

RM6100 Technology Services 3 Framework Schedule 4 Annex 1 Lot 1 Order Form

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 14th February 2022 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call-Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234. 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 Deliverables 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 (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 Schedule of Processing, Personal Data and Data Subjects;
- 4. Attachment 3 Transparency Reports; and
- 5. Annex 1 Call-Off Terms.

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

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



Section A General information

Contract Details	
Contract Reference:	PA000000016
Contract Title:	The provision of a Provider for the Design, Implementation and Adoption of Service Management Tools.
Contract Description:	Dstl is seeking expertise is the design, implementation and adoption of Service Management Tools.
Commencement Date: this should be the date of the last signature on Section D of this Order Form	28 th February 2022

Buyer details

Buyer organisation name

Defence Science and Technology Laboratory 'Dstl'.

Billing address

Your organisation's billing address - please ensure you include a postcode

All invoices must quote the Purchase Order number and be sent to: Dstl Accounts Payable, PO Box 325, Portsdown West, FAREHAM, HANTS PO14 9HL.

Tel: REDACTED Under FOIA Section 40, Per

Email: REDACTED Under FOIA Section 40, Personal Information

Buyer representative name

The name of your point of contact for this Order REDACTED Under FOIA Section 40,

Buyer representative contact details

Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 34.2 of the Contract.

Tel: REDACTED Under FOIA Section 40, Pe

Email: REDACTED Under FOIA Section 40, Personal Information

Buyer Project Reference

Please provide the customer project reference number.

N/A - See Contract Reference



Supplier details

Supplier name

The supplier organisation name, as it appears in the Framework Agreement Mozaic Services Limited.

Supplier address

Supplier's registered address

1 King William Street, London, EC4N 7AF

Supplier representative name

The name of the Supplier point of contact for this Order

Supplier representative contact details

Email and telephone contact details of the supplier's representative

T: REDACTED Under FOIA Section 40, Personal Information

REDACTED Under FOIA Section 40, Personal Information

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. N/A.



Section B

Part 1 - The Services Requirement

Commencement Date

See above in Section A

Contract Period

Guidance Note – this should be a period in months from the Commencement Date, up to the maximum permitted Contract Period of 24 months (2 years)

Up to 12 months but, may finish sooner if project dependencies are realised.

Services

The Supplier shall provide the following Services to the Buyer:

The Services are more particularly described in Attachment 1 (Services Specification).

Deliverables

The Supplier shall provide the following Deliverables to the Buyer as part of the Services:

The Deliverables are more particularly described in Attachment 1 (Services Specification).

Sites for the provision of the Services

Guidance Note - Insert details of the sites at which the Supplier will provide the Services and/or Deliverables, which shall include details of the Buyer Premises, Supplier premises and any third party premises.

The Supplier shall provide the Services and/or Deliverables from the following Sites:

Buyer Premises:

- 1. Dstl Porton Down, Salisbury, Wiltshire
- 2. Dstl Portsdown West, Fareham, Hampshire
- 3. Remote via Working from Home

Supplier Premises:

Mozaic Services Ltd, 1 King William Street, London, EC4N 7AF

Third Party Premises:

N/A



Additional Standards

Guidance Note: see Clause 7 (Standards) and the definition of Standards in Schedule 1 of the Call-Off Terms. Specify any particular standards that should apply to this Contract over and above the Standards.

See Security Aspects Letter (SAL) - See Appendix A

Key Supplier Personnel

Guidance Note: see Clauses 6.4 – 6.8 of the Call-Off Terms. Include any Key Supplier Personnel (and their Key Roles).

Key Supplier Personnel	Key Role(s)	Duration
REDACTED Under FOIA Section 40, Person	Engagement Manager	Contract Period

Buyer Property

Guidance Note: see definition of Buyer Property in Schedule (Definitions) of the Call-Off Terms. Include details of any property other than real property or IPR below.

Dstl Laptops - GFA-1

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.

See Security Aspects Letter (SAL) - See Appendix A

Buyer Enhanced Security Requirements

Guidance Note: if the Supplier has access to the Buyer System then the Buyer should consider including additional enhanced security requirements here to govern the Supplier's use of such system – this might include incorporating an ICT policy. These requirements are in addition to those set out in the Security Policy (if any) above.

See Security Aspects Letter (SAL) - See Appendix A

Hold and maintain a Cyber Essentials Scheme Certificate

All Supplier personnel assigned to this Contract will hold a current and valid Security Check level (SC) as a minimum and be UK Nationals. Dual Nationals are not acceptable for this Contract.

Insurance

Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.

Third Party Public Liability Insurance (£) - REDACTED Under FOIA Section 43, Co

Professional Indemnity Insurance (£) - REDACTED Under FOIA Section 43, Co

Key Sub-Contractors

Guidance Note: see Framework Schedule 7 (Key Sub-Contractors) for detail and include here details of any Key Sub-Contractors which are applicable to this Contract.

[N/A]



Part 2 - Charges, Payment and Invoicing

Contract Charges (excluding VAT)

Guidance Note - insert the applicable Charges having regard to Framework Schedule 3 (Framework Prices and Charging Structure) and include details of time and materials and any fixed price. Also include details of any agreed expenses and terms relating to such expenses.

#	Milestone Description	Milestone Payment Amount (£) GBP	Milestone Date	Holding Payment (Authority holding fee for final invoice)
MO	Pre-mobilisation & engagement.of Key Personnel for upto 2 week period leading upto day 0. Activities will include: agreement of governance, reporting, stakeholder mapping and schedule of key workshops.	REDACTED Unix	-2 + 2 weeks	0
M1 Following mobilisation, knowledge capture and the agreement of Processes to be designed and implemented under this contract (para 3.2 to Appendix B), the Supplier will provide a roadmap for transition from		REDACTED Under FOIA Sectio	0 + 2 weeks	2.5% of Milestone Payment Amount
M2	Full Transition Plan for moving from the current service model to adopting the ServiceNow tools into the Digital Operating Service: i. Defined approach and schedule for tool management and process change; ii. Defined approach and schedule for engagement.	REDACTED Under FOIA Sectio	0 + 4 weeks	2.5% of Milestone Payment Amount
МЗ	Full Transition Plan implemented and executed.	REDACTED Under FOIA Section 4:	0 + 20 weeks	2.5% of Milestone Payment Amount
M4	Agreed workflows, procedures and processes defined and documented.	REDACTED Under FOIA Sectio	0 + 8 weeks	2.5% of Milestone Payment Amount
M5	Agreed Service Definitions defined.	REDACTED Under FOIA Sectio	0 +10 weeks	2.5% of Milestone Payment Amount
M6	Service Catalogue developed.	REDACTED Under FOIA Sectio	0 + 13 weeks	2.5% of Milestone Payment Amount



M7	Tool configured (noting the Dstl requirement to minimise configuration).	REDACTED Under FOIA Section 4:	0 + 17 weeks	2.5% of Milestone Payment Amount
M8	Staff skilled and changes adopted.	REDACTED Under FOIA Sectio	0 + 22	2.5% of Milestone
			weeks	Payment Amount
M9	Recommended evolution plan for	REDACTED Under FOIA Se	0 + 22	n/a
	ServiceNow as an IT tool.		weeks	

Dependencies :
REDACTED Under FOIA Section 43, Commercial Interests
REDITOTED Chack to Cocation 40, Commercial interests
All Charges shall be payable by the Buyer in accordance with the Payment Profile set out below.

Payment Profile

Guidance Note – insert details of payment profile which may be monthly or quarterly in arrears or the parties may agree to include payments associated with the achievement of milestones, in which case details of milestones payments should be included here.



The payment profile for this Contract is milestone based on payments will only be made following the satisfactory delivery and acceptance of the outputs and deliverables by the Authority.

The Buyer will retain and hold 2.5% from each milestone M1-M8 and will pay on the final invoice, subject to the final output and deliverable being signed off by the Authority the milestone M9 plus the 2.5% retention fee from M1-M8.

Invoice Details

The Supplier will issue Electronic Invoices in accordance with the agreed Payment Profile.

All invoices must be sent to:

See Section A – Billing Address details.

All invoices must include:

Invoices shall only be submitted against a valid Purchase Order from the Buyer and invoices will detail the information against each of the milestones being invoiced. Each invoice must include a detailed elemental breakdown of work completed and the associated costs.

Any invoice incorrectly showing information will be rejected by the Buyer.

Method of Payment

Guidance Note - insert method of payment e.g. BACS.

The payment method for this Contract is BACS

Contract Anticipated Potential Value: £479,820.00 plus VAT

£Guidance Note: for procurement purposes the Buyer will need to include details of the overall anticipated potential value of this Contract over the Contract Period



Part 3 – Additional and Alternative Buyer Terms

Additional Schedules and Alternative 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 Lot 1.

Additional Schedules

Guidance Note: Tick any applicable boxes below

Additional Schedules	Tick as applicable
S1: Business Continuity and Disaster Recovery	
S2: Continuous Improvement	
S3: Supply Chain Visibility	

Where selected above the Additional Schedules set out in document RM6100 Additional Terms and Conditions Lot 1 shall be incorporated into this Contract.

Alternative Clauses

Guidance Note: Tick any applicable boxes below

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	
Northern Ireland Law	

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lot 1 shall be incorporated into this Contract.

Liability

Guidance Note: to the extent that the Buyer would like to <u>increase</u> the limits of liability contained in Clause 12.1 of the Call-Off Terms, then specify the alternative limit below. Neither party is permitted to lower the limits set out in Clause 12.1 of the Call-Off Terms.

The limitation of liability shall be as set out in Clause 12.1 of the Call-Off Terms

Termination for Convenience

Guidance Note: insert details of the notice period for termination for convenience where such period needs to be shorter or longer than the standard position under the Call-Off Terms.

The notice period for termination of convenience shall be 30 Working Days as set out in Clause 19.1 of the Call-Off Terms.



Section C 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.

[Order Form. Part 2 – Pricing, Pricing breakdown]

Section D Contract award

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

SIGNATURES

For and on behalf of the Supplier

Name	REDACTED Under FOIA Section 40,
Job role/title	Commercial Director
Signature	REDACTED Under FOIA Section 40, Personal information
Date	28 th February 2022

For and on behalf of the Buyer

Name	REDACTED Under FOIA Section 40, Personal information
Job role/title	Commercial Manager REDACTED Under FOIA Section 40, Personal information
Signature	REDACTED Under FOIA Section 40, Personal information
Date	9 th March 2022



Attachment 1 – Services Specification

1. INTRODUCTION

- 1.1 In 2011 Dstl outsourced its IT service through a single supplier contract, retaining limited internal IT capability within its Digital operations team. This contract is in its final year with a further 44month extension being applied for on a diminishing basis; subject to approvals.
- 1.2 Having published our Digital Strategy in 2020, Dstl is undertaking transformation of its digital services aligned to strategic goals of:
 - 1.2.1 Deliver secure, consistent and reliable IT service;
 - 1.2.2 Transition to a service orientated and reliable IT service;
 - 1.2.3 Optimise the cost and supply base.
- 1.3 Dstl has been running a New Information Systems Service Solution (NISSS) Programme since 2017 which will deliver this strategic intent through replacement of our digital service contract into a disaggregated model.
- 1.4 Cabinet Office GDS advice and industry experience from the NISSS Programme's managed service is that a successful disaggregation is dependent upon the current service being:
 - 1.4.1 Recognised by industry as a modern operating model;
 - 1.4.2 Sufficiently mature to receive and manage a disaggregated supplier model.
- 1.5 Dstl Digital has commenced this work through the Service Maturity Project which sits within the NISSS Delivery Portfolio governance and is focused on maturing Dstl Digitals current operating model. This includes:
 - 1.5.1 Aligning operating processes and practices to the ITiL v3 Framework;
 - 1.5.2 Replacing legacy service desk tooling with full Service Management workflow and Asset Management tooling under a separate Project;
 - 1.5.3 Implementing the SIAM capability required to receive the future service contracts and operate the Digital Service.

To enable the NISSS Programme disaggregation, and recognising the internal skills gap captured in para 1.1, the Service Maturity project needs a Provider to design and implement ITILv3 SIAM Processes to meet the current Dstl Digital requirement. The processes will be implemented utilising Service Management tooling that will be delivered through the Digital Business Platform (DBP) Project, with a Full Operating Capability required (FOC) by the end of June 2022. Dstl, in conjunction with the incumbent (Sopra Steria Ltd (SSL)) is base-lining the current service position, which will be shared when ready for dissemination.

1.6 Dstl, via its Digital Business Platform project, has selected ServiceNow as the technology to underpin workflow automation within our business. It is assessed that the IT workflow components of ServiceNow (ITSM, ITOM and ITAM-HAM & SAM) are appropriate to Dstl's



needs, with the core platform being delivered by DBP and the individual component licences being procured by the Service Maturity project.

- 1.7 DBP will deliver the core ServiceNow platform and install the IT workflow components for Service Maturity, ITSM, ITOM and ITAM-HAM & SAM; applying the licence key. Once installed, the adoption of the ServiceNow tooling is the responsibility of the Provider procured through this ITT and in partnership with the incumbent IS Service Provider; SSL.
- 1.8 In Sept 21 and on contract to Dstl Digital, Mozaic completed a cloud hosted Proof of Concept (PoC) focused on the following five ITiL v3 processes:
 - Incident management;
 - · Problem management;
 - Change management;
 - Request fulfilment;
 - Service catalogue management.

The Provider selected as part of this tender will be expected to implement the processes designed as part of this PoC for Dstl Digital and as part of this contract¹. To align with the Dstl security risk appetite, the implementation of these Processes will be on premise. The processes implemented under this contract will not be cloud hosted.

The NISSS Programme has delivered the E2E Service design that defines all services required to deliver the Dstl Digital Target Operating Model and the Target Mode of Operation (TMO) for Dstl Digital services. Both of which can be used to inform the planning (post contract award) of this contract.

1.9 The outcome from this engagement will be the successful adoption of ServiceNow into the Dstl Digital Service, with the associated maturing of the Dstl Service Operating Model. It is expected that an iterative approach will be taken in the design, development and adoption of processes, working practices and other aspects outlined in the specific requirement. The successful bidder will work closely with the Dstl Digital Service Team and the Dstl Strategic Service Provider to ensure readiness for adoption, and support during adoption, of the ServiceNow tooling with the associated maturing of the Dstl Service Operating and Business model.

2 REQUIREMENTS

2.1 Dstl Digital has limited expertise in the design, implementation and adoption of Service Management tools; as intimated in para1.1. Through this contract it is seeking expertise in the form of an outputs driven Service to deliver the outcomes needed for effective implementation and adoption of ServiceNow; its capability & functionality. This does not include the design, implementation, rollout, or testing of the ServiceNow Platform, which is covered by DBP.

Dstl is seeking to adopt an 'out of the box' solution with ServiceNow wherever possible; assuming minimum or no configuration of the IT Workflow model.

¹ The processes listed in this para are not to be costed into this tender proposal.



- 2.2 This requirement is for a Service provider to enable Dstl Digital to adopt ServiceNow and its related process. This work cannot be broken into 'design' and 'implement', they are intrinsically linked and need to be delivered as a single output, through a single supplier. The Service provider must be capable of delivering the adoption of Dstl's chosen tool (ServiceNow) through its knowledge of the tool, understanding of the Dstl user requirement, designing and integrating Processes that are fully documented, and implemented with relevant data migration / population and user adoption support.
- 2.3 We are seeking a Supplier who demonstrates:
 - 2.3.1 Experience in supporting the adoption and implementation of ServiceNow ITSM, ITAM, ITOM capabilities.
 - 2.3.2 Experience in driving transition from legacy operating model to a maturity state which achieves:
 - Implementation of Initial SIAM (Core Services).
 - Decoupling of existing services.
 - Maturation of Authority and Strategic supplier Digital service operating model.

3 OUTPUTS AND DELIVERABLES

3.1 At the Invitation to Tender (ITT) stage the following outputs are required from this contract and should be costed individually within your proposal, within indicative timescales to meet the Dstl Digital FOC of 30 Jun 22.

Milestone	Output description	
M1	Following mobilisation, knowledge capture and the agreement of Processes to be designed and implemented under this contract (para 3.2 to Appendix B), the Supplier will provide a roadmap for transition from the current operating model (CMO) to the adoption of agreed Processes and ServiceNow automated tooling; ITOM, ITSM and ITAM (HAM & SAM). This milestone may result in a contract variation depending on the Processes agreed as part of Milestone planning.	
M2	Full Transition Plan for moving from the current service model to adopting the ServiceNow tools into the Digital Operating Service: i. Defined approach and schedule for tool management and process change; ii. Defined approach and schedule for engagement.	
M3	Full Transition Plan implemented and executed.	
M4	Agreed workflows, procedures and processes defined and documented.	
M5	Agreed Service Definitions defined.	
M6	Service Catalogue developed.	
M7	Tool configured (noting the Dstl requirement to minimise configuration).	
M8	Staff skilled and changes adopted.	
M9	Recommended evolution plan for ServiceNow as an IT tool.	

Recognising the Processes delivered through the PoC outlined in para. 1.8 to this appendix, the outputs for this contract and related ITT should be based upon the standard



ITIL v3 processes listed in table 1. The table is not exhaustive and provides an indicative view of our process requirements. The exact processes to be delivered as part of this contract will be agreed between the Authority and the Service supplier once on contract and at the milestone related to M1.

Process Title	Process Title
Service Availability Management	Information Security Management
Supplier Business Continuity Service	IT Security Operations Centre
Technical Change Management	Service Catalogue Management
Release and Deployment Management	Contract Management
Service Asset and Configuration Management	IT Architecture Policy, Strategy and Implementation
Knowledge Management and Documentation Service	Systems Integration Service
Service Level Management	Access Management
Information Security Risk Management	IT Project Portfolio Management
Project and Programme Testing and Validation	

Table 1 – Indicative ITIL v3 Processes for Service Maturity Service

4 KEY OUTCOMES / END STATE

- 4.1 The following key out comes and a related end state are required under this Service Maturity Service contract:
 - Service operating in line with ITiL framework underpinned by ServiceNow IT Workflow modules (ITSM, ITOM and ITAM);
 - Digital service workflows, procedures and processes are fully documented and managed under configuration management;
 - Advise Dstl on recommended evolution plans for ServiceNow as an IT tool;
 - Customers enabled to help themselves accessing services via catalogued services and discoverable guidance and knowledge.

5 **DEFINITIONS**

EXPRESSION OR ACRONYM	DEFINITION
ITiL	means Information Technology Infrastructure
	Library
ITSM	means IT Service Management
ITOM	means IT Operations Management
ITAM-HAM	means IT Asset Management – Hardware Asset
	Management
ITAM-SAM	means IT Asset Management - Software Asset
	Management



6 PRICE

- 6.1 All pricing shall be contained within priced proposals and shall be submitted in a separate document to that of the Mandatory & Compliance and Quality / Technical section responses of submissions.
- 6.2 Prices are to be submitted via the CCS Sourcing portal with the other elements of the Tender submission. For the avoidance of doubt Suppliers shall provide the following:
 - a document consisting the Mandatory & Compliance, and Quality / Technical submission; and
 - a second document containing the price submission

7 STAFF AND CUSTOMER SERVICE

- 7.1 The Supplier shall provide sufficient level of resource throughout the duration of the Contract with the appropriate skills, expertise and experience in order to consistently deliver a quality service.
- 7.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard(s).
- 7.3 The Supplier's staff assigned to the Contract shall have the relevant security clearances to deliver the Contract and act in accordance with the Authority's Security Policies, Instruction and Security Aspects Letter.
- 7.4 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

8 SERVICE LEVELS AND PERFORMANCE

- 8.1 The Authority will sign off each output and deliverable where in the opinion of the Authority the output and deliverable meets the expected level to achieve the outcomes.
- 8.2 In the event that the Authority determines the output and milestone deliverable do not meet a Product description or quality criteria, the Authority and Supplier shall discuss and document the deficient aspects and agree an appropriate timeframe for amendments to lift the deliverable to the required level. That timescale should default at 72hrs, but can be adjusted depending on the level of deficiencies identified. In any event the Authority's decision in the matter shall be final.



9 SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 9.1 Supplier's staff assigned to this Contract will be required to hold a current and valid Security Check level (SC) as a minimum and must be UK Nationals. Dual Nationals are not acceptable for this Contract.
- 9.2 The Supplier is required to implement the Service Delivery Processes and related tooling across all three classifications at Dstl; Official, Secret and Top Secret. A Security Aspects Letter (SAL) has been issued in conjunction with and for this ITT (Annex A), additional SAL's will be requested in relation to delivery at different classifications.
- 9.3 Supplier's shall hold and maintain throughout the duration of this Contract a Cyber Essential Scheme Certificate.

10 PAYMENT AND INVOICING

10.1 Milestone payment table:

#	Milestone Description	Milestone Payment Amount (£) GBP	Milestone Date	Holding Payment (Authority holding fee for final invoice)
M1	Following mobilisation, knowledge capture and the agreement of Processes to be designed and implemented under this contract (para 3.2 to Appendix B), the Supplier will provide a roadmap for transition from the current operating model (CMO) to the adoption of agreed Processes and ServiceNow automated tooling; ITOM, ITSM and ITAM (HAM & SAM). This milestone may result in a contract variation depending on the Processes agreed as part of Milestone planning.			2.5% of Milestone Payment Amount
M2	Full Transition Plan for moving from the current service model to adopting the ServiceNow tools into the Digital Operating Service: i. Defined approach and schedule for tool management and process change; ii. Defined approach and schedule for engagement.			2.5% of Milestone Payment Amount



М3	Full Transition Plan implemented and executed.	2.5% of Milestone Payment Amount
M4	Agreed workflows, procedures and processes defined and documented.	2.5% of Milestone Payment Amount
M5	Agreed Service Definitions defined.	2.5% of Milestone Payment Amount
M6	Service Catalogue developed.	2.5% of Milestone Payment Amount
M7	Tool configured (noting the Dstl requirement to minimise configuration).	2.5% of Milestone Payment Amount
M8	Staff skilled and changes adopted.	2.5% of Milestone Payment Amount
M9	Recommended evolution plan for ServiceNow as an IT tool.	n/a

- 10.2 Payment will only be made following satisfactory delivery and acceptance of the outputs and deliverables by the Authority.
- 10.3 The Authority will hold 2.5% for each milestone (M1-M8) and will be paid on the final invoice, subject to the final output and deliverable being signed off by the Authority. The final invoice will therefore show the M9 out plus the 2.5% for each deliverable M1-8 for example:

Milestone	Milestone Description	Line Amount exVAT	
M9	Recommended evolution plan for	£xxx.xx	
	ServiceNow as an IT tool.		
Holding	M1 – M8: 2.5% for each milestone	£xx.xx	
Payment	totalling 20%		
Subtotal			
VAT			
Invoice total			

- 10.4 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 10.5 Invoices should be submitted to Dstl Accounts Payable, PO Box 325, Portsdown West, Portsdown Hill Road, FAREHAM, HANTS PO14 9HL.
- 10.6 Invoices shall only be submitted against a valid Purchase Order from the Authority and invoices will detail the information against each of the milestones being invoiced. Any invoice incorrectly showing information will be rejected.

11 CONTRACT MANAGEMENT

11.1 The Authority does not require formal Contract Management meetings however, the Supplier shall provide the Authority with regular progress reports. This frequency



shall be agreed between the Authority and Supplier on award of contract and may be tailored post contract commencement.

11.2 Where physical attendance at progress report meetings is required these shall be agreed in good time (good time meaning at least 24hours notification of physical attendance being required) and at the Supplier's own expense.

12 LOCATION

- 12.1 The location of the Services to be delivered will be from any one of the three locations listed below and will be dependent on the COVID restrictions in place at the time.
 - Dstl Porton Down, Salisbury
 - Dstl Portsdown West, Fareham
 - Remotely via Working from Home.



Attachment 2 – Schedule of Processing, Personal Data and Data Subjects

This Attachment 2 shall be completed by the Buyer, who may take account of the view of the Supplier, however the final decision as to the content of this Attachment 2 shall be with the Buyer at its absolute discretion.

- 1. The contact details of the Buyer's Data Protection Officer are: REDACTED Under FOIA Section 40, Personal information
- 2. The contact details of the Supplier's Data Protection Officer are: REDACTED Under FOIA Section
- 3. The Supplier shall comply with any further written instructions with respect to processing by the Buyer.
- 4. Any such further instructions shall be incorporated into this Attachment 2.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor in accordance with Clause 18 of the Contract.
Subject matter of the processing	The supplier will be configuring the ServiceNow tool data model structure and processes to manage IT service management, service control and service support activities for Dstl and its strategic suppliers. The subject matter are the IT assets and performance and availability of those assets.
Duration of the processing	The supplier will have access to the data for the duration of the implementation project engagement only. (4-6 months).
Nature and purposes of the processing	Once the structure and processes are built the supplier will work with Dstl and the Strategic Supplier to migrate a defined set of data to support testing, training and live running of the new processes. Data is held in the system and is used to monitor, manage and support and report on the performance and availability of the IT infrastructure and to identify user impact in order to remedy any issues. The processing is undertaken by Dstl and its Strategic Supplier. The data is kept within the Dstl network via a secure laptop and network & Dstl provided accounts.
Type of Personal Data being Processed	For end user assets the information retained is likely to include name, role location, email address and telephone number
Categories of Data Subject	Staff, Suppliers, temporary workers



Attachment 3 – Transparency Reports

Title	Content	Format	Frequency
Performance Report	Progress against milestone delivery and milestone payments	Word/Powerpoint – 1 page	Monthly



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

DEFCON 659A (09/21) DEFCON 703 (06/21) DEFCON 531 (09/21) DEFCON 611 (02/16) and DEFCON 694 (07/21)