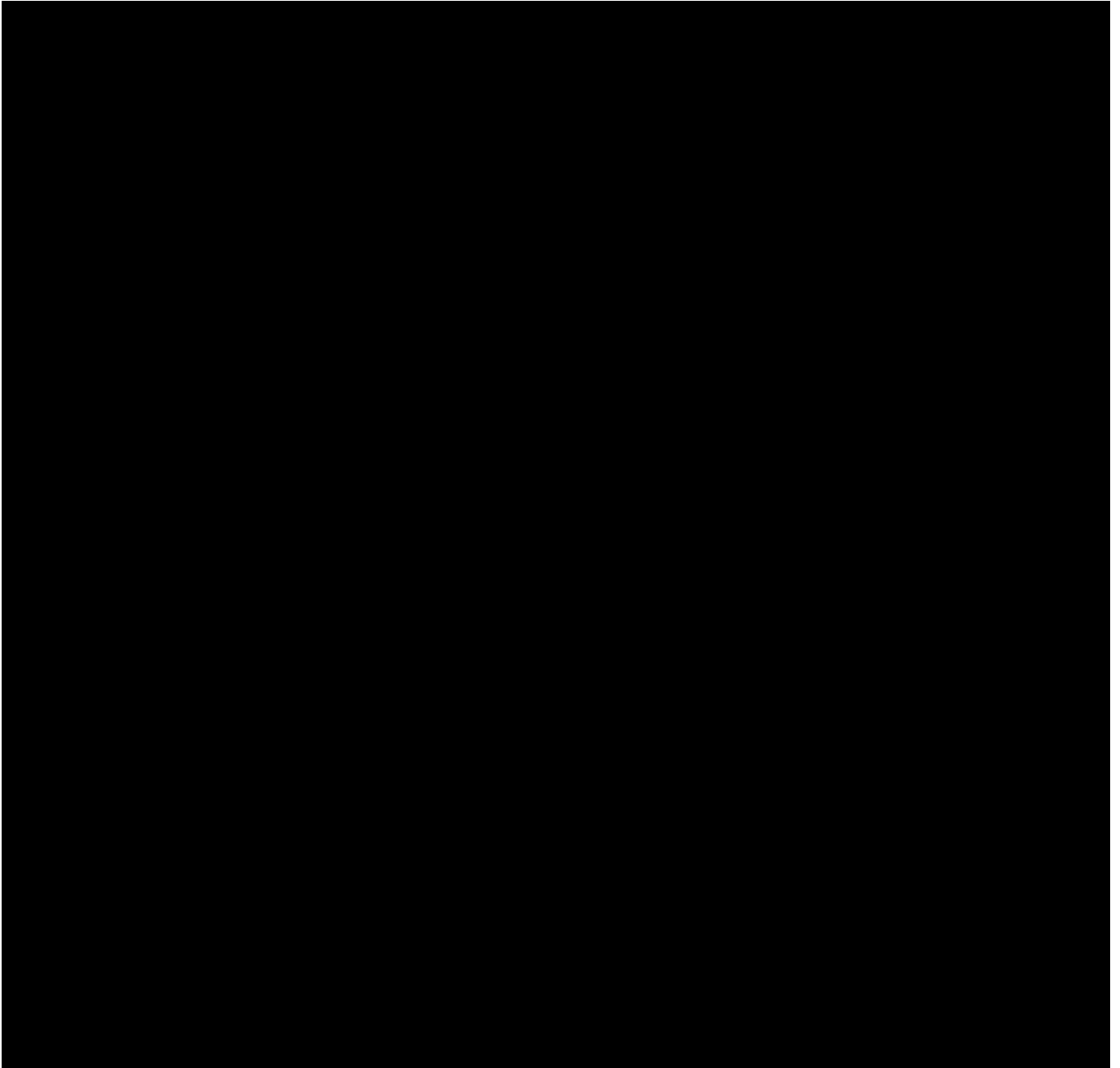


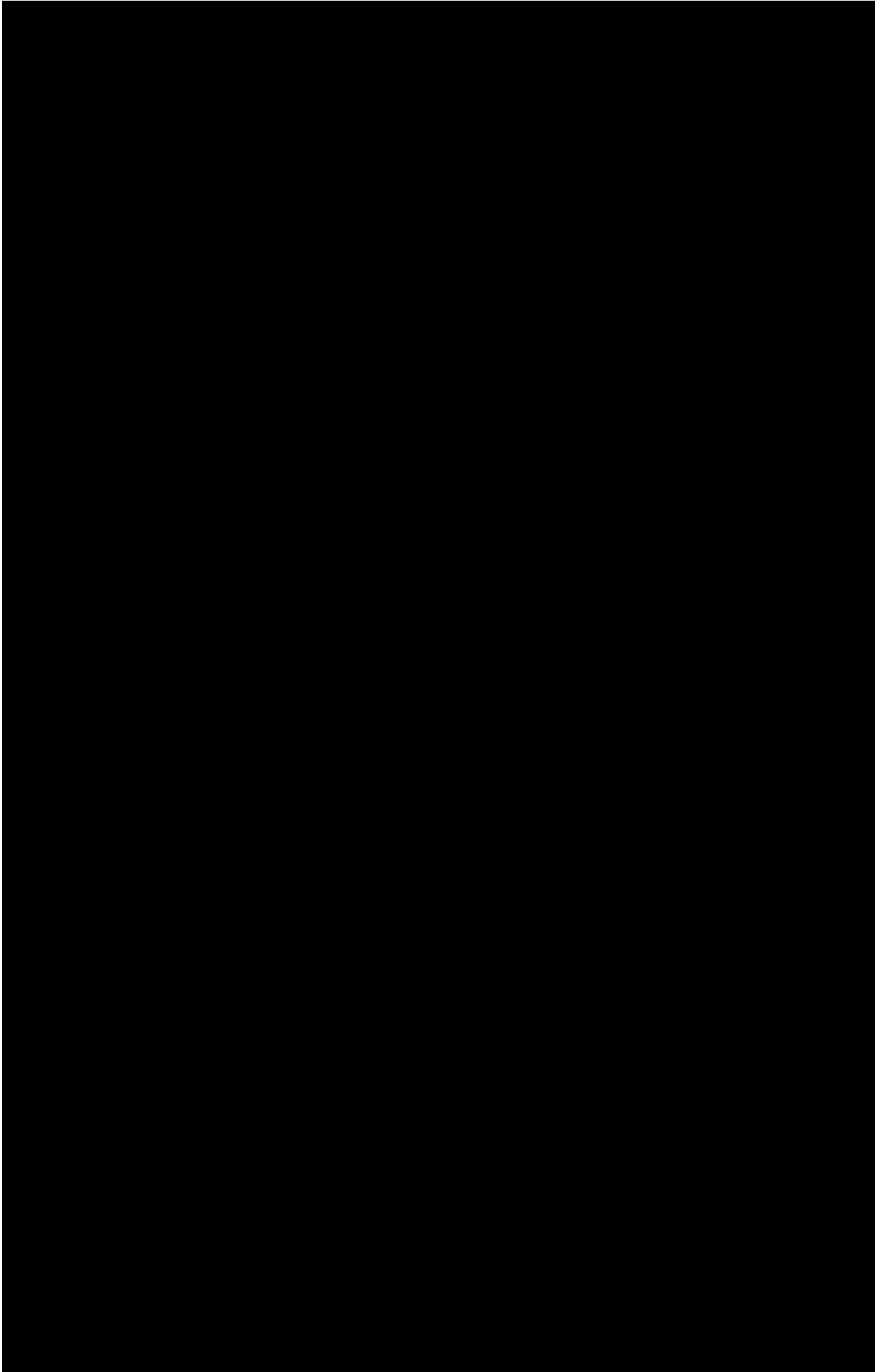


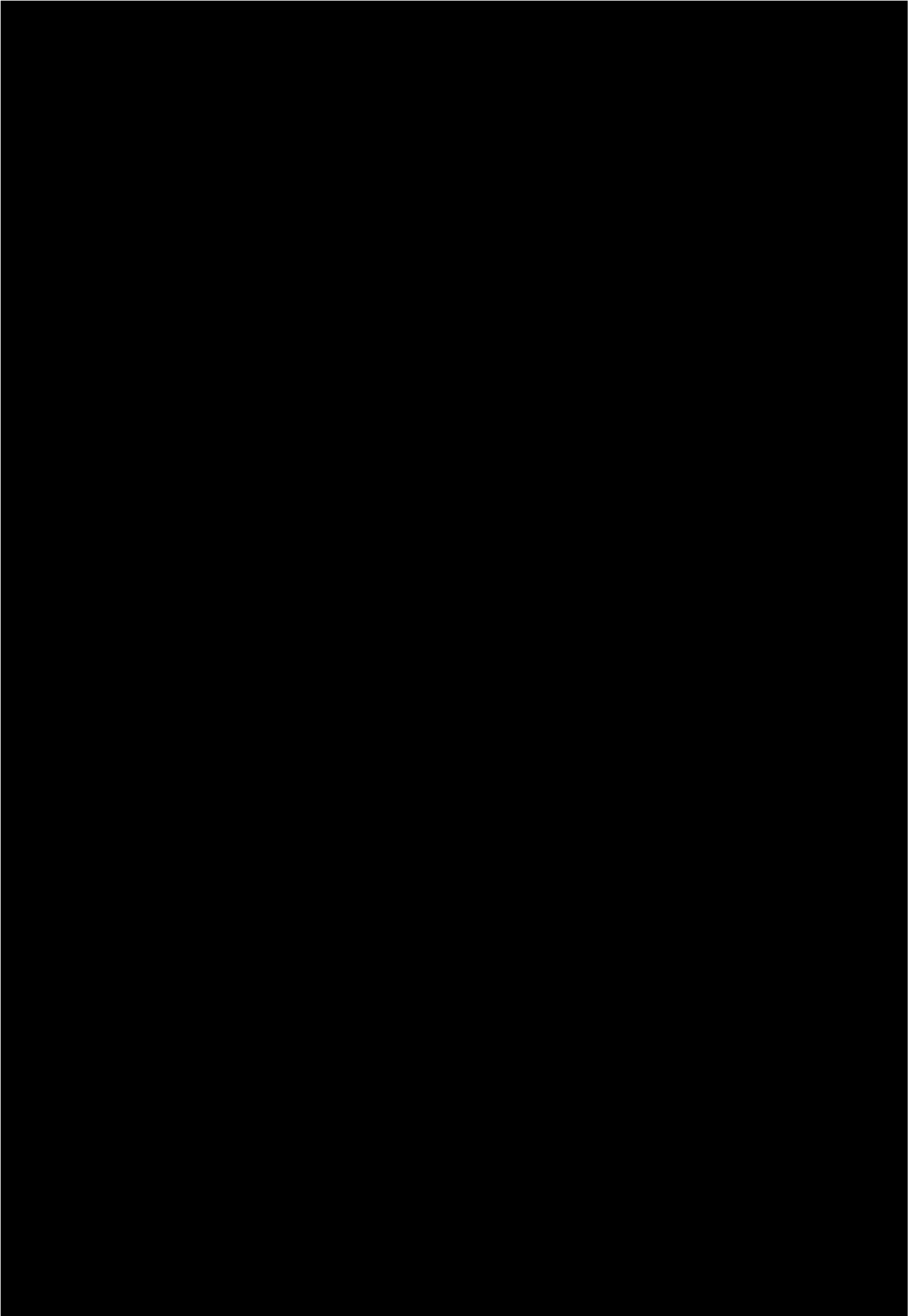


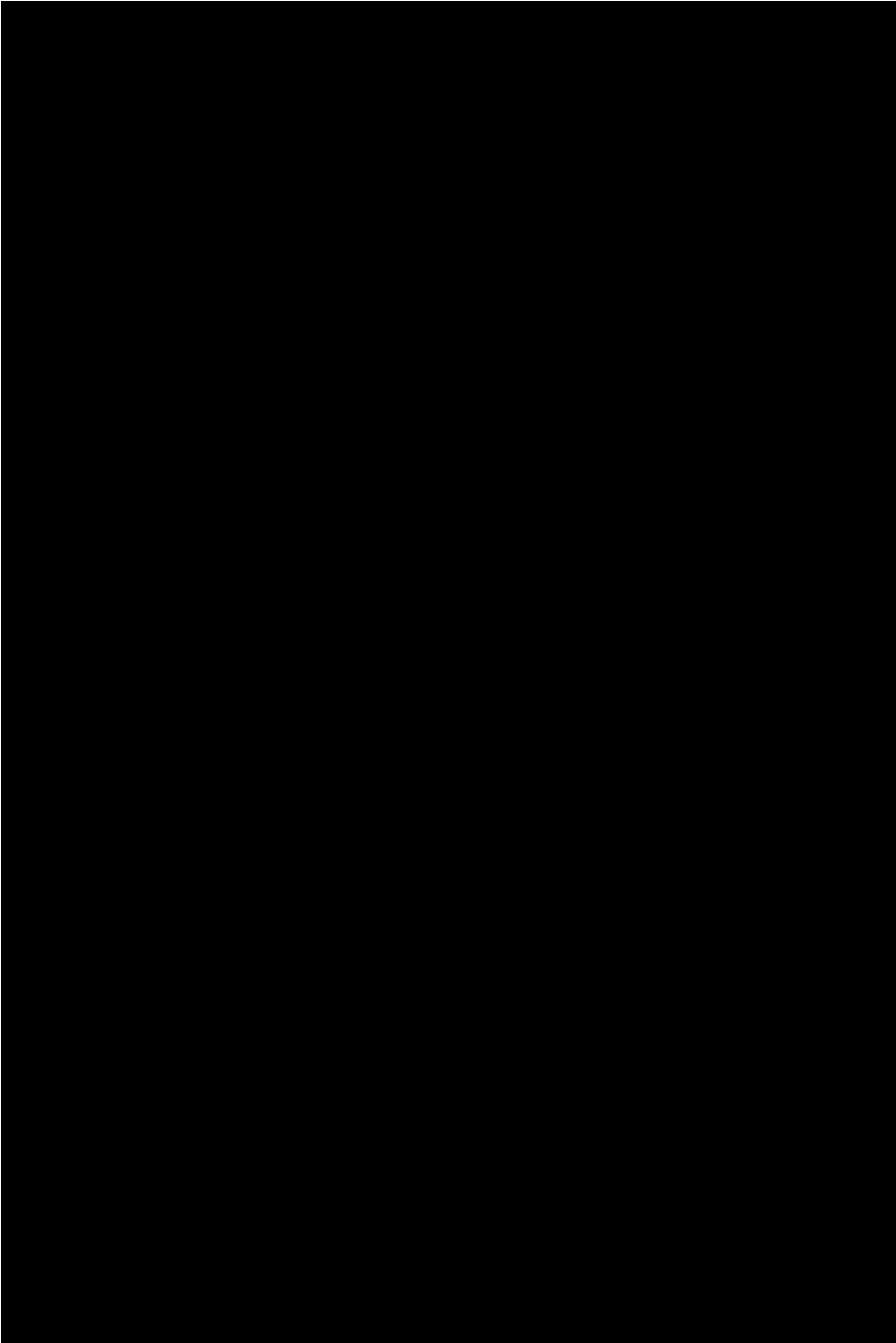


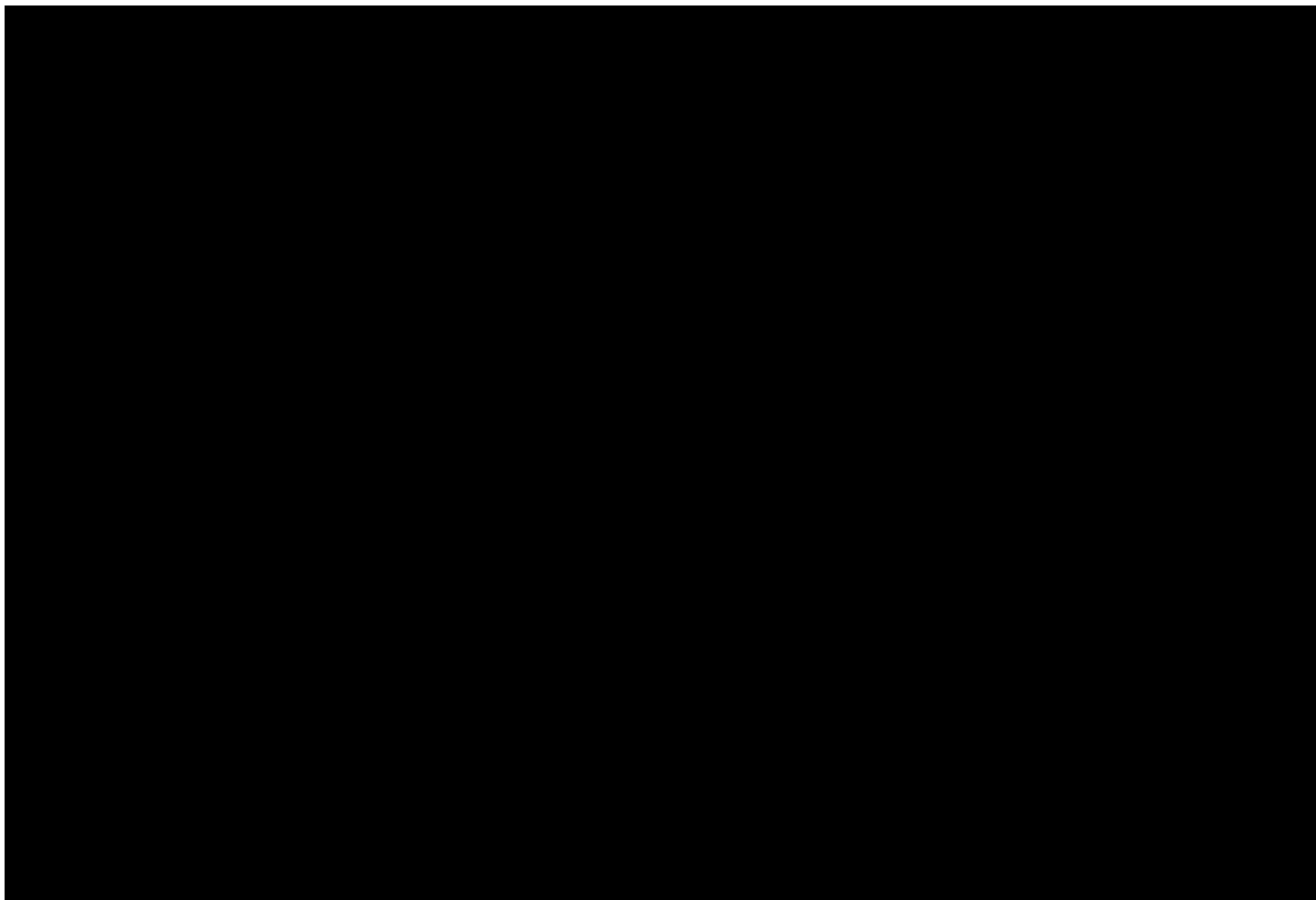
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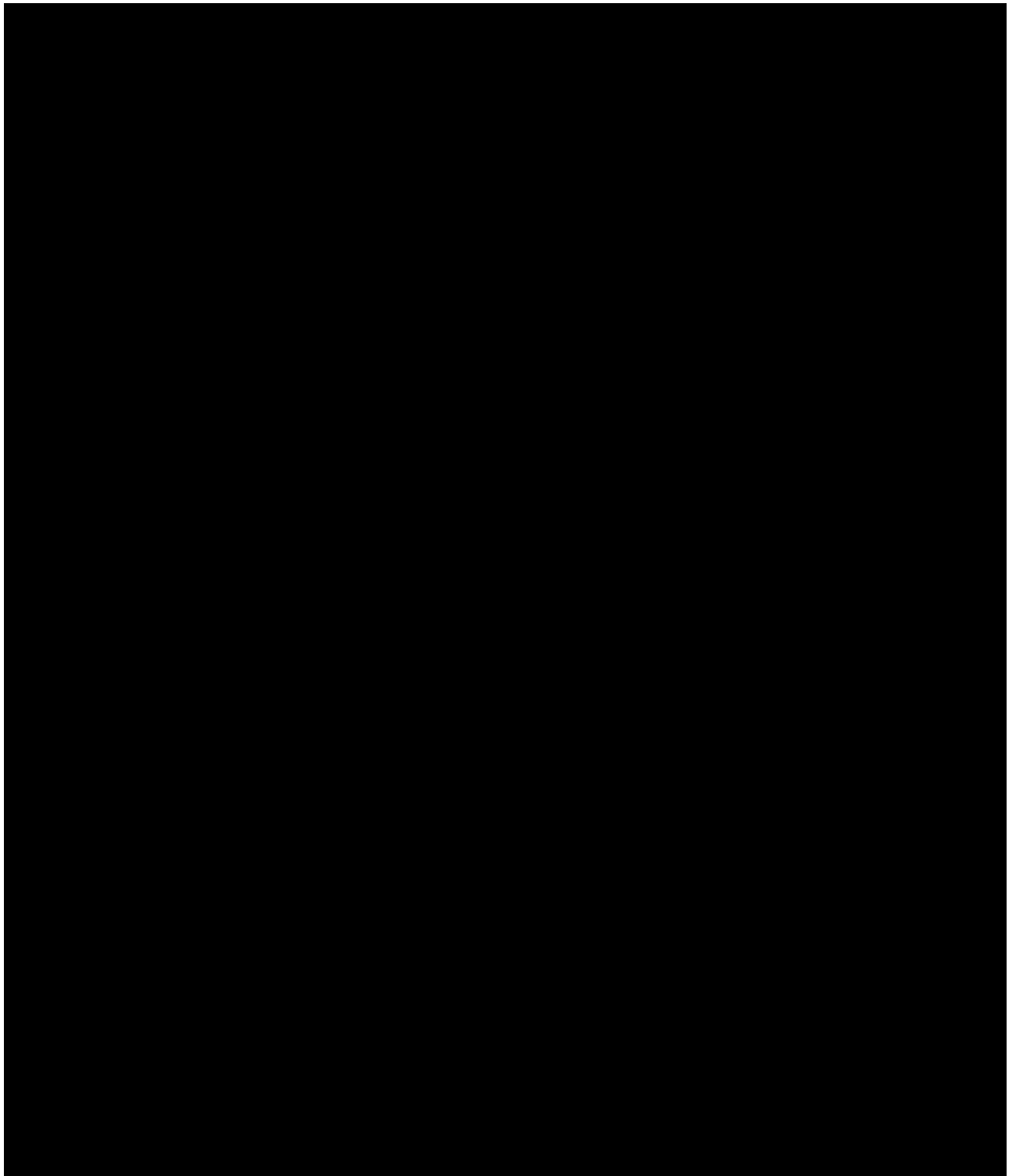




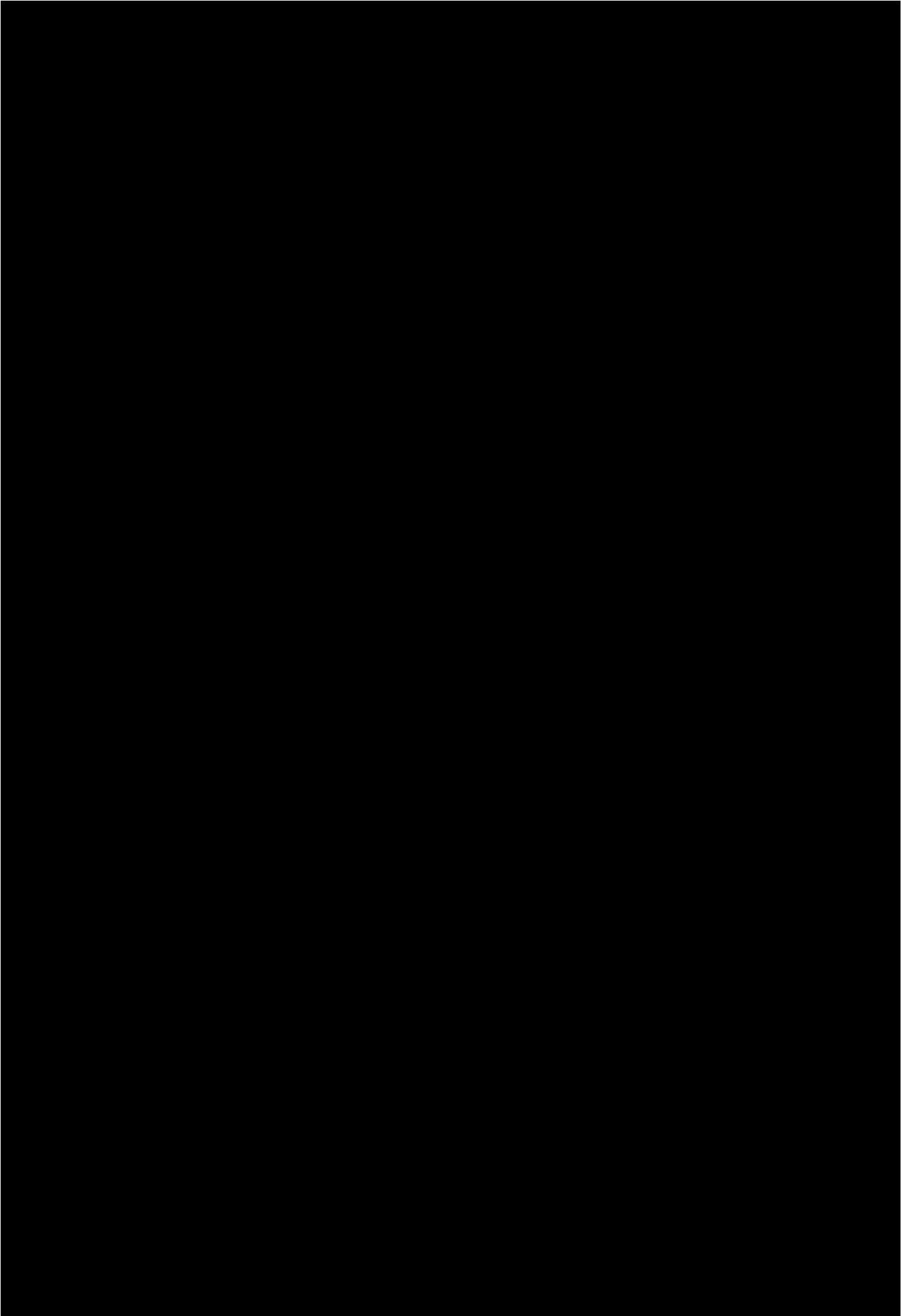




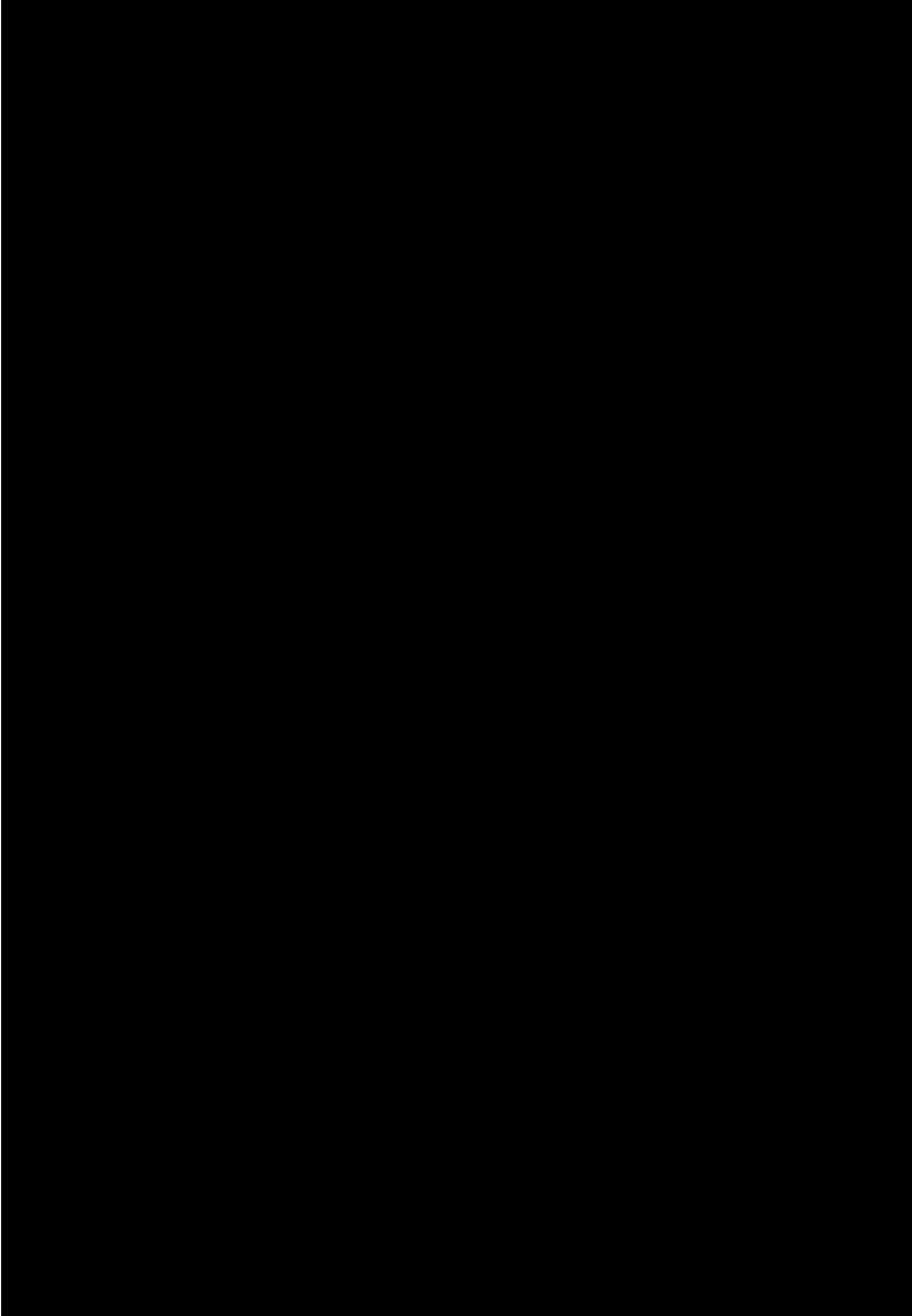


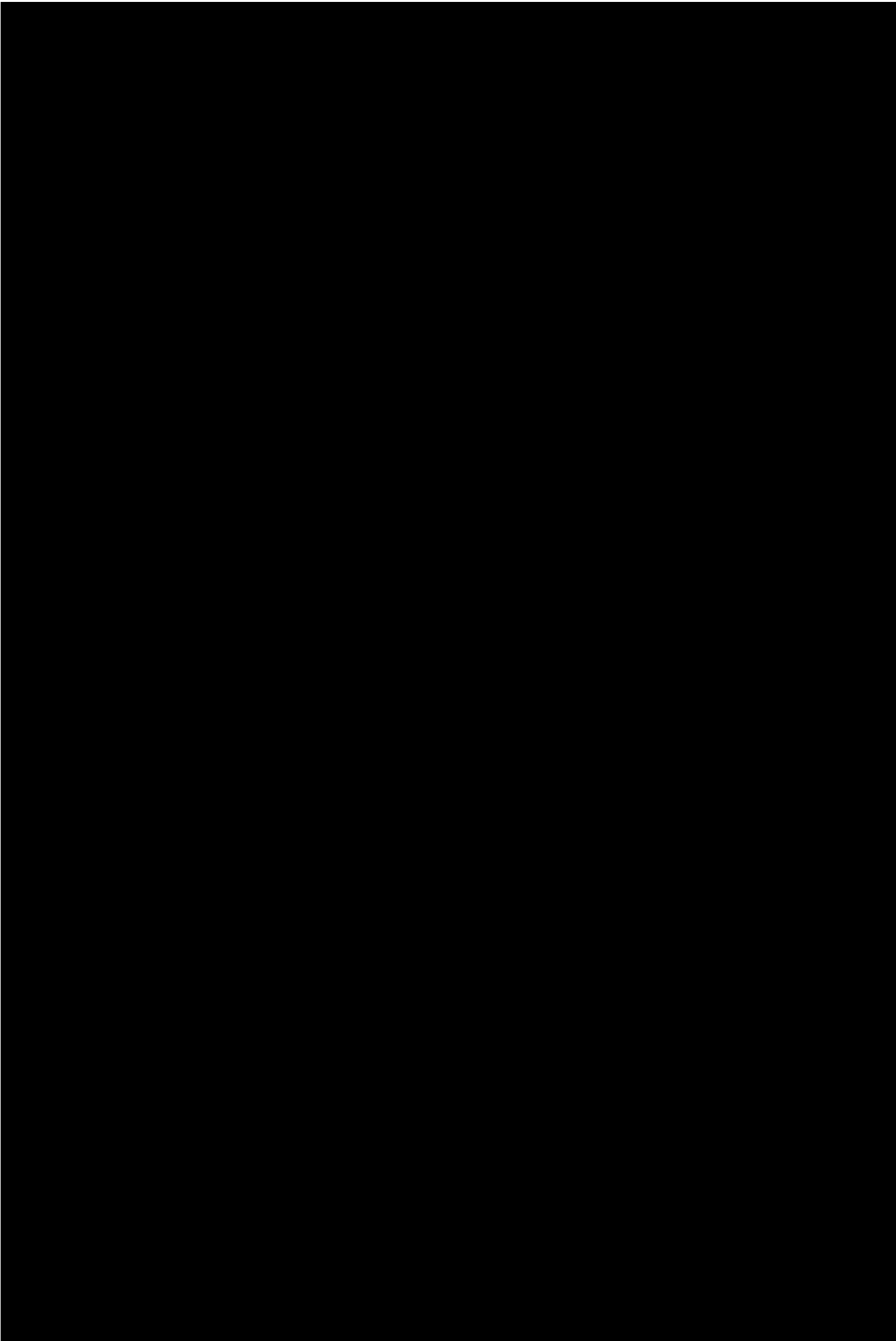


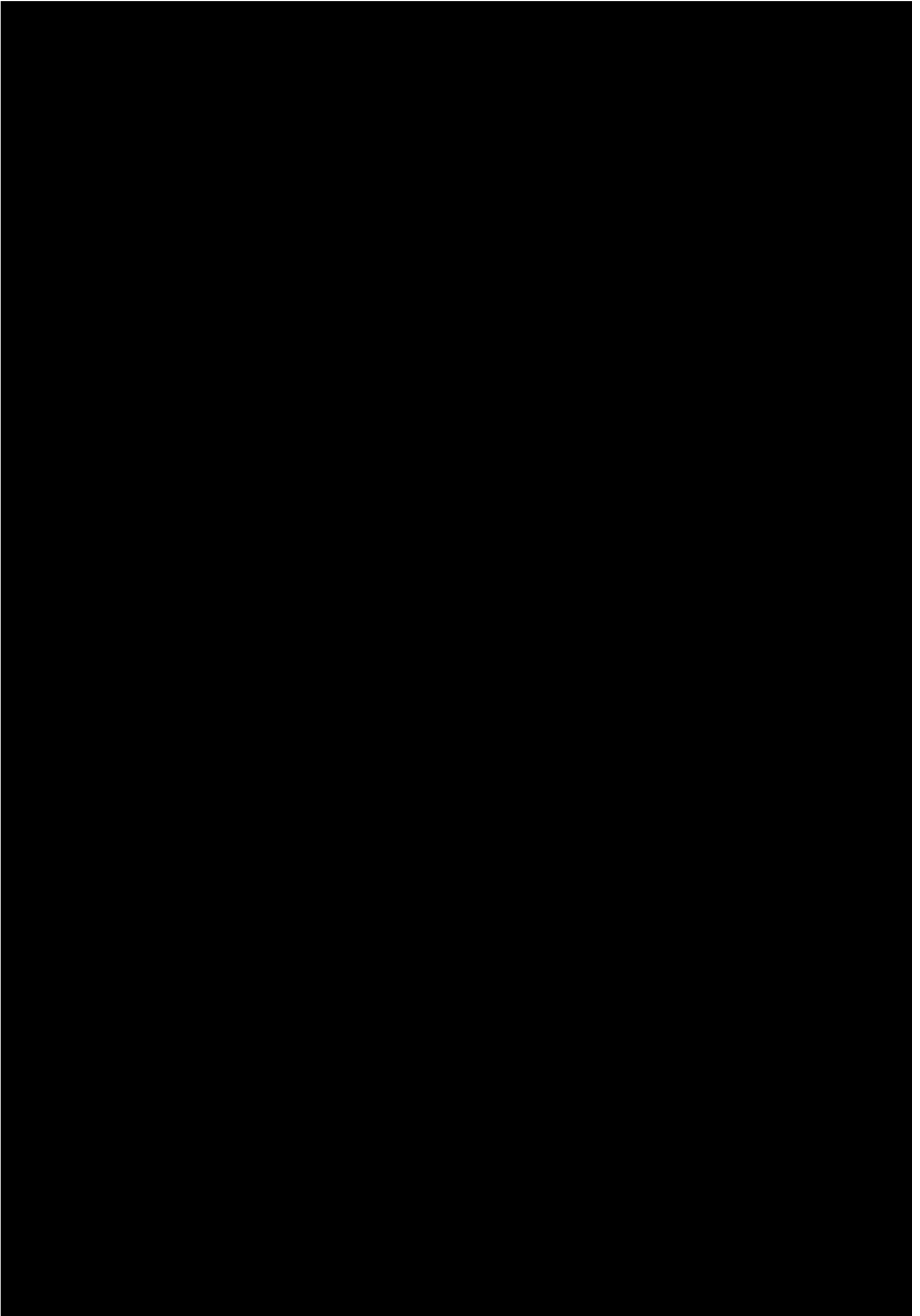
**Enhancing the team**

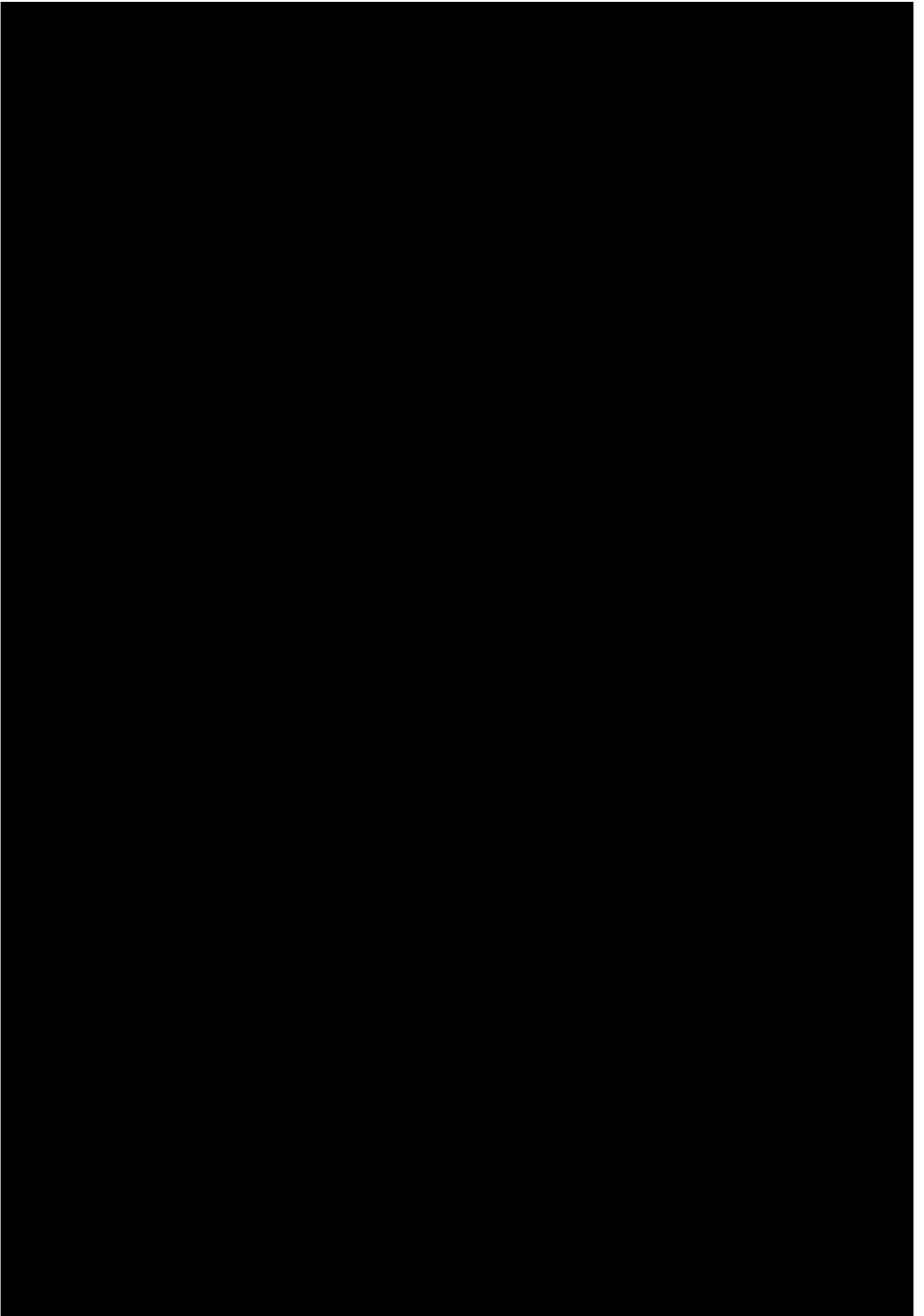


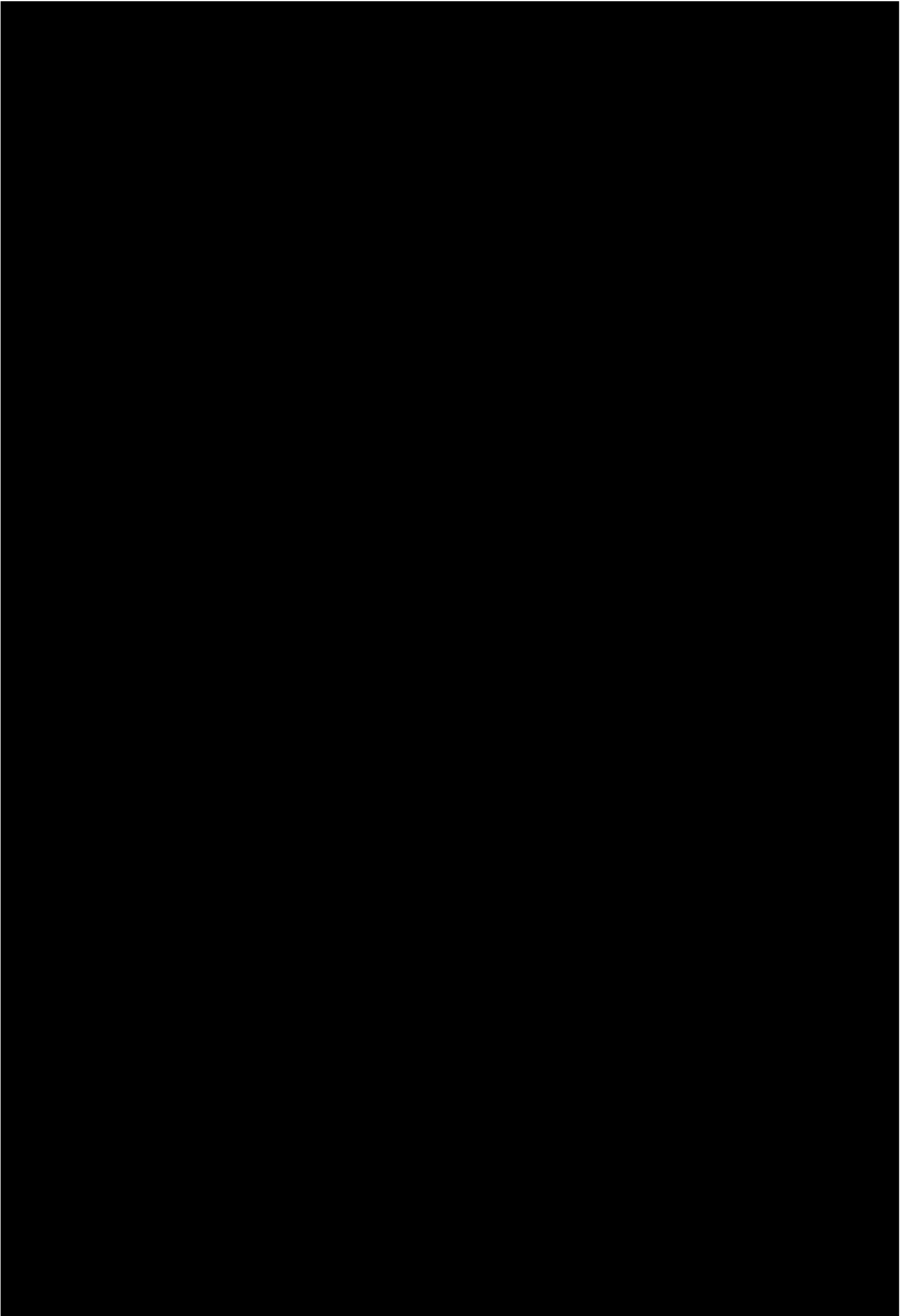


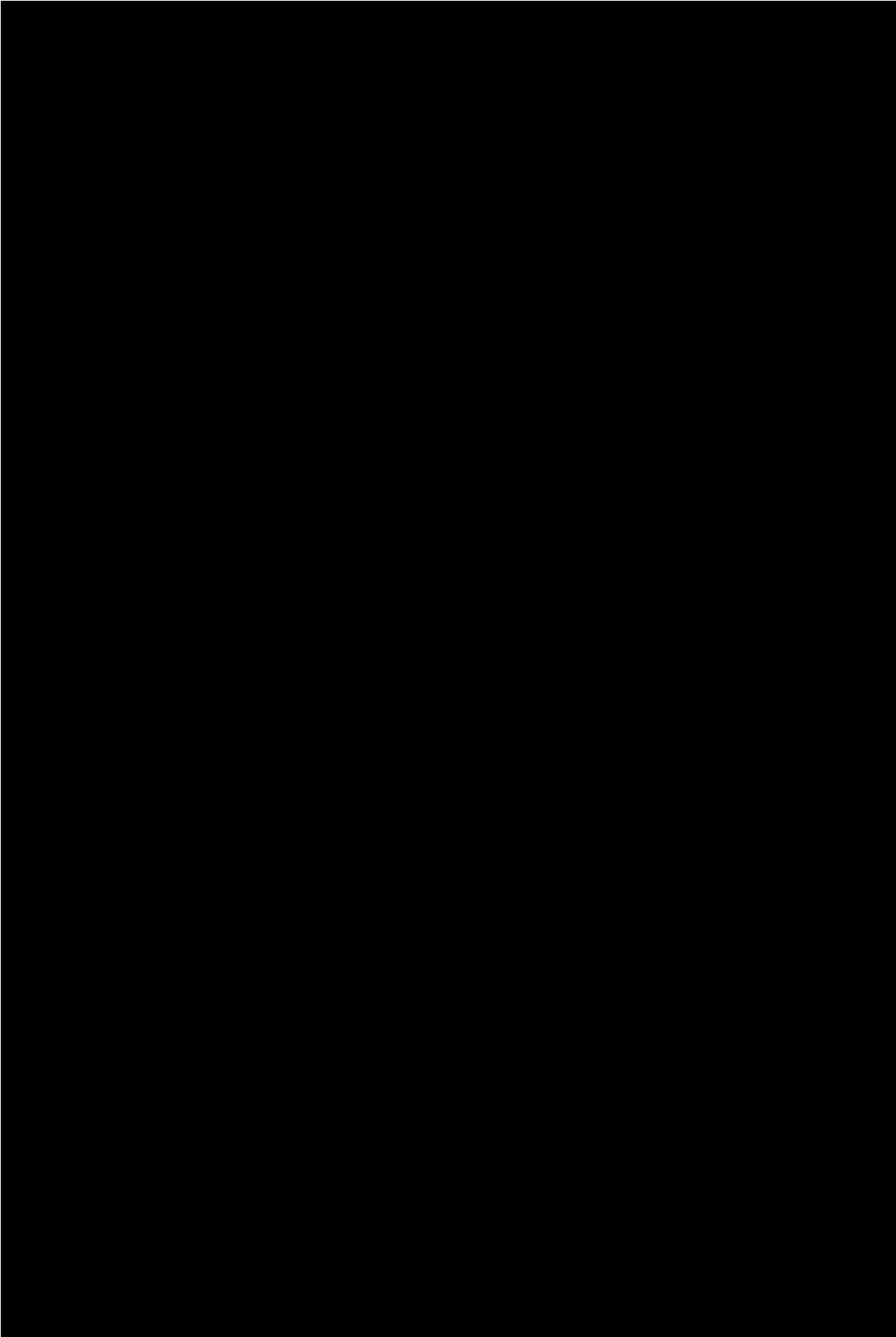


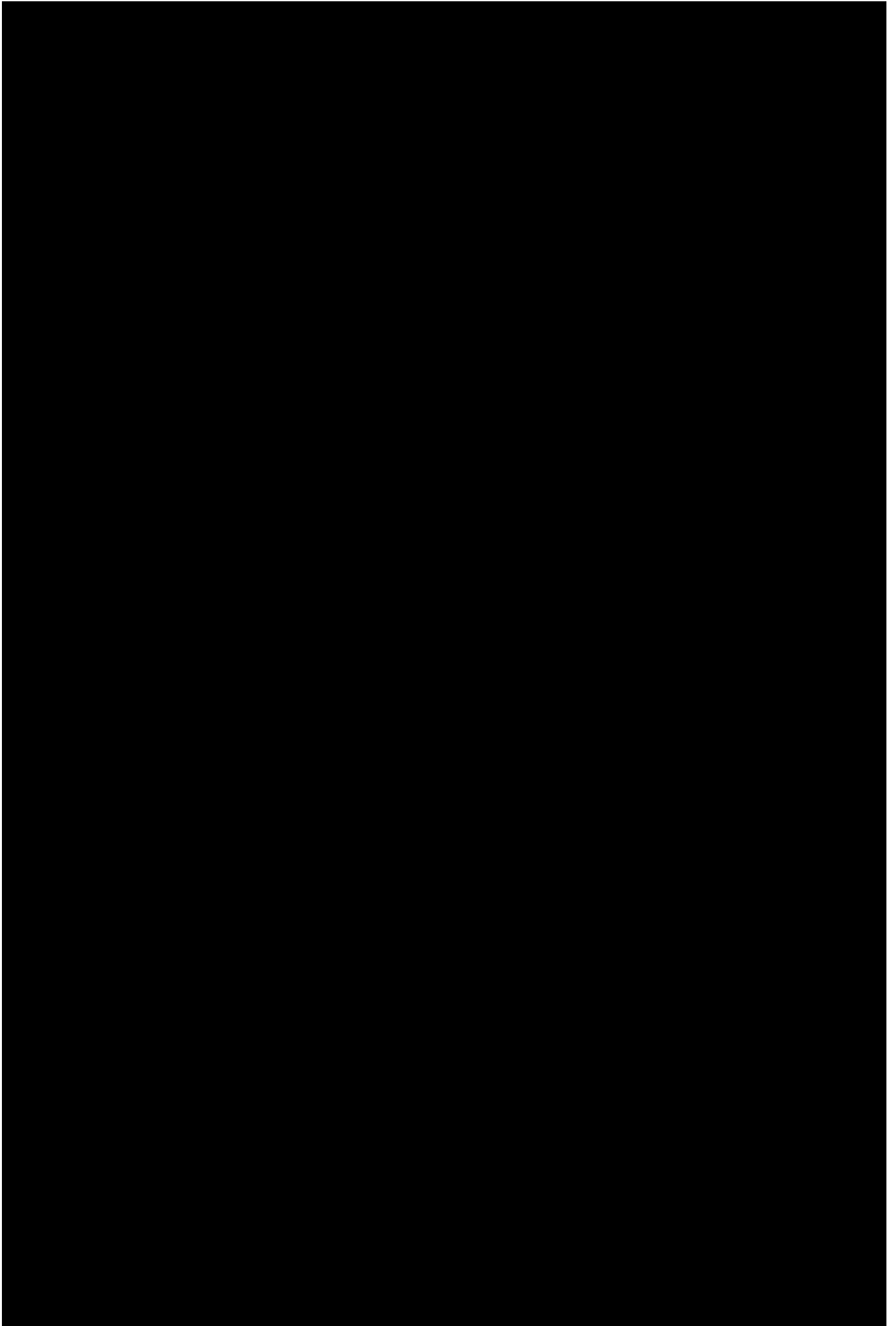


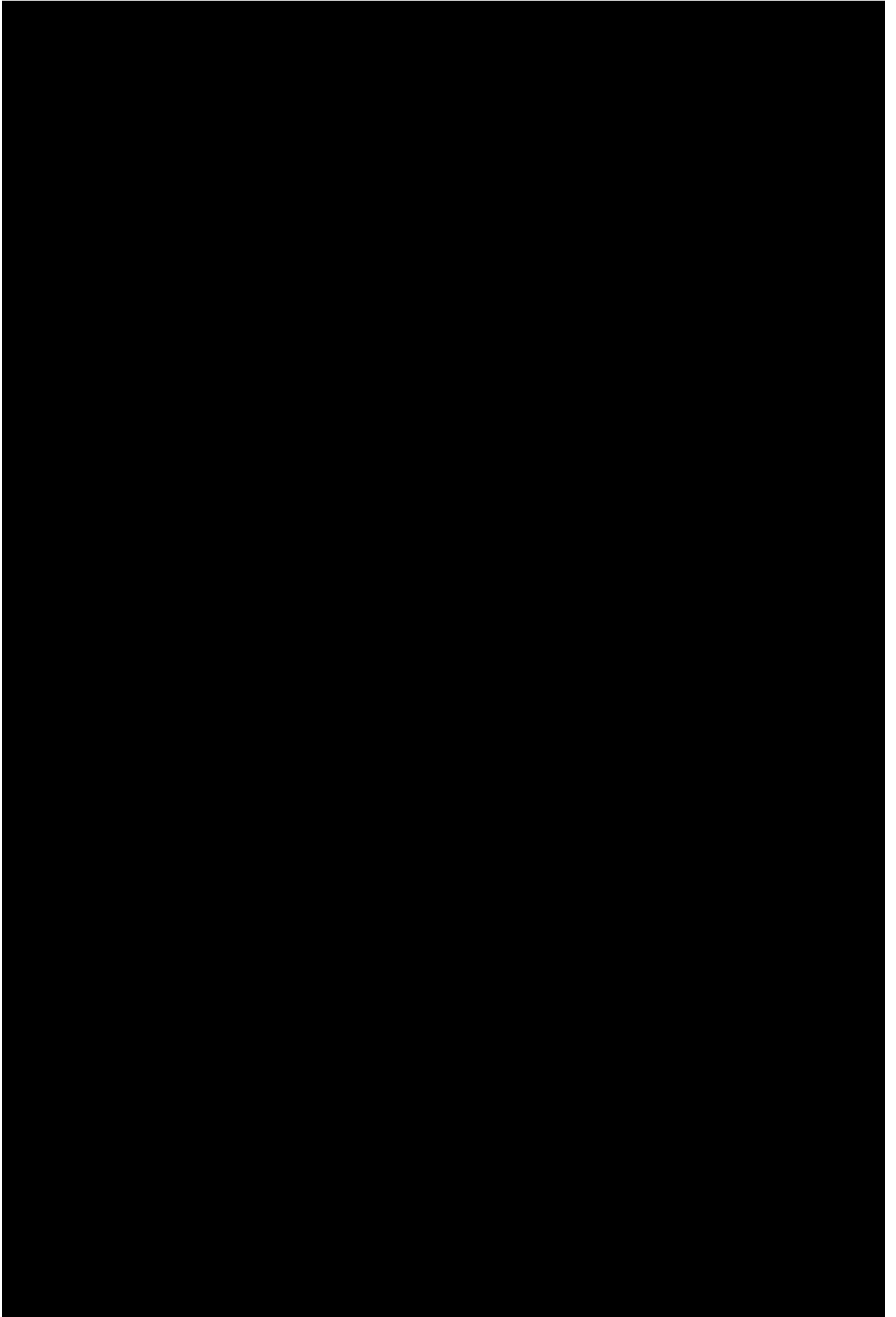




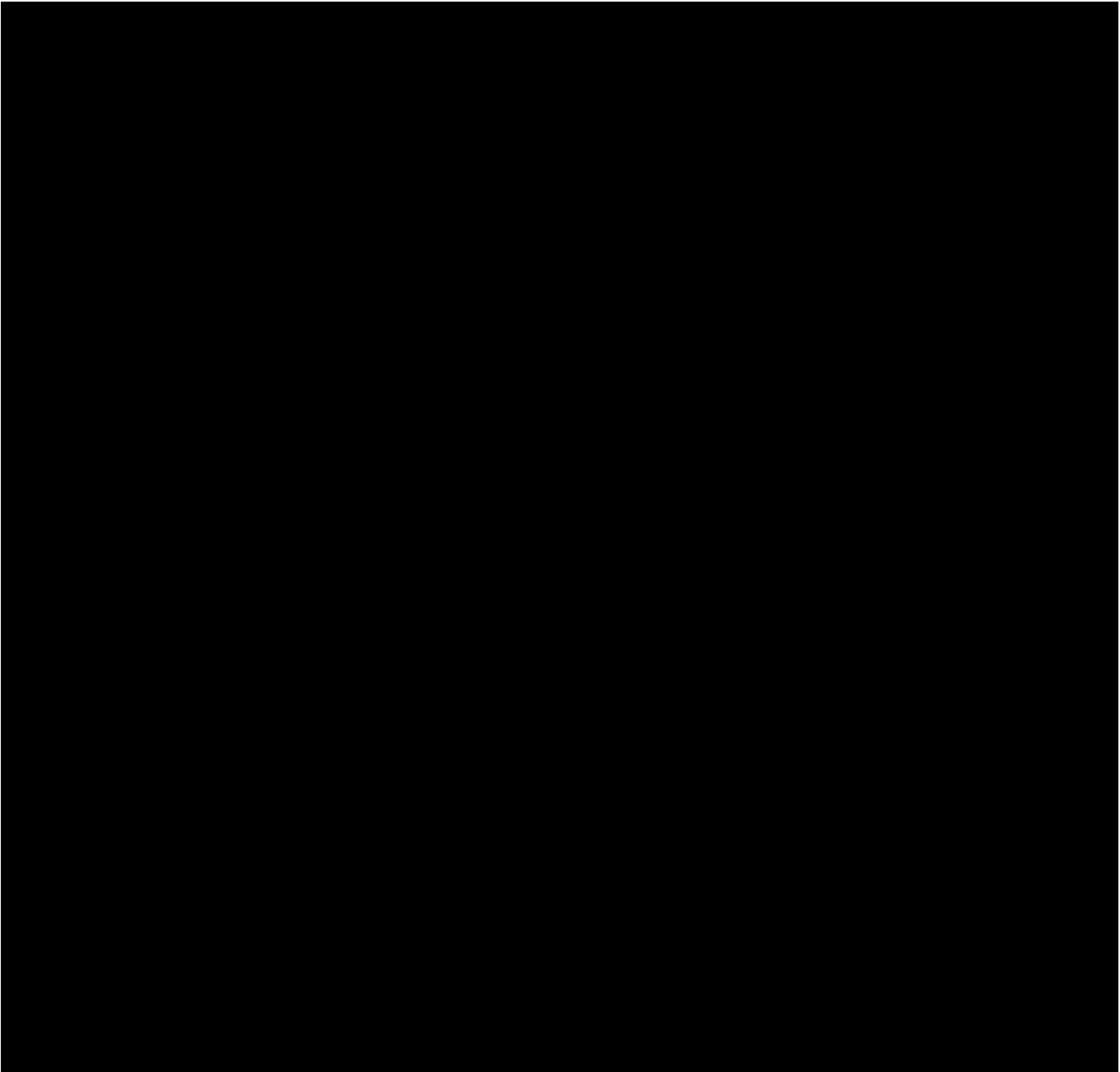


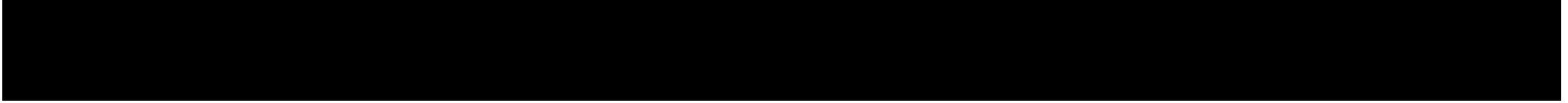


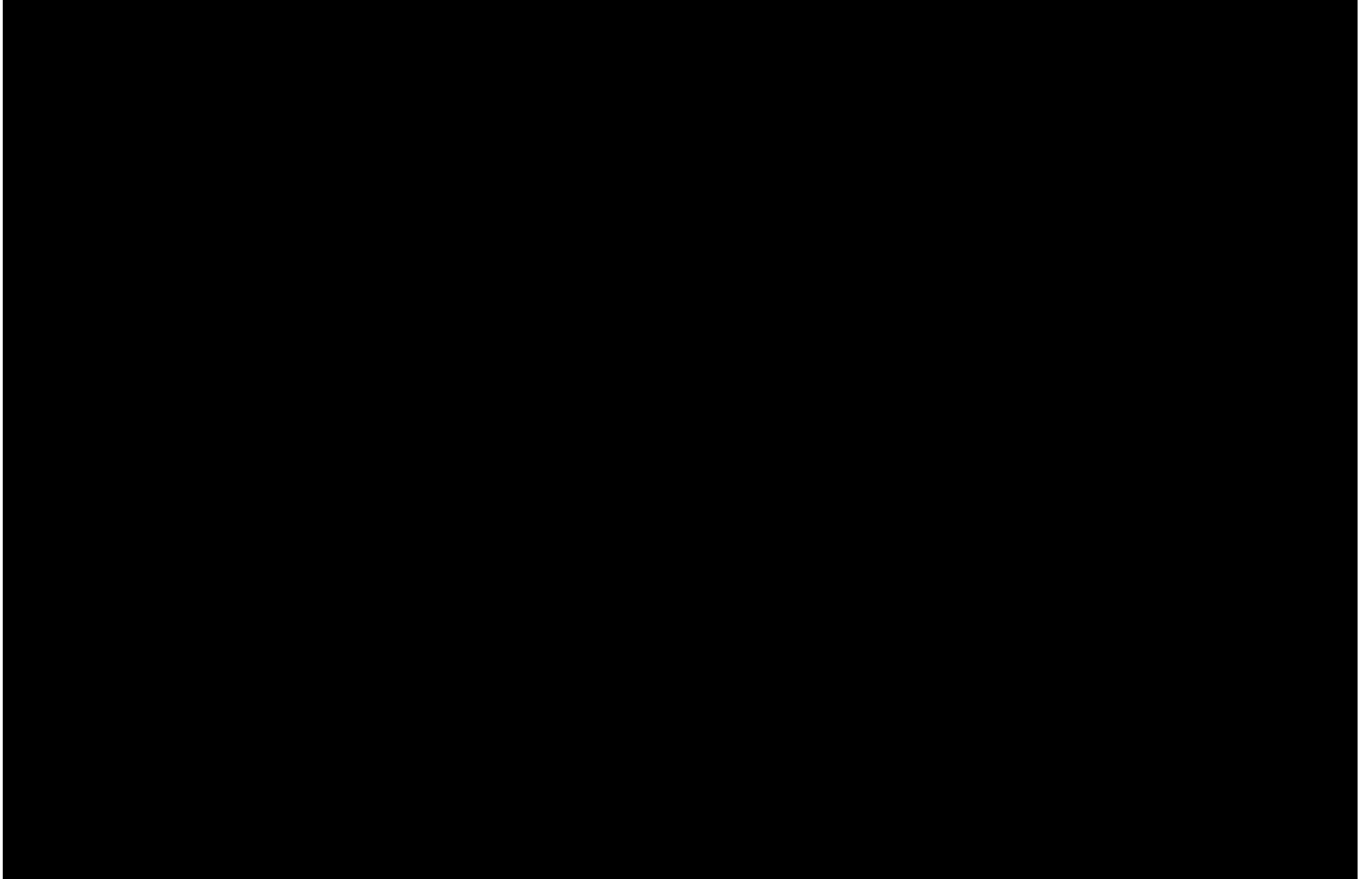


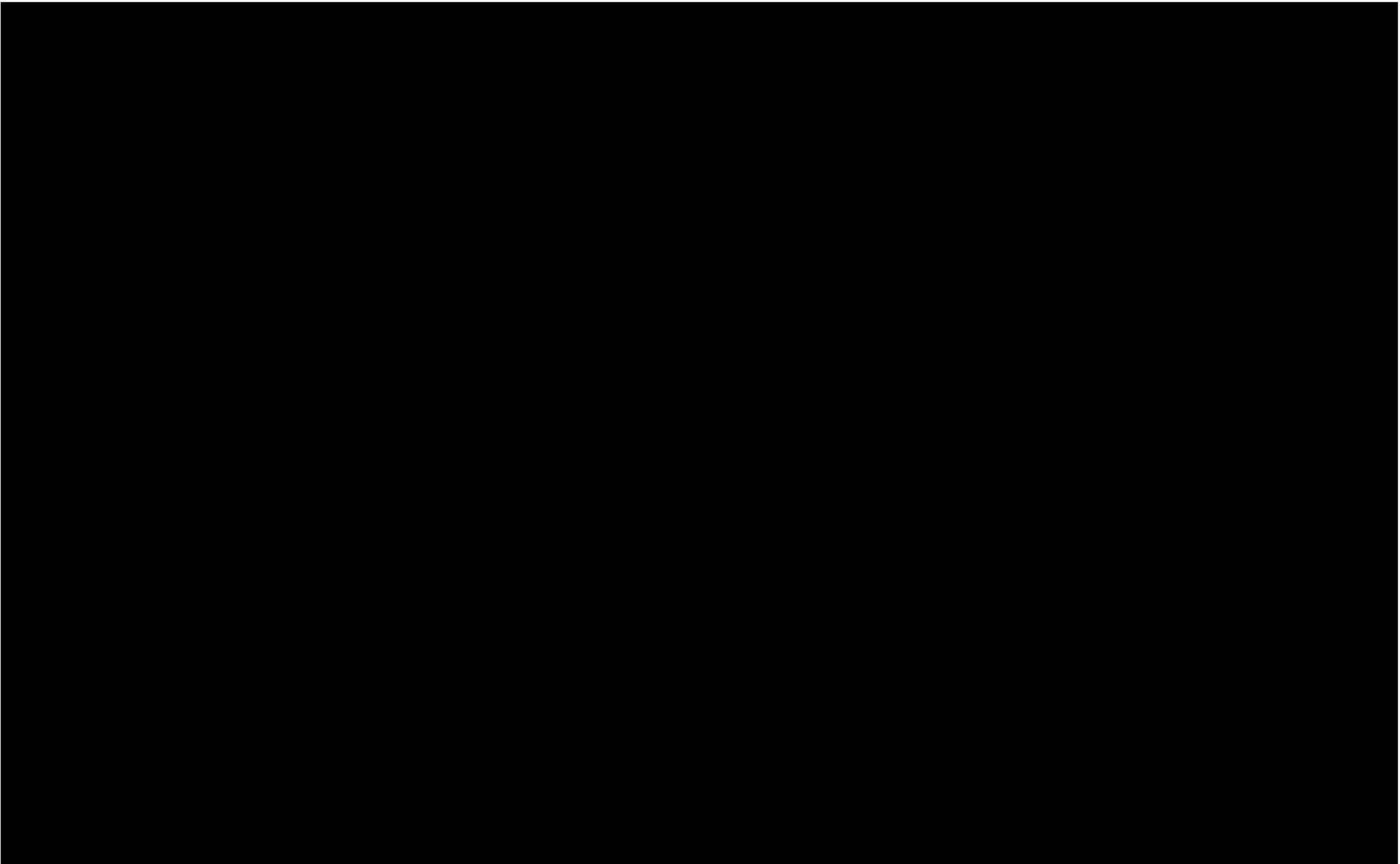


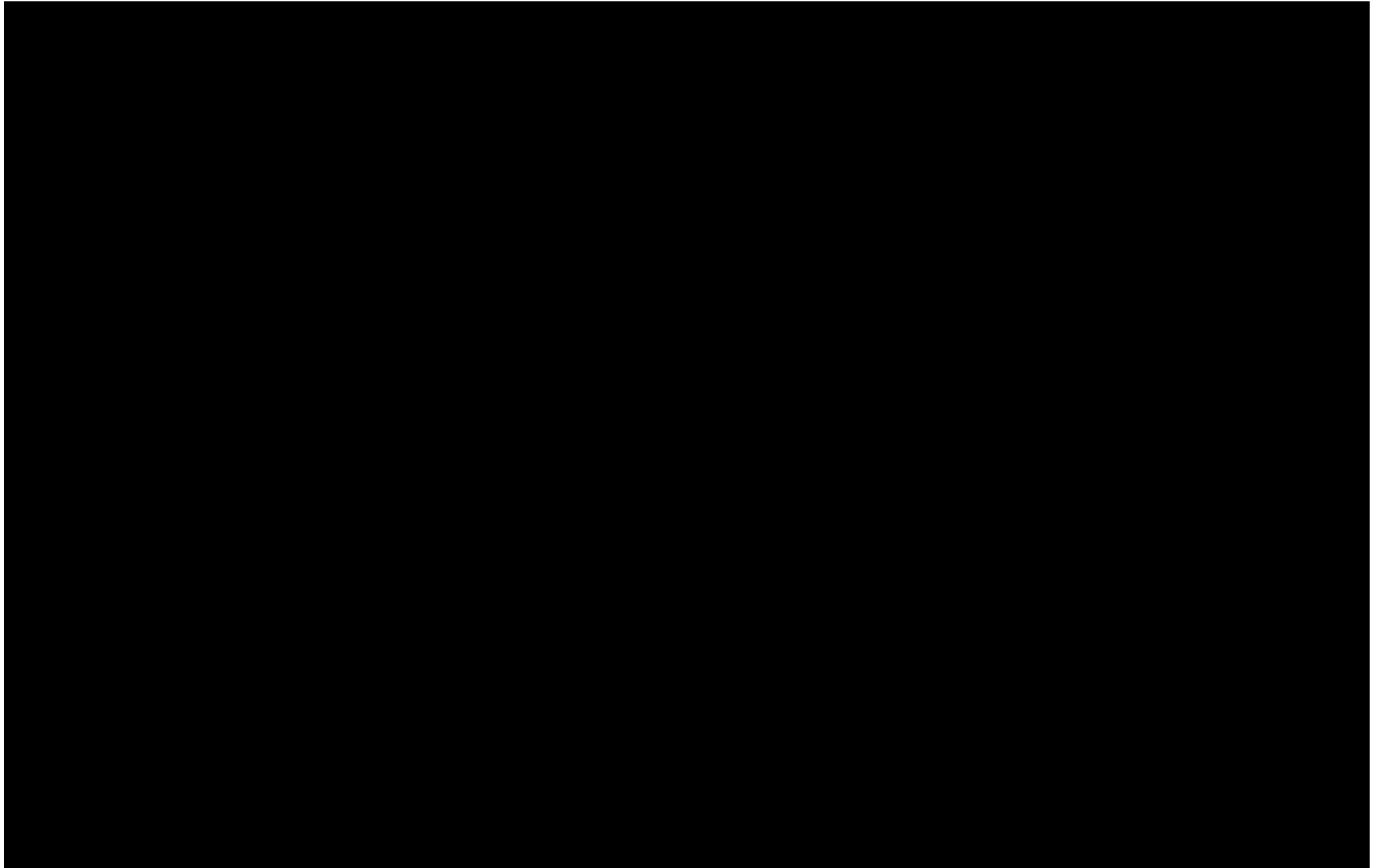


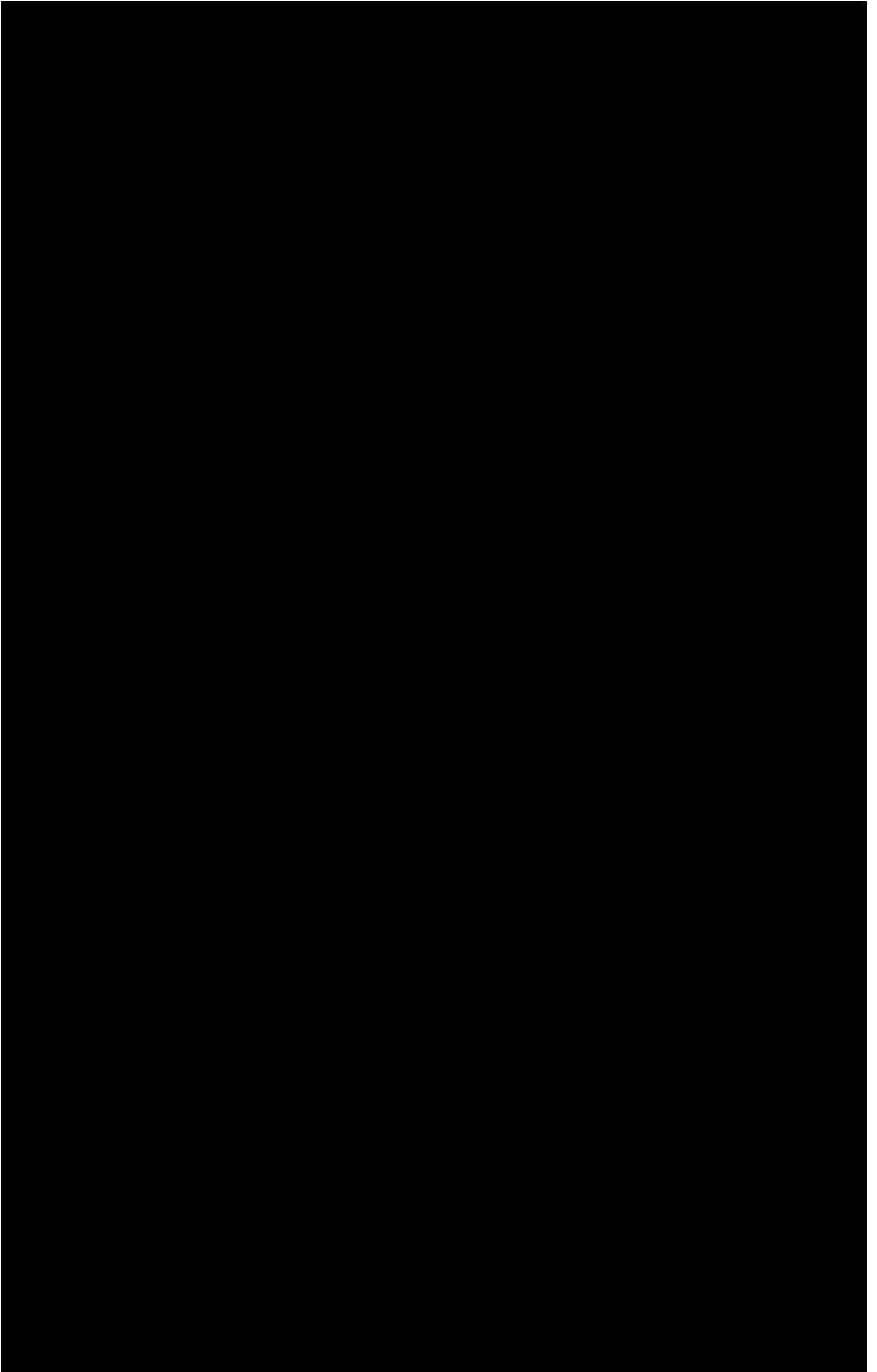


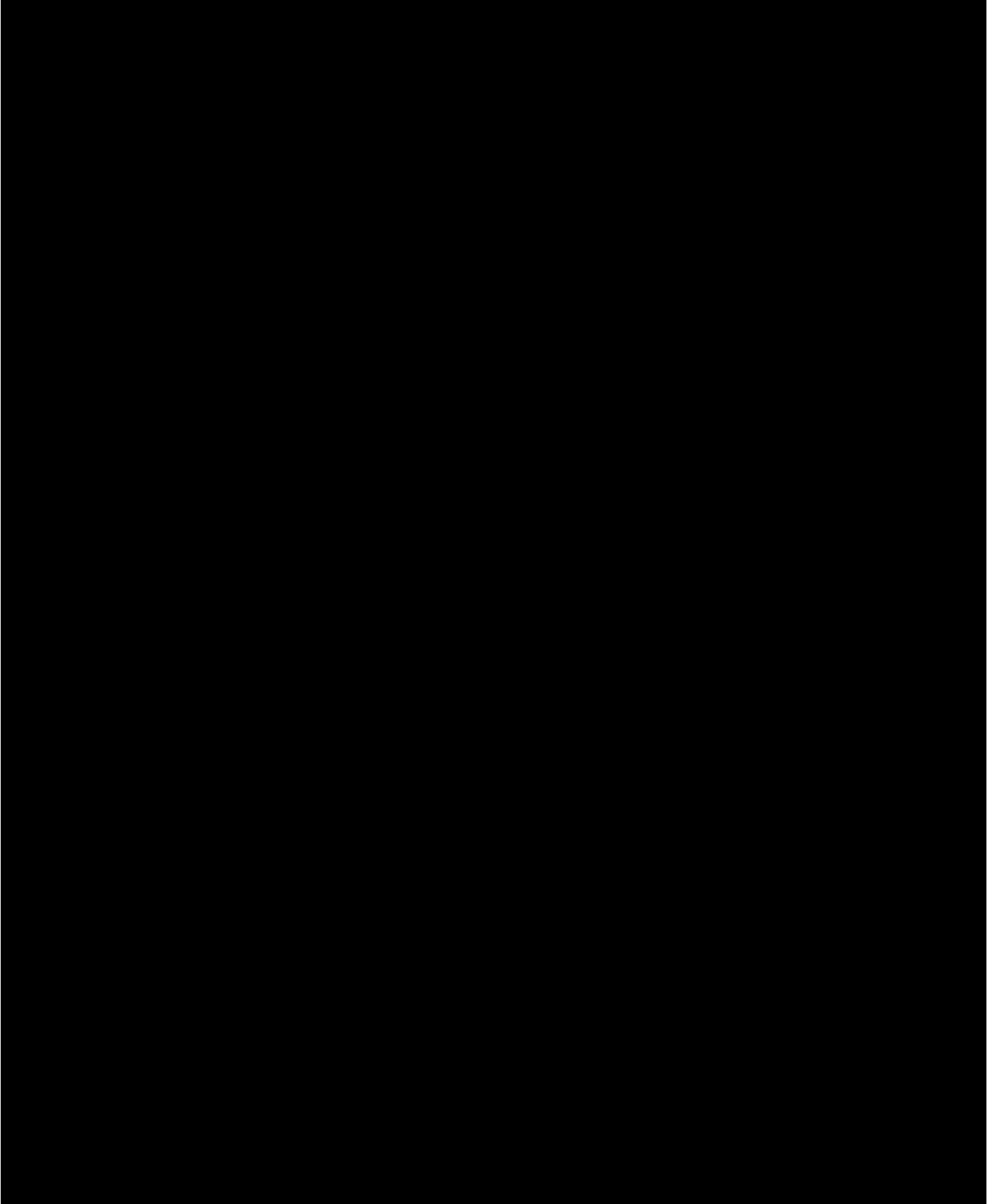


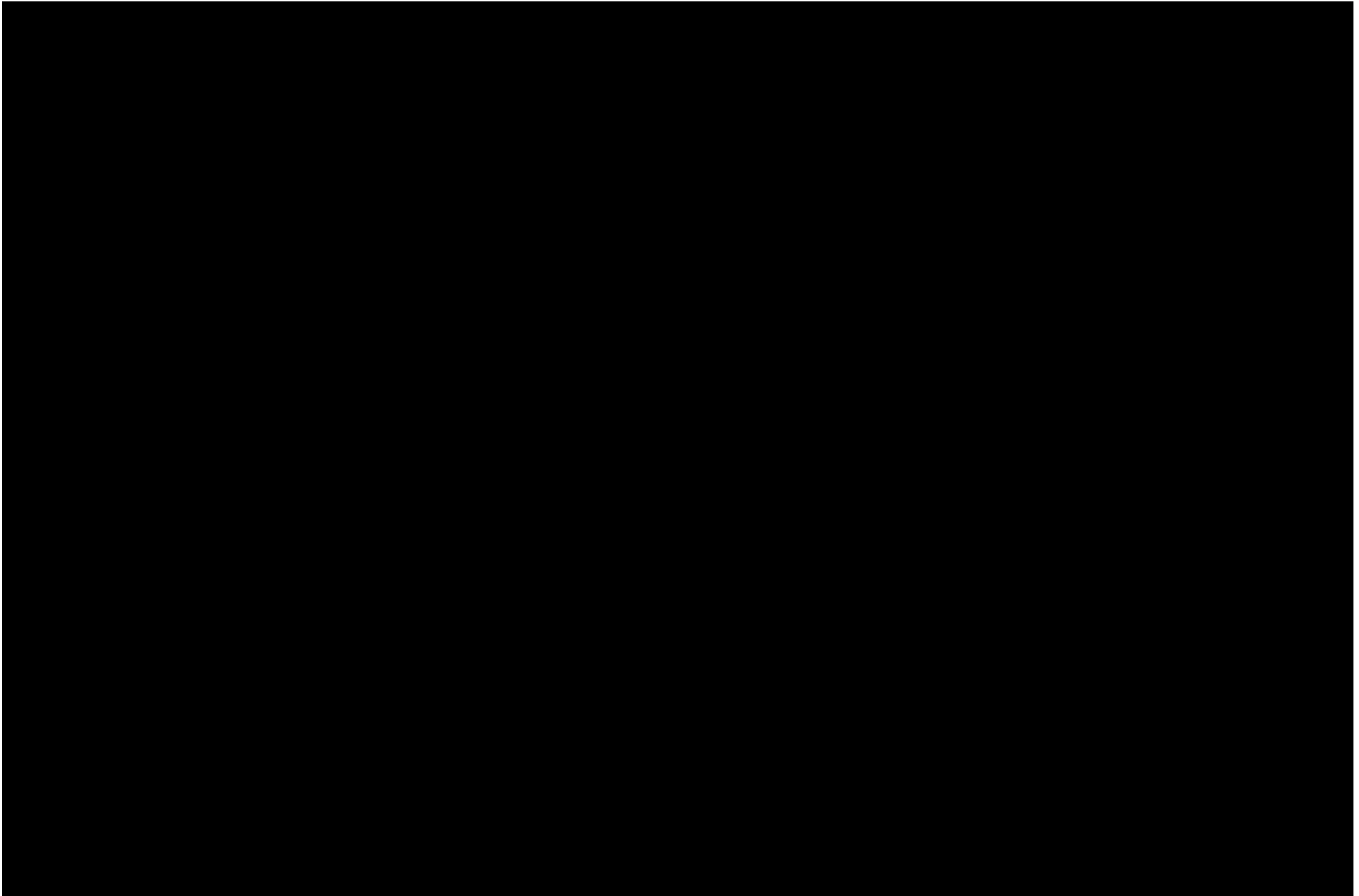




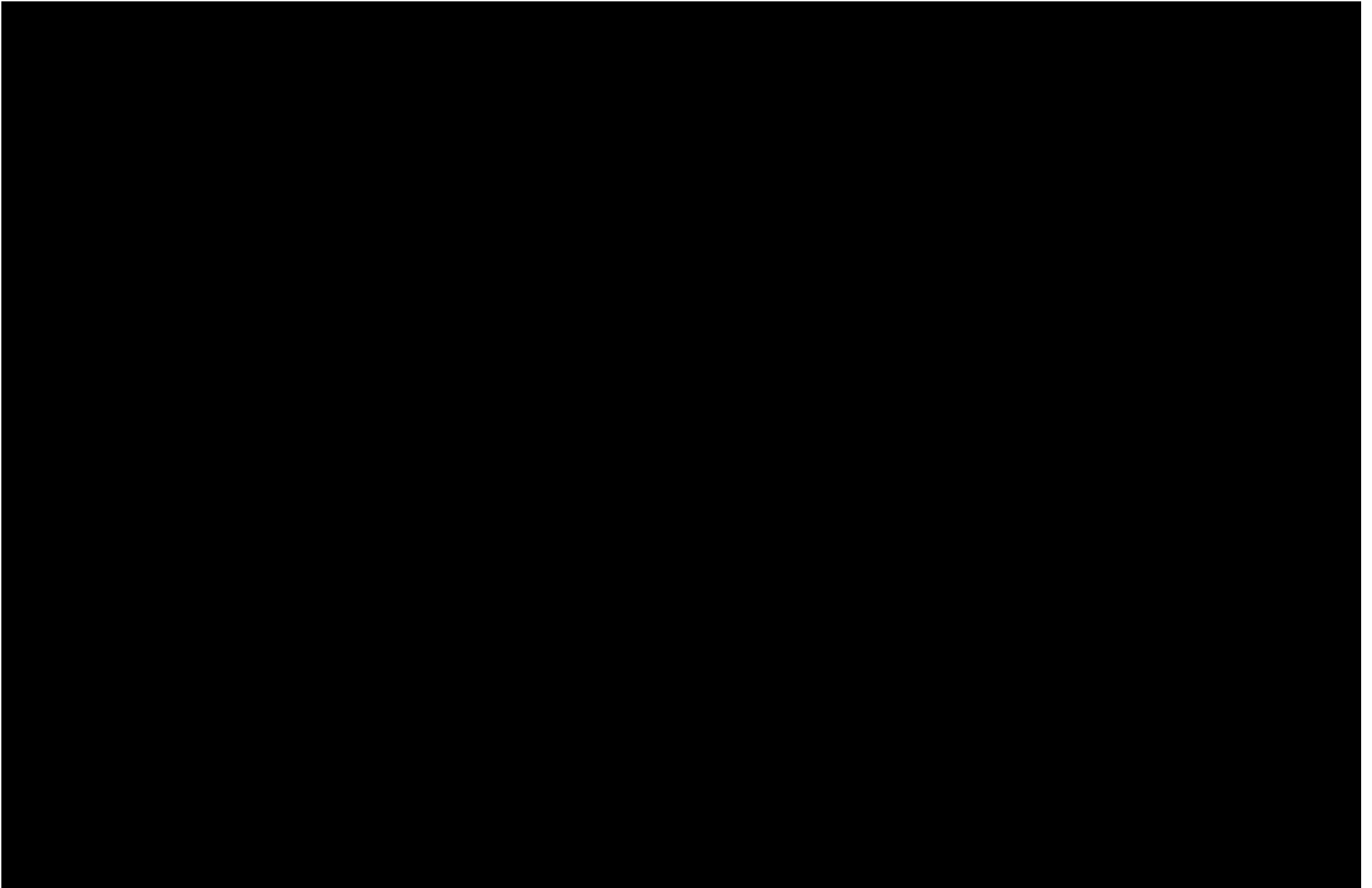












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