

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

**Attachment 2.1 – Services Description**

## **DEFINITIONS**

* 1. In this Attachment 2.1, the following definitions shall apply:

|  |  |  |
| --- | --- | --- |
| **Expression or Acronym**  | **Definition**  |  |
| BMfS  | Business Modernisation for Support. Title of programme that is the subject of this SOR.  |  |
| BWIMS+  | Base & Warehouse Inventory Management System  |  |
| COTS  | Commercial off the Shelf  |  |
| CDLS  | Chief Defence Logistics & Support the 3\* Head of the Defence Support Organisation.  |  |
| CIO  | The Defence Support Chief Information Office (CIO) and Enterprise Architecture Practice (EAP) provides services that define, cohere, and govern the adaptable Architectures which underpin and enable an efficient and effective Defence Support Network.  |  |
| CPR  | Capability Performance Review. Held Monthly as part of BMfS programme governance.  |  |
| CP&F | Contract Purchasing & FinanceAuthority side invoicing software |  |
| CyDR  | Cyber Defence and Risk  |  |
| CUP  | Common User Platform. The CUP will provide the single access point for users to all DSN Information Services  |  |
| DAPSS  | Defence Air Passenger Services System  |  |
| DD  | Defence Digital  |  |
| DDAT  | Data Delivery and Technology  |  |
| DDP  | Digital Delivery Partner.  Supplier (s) who will provide the platform services of BMfS  |  |
| DEAAMS  | Defence Engineering Equipment Asset Management System  |  |
| DE&S  | Defence Equipment & Support Submarine Delivery Agency  |  |
| DFMS  | Defence Freight Movements Service  |  |
| DLOD  | Defence Lines of Development.  |  |
| DSDA  | Defence Support Design Authority. Authority whose aim is to maintain design integrity, assure E2E business processes and inform investment prioritisation within Defence Support Function scope.     |  |
| DSN  | Defence Support Network.  The DSN is the Support framework from which the UK Armed Forces are deployed, sustained and recovered.  It is a network of interdependent nodes (e.g., warehouses, fuel facilities and repair facilities) in the UK and overseas and the connectors linking them (e.g., supply vehicles, aircraft, ships, rail connections and Log IS/data) involving the MOD, industry and allies.  The DSN operates in two distinct environments:  The Strategic Base which covers those functions that underpin the generation, preparation, projection, sustainment, maintenance, operation, rehabilitation, recovery and redeployment of military capabilities. Operational Areas where Support to operations is delivered.  In this environment the definition of Support can be expanded to cover the specific requirements of operations or training exercises.  |  |
| D2SP  | Digital Delivery Support Partner. Supplier who is being contracted to support BMfS Programme Team to deliver BMfS Stage 2.  |  |
| ETLS  | Engineering Through Life Support.  |  |
| EWSS  | Enterprise-Wide Support Service i.e. Movements Management or Inventory Management  |  |
| EXOSTAR  | Supplier side invoice software |  |
| FBC  | Full Business Case.   |  |
| FLC  | Frontline Command  |  |
| EAP  | Enterprise Architecture Practice.  Centre for ensuring enterprise architecture standards, policies and assurance.  |  |
| GDS  | Government Digital Services  |  |
| GFA  | Government Furnished Assets – Any MOD asset such as equipment, information or resources issued or made available to the contractor.  |  |
| Hosting  | The Hosting service will provide the data centres and hosting service necessary to support the deployment of the future CUP, ODS, exploitation services and Platform services.  |  |
| IATO  | Interim Authority to Operate  |  |
| ICOR  | Indicative call-off requirement  |  |
| IKM  | Information & Knowledge Management  |  |
| IM  | Inventory Management  |  |
| IOC  | Initial Operating Capability.  |  |
| ITN  | Invitation to Negotiate  |  |
| LogFAS  | Logistics Functional Area Services  |  |
| MM  | Movements Management  |  |
| MPRR  | Monthly Progress Review Report  |  |
| OBC  | Outline Business Case.  |  |
| ODS  | Operational Data Services (ODS).The ODS will provide access to assured data that supports both the future platform and enables better exploitation of the legacy application/services in the interim.  |  |
| PMO  | Programme Management Office  |  |
| PQQ  | Pre-qualifying Questions  |  |
| SIA  | Solution Integration Authority  |  |
| SIAM  | System Integration and Management. In this context the Supplier who will provide this management service.  |  |
| SOR  | Statement of Requirement.  |  |
| SQEP  | Suitably Qualified and Experienced Personnel.  |  |
| SRO  | Senior Responsible Officer. Officer held accountable for the performance and delivery of the programme as per the Mandate issued for the Programme.  |  |
| TAF  | Task Authorisation Form  |  |
| TLB  | Top Level Budget  |  |

## **INTRODUCTION**

* 1. The intent is to procure a Digital Delivery Support Partner (D2SP) to work in partnership with the MOD Business Modernisation for Support (BMfS) Programme Team to deliver Phase 2 of the BMfS Programme for a total of 36 Months.
	2. This Attachment 2.1 sets out the intended scope of the Services to be provided by the Supplier and to provide a description of what each Service entails.

## **SERVICES DESCRIPTION**

**Implementation Services –**

1. **Programme Support & Transformation Advice**.  Provide client-side transformation advice to support the Programme team and associated stakeholders (Defence Support CIO, Defence Digital and DES Digital) to deliver Phase 2. Advice to Defence Support function and the BMfS Programme Director and leadership team on transformation approaches, innovative approval and commercial approaches, and digital technologies based on knowledge of industry best practice and previous experience of delivery.
2. **Digital Technology Planning, Analysis and Coherence Capability.** Support the various BMfS workstreams with programme-wide guidance, coherence, assurance, and confidence in technology solutions.
3. **Defence Support Business Change**. Support the Programme in achieving Change Management (mainly cultural and behavioural changes) including support to Support Transformation Portfolio, end-to-end process development, Benefits Identification & Realisation planning, support Capability Integration planning and selected DLOD Owners.
4. **Support Delivery & Exploit Projects**. Provide subject matter expertise and support the delivery of projects stood up by each EWSS within BMfS. Ensure that projects meet their respective timelines whilst identifying exploit opportunities and assist in gaining approval and deliver opportunities to deliver early benefits.
5. **Item Visibility.** An Item Visibility as a Service capability for Defence is early in its technical lifecycle and will cut across all capabilities delivered within the BMfS Programme. BMfS Item Visibility seeks to improve Defence’s ability to view the current location of specific items moving through the joint supply chain (Movements), gain better visibility of certain items at rest (Inventory and Warehousing) and items in use (Engineering Through-Life Support). The successful delivery of an Item Visibility as a Service capability will contribute to improving Decision Support. The D2SP will conduct a pan-DLOD capability investigation. The outcomes of that investigation will be used by the D2SP to produce a Concept of Employment (CONEMP) document and Executable Implementation Plan, which will ensure a coherent Item Visibility alignment across the BMfS EWSS and Enablers.
6. **EWSS: Movements Management.** Movements Management is a pan-Defence capability that will enable users to request, plan, task, control, execute and track the movements of personnel, materiel and equipment on multiple journeys using various modes of transport. The D2SP contract will support the BMfS Programme in sustaining and modernising the Live Services which form the Movements Management Capability. Furthermore, the D2SP will be critical in supporting the successful delivery of Movements Management transformation, across People, Process and Technology and across all Defence Lines of Development (DLOD)
7. **EWSS: Inventory Management** Support BMfS to achieve a transformed inventory management approach across the MOD, through the provision of subject matter expertise, stakeholder engagement and the creation of artefacts required to achieve approval to move through procurement and project stage gates for Concept, Assessment, Delivery, and hand over to live operations.
8. **EWSS: Engineering Through Life Support.** To act as a Technical Delivery Partner for the ETLS capability enabling and supporting the MOD to deliver a transformed ETLS capability that will contribute towards realising wider Support Advantage and associated strategic benefits. The D2SP should provide appropriate subject matter expertise and advice on key areas such as solution architecture, technical integration, transition planning, Requirements/Process business analysis, Data management, FBC approvals, Product ownership and Business Change, Communications and Stakeholder engagement.
9. **EWSS: ICT Partners & Enablers.** Defence requires a Technical Partner able to support and guide Defence throughout its transformation journey. The Digital Delivery Support Partner should play an active role in steering Defence to make the right decisions with strategies, technical architectures and specific procurements whilst playing a guiding role in the assurance of proposed Enabling Agent delivery plans. The D2SP should provide technical advice back into the Programme, Enabling Agents and other Partners whilst highlighting what decisions need to be taken, the potential arc of options and the consequences of each course of action ensuring Defence is cognisant of the opportunity cost associated with any choice. The D2SP should also advise the Programme on how best to engage with the market, whilst horizon scanning and ensuring the Programme Team are sighted on any changes to the commercial landscape.
10. **EWSS: Live Services** Defence requires a Technical Partner to support and guide its roadmap to retire and/or transfer its legacy system portfolio, including support to systems included within the Bridging the Gap (BtG) contract. This will align and supplement the delivery roadmaps of the BMfS EWSS capabilities. The D2SP will assist in the identification of commercial and technical pathways for all legacy systems, identifying and supporting the delivery of maintenance plans to ensure they continue to operate until new capabilities are sufficiently matured. Alongside this, the D2SP will REDACTED TEXT under FOIA Section 43 Commercial Interests assisting the authority with negotiating with Defence stakeholders.
* **Operational Services –** Not Applicable
* **Interface Requirements –** Not Applicable
* **Security Requirements**

BPSS Clearance for the main team will be acceptable. SC clearance will be required for those personnel accessing Official Sensitive material. All information related to the programme shall be managed in line with the attached Security Aspects Letter.

The Contractor shall provide evidence of BPSS/ SC Clearance for their personnel working under this Contract, including the clearance number and expiry date, prior to commencing any work with the programme. No exceptions will apply.

The contractor will adhere to, as a baseline but not limited to, the governance and conditions outlined within the following DEFCONs; which are also included in the accompanying order form for this contract:

DEFCON 658 - Cyber

1. The Cyber Risk Profile for this requirement is ‘High’ (as set out by the Defence Cyber Protection Partnership (DCPP).
2. In addition, as the Cyber Risk Profile for this Risk Assessment is ‘High’, Tenderers will need to complete a Risk Assessment for each subcontracted element of this work.
3. Tenderers are to complete a Supplier Assurance Questionnaire (SAQ) in relation to the risk assessment (reference RAR-117846455).

DEFCON 659A – Security Measures

DEFCON 660 – Official Sensitive Security Requirements

* **Other Buyer Requirements** N/A
* **Optional Services** N/A

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

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

## **Key Performance Indicators**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **No.** | **Key Performance Indicator Title** | **Definition** | **Frequency of Measurement** | **Severity Levels** | **Service Points** | **Publishable Performance Information** |
| **KPI1** | **MPRR**  | The contractor shall submit a MPRR to be received by the Authority’s Programme Lead(s) and Commercial Officer no later than 5th business day of the month and in Office 365 format.The MPRR must be accepted to the satisfaction of the Authority for this to be considered met. | Monthly | Target Performance Level: **Good** - Submitted on time**Minor KPI Failure:**Approaching Target - Submitted 1-2 days late**Serious KPI Failure:** Requires Improvement - Submitted 3 days late**Severe KPI Failure:**Inadequate - Submitted greater than 3 days late.KPI Service Threshold: N/A | **0****1****2**3N/A | NO |
| **KPI2** | **Capability Performance Review (CPR) Agenda** | The contractor shall submit a written agenda to the Authority’s PMO a minimum of 5 business days prior to the monthly Capability Performance Review (CPR).The Contractor is expected to ensure sufficient SQEP attendance to each CPR as agreed during Contract Initiation Meeting. | Monthly | Target Performance Level: **Good** - a minimum of 5 days prior to the CPR and representation is provided to each CPR.**Minor KPI Failure**: Approaching Target - Provided 3-4 business days prior to the CPR.**AND/OR** Sufficient representation is not provided to a single CPR.**Serious KPI Failure**: Requires Improvement -Provided less than 3 business days prior to the CPR.**AND/OR** Sufficient representation is not provided to one to two consecutive CPR.**Severe KPI Failure**: Inadequate - Agenda is not provided ahead of the CPR**AND/OR** Sufficient representation is not provided to three or more consecutive CPR.KPI Service Threshold: N/A | **0****1****2****3**N/A | YES |
| **KPI3** | **Learning From Experience (LFE) Report** | The Contractor shall submit a Learning From Experience (LFE) Report to the Authority’s PMO a minimum of 5 business days prior to the next scheduled Capability Performance Review (CPR) each quarter following on from the Contract Initiation Meeting. | Quarterly | Target Performance Level: **Good** - Provided a minimum of 5 business days prior to the CPR.**Minor KPI Failure**: Approaching target - Provided 3-4 business days prior to the CPR.**Serious KPI Failure**: Requires Improvement - Provided less than 3 business days prior to the CPR**Severe KPI Failure**: Inadequate - LFE Report is not provided ahead of the CPRKPI Service Threshold: N/A | **0****1****2****3**N/A | NO |
| **KPI4** | **Social Value Report** | The Contractor shall submit a Social Value Report to the Authority’s PMO a minimum of 5 business days prior to the next scheduled Capability Performance Review (CPR) following the annual contract anniversary. | Annually | Target Performance Level: **Good** - Provided a minimum of 5 business days prior to the CPRMinor KPI Failure: Approaching Target - Provided 3-4 business days prior to the CPRSerious KPI Failure: Requires Improvement - Provided less than 3 business days prior to the CPRSevere KPI Failure: Inadequate - Social Value Report is not provided ahead of the CPRKPI Service Threshold: N/A | **0****1****2****3**N/A | YES |
| **KPI5** | **Initial TAF Triage** | The Contractor shall conduct initial triage of TAF Part 1 and submit TAF Part 2 within 10 days of receipt.(Triage meaning the evaluation/assessment and or analysis of the additional scope of requirements that will form the basis of the TAF) | For every new TAF generated | Target Performance Level: **Good** - Submitted on time (within 10 days)**Minor KPI Failure**: Approaching target - Submitted up to 3 days late **Serious KPI Failure**: Requires improvement - Submitted between 3 and 5 days late**Severe KPI Failure**: Inadequate - Submitted greater than 5 days lateKPI Service Threshold: N/A | **0****1****2****3**N/A | NO |
| **KPI6** | **Key Personnel Availability** | The Contractor is expected to ensure that the individuals assigned as Key Personnel identified in the Attachment 4c Call-Off Order Form Attachment Schedule 9.2 and formally agreed at the Contract Initiation Meeting will meet their availability outlined with Attachment 5 - Annex C – Payment Schedule. | Monthly | Target Performance Level:**Good** – 100% | **0** | Yes |
|  |  |  |  | **Minor KPI Failure**: 80% to 99% of total time assigned against each WP in line with Attachment 5 – Annex C – Payment Schedule.**Serious KPI Failure**: 60% to 79% of total time assigned against each WP in line with Attachment 5 – Annex C – Payment Schedule.**Severe KPI Failure**: 50% or below of total time assigned against each WP in line with Attachment 5 – Annex C – Payment Schedule.KPI Service Threshold: N/A | **1****2****3**N/A |  |
| **KPI7** | **Work Packages Delivery** | he CoThe Contractor shall ensure that all Work Packages (WP) are delivered in line with delivery dates agreed during the Contract Initiation Meeting.Percentage delivery = number of activities completed on time against total expected activities completed during time period as outline in Attachment 5 – Annex C – Payment Schedule. | Monthly | **Good** – 100% of all expected deadline and or deliverables were achieved within the time period.**Minor KPI Failure**: 80% to 99% of expected deadlines and or deliverables were achieved within the time period.**Serious KPI Failure**: 60% to 79% of expected deadlines and or deliverables were achieved within the time period.**Severe KPI Failure**: 59% or below of expected deadlines and or deliverables were achieved within the time period.KPI Service Threshold: N/A | **0****1****2****3**N/A | YES |
| **No.** | **Subsidiary Performance Indicator Title** | **Definition** | **Frequency of Measurement** | **Severity Levels** | **Publishable Performance Information** |
| N/A | N/A | N/A | N/A | N/A | N/A |

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

## **Key Performance Indicators**

| **No.** | **Key Performance Indicator Title** | **Definition** | **Frequency of Measurement** | **Severity Levels** | **Service Points** | **Publishable Performance Information** |
| --- | --- | --- | --- | --- | --- | --- |
| KPI1 | N/A  | N/A |  | Target Performance Level:  | 0 |  |
| Minor KPI Failure:  | [1] |
| Serious KPI Failure:  | [2] |
| Severe KPI Failure:  | [3] |
| Service Threshold:  | [4] |

## **Subsidiary Performance Indicators**

| **No.** | **Subsidiary Performance Indicator Title** | **Definition** | **Frequency of Measurement** | **Severity Levels** | **Publishable Performance Information** |
| --- | --- | --- | --- | --- | --- |
| PI1 | N/A  | N/A |  | Target Performance Level:  |  |
| Service Threshold:  |

**Attachment 2.3 – Environmental Requirements**

**TABLE A – Prohibited Items**

|  |  |
| --- | --- |
| **The following consumer single use plastics are Prohibited Items:** | **Catering*** Single use sachets e.g., coffee pods, sauce sachets, milk sachets
* Take away cutlery
* Take away boxes and plates
* Cups made wholly or partially of plastic
* Straws
* Stirrers
* Water bottles
 |
| **Facilities*** Single use containers e.g., hand soap, cleaning products
* Wipes containing plastic
 |
| **Office Supplies*** Plastic envelopes
* Plastic wrapping for brochures
* Paper or card which is bleached with chlorine
 |
| **Packaging** * Single use plastic packaging from deliveries where avoidable e.g., shrink wrapped packaging from office supplier or facilities products.
* Single use carrier bags
 |
| **Buyer specific Prohibitions** | The contractor is expected to adhere to the guidance and requirements for sustainability outlined within the following:[MOD Climate Change and Sustainability Strategic Approach](https://gbr01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fassets.publishing.service.gov.uk%2Fgovernment%2Fuploads%2Fsystem%2Fuploads%2Fattachment_data%2Ffile%2F973707%2F20210326_Climate_Change_Sust_Strategy_v1.pdf&data=05%7C01%7CIan.White108%40mod.gov.uk%7Caa026cd4b17349ef4e8d08db05c58a4f%7Cbe7760ed5953484bae95d0a16dfa09e5%7C0%7C0%7C638110118201621824%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=mRprfOpRVLqsCyLgle%2FECjSIHbFfz%2FEW0HEaa%2F9h6a4%3D&reserved=0)-[Sustainable Digital Technology and Services Strategic Approach 2021-25](https://gbr01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fassets.publishing.service.gov.uk%2Fgovernment%2Fuploads%2Fsystem%2Fuploads%2Fattachment_data%2Ffile%2F996095%2F20210616-Sustainable_Digital_Technology_and_Services-FINAL.pdf&data=05%7C01%7CIan.White108%40mod.gov.uk%7Caa026cd4b17349ef4e8d08db05c58a4f%7Cbe7760ed5953484bae95d0a16dfa09e5%7C0%7C0%7C638110118201621824%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=BNpG2zQmgFUZA5HiUf5lb1HalnTWoF14u4pDCzufbbE%3D&reserved=0)[Technology Code of Practice](https://gbr01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gov.uk%2Fguidance%2Fthe-technology-code-of-practice&data=05%7C01%7CIan.White108%40mod.gov.uk%7Caa026cd4b17349ef4e8d08db05c58a4f%7Cbe7760ed5953484bae95d0a16dfa09e5%7C0%7C0%7C638110118201621824%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=HczFXusMMXbgoh23dEDRwgKjBUVqDXfE44wRFt%2F2Xv8%3D&reserved=0) |
| **Project specific Prohibitions** | *N/A* |

**TABLE B– Permitted Items**

|  |  |
| --- | --- |
| **Buyer Permitted Items**  | *N/A* |
| **Project Specific Permitted Items** | *N/A* |

**TABLE C – Sustainability Reports**

|  |  |  |
| --- | --- | --- |
| **Report Name** | **Content of Report** | **Frequency of Report** |
| **Sustainability Management Report** | * 1. the key sustainability impacts identified;
	2. sustainability improvements made;
	3. actions underway or planned to reduce sustainability impacts;
	4. contributions made to the Buyer’s sustainability policies and objectives;
	5. 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 persued, indicating arrangements for engagement and achievements. This can also include where positive sustainability impacts have been delivered; and
	6. 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.
	7. 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 https://www.gov.uk/guidance/measuring-and-reporting-environmental-impacts-guidance-for-businesses
 | On the anniversary of the Effective Date  |
| **Social Value Report** | **As per Social Value Timed Action Plan and Process on Tackling Economic Inequality:****Commitment 1)** Skills development and training.**Commitment 2)** MOD and Team Vantage Knowledge Transfer Sessions. We will provide 50 knowledge transfer sessions per year for BMfS, Team Vantage and wider MOD staff.**Commitment 3)** D2SP Mentoring Programme. We will provide tailored support for employees through a Mentoring Programme for BMfS, Team Vantage and wider MOD staff.**Commitment 4)** Apprentices. We will provide 5 apprentices (L6 Digital and Solutions Professional) whose responsibilities will include assisting the D2SP SV Delivery Lead by Team Vantage’s response to Q7.1 Social Value - Tackling Economic Inequality Confidential between Team Vantage and MOD, © SecureCloud+ 2 of 2 organising training, managing team communications, community outreach, and monitoring/reporting on performance.**Commitment 5).** In year 1 we will recruit 2 new FTEs under this contract in Supply Chain and Engineering, increasing to a minimum of 5 FTEs over the contract lifetime.**As per Social Value Timed Action Plan and Process on Equal Opportunity:****Commitment 1)** Diversity and Inclusion Workshops. During mobilisation, all employees will be given training to increase their understanding of equality issues. We will hold two Diversity and Inclusion Workshops per year for Team Vantage and MOD employees.**Commitment 2)** Promoting inclusive practices. We will sign a charter to implement inclusive practices aligned to the Good Work Plan’s Quality of Work principles to support employees regardless of characteristics and background.**Commitment 3)** Monitoring workforce diversity at every level. Throughout D2SP, we will share up-to-date diversity data including gender, race and ethnicity representation.**Commitment 4)** D2SP Career Guidance Programme. We will establish a career guidance programme for the D2SP workforce to encourage conversations about progression routes, promotion processes, skills transfer and development.**Commitment 5)** Pay transparency. We will undergo annual equal pay audits, sharing data with MOD, including our gender and ethnicity pay gap, and run annual employee performance reviews to address any barriers and ensure transparency of promotion, pay and reward processes. | Monthly, Quarterly or Annually delivered during the CPR. |

**Attachment 2.4 – Information Management System**

**This Attachment is Not Used and not applicable in its entirety.**

**Supplier to Refer to Attachment 3b– Annex B - BMfS Security Management Plan-D2SP-RM6100**

**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:

| **Document** | **Location (Paragraph)** |
| --- | --- |
| Approvals Management | Attachment 3 – Annex A – Statement of Requirements Para 5.6 |
| Risk, Assumptions, Issue, Dependency and Opportunity Management | Attachment 3 – Annex A – Statement of Requirements Para 5.6 |
| Project Scheduling, Baseline and Milestone Control | Attachment 3 – Annex A – Statement of Requirements Para 5.6 |
| Contractor-Authority communications & Stakeholder Coherence | Attachment 3 – Annex A – Statement of Requirements Para 5.6 |
| Change Management | Attachment 3 – Annex A – Statement of Requirements Para 5.6 |
| Contract Management | Attachment 3 – Annex A – Statement of Requirements Para 6 |
| Performance Management | Attachment 3 – Annex A – Statement of Requirements Para 6.2 |
| Information Knowledge Management | Attachment 3 – Annex A – Statement of Requirements Para 5.7 |

**Attachment 4.1 – Supplier Solution**

This section is not applicable, please refer to Attachment 3 – Annex A - Statement of Requirements and the terms and conditions of this contract.

**Attachment 4.2 – Commercially Sensitive Information**

Commercially Sensitive Information

| **No.** | **Date** | **Item(s)** | **Duration of Confidentiality** |
| --- | --- | --- | --- |
|  |  | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |  |
|  |  | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |  |
|  |  | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |  |
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**Attachment 4.3 – Notified Key Sub-Contractors**

To be completed by SecureCloud+

## 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.

## 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.

| PA Consulting Services Ltd | **REDACTED TEXT under FOIA Section 40, Personal Information** | Driving Deliverables | **REDACTED TEXT under FOIA Section 40, Personal Information** | Driving Deliverables | 5A1 |
| --- | --- | --- | --- | --- | --- |
| Accenture (UK) Ltd | **REDACTED TEXT under FOIA Section 40, Personal Information** | Driving Deliverables | **REDACTED TEXT under FOIA Section 40, Personal Information** | Driving Deliverables | 5A1 |
|  |  |  |  |  |  |
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**Attachment 4.4 – Third Party Contracts**

## The contracts listed in the table below constitute Third Party Contracts entered into exclusively for the purposes of delivering the Services.

## The Supplier shall be entitled to update this Attachment in accordance with Clause 15.5 (Appointment of Sub-contractors).

| **Third party supplier name and address (if not the same as the registered office)** | **Registered office and company number** | **Related product/service description** |
| --- | --- | --- |
| Harmonic Ltd | **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Squarcle Consulting Ltd | **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 40, Personal Information** |
|  |  |  |
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|  |  |  |
|  |  |  |

**Attachment 5 – Software**

**This Attachment is Not Used and Not Applicable in its entirety.**

### The Software below is licensed to the Buyer in accordance with Clauses 16 (*Intellectual Property Rights*) and 17 (*Licences Granted by the Supplier*).

The Parties agree that they will update this Attachment periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

## **SUPPLIER SOFTWARE**

The Supplier Software includes the following items:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Software** | **Supplier (if an Affiliate of the Supplier)** | **Purpose** | **Number of Licences** | **Restrictions** | **Number of Copies** | **Type (COTS or Non‑COTS)** | **Term/****Expiry** |
| N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
|  |  |  |  |  |  |  |  |

## **THIRD PARTY SOFTWARE**

The Third-Party Software shall include the following items:

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

**Attachment 6.1 – Outline Implementation Plan**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Milestone** | **Deliverables****(*bulleted list showing all Deliverables (and associated tasks) required for each Milestone*)** | **Duration****(*Working*** ***Days*)** | **Milestone** **Date** | **Buyer Responsibilities****(*if applicable*)** | **Link to ATP/CPP** |
| Concept Design | 17.2 Advice & Programme Support (APS)17.5 Defence Support CIO (CIO) 17.7 Item Visibility 18.3 Pan-EWSS (CORE) 18.6 Inventory Management (IM)18.7 Live Services (LS) | Delivery dates to be agreed at Contract Initiation Meeting in accordance with individual project schedules | As per Duration |  |  |
| Full Development | 17.2 Advice & Programme Support (APS)17.5 Defence Support CIO (CIO)17.3 Business Change Management (BCM)17.4 Benefits Realisation (BEN)17.6 Digital Technology Planning, Analysis and Coherence Capability (DPAC)17.7 Item Visibility (IV)18.3 Pan-EWSS (CORE)18.4 Engineering Through Life Support (ETLS) 18.5 ICT Partners & Enablers (IPE) 18.6 Inventory Management (IM)18.7 Live Services (LS)18.8 Movements Management (MM) | Delivery dates to be agreed at Contract Initiation Meeting in accordance with individual project schedules | As per Duration |  |  |
| System User Testing | System Test ReportRisk and Issues Management PlanProject Schedule Service Management PlanDefects LogFinal Inspection and Testing Report | N/A to this Contract | N/A | N/A | N/A |
| User Readiness for Service | Training PlanRisk and Issues LogImplementation PlanOperations PlanData Conversion & Cutover PlanProject ScheduleService Management Plan | N/A to this Contract | N/A | N/A | N/A |
| Implementation | Implementation PlanTraining Scripts | N/A to this Contract | N/A | N/A | N/A |

**Attachment 6.2 – Test Success Criteria**

**Not Used – Not Applicable**

1. **Tests to be Achieved in order to Achieve the ATP Milestone**

| **Test** | **Pre-conditions\*** | **Test Success Criteria** |
| --- | --- | --- |
| Not Applicable |  |  |
|  |  |  |

\* Note: The Pre-Conditions are that e.g. the Success Criteria for the previous Tests must be satisfied before the ATP Milestone tests are commenced

1. **Tests to be Achieved in order to Achieve a CPP Milestone**

| **CPP Milestone Charge No.** | **Test** | **Test Success Criteria** |
| --- | --- | --- |
| Not Applicable |  |  |
|  |  |  |

**Attachment 7.1 – Charges**

**Part A - Pricing Mechanism**

## **TABLE 1: SUPPLIER PERSONNEL RATE CARD FOR CALCULATION OF TIME AND MATERIALS CHARGES**

|  |  |
| --- | --- |
| **Staff Grade** | **Day Rate****(£)** |
| **REDACTED TEXT under FOIA Section 43 Commercial Interests** | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |
| **REDACTED TEXT under FOIA Section 43 Commercial Interests** |

## **TABLE 2: MAXIMUM TIME AND MATERIALS CHARGES**

|  |  |
| --- | --- |
| **Charge Number** | **Maximum Time and Materials Charges (the cap)****(£)** |
| **[Service Line 1]** |
| [e.g. S1M1] | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |
| [e.g. S2M2] |  |
| **[Service Line 2]** |
| [e.g. S2M1] | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |
| [e.g. S2M2] |  |
| **[Service Line [X] - insert further rows as necessary]** |

## **TABLE 3: DAY COST FOR CALCULATION OF GUARANTEED MAXIMUM PRICE WITH TARGET COST CHARGES Not Used – Not Applicable**

|  |  |
| --- | --- |
| **Supplier Personnel Grade** | **Day Cost****(£)** |
| N/A | N/A |
|  |  |

## **TABLE 4: GUARANTEED MAXIMUM PRICE WITH TARGET COSTS CHARGES - Not Used – Not Applicable**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Charge Number** | **Milestone Group (if applicable)** | **Target Cost****(£)** | **Target Price****(£)** | **Guaranteed Maximum Price (110% of Target Price) (£)** |
| **[Service Line 1]** |
| N/A | N/A | N/A | N/A | N/A |
|  |  |  |  |  |
| **[Service Line 2]** |
| N/A | N/A | N/A | N/A | N/A |
|  |  |  |  |  |
| **[Service Line [X] – insert further rows as necessary]** |

## **TABLE 5: FIXED PRICES – Not Used – Not Applicable**

|  |  |
| --- | --- |
| **Charge** | **Fixed Charge (£)****[ ]** |
|  |
| N/A | N/A |
|  |
| N/A | N/A |

## **TABLE 6: FIRM PRICES**

|  |  |
| --- | --- |
| **Charge** | **Firm Charge (£)** |
| **[Service Line 1]** |
| [e.g. SL1M4] | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |
| [e.g. SL1MS3] |  |
| **[Service Line 2]** |
| [e.g. SL2M4] | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |
| [e.g. SL2MS3] |  |
| **[Service Line [X] – *insert further rows as necessary*]** |

## **TABLE 7: VOLUME CHARGES – Not Used – Not Applicable**

|  |  |  |  |
| --- | --- | --- | --- |
| **Charge Number** | **Unit** | **Number of units per Service Period** | **Charge per unit****(£)** |
|  |
| N/A | N/A | N/A | N/A |

**Part B – Charging Mechanism and Adjustments**

## **TABLE 1: MILESTONE PAYMENTS AND DELAY PAYMENTS – Not Used – Not Applicable**

| **Charge Number** | **Pricing Mechanism (FIX / FIRM / GMPTC / T&M)** | **CPP Milestone Charge Number** | **Delay Payments (if Key Milestone)** **(£ per day)** |
| --- | --- | --- | --- |
| **<3 months’ notice** | **3-6 months’ notice** | **>6 months’ notice** |
| **[Service Line 1]** |
| N/A | N/A | N/A | N/A | N/A | N/A |
|  |  |  |

## **TABLE 2: SERVICE CHARGES – Not Used – Not Applicable**

|  |  |  |  |
| --- | --- | --- | --- |
| **Charge Number** | **Pricing Mechanism (VOL / FIX / T&M)** | **Service Charge Trigger Event** | **Service Charge Expiration Trigger Event** |
| **[Service Line 1]** |
|

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| N/A | N/A | N/A | N/A | N/A | N/A |

 |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| N/A | N/A | N/A | N/A | N/A | N/A |

 |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| N/A | N/A | N/A | N/A | N/A | N/A |

 |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| N/A | N/A | N/A | N/A | N/A | N/A |

 |
|  |  |  |  |

## **TABLE 3: OPTIONAL SERVICES MILESTONE PAYMENTS – Not Used – Not Applicable**

| **Charge Number** | **Pricing Mechanism (FIX / FIRM / GMPTC / T&M)** | **CPP Milestone Charge Number** | **Delay Payments (if Key Milestone)** **(£ per day)** |
| --- | --- | --- | --- |
|

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| N/A | N/A | N/A | N/A | N/A | N/A |

 |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| N/A | N/A | N/A | N/A | N/A | N/A |

 |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| N/A | N/A | N/A | N/A | N/A | N/A |

 |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| N/A | N/A | N/A | N/A | N/A | N/A |

 |

**TABLE 4: OPTIONAL SERVICES SERVICE CHARGES – Not Used – Not Applicable**

| **Charge Number** | **Pricing Mechanism (VOL / FIX / T&M)** | **Service Charge Trigger Event** | **Service Charge Expiration Trigger Event** |
| --- | --- | --- | --- |
|

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| N/A | N/A | N/A | N/A | N/A | N/A |

 |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| N/A | N/A | N/A | N/A | N/A | N/A |

 |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| N/A | N/A | N/A | N/A | N/A | N/A |

 |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| N/A | N/A | N/A | N/A | N/A | N/A |

 |

**Part C – Risk Register**

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Column****1** | **Column 2** | **Column 3** | **Column 4** | **Column 5** | **Column 6** | **Column 7** | **Column****8** | **Column 9** | **Column****10** | **Column 11** | **Column 12** |
| **Risk Number** | **Risk Name** | **Description of risk** | **Timing** | **Likelihood** | **Impact (£)** | **Impact (description)** | **Mitigation (description)** | **Cost of mitigation** | **Post-mitigation impact (£)** | **Forecast Contingency Costs** | **Owner** |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |

**Part D – Allowable Assumptions – Not Used – Not Applicable**

| **Column****1** | **Column 2** | **Column 3** | **Column 4** | **Column 5** | **Column 6** | **Column 7** | **Column****8** | **Column 9** | **Column****10** | **Column 11** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Ref** | **Description of proposed Allowable Assumption** | **Impact on the Implementation Plan if the Allowable Assumption is not accurate**  | **Cost Impact** **(maximum, minimum and most likely values if the Allowable Assumption is not accurate)** | **Basis of Calculation of Cost Impact** | **Applicable Profit Margin**  | **Charge Impact** **(maximum, minimum and most likely values if the Allowable Assumption is not accurate)** | **Verification Method** **(how the Supplier will verify the Allowable Assumption)**  | **Trigger for Invocation** **(what will determine that the Implementation Plan and/or Financial Model may require adjustment for the Allowable Assumption)**  | **Period of Impact** **(period that the updated assumption will have an impact)**  | **Expiry Date** **(Date at which the Allowable Assumption expires)** |
|  |  |  |
| N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
|  |  |  |  |  |  |  |  |  |  |  |

**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 first Contract Year | £0.00 | £0.00 | £0.00 |
| Anytime in the second Contract Year | £0.00 | £0.00 | £0.00 |
| Anytime in Contract Years 3  | £0.00 | £0.00 | £0.00 |

**Attachment 7.3 – Approved Benchmarkers**

**Not Used – Not Applicable**

 **Attachment 7.4 – Financial Distress**

**Part A - Financial Indicators**

### 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 1** | FinancialTarget Threshold: | **Monitoring and Reporting Frequency [if different from the default position set out in Paragraph 2.3(b) of Schedule 7.4 (Financial Distress)]** |
| Operating Margin | **Operating Margin = Operating Profit / Revenue** 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. Figures for Operating Profit and Revenue should exclude the entity’s share of the results of any joint ventures or Associates. Where an entity has an operating loss (i.e., where the operating profit is negative), Operating Profit should be taken to be zero | Minimum operating margin figure of 5% | To be undertaken at each contract anniversary date. |

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

### Monitored Suppliers

|  |  |
| --- | --- |
| **Monitored Supplier** | **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)** |
| SecureCloud+ subcontractors | 1 – Operating Margin |
|  |  |
|  |  |

**Part B – Rating Agencies**

Not Used

* **Part C – Credit Ratings**

***[Guidance Note: The Key Sub-contractors listed in Attachment 4.3 (Notified Key Sub-contractors) of the Order Form should be included in this table]***

|  |  |  |
| --- | --- | --- |
| **Entity** | **Credit Rating (long term)***(insert credit rating issued for the entity at the Effective Date)* | **Credit Rating Threshold***(insert the actual rating (e.g AA-) or the Credit Rating Level (e.g Credit Rating Level 3)* |
| ***Supplier*** |  SECURECLOUD+ LIMITED – | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |
|  | N/A | N/A |
|  | N/A | N/A |
| ***[Guarantor]*** | N/A | N/A |
|  | N/A | N/A |
|  | [etc.] | [etc.] |
| ***[Key Sub-contractor 1]*** | PA Consulting | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |
| ***[Key Sub-contractor 2]*** | Squarcle | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |
| ***[Key Sub-contractor 3]*** | Accenture | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |
| ***[Key Sub-contractor 4]*** | Harmonic | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |
| ***[Monitored Supplier 1]*** | FRAZER-NASH | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |
| ***[Monitored Supplier 2]*** | [etc.] | [etc.] |
| *[etc…]* | [etc.] | [etc.] |

* 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** | **Operating Margin = Operating Profit / Revenue** 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. Figures for Operating Profit and Revenue should exclude the entity’s share of the results of any joint ventures or Associates. Where an entity has an operating loss (i.e., where the operating profit is negative), Operating Profit should be taken to be zero. |

**Attachment 7.6 – Anticipated Savings**

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Ref.** | **Benefit Category** | **Indicative amount (£k)** | **Timescale** |
| 1 | At this stage the only known element of the contract value is the core work. The TAF element of the contract is currently unknown as it hasn’t commenced. Therefore, savings are currently unknown. | £[amount] per annum  | Contract Years [x] to [y] |
|  |  |  |  |
|  |  |  |  |

**Attachment 8.1 – Representation and Structure of Boards**

# Performance & Governance of D2SP will be managed in accordance with Para 5 and 6 of Attachment 3 – Annex A – Statement of Requirements, in conjunctions with internal governance of the BMfS Programme.

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

**Part A - Transparency Reports**

|  |  |  |  |
| --- | --- | --- | --- |
| **Title** | **Content** | **Format** | **Frequency** |
| Performance | KPI Report/publication | In accordance with government KPI publication policy | Quarterly |
| Charges | As per contract award notice requirements | Contract Award Notice | At Contract award notice |
| Major sub-contractors | If applicable, as per contract award notice requirements | Contract Award Notice | At Contract award notice |
| Technical | As per contract award notice requirements | Contract Award Notice  | At Contract Award Notice  |

**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  | Sch 2.2, Part B | Service Commencement  | Within ten (10) Working Days of the end of each Service Period | 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 |
| Cl 15.7 | Notified Key Subcontractors | Attachment 4.3 | Effective Date  | On replacement of key subcontractor | Buyer |
| Cl 15.5 | Third Party Contracts | Attachment 4.4 | Effective Date | On appointment of subcontract  | Buyer |
| Cl 15.6 | Notified Key Sub-Contractors  | Attachment 4.3 | Effective Date | With each approved appointment or variation | Buyer |
| Cl 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 |
| Cl 6.4 | Detailed Implementation Plan | Sch 6.1  | Within 20 Working Days of Effective Date | Every 3 months from Effective Date | 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 7.4 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 awareness of a Financial Distress Event | On a regular basis (not less than fortnightly) | Buyer |
|  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 | Monthly 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 | 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 |
| 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 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; andWithin 14 days if requested by the Buyer following a Financial Distress EventWithin 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  |   |
| Sch 8.6 Service Continuity   | Service Continuity Plan | Sch 8.6, Para 2.2 | Within 40 days from the Effective Date and on a regular basis and as a minimum once every 6 months | 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 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, 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**

PA Consulting Services Limited
**REDACTED TEXT under FOIA Section 40, Personal Information**

G&S - Professional Services in support of D2SP delivery
**REDACTED TEXT under FOIA Section 40, Personal Information**

G&S: Professional Services in support of D2SP delivery
**REDACTED TEXT under FOIA Section 40, Personal Information**

G&S - Professional Services in support of D2SP delivery
Harmonic Limited
**REDACTED TEXT under FOIA Section 40, Personal Information**

G&S - Professional Services in support of D2SP delivery
Frazer Nash Consultancy Limited
**REDACTED TEXT under FOIA Section 40, Personal Information**

**Attachment 9.2 – Key Personnel**

| **Key Role** | **Name of Key Personnel** | **Responsibilities/Authorities** | **Phase of the project during which they will be a member of Key Personnel** | **Minimum period in Key Role** |
| --- | --- | --- | --- | --- |
| **MoD Programme Director** | **REDACTED TEXT under FOIA Section 40, Personal Information** |  |  |  |
| **MoD Deputy Programme Director** | **REDACTED TEXT under FOIA Section 40, Personal Information** |  |  |  |
| **MoD Project Delivery Lead** | **REDACTED TEXT under FOIA Section 40, Personal Information** |  |  |  |
| **MoD Commercial Lead** | **REDACTED TEXT under FOIA Section 40, Personal Information** |  |  |  |
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**Attachment 11 – Processing Personal Data**

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 Officers are **REDACTED TEXT under FOIA Section 40, Personal Information**

Contact details: **REDACTED TEXT under FOIA Section 40, Personal Information**

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

**REDACTED TEXT under FOIA Section 40, Personal Information**

Contact details: **REDACTED TEXT under FOIA Section 40, Personal Information**

* + - 1. The Processor shall comply with any further written instructions with respect to processing by the Controller.
			2. Any such further instructions shall be incorporated into this Attachment 11.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | **The Parties are Joint Controllers***The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:** Contact details and employment histories of individuals working on the contract.
* Information requirement for national security vetting and site access.
* Information about the supplier personnel required for access to MOD IT systems.

 |
| Duration of the processing | Information will be processed for the contract duration. Vetting information will be retained in accordance with National Security Guidelines. |
| Nature and purposes of the processing | * Contact details and employment histories of individuals working on the contract.
* Information requirement for national security vetting and site access.
* Information about the supplier personnel required for access to MOD IT systems.
* To ensure conflict of interest are identified and managed.
* To review experienced and qualification of personnel supplied under the contract to ensure contractual obligations are met.
 |
| Type of Personal Data | Name, work email address, date of birth, Work telephone number, images, clearance level and nationalities.Details of individual employers. |
| Categories of Data Subject | Supplier Personnel attached to the contract |
| Plan for return and destruction of the data once the processing is completeUNLESS requirement under union or member state law to preserve that type of data | Information related to personnel working on the contract will be held on MOD IT Systems until the conclusion of the project.Site Access information is destroyed after one year.Any other information will be held in compliance with UK GDPR. |