
**DEFENCE AS A PLATFORM
TSP FINAL SCHEDULE 4
CHARGES AND INVOICING**

SCHEDULE 4

CHARGES AND INVOICING

Capitalised terms used but not defined in this Schedule are defined in Clause 1.1 (*Definitions and Interpretation*).

1. OVERVIEW OF CHARGES

- 1.1. This Schedule sets out provisions relating to the Charges for the provision of the Services as defined in this Agreement.
- 1.2. The Charges are set out in the applicable column of the table in each Work Package. There are three categories of Charges:
 - 1.2.1. fixed one-off Charges for the completion of specific Deliverables ("**Fixed Charges**");
 - 1.2.2. monthly charges for ongoing Deliverables and Services ("**Recurring Charges**"); and
 - 1.2.3. charges agreed in accordance with Paragraph 7 (*Rate Card*) of this Schedule.
- 1.3. The total amount charged to the Authority for a Work Package shall in no circumstances exceed the relevant Work Package Value, save that the Work Package Value and the Charges shall be subject to the Change Control Procedure.

2. OPEN BOOK ACCOUNTING

- 2.1. The Contractor acknowledges the Authority's need for complete transparency in the way in which the Charges are calculated.
- 2.2. During the Term, the Contractor shall: (a) maintain and retain the Open Book Accounting Data; and (b) disclose and allow the Authority and/or an Auditor access to the Open Book Accounting Data.

3. FIXED AND RECURRING CHARGES

- 3.1. Subject to anything to the contrary in a Work Package, following Acceptance of a Deliverable against which a Fixed Charge or a Recurring Charge is shown in a Work Package, the Contractor may charge to the Authority such Fixed Charge or Recurring Charge (and invoice such amount to the Authority in accordance with this Schedule).

4. PERFORMANCE

- 4.1. The Contractor shall not be entitled to charge to the Authority (nor invoice the Authority for) any Charges in respect of any Services that have not been (or are not being, as applicable) performed or Deliverables that have not been Accepted. Without prejudice to the generality of the foregoing, the Authority shall not be required to pay (and the Contractor may not invoice the Authority for) any Charges in respect of a Service if for any reason the Contractor is not required to undertake any demonstrable and non-trivial work or activities in respect of that Service in a calendar month.

5. TAX

All Charges under this Agreement are exclusive of VAT which shall be payable and Clause 10 (*Tax*) shall apply.

6. ADDITIONAL COSTS

- 6.1. The Charges specified in the Work Packages will be the actual Charges for the delivery of the Minimum Service Requirements as described in the relevant Work Package set out in Schedule 1 (*Work Packages*) (the "**Work Package Value**").
- 6.2. The Contractor will not apply additional charges for the use of Management Information tools or techniques, software or licences in the provision of the Services. Where the Parties agree that additional and or specific tools are required, such additional requirement will be addressed under the Change Control Procedure in Schedule 9 (*Change Control*) and set out in the relevant Work Package.

7. RATE CARD

- 7.1. The Contractor shall only be entitled to charge (and invoice) the Authority in accordance with the Rate Card if:
 - 7.1.1. a Work Package states that the Contractor shall charge the Authority for the Work Package (or part thereof) in accordance with the Rate Card; or

7.1.2. agreed between the Parties under the Change Control Procedure.

7.2. Where the Contractor is entitled to charge the Authority in accordance with the Rate Card, the Contractor shall charge (and invoice) the Authority using the rates set out in the following Rate Card:

Role	SFIA Category	SFIA Sub Category	SFIA Skill Name	SFIA Skill Code	SFIA Level	Daily Rate Contract Year 1 excluding VAT (£)	Daily Rate Contract Year 2 excluding VAT (£)	Daily Rate Renewal Period excluding VAT (£)
Senior Systems Integration Engineer	Development and implementation	Installation and integration	Systems Integration	SINT	5	[redacted]	[redacted]	[redacted]
Systems Integration Engineer	Development and implementation	Installation and integration	Systems Integration	SINT	4	[redacted]	[redacted]	[redacted]
Junior Systems Integration Engineer	Development and implementation	Installation and integration	Systems Integration	SINT	3	[redacted]	[redacted]	[redacted]
Senior Test Manager	Development and implementation	Systems development	Testing	TEST	6	[redacted]	[redacted]	[redacted]
Test Manager	Development and implementation	Systems development	Testing	TEST	5	[redacted]	[redacted]	[redacted]
Junior Test Manager	Development and implementation	Systems development	Testing	TEST	4	[redacted]	[redacted]	[redacted]
Senior Functional Test Engineer	Change and transformation	Business change management	Business analysis	BPTS	5	[redacted]	[redacted]	[redacted]
Functional Test Engineer	Change and transformation	Business change management	Business analysis	BPTS	4	[redacted]	[redacted]	[redacted]
Senior Technical Test Engineer	Development and implementation	Systems development	Testing	TEST	5	[redacted]	[redacted]	[redacted]
Technical Test Engineer	Development and implementation	Systems development	Testing	TEST	4	[redacted]	[redacted]	[redacted]
Tester	Development and implementation	Systems development	Testing	TEST	3	[redacted]	[redacted]	[redacted]
Transition Manager	Change and transformation	Business change management	Change implementation planning and management	CIPM	5	[redacted]	[redacted]	[redacted]
Transition Manager	Change and transformation	Business change management	Change implementation planning and management	CIPM	4	[redacted]	[redacted]	[redacted]

Role	SFIA Category	SFIA Sub Category	SFIA Skill Name	SFIA Skill Code	SFIA Level	Daily Rate Contract Year 1 excluding VAT (£)	Daily Rate Contract Year 2 excluding VAT (£)	Daily Rate Renewal Period excluding VAT (£)
Senior Project Manager	Change and Transformation	Business Change Implementation	Project management	PRMG	5	[redacted]	[redacted]	[redacted]
Project Manager	Change and Transformation	Business Change Implementation	Project management	PRMG	4	[redacted]	[redacted]	[redacted]
Analyst	Change and Transformation	Business Change Management	Business Analysis	BUAN	3	[redacted]	[redacted]	[redacted]
Senior Project Assistant	Change and Transformation	Business Change Implementation	Portfolio, programme and project support	PROF	3	[redacted]	[redacted]	[redacted]
Project Assistant	Change and Transformation	Business Change Implementation	Portfolio, programme and project support	PROF	2	[redacted]	[redacted]	[redacted]

7.3. If the Contractor is entitled to charge for Services in accordance with the Rate Card and less than a Man Day is worked on any given day, then the Charges shall be reduced pro-rata.

7.4. If the Contractor intends to charge the Authority for any Services in accordance with the Rate Card pursuant to this Paragraph 7, the Contractor shall provide a firm quote to the Authority for the provision of the relevant Services in the applicable CCN or draft Work Package, and such quote shall:

7.4.1. be calculated per Man Day; and

7.4.2. relate to the amount of Man Days directly and necessarily spent by such persons in the performance of the given Services at the rates set out in the Rate Card.

7.5. Without prejudice to the Contractor's obligations in Clause 4 (*Service Standards*), the Contractor shall use efficiently all resources chargeable to the Authority in respect of performing Services in accordance with the Rate Card pursuant to this Paragraph 7 so as to minimise the Charges to the Authority for such Services.

7.6. Within five (5) days of the Authority's request, the Contractor shall promptly provide to the Authority the curriculum vitae of any of the Contractor Personnel engaged, or to be engaged, in the provision of any Services that shall be charged for in accordance with the Rate Card.

8. EXPENSES

8.1. The Contractor acknowledges and agrees that the Charges specified in the Work Packages (including those levied) under the Rate Card are deemed to include all expenses incurred by the Contractor.

8.2. The Contractor shall not be entitled to be reimbursed by the Authority for any expenses incurred in the performance of the Services, unless otherwise agreed in writing between the Parties.

9. INVOICING

9.1. Payment against valid and undisputed invoices for Charges under this Agreement shall be made via the Contracting, Purchasing & Finance (CP&F) electronic procurement tool which has been made available to the Contractor.

9.2. The Authority shall pay all valid and undisputed invoices submitted by the Contractor in accordance with this Agreement on or before the day which is thirty (30) days after the day upon which such invoice is received by the Authority.