# PICTS Contract
# Schedule 5
# Payment Mechanism

**Document Info**

**Version #:** 1.0

**Date:** 15 December 2016

**Revision History**

| Version | Date | Details of Changes | Author |
|---|---|---|---|
| 0.1 | 25/10/16 | First draft – conformed original OMNI schedule | Authority |
| 0.2 | 17/11/16 | Updated to accept conformance changes and then revised for new contract | Sopra Steria |
| 0.3 | 5/12/16 | Review at joint workshops | Joint |
| 0.4 | 11/12/16 | Further update including Annexes | Sopra Steria |
| 0.5 | 12/12/16 | Further updates | Sharpe Pritchard |
| 0.6 | 12/12/16 | Review at joint workshop | Sopra Steria and MoJ |
| 0.7 | 13/12/16 | Final clean up pending insertion of pricing | Sopra Steria |
| 0.8 | 13/12/16 | Further updates | Sharpe Pritchard |
| 0.9 | 13/12/16 | Joint Review | Sopra Steria & MoJ |
| 0.10 | 14/12/16 | Further updates | Sharpe Pritchard |
| 0.11 | 15/12/16 | Final baseline | Sopra Steria & MoJ |
| 1.0 | 15/12/16 | Final version for completion | Sharpe Pritchard |

## 1 Introduction

1.1 This Schedule 5 describes how the AUTHORITY will pay the PROVIDER for the Services supplied under this Agreement.

## 2 Charging Principles

2.1 The AUTHORITY will pay the PROVIDER for the Services supplied under this Agreement, for Products and services supplied from the Catalogue and for any additional services provided under the terms of individual agreed CCNs and Proposal Documents.

2.2 The AUTHORITY shall pay for the provision of the Services through a number of different types of Charges.

2.3 The AUTHORITY shall not pay a separate charge for each individual service but shall pay for the Services through a limited number of Charges. The individual services shall be aggregated for the purposes of charging.

2.4 Not used

2.5 Not used

2.6 The Charges for capital items as set out in the PROVIDER's Charges Model required to provide the Services shall be invoiced upon delivery or as otherwise agreed between the Parties. Title to all such capital items used by the PROVIDER exclusively to provide the Services will vest in the AUTHORITY on payment.

2.7 Save as may be agreed in relation to the Technology Refresh Projects as described in Schedule 16 and subject to paragraph 2.8 below no additional charges will be payable if the PROVIDER needs to invest in additional Infrastructure or capital items to provide the Services and meet the Service Levels for which the original Infrastructure or capital items were agreed to be sufficient.

2.8 For the avoidance of doubt, in the event that any elements of the Infrastructure and/or the System that have not been refreshed as part of the Technology Refresh Projects either already are or become End of Life and/or End of Support, all costs associated with update and/or replacement of such items shall rest with the AUTHORITY.

2.9 The AUTHORITY shall pay for capital items delivered to it at a price from the PROVIDER to include the margin set out in the table below.

| **Category of Equipment** | **Margin** |
|---|---|
| Hardware and Software Products (including Software Licences) purchased from the Product and Services Catalogue including where supplied as part of a Request for Service where the work is not the subject | [REDACTED] |

| | |
|---|---|
| of a Proposal Document or Exception Report by the PROVIDER | |
| Hardware Products purchased on the PROVIDER's recommendation in order to provide increased capacity and/or required to supply a new or revised service in accordance with the Change Control Procedures | [REDACTED] |
| Software Licences (including renewals) purchased on the PROVIDER's recommendation in order to provide increased capacity and/or required to supply a new or revised service in accordance with the Change Control Procedures | [REDACTED] |
| Hardware and Software support and maintenance agreements (including renewals) | [REDACTED] |

2.10 Services delivered by Sub-Contractors of the PROVIDER shall be charged to the AUTHORITY including a margin of [REDACTED].

2.11 Not used.

2.12 Charges are exclusive of VAT.

2.13 All Charges are exclusive of reasonable travel and living expenses which will be charged in accordance with AUTHORITY guidelines.

## 3 NOT USED

## 4 Services to be covered by the Charges

4.1 The Services which relate to each charge in the Charges Model are summarised below.

I) **A single recurring monthly charge (the "Monthly Core Services Charge") as set out in Annex 1 for Core Service Support** comprising provision of the Core Services as described in Schedule 3 except where a separate charging basis is shown in paragraphs II to VI below.

II) **Technology Refresh Charges** for the Technology Refresh Projects described in Schedule 16, payable as described in Annex 2.

III) **Charges for capital items and services** supplied from the Product and Services Catalogue at fixed catalogue prices as described in Paragraph 6 below.

IV) **Charges in respect of CCNs and Proposal Documents** - as agreed between the Parties from time to time.

V) **Charges for Termination Assistance** (as detailed in Schedule 14) payable as described in Annex 3.

VI) **Charges for Decommission** of Data Centres as set out in Annex 5.

4.2 The Services must be supplied in accordance with Schedule 3 (PROVIDER's Solution) of this Agreement to qualify for full payment of the charges above. Schedule 6 and its Annexes, once agreed in accordance with Clause 7.4 of the Agreement, will detail the Service Credits to which the AUTHORITY will be entitled in the event that Services are not supplied in accordance with Schedule 6.

4.3 The AUTHORITY may require that any of the above charges be invoiced separately.

## 5 NOT USED

## 6 Catalogue Charges

6.1 The AUTHORITY shall pay for certain one-off services and Products through the Catalogue established between the AUTHORITY and the PROVIDER as detailed in Schedule 22 (Product and Services Catalogue).

6.2 The PROVIDER shall provide fixed prices for items in the Catalogue.

6.3 The AUTHORITY may from time to time request services to be added to the Catalogue. The PROVIDER shall provide a quote for these services for an update to the Catalogue. The Catalogue will only be updated in accordance with the Change Control Procedures.

6.4 The charges proposed for new Catalogue items may be subjected to Open Book Accounting to provide the AUTHORITY with Value for Money assurance.

## 7 Charging for Application Development and Project Based Services

7.1 Where the AUTHORITY requires the PROVIDER to deliver a new service (including without limitation a new Application or project) through the Change Control Procedures, the PROVIDER shall provide the AUTHORITY with its proposal as to the most appropriate commercial basis for the work.

7.2 The AUTHORITY and the PROVIDER shall agree the commercial basis and model for the provision of any new Application, service or project, including without limitation fixed price or a T&M basis.

7.3 Where the agreed commercial basis is fixed price and the PROVIDER cannot immediately provide a fixed price quote for the work, a limited amount of work may be commissioned by the AUTHORITY to enable a fixed price to be provided.

7.4 The PROVIDER's fixed price quotation (if applicable) shall be based on the agreed set of input costs (including risk) and overhead. If requested, the PROVIDER shall provide justification for all resources required.

7.5 Day Rates for the PROVIDER's Personnel are included in Annex 4, together with agreed volume discounts on those Day Rates. The PROVIDER shall apply the Day Rates in accordance with the following principles:

(a) the Day Rate shall apply to work performed in any 7.5 hour period between 08:00 and 18:00 hours on a Working Day;

(b) an hourly rate shall be applied where fewer or additional hours are worked on a Day at the Day Rate divided by 7.5;

(c) subject to (d) and (e) below, work performed out of hours shall be charged at a multiple of the Day Rate as follows:

i. a multiple of [REDACTED] shall apply to hours worked Monday to Friday before 08:00 hours and after 18:00 hours and Saturday 08:00 to 18:00 hours;

ii. a multiple of [REDACTED] shall apply to hours worked Saturday before 08:00 hours and after 18:00 hours, all day Sunday and any bank or public holidays;

iii. multiples other than those set out in (i) and (ii) above may be agreed for inclusion in Annex 4 for roles filled by a Sub-Contractor or contract hire staff;

(d) multiples of the Day Rates as set out in (c) above shall only be applied where the work cannot be performed during Core Hours or the AUTHORITY has requested that the work is performed outside Core Hours for operational or other reasons; and

(e) the AUTHORITY's prior written consent shall be obtained for out of hours working to which a multiple of the Day Rate is to be applied. Such consent may be given in the form of an approved Change or an e-mail from the Contract Manager as and when an unplanned need arises.

Nothing in this paragraph 7.5 shall prevent the Parties agreeing alternative day rates in relation to any specific project where the size of the project may enable a more favourable day rate to be applied or the requirement for scarce or specialist resource may require a higher day rate to be applied.

7.6 Should any project fail to meet any agreed, pre-defined Acceptance Requirements then the AUTHORITY will have the right at its discretion to withhold payment for the Deliverables associated with that project until such time that they do meet the agreed, pre-defined Acceptance Requirements.

7.7 The PROVIDER will supply supporting evidence for all new charges introduced through the Change Control Procedures (whether one-off or recurring) and this will be supplemented on an ongoing basis by Open Book Accounting access.

## 8 NOT USED

## 9 Open Book / Statement of Profitability

9.1 The AUTHORITY is seeking to understand the relationship between the PROVIDER's Charges to the AUTHORITY and the PROVIDER's actual costs and the level of return sought from the Agreement by the PROVIDER.

9.2 The Charges Model shall include cost, revenue and profit (before tax) lines with a complete set of cost headings relating to the Services provided, including the items set out in the table below:

| | |
|---|---|
| Revenue | The categories of Charges set out in Paragraph 4 |
| Cost of sales | As per categories provided for Open Book Accounting as per PROVIDER Accounting systems, including;<br>PROVIDER Staff costs<br>Materials<br>Sub-Contracted goods and services<br>or other mutually agreed format |
| Capitalised costs | Depreciation |
| Gross Margin | |
| Other structure costs (Overheads) | |
| Funding costs | |
| Operating Profit Before Interest and Tax (PBIT) | |
| PBIT % | |

9.3 The PROVIDER shall use the costs contained within its Charges Model as the basis for the budgets that it sets when running the Services.

9.4 Within sixty (60) days of the end of each PROVIDER accounting half-year, the PROVIDER shall provide to the AUTHORITY a statement setting out the PROVIDER's actual Charges for the preceding twelve (12) months. Such statements shall be signed by the PROVIDER's approved representative as being true and accurate. The statements will be compiled using the PROVIDER's standard accounting policies and shall include a full explanation of prices and costs of provision for the Services.

9.5 Where requested, within sixty (60) days of the end of each PROVIDER accounting half-year, the PROVIDER shall provide to the AUTHORITY a

complete forecast statement setting out the PROVIDER's forecast Charges in providing the Services for the remainder of the PROVIDER's current financial year. Such statements shall be signed by the PROVIDER's approved representative as being prepared with reasonable skill and care. The statements will be compiled using the PROVIDER's standard accounting policies.

**10 NOT USED**

**11 NOT USED**

**12 NOT USED**

**13 Maximum Price Variance**

13.1 All Charges shall be subject to an annual variance based on an agreed price indexation. The variance shall become effective on each anniversary of the Commencement Date. However, the Parties agree that the next application of the annual variance shall apply from the commencement of the second Contract Year.

13.2 For the purposes of this clause, "ASHE Index" shall be defined as the median gross weekly earnings percentage as identified in the Annual Survey of Hours and Earnings (ASHE) issued annually by the Office of National Statistics.

13.3 The annual variance of each Charge shall be calculated by applying the following formula:

$C^1 = C^o + \{(C^o \times ¾ \text{ ASHE})/100\}$

where:

(a) $C^1$ = revised Charge;

(b) $C^o$ = Charge prior to revision; and

ASHE = the ASHE Index for the previous calendar year and if part way though that calendar year a new ASHE Index has been issued then:

ASHE % = ($ASHE^1$ x number of days within the previous calendar year for which $ASHE^1$ applied/365) + ($ASHE^o$ x number of days within the previous calendar year for which $ASHE^o$ applied/365)

where:

$ASHE^1$ = the ASHE Index issued during that previous calendar year; and

$ASHE^o$ = the ASHE Index Issued during the year before that previous calendar year.

13.4 If the ASHE Index is no longer available, the Parties shall agree a reasonable alternative index in its place.

**14 Re-basing of Prices**

14.1 Not used.

14.2 The PROVIDER can request a re-basing of prices if they incur changes to their cost base due to a change in requirement from the AUTHORITY. The calculation for the re-basing of prices for ongoing Services will only include the additional costs that the PROVIDER can demonstrate it has incurred or will incur solely due to the changes requested by the AUTHORITY since the last re-basing of prices.

## 15 Technology Refresh

15.1 The PROVIDER will undertake a number of Technology Refresh Projects as detailed in Schedule 16 (Technology Refresh). The Charges associated with these Technology Refresh Projects are set out in Annex 2 of this Schedule 5.

15.2 There will be no other technology refresh of the Infrastructure or the System (other than by means of the Technology Refresh Projects listed above) during the Term unless such refresh is specifically agreed by the Parties in accordance with clause 61 of the Agreement and the Change Control Procedures.

15.3 Not used.

15.4 The PROVIDER shall detail its capital expenditure costs, when invoicing the AUTHORITY, so that payment can be made from the correct capital budgets and the AUTHORITY can capitalise the assets.

15.5 There will be no technical refresh of the hand-held devices provided to the AUTHORITY under the Blackberry Service save where specifically agreed under the Change Control Procedures.

## 16 Break Charges

16.1 The principles for Break Charges are set out in the table below.

| | **Natural Termination (Expiry)** | **Termination for PROVIDER Default as detailed within Clauses 18.1, 18.2, 18.3 & 18.6** | **AUTHORITY Termination for convenience per Clauses 18.7 & 18.8** | **Termination under Force Majeure per Clause 30** |
|---|---|---|---|---|
| **AUTHORITY'S ASSETS** | At cost including margin as shown in Para 4.1<br>(i.e. Assets ordered but | At cost including margin as shown in Para 4.1<br>(i.e. Assets ordered but | At cost including margin as shown in Para 4.1<br>(i.e. Assets ordered but | At cost including margin as shown in Para 4.1<br>(i.e. Assets ordered but |

| | | | | |
|---|---|---|---|---|
| | not yet delivered) | not yet delivered) | not yet delivered) | not yet delivered) |
| **Transfer of PROVIDER'S ASSETS used exclusively in the provision of the Services but which have not been previously charged to the AUTHORITY** | NBV | NBV | NBV | NBV |
| **Demonstrable break costs** | Nil | Nil | As set out in Paragraph 16.2 below | Nil |
| **Loss of Profits** | Nil (N/A) | Nil (N/a) | Nil (N/a) | Nil |
| **Notice period** | Nil | As specified in Clause 18 | As specified in Clause 18 | As specified in Clause 30 |

16.2 Break Charges pursuant to Clause 18 and Paragraph 16.5 of this Schedule 5 (Payment Mechanism) shall be calculated as the sum of breakage costs, which will constitute any costs (such as the PROVIDER's own redundancy costs, and costs payable for early termination of contracts entered into by the PROVIDER prior to receipt of the termination notice) incurred by the PROVIDER directly as a result of the Termination or Partial Termination (as applicable) of this Agreement which:

(a) would not have been incurred had this Agreement continued until its natural expiry; and

(b) relate directly to the Termination of the Services (or part thereof); and

(c) are unavoidable, proven, reasonable, and not capable of recovery; and

(d) do not relate to contracts or subcontracts with Affiliates of the PROVIDER; and

(e) shall not include loss of profit.

16.3 The Break Charges are to be validated via the provisions detailed at Paragraph 9 of Schedule 5 (Payment Mechanism) of the Agreement.

16.4 Where such information exists, the PROVIDER will provide the AUTHORITY on request with full details of any such charges, as detailed in Paragraph 16.2

(a) to (e) above, in order that the AUTHORITY may, at any time, calculate the cost of full or Partial Termination.

16.5 In the event of Partial Termination of the Services within the Term the AUTHORITY may instruct the PROVIDER to provide a substitute service. The AUTHORITY and the PROVIDER shall reasonably agree the Charges payable for the substitute service at the time of the Partial Termination through the Change Control Procedures. In the event that the AUTHORITY decides not to instruct the PROVIDER to provide a substitute service at the time of the Partial Termination, the PROVIDER shall be entitled to a payment of Break Charges from the AUTHORITY as detailed within the AUTHORITY Termination for convenience column within the table at Paragraph 16.1 of this Schedule 5.

16.6 For the avoidance of doubt, the gradual exit of Services in accordance with the Exit Plan and the Services Transfer Plans shall not constitute Partial Termination. No Break Charges shall apply in respect of any such Exit or Service Transfer.

## 17 Early Payment Discount

17.1 The Parties agree that, in each Contract Year, the AUTHORITY shall pay the Monthly Core Services Charge invoices for the months of June and December during those Months on the condition that the PROVIDER includes a percentage discount on each such invoice equivalent to the Bank of England base rate plus two (2) per cent.

## 18 Discount in respect of profit share

18.1 The Parties have agreed that, since no profit share mechanism operates in this Agreement, the PROVIDER has included a [REDACTED]) discount on the Monthly Core Services Charge.

18.2 This discount is split into [REDACTED]for the first Contract Year and [REDACTED]) for the second Contract Year.

18.3 The discount will be paid to the AUTHORITY as a pro-rata deduction from the Monthly Core Services Charge (ie. [REDACTED] per Month during the first Contract Year and [REDACTED] per Month during the second Contract Year).

18.4 In the event that the Agreement is terminated early or that Exit of all the Services is achieved prior to expiry of the Agreement, then any remaining part of the discount which has not been paid or become payable in accordance with paragraph 18.3 above, prior to the date of expiry or earlier termination will be forfeit by the AUTHORITY and will not be payable by the PROVIDER.

# Annex 1 – Core Service Charges

## 1 Monthly Core Service Charges Summary

### 1.1 Overview of Monthly Core Service Charges

1.1.1 The Monthly Core Service Charges comprise the following:

a. Fixed Service Charges;

b. Semi – Variable Service Charges;

c. Variable Service Charges; and

d. Software Licence Agreement Renewals.

### 1.2 Fixed Service Charges

1.2.1 The Fixed Service Charges shall be as set out in Table A4 of **Tab A – Summary** of **the Charges Model attached at the end of this Annex**.

1.2.2 Fixed Service Charges are Charges that do not vary with an increase or decrease in the volumes supported. Fixed charges remain fixed and payable in each Contract Month until such time as:

a. the entire service associated with the fixed charge is Exited and Service Transfer in respect of that service has been completed; or

b. the Agreement expires; or

c. there is a termination or Partial Termination of the Agreement which removes the entire service associated with the fixed charge from the Agreement,

whichever event occurs sooner. These terms shall apply to all of the Fixed Service Charges detailed in each of the individual service elements described in Section 2 of this Annex 1.

### 1.3 Semi - Variable Service Charges

1.3.1 The indicative Semi Variable Charges shall be as set out in Table A4 of **Tab A – Summary** of **the Charges Model attached at Annex 1A**.

1.3.2 Semi Variable Charges are charges that vary in a non – linear manner with changes in the volumes supported. Changes in Semi Variable Charges will be managed via the delivery of Transition States as detailed in Section 3 of this Annex 1.

1.3.3 Changes to Semi Variable charges shall apply from the start of the Contract Month following the Contract Month in which the change of Transition State was agreed in accordance with the details set out in Section 3 of this Annex 1.

1.3.4 Semi Variable charges that remain after all Transition States have been achieved will remain payable until:

a. the entire service associated with the semi variable charge is Exited and Service Transfer in respect of that service has been completed; or

b. the Agreement expires; or

c. there is a termination or Partial Termination of the Agreement which removes the entire service associated with the semi variable charge from the Agreement,

whichever event occurs sooner. These terms shall apply to all of the Semi Variable Service Charges detailed in each of the individual service elements described in Section 2 of this Annex 1.

1.4 Variable Service Charges

1.4.1 Variable Service Charges are Charges that vary in line with increases or decreases in the volumes supported.

1.4.2 Variable charges will be calculated based on the forecast volumes for each Contract Month multiplied by the relevant unit charge. The forecast volumes will be adjusted on a monthly basis based on the actual volumes from the previous Contract Month. A 'true-up' between the forecast and actual volumes will be applied to the following Contract Month's invoice. The mechanism for calculating the volumes is described in the Charge description for each of the service elements contained in **Tabs C – Q** of **the Charges Model attached at Annex 1A**.

1.4.3 It is not anticipated that the AUTHORITY will increase significantly (>10%) the volumes of EUC Devices supported by this Agreement. However, should this occur, then this will be managed via the Change Control Procedures where the impact on the Fixed and Semi Variable Charges will be assessed.

1.4.4 The Variable Service Charges shall remain payable in accordance with the agreed volumes pursuant to paragraph 1.4.2, and subject to paragraph 1.4.3, above until the volume reduces to zero, at which point those charges shall cease. This term shall apply to all of the Variable Service Charges detailed in each of the individual service elements described in Section 2 of this Annex 1.

## 2 Core Service Charges Description

### 2.1 Overview

2.1.1 For each Core Service Charge element the Fixed, Semi Variable and Variable Charges are described, along with the mechanism for calculating the volumetric charges.

### 2.2 SIAM

2.2.1 SIAM Charges are shown in Tab B – SIAM of the Charges Model attached at Annex 1A.

2.2.2 SIAM Fixed Charges cover the delivery of Support Services activity including:

a. Service Desk Management

b. Incident Management including Major Incident management

c. Problem Management

d. Service management

e. Service Integration / Service Design

2.2.3 SIAM Semi Variable Charges cover the delivery of Support Services activity including:

a. Service Level Management

b. Service management

c. Problem investigation and resolution

d. Incident oversight

2.2.4 The SIAM Variable Service Charges covers the delivery of the Service Desk.

2.2.5 The SIAM Variable Service Charges will be calculated based on a forecast of the monthly contacts to the Service Desk with a monthly true-up as detailed in paragraph 1.4.2 of this Annex 1.

2.2.6 The forecast SIAM Variable Service Charges will be adjusted every month with the average number of monthly contacts being assessed against the anticipated impact of the delivery of any Technology Refresh Projects or associated Transition State. The forecast contact volumes will be adjusted on a monthly basis based on the actual contact volumes from the previous Contract Month.

**2.3 On premise infrastructure**

2.3.1 On premise infrastructure Charges are shown in Tab D – On Premise of the Charges Model attached at Annex 1A.

2.3.2 On premise infrastructure Fixed Charges cover the delivery of On Premise related activity including:

a. Functional management including Incident and resource prioritisation

b. On call support resources for support outside of the Core Hours

2.3.3 On premise infrastructure Semi Variable Charges cover the delivery of Incident Management and support activity relating to the following:

a. Storage services

b. Backup Infrastructure

2.3.4 The On premise infrastructure Variable Service Charges cover the delivery of the Incident Management and support activity in relation to Windows and Unix On Premise hosted Server infrastructure.

2.3.5 The On premise infrastructure Variable Service Charges will be calculated based on a forecast of the monthly volume of the following with a monthly true-up as detailed in paragraph 1.4.2 of this Annex 1:

a. Physical Windows Servers

b. Virtual Windows Servers

c. Unix Servers

2.3.6 The forecast On premise infrastructure Variable Service Charges will be adjusted every month with the volume of Servers in use on the last day of the period being assessed against the anticipated impact of the delivery of any Technology Refresh Projects or associated Transition State. The forecast Server volumes will be adjusted on a monthly basis based on the actual Server volumes from the previous Contract Month.

**2.4 Applications**

2.4.1 Applications Charges are shown in Tab E - Apps of the Charges Model attached at Annex 1A.

2.4.2 Applications Fixed Charges cover the delivery of Application related activity including:

a. Functional management including Incident and resource prioritisation

b. On call support resources for support outside of the Core Hours

2.4.3 Applications Semi Variable Charges cover the delivery of Incident Management and support activity relating to the following:

a. Domino application including email and calendaring

b. Domino applications hosting environment

2.4.4 There are no Applications Variable Service Charges.

2.4.5 For the avoidance of doubt, Charges in relation to National Delius are covered by the National Delius Charges and are not included in the Application Charges.

**2.5 Data Centres**

2.5.1 Data Centre Charges are shown in Tab F – Data Centre of the Charges Model attached at Annex 1A.

2.5.2 Data Centre Fixed Charges cover the delivery of On Premise related activity including:

a. Functional management of the Data Centre environments

2.5.3 Data Centre Semi Variable Charges cover the delivery of the following Data Centre services :

a. Data Centre footprint

b. Power

c. Air conditioning

d. Security

2.5.4 There are no Data Centre Variable Service Charges

## 2.6 Operational Assurance

2.6.1 Operational Assurance Charges are shown in Tab G - Ops Assurance of the Charges Model attached at Annex 1A.

2.6.2 Operational Assurance Fixed Charges cover the delivery of On Premise related activity including:

a. Technical Design Authority

b. Lifecycle Management

c. Service Reporting & Management

d. Environment Management

e. Disaster Recovery

f. Capacity Management

g. Availability Management

2.6.3 Operational Assurance Semi Variable Charges cover the delivery of Incident Management and support activity relating to the following:

a. Configuration & Asset Management

b. Change & Release

c. Request for Service Management

d. Security

e. Acceptance in to Service

f. Testing

2.6.4 There are no Variable Service Charges in relation to Operational Assurance.

## 2.7 Licences

2.7.1 Licences Charges are shown in Tab H - Licence of the Charges Model attached at Annex 1A.

2.7.2 Licence Fixed Charges cover the delivery of the core support licences as listed in Schedule 3 Annex F.

2.7.3 There are no Semi Variable or Variable Charges in relation to Licences.

**2.8 3rd Party Support**

2.8.1 3rd Party Support Charges are shown in Tab I - 3rd Party Support of the Charges Model attached at Annex 1A.

2.8.2 3rd Party Support Semi Variable Charges cover the delivery of the 3rd Party support contracts listed within Table A of Schedule 3 Annex F

2.8.3 There are no Fixed or Variable Charges in relation to 3rd Party Support.

**2.9 DBA Support (Database Administration)**

2.9.1 DBA Support Charges are shown in Tab J - DBA of the Charges Model attached at Annex 1A.

2.9.2 DBA Support Fixed Charges cover Incident resolution and delivery of the following:

a. Functional management including Incident and resource prioritisation

b. On call support resources for support outside of the Core Hours

2.9.3 The DBA Variable Service Charges cover the delivery of the Incident Management and support activity in relation to Database Administration.

2.9.4 The DBA Variable Service Charges will be calculated based on a forecast of the monthly volume of the Databases in use within the Platform, with a monthly true-up as detailed in paragraph 1.4.2 of this Annex 1.

2.9.5 The forecast DBA Variable Service Charges will be adjusted every month with the volume of Databases in use on the last day of the period being assessed against the anticipated impact of the delivery of any Technology Refresh Project or associated Transition State. The forecast Database volumes will be adjusted on a monthly basis based on the actual Database volumes from the previous Contract Month.

2.9.6 There are no Semi Variable Charges in relation to DBA Support.

**2.10 EUC**

2.10.1 EUC Charges are shown in Tab K - EUC of the Charges Model attached at Annex 1A.

2.10.2 EUC Fixed Charges cover the delivery of EUC related activity including:

a. Functional management including Incident and resource prioritisation

b. On call support resources for support outside of the Core Hours

2.10.3 There are no EUC Semi Variable Charges.

2.10.4 The EUC Variable Service Charges cover the delivery of the Incident Management and support activity in relation to Workstations and Citrix Access.

2.10.5 The EUC Variable Service Charges will be calculated based on a forecast of the monthly volume of the following with a monthly true-up as detailed in paragraph 1.4.2 of this Annex 1:

a. Workstations

b. Citrix Access

2.10.6 The Forecast EUC Variables Service Charges will be adjusted every month with the highest number of EUC Devices at a status of “Installed” in the Configuration Management Database during the period being assessed against the anticipated impact of the delivery of any Technology Refresh Projects or associated Transition State. The forecast EUC volumes will be adjusted on a monthly basis based on the actual EUC volumes from the previous Contract Month.

## 2.11 Monitoring

2.11.1 Monitoring Charges are shown in Tab L - Monitoring of the Charges Model attached at Annex 1A.

2.11.2 Monitoring Fixed Charges cover the delivery of monitoring related activity including:

a. Functional management including resource prioritisation

b. On call support resources for support outside of the Core Hours

2.11.3 There are no Semi Variable Charges.

2.11.4 The Monitoring Variable Service Charges cover the delivery of the Event Management and support activity. Monitoring charges are broken down into unit charges in relation to the Remote Operations Centre (ROC) and Security Operation Centre (SOC).

2.11.5 The Monitoring Variable Service Charges will be calculated based on a forecast of the monthly volume of end points monitored by the following with a monthly true-up as detailed in paragraph 1.4.2 of this Annex 1:

a. Remote Operations Centre (ROC)

b. Security Operation Centre (SOC)

2.11.6 The forecast Monitoring Variables Service Charges will be adjusted every month with the average monthly end points being assessed against the anticipated impact of the delivery of any Technology Refresh Projects or associated Transition State. The forecast end point volumes will be adjusted on a monthly basis based on the actual end point volumes from the previous Contract Month.

## 2.12 Cloud Infrastructure

2.12.1 Cloud Infrastructure Charges are shown in Tab M - Cloud of the Charges Model attached at Annex 1A.

2.12.2 There are no Fixed or Semi Variable Charges in relation to Cloud Infrastructure

2.12.3 The Cloud Infrastructure Variable Service Charges cover the delivery of the Cloud Infrastructure.

2.12.4 The Cloud Infrastructure Variable Service Charges will be calculated based on a forecast of the monthly volume of the following with a monthly true-up as detailed in paragraph 1.4.2 of this Annex 1:

c. PROVIDER support service

d. Low Specification Server

e. Medium Specification Server

f. Large Specification Server

2.12.5 The forecast Cloud Infrastructure Variables Service Charges will be re-baselined every month with the volume of Servers in use on the last day of the period being assessed against the anticipated impact of the delivery of any Technology Refresh Project or associated Transition State. The forecast Cloud Infrastructure volumes will be adjusted on a monthly basis based on the actual Cloud Infrastructure volumes from the previous Contract Month.

**2.13 Networks**

2.13.1 Networks Charges are shown in Tab N - Networks of the Charges Model attached at Annex 1A.

2.13.2 Networks Fixed Charges cover the delivery of Networks related activity including:

a. Functional management including Incident and resource prioritisation

b. On call support resources for support outside of the Core Hours

2.13.3 Networks Semi Variable Charges cover the delivery of Incident Management and support activity relating to the following:

a. Network equipment within the National Data Centres

2.13.4 There are no Network Variable Service Charges

**2.14 National Delius**

2.14.1 National Delius Charges are shown in Tab O - Apps nDelius of the Charges Model attached at Annex 1A.

2.14.2 National Delius Semi Variable Charges covers Incident Management and support activities in relation to :

2.14.2.1 National Delius live hosting

2.14.2.2 National Delius Training hosting

2.14.2.3 Management information service

## 2.15 Blackberry

2.15.1 Blackberry Charges are shown in Tab P - Blackberry of the Charges Model attached at Annex 1A.

2.15.2 There are no Fixed or Semi Variable Charges in relation to Blackberry

2.15.3 Blackberry Variable Charges cover Incident Management and support activities in relation to :

2.15.3.1 the Blackberry service

2.15.4 The Blackberry Variable Service Charges will be calculated based on a forecast of the monthly volume of Blackberry devices in use with a monthly true-up as detailed in paragraph 1.4.2 of this Annex 1.

2.15.5 The forecast Blackberry Variable Service Charges will be adjusted every month with the volume of Blackberry devices in use on the last day of the period being assessed against the anticipated volume expected. The forecast Blackberry device volumes will be adjusted on a monthly basis based on the actual Blackberry device volumes from the previous Contract Month.

2.15.6 Overage charges for use of data or calls above and beyond the allowance will be charged as overage charges

## 2.16 ViSOR

2.16.1 ViSOR Charges are shown in Tab Q - ViSOR of the Charges Model attached at Annex 1A.

2.16.2 ViSOR Fixed Charges cover Incident Management and support activities in relation to :

2.16.2.1 the ViSOR service as described in Schedule 3 Annex (H)

2.16.3 There are no Variable or Semi Variable Charges in relation to ViSOR

## 2.17 Licences and Support Agreements Renewal

2.17.1 The PROVIDER will provide the Software Licences and support agreements listed within Table B of Schedule 3 Annex F (together, the "**Software Licences and Support Agreements**") in consideration for the Support Renewal Charge.

2.17.2 The Support Renewal Charge is a monthly charge as set out in Tab U - License Agreement Charge of the Charges Model attached at Annex 1A to recover the

charges paid by the PROVIDER in order to purchase the Software Licences and Support Agreements.

2.17.3 The Support Renewal Charge will be reviewed in December of each Contract Year and any revisions up or down will be made using the Change Control Procedures. Revisions may include items such as: a change in the cost of licences/support from the vendor, exchange rate fluctuations associated with the cost of the licences/support, change in volumes supported and changes in the level of service required.

2.17.4 Subject to paragraphs 2.17.5 and 2.17.6 below, where the PROVIDER has incurred Support Renewal costs under this Agreement and such costs have yet to be fully recovered by the PROVIDER via the Support Renewal Charge at the date of Service Transfer in respect of the relevant Software Licences and Support Agreements or at the date of termination of the Agreement, such unrecovered costs shall be payable by the AUTHORITY to the PROVIDER within 30 days of such Service Transfer or termination date.

2.17.5 The AUTHORITY shall not be liable to pay any unrecovered Support Renewal costs described in paragraph 2.17.4:

2.15.2.1 upon the expiry of the Agreement; or

2.15.2.2 in the event of termination of the Agreement by the AUTHORITY in accordance with Clauses 18.1, 18.2, 18.3 or 18.6.

2.17.6 The AUTHORITY's liability described in paragraph 2.17.4 shall be limited to the costs incurred by the PROVIDER in renewing the Software Licences and Support Agreements. Such costs shall exclude internal costs of financing, working capital or overheads associated with these costs but shall include any margin as applicable in accordance with paragraph 2.9 of Schedule 5.

## 3 Transition States, Service Reduction Element and Semi Variable Charge Reduction Criteria

The Semi Variable Charges for the relevant Service Reduction Elements, as defined in Tabs B to Q of the Charges Model at Annex 1A of this Schedule 5, will reduce as outlined in the Semi Variable reduction tables in the Charges Model. The Semi Variable Charge Reduction Criteria described in the table below need to be achieved in order to achieve the savings forecast in the Charges Model. The Charge reductions for each Service Reduction Element will commence at the start of the month following the month in which the Semi Variable Charge Reduction Criteria are achieved:

| Service Reduction Element | Semi Variable Charge Reduction Criteria | Forecast Charge Reduction Date |
|---|---|---|
| Exit - National Delius | The AUTHORITY approves the PROVIDER's End of Project report (which shall be submitted promptly by the PROVIDER) for the exit of nDelius confirming the removal of the Application maintenance and support service for:<br><br>- nDelius,<br><br>- nDelius reporting (MIS) and<br><br>- nDelius Training | January 2017 |
| Exit - CRC | The AUTHORITY confirms in writing that all the CRC Users and devices have been removed from the System.<br><br>Users and devices removed from the System will no longer be eligible for support from the end of the relevant month stated in the AUTHORITY's letter. | February 2017 |
| Exit - NDC2 | The PROVIDER removes services from NDC2 under RFS 140975 and releases floor space back to its Sub-Contractor. Charges for hosting will cease in the month following confirmation from the PROVIDER's Sub-Contractor that charges will cease. | February 2017 |
| Exit - Domino Apps Hosting | The AUTHORITY approves the PROVIDER's End of Project report (which shall be submitted promptly by the PROVIDER) for the exit of Domino Applications Hosting on the basis that these services have been transitioned to a Replacement Provider or retired. | June 2017 |
| Exit - BSA | The AUTHORITY approves the PROVIDER's End of Project report (which shall be submitted promptly by the PROVIDER) for the exit of the Business Support Applications Hosting on the basis that these services have been transitioned to a Replacement Provider or retired. | December 2017 |

| | | |
|---|---|---|
| Exit - Domino Mail | The AUTHORITY approves the PROVIDER's End of Project report (which shall be submitted promptly by the PROVIDER) for the exit of the Domino Live Email Service on the basis that these services have been transitioned to a Replacement Provider or retired.<br><br>Domino Archive service is assumed to remain for access to historic emails and for Users who have left the service. | March 2018 |
| Exit - EUC Live | The AUTHORITY confirms in writing the details of the EUC devices that are to be removed from the System and over what period those devices will be removed.<br><br>Devices listed for removal from the System will no longer be eligible for support from the end of the relevant month stated in the AUTHORITY's letter.<br><br>It is assumed that a small number (up to 500) of CRC Exception Users will remain using the Services post completion of this part of the Exit to enable them to access archive data and systems. | Sept 2017 to March 2018 |
| Exit - Citrix Access | The AUTHORITY confirms in writing details of the Citrix accounts to be removed from the System and over what period these accounts will be removed.<br><br>Users listed for removal from the System will no longer be eligible for support from the end of the relevant month stated in the AUTHORITY's letter.<br><br>It is assumed that a small number (up to 1000) of CRC Exception Users will remain using the Services post completion of this part of the Exit to enable them to access archive data and systems. | Sept 2017 to June 2018 |
| Rationalisation Stage 1 | The PROVIDER delivers the first stage of the rationalisation project under Technology Refresh as described in Annex A of Schedule 16. | July 2017 |
| Rationalisation Stage 2 | The PROVIDER delivers the second stage of the rationalisation project under Technology Refresh as described in Annex A of Schedule 16. | Jan 2018 |

## Annex 1A - Charges Model

Annex 1A to this Schedule 5 (Payment Mechanism) (file name “Schedule 5 – Annex 1A – PICTS Core Services Charges Model v1.6.xslx”) has been reproduced on the compact disc (attached to the Agreement) which is labelled as “PICTS Contract Documents” and has been signed for and on behalf of the PROVIDER and the AUTHORITY and dated with the date of the Agreement.

[REDACTED]

## Annex 2 – Technology Refresh Project Charges

1. **Technology Refresh Charges Summary**

   A. **Charges for Technology Refresh Projects as detailed in Schedule 16 (Technology Refresh) shall comprise the following:**

      i. Consultancy Support services (as defined in paragraph 2 below); and

      ii. Technology Refresh Milestone Charges (as defined in paragraph 3 below).

2. **Consultancy Support Services**

   a. The estimated Charges for the Consultancy Support services are as set out in Table 1 below. This work shall be provided on a Time and Materials basis using the Day Rates set out in Annex 4 and as agreed between the Parties in accordance with the process set out in Annex B of Schedule 16.

   b. The PROVIDER shall be entitled to invoice the AUTHORITY on a Monthly basis for the Consultancy Support services once the AUTHORITY has approved the supporting timesheets relating to the resources deployed under the agreed Consultancy Support projects (and such agreement shall not be unreasonably withheld).

Table 1 – Consultancy Support estimated Charges

| RIPE | No. Days | Day Rate | Total Charge |
|---|---|---|---|
| Technical Architect 2 | 8 | [REDACTED] | [REDACTED] |
| Network Administrator | 152 | [REDACTED] | [REDACTED] |
| Project Co-ordinator | 5 | [REDACTED] | [REDACTED] |
| **Total RIPE Charges** | **165** | | **[REDACTED]** |

| Support Bus Apps | No. Days | Day Rate | Total Charge |
|---|---|---|---|
| Project Manager 2 | 10 | [REDACTED] | [REDACTED] |
| Technical Consultant 1 | 77 | [REDACTED] | [REDACTED] |
| Technical Consultant 2 | 25 | [REDACTED] | [REDACTED] |
| **Total Support Bus Apps Charges** | **112** | | **[REDACTED]** |

| EUC | No. Days | Day Rate | Total Charge |
|---|---|---|---|
| Project Manager 1 | 114 | [REDACTED] | [REDACTED] |
| Technical Architect 2 | 114 | [REDACTED] | [REDACTED] |
| Technical Consultant 1 | 219 | [REDACTED] | [REDACTED] |
| Technical Architect 2 | 60 | [REDACTED] | [REDACTED] |
| Test Manager | 76 | [REDACTED] | [REDACTED] |
| Test Consultant | 76 | [REDACTED] | [REDACTED] |
| Test Engineer | 48 | [REDACTED] | [REDACTED] |

| | | | |
|---|---|---|---|
| Project Admin/Librarian | 60 | [REDACTED] | [REDACTED] |
| AIS Manager | 76 | [REDACTED] | [REDACTED] |
| **Total EUC Charges** | **843** | | [REDACTED] |

## 3. Technology Refresh Milestone Charges

a. Subject to achievement, to the Authority's reasonable satisfaction, of the related Acceptance Criteria as detailed in Schedule 16 (Technology Refresh), the PROVIDER shall be entitled to invoice the AUTHORITY for the Charges set out in Table 3 below ("Technology Refresh Milestone Charges") on the relevant invoice dates set out in Table 3 below.

Table 2 – Summary of Technology Refresh Project Charges

| Projects | Charges (£) |
|---|---|
| 01 - VMWare Upgrade | [REDACTED] |
| 02 - Secure Office | [REDACTED] |
| 03 - Certificate Authority | [REDACTED] |
| 05 - Core Infrastructure | [REDACTED] |
| 06 - AD Upgrade | [REDACTED] |
| 07 -Windows OS 2003 Upgrade | [REDACTED] |
| 09 - Symantec Netbackup Upgrade | [REDACTED] |
| 10 - Gateway Services | [REDACTED] |
| 11 - XP24000 | [REDACTED] |
| 12 - EVA8400 | [REDACTED] |
| 13 - FTP Server | [REDACTED] |
| 15 -Cisco Appliances | [REDACTED] |
| 16 - Event Sentry | [REDACTED] |
| 17 - Lumension | [REDACTED] |
| 19 – Citrix | [REDACTED] |
| 20 – Radia | [REDACTED] |
| 22 - Network Management | [REDACTED] |
| 25 - Rationalisation | [REDACTED] |
| **Total Project Charges** | [REDACTED] |

Table 3 – Technology Refresh Project Milestones

| Ref | Description | Milestone | Paymen t % | Milestone Date | £ |
|---|---|---|---|---|---|
| 001 - 1 | VMware | Design | 15% | Fri 19/05/17 | [REDACTED] |
| 001 - 2 | VMware | Build | 65% | Fri 21/07/17 | [REDACTED] |

| Ref | Description | Milestone | Payment % | Milestone Date | £ |
|---|---|---|---|---|---|
| 001 - 3 | VMware | Complete | 20% | Fri 11/08/17 | [REDACTED] |
| 002 - 1 | Secure Office | Design | 15% | Fri 17/03/17 | [REDACTED] |
| 002- 2 | Secure Office | Build | 65% | Tue 20/06/17 | [REDACTED] |
| 002 - 3 | Secure Office | Complete | 20% | Tue 18/07/17 | [REDACTED] |
| 003 - 1 | Certificate Authority | Design | 15% | Fri 24/02/17 | [REDACTED] |
| 003 - 2 | Certificate Authority | Build | 65% | Tue 13/06/17 | [REDACTED] |
| 003 - 3 | Certificate Authority | Complete | 20% | Tue 18/07/17 | [REDACTED] |
| 005 - 1 | Core Cloud Platform | Design | 15% | Tue 31/01/17 | [REDACTED] |
| 005 - 2 | Core Cloud Platform | Build | 65% | Tue 14/03/17 | [REDACTED] |
| 005 - 3 | Core Cloud Platform | Complete | 20% | Tue 30/05/17 | [REDACTED] |
| 006 - 1 | AD Upgrade | Design | 15% | Tue 04/04/17 | [REDACTED] |
| 006 -2 | AD Upgrade | Build | 65% | Tue 23/05/17 | [REDACTED] |
| 006 -3 | AD Upgrade | Complete | 20% | Tue 04/07/17 | [REDACTED] |
| 007 - 1 | Windows 2003-> 2008 | Design agreed + 10% implemented | 10% | Thu 16/03/17 | [REDACTED] |
| 007 - 2 | Windows 2003-> 2008 | 30% implemented | 20% | Fri 26/05/17 | [REDACTED] |
| 007 - 3 | Windows 2003-> 2008 | 60% implemented | 30% | Tue 13/06/17 | [REDACTED] |
| 007 - 4 | Windows 2003-> 2008 | 80% implemented | 20% | Thu 31/08/17 | [REDACTED] |
| 007 - 5 | Windows 2003-> 2008 | 100% implemented | 20% | Fri 10/11/17 | [REDACTED] |
| 008 - 1 | Netbackup | Design | 15% | Fri 03/03/17 | [REDACTED] |
| 008 - 2 | Netbackup | Build | 65% | Mon 05/06/17 | [REDACTED] |
| 008 - 3 | Netbackup | Complete | 20% | Mon 31/07/17 | [REDACTED] |

| Ref | Description | Milestone | Payment % | Milestone Date | £ |
|---|---|---|---|---|---|
| 010 - 1 | Cloud Gateway | Design | 15% | Fri 10/03/17 | [REDACTED] |
| 010 - 2 | Cloud Gateway | Build | 65% | Tue 27/06/17 | [REDACTED] |
| 010 - 3 | Cloud Gateway | Complete | 20% | Tue 24/10/17 | [REDACTED] |
| 011- 2 | XPS 24000 | Complete | 100% | Fri 23/06/17 | [REDACTED] |
| 012 - 3 | EVA | Complete | 100% | Fri 23/06/17 | [REDACTED] |
| 013 - 1 | FTP Server | Completion | 100% | Tue 11/04/17 | [REDACTED] |
| 015 - 1 | Cisco | Design and Spec | 15% | Tue 14/03/17 | [REDACTED] |
| 015 - 2 | Cisco | 60% deployed | 65% | Tue 23/05/17 | [REDACTED] |
| 015 - 3 | Cisco | Complete | 20% | Tue 04/07/17 | [REDACTED] |
| 016 -1 | Event logging | Complete | 100% | Wed 21/06/17 | [REDACTED] |
| 017 - 1 | Lumension | Design | 15% | Tue 11/04/17 | [REDACTED] |
| 017 - 2 | Lumension | Build | 65% | Tue 25/04/17 | [REDACTED] |
| 017 - 3 | Lumension | Complete | 20% | Tue 23/05/17 | [REDACTED] |
| 018-1 | Citrix | Design | 15% | Tue 31/01/17 | [REDACTED] |
| 018-2 | Citrix | Build | 65% | Tue 09/05/17 | [REDACTED] |
| 018-3 | Citrix | Complete | 20% | Tue 19/09/17 | [REDACTED] |
| 019-1 | Radia | Design | 15% | Fri 10/03/17 | [REDACTED] |
| 019-2 | Radia | Build | 65% | Thu 08/06/17 | [REDACTED] |
| 019-3 | Radia | Complete | 20% | Tue 25/07/17 | [REDACTED] |
| 022 -1 | Network Management | Design | 15% | Fri 03/03/17 | [REDACTED] |
| 022 -2 | Network Management | Build | 65% | Tue 23/05/17 | [REDACTED] |
| 022 -3 | Network Management | Complete | 20% | Tue 11/07/17 | [REDACTED] |

| Ref | Description | Milestone | Paymen t % | Milestone Date | £ |
|---|---|---|---|---|---|
| 025 -1 | Rationalisation | Phase 1 | 50% | Tue 31/07/18 | [REDACTED] |
| 025 -2 | Rationalisation | Phase 2 | 50% | Thu 28/12/17 | [REDACTED] |

## Annex 3 - Charges for Termination Assistance

The Parties have agreed that the PROVIDER will not charge the AUTHORITY for the provision of Termination Assistance as further detailed in Schedule 14 (Exit Management). Save as otherwise expressly provided elsewhere in the Agreement (including, without limitation, in paragraph 2 and paragraph 2 of Annex C of Schedule 14 (Exit Management)), the Charges in respect of the provision of Termination Assistance are zero pounds (£0).

For the avoidance of doubt, provision of any activities and/or deliverables related to Exit which are not otherwise addressed in this Agreement and/or included as part of the Termination Assistance as defined in Schedule 14 shall be subject to the Change Control Procedures.

## Annex 4 – Day Rates

1.1 The Day Rates shown in the table below shall apply in accordance with Paragraph 7.5 of this Schedule 5 (Payment Mechanism).

1.2 The following additional volume discount shall apply to any projects commissioned on a time and materials basis by the AUTHORITY in accordance with the Change Control Procedures;

1.2.1 In the event that the AUTHORITY commissions such projects within a Contract Year where the aggregate total of the pricing of PROVIDER resources supplied at the Day Rates exceeds [REDACTED]; then any further such projects during that Contract Year will have a [REDACTED]; applied to the Day Rates;

1.2.2 The PROVIDER undertakes to monitor the total of such pricing of PROVIDER resources supplied at the Day Rates and advise the AUTHORITY once the discount described in paragraph 1.2.1 above becomes effective.

| Staff Category/Title | Role Description | Discounted | [REDACTED] | [REDACTED] |
|---|---|---|---|---|
| AIS Manager | AIS Manager | [REDACTED] | [REDACTED] | [REDACTED] |
| Analyst/Programmer | Test Engineer | [REDACTED] | [REDACTED] | [REDACTED] |
| Application Designer | Lead/Specialist Engineer | [REDACTED] | [REDACTED] | [REDACTED] |
| Application Programmer | Engineer | [REDACTED] | [REDACTED] | [REDACTED] |
| Application Support Engineer | Lead/Specialist Engineer | [REDACTED] | [REDACTED] | [REDACTED] |
| Business Analyst | Business Analyst | [REDACTED] | [REDACTED] | [REDACTED] |
| Business Consultant | Business Process Consultant | [REDACTED] | [REDACTED] | [REDACTED] |
| Business Development Management Project Manager | Programme Manager | [REDACTED] | [REDACTED] | [REDACTED] |
| Business Process Consultant | Business Process Consultant | [REDACTED] | [REDACTED] | [REDACTED] |
| Change Administrator | Project Admin/Librarian | [REDACTED] | [REDACTED] | [REDACTED] |
| Change Manager | Project Manager | [REDACTED] | [REDACTED] | [REDACTED] |
| Chief Designer | Chief Designer | [REDACTED] | [REDACTED] | [REDACTED] |
| Configuration Manager | AIS Manager | [REDACTED] | [REDACTED] | [REDACTED] |
| Course developer | Trainer 3 (Content Specific) | [REDACTED] | [REDACTED] | [REDACTED] |
| Courseware Maintenance | Trainer 2 (Content Specific) | [REDACTED] | [REDACTED] | [REDACTED] |

| Staff Category/Title | Role Description | Discounted | [REDACTED] | [REDACTED] |
|---|---|---|---|---|
| Data Preparation Staff | Project Admin/Librarian | [REDACTED] | [REDACTED] | [REDACTED] |
| Database Administrator | Engineer | [REDACTED] | [REDACTED] | [REDACTED] |
| Documentation Specialist | Junior Engineer | [REDACTED] | [REDACTED] | [REDACTED] |
| Engineer | Engineer | [REDACTED] | [REDACTED] | [REDACTED] |
| Executive Chief Technical Designer | IT Strategy Consultant | [REDACTED] | [REDACTED] | [REDACTED] |
| Infrastructure Planner | Lead/Specialist Engineer | [REDACTED] | [REDACTED] | [REDACTED] |
| Junior Application Support Engineer | Junior Engineer | [REDACTED] | [REDACTED] | [REDACTED] |
| Junior BPI Technical Consultant | CLAS Consultant | [REDACTED] | [REDACTED] | [REDACTED] |
| Junior Engineer | Junior Engineer | [REDACTED] | [REDACTED] | [REDACTED] |
| Junior Technical Engineer | Junior Engineer | [REDACTED] | [REDACTED] | [REDACTED] |
| Learning Management Systems Developer | Trainer 2 (Content Specific) | [REDACTED] | [REDACTED] | [REDACTED] |
| Logistics Co-ordinator | Project Planner | [REDACTED] | [REDACTED] | [REDACTED] |
| Migration Manager | Project Manager 1 | [REDACTED] | [REDACTED] | [REDACTED] |
| Network Administrator | Test Engineer | [REDACTED] | [REDACTED] | [REDACTED] |
| Operation/Shift Leader | Engineer | [REDACTED] | [REDACTED] | [REDACTED] |
| Operations Acceptance Manager | AIS Manager | [REDACTED] | [REDACTED] | [REDACTED] |
| Performance Tester | Performance Tester | [REDACTED] | [REDACTED] | [REDACTED] |
| Programme Director | Programme Director | [REDACTED] | [REDACTED] | [REDACTED] |
| Programme Manager | Programme Manager | [REDACTED] | [REDACTED] | [REDACTED] |
| Project Admin/Librarian | Project Admin/Librarian | [REDACTED] | [REDACTED] | [REDACTED] |
| Project Co-ordinator | Project Manager 2 | [REDACTED] | [REDACTED] | [REDACTED] |
| Project Director | Project Director | [REDACTED] | [REDACTED] | [REDACTED] |
| Project Manager (Training) | Project Manager 2 | [REDACTED] | [REDACTED] | [REDACTED] |
| Project Manager 1 | Project Manager 1 | [REDACTED] | [REDACTED] | [REDACTED] |
| Project Manager 2 | Project Manager 2 | [REDACTED] | [REDACTED] | [REDACTED] |
| Project Manager 3 | Project Manager 3 | [REDACTED] | [REDACTED] | [REDACTED] |

| Staff Category/Title | Role Description | Discounted | [REDACTED] | [REDACTED] |
|---|---|---|---|---|
| Project Planner | Project Planner | [REDACTED] | [REDACTED] | [REDACTED] |
| Quality Assures | Technical Editor | [REDACTED] | [REDACTED] | [REDACTED] |
| Regional Co-ordinator | Project Manager 3 | [REDACTED] | [REDACTED] | [REDACTED] |
| Senior Analyst | Business Analyst | [REDACTED] | [REDACTED] | [REDACTED] |
| Senior Business Consultant | Service Management Consultant | [REDACTED] | [REDACTED] | [REDACTED] |
| Senior Performance Tester | Senior Performance Tester | [REDACTED] | [REDACTED] | [REDACTED] |
| Senior Technical Consultant | CLAS Consultant | [REDACTED] | [REDACTED] | [REDACTED] |
| Service Management Consultant | Service Management Consultant | [REDACTED] | [REDACTED] | [REDACTED] |
| Strategy & Planning Network Architect | Lead Design Specialist | [REDACTED] | [REDACTED] | [REDACTED] |
| Surveyors | Lead/Specialist Engineer | [REDACTED] | [REDACTED] | [REDACTED] |
| Systems Analyst/Designer | Lead/Specialist Engineer | [REDACTED] | [REDACTED] | [REDACTED] |
| Systems Programmer | Test Engineer | [REDACTED] | [REDACTED] | [REDACTED] |
| T&T Assistive Technology Training Consultant | T&T Training Consultant | [REDACTED] | [REDACTED] | [REDACTED] |
| Team Leader | Engineer | [REDACTED] | [REDACTED] | [REDACTED] |
| Technical Architect 1 | Lead Design Specialist | [REDACTED] | [REDACTED] | [REDACTED] |
| Technical Architect 2 | Design Specialist | [REDACTED] | [REDACTED] | [REDACTED] |
| Technical Consultant 1 | Lead/Specialist Engineer | [REDACTED] | [REDACTED] | [REDACTED] |
| Technical Consultant 2 | Consultant | [REDACTED] | [REDACTED] | [REDACTED] |
| Technical Consultant 3 | Test Engineer | [REDACTED] | [REDACTED] | [REDACTED] |
| Technical Design Authority | Lead Design Specialist | [REDACTED] | [REDACTED] | [REDACTED] |
| Technical Editor | Technical Editor | [REDACTED] | [REDACTED] | [REDACTED] |
| Technical Engineer 1 | Lead/Specialist Engineer | [REDACTED] | [REDACTED] | [REDACTED] |
| Technical Engineer 2 | Engineer | [REDACTED] | [REDACTED] | [REDACTED] |
| Technical Executive Analyst | CLAS Consultant | [REDACTED] | [REDACTED] | [REDACTED] |

| Staff Category/Title | Role Description | Discounted | [REDACTED] | [REDACTED] |
|---|---|---|---|---|
| Technical Executive Programme Director | IT Strategy Consultant | [REDACTED] | [REDACTED] | [REDACTED] |
| Technical Strategic Consultant | IT Strategy Consultant | [REDACTED] | [REDACTED] | [REDACTED] |
| Test Consultant | Test Consultant | [REDACTED] | [REDACTED] | [REDACTED] |
| Test Engineer | Test Engineer | [REDACTED] | [REDACTED] | [REDACTED] |
| Test Manager | Test Manager | [REDACTED] | [REDACTED] | [REDACTED] |
| Trainer 1 (Content Specific) | Trainer 1 (Content Specific) | [REDACTED] | [REDACTED] | [REDACTED] |
| Trainer 2 (Content Specific) | Trainer 2 (Content Specific) | [REDACTED] | [REDACTED] | [REDACTED] |
| Trainer 3 (Content Specific) | Trainer 3 (Content Specific) | [REDACTED] | [REDACTED] | [REDACTED] |
| Training consultant | Trainer 1 (Content Specific) | [REDACTED] | [REDACTED] | [REDACTED] |

## Annex 5 – Decommission of Data Centres

1.1. With regards to the decommissioning of the three National Data Centres, the Parties agree that:

1.1.1. the precise requirements for such decommissioning (including, without limitation, the extent to which any Assets may be reused or resold) shall be confirmed by the AUTHORITY to the PROVIDER following the Commencement Date, following which, and subject to paragraphs 1.1.4 and 1.1.5 of this Annex, the PROVIDER shall confirm to the AUTHORITY within ten (10) Working Days (or such other timescale as is reasonably agreed between the Parties) the precise Charges applicable in respect of such decommissioning, together with any additional datacentre hosting charges that are not included within the Monthly Core Service Charge (if any) (the **"Hosting Charges"**), for review and approval by the AUTHORITY;

1.1.2. the PROVIDER shall with the prior written agreement of the AUTHORITY and as directed by the AUTHORITY remove items from the National Data Centres as part of the decommissioning;

1.1.3. the AUTHORITY shall, subject to paragraphs 1.1.4 and 1.1.5, pay the reasonable costs of decommissioning the three National Data Centres (including the Hosting Charges) as approved in accordance with paragraph 1.1.1;

1.1.4. the AUTHORITY's maximum total financial liability in respect of the decommissioning of the three National Data Centres (excluding the Hosting Charges) is, subject to paragraph 1.1.5, [REDACTED] exclusive of VAT (the "**Authority Decommissioning Charges Cap**"). Any additional costs incurred by the PROVIDER in excess of the Authority Decommissioning Charges Cap (excluding the Hosting Charges) in decommissioning the three National Data Centres shall, subject to paragraph 1.1.5, be met by the PROVIDER and in no event shall the PROVIDER be excused from its obligation to complete the decommissioning of the three National Data Centres in the event that the Authority Decommissioning Charges Cap is exceeded;

1.1.5. the Authority Decommissioning Charges Cap shall not apply in the event and to the extent that the decommissioning of the three National Data Centres is not completed before the expiry of the Agreement. In such circumstances, and having regard to the costs already incurred to which the Authority Decommissioning Charges Cap is intended to apply, the Parties shall meet and discuss in good faith what additional Charges (if any) shall be payable by the AUTHORITY in order to complete the decommissioning of the three National Data Centres; and

1.1.6. the Parties acknowledge that the AUTHORITY has commissioned the Decommission of NDC2 under the Previous Contract and any payments made by the AUTHORITY for this work under the Previous Contract shall count towards the Authority Decommissioning Charges Cap as set out in paragraph 1.1.4.

1.2. For the further avoidance of doubt, Clause 68.1 of the Agreement shall not apply to the Decommission of any of the AUTHORITY's Premises and Data Centre Locations set out in Annexes B and C of Schedule 10. In the event that the AUTHORITY requires the PROVIDER to assist with such decommissioning then this will be agreed through the Change Control Procedures.