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END USER COMPUTING

CALL OFF SCHEDULE 2:

CALL OFF CONTRACT CHARGES, PAYMENT AND INVOICING

Note: This Schedule is OFFICIAL – Sensitive and contains Commercially Sensitive Information. Circulation outside of the CPS Commercial team is not permitted without the prior approval of the Head of Digital Commercial

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1 INTRODUCTION

- 1.1 This Call Off Schedule sets out the Call Off Contract Charges, and the pricing, payment and invoicing provisions that apply under this Call Off Contract, including: (i) in relation to the Implementation Service Charges and the Milestone Payments in relation to payment of the Implementation Service Charges; (ii) Call Off Contract Charges for the Operational Services; (iii) Catalogue Charges; (iv) Day Rates and Rate Card; and (v) Exit Assistance Charges. Save as otherwise expressly set out in this Call Off Schedule or as otherwise agreed in accordance with the Call Off Schedule 5 (Change Control Procedure), the Call Off Contract Charges are inclusive of all costs and expenses incurred by the Supplier in connection with providing the Services in accordance with this Call-Off Contract, and the Customer shall not be charged for any costs of the Supplier to provide the Services unless a specific rate or charge is set out in this Call Off Schedule.
- 1.2 All monetary figures in this Call Off Schedule are exclusive of VAT.
- 1.3 The currency of the Call Off Contract Charges identified in this Call Off Schedule is in Pounds Sterling and all invoices provided under this Call Off Schedule shall be in Pounds Sterling.
- 1.4 In respect of all Call Off Contract Charges that are calculated on a monthly basis, any Call Off Contract Charges for any part month of service provision by the Supplier shall be invoiced pro-rated on a daily basis.
- 1.5 The Parties agree that the Call Off Contract Charges shall not be increased to take account of currency fluctuations.
- 1.6 There shall be no indexation linked increases applied to the Call Off Contract Charges.
- 1.7 There shall be no double or multiple charging between the different Call Off Contract Charges set out in this Call Off Schedule.
- 1.8 For the avoidance of doubt no separate Call Off Contract Charges shall be payable by the Customer in respect of the following Services:
 - 1.8.1 the Authority Management Charge payable by the Supplier to CCS under the Framework Agreement.
- 1.9 The Call Off Contract Charges for such Services set out under Paragraph 1.8 above are included within the Call Off Contract Charges set out in this Call Off Schedule.
- 1.10 The Parties agree that the Supplier will undertake a Bulk Device Replacement project of approximately 3,700 devices across the Customer estate. Such Bulk Device Replacement project shall be agreed by the Parties in accordance with Call Off Schedule 5 (Change Control Procedure).

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2 IMPLEMENTATION SERVICE CHARGES AND MILESTONE PAYMENTS

2.1 Implementation Service Charges

2.1.1 Scope of Implementation Service Charges and Cost Allocation

2.1.1.1 The Implementation Service Charges shall be paid to the Supplier with respect to the Supplier's provision of the Implementation Services and the Delivery of the agreed Implementation Plans. The Implementation Service Charges are set out in Annex 1 to this Call Off Schedule.

2.1.1.2 The Supplier's cost for the Implementation Services (including Delivery of the Outline Implementation Plan, all management and administration costs, technical staff costs, and expenses, and all testing activities performed in relation to the Implementation Services under the Implementation Plan) have been included in the Implementation Service Charges.

2.1.1.3 The Supplier confirms that the Implementation Service Charges include the licence or purchase costs, assignment, novation, transfer or permissions, (if any and as applicable and as more particularly described in Call Off Schedule 9 (Software and Assets) or as set out elsewhere in the Call Off Contract) of the Assets and Software and required to provide the Services under this Call Off Contract.

2.1.2 Payment Mechanism, Frequency and Invoicing

2.1.2.1 **Payment Mechanism:** The Implementation Service Charges are payable as Milestone Payments in accordance with Paragraphs 2.1.2.2, 2.1.3 and 13 below.

2.1.2.2 **Frequency:** The Implementation Service Charges are payable on Milestone basis solely in relation to the Milestones identified in Paragraph 2.1.3 below.

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2.1.2.3 Invoicing: The Supplier shall be entitled to invoice ninety per cent (90%) of the relevant Milestone Payment to the Customer for the Milestones set out below in the table in Paragraph 2.1.3 and in Annex 1 (Implementation Service Charges) to this Call Off Schedule, when the Satisfaction Certificate has been issued in respect of the related Milestone, as such invoicing is more particularly described in Paragraph 12 and 13 below. The Supplier shall be entitled to invoice the remaining ten per cent (10%) of the relevant Milestone Payment for such Milestones which have been invoiced at ninety per cent (90%) up to three (3) months after the Final Operational Service Commencement Date, provided that all the Milestones relating to the Operational Service Commencement Dates have attained their Satisfaction Certificates.

2.1.3 In accordance with this Paragraph 2.1 the following Milestone Payments shall apply:

Milestone No	Milestone Title & Satisfaction Reference	Milestone Date (See Note 1)	Milestone Price 100%	Milestone 90% Payment at Completion	Milestone Final release 10%	Milestone Type (see below)
M-2	Security Management Plan	Call Off Commencement Date + 40 Working Days	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.			Payment Milestone
M-3	Following Deliverables are submitted to the Customer and the applicable Satisfaction Certificate has been issued: 1. Service Readiness Review Criteria 2. Baseline SMRD 3. Baseline SOM 4. Tools Design Document	Call Off Commencement Date + 40 Working Days				Payment Milestone
M-5	Following Deliverables are Approved by the Customer and the applicable Satisfaction	Call Off Commencement Date + 60 Working Days	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.			Payment Milestone

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	Certificate has been issued: 1. Final Operational Service Commencement Date 2. Final SMRD 3. Final SOM					
	Milestone Retention Release Payment: up to 90 days from Final Operational Service Commencement Date	Up to 90 days from the Final Operational Service Commencement Date				Payment Milestone
		TOTAL				

Note 1: Any changes to the Milestone Dates set out above shall be subject to the Change Control Procedure.

3 CALL OFF CONTRACT CHARGES FOR OPERATIONAL SERVICES

Subject to Paragraph 9 below, the Call Off Contract Charges set out in this Paragraph 3 below shall apply in respect of the Operational Services.

3.1 Fixed Service Charges

3.1.1 Scope of Charges and Cost Allocation

3.1.1.1 The Fixed Service Charges shall be paid to the Supplier with respect to the Supplier's costs incurred in relation to the provision of the Services provided by the Supplier under this Call Off Contract. The Fixed Service Charges applicable on and after the date of Achievement of the Final Operational Service Commencement Date are set out in Annex 2 of this Call Off Schedule and they shall not change during the Call Off Contract Period save as otherwise agreed by the Parties in accordance with Call Off Schedule 5 (Change Control Procedure).

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3.1.1.2 The Supplier's costs and overhead for the management and support of the Services (including administration, governance, subcontractor management, regulatory compliance and reporting, etc.), costs relating to all test equipment, shared equipment, costs for all licences, costs relating to third party support and maintenance agreements (including the Third Party Contracts identified in Call Off Schedule 9 (Software and Assets)) have been included in the Fixed Service Charges.

3.1.2 Payment Mechanism, Frequency and Invoicing

3.1.2.1 **Payment Mechanism:** Unless otherwise provided in this Paragraph 3.1, the Fixed Service Charges are payable on a monthly basis in accordance with Paragraph 3.1.2.2 below.

3.1.2.2 **Frequency:** Subject to Paragraph 3.1.1.1 above, the Supplier shall be entitled to commence invoicing the monthly Fixed Service Charges in arrears at the end of the first calendar month from the date of Achievement of the Final Operational Service Commencement Date and, thereafter, monthly in arrears until the end of the Call Off Contract Period.

3.1.2.3 **Invoicing:** The Supplier shall be entitled to invoice the Call Off Contract Charges under this Paragraph 3.1 in accordance with Paragraphs 12 and 13 below.

3.1.3 Fixed Service Charges Baseline

3.1.3.1 The Fixed Service Charges are based on the baselines, minimums and maximums identified in the table below in this Paragraph 3.1.3 as at Call Off Commencement Date:

3.1.3.2 The Supplier Solution will deliver Services to the number of EUDs between the minimum (where applicable) and up to the maximum baselines set out below. Any changes to the maximum and minimum baselines identified in the table below, that are identified and Approved during Implementation shall be updated in the table below accordingly. Any changes to the maximum and minimum baselines identified in the table below, or to the maximums per 90 day rolling period that are identified after the Final OSCD, shall be subject to the Change Control Procedure.

3.1.3.3 The Customer shall request the Services set out below by means of the request fulfilment process set out in the Service Catalogue.

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Service Item	Measure (Monthly)	Baseline	Min	Max	Notes
EUDs	TOTAL number of EUDs in Active Use	7,000	6,000	7,700	
Break fix	TOTAL number of break fixes for the EUDs	30		30	The Fixed Service Charges include up to a maximum of 90 break fixes over a rolling three-Month period before applying additional charges in accordance with the Catalogue Charges. For break fixes in excess of 90 break fixes over a rolling three-Month period, the pricing in the Catalogue Charges shall apply in accordance with Paragraph 3.1.3.6 below.
User Installs	TOTAL number of new EUDs issued to Users for Active Use	53		53	The Fixed Service Charges include up to a maximum of 160 User Installs over a rolling three-Month period. For User Installs in excess of 160 User Installs over a rolling three-Month period, the pricing in the Catalogue Charges shall apply in accordance with Paragraph 3.1.3.6 below.
Decommissioning	TOTAL number of EUD decommissions (measured	23		23	The Fixed Service Charges include up to a maximum of 70 EUD decommissions over a rolling three-Month period. For EUD decommissions

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	monthly)				in excess of 70 EUD decommissions over a rolling three-Month period, the pricing in the Catalogue Charges shall apply in accordance with Paragraph 3.1.3.6 below.
Collections	Collections from the Customer's Premises of EUDs to be returned to the Supplier's Premises	25		25	The Fixed Service Charges include up to a maximum of 75 collections over a rolling three month period. For collections in excess of 75 collections over a rolling three-Month period, the pricing in the Catalogue Charges shall apply in accordance with Paragraph 3.1.3.6 below.

3.1.3.4 The baselines identified in the table above are as identified at the Call Off Commencement Date.

3.1.3.5 In relation to the number of EUDs in Active Use, the Fixed Service Charges in Annex 2 to this Call Off Schedule will remain the same where the number of EUDs in Active Use is within the minimum and maximum number set out in the above table. Where use goes outside the minimum or maximum, the Parties shall initiate a commercial discussion on whether there is any impact to the Fixed Service Charges. Both Parties shall use commercially reasonable endeavours to agree a resolution. Any agreed changes shall be subject to Call Off Schedule 5 (Change Control Procedure).

3.1.3.6 In relation to break fix, Decommissioning, User Installs, and collections, the Fixed Service Charges in Annex 2 to this Call Off Schedule will remain the same where the number of EUDs per category of service item per rolling three Month period remains within the maximum numbers set out in the column titled "Notes" in the above table. Where the number of service items per rolling three Months goes outside the maximum number, each EUD per category of service item shall be chargeable to the Customer at the applicable Catalogue Charges set out in Annex 5 of this Schedule. At the end of each Quarter the Supplier will undertake reconciliation and any additional Catalogue Charges payable in respect of such Quarter shall be invoiced by the Supplier

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with a supporting spreadsheet itemising all additional Catalogue Charges.

3.1.4 Fixed Service Charges and further PUDO adoption

- 3.1.4.1 The Fixed Service Charges are based on the PUDO model set out in the table below in this Paragraph 3.1.4.1 as at Call Off Commencement Date for the Call Off Initial Period:

Proposed Delivery Model	Y1	Y2	Y3
Engineer visit	50%	40%	40%
PUDO based visit	50%	60%	60%

- 3.1.4.2 The Parties agree to work jointly to agree further PUDO adoption as the preferred delivery model during the Call Off Initial Period.
- 3.1.4.3 If there is a material change to PUDO adoption (i.e., over and above the levels set out in the table above in paragraph 3.1.4.1), the Parties shall meet to have good faith discussions about any impact to the Fixed Service Charges and any change to the Fixed Service Charges shall be agreed in accordance with the Change Control Procedure.

3.2 Commodity Unit Charges (if applicable)

- 3.2.1 **NOT USED.**

3.3 Third Party Charges (if applicable)**3.3.1 Scope of Third Party Charges and Cost Allocation**

- 3.3.1.1 If Third Party Charges are identified in Annex 4 to this Call Off Schedule at the Call Off Commencement Date, the Third Party Charges shall be paid to the Supplier with respect to the Supplier's third party costs incurred in relation to the provision of the Services provided by the Supplier under this Call Off Contract. The Third Party Charges are set out in Annex 4 to this Call Off Schedule.

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3.3.1.2 The Supplier's cost for all third party costs incurred in the provision of the Services (including costs relating to all test equipment, shared equipment, costs for all licences, costs relating to third party support and maintenance agreements (including the Third Party Contracts identified in Call Off Schedule 9 (Software and Assets) have been included in the Third Party Charges.

3.3.2 Payment Mechanism, Frequency and Invoicing

3.3.2.1 **Payment Mechanism:** The Third Party Charges are payable on a monthly basis in accordance with Paragraph 3.3.2.2 below.

3.3.2.2 **Frequency:** The Supplier shall be entitled to commence invoicing the Third Party Charges in arrears at the end of the first calendar month from the Final Operational Service Commencement Date or other applicable date agreed by the Parties and, thereafter, monthly in arrears until the end of the Call Off Contract Period.

3.3.2.3 **Invoicing:** The Supplier shall be entitled to invoice the Charges under this Paragraph 3.3 in accordance with Paragraphs 12 and 13 below.

3.4 Other Call Off Contract Charges Provisions

3.4.1 The Supplier acknowledges and agrees that:

3.4.1.1 In accordance with Paragraph 2 (General Provisions) of Framework Schedule 3 (Framework Prices and Charging Structure), the Maximum Percentage Margin Rates set out in Annex 1 of Framework Schedule 3 are the maximum margin rates that the Supplier may charge pursuant to any Call Off Contract); and

3.4.1.2 the Discount Structure as set out in Annex 2 to Framework Schedule 3 shall be applied by the Supplier to this Call Off Contract.

3.4.2 Subject to Paragraph 3.5 of this Call Off Schedule (Adjustment of Call Off Contract Charges), the Call Off Contract Charges cannot be increased during the Call Off Contract Initial Period.

3.4.3 For the avoidance of doubt discounts applied to the Call Off Contract Charges pursuant to Framework Schedule 3 shall not be subject to the Change Control Procedure.

3.5 Adjustment of Call Off Contract Charges

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3.5.1 The Call Off Contract Charges shall only be varied:

- 3.5.1.1 due to a Specific Change in Law in relation to which the Parties agree that a change is required to all or part of the Call Off Contract Charges in accordance with Clause 15.2 of this Call Off Contract (Legislative Change);
- 3.5.1.2 where all or part of the Call Off Contract Charges are reduced as a result of a review of the Call Off Contract Charges in accordance with Clause 60 of this Call Off Contract (Continuous Improvement) where used;
- 3.5.1.3 where all or part of the Call Off Contract Charges are reduced as a result of a review of Call Off Contract Charges in accordance with Clause 61 of this Call Off Contract (Benchmarking) where used.

For the avoidance of doubt discounts applied to the Call Off Contract Charges pursuant to this Call Off Schedule 2 shall not be subject to the Change Control Procedure.

3.5.2 Subject to Paragraphs 3.5.1.1 to 3.5.1.3 of this Call Off Schedule, the Call Off Contract Charges will remain fixed for the Call Off Initial Period.

3.6 Implementation of Adjusted Call Off Contract Charges

3.6.1 Variations in accordance with the provisions of this Call Off Schedule to all or part the Call Off Contract Charges (as the case may be) shall be made by the Customer to take effect:

- 3.6.1.1 in accordance with Clause 15.2 of this Call Off Contract (Legislative Change) where an adjustment to the Call Off Contract Charges is made in accordance with Paragraph 3.5.1.1 of this Call Off Schedule;
- 3.6.1.2 in accordance with Clause 60 of this Call Off Contract (Continuous Improvement) where used, where an adjustment to the Call Off Contract Charges is made in accordance with Paragraph 3.5.1.2 of this Call Off Schedule;
- 3.6.1.3 in accordance with Clause 61 of this Call Off Contract (Benchmarking) where an adjustment to the Call Off Contract Charges is made in accordance with Paragraph 3.5.1.3 of this Call Off Schedule;

and the Parties shall amend the Call Off Contract Charges shown in this Call Off Schedule to reflect such variations.

4 CATALOGUE CHARGES

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- 4.1 The Service Catalogue is set out in Annex 5 to this Call Off Schedule along with the related Catalogue Charges applicable at the Call Off Commencement Date for the items identified in the Service Catalogue. For the avoidance of doubt, all costs associated with testing the Services during the Implementation Phase shall be set out and included in the Implementation Service Charges.
- 4.2 Save as provided in Paragraph 3 above, at the time the Customer orders an item from the Service Catalogue, the Supplier shall provide the item to the Customer at a price no less commercially advantageous as the price set out in the Service Catalogue.
- 4.3 The Catalogue Charges in Annex 5 may change from time to time during the Call Off Contract Period in accordance with and subject to with Call Off Schedule 5 (Change Control Procedure).
- 4.4 The Supplier shall collate all Catalogue Charges incurred in any month and issue an invoice monthly in arrears to the Customer. The Supplier shall issue with each invoice a supporting spread-sheet itemising all procured items from the Service Catalogue during the previous calendar month.

5 RATE CARD AND EXPENSES

- 5.1 Subject to Paragraph 5.2 below, the Supplier shall not be entitled to be reimbursed by the Customer for travel and subsistence (e.g. hotel and food) expenses incurred in the performance of the Services, except where specified otherwise in this Call Off Schedule. Any expenses will only be agreed with the prior written permission of the Customer (including in the applicable Impact Assessment) and will be subject to the Customer's Travel and Subsistence Policy and the Customer Expenses Policy, as amended from time to time.
- 5.2 The Supplier shall only be entitled to charge expenses under Paragraph 5.1 to the Customer to the extent that they are incurred in connection with the Supplier providing Services under the Rate Card to the Customer.
- 5.3 The Day Rates in Annex 6 (Rate Card) to this Call Off Schedule shall apply to any chargeable changes which are to be carried out on a time and materials basis as expressly specified in this Call-Off Contract.
- 5.4 The Supplier shall only be entitled to charge the Day Rates applicable in Annex 6 to the level of skill and experience reasonably required to fulfil a particular task (whether or not the Supplier has to use more senior personnel or a higher skill grade).

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- 5.5 The Rate Card is based on 7.5 hours (whether or not such hours are worked consecutively and whether or not they are worked on the same day) but if the actual hours incurred is less or more than the amount will be pro rata. Work outside of Working Hours shall be by agreement in advance with the Customer and if agreed the Rates B in the table in Annex 6 (Rate Card) to this Call Off Schedule shall apply.
- 5.6 Any work carried out by a function or senior management grade which is not costed in Annex 6 (Rate Card) to this Call Off Schedule is not chargeable to the Customer unless the Customer specifically requests the Supplier to provide an individual of such a grade to support activities not related to the Services, in which case the day rates for such individuals shall be agreed by the Customer and the Supplier and calculated on the same basis as the other Day Rates in Annex 6 (Rate Card) to this Call Off Schedule.
- 5.7 If any change or activity is performed by a third party supplier or consultant, the Supplier shall only be entitled to charge the Customer the applicable Day Rates in Annex 6 (Rate Card) to this Call Off Schedule unless the Customer specifically requests to use a specific third party Supplier or consultant, in which case, provided the Customer provides its prior written consent, the Supplier shall be entitled to charge the third party Supplier's or consultant's reasonable charges on a pass-through basis as agreed between the Parties.
- 5.8 Unless otherwise agreed in advance with the Customer no charges shall be payable by the Customer in connection with the Supplier preparing and agreeing a Change Request or CCR under the Managing Agency CCRs Policy, as applicable, and any related Impact Assessments or Change Authorisation Notes and/or proposals in accordance with the Change Control Procedure.
- 5.9 Call Off Contract Charges payable for the implementation of chargeable changes shall be in accordance with the Rate Card set out in Annex 6 to this Call Off Schedule.

6 EXIT ASSISTANCE CHARGES

6.1 Unless otherwise stated in this Call-Off Contract:

- 6.1.1 Exit Assistance requested by the Customer shall be at no cost or charge to the Customer if it is expressly stated that this is the case elsewhere in this Call Off Contract or if it is within the scope of an activity already covered by the Call Off Contract Charges or is of general nature in accordance with Exit Assistance obligations of the Supplier under this Call Off Contract;
- 6.1.2 Exit Assistance requested by the Customer shall be at no cost or charge to the Customer if it relates to a reasonable level of support required by the Customer in relation to a procurement process for any replacement services and/or the replacement of this Call-Off Contract and

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6.1.3 Subject to Paragraphs 6.1.1 and 6.1.2 above and Paragraph 6.2 below, Exit Assistance set out in the Exit Plan shall be chargeable at the Day Rates set out in the Rate Card in Annex 6 to this Call Off Schedule. The preparation of the Exit Plan pursuant to Call Off Schedule 11 (Exit Management) shall be at the Supplier's cost.

6.2 For the avoidance of doubt, all Call Off Contract Charges for Exit Assistance shall be to the account of Supplier if such Exit Assistance relate to a termination by the Customer for the Default of the Supplier under this Call Off Contract.

7 RISK PAYMENTS AND DEPENDENCIES PAYMENTS

7.1 If a Risk listed in Annex 7 to this Call Off Schedule occurs during the Call Off Contract Period and the Customer requires the Supplier's assistance to address such Risk, the Parties shall meet and agree in good faith the cost of addressing such Risk and such cost shall be payable by the Customer to the Supplier provided the Supplier has taken the mitigation / solution steps identified against the relevant Risk in Annex 7 to this Call Off Schedule.

7.2 For the avoidance of doubt, the Supplier confirms that all other risks (other than the Risks set out in Annex 7 to this Call Off Schedule) that could or do arise during the Call Off Contract Period are included within and covered by the Call Off Contract Charges in this Call Off Schedule.

7.3 The Dependencies which are accepted by the Customer by the Call Off Commencement Date are set out in Annex 7 to this Call Off Schedule. The Customer acknowledges that the Call Off Contract Charges are based upon these Dependencies being fulfilled. For the avoidance of doubt, the Supplier shall not be able to rely on any other dependencies set out in this Call Off Contract unless such dependencies are set out in Annex 7 to this Call Off Schedule.

7.4 If a Dependency is not fulfilled, the Supplier shall as soon as it becomes aware of such failure, notify the Customer in writing accordingly and the Parties shall meet and agree in good faith the steps required to mitigate such failure and the cost of fulfilling such Dependency. Such cost shall be payable by the Customer provided the Supplier has taken all reasonable steps to mitigate the effects of the failure to fulfil any Dependency.

8 DELAY PAYMENTS

8.1 Delay Payments shall apply in accordance with Clause 5.4 of this Call Off Contract.

8.2 Without prejudice to the Customer's other rights and remedies under this Call Off Contract, Delay Payments shall apply at the rate of 5% of the Implementation Service Charges for each month of Delay, for a maximum of three months, where the Supplier fails to Achieve the last Milestone Date. For the purposes of this Paragraph 8.2 each month of Delay shall commence on the day following the last Milestone Date and each monthly anniversary

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thereafter. Delay Payments shall be payable in respect of any Delay of any period less than a month, calculated on a pro-rata basis per day.

9 CONTRACT EXTENSION

- 9.1 If the Customer extends the Call Off Initial Period or then-existing Call Off Contract Period in accordance with the Call Off Contract, the terms and conditions of the Call Off Contract shall continue to apply save that any changes to the Call Off Contract Charges relating to the relevant Call Off Extension Period shall be subject to the provision of Annex 2 below and the agreement of the Parties and documented in accordance with Call Off Schedule 5 (Change Control Procedure).

10 BASE CASE FINANCIAL MODEL

- 10.1 The pro-forma Base Case Financial Model is set out in Annex 8 to this Call Off Schedule.
- 10.2 The contents of Annex 8 to this Call Off Schedule shall be for information purposes only and shall not be binding. Such Annex shall not take precedence over any of the other parts of this Call Off Schedule.

11 SUPPORTING DOCUMENTATION

- 11.1 The address to which all invoices and supporting documentation shall be sent is as follows:

Addresses for invoices

All written correspondence relating to invoices shall be submitted to:

DTS ICT Financial Team
Crown Prosecution Service
Rose Court
2 Southwark Bridge
London SE1 9HS

Email: ICT.Invoices@cps.gov.uk

12 SUBMISSION OF INVOICES

- 12.1 The Supplier shall be entitled to raise an invoice in respect of any payment which falls payable to the Supplier by the Customer pursuant to this Call-Off Contract.
- 12.2 The Customer shall issue the Supplier with a purchase order electronically (including by email) or via the Customer's Purchase to Pay system (once available). The Supplier shall have the ability to submit electronic invoices (including by email) to the Customer, and shall do so in respect of such elements of the Services as specified by the Customer. Without prejudice to the foregoing, the Supplier hereby acknowledges and agrees that the Customer may require the submission of invoices and credit notes via its Purchase to Pay system raised in connection with this Call Off Contract as the Customer may

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reasonably require subject always to the constraints of the Supplier's billing systems. All invoices shall be submitted monthly in arrears.

All written correspondence relating to invoices shall be submitted to:-

DTS ICT Financial Team
Crown Prosecution Service
Rose Court
2 Southwark Bridge
London SE1 9HS

Email: ICT.Invoices@cps.gov.uk

- 12.3 Invoices for Milestone Payments shall be raised by the Supplier on receipt of a Satisfaction Certificate from the Customer in accordance with Annex 3 of Call off Schedule 7 (Testing).

13 INVOICING PROCEDURE

- 13.1 The Supplier shall ensure that each invoice contains the information set out in this Paragraph 13.

- 13.2 The Supplier shall ensure that unless otherwise provided each invoice contains the following information:

13.2.1 the date of the invoice;

13.2.2 a unique invoice number;

13.2.3 the Service Period or other period(s) to which the relevant Call Off Contract Charge(s) relate;

13.2.4 the reference number for this Call Off Contract;

13.2.5 the reference number of the purchase order to which it relates (if any);

13.2.6 the dates between which the Services subject of each of the Call Off Contract Charges detailed on the invoice were performed;

13.2.7 any payments due in respect of Achievement of a Milestone;

13.2.8 the total Call Off Contract Charges gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to the Customer under the terms of this Call Off Contract and, separately, any VAT or other sales tax payable in respect of the same;

13.2.9 details of any agreed Service Credits or Delay Payments or similar deductions that shall apply to the Call Off Contract Charges detailed on the invoice;

13.2.10 any other adjustment agreed between the Parties as applying to the relevant Service Period; the Supplier shall automatically credit the Customer with any other adjustment in the next invoice then due to be issued under this Call Off Contract;

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- 13.2.11 reference to any reports required by the Customer in respect of the Services to which the Call Off Contract Charges detailed on the invoice relate (or in the case of reports issued by the Supplier for validation by the Customer, then to any such reports as are validated by the Customer in respect of the Services); such reports shall not be included within the invoice and supporting documentation as required by the Customer will be provided by separate cover;
- 13.2.12 a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries (which may be provided separately from the invoice with the Customer's Approval) provided always that such queries have first been raised via the Supplier's self-service billing portal and that the ticket reference from the Supplier's self-service billing portal is provided; and
- 13.2.13 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).

14 INVOICE PAYMENT AND DISPUTES

- 14.1 Unless otherwise stated in this Call-Off Contract, payment will be made by the Customer within thirty (30) calendar days of receipt of a valid and correct invoice and in accordance with the provisions of this Call Off Schedule.
- 14.2 The Customer may dispute, in good faith, any amount specified in an invoice. In these circumstances:
 - 14.2.1 The Customer shall within fifteen (15) calendar days of receipt by it of the disputed invoice notify the Supplier of the reasons for disputing the disputed amount; and
 - 14.2.2 The Supplier shall promptly issue a credit note in respect of the disputed amount and if the credit note correctly refers to the disputed sum and is received on or before the fifth Working Day before the end of the calendar month the Customer shall pay the amount set out in the invoice less the amount set out in the credit note on or before the last Working Day of the calendar month. Otherwise, the Customer shall pay the undisputed amount as soon as reasonably possible on or before the fifth Working Day following receipt of the credit note.
- 14.3 The Customer and the Supplier shall use all reasonable endeavours to resolve any dispute over invoices within fifteen (15) calendar days of the dispute being raised in accordance with the procedures set out in Call Off Schedule 4 (Dispute Resolution Procedure), after which period either Party may refer the matter for resolution in accordance with Call Off Schedule 4 (Dispute Resolution Procedure). Where a Dispute in relation to a disputed invoice is subsequently resolved:
 - 14.3.1 the Supplier shall within fifteen (15) calendar days submit a new invoice for the corrected amount which the Customer shall pay as soon as reasonably possible, if received on or before the fifth

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Working Day before the end of the month in which the disputed invoice was originally issued, or

- 14.3.2 in the event that the original invoice is resolved to have been correct, for the purposes of Paragraph 14.1, the date of receipt of the invoice shall be taken to be the date on which the dispute is agreed by the Parties to have been resolved, and
- 14.3.3 the thirty (30) calendar day period referred to in Paragraph 14.1 shall be replaced with a fifteen (15) day period provided that the resulting date by which payments is to be made is not earlier than thirty (30) calendar days after receipt of the original invoice.

15 FINANCE REPORTS

- 15.1 Within twenty (20) Working Days of the Call Off Commencement Date, the Supplier shall provide the Customer with an outline of the Finance Report template and details of how the process in respect of the financial monitoring and reporting will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 15.2 Such Finance Report shall contain, as a minimum, the following information in respect of the relevant month (during the Implementation Period) or Service Period just ended:
 - 15.2.1 Invoice Schedule: issued and outstanding;
 - 15.2.2 Actual numbers against the base lines under Paragraph 3 of this Call Off Schedule;
 - 15.2.3 Trend Analysis;
 - 15.2.4 The Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate;
 - 15.2.5 Availability; (this is a copy of information contained in the Service Report);
 - 15.2.6 Change Requests for management awareness;
 - 15.2.7 Commercial risks register;
 - 15.2.8 Commercial issues log; and
 - 15.2.9 Such other details as the Customer may reasonably require from time to time.
- 15.3 The Finance Report shall be provided in accordance with the timeline set out in Service Level 15 of Annex 1 to Part A of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring).

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ANNEX 1
IMPLEMENTATION SERVICE CHARGES

Implementation Service Charges

The Implementation Service Charges are made up of 3 Milestones with an additional Milestone included for Milestone Payment 10% retention release.

The Implementation will be concluded over a period of five (5) calendar months from the Call Off Contract Commencement Date.

The Supplier costs set out in Table 1 reflect all costs to be incurred in delivering the Implementation Services.

The Implementation Charges reflect the Customer's Requirements set out in Call Off Schedule 14 (Services).

Table 1 – Service Implementation

<u>Milestone No</u>	<u>Milestone Title & Satisfaction Reference</u>	<u>Milestone Date</u>	<u>Total Milestone Payment 100%</u>	<u>Milestone 90% Payment on the Satisfaction Certificate being issued</u>	<u>Milestone Retention Payment to be released 3 months after the Achievement of Final OSCD 10%</u>
M-2	Security Management Plan	Call Off Commencement Date + 40 Working Days	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.		
M-3	Following Deliverables are submitted to the Customer and the applicable Satisfaction Certificate has been issued: 1. Service Readiness Review	Call Off Commencement Date + 40 Working Days			

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	Criteria 2. Baseline SMRD 3. Baseline SOM 4. Tools Design Document		
M-5	<p>Following Deliverables are Approved by the Customer and the applicable Satisfaction Certificate has been issued:</p> <p>1. Operational Service Commencement Date 2. Final SMRD 3. Final SOM</p>	Call Off Commencement Date + 60 Working Days	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.
	Milestone Retention Release Payment: up to 90 days from Final Operational Service Commencement Date	up to 90 days from Final Operational Service Commencement Date	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.
		TOTAL	

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ANNEX 2 FIXED SERVICE CHARGES

FIXED SERVICE CHARGES

The Fixed Service Charges applicable from the Achievement of the Final OSCD shall be in accordance with Paragraph 3.1.1.1 above of this Call Off Schedule.

The total Fixed Service Charges from the date that the Final Operational Service Commencement Date is Achieved for the remainder of the Call Off Initial Period are as follows, which comprise of the charges set out in this Annex 2 below:

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.

Note: Year above shall mean each 12 Month period from the date that the Final Operational Service Commencement Date is Achieved and each anniversary thereafter during the Call Off Initial Period.

The table below describes the make up of the Fixed Service Charges as described above:

Service	Service Description	Approximate order of magnitude allocation
Service Management	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.	
EUC Support		
Security and Compliance		
Innovation and Tools		

FIXED SERVICE CHARGES FOR CALL OFF EXTENSION PERIOD

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.

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**ANNEX 3
COMMODITY UNIT CHARGES**

NOT USED

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**ANNEX 4
THIRD PARTY CHARGES**

The Parties agree that at the Call Off Commencement Date the Third Party Charges are included within the other Charges set out in this Call Off Schedule, including in relation to the Third Party Contracts set out in Call Off Schedule 9 (Software and Assets). Any new Third Party Charges not so included shall be subject to agreement via the Change Control Procedure.

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**ANNEX 5
CATALOGUE CHARGES**

The CPS claims an exemption from publishing this information under Section 43(1) of the
FOI Act 2000.

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**ANNEX 6
RATE CARD**

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.

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**ANNEX 7
RISKS / DEPENDENCIES**

The CPS claims an exemption from publishing this information under Section 43(1) of the
FOI Act 2000.

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ANNEX 8
PRO FORMA BASE CASE FINANCIAL MODEL

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.