

**RM6100 Technology Services 3**  
**Lot 4 Order Form Attachments**

## **Attachment 2.1 – Services Description**

# **Cabinet Office Digital Strategic Delivery Partner Requirements Specification v2.0**

# Content

<u>GLOSSARY</u>	5
<u>PURPOSE</u>	7
<u>ORGANISATION OVERVIEW</u>	7
<u>SCOPE OF REQUIREMENTS</u>	7
<u>REQUIREMENTS</u>	9
1. <u>Capability &amp; Skills</u>	9
<u>Product &amp; User Centred-Design</u>	10
<u>Delivery</u>	11
<u>Technologies, Toolsets &amp; Infrastructure</u>	12
<u>Quality</u>	13
<u>Location</u>	14
<u>Expected behaviour</u>	14
<u>Policies &amp; Procedures</u>	14
<u>Training &amp; Knowledge Transfer</u>	15
<u>Subcontracting</u>	15
2. <u>Security &amp; Standards</u>	16
3. <u>Data Protection</u>	17
4. <u>Intellectual Property Rights</u>	18
5. <u>Contract Management</u>	18
6. <u>Sustainability &amp; Social Value</u>	19
7. <u>Executed Statement of Work Forms</u>	20

# GLOSSARY

Acronym	Definition
<b>AWS</b>	Amazon Web Services
<b>BAU</b>	Business as Usual
<b>Buyer</b>	The Minister for the Cabinet Office (hereafter referred to as 'Cabinet Office').
<b>BHD policies</b>	The Buyer's Bullying, Harassment and Discrimination Policies
<b>BPSS</b>	Baseline Personnel Security Standard
<b>CMS</b>	Content Management System
<b>CO</b>	Cabinet Office
<b>CO Digital</b>	Cabinet Office Digital - a function within the Cabinet Office that is seeking the services from the Supplier
<b>Could</b>	Requirement prioritised as Could is nice to have with little impact if not delivered
<b>CPO</b>	Chief Product Officer
<b>CRM</b>	Customer Relationship Management system
<b>DDaT</b>	Digital, Data and Technology
<b>DKIM</b>	CO Digital Data Knowledge and Information Management (DKIM) policies
<b>DV</b>	Developed Vetting. A security clearance level
<b>EC</b>	The Electronic Commerce (EC Directive) Regulations 2002
<b>GitHub</b>	GitHub is a web-based version control and collaboration platform for software developers
<b>GOV</b>	Government
<b>IPA</b>	Infrastructure and Projects Authority (IPA)
<b>Key Sub Contractor</b>	As defined in Schedule 1 (Definitions) of the Call Off Terms
<b>KPI's</b>	Key Performance Indicators
<b>MS</b>	Microsoft
<b>Must</b>	Requirement prioritised as Must is non negotiable, delivery of which is mandatory
<b>Parties</b>	As defined in Schedule 1 (Definitions) of the Call Off Terms
<b>SC</b>	Security Check. A security clearance level
<b>SFIA</b>	The Skills Framework for the Information Age
<b>Supplier</b>	As defined in Schedule 1 (Definitions) of the Call Off Terms
<b>SDP</b>	Strategic Delivery Partner
<b>Should</b>	Requirement prioritised as Should is not vital but adds significant value to the delivery
<b>SME</b>	Small, Medium Enterprises (as defined here <a href="https://gov.uk">gov.uk</a> )
<b>Sub Contractor</b>	As defined in Schedule 1 (Definitions) of the Call Off Terms
<b>SoW</b>	Statement of Works

<b>SoW Form</b>	Statement of Work Form. The template as shown at Attachment 2.1.1 will be populated in respect of each Statement of Work issued under this Contract.
<b>Specialist capabilities</b>	Individual Digital, Data and Technology (DDaT) specialists
<b>TCOP</b>	Technology Code of Practice (as defined here <a href="https://gov.uk">gov.uk</a> )
<b>UCD</b>	User Centred Design
<b>WCAG</b>	<p>Web Content Accessibility <a href="#">Guidelines</a> measured in 3 levels:</p> <ul style="list-style-type: none"> <li>● Level A is the minimum level of the guidelines</li> <li>● Level AA includes all Level A and AA requirements. This is the minimum level of scale for CO Digital</li> <li>● Level AAA includes all Level A, AA, and AAA requirements</li> </ul>

# PURPOSE

The Buyer (the Minister for the Cabinet Office (hereafter referred to as 'Cabinet Office')) seeks a Strategic Delivery Partner (SDP) for the CO Digital function to ensure the continuous effective and efficient delivery of digital professional services and outcomes to help support delivery of the overall digital strategy and vision of CO Digital. The SDP with its supply chain is required to drive consistency, innovation, value, and efficiencies, whilst enabling the department to grow internal Digital civil servant capability, deliver at pace and enhance digital maturity.

The SDP will be the principal route through which digital professional services and outcomes will be commissioned by CO Digital and potentially other digital organisations within the Cabinet Office, however, the Contract will not be the sole exclusive route.

This Services Description document sets out CO Digital's requirements for a SDP to provide experienced Digital, Data and Technology (DDaT) capabilities supporting the delivery of outcome based Digital Services. Each specific activity in relation to the Buyer's delivery teams will be commissioned under this Contract via a Statement of Work (SoW) Form as outlined in Section 5 of this Services Description document.

# ORGANISATION OVERVIEW

CO Digital was established in October 2020, with the aim to create a product-centric and digital culture where user needs are at the heart of everything that is built. CO Digital's vision is *"Enabling the department through the provision of exemplary digital, data and technology (DDaT) services and transformative in support of the digital transformation strategy of the organisation."* Through innovation, data democratisation, automation, governance, convergence and consolidation CO Digital will support creating A Better Cabinet Office of the future.

One of the key digital objectives for the Cabinet Office is to join up DDaT across the organisation through the delivery of the CO DDaT operating model. This will enable a strategic commercial approach of buying the right things and at scale, streamlined governance and controls, convergence and consolidation of product and services. Common building blocks will be enabled which will help deliver services at a lower cost, more quickly and securely.

# SCOPE OF REQUIREMENTS

This Contract is for a Professional Service provider to provide Services which cover the breadth of the DDaT spectrum including all 43 digital, data, and technology roles to support the Buyer with delivering new Digital Services, as well as, managing existing and new live services as a Managed Service, as required.

The Supplier will utilise an ecosystem of Key Sub Contractors and Sub Contractors, which must include but will not be limited to SME and specialist providers, to support CO Digital's high volume of delivery demand.

The Supplier will work closely with the Buyer's staff, often in blended teams, and will promote the upskilling of the Buyer's staff and adopt a collaborative approach to problem solving.

In addition to providing Services which span the core DDaT roles, the scope is also expected to include (but not limited to):

- Programme, project and change management capabilities to deliver outcomes
- Cyber Security teams or specialists to deliver outcomes
- Data Protection teams or specialists to deliver outcomes

Other Specialist capabilities not available through the DDaT / SFIA / Project Delivery frameworks limited to those listed in this Services description document.

The following items are expressly out of scope of the Contract:

- Consultancy services
- Contingent labour engaged directly by the Buyer
- The delivery of large scale transformation programmes such as Falcon (the Buyer's programme to migrate from Google to Microsoft), these programmes will utilise alternative commercial vehicles for specialised support and service; however they are not excluded from engaging the Supplier to meet specific requirements outside of their main commercial agreement.

There is no expectation the Supplier will maintain a chargeable bench of capabilities.



# REQUIREMENTS

The Supplier will ensure the outcomes delivered through this Contract are aligned to the CO priorities, CO Digital vision, strategic objectives and user needs.

## 1. **Capability & Skills**

The Supplier will be able to provide Digital capabilities supported by an ecosystem of Key Sub Contractors and Sub Contractors as defined below.

- 1.1 The Supplier and or ecosystem of Key Sub Contractors and Sub Contractors will be able to provide Services which span the breadth of current and future iterations of the Digital, Data and Technology (DDaT) roles in government and the skills needed to do them as described here:

<https://www.gov.uk/government/collections/digital-data-and-technology-profession-capability-framework>

- 1.2 The Supplier and or ecosystem of Key Sub Contractors and Sub Contractors will be able to provide capabilities not limited to Cyber/Security as described in the current and future iterations SFIA framework:

<https://sfia-online.org/en/tools-and-resources/sfia-views/sfia-view-information-cyber-security/sfia-skills-profiles-for-cyber-security-roles-career-families>

- 1.3 The Supplier and or ecosystem of Key Sub Contractors and Sub Contractors will be able to provide Project related capabilities as described in the current and future iterations of the Project Delivery Capability Framework here:

<https://projectdelivery.civilservice.gov.uk/government-projects-academy/project-delivery-capability-framework/project-delivery-roles-catalogue/>

- 1.4 The Supplier and or ecosystem of Key Sub Contractors and Sub Contractors will be able to provide specialist capabilities not available in any of the above mentioned frameworks. The following list of capabilities are required:

- 1.4.1 Change Analyst
- 1.4.2 Data Cataloguing / Metadata Manager
- 1.4.3 Data Literacy Specialist
- 1.4.4 Data Management Specialist
- 1.4.5 Data Op's Engineering Services
- 1.4.6 Data Quality Analyst
- 1.4.7 Data Visualisation Specialist
- 1.4.8 Digital Archivist

- 1.4.9 IT Specialist - to cover capabilities not defined in DDaT as used in projects such as end user device refresh, desktop and site IT set up
- 1.4.10 Service Analyst
- 1.4.11 Strategic Analyst
- 1.4.12 Strategy Support Officer
- 1.4.13 Technical Engineer
- 1.5 The Parties will execute a SoW Form for each work package, which will include specific details of outcomes required under that SoW as well as details of location and specific service level agreements, performance measures and KPIs in regard to that specific SoW
- 1.6 The Supplier will be able to provide services to deliver outcome based solutions for Cyber security business problems as and when required which will be commissioned via a SoW Form
- 1.7 Irrespective of the framework used, all roles provided under any SoW Form issued under this Contract will be mapped back to SFIA Grades 3 to 6 inclusive. The sole exception to this may be any Apprentices or trainees who are provided at the Supplier's cost, who may be SFIA Grade 1 or 2

#### **Product & User Centred-Design**

- 1.8 The Supplier will operate in a product and user centred way, deeply considering the needs of users in everything they do, establishing users' needs based on research evidence, and iteratively testing and refining with users as they deliver
- 1.9 In conducting user research activity on behalf of the Buyer, the Supplier will:
  - 1.9.1 Deploy both qualitative and quantitative research methods, such as surveys, exploratory one-to-one interviews and usability testing, to generate a comprehensive understanding of users' needs, pain points, and expectations
  - 1.9.2 Engage with a broad and representative sample of users across various attributes, such as digital literacy or accessibility needs, as well as other factors appropriate to each service
- 1.10 In conducting product management activities on behalf of the Buyer, the Supplier will:
  - 1.10.1 Collaborate with stakeholders to fully understand the problem space, articulate a clear vision for their service, and use data and hypothesis driven design to develop and iterate their service
  - 1.10.2 Develop a prioritised roadmap, balancing business requirements and user needs to achieve the stated vision and outcomes
  - 1.10.3 Establish what success looks like for a service and identify metrics which demonstrate the value of the service

- 1.10.4 Operate within relevant Buyer mandated product governance to ensure wider alignment across the department

## **Delivery**

- 1.11 The Supplier will be able to provide capabilities to deliver outcomes through capabilities who are sufficiently experienced and qualified
- 1.12 The Supplier will be able to deliver outcomes in greenfield and legacy environments, for example, but not limited to user and product centred design and legacy remediation and stabilisation
- 1.13 The Supplier will be able to:
  - 1.13.1 Demonstrate a deep understanding of the principals of Delivery Management
  - 1.13.2 Demonstrate substantial expertise in a variety of project delivery methodologies, for example, but not limited to Agile, scaled Agile, Scrum, Waterfall, capable of working in hybrid project methodologies including Agile, user centred project methodologies
  - 1.13.3 Provide an appropriately experienced level of capabilities across the whole lifecycle of projects depending on the requirements of the specific SoW, aligned with IPA project frameworks and capabilities
  - 1.13.4 Provide Specialist capabilities to work on any stage of the lifecycle in accordance with the Service standards and TCOP (see Call Off Schedule 2.3 (Standards))
  - 1.13.5 Assist teams in for example planning sprints, coach and mentor teams to promote Agility and share good practice with the Buyer's staff
  - 1.13.6 Use retrospective techniques to identify and implement improvements in delivery teams
  - 1.13.7 Demonstrate the ability to deliver in complex environments at pace, including the ability to scale and flex capabilities as appropriate to deliver the required outcomes at an acceptable standard and quality as specified in any given SoW Form
  - 1.13.8 Demonstrate being able to use CO Digital's preferred project management tooling for any given SoW, such as but not limited to: Jira, MS Project, Trello or similar to conduct appropriate activities for example estimating
- 1.14 The Supplier will be able to provide Specialist capabilities to satisfy outcomes as defined in any specific SOW Form
- 1.15 The Supplier will be able to flexibly prioritise the provision of capabilities to meet the demands of workstreams (delivery of project related works) and also meet urgent and unplanned needs such as but not limited to machinery of government changes. In any event, all work commissioned under this Contract will be via a SoW Form.

- 1.16 The Supplier will be able to provide a timely service as defined in Call Off Schedule 2.2 (Performance Levels) and as defined in any given SoW Form, providing the necessary capabilities to do so. However, the Supplier will not be required to maintain a chargeable bench of capabilities
- 1.17 The Supplier must comply with the provisions of Call Off Schedule 2.3 (Standards)
- 1.18 Further to the requirement as specified at 5.3.2, the Supplier must perform any service delivery activity to be compliant with the Web Content Accessibility Guidelines (2.1) and achieve level AA or above

<https://www.gov.uk/service-manual/helping-people-to-use-your-service/understanding-wcag>

- 1.19 If stated in the SOW Form, the Supplier will be able to deliver ITIL Service Design and transition into the Buyer's business as usual service management capability. Service Transition will include working to acceptance criteria set out in the SOW Form and knowledge transfer including training to the Buyer's team. Where required:
  - 1.19.1 These services will be delivered to service level agreements as set out in SoW Form
  - 1.19.2 The Supplier will provide management and service level reporting as required, as set out in the SoW Form

## **Technologies, Toolsets & Infrastructure**

- 1.20 The Supplier must be sufficiently skilled and experienced in the use of technologies in line with the Strategic Technology Register for the Cabinet Office. This Strategic Technology Register is still under development, and subject to iteration, but will include tools such as those detailed below. In addition the Strategic Technology Register is subject to change over time as new technology is released. This will be informed throughout the Term of this contract and in line with the role of the Technical Design Authority for the Cabinet Office and chaired by the Chief Technology Officer. Example technologies, are:
  - 1.20.1 GitHub
  - 1.20.2 Python
  - 1.20.3 Postscript
  - 1.20.4 Cloud Watch
  - 1.20.5 PostGres
  - 1.20.6 React.js
  - 1.20.7 CRM system such as SaleForce, Dynamics
  - 1.20.8 CMS systems such as WordPress, Drupal, Magenta
  - 1.20.9 AWS

1.20.10 Google Workspace, Microsoft 365

1.21 In order to support the delivery of the Services as specified in any given SoW Form, the Supplier will be able to build, deploy and install software and hardware supplied by the Buyer for projects as per the CO Digital deployment templates including but not limited to:

1.21.1 Monitors

1.21.2 Laptops

1.21.3 Printers

1.21.4 Servers

1.21.5 Firewalls

1.21.6 Mobile phones

1.21.7 Telephone handsets

1.21.8 Networking equipment

1.21.9 Software applications and licences

1.22 The supplier will be responsible to maintain the asset information within the Buyer's ITSM tool as set out in the SoW Form

## **Quality**

1.23 The Supplier will be able to ensure the delivery of quality outputs in accordance with the CO Digital Quality Process/Strategy as well as supporting the Buyer in enhancing and improving the process and its implementation across CO

1.24 The Buyer will review the Deliverables against the Acceptance Criteria and the Performance Criteria as defined in the specific SoW Form. The Supplier must:

1.24.1 Ensure that Deliverables and any Services provided comply with the Buyer's technical and architectural standards, patterns, testing policies and deployment/release rules

1.24.2 Ensure that any Deliverables are produced in accordance with the Quality Plans to ensure they are of sufficient quality and standard to meet the Acceptance Criteria as defined in the specific SoW Form

1.24.3 Manage and escalate risks and issues as appropriate, in accordance with the provisions of the Contract.

1.24.4 In accordance with Clause 8 (Services Improvement) of the Call Off Terms, suggest and recommend where appropriate improvements to the Services to foster best practice

## Location

- 1.25 The Supplier will be able to provide the Services from within the United Kingdom from either the Supplier's Premises, the premises of a Key Sub Contractor or Contractor, from a residential home address or the Buyer's premises
- 1.26 The Supplier will be required to provide capabilities to work both on and off site as required and defined in the SoW Form
- 1.27 A base location(s) will be detailed in each SoW Form dependent on specific requirements of that SoW. The Buyer will not pay any expenses unless the Supplier is asked to travel to a secondary location during the execution of the work relating to the SoW. *For example: Where the SoW Form specifies the base location as London then no expenses will be paid for London.* In any event, expenses which are permissible "Permitted Expenses", shall be outlined in the specific SoW Form and the CO expenses policy
- 1.28 The Supplier must receive prior authorisation from the Buyer before any Permitted Expenses are incurred, and must comply with the Buyer's Travel and Expenses Policy as in force at the time the Permitted Expenses are incurred. For the avoidance of doubt, any expense claims which do not meet the criteria as set out herewith, or are not "Permitted Expenses" will not be paid

## Expected behaviour

- 1.29 The Supplier must be able to commence delivery of the Services within 20 working days after the SoW Form has been jointly signed by the Parties
- 1.30 The Supplier must adhere to the Buyer's Code of Conduct
- 1.31 The Supplier must take responsibility for their work as stated in the SoW Form
- 1.32 The Supplier must work in a collaborative manner, including with Key Sub Contractors, Sub Contractors, other third party Suppliers to the Buyer and the Buyer's staff at all organisational levels. Where indicated on any specific SoW Form, the Supplier must be able to enter into a Collaboration Agreement in the form as set out in 'RM6100 Collaboration Agreement'
- 1.33 The Supplier must be able to demonstrate proactivity in sharing knowledge and experiences with members of the team with the Buyer's staff
- 1.34 The Supplier must be able to promote ideas and provide open suggestions as applicable, demonstrating innovative ideas and value-added initiatives as part of the contract management process

## Policies & Procedures

- 1.35 Pursuant to Call Off Schedule 2.3 (Standards), the Supplier shall ensure all architectural, design, security and other relevant guidelines are fully adhered to, and present, as required, at formal governance forums to gain sign-off on deliverables

## **Training & Knowledge Transfer**

- 1.36 The Supplier will be able to add value to CO Digital, for example, but not limited to, by supporting CO Digital in learning and development opportunities, providing opportunities to share learning and transfer knowledge to the Buyer's staff, adoption of best practice, mentoring and training. This will be specifically defined in any given SoW Form
- 1.37 The Supplier will work with the Buyer to implement creative strategies to support the recruitment and upskilling of the Buyer's employees, to ensure a lasting legacy of increased capability is an explicit outcome delivered alongside technical products
- 1.38 The Supplier will be able to share and transfer knowledge to the Buyer's staff to upskill and enhance digital maturity
- 1.39 The Supplier (as well as any Key Sub Contractor or Sub Contractor) will be able to provide multiple digital skill sets and expertise to deliver the required Services
- 1.40 The Supplier will be able to train, transfer knowledge and embed social values through the delivery of the Services to ensuring the Buyer's staff are upskilled
- 1.41 The Supplier must provide all necessary documentation when delivering the Services as defined in any given SoW Form ensuring the Buyer's staff have the necessary knowledge transferred
- 1.42 The format and storage of any documents created by the Supplier must comply with Data Knowledge and Information Management (DKIM) policies

## **Subcontracting**

- 1.43 As part of the Buyer's social value agenda, a key expectation for the Contract is that the Supplier will fully utilise their ecosystem of supply chain partners ("Key Sub Contractors" and "Sub Contractors"), which should include specialist providers who are SMEs to fulfil requirements
- 1.44 Through delivery of the Contract, the Supplier shall support the UK Government's SME Action Plan (see <https://www.gov.uk/government/publications/fcds-small-to-medium-sized-enterprise-sme-action-plan/small-to-medium-sized-enterprise-sme-action-plan>)
- 1.45 The Supplier's ecosystem of supply chain partners shall be able to provide a diverse base to provide solution design and delivery, and potentially niche skill sets not readily available within the Supplier's own organisation
- 1.46 The Supplier's ecosystem of supply chain partners is expected to be of a dynamic nature, where Key Sub Contractors and Sub Contractors can be added into the ecosystem, in accordance with the necessary process for doing so as outlined in this Contract
- 1.47 The Supplier accepts the commitment that services required by the Buyer are delivered via SMEs within their supply chain ecosystems. The Buyer will monitor and measure packages of work delivered by the Supplier and Key Sub Contractors and Sub Contractors (see Order Form Attachment 2.2 (Key Performance Indicators and

Subsidiary Performance Indicators Table).

## 2. Security & Standards

The Supplier shall comply with the Security clauses in this Contract, including but not limited to those contained in Call Off Schedule 2.4 (Security Management)

- 2.1 The Supplier must ensure all Supplier Staff, including any Key Sub Contractor Staff or Sub Contractor Staff are as a minimum BPSS checked before commencing any work under this Contract. The specific SoW Form will outline the Vetting level required for that SoW
- 2.2 The Supplier will be able to provide capabilities who have been security vetted against any of the following national security vetting levels. The majority of capabilities will be required to be Security Cleared (level 4) however, this will be dependent on the nature of the work and defined in the SoW Form
  - 2.2.1 Security Check (SC)
  - 2.2.2 Developed Vetting (DV)
- 2.3 Where specified in any SoW Form, the Supplier's Staff and/or any Key Sub Contractor's Staff and/or Sub Contractor's Staff must use the Buyers device(s) to undertake work unless otherwise agreed in writing by the Buyer
- 2.4 Notwithstanding the requirements of Call Off Schedule 2.4 (Security Management), any Services provided by the Supplier must comply with:
  - 2.4.1 UK Government's Functional Security Standard 007-  
<https://www.gov.uk/government/publications/government-functional-standard-govs-007-security>
  - 2.4.2 The Government Security Classification policy
  - 2.4.3 The National Cyber Security Centre's (NCSC) information risk management guidance - <https://www.ncsc.gov.uk>
  - 2.4.4 GDS Government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint -  
<https://www.gov.uk/government/publications/technology-code-ofpractice/technology-code-of-practice>
  - 2.4.5 Guidance issued by the National Protective Security Authority -  
<https://www.npsa.gov.uk/>



Notwithstanding the provisions of Call Off Schedule 2.3 (Standards) the Supplier will be required to comply with the following:

- 2.5 In conducting other activities within the CPO & UCD family of disciplines, such as business analysis, performance analysis, interaction design and content design, the Supplier will fully meet the expectations of appropriate standards including the:
  - 2.5.1 Service Standard - <https://www.gov.uk/service-manual/service-standard>
  - 2.5.2 GOV.UK Design System - <https://design-system.service.gov.uk/>
  - 2.5.3 Content Design Guidelines - <https://www.gov.uk/guidance/content-design>
- 2.6 The Supplier will be able when creating products(s) align to the UK Government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:
  - 2.6.1 GovS 002: Project delivery standards - [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/1002673/1195-APS-CCS0521656700-001-Project-Delivery-standard\\_Web.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1002673/1195-APS-CCS0521656700-001-Project-Delivery-standard_Web.pdf)
  - 2.6.2 The Government Functional standards where it is applicable - <https://www.gov.uk/government/publications/government-functional-standard-govs-005-digital>
- 2.7 The Supplier will be able to provide capabilities who are appropriately certificated by the Cloud provider to carry out the requirements as defined in specific SOW Forms and as needed to deliver the outcomes:
  - 2.7.1 Google certification - Associate and or Professional certification as outlined here - <https://cloud.google.com/learn/certification#why-get-google-cloud-certified>
  - 2.7.2 AWS Cloud Practitioner Certification - as outlined here - <https://aws.amazon.com/training/awsacademy/>
  - 2.7.3 MS Certification - M365 as outlined here - <https://learn.microsoft.com/en-us/certifications/microsoft-365-fundamentals/>
  - 2.7.4 The Buyer requires the Supplier and any Key SubContractor or SubContractor to comply with the National Cyber Security Assessment framework as defined <https://www.security.gov.uk/guidance/govassure/>

### 3. Data Protection

The Supplier shall comply with the provisions of the Contract regarding Data Protection namely Schedule 11 (Processing Personal Data)

- 3.1 The Supplier shall ensure any obligations on Key Sub Contractors or Sub Contractors as outlined in the Contract are adhered to

- 3.2 All data and provision of services shall be held in the UK unless agreed (in writing) otherwise by the Buyer
- 3.3 The Parties will be required to complete the Processing of Personal Data (Attachment 11) as found in the SoW Form for each SoW issued under this Contract
- 3.4 The Supplier must comply with any written instructions from the Buyer when Processing Buyer Personal Data
- 3.5 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Key Sub-contractors or Subcontractors) for the provision of the Services

#### **4. Intellectual Property Rights**

The Supplier shall comply with Clauses 16 to 19 inclusive of the Call Off Terms in respect of Intellectual Property Rights

#### **5. Contract Management**

- 5.1 Each SoW Form issued under this Contract will be priced on the basis of Attachment 7.1 (Charges) Part A (Charging Mechanism) of the Order Form Attachments
- 5.2 The Supplier will assign a dedicated team including a Contract Lead working in conjunction with the Buyer to review upcoming demand for future SoWs, escalation of problems/issues and developing the durable relationship with the Buyer
- 5.3 The Supplier's contract lead and other relevant colleagues will be required to attend various meetings including but not limited to the Boards which are defined in Attachment 8.1 (Representation and Structure of Boards) of the Order Form Attachments
- 5.4 The Buyer requires the Supplier to be engaged at early stages of defining business problems with CO Digital to assist in providing solutions and in formulation of specific SoWs
- 5.5 The Supplier must provide capabilities with the relevant knowledge and experience to deliver the outcomes
- 5.6 As per Requirement 5.3, meetings shall be held between the Supplier and Buyer, however, notwithstanding the provisions of this Contract, should any performance or behavioural issues occur the impacted Party shall escalate the issue within a maximum time frame of five working days to the Buyer (CO Digital Deputy Director Portfolio Delivery) or Supplier (Contract Lead) accordingly
- 5.7 In accordance with Clause 8 of the Call Off Terms, the Supplier will be expected to present new ways of working to the Buyer during the Board meetings which are outlined in Attachment 8.1 (Representation and Structure of Board) of the Order Form Attachments to identify new or potential improvements to the Services

- 5.8 The required service and outcomes will be documented in each SoW Form issued under this Contract. The Supplier must under no circumstances commence any work under this Contract unless there is a SoW Form executed
- 5.9 The Parties will execute a SoW for each requirement under this Contract. Upon execution by the Parties, each SoW will form part of this Contract. The Parties must execute a SoW for any *ad-hoc* Services.
- 5.10 The rights, obligations and details agreed by the Parties and set out in each SoW Form will apply only in relation to the Services that are to be delivered under that specific SoW, and will not apply to any other SoW Forms executed or to be executed under this Contract unless otherwise agreed by the Parties
- 5.11 The Supplier must not commence work on any given SoW, until the corresponding SoW Form has been signed off by the Buyer's Authorised Representative and the Supplier's Authorised Representative and has been accordingly incorporated into Section 7 of this Order Form Attachment 2.1 (Services Description)
- 5.12 Multiple SoWs can operate concurrently. Once executed by the Parties, no SoW Form can be changed unless the Change Request procedure as outlined in Paragraph 6 of Call Off Schedule 8.1 (Governance) and the Contract Change Procedure as outlined in Call Off Schedule 8.2 (Change Control Procedure) have been duly completed

## **6. Sustainability & Social Value**

- 6.1 The Supplier and its Key Sub-contractors and Sub Contractors, should be able to demonstrate the implementation of sustainability and environmental policies
- 6.2 The Supplier should demonstrate how it approaches equity, diversity and inclusion and BHD policies in line with the Buyers policies
- 6.3 The Supplier will be able assist the Buyer in enhancing its own equity, diversity and inclusion and BHD policies by sharing knowledge from its own implementation of these policies
- 6.4 The Supplier will engage Apprentices and or trainees and demonstrate commitment to training, support and development in technology skills
- 6.5 The Supplier will provide a method statement of how they help deliver social value through their work, with regards to how they:
  - 6.5.1 Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce
  - 6.5.2 Support 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
  - 6.5.3 Provide training schemes and programmes to address any identified skills gaps and under-representation in the workforce plus significant commitment to green initiatives

- 6.5.4 Demonstrate strong commitment to diversity in teams with comprehensive strategies to ensure neurodiversity
- 6.5.5 Demonstrate deliver of environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions

6.6 This method statement will be reviewed annually at the Annual Review

## **7. Executed Statement of Work Forms**

As outlined in 5.9, Statement of Work Forms duly executed by the Parties throughout the Term shall be incorporated into the Contract.

## Attachment 2.1.1– Statement of Work Form Template

### Attachment 2.1.1- Template Statement of Work (SOW) Form: Strategic Delivery Partner

[Guidance Note: Guidance notes to assist drafting of this Template SOW are provided in square brackets].

Red sections- both parties to complete/ agree

Green Buyer to complete

Blue Supplier to complete

#### SOW Details

<b>SOW Commencement Date:</b>	[Insert Commencement Date of SOW]; [Insert SOW Implementation Services Date if applicable]; [Insert SOW Operational Services Date if applicable]
<b>SOW Reference:</b>	[Insert SOW Reference number]
<b>Buyer:</b>	Minister for the Cabinet Office
<b>Supplier:</b>	[To be completed before Contract Award]
<b>SOW Completion Date:</b>	[Insert day/month/year]
<b>Duration of SOW in Working Days:</b>	[Insert xx Working Days]
<b>Charging Mechanism(s) for this SOW:</b> Refer to Schedule 7.1 of the Call Off Terms Schedules	[Time & Materials; Fixed Price]. Typically, Fixed Price must be considered in the first instance as the Charging Mechanism.
<b>Value of SOW:</b>	[Insert £]
<b>Buyer Assets:</b>	[This may include for example Cabinet Office laptops, Cabinet Office smartphones and tablets, building pass ID Cards] or [Not Applicable]
<b>Buyer Responsibilities:</b>	[The Buyer shall, in specific relation to this SOW perform the Buyer's responsibilities identified as such in this SOW the details of which are set out here...Insert Detail] or [Not Applicable]

<b>Base location:</b> Refer to 1.27 of Attachment 2.1 (Services Description) of the Order Form	<i>[Insert Details of the base location the Services  shall be delivered from]</i>
<b>Reimbursable Expenses:</b> Refer to 1.28 of Attachment 2.1 (Services Description) of the Order Form	<i>[Not Allowed] or [insert detail]</i>

The rights, obligations and details agreed by the Parties and set out in this SOW Form apply only in relation to the Services that are to be delivered under this SOW and will not apply to any other SOW Form executed or to be executed under this Call-Off Contract unless otherwise agreed by the Parties.

## 1.1 Statement of Work background

*[Buyer to complete]*

### 1.1.1 Delivery Phase(s):

## 1.2 Overview of this Statement of Work requirements and the Deliverables

1.2.1. Statement of Work Services \*If applicable split into Implementation Services and Operational Services\* must include knowledge transfer, value add and social value deliverable and reporting

*[Insert scope of requirement and key deliverables]*

**Guidance note- The Parties to consider if the items in Annex B of this SoW are applicable and if so include the details within this section**

### 1.2.2 Outline Implementation Plan and Delivery Plan

*[Supplier to insert]*

### 1.2.3 Risks and Dependences

*[Supplier to insert]*

### 1.2.4 Applicable Standards

*[Buyer to insert]*

### 1.2.4 Milestones

[Use only if using the Milestone Pricing Mechanism as part of a Fixed Price Charging Method. OR Not Used]

Charge Number	Milestone Description	Acceptance Criteria of the Milestone by the Customer	Due Date
[Insert]	[Insert]	[Insert]	[Insert]
[Insert]	[Insert]	[Insert]	[Insert]

### 1.3 Key Personnel and Resources for this SOW

#### 1.3.2 Suppliers resource plan

[Supplier to insert]

1.3.3 The Parties agree that the Key Personnel in respect of this SOW are detailed in the table below.

Name and Job Title	Key Role	SFIA Level	Employment Status, IR35 Determination Status	Details
[Insert]	[Insert Detail]	[Insert]	[Insert]	[Insert]
[Insert]	[Insert Detail]	[Insert]	[Insert]	[Insert]
[Insert]	[Insert Detail]	[Insert]	[Insert]	[Insert]

1.3.4 All IR35 Status Determination letters and assessments are to be shared with the buyer.

1.3.5 The Parties will comply with the provisions of Clauses 14.3 to 14.6 (inclusive) of the Call Off Terms regarding the SOW Key Personnel.

### 1.4 Security Applicable to the SOW

1.4.1 Vetting Level Required for Supplier Staff for this SOW [insert]

### 1.5 Call-Off Contract Charges for this SOW

The applicable Pricing Mechanism for this SOW is: [Milestone Payments, Service Charges or Milestone Payments and Service Charges].

On a [Fixed Price, Time & Materials] basis.

The Total Call Off Contract Charges for this SoW is: £

The basis for this calculation is set out within Call Off Schedule 7.1 and a breakdown of such charges are shown below.

### 1.5.1 Time and Materials Charges

[Use where Time and Materials is the Pricing Mechanism] or [Not Applicable]

#### Supplier Personnel Rate Card For Calculation Of Time And Materials Charges

Staff Role	Staff Grade	Day Rate (£)	Detail of Sub Contractor and SME status of the Sub Contractor (if applicable)
[Take from Role as shown in Attachment 7.1 of the Order Form]	[SFIA 3 - 6]	[Take from Day Rate as shown in Attachment 7.1 of the Order Form]	
[Take from Role as shown in Attachment 7.1 of the Order Form]	[SFIA 3 - 6]	[Take from Day Rate as shown in Attachment 7.1 of the Order Form]	

[The caps on Time and Materials in relation to any specific Deliverables under this SOW are outlined here..... This may include any periods of time during the Duration of the SOW where the Supplier is not required to deliver any of the Deliverables and shall stand down any resources, for example Working Days between Christmas and New Year]

### 1.5.2 Fixed Prices Charges

[Use where Fixed Price is the Pricing Mechanism or Not Applicable]

#### FIXED PRICES

Charge	Fixed Charge (£)
	[Total Fixed Price]
[Insert Service Line 1]	
[Insert Reference]	[£Insert]
[Insert Service Line 2]	
[Insert Reference]	[£Insert]



## 1.6 Charging Mechanism and Adjustments

1.6.1 TABLE 1: MILESTONE PAYMENTS AND DELAY PAYMENTS

Charge Number	Pricing Mechanism (FIX / T&M)	CPP Milestone Charge Number	Delay Payments (if Key Milestone) (£ per day)		
			<[x] days/weeks/months' notice	[x to x ] days/weeks/months' notice	[x] months' days/weeks/notice
[Service Line 1]					
[e.g. SL1M1]	[FIX]	[e.g. S2M2]			
[e.g. SL1M2]	[FIX]	[e.g. S2M2]			
[Service Line [X] – insert further rows as necessary]					

## 1.7 Service Charges and Invoice Details

1.7.1 Notwithstanding the provisions of the Contract, the Supplier will keep accurate records of the time spent by the Supplier staff in providing the Services and will provide records to the Buyer for inspection upon request. The Supplier will issue valid electronic invoices monthly in arrears. The Buyer will pay the Supplier within thirty (30) days of receipt of a valid undisputed invoice.

1.7.2 Notwithstanding the provision of the Contract, each invoice submitted to the Buyer by the Supplier shall be accompanied by a breakdown of the Deliverables and Services, quantity thereof, applicable unit charges and total charge for the invoice period, in sufficient granular detail to enable the Buyer to validate the invoice.

1.7.3 Under no circumstances shall the Supplier incur costs beyond the value of this SOW. If any such costs are incurred, the Buyer will not be liable to pay such costs.

*[Note – all invoices are subject to a REDACTED (Under Sections 41 and 43 of the Freedom of Information Act 2000) discount as per Attachment 7.1 of the Order Form]*

## 1.8 Key Performance Indicators

[Please populate the table refer to Order Form Attachment 2.2 for examples of KPIs]

No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Service Points	Publishable Performance Information
KPI-x	Insert KPI Title			Target Performance Level: xxx  Minor KPI Failure: xxxx  Serious KPI Failure: xxxx  KPI Service Threshold: xxx	[0]  [1]  [2]  [3]	Yes



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## 1.9 Additional Terms and Conditions

*[Insert Detail] or [Not Applicable]*

### Agreement of this SOW

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

#### For and on behalf of the Supplier

##### The Supplier's Authorised Representative

Name:

Title:

Date:

Signature:

#### For and on behalf of the Buyer

##### The Buyer's Authorised Representative

Name:

Title:

Date:

Signature:



## Annex A - Processing Personal Data

This Annex A replicates Attachment 11 of the Order Form Attachments and for each Statement of Work, 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:

**REDACTED (Under Section 40 of the Freedom of Information Act 2000)**

The contact details of the Supplier's Data Protection Officer are:

**REDACTED (Under Section 40 of the Freedom of Information Act 2000)**

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

Any such further instructions shall be incorporated into this Annex A

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Buyer is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with Clause 23.2 to 23.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data: <b>[Insert the scope of Personal Data for which the purposes and means of the processing by the Supplier is determined by the Buyer]</b></p> <p><b>The Supplier is Controller and the Buyer is Processor</b></p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with Clause 23.2 to 23.15 of the following Personal Data:</i></p> <p><b>[Insert the scope of Personal Data for which the purposes and means of the processing by the Buyer is determined by the Supplier]</b></p> <p><b>The Parties are Joint Controllers</b></p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <p><b>[Insert the scope of Personal Data for which the purposes and means of the processing is determined by both Parties together]</b></p> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"><li>• Business contact details of Supplier Personnel,</li></ul>



	<ul style="list-style-type: none"><li>Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under this Contract).</li></ul> <p><b>[Insert the scope of other Personal Data provided by one Party who is Data Controller to the other Party who will separately determine the nature and purposes of its processing the Personal Data on receipt]</b></p> <p><b>e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Buyer cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Buyer]</b></p>
Duration of the processing	<b>[Clearly set out the duration of the processing including dates]</b>
Nature and purposes of the processing	<p><b>[Please be as specific as possible, but make sure that you cover all intended purposes.]</b></p> <p><b>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</b></p> <p><b>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</b></p>
Type of Personal Data	<b>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</b>
Categories of Data Subject	<b>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</b>



<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p><b><i>[Describe how long the data will be retained for, how it be returned or destroyed]</i></b></p>
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## Annex B

In some instances of SoW some or all of the following clauses of the call of contract may apply. If it is deemed some or all of the clauses listed below apply, the item and detail should be included in the body of the scope of the respective SoW.

Item	Detail and suggested wordings
<b>Critical Performance Failure</b>	Means (a) the Supplier accruing in aggregate [insert number] or more Service Points (in terms of the number of points allocated) in any period of [insert number] months in respect of this SOW; or (b) the Supplier accruing Service Credits or Compensation for Unacceptable KPI Failure which meet or exceed the Service Credit Cap in respect of this SOW;”
<b>Service Availability</b> <i>Refer to Schedule 2.2 of the Call Off Terms Schedules</i>	“Where maintenance undertaken by the Supplier exceeds [insert number] hours in any Service Period, Service Points shall accrue”
<b>Service Permitted for Downtime Maintenance</b>	“In respect of this SOW, the Supplier shall be allowed to book a maximum of [insert number] hours Service Downtime for Permitted Maintenance in any one Service Period which shall take place between the hours and on the day specified in the Maintenance Schedule unless otherwise agreed in writing with the Buyer”
<b>Test Plan, Test Success and Acceptance Criteria</b>	If applicable, insert relevant detail as detailed in schedule 6.2 of the call off terms.
<b>Collaboration Agreement:</b> <i>Refer to 1.32 of Attachment 2.1 (Services Description) of the Order Form</i>	An executed Collaboration Agreement shall be delivered from the Supplier to the Buyer within the [insert number] number of Working Days from the Effective Date of the SoW:
<b>Quality Plan:</b> <i>Refer to 1.24.2 of Attachment 2.1 (Services Description) of the Order Form</i>	The Parties shall comply with the provisions of Clause 6.1 - 6.3 of the Call Off Terms in regard to the Quality Plan for this specific SOW.
<b>Information Management System:</b> <i>Refer to Schedule 2.4 of the Call Off Terms Schedules</i>	[Include a diagram setting out the elements of the Information Management System, the linkages and data flows between those elements, and the boundary]
<b>Knowledge Transfer Plan</b>	[Details of the Knowledge Transfer Plan]
<b>Added Value</b>	[Details of Added Value and Social Value Commitments]



## Attachment 2.2 – Key Performance Indicators and Subsidiary Performance Indicators Tables

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

### 1. Key Performance Indicators

No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Service Points	Publishable Performance Information
KPI-1	Small to Medium sized Enterprises (SMEs)	A minimum of 33% of the total value of all Statements of Work issued under the Contract subcontracted to SMEs in the Supplier's supply chain ecosystem.	The Supplier shall report the figures quarterly but the Frequency of Measurement shall be annual.	Target Performance Level: >33.0% Minor KPI Failure: 28.0% - 32.9% Serious KPI Failure: 20.0% - 27.9% Severe KPI Failure: 15.0 – 19.9%  KPI Service Threshold: <15.0%	0  0  0.5  1  2	Yes





KPI-2	Payment of Key Sub Contractors and Sub Contractors	The Supplier shall (a) pay any undisputed sums which are due from it to a Sub-contractor within thirty (30) days of verifying that the invoice is valid and undisputed.	Quarterly	Target Performance Level: 100.0% Minor KPI Failure: 95.0% - 99.9% Serious KPI Failure: 90.0% - 94.9% Severe KPI Failure: 85.0% - 89.9%  KPI Service Threshold: <85.0%	0  0  0  0  0	Yes
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KPI-3	Provision of Information to complete Statements of Work (SoW) Forms	The duration between the Buyer issuing the Supplier with a Project Brief and the Supplier providing the relevant information to fully populate the SoW Form within 10 working days following issuance of the draft SoW Form to the Supplier by the Buyer.	Monthly	<p>Total number of SoW Issued by Buyer</p> <p>Total number of SoW returned fully authored within 10 working days within each month.</p> <p>Target Performance Level: &gt;95.0% 0</p> <p>Minor KPI Failure: 85.0% - 94.9% 1</p> <p>Serious KPI Failure: 75.0% - 84.9% 2</p> <p>Severe KPI Failure: 70.0% - 74.9% 3</p> <p>KPI Service Threshold: &lt;70.0% 4</p>	Yes
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KPI-4	Commencement of service provision under Statements of Work	Commencement of the provision of the Services under Statements of Work within 20 working days from the date which the SoW was executed.	Monthly	Services being provided within 20 working days of the execution of SoWs each month (unless agreed otherwise by the Parties)  Target Performance Level: >95.0% Minor KPI Failure: 90.0% - 94.9% Serious KPI Failure: 80.0% - 89.9% Severe KPI Failure: 75.0% - 79.9%  KPI Service Threshold: <75.0%	0  0  1  2  3	Yes
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KPI-5	Social Value - Apprenticeships and Trainees	The total percentage of apprentices/trainees within the workforce as a whole, engaged in all Statements of Works under the Contract	Annually	Total percentage of apprentices/trainees within the whole workforce engaged by the Supplier across all Statements of Works under the Contract. Target Performance Level: >3.0% Minor KPI Failure: 2.0% - 2.9% Serious KPI Failure: 1.0% - 1.9% Severe KPI Failure: 0.5% - 1.0%  KPI Service Threshold: <0.5%	0  0  0  0  0	Yes
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KPI-6	Partnering  Customer Satisfaction Relationship Survey	Supplier promotes positive collaborative working relationships, within and across teams in CO Digital and the wider CO. Including with third party suppliers by acting in a transparent manner. Suppliers show commitment to CO goals through adding value over and above the provision of services. Supplier demonstrates a positive contribution, can-do attitude and buy into the values of CO Digital and the wider CO.	Every six months unless otherwise agreed by the Parties  The Customer Satisfaction Survey shall be structured so that it presents an overall score on a scale of 0 to 10, with 0 being the worst and 10 being the best	Target Performance Level: 8.0 out of 10.0  Minor KPI Failure: 6.0 to 7.9 out of 10 Serious KPI Failure: 4.0 to 5.9 out of 10 Severe KPI Failure: 3.0 to 3.9 out of 10  KPI Service Threshold: Less than 3.0 out of 10	0  0.5  1  2	Yes
KPI-7	Management Information	All Management Information returns (finance, performance, Social value, as the case may be) to be uploaded into the Virtual Library as per the timings as specified in Order Form Attachment 8.4 (Transparency Reports and Records to Upload into the Virtual Library)	As specified in Order Form Attachment 8.4 (Transparency Reports and Records to Upload into the Virtual Library)	Target Performance Level: 100.0% Minor KPI Failure: 99.0% - 99.9% Serious KPI Failure: 97.5% - 98.9% Severe KPI Failure: 95.0% - 97.4%  KPI Service Threshold: <95.0%	0  0  0  0  0	Yes



KPI-8	Overall summary on the completion progress of all Statements of Work issued under the Contract	Overall summary on the completion progress of all Statements of Work issued under the Contract	Quarterly	<p>The number of Statement of Works completed within that Quarter, excluding planned agreed extensions of any SoW between the Parties</p> <p>Target Performance Level: = 100.0% of SoWs completed no later than one week following the Completion Date as originally stipulated in the executed SoW</p> <p>Minor KPI Failure: 98.5% to 99.9% of SoWs completed no later than one week following the Completion Date as originally stipulated in the executed SoW</p> <p>Serious KPI Failure: 95.0% to 98.5% of SoWs completed no later than one week following the Completion Date as originally stipulated in the executed SoW</p> <p>Severe KPI Failure: Less than 90.0% to 94.9% of SoWs</p>	<p>0</p> <p>0</p> <p>0</p> <p>0</p>	Yes
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				<p>completed no later than one week following the Completion Date as originally stipulated in the executed SoW</p> <p>KPI Service Threshold: &lt;90.0%</p>	0	
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KPI-9	Provision of accurate forecasting for all Statements of Work where the Pricing Mechanism is Time & Materials	Forecasting for Time & Materials against actual spend.	Monthly	Target Performance Level: 100.0% of Forecasts to be accurate and in line with or below the actual spend.	0	Yes
				Minor KPI Failure: 98.5% to 99.9% of Forecasts to be accurate and in line with or below the actual spend.	0	
				Serious KPI Failure: 97.5% to 98.4% of Forecasts to be accurate and in line with or below the actual spend.	0	
				Severe KPI Failure: 95.0% to 97.4% of Forecasts to be accurate and in line with or below the actual spend	0	
				KPI Service Threshold: Less than 95.0% of Forecasts to be accurate and in line with or below the actual spend	0	





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## 2.    **Subsidiary Performance Indicators**

NOT USED

The Key Performance Indicators and Subsidiary Performance Indicators which shall apply to each **Statement of Work** will be defined in the pertaining Statement of Work Form, however some examples are included here below:

### 3. Key Performance Indicators

No.	Key Performance Indicator Title	Definition	Frequency of Measurement	Severity Levels	Service Points	Publishable Performance Information
KPI-1	[Service Availability]	See Paragraph 1 of Part II of Schedule 2.2 (Performance Levels)	[Month]  [Quarterly]	Target Performance Level: [99%]  Minor KPI Failure: [98.0% - 98.9%]  Serious KPI Failure: [97.0% - 97.9%]  Severe KPI Failure: [96.0% - 96.9%]	[0]  [1]  [2]  [3]	Yes



				KPI Service Threshold: [below 96%]	[4]	
KPI-2	[Supplier System Response Times]	See Paragraph 3 of Part II of Schedule 2.2 (Performance Levels)		Target Performance Level: [X] seconds  Minor KPI Failure: [X] seconds  Serious KPI Failure: [X] seconds  Severe KPI Failure: [X] seconds  KPI Service Threshold: [X] seconds	[0]  [1]  [2]  [3]  [4]	Yes
KPI-3	Help Desk Response Times	See Paragraph 4 of Part II of Schedule 2.2 (Performance Levels)		Target Performance Level: [X] seconds  Minor KPI Failure: [X] seconds  Serious KPI Failure: [X] seconds	[0]  [1]  [2]	Yes



				Severe KPI Failure: [X] seconds	[3]	
				KPI Service Threshold: [X] seconds	[4]	
KPI-4	[Fix Times]	See Paragraph 5 of Part II of Schedule 2.2 (Performance Levels)		Target Performance Level: [X] minutes	[0]	Yes
				Minor KPI Failure: [X] minutes	[1]	
				Serious KPI Failure: [X] minutes	[2]	
				Severe KPI Failure: [X] minutes	[3]	
				KPI Service Threshold: [X] minutes	[4]	
KPI-5	[Satisfaction Surveys]	See Paragraph 6 of Part II of Schedule 2.2 (Performance Levels)	[Monthly] [Quarterly]  The Customer Satisfaction Survey shall be structured so that it presents an overall score on a	Target Performance Level: 8 out of 10	[0]	Yes
				Minor KPI Failure: 6 to 7 out of 10	[1]	
				Serious KPI Failure:		



			scale of 0 to 10, with 0 being the worst and 10 being the best	4 to 5 out of 10  KPI Service Threshold: 3 or less out of 1	[2] [3]	
KPI-6	[Virtual Library Completeness regarding documentation pertaining to this specific] Statement of Work	See Paragraph 7 of Part II of Schedule 2.2 (Performance Levels)		Target Performance Level: [x]% Minor KPI Failure: [x]%-[x]%  Serious KPI Failure: [x]%-[x]% Severe KPI Failure: [x]%-[x]%  KPI Service Threshold: below [x]%	[0] [1]  [2] [3]  [4]	Yes
KPI-7	Accurate and Timely Billing		[Each Milestone or Each Service Period]			Yes



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				KPI Service Threshold: No invoice submitted		
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#### 4. Subsidiary Performance Indicators

NOT USED



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## **5. Additional KPIs**

Should the Customer deem necessary, it may add additional Key Performance Indicators into any specific Statement of Work. These Key Performance Indicators will be presented in the format as outlined here in Attachment 2.2 of the Order Form Attachments and will be applied accordingly.



## Attachment 2.3 – Environmental Requirements

TABLE A – Prohibited Items

<b>The following consumer single use plastics are Prohibited Items:</b>	<b>Catering</b> <ul style="list-style-type: none"> <li>• Single use sachets e.g. coffee pods, sauce sachets, milk sachets</li> <li>• Take away cutlery</li> <li>• Take away boxes and plates</li> <li>• Cups made wholly or partially of plastic</li> <li>• Straws</li> <li>• Stirrers</li> <li>• Water bottles</li> </ul>
	<b>Facilities</b> <ul style="list-style-type: none"> <li>• Single use containers e.g. hand soap, cleaning products</li> <li>• Wipes containing plastic</li> </ul>
	<b>Office Supplies</b> <ul style="list-style-type: none"> <li>• Plastic envelopes</li> <li>• Plastic wrapping for brochures</li> <li>• Paper or card which is bleached with chlorine</li> </ul>
	<b>Packaging</b> <ul style="list-style-type: none"> <li>• Single use plastic packaging from deliveries where avoidable e.g. shrink wrapped packaging from office supplier or facilities products.</li> <li>• Single use carrier bags</li> </ul>
<b>Buyer specific Prohibitions</b>	No Buyer specific Prohibitions specified
<b>Project specific Prohibitions</b>	No project specific Prohibitions specified





**TABLE B – Permitted Items**

<b>Buyer Permitted Items</b>	No Buyer Permitted Prohibitions specified
<b>Project Specific Permitted Items</b>	No Project Specific Prohibitions specified

**TABLE C – Sustainability Reports**

<b>Report Name</b>	<b>Content of Report</b>	<b>Frequency of Report</b>
<b>Sustainability Impact</b>	a. the key sustainability impacts identified; b. sustainability improvements made; c. actions underway or planned to reduce sustainability impacts; d. contributions made to the Buyer's sustainability policies and objectives; e. sustainability policies, standards, targets and practices that have been adopted to reduce the environmental impact of the Supplier's operations and evidence of these being actively pursued, indicating arrangements for engagement and achievements. This can also include where positive sustainability impacts have been delivered; and f. risks to the Service and Subcontractors of climate change and severe weather events such as flooding and extreme temperatures including mitigation, adaptation and continuity plans employed by the Supplier in response to those risks.	On each anniversary of the Effective Date
<b>Greenhouse Gas Emissions</b>	Indicate greenhouse gas emissions making use of the use of the most recent conversion guidance set out in 'Greenhouse gas reporting – Conversion factors' available online at <a href="https://www.gov.uk/guidance/measuring-and-reporting-environmental-impacts-guidance-for-businesses">https://www.gov.uk/guidance/measuring-and-reporting-environmental-impacts-guidance-for-businesses</a>	On each anniversary of the Effective Date
<b>Transport Use</b>	a. miles travelled by transport and fuel type, for goods delivered to the Buyer's sites; b. miles travelled by staff when visiting the Buyer's sites from the Supplier's sites or home; c. resulting Green House Gas (GHG) emissions using agreed Conversion Factors; and d. the number of multilateral e-meetings i.e. with more than two attendees, held by type (audio, webinar, v/conferencing) their length and number of attendees	On each anniversary of the Effective Date



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## **Attachment 2.4 – Information Management System**

Each SoW issued under this Contract will contain the information (if applicable) in regard to the Information Management System



### Attachment 3 – Buyer Responsibilities

The Buyer shall, in relation to this Contract perform the Buyer's responsibilities identified as such in this Contract the details of which are set out below:

Buyer's responsibilities	Location (Paragraph)
Set up governance meetings / Attend regular governance meetings with relevant internal stakeholders	See Schedule 8.1 Representation and Structure of Boards
Raise POs and pay invoices in a timely manner	<a href="https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/555393/Revisedstatutoryguidance26Sept.docx.pdf">https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/555393/Revisedstatutoryguidance26Sept.docx.pdf</a>
The Buyer will provide sponsorship and direction in regard to any Statements of Work duly executed by the Parties	See Statements of Work duly executed by the Parties
Where applicable, the Buyer will provide the Supplier with a list of the Buyer's obligations as part of any Statement of Work duly executed by the Parties	See Statements of Work duly executed by the Parties
The Buyer shall facilitate access to the Buyer's personnel where required	n/a

Any other Buyer Responsibilities specific to any given SoW shall be outlined in that SoW issued under this Contract.



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## Attachment 4.1 – Supplier Solution

**REDACTED (Under Sections 41 and 43 of the Freedom of Information Act 2000)**



## Attachment 4.2 – Commercially Sensitive Information

### Commercially Sensitive Information

No.	Date	Item(s)	Duration of Confidentiality
1	October 2023	The Supplier's Tender Submission contained within Attachment 4.1	In perpetuity
2	October 2023	Any of the names of the Supplier's personnel referenced in this Contract	No less than seven years after the date of Expiry of the Contract
3	October 2023	The Supplier's Anticipated Contract Life Profit Margin and Maximum Permitted Profit Margin shown with Attachment 7.1	In perpetuity
4	October 2023	The Day Rates shown within Attachment 7.1	In perpetuity
5	October 2023	The discount regime shown within Attachment 7.1	In perpetuity



### Attachment 4.3 – Notified Key Sub-Contractors

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

**REDACTED (Under Sections 41 and 43 of the Freedom of Information Act 2000)**



## Attachment 4.4 – Third Party Contracts

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

**REDACTED (Under Sections 41 and 43 of the Freedom of Information Act 2000)**



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## **Attachment 5 - Software**

NOT USED





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## Attachment 6.1 – Outline Implementation Plan

The Outline Implementation Plan which shall apply to the Contract is set out below

**REDACTED (Under Sections 41 and 43 of the Freedom of Information Act 2000)**



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An Outline Implement Plan in respect of each Statement of Work shall be included within the corresponding Statement of Work, using the template provided at Attachment 6.1.1, or as otherwise agreed between the Parties in respect of each specific Statement of Work.



### Attachment 6.1.1 Template for Outline Implementation Plan for each Statement of Work

Milestone	Deliverables ( <i>bulleted list showing all Deliverables (and associated tasks) required for each Milestone</i> )	Duration (Working Days)	Milestone Date	Buyer Responsibilities (if applicable)	Link to ATP/CPP
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]				
Full Development	[Design Verification Reports Design Validation Reports Change Management Plan System/Application Implementation Plan Risk and Issues Management Project Schedule Service Management Plan]				
System User Testing	System Test Report Risk and Issues Management Plan Project Schedule Service Management Plan Defects Log Final Inspection and Testing Report				
User Readiness for Service	Training Plan Risk and Issues Log Implementation Plan Operations Plan				



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	Data Conversion & Cutover Plan Project Schedule Service Management Plan				
Implementation	Implementation Plan Training Scripts				



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## **Attachment 6.2 – Test Success Criteria**

See each Statement of Work duly executed by the Parties, if applicable



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## **Attachment 7.1 – Charges**

### **Part A - Pricing Mechanism**

**REDACTED (Under Sections 41 and 43 of the Freedom of Information Act 2000)**

### **Part B – Charging Mechanism and Adjustments**



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See each specific Statement of Work



### Part C – Risk Register

In respect of each Statement of Work, the Parties shall complete the table below which will be incorporated into each Statement of Work

Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (description)	Mitigation (description)





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## **Part D – Allowable Assumptions**

NOT USED



## Attachment 7.2 – Maximum Payments on Termination

The table below sets out, by Contract Year, the maximum amount of the Unrecovered Payment, Breakage Costs Payment and Compensation Payment that the Buyer shall be liable to pay to the Supplier pursuant to this Contract:

Termination Date	Maximum Unrecovered Payment	Maximum Breakage Costs Payment	Maximum Compensation Payment
Anytime in the Initial Term and/or Extension Period	The reasonable costs of the Supplier's work done in respect of the Statement of Work(s) being terminated up to the date of the Termination of either the Contract or the date of the Termination of any specific Statement of Work(s), but not already paid. The Supplier shall provide evidence satisfactory to the Buyer of the reasonable costs.	Nil	Nil

## **Attachment 7.3 – Approved Benchmarks**

The Programme Board, or as delegated, will select any Approved Benchmarks during the Initial Term and/or any Extension Period

## Attachment 7.4 – Financial Distress

### Part A - Financial Indicators

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

Financial Indicator	Calculation <sup>1</sup>	Financial Target Threshold:	Monitoring and Reporting Frequency - if different from the default position set out in Paragraph 2.3(b) of Schedule 7.4 (Financial Distress)
1.The higher of (a) the Operating Margin for the most recent 12 month period and (b) the average Operating Margin for the last two 12 month periods	Operating Margin = Operating Profit / Revenue	> 5.0%	Tested and reported half yearly in arrears within 120 days of each half year end based upon figures for the 12 months ending on the relevant half year end
2.Net Debt to EBITDA Ratio	Net Debt to EBITDA ratio = Net Debt / EBITDA	< 3.5 times	Tested and reported half yearly in arrears within 120 days of each half year end based upon EBITDA for the 12 months ending on, and Net Debt at, the relevant half year end
3.Net Debt + Net Pension Deficit to EBITDA ratio	Net Debt + Net Pension Deficit to EBITDA Ratio = (Net Debt + Net Pension Deficit) / EBITDA	< 5.0 times	Tested and reported yearly in arrears within 120 days of each accounting reference date based upon EBITDA for the 12 months ending on, and the Net Debt and Net Pension Deficit at, the relevant accounting reference date

4.Net Interest Paid Cover	Net Interest Paid Cover = Earnings Before Interest and Tax / Net Interest Paid	> 3.0 times	Tested and reported half yearly in arrears within 120 days of each half year end based upon figures for the 12 months ending on the relevant half year end.
5.Acid Ratio	Acid Ratio = (Current Assets – Inventories) / Current Liabilities	> 1.0 times	Tested and reported half yearly in arrears within 120 days of each half year end based upon figures at the relevant half year end
6.Net Asset value	Net Asset Value = Net Assets	> £0	Tested and reported half yearly in arrears within 120 days of each half year end based upon figures at the relevant half year end
7.Group Exposure Ratio	Group Exposure / Gross Assets	> 50.0%	Tested and reported yearly in arrears within 120 days of each accounting reference date based upon figures at the relevant accounting reference date

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

## 2. Monitored Suppliers

Monitored Suppliers shall be designated before execution of any specific Statement of Work, and the necessary detail updated in the Virtual Library.

A Monitored Supplier could include any Key Sub Contractor or Subcontractor which in the opinion of the Buyer performs (or would perform if appointed) a role:

- (a) in the provision of all or any part of the Services that is such that the discontinued provision of that role would be detrimental to the ability of the Supplier to deliver the Services to its established performance standards; and/or
- (b) in the provision of all or any part of the Services that is such that the discontinued provision of that role may affect the Supplier's financial stability; and/or
- (c) for which it would be difficult for the Supplier to find a replacement Sub-contractor within a reasonable time.

<b>Monitored Supplier</b>	<b>Applicable Financial Indicators (these are the Financial Indicators from the table in the table immediately above in Part A of this Attachment which are to apply to the Monitored Suppliers)</b>
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As shown in the list of Monitored Suppliers in the Virtual Library	1 to 7 inclusive
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## Part B – Rating Agencies

This Annex sets out the standard rating scales for each of the Rating Agencies selected. The Buyer reserves the right to use other rating scales from other Rating Agencies that are not listed in this Annex.

Rating Agency	Credit Rating Level	Risk level
Standard and Poor's	Credit Rating Level 1 = [AAA] [AA+] [AA] [AA-] [A+] [A] [A-]	Low Risk
	Credit Rating Level 2 = [BBB+] [BBB] [BBB-] [BB+] [BB] [BB-] [B+] [B] [B-]	Greater Than Average Risk
	Credit Rating Level 3 = [CCC] [CC] [C] [D] [NR]	High Risk
Moody's	Credit Rating Level 1 = [Aaa] [Aa] [A]	Low Risk
	Credit Rating Level 2 = [Baa] [Ba] [B]	Greater Than Average Risk
	Credit Rating Level 3 = [Caa] [Ca] [C]	High Risk
Dun and Bradstreet	Credit Rating Level 1 = Failure Score of 51 or above	Low Risk
	Credit Rating Level 2 = Failure Score of 11 to 50	Greater Than Average Risk
	Credit Rating Level 3 = Failure Score of 10 or below	High Risk
Experian	Credit Rating Level 1 = 51 or above	Low Risk

	Credit Rating Level 2 = 26 to 50	Greater Than Average Risk
	Credit Rating Level 3 = 25 or below	High Risk
Companywatch	Credit Rating Level 1 = 36 and above	Low Risk
	Credit Rating Level 2 = 26 to 35	Greater Than Average Risk
	Credit Rating Level 3 = 25 or below	High Risk



### Part C – Credit Ratings

Entity	Credit Rating (long term)	Credit Rating Threshold
<b>Supplier</b>	<b>REDACTED (Under Sections 41 and 43 of the Freedom of Information Act 2000)</b>	Dun & Bradstreet Failure Score of 65

## Part D – Calculation Methodology for Financial Indicators

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

### General methodology

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

### Specific Methodology

Financial Indicator	Specific Methodology
1 Operating Margin	<p>The elements used to calculate the Operating Margin should be shown on the face of the Income Statement in a standard set of financial statements.</p> <p>Figures for Operating Profit and Revenue should exclude the entity's share of the results of any joint ventures or Associates.</p> <p>Where an entity has an operating loss (i.e. where the operating profit is negative), Operating Profit should be taken to be zero.</p>
2 Net Debt to EBITDA Ratio	<p><b>"Net Debt"</b> = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</p> <p><b>"EBITDA"</b> = Operating profit + Depreciation charge + Amortisation charge</p> <p>The majority of the elements used to calculate the Net Debt to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <p><u>Net Debt:</u> The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but not non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <p>Where Net debt is negative (i.e. an entity has net cash), the relevant Financial Target Threshold should be treated as having been met.</p> <p><u>EBITDA:</u> Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the</p>

	<p>entity's share of the results of any joint ventures or Associates. <i>The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts. Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless Net Debt is also negative, in which case the relevant Financial Target Threshold should be treated as having been met).</i></p>
<p><b>3</b></p> <p><b>Net Debt + Net Pension Deficit to EBITDA ratio]</b></p>	<p><b>"Net Debt"</b> = Bank overdrafts + Loans and borrowings + Finance leases + Deferred consideration payable – Cash and cash equivalents</p> <p><b>"Net Pension Deficit"</b> = Retirement Benefit Obligations – Retirement Benefit Assets</p> <p><b>"EBITDA"</b> = Operating profit + Depreciation charge + Amortisation charge</p> <p>The majority of the elements used to calculate the Net Debt + Net Pension Deficit to EBITDA Ratio should be shown on the face of the Balance sheet, Income statement and Statement of Cash Flows in a standard set of financial statements but will otherwise be found in the notes to the financial statements.</p> <p><u>Net Debt:</u> The elements of Net Debt may be described slightly differently and should be found either on the face of the Balance Sheet or in the relevant note to the financial statements. All interest bearing liabilities (other than retirement benefit obligations) should be included as borrowings as should, where disclosed, any liabilities (less any assets) in respect of any hedges designated as linked to borrowings (but <i>not</i> non-designated hedges). Borrowings should also include balances owed to other group members.</p> <p>Deferred consideration payable should be included in Net Debt despite typically being non-interest bearing.</p> <p>Cash and cash equivalents should include short-term financial investments shown in current assets.</p> <p><u>Net Pension Deficit:</u> Retirement Benefit Obligations and Retirement Benefit Assets may be shown on the face of the Balance Sheet or in the notes to the financial statements. They may also be described as pension benefits / obligations, post-employment obligations or other similar terms.</p> <p>Where 'Net Debt + Net Pension Deficit' is negative, the relevant Financial Target Threshold should be treated as having been met.</p> <p><u>EBITDA:</u> Operating profit should be shown on the face of the Income Statement and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates.</p> <p>The depreciation and amortisation charges for the period may be found on the face of the Statement of Cash Flows or in a Note to the Accounts.</p> <p>Where EBITDA is negative, the relevant Financial Target Threshold should be treated as not having been met (unless 'Net Debt + Net Pension Deficit' is also negative, in which case the relevant Financial Target Threshold should be regarded as having been met).</p>

<p><b>4</b></p> <p><b>Net Interest Paid Cover</b></p>	<p><b><i>“Earnings Before Interest and Tax” = Operating profit</i></b></p> <p><b><i>“Net Interest Paid” = Interest paid – Interest received</i></b></p> <p>Operating profit should be shown on the face of the Income Statement in a standard set of financial statements and, for the purposes of calculating this Financial Indicator, should include the entity's share of the results of any joint ventures or Associates.</p> <p>Interest received and interest paid should be shown on the face of the Cash Flow statement.</p> <p>Where Net interest paid is negative (i.e. the entity has net interest received), the relevant Financial Target Threshold should be treated as having been met.</p>
<p><b>5</b></p> <p><b>Acid Ratio</b></p>	<p>All elements that are used to calculate the Acid Ratio are available on the face of the Balance Sheet in a standard set of financial statements.</p>
<p><b>6</b></p> <p><b>Net Asset value</b></p>	<p>Net Assets are shown (but sometimes not labelled) on the face of the Balance Sheet of a standard set of financial statements. Net Assets are sometimes called net worth or 'Shareholders' Funds'. They represent the net assets available to the shareholders. Where an entity has a majority interest in another entity in which there are also minority or non-controlling interests (i.e. where it has a subsidiary partially owned by outside investors), Net Assets should be taken inclusive of minority or non-controlling interests (as if the entity owned 100% of such entity).</p>
<p><b>7</b></p> <p><b>Group Exposure Ratio</b></p>	<p><b><i>“Group Exposure” = Balances owed by Group Undertakings + Contingent liabilities assumed in support of Group Undertakings</i></b></p> <p><b><i>“Gross Assets” = Fixed Assets + Current Assets</i></b></p> <p><u>Group Exposure</u>: Balances owed by (ie receivable from) Group Undertakings are shown within Fixed assets or Current assets either on the face of the Balance Sheet or in the relevant notes to the financial statements. In many cases there may be no such balances, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.</p> <p>Contingent liabilities assumed in support of Group Undertakings are shown in the Contingent Liabilities note in a standard set of financial statements. They include guarantees and security given in support of the borrowings of other group companies, often as part of group borrowing arrangements. Where the contingent liabilities are capped, the capped figure should be taken as their value. Where no cap or maximum is specified, the relevant Financial Target Threshold should automatically be regarded as not having been met.</p> <p>In many cases an entity may not have assumed any contingent liabilities in support of Group Undertakings, in particular where an entity is not a member of a group or is itself the ultimate holding company of the group.</p> <p><u>Gross Assets</u>: Both Fixed assets and Current assets are shown on the face of the Balance Sheet</p>

## **Attachment 7.6 – Anticipated Savings**

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

The Supplier is committing to delivering savings through the delivery of the Services and shall report achieved savings to the Programme Board

## Attachment 8.1 – Representation and Structure of Boards

**Meeting One, which will consist of the following:**

### Service Management Board

Buyer Members of Service Management Board	REDACTED (Under Section 40 of the Freedom of Information Act 2000)
Supplier Members of Service Management Board	REDACTED (Under Section 40 of the Freedom of Information Act 2000)
Start Date for Service Management Board meetings	Date when the first Statement of Work has been executed
Frequency of Service Management Board meetings	One to two hours every fortnight
Location of Service Management Board meetings	Virtual, unless instructed otherwise by the Buyer.

### Change Management Board

Buyer Members of Change Management Board	REDACTED (Under Section 40 of the Freedom of Information Act 2000)
Supplier Members of Change Management Board	REDACTED (Under Section 40 of the Freedom of Information Act 2000)
Start Date for Change Management Board meetings	Date of Contract Award
Frequency of Change Management Board meetings	One to two hours fortnightly
Location of Change Management Board meetings	Virtual, unless instructed otherwise by the Buyer.

### Technical Board

Buyer Members of Technical Board	REDACTED (Under Section 40 of the Freedom of Information Act 2000)
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Supplier Members of Technical Board	<b>REDACTED (Under Section 40 of the Freedom of Information Act 2000)</b>
Start Date for Technical Board meetings	Date when the first Statement of Work has been executed
Frequency of Technical Board meetings	One to two hours every fortnight
Location of Technical Board meetings	Virtual, unless instructed otherwise by the Buyer

### **Risk Management Board**

Buyer Members for Risk Management Board	<b>REDACTED (Under Section 40 of the Freedom of Information Act 2000)</b>
Supplier Members for Risk Management Board	<b>REDACTED (Under Section 40 of the Freedom of Information Act 2000)</b>
Start Date for Risk Management Board meetings	Date of Contract Award
Frequency of Risk Management Board meetings	One to two hours every fortnight
Location of Risk Management Board meetings	Virtual, unless instructed otherwise by the Buyer.



**Meeting Two, which will consist of the following:**

**Programme Board**

Buyer members of Programme Board	<b>REDACTED (Under Section 40 of the Freedom of Information Act 2000)</b>
Supplier members of Programme Board	<b>REDACTED (Under Section 40 of the Freedom of Information Act 2000)</b>
Start date for Programme Board meetings	Date of Contract Award
Frequency of Programme Board meetings	Two hours monthly
Location of Programme Board meetings	Virtual, unless instructed otherwise by the Buyer





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

### Part A - Transparency Reports

Title	Content	Format	Frequency
Performance	Performance on all Statements of Works covered in the reporting period	A dashboard presented in an Excel document, or as otherwise agreed between the Parties	Monthly
Charges	In respect of all Statements of Work, Detailed breakdown of costs charged, incurred and profits to provide effective cost transparency and facilitate gainshare where appropriate	A dashboard presented in an Excel document, or as otherwise agreed between the Parties	Monthly
Major contractors sub-contractors	In respect of all Statements of Work, internal (to the Supplier) spend with sub-contractors. The type of sub-contractor (key, SME, or routine sub-contractor) to be detailed	A dashboard presented in an Excel document, or as otherwise agreed between the Parties	Monthly
Performance management	In respect of all Statements of Work and the overarching Call Off Contract, all performance management reporting in line with agreed KPIs	A dashboard presented in an Excel document, or as otherwise agreed between the Parties	Monthly or as otherwise outlined in Attachment 2.2



## Part B - Records to Upload to Virtual Library

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



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



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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 6.2, Para 8	Test Report	As appropriate and agreed by the Buyer	2 Working Days prior to the date on which the test is planned to end for the Draft Test Report 5 days for the Final Test Report following the relevant test completion	Reissue with each retest	Buyer
Sch 7.1, Part E Para 1.1	Template Invoice	As appropriate and agreed by the Buyer	Within 10 Working Days of the Effective Date	Upon Contract by the Buyer to vary the template	Buyer
Sch 7.1, Annex 4	Risk Register	Attachment 7.1 (Part C)	Effective Date	Upon Contract by the Buyer to vary the by the Risk Management Board	Buyer
Sch 7.3, Para 5	Benchmarking Plan	Sch 7.3	Upon receipt from Benchmarker	Approval of Plan	Buyer and Auditor
Sch 7.3, Para 5	Benchmarking report	Sch 7.3	Upon receipt from Benchmarker	Any update	Buyer and Auditor
Sch 7.4 Para 2.3(b)	Financial Indicator Reports	Sch 7.4 para 2.5	As specified in para 2.3(b) of Sch 7.4	As specified in para 2.3(b) of Sch 7.4	Buyer
Sch 7.4 Para 4.3(b)	Financial Distress Remediation Plan	As appropriate and agreed by the Buyer	As soon as reasonably practicable and in any event within 10 Working Days of initial notification or	On a regular basis (not less than fortnightly)	Buyer



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



Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 8.2 Para 5	Impact Assessment	As appropriate and agreed by the Buyer	Within the period agreed by the Impact Assessment Estimate	Within 10 Working Days of request by the Buyer to update under Schedule 8.1 Para 5.7	Buyer
Sch 8.2, Para 2.6	Update full copy of the Contract and copy of annotated version illustrating changes	PDF and MS Word (editable)	Signature of Variation Date	Any variation	Buyer
Sch 8.2, Para 4	Change Request	Sch 8.2, Annex 1	Within 10 working days of Buyer issuing the Change Request		Buyer
Sch 8.3, Para 2.1	Dispute Notice	Sch 8.3 Para 2.2	No longer than 20 Working Days from an unresolved dispute arising	Any variation	Buyer
Sch 8.3, Para 2.4	Mediation Notice	As appropriate	When first served	Any variation	Buyer
Sch 8.4, Para 1	Reports and Records Provisions	Sch 8.4, Annex 1	Within 3 months of the Effective Date	Frequency specified in Sch 8.4, Annex 1	Buyer
Sch 8.5, Para 2.1 (a)	Register of All Assets, Sub-contracts and Other Relevant Contracts	As appropriate and agreed by the Buyer	Within 3 months of the Effective Date	Any variation	Buyer
Sch 8.5, Para 2.1 (b)	Configuration Database of Technical Infrastructure and Operating Procedures	As appropriate and agreed by the Buyer	Within 3 months of the Effective Date	Any variation	Buyer



Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 8.5, Para 3.1	Exit Information	As appropriate and agreed by the Buyer	On reasonable notice given by the Buyer at any point during the Term	Within 10 Working Days of Buyer's written request	Buyer and its potential Replacement Suppliers
Sch 8.5, Para 4.1	Exit Plan	Sch 8.5, Para 4.3	Within 3 months of the Effective Date	In the first month of each contract year; and Within 14 days if requested by the Buyer following a Financial Distress Event Within 20 days after service of Termination Notice or 6 months prior to expiry of the Contract.	Buyer
Sch 8.5, Para 5.7 (b)	Buyer Data (handback)	Sch 8.4, Para 3 and/or as appropriate and agreed by the Buyer	At the end of the Termination Assistance Period	-	Buyer
Sch 8.5, Annex 1, Para 1, Para 1.3 & Para 1.4	Termination Services supporting documentation and knowledge transfer material	As appropriate and agreed by the Buyer	As specified in the Termination Assistance Notice and in any event prior to the end of the Termination Assistance Period	As specified in the Termination Assistance Notice or otherwise requested by the Buyer	



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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
Sch 8.6 Service Continuity	Service Continuity Plan	Sch 8.6, Para 2.2	Within 40 days from the Effective Date	Sch 8.6, Para 7.1	Buyer
Sch 8.6, Para 6.2	Service Continuity Plan Review Report	Sch 8.6, Para 6.2	Within 20 Working Days of the conclusion of each review of the Service Continuity Plan.		
Sch 8.6	Corporate Resolution Planning Information	Sch 8.6, Para 11.3	Sch 8.6 Part 2 Para 11.2	Sch 8.6, Para 11.8	Buyer
Sch 7.4 Para 8	Board Confirmation	As set out at Annex 5 of Sch 7.4	Within 120 days of the first Accounting Reference Date to occur	Within 15 months of the previous Board Confirmation provided or within 120 days after each Accounting Reference Date (whichever is the earlier)	Buyer
Sch 9.1, Part E, Para 1.1	Supplier's Provisional Supplier Personnel List and, Staffing Information	As appropriate and agreed by the Buyer	Sch 9.1, Para 1.1 A-D	At such intervals as are reasonably requested by the Buyer	Buyer
Sch 9.1, Part E, Para 1.2	Supplier's Final Supplier Personnel List	As appropriate and agreed by the Buyer	At least 20 Working Days prior to the Service Transfer Date	Upon any material change to the list of employees	Buyer and, at the discretion of the Buyer, the Replacement Supplier and/or any





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Applicable Clause/ Paragraph	Required Data	Format of Data	Initial Upload Date	Update Requirement	Access Permission and Access Event (where applicable)
					Replacement Subcontractor
Sch 9.1, Part E, Para 1.6	Information relating to the manner in which the services are organised	As appropriate and agreed by the Buyer	Effective Date		Buyer
Sch 9.1, Part E, Para 1.7	Payroll and benefits information	As appropriate and agreed by the Buyer	Within 5 Working Days following the Service Transfer Date	-	Buyer, any Replacement Supplier and/or Replacement Sub-contractor
Sch 9.1, Annex	List of Notified Sub-contractors	As appropriate and agreed by the Buyer	Effective Date	Upon any change	Buyer
Sch 9.2	Key Personnel	Attachment 9.2	Effective Date	As amended from time to time	Buyer
Sch 11, Annex Para 2.1	Reports on Data Subject Access Requests	As appropriate and agreed by the Buyer	As agreed with Buyer	As agreed with Buyer	Buyer and Supplier



## **Attachment 9.1 – List of Notified Sub-Contractors**

See Virtual Library



## Attachment 9.2 – Key Personnel

**REDACTED (Under Section 40 of the Freedom of Information Act 2000)**

See also Key Personnel named in each Statement of Work duly executed by the Parties



## Attachment 10

NOT USED



## Attachment 11 – Processing Personal Data

This shall be completed in respect of each SoW issued under this Contract, and in regard to the overall Contract this Attachment 11 shall apply.

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

The contact details of the Buyer's Data Protection Officer are: **REDACTED (Under Section 40 of the Freedom of Information Act 2000)**

The contact details of the Supplier's Data Protection Officer are: **REDACTED (Under Section 40 of the Freedom of Information Act 2000)**

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

Any such further instructions shall be incorporated into this Attachment 11.

Description	Details
Identity of Controller for each Category of Personal Data	The Buyer is Controller and the Supplier is Processor The Parties acknowledge that in accordance with Clause 23.2 to 23.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data: Any Personal Data needed to undertake the obligations of the Contract including but not limited – names, email addresses, telephone numbers
Duration of the processing	The duration of the Contract and any period of Extension
Nature and purposes of the processing	The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose is to undertake the obligations of the Contract



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Type of Personal Data	Including but not limited to names, email addresses, telephone numbers
Categories of Data Subject	Staff
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	The data shall be securely destroyed once processing is complete