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APPLICATIONS AND HOSTING SERVICES

CALL OFF SCHEDULE 3

CALL OFF CONTRACT CHARGES, PAYMENT AND INVOICING

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CHARGING AND INVOICING

1 INTRODUCTION

- 1.1 This Call Off Schedule sets out the Call Off Contract Charges, and the pricing, payment and invoicing provisions that apply under this Call-Off Contract, including: (i) in relation to the Implementation Service Charges and the Milestone Payments in relation to payment of the Implementation Service Charges; (ii) Call Off Contract Charges for the Operational Services; (iii) Catalogue Charges; (iv) Day Rates and Rate Card; (v) Exit Assistance Charges; and (vi) Estimated Replacement Costs. Save as otherwise expressly set out in this Call Off Schedule or as otherwise agreed in accordance with Call Off Schedule 14 (Change Control Procedure), the Call Off Contract Charges are inclusive of all costs and expenses incurred by the Supplier in connection with providing the Services in accordance with this Call-Off Contract, and the Customer shall not be charged for any costs of the Supplier to provide the Services unless a specific rate or charge is set out in this Call Off Schedule.
- 1.2 All monetary figures in this Call Off Schedule are exclusive of VAT.
- 1.3 The currency of the Call Off Contract Charges identified in this Call Off Schedule is in Pounds Sterling and all invoices provided under this Call Off Schedule shall be in Pounds Sterling.
- 1.4 In respect of all Call Off Contract Charges that are calculated on a monthly basis, any Call Off Contract Charges for any part month of service provision by the Supplier shall be invoiced pro-rated on a daily basis.
- 1.5 The Parties agree that the Call Off Contract Charges shall not be increased to take account of currency fluctuations.
- 1.6 There shall be no indexation linked increases applied to the Call Off Contract Charges.
- 1.7 There shall be no double or multiple charging between the different Charges set out in this Call Off Schedule.
- 1.8 For the avoidance of doubt no separate Call Off Contract Charges shall be payable by the Customer in respect of:
 - 1.8.1 operational management of the Crown Hosting contract; and
 - 1.8.2 the Authority Management Charge in the Framework Agreement.
- 1.9 The Call Off Contract Charges for such Services set out under Paragraph 1.8 above are included within the Call Off Contract Charges set out in this Call Off Schedule.

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- 1.10 Crown Hosting prices are excluded from this Call Off Schedule, and will be the responsibility of the Customer. The Supplier will act as the operational agency manager in respect of Crown Hosting as set out in Call Off Schedule 2 (Services).
- 1.11 The Parties acknowledge that the Fixed Service Charges are based on the baselines as more particularly described in Paragraph 3.1.3 below.

2 IMPLEMENTATION SERVICE CHARGES AND MILESTONE PAYMENTS

2.1 Implementation Service Charges

2.1.1 Scope of Implementation Service Charges and Cost Allocation

- 2.1.1.1 The Implementation Service Charges shall be paid to the Supplier with respect to the Supplier's provision of the Implementation Services and the delivery of the agreed Implementation Plan. The Implementation Service Charges are set out in Annex 1 to this Call Off Schedule.
- 2.1.1.2 The Supplier's cost for the Implementation Services (including delivery of the Outline Implementation Plan, all management and administration costs, technical staff costs, and expenses, and all testing activities performed in relation to the Implementation Services under the Implementation Plan) have been included in the Implementation Service Charges.
- 2.1.1.3 The Supplier confirms that the Implementation Service Charges include the purchase or licence costs, assignment, novation or transfer, as applicable (as more particularly described in Call Off Schedule 9 (Software and Assets) or as set out elsewhere in the Call Off Contract) required to provide the Services under this Call Off Contract. For the avoidance of doubt, unless described as being Supplier Procured Software in Call Off Schedule 9 (Software and Assets), the Software licence and support purchase costs payable to a third party in respect of such licences and support are the responsibility of the Customer.

2.1.2 Payment Mechanism, Frequency and Invoicing

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2.1.2.1 **Payment Mechanism:** The Implementation Service Charges are payable as Milestone Payments in accordance with Paragraphs 2.1.2.2, 2.1.3 and 15 below.

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

2.1.2.3 **Invoicing:**

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

3 CALL OFF CONTRACT CHARGES FOR OPERATIONAL SERVICES

Subject to Paragraph 15 below, the Call Off Contract Charges set out in Paragraphs 3.1 to 3.3 below shall apply in respect of the Operational Services.

3.1 Fixed Service Charges

3.1.1 Scope of Fixed Service Charges and Cost Allocation

3.1.1.1 The Fixed Service Charges shall be paid to the Supplier with respect to the Supplier's costs incurred in relation to the provision of the Services provided by the Supplier under this Call-Off Contract. The Fixed Service Charges applicable after Final Operational Service Commencement Date have been Achieved are set out in Annex 2 to this Call Off Schedule and they shall not change during the Call Off Contract Period save as otherwise provided in Paragraph 3.1.3 below or as agreed by the Parties in accordance with Call Off Schedule 14 (Change Control Procedure). The Fixed Service Charges applicable from the Achievement of the relevant Operational Service Commencement Date prior to Final OSCD shall reflect the actual cost incurred at each such Achieved OSCD and shall be a percentage of the Annex 2 Fixed Service Charges and no greater than the Annex 2 Fixed Service Charges.

3.1.1.2 The Supplier's costs and Overhead for the management and support of the Services (including administration, governance, subcontractor management, regulatory compliance and reporting, costs relating to all shared equipment, costs for all

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licences, costs relating to third party support and maintenance agreements (including the Third Party Contracts identified in Call Off Schedule 9 (Software and Assets)) have been included in the Fixed Service Charges. The Fixed Service Charges also include pricing for the ITA Service Requirements including identifying any pricing elements of the ITA Service Requirements that need to be agreed through Call Off Schedule 14 (Change Control Procedure). For the avoidance of doubt, unless described as being Supplier Procured Software in Call Off Schedule 9 (Software and Assets), the Software licence and support purchase costs payable to a third party in respect of such licences and support are the responsibility of the Customer.

3.1.1.3 The Fixed Service Charges include the Services and running costs in respect of changes applicable to the scope of the Services agreed under the COMPASS contract between the date on which the Supplier fixed its baselines on the basis of the Due Diligence Information and the Call Off Commencement Date.

3.1.1.4 Where the Supplier is required to provide assistance in relation to Call Off Schedule 15 (Data Protection) and Clause 35.7 and where the level of effort required by the Supplier to provide such assistance is at an unreasonable level, the Customer will meet the Supplier's reasonable costs in relation thereto. The Supplier shall use its reasonable endeavours to notify the Customer in advance of such costs and on an on-going basis as they become known and all such costs shall be reviewed in accordance with the operational governance provided for in the Call Off Contract.

3.1.2 Payment Mechanism, Frequency and Invoicing

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

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

3.1.2.3 Invoicing: The Supplier shall be entitled to invoice the Call Off Contract Charges under this Paragraph 3.1 in accordance with Paragraphs 14 and 15 below

3.1.3 Fixed Service Charges Baselines

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

3.1.3.2 The Supplier Solution will match or exceed the maximum baselines and to match or lower the minimum baselines set out below. Any changes to the maximum and minimum baselines identified in the table below, that are identified and agreed during Implementation shall be updated in the table below.

	Actual – Sep 2017	Min	Max
Users			
Overall Users *	6,120		
Number of CPSD Users	143		
Number of WMS Users	1,615		
Number of Blackberry Users	574		
Number of MIS Users	218		

* The number for the Overall Users was taken from the Active Directory User Report selecting Users with an account type of CPS or Police, but excluding WMS Users in the WMS OU (Organizational Unit within AD), whose AD account is enabled, and who have logged in within the last 2 months.

3.1.3.3 The baselines identified in the table above are those that were identified at the Call Off Commencement Date. The Fixed Service Charges in Annex 2 to this Call Off Schedule will remain the same against these baselines in the table above provided the Customer stays within the minimum and maximum thresholds set

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out. Should these baselines go outside of these minimum and maximums (as reported in any Finance Report), either Party can initiate a commercial discussion on whether there is any impact to the Call Off Contract Charges or Supplier Solution. Both Parties shall use commercially reasonable endeavours to agree a resolution. Any agreed changes shall be subject to Call Off Schedule 14 (Change Control Procedure)

3.2 **Commodity Unit Charges (if applicable)**

3.2.1 **Scope of Commodity Unit Charges and Cost Allocation**

3.2.1.1 The Commodity Unit Charges shall be paid to the Supplier with respect to the Customer's usage of the relevant unit cost drivers and baselines set out or referenced in Annex 3 to this Call Off Schedule. If the number of units increases or decreases at any time after the Achievement of the relevant Operational Service Commencement Date, the Commodity Unit Charges shall increase or decrease, as applicable, by a corresponding amount as per the unit prices set out in Annex 3 to this Call Off Schedule.

3.2.1.2 Each Commodity Unit Charge is fixed for the Call Off Contract Period.

3.2.2 **Payment Mechanism, Frequency and Invoicing**

3.2.2.1 **Payment Mechanism:** The Commodity Unit Charges are payable on a Monthly basis in accordance with Paragraph 3.2.2.2 below.

3.2.2.2 **Frequency:** The Supplier shall be entitled to commence invoicing the Commodity Unit Charges in arrears at the end of the first calendar Month from the Achievement of the relevant Operational Service Commencement Date and, thereafter, monthly in arrears until the end of the Call Off Contract Period.

3.2.2.3 **Invoicing:** The Supplier shall be entitled to invoice the Commodity Unit Charges under this Paragraph 3.2 in accordance with Paragraphs 14 and 15 below.

3.2.3 **Commodity Unit Charges Baselines**

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- 3.2.3.1 The Customer acknowledges that if the storage and the number of virtual machines (VMs) increases from the commodity baselines identified in Annex 3 to this Call Off Schedule then the Commodity Unit Charges in Annex 3 to this Call Off Schedule will apply for all such additional storage and/or numbers of VMs consumed / used. For the avoidance of doubt, for volumes above the baselines set out in Annex 3 to this Call Off Schedule such additional Commodity Unit Charges shall increase or decrease according to use.
- 3.2.3.2 The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.

3.3 Third Party Charges (if applicable)

3.3.1 Scope of Third Party Charges and Cost Allocation

- 3.3.1.1 If Third Party Charges are identified in Annex 4 to this Call Off Schedule, the Third Party Charges shall be paid to the Supplier with respect to the Supplier's third party costs incurred in relation to the provision of the Services provided by the Supplier under this Call Off Contract. The Third Party Charges are set out in Annex 4 to this Call Off Schedule.
- 3.3.1.2 The Supplier's cost for all third party costs incurred in the provision of the Services which are not already covered in the Implementation Service Charges, Fixed Services Charges, Commodity Unit Charges and Catalogue Charges (will be included in the Third Party Charges.

3.3.2 Payment Mechanism, Frequency and Invoicing

- 3.3.2.1 **Payment Mechanism:** The Third Party Charges are payable on a monthly basis in accordance with Paragraph 3.3.2.2 below.
- 3.3.2.2 **Frequency:** Subject to Paragraph 3.5 below, the Supplier shall be entitled to commence invoicing the Third Party Charges in arrears at the end of the first calendar month from the Achievement of the relevant Operational Service Commencement Date or other applicable date agreed by the Parties and, thereafter,

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monthly in arrears until the end of the Call Off Contract Period.

- 3.3.2.3 **Invoicing:** The Supplier shall be entitled to invoice the Charges under this Paragraph 3.3 in accordance with Paragraphs 14 and 15 below.

4 CATALOGUE CHARGES

- 4.1 The Service Catalogue is set out in Annex 5 to this Call Off Schedule along with the related Catalogue Charges applicable at the Call Off Commencement Date for the items identified in the Service Catalogue. For the avoidance of doubt, all costs associated with testing the Services during the Implementation Phase shall be set out and included in the Implementation Service Charges.
- 4.2 At the time the Customer orders an item from the Service Catalogue, the Supplier shall provide the item to the Customer at the agreed price set out in the Service Catalogue.
- 4.3 The Catalogue Charges in Annex 5 to this Call Off Schedule may change from time to time during the Call Off Contract Period in accordance with and subject to with Call Off Schedule 14 (Change Control Procedure).
- 4.4 The Supplier shall collate all Catalogue Charges incurred in any month and issue an invoice monthly in arrears to the Customer. The Supplier shall issue with each invoice a supporting spread-sheet itemising all procured items from the Service Catalogue during the previous calendar month.

5 RATE CARD, EXPENSES AND VOLUME SENSITIVITY DISCOUNTS

- 5.1 Subject to Paragraph 5.2 below, the Supplier shall not be entitled to be reimbursed by the Customer for travel and subsistence (e.g. hotel and food) expenses incurred in the performance of the Services, except where specified otherwise in this Call Off Schedule. Any expenses will only be agreed with the prior written permission of the Customer (including in the applicable Impact Assessment) and will be subject to the Customer's Travel and Subsistence Policy and the Customer's Expenses Policy, as amended from time to time.
- 5.2 The Supplier shall only be entitled to charge expenses under Paragraph 5.1 above to the Customer to the extent that they are incurred in connection with the Supplier providing Services under the Rate Card to the Customer. The Supplier shall authorise its expenses in line with its own procedures and in invoicing the Supplier shall state that they are bona fide expenses.

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- 5.3 The Day Rates in Annex 6 (Rate Card) to this Call Off Schedule shall apply to any chargeable changes which are to be carried out on a time and materials basis as expressly specified in this Call-Off Contract.
- 5.4 The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.
- 5.5 The Supplier shall only be entitled to charge the Day Rates applicable in Annex 6 to this Call Off Schedule to the level of skill and experience reasonably required to fulfil a particular task (whether or not the Supplier has to use more senior personnel or a higher skill grade).
- 5.6 The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.
- 5.7 The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.
- 5.8 The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.
- 5.9 The Call Off Contract Charges payable for the implementation of chargeable changes agreed pursuant to the Change Control Procedure shall be in accordance with the Rate Card set out in Annex 6 to this Call Off Schedule.
- 5.10 The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000..

6 EXIT ASSISTANCE CHARGES

- 6.1 Unless otherwise stated in this Call-Off Contract:
 - 6.1.1 Exit Assistance requested by the Customer shall be at no cost or charge to the Customer if it is expressly stated that this is the case elsewhere in this Call Off Contract or if it is within the scope of an activity already covered by the Charges or is of general nature in accordance with Exit Assistance obligations of the Supplier under this Call Off Contract;
 - 6.1.2 The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.
- 6.2 For the avoidance of doubt, all Charges for Exit Assistance shall be to the account of Supplier if such Exit Assistance relate to a termination by the Customer for the Default of the Supplier under this Call Off Contract.
 - 6.2.1 The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.
 - 6.2.2

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7 DECOMMISSIONING COSTS

- 7.1 On expiry of the Call Off Contract Period of this Call Off Contract or on the relevant termination date if terminated earlier, the Customer shall be entitled to request in writing that the Supplier decommission all or part of the Transferring In Assets, the Supplier Procured Assets or the Supplier Exclusive Assets and if so specified by the Customer, the Supplier shall decommission such assets.
- 7.2 The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.

8 ESTIMATED REPLACEMENT COSTS

- 8.1 If the Customer requires, at its sole discretion, any of the Transferring In Assets listed in Call Off Schedule 9 (Software and Assets) to be replaced, the Supplier shall use its commercially reasonable endeavours to procure the relevant equipment to replace such Transferring In Assets (by using new or used replacement equipment, as agreed with the Customer). The decision to replace any of the Transferring In Assets is at the sole discretion of the Customer.

9 RISK PAYMENTS AND DEPENDENCIES PAYMENTS

- 9.1 If a Risk listed in Annex 8 to this Call Off Schedule occurs during the Call Off Contract Period and the Customer requires the Supplier's assistance to address such Risk, the Parties shall meet and agree in good faith the cost of addressing such Risk and such cost shall be payable by the Customer to the Supplier provided the Supplier has taken the mitigation / solution steps identified against the relevant Risk in Annex 8 to this Call Off Schedule.
- 9.2 For the avoidance of doubt, the Supplier confirms that all other risks (other than the Risks set out in Annex 8 to this Call Off Schedule) that could or do arise during the Call Off Contract Period are included within and covered by the Call Off Contract Charges in this Call Off Schedule. Nothing in this Paragraph 9.2 shall prevent any such other risks that arise being dealt with in accordance with the governance procedure and, if agreed, the Change Control Procedure under this Call Off Contract.
- 9.3 The Dependencies which are accepted by the Customer by the Call Off Commencement Date are set out in Annex 8 to this Call Off Schedule. The Customer acknowledges that the Call Off Contract Charges are based upon these Dependencies being fulfilled. For the avoidance of doubt, the Supplier shall not be able to rely on any other dependencies set out in this Call Off Contract unless such dependencies are set out in Annex 8 to this Call Off Schedule. Nothing in this Paragraph 9.3 shall prevent any such other

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dependencies that arise being dealt with in accordance with the governance procedure and, if agreed, the Change Control Procedure under this Call Off Contract.

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

10 DELAY PAYMENTS

- 10.1 Delay Payments shall apply in accordance with Paragraph 7.13 of the Order Form.

- 10.2 NOT USED

- 10.3 NOT USED.

- 10.4 Without prejudice to the Customer's other rights and remedies under this Call Off Contract, Delay Payments shall apply as follows:

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

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

11 CONTRACT EXTENSION

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

12 BASE CASE FINANCIAL MODEL

- 12.1 The pro-forma Base Case Financial Model is set out in Annex 9 to this Call Off Schedule.

- 12.2 The contents of Annex 9 to this Call Off Schedule shall be for information purposes only and shall not be binding. Such Annex shall not take precedence over any of the other parts of this Call Off Schedule.

13 SUPPORTING DOCUMENTATION

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

Addresses for invoices

All written correspondence relating to invoices shall be submitted to:

DTS ICT Financial Team

Crown Prosecution Service

Rose Court

2 Southwark Bridge

London SE1 9HS

Email: ICT.Invoices@cps.gov.uk

14 SUBMISSION OF INVOICES

- 14.1 The Supplier shall be entitled to raise an invoice in respect of any payment which falls payable to the Supplier by the Customer pursuant to this Call-Off Contract.

- 14.2 The Customer shall issue the Supplier with a purchase order electronically (including by email) or via the Customer's Purchase to Pay system (once available). The Supplier shall have the ability to submit electronic invoices (including by email) to the Customer, and shall do so in respect of such elements of the Services as specified by the Customer. Without prejudice to the foregoing, the Supplier hereby acknowledges and agrees that the Customer may require the submission of invoices and credit notes via its Purchase to Pay system raised in connection with this Call Off Contract as the Customer may reasonably require subject always to the constraints of the Supplier's billing systems. All invoices shall be submitted monthly in arrears.

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

DTS ICT Financial Team

Crown Prosecution Service

Rose Court

2 Southwark Bridge

London SE1 9HS

Email: ICT.Invoices@cps.gov.uk

- 14.3 Invoices for Milestone Payments shall be raised by the Supplier on receipt of a Satisfaction Certificate from the Customer.

15 INVOICING PROCEDURE

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- 15.1 The Supplier shall ensure that each invoice contains the information set out in this Paragraph 15.
- 15.2 The Supplier shall ensure that unless otherwise provided each invoice contains the following information:
- 15.2.1 the date of the invoice;
 - 15.2.2 a unique invoice number;
 - 15.2.3 the Service Period or other period(s) to which the relevant Charge(s) relate;
 - 15.2.4 the reference number for this Call Off Contract;
 - 15.2.5 the reference number of the purchase order to which it relates (if any);
 - 15.2.6 the dates between which the Services subject of each of the Call Off Contract Charges detailed on the invoice were performed;
 - 15.2.7 any payments due in respect of the Achievement of a Milestone;
 - 15.2.8 the total Call Off Contract Charges gross and net of any applicable deductions and, separately, the amount of any disbursements properly chargeable to the Customer under the terms of this Call Off Contract and, separately, any VAT or other sales tax payable in respect of the same;
 - 15.2.9 details of any agreed Service Credits or Delay Payments or similar deductions that shall apply to the Call Off Contract Charges detailed on the invoice;
 - 15.2.10 any other adjustment agreed between the Parties as applying to the relevant Service Period; the Supplier shall automatically credit the Customer with any other adjustment in the next invoice then due to be issued under this Call Off Contract;
 - 15.2.11 reference to any reports required by the Customer in respect of the Services to which the Call Off Contract Charges detailed on the invoice relate (or in the case of reports issued by the Supplier for validation by the Customer, then to any such reports as are validated by the Customer in respect of the Services); such reports shall not be included within the invoice and supporting documentation as required by the Customer will be provided by separate cover;
 - 15.2.12 a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries (which may be provided separately from the invoice with the Customer's Approval) provided always that such queries have first been raised via the Supplier's self-service billing portal and that the

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ticket reference from the Supplier's self-service billing portal is provided; and

- 15.2.13 the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number).

16 INVOICE PAYMENT AND DISPUTES

- 16.1 Unless otherwise stated in this Call-Off Contract, payment will be made by the Customer within thirty (30) calendar days of receipt of a valid and correct invoice and in accordance with the provisions of this Call Off Schedule.

- 16.2 The Customer may dispute, in good faith, any amount specified in an invoice. In these circumstances:

16.2.1 The Customer shall within fifteen (15) calendar days of receipt by it of the disputed invoice notify the Supplier of the reasons for disputing the disputed amount; and

16.2.2 The Supplier shall promptly issue a credit note in respect of the disputed amount and if the credit note correctly refers to the disputed sum and is received on or before the fifth Working Day before the end of the calendar month the Customer shall pay the amount set out in the invoice less the amount set out in the credit note on or before the last Working Day of the calendar month. Otherwise, the Customer shall pay the undisputed amount as soon as reasonably possible on or before the fifth Working Day following receipt of the credit note.

- 16.3 The Customer and the Supplier shall use all reasonable endeavours to resolve any dispute over invoices within fifteen (15) calendar days of the dispute being raised in accordance with the procedures set out in Call Off Schedule 13 (Dispute Resolution Procedure), after which period either Party may refer the matter for resolution in accordance with Call Off Schedule 13 (Dispute Resolution Procedure). Where a Dispute in relation to a disputed invoice is subsequently resolved:

16.3.1 the Supplier shall within fifteen (15) calendar days submit a new invoice for the corrected amount which the Customer shall pay as soon as reasonably possible, if received on or before the fifth Working Day before the end of the month in which the disputed invoice was originally issued, or

16.3.2 in the event that the original invoice is resolved to have been correct, for the purposes of Paragraph 16.1, the date of receipt of the invoice shall be taken to be the date on which the dispute is agreed by the Parties to have been resolved, and

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16.3.3 the thirty (30) calendar day period referred to in Paragraph 16.1 shall be replaced with a fifteen (15) calendar day period provided that the resulting date by which payments is to be made is not earlier than thirty (30) calendar days after receipt of the original invoice.

17 FINANCE REPORTS

17.1 Within twenty (20) Working Days of the Call Off Commencement Date, the Supplier shall provide the Customer with an outline of the Finance Report template and details of how the process in respect of the financial monitoring and reporting will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

17.2 Such Finance Report shall contain, as a minimum, the following information in respect of the relevant month (during the Implementation Period) or Service Period just ended:

17.2.1 Invoice Schedule: issued and outstanding;

17.2.2 Actual numbers against the base lines under Paragraph 3 of this Call Off Schedule;

17.2.3 Trend Analysis;

17.2.4 The Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate;

17.2.5 Availability; (this is a copy of information contained in the Service Report)

17.2.6 Change Requests for management awareness;

17.2.7 Commercial risks register;

17.2.8 Commercial issues log;

17.2.9 Tracking of volume sensitivity as referred to in Paragraph 5.9 of this Call Off Schedule; and

17.2.10 Such other details as the Customer may reasonably require from time to time.

17.3 The Finance Report shall be provided in accordance with the timeline set out in Paragraph 15 Annex 1 to Part A of Schedule 6 (Service Levels, Service Credits and Performance Monitoring).

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ANNEX 1
IMPLEMENTATION SERVICE CHARGES

The Implementation Service Charges are made up of the Payment Milestones set out in the table below:

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

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FIXED SERVICE CHARGES****SERVICE: DATA HOSTING**

The Fixed Service Charges applicable from the Achievement of the relevant Operational Service Commencement Date prior to Final OSCD shall be in accordance with Paragraph 3.1.1.1. of this Call Off Schedule.

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

Year 1 running costs: £7,727,196.65

Year 2 running costs £7,120,895.17

Total: £14,848,091.82

SERVICE: DATA HOSTING

Service	Service Description	Fixed Monthly Unit Charge
Data Hosting Services	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.	
Data Hosting Services		
Data Hosting Services		

SERVICE: DATA HOSTING

Service	Service Description	Fixed Monthly Charge
Data Hosting Services	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.	

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Service	Service Description	Fixed Monthly Charge
Service Provision (and Support)	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.	
Application Development		

ADDITIONAL LICENSING AND MANAGEMENT

Service	Service Description	Fixed Monthly Charge
This covers all costs and licence fees in relation to the provision of the Supplier Procured Software by the Supplier in accordance with Call Off Schedule 9 (Software and Assets)	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.	

IT ACCESSIBILITY SERVICE

Service	Service Description	Fixed Monthly Charge
IT Accessibility Service	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.	

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SECURITY

Service	Service Description	Fixed Monthly Charge
Security	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.	

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Service	Service Description	Fixed Monthly Charge
OTHER COSTS FOR STAFF RESOURCES	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.	
OTHER COSTS FOR NON-STAFF RESOURCES	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.	

ITA Requirements

Reference ID	Requirement	Status
APPS/R/ITAREQ/001	The Supplier will provide consultancy to the Customer and analytical assessments themselves or shall recommend the engagement of reputable Sub-Contractors or third parties. The Supplier shall ensure a robust testing plan of all ITA related solutions is undertaken prior to the provision being made available to the User to reduce the likelihood of post implementation issues.	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.
APPS/R/ITAREQ/002	The Supplier will provide a dedicated single point of contact to work with the Customer to seek out and implement ITA solutions within agreed timescales (usually no more than 50 days from the date of the Customer raising a request or Order) and to agree an approach to undertake user testing to mitigate post implementation issues of the provision.	
APPS/R/ITAREQ/003	The Supplier will work with the Customer to agree an approach for more complex ITA requirements including continuous improvement and investigation for ITA Users.	

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Reference ID	Requirement	Status
APPS/R/ITAREQ/004	When providing the Service Catalogue, the Supplier shall include ITA products and services to enable prompt delivery of recurring ITA requests.	
APPS/R/ITAREQ/005	The Supplier will provide a service for new ITA requests and those inflight or previously implemented where User needs identify further requirements or fixes. This includes incident investigation and resolution relating to previously delivered ITA Software and Hardware.	
APPS/R/ITAREQ/006	The Supplier will identify solutions to meet ITA requests, including the procurement, planning and delivery of solutions and reporting on compatibility issues of provision and Customer ITA solutions and provide options to meet the user and business needs of delivering the provision.	
APPS/R/ITAREQ/007	The Supplier will build, install and test solutions to ensure compatibility where Customer Assets and Software are upgraded, replaced, developed or implemented.	
APPS/R/ITAREQ/008	The Supplier will provide associated training for ITA solutions to enable Users to fully utilise their solutions, at agreed times with the Users and will provide associated training materials for all provision specifically for ITA Users to the Customer.	
APPS/R/ITAREQ/009	The Supplier shall ensure new developments are utilised to improve the User experience, including but not limited to upgrades to Dragon and JAWS Software.	
APPS/R/ITAREQ/010	The Supplier will conduct quarterly end of life reviews on ITA related products supplied by the Supplier, and provide the results of such reviews including an impact assessment for the User, and where	

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Reference ID	Requirement	Status
	applicable, schedule User testing of any upgrades.	
APPS/R/ITAREQ/011	The Supplier will build, install and test solutions to meet ITA user and business needs as part of the provision or as a separate stream only if agreed by the Customer.	
APPS/R/ITAREQ/012	The Supplier will provide Documentation of all ITA User needs, solutions, end of life services or support, and lessons learned.	
APPS/R/ITAREQ/013	The Customer is entitled to require the Supplier to provide solutions for new or existing key ITA Users out of Working Hours.	
APPS/R/ITAREQ/014	The Supplier will attend monthly reviews of the ITA service with the Customer to review the performance of the service including activity delivered or in flight; lessons learned; risks and issues outstanding; financial spend; minutes; action trackers and agree to act on any corresponding actions.	

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COMMODITY UNIT CHARGES**

There are commodity hosting Call Off Contract Charges for servers in excess of the baselines identified in the table below. Such Call Off Contract Charges shall be based on per hour billing.

The storage baseline is defined in Annex 2 “Data Hosting Storage” (i.e., 211 TB) shall be based on average consumption over the month, above the storage baseline.

The Parties have agreed to identify any capacity constraints to the Supplier Solution as a Deliverable under the Detailed Implementation Plan.

Service Heading	Service Component	Unit charge (per month)
Data Hosting	Data Hosting	The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000.
Data Hosting	Data Hosting	

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**ANNEX 4
THIRD PARTY CHARGES**

There are no Third Party Charges at the Call Off Commencement Date.

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**ANNEX 5
CATALOGUE CHARGES**

There are no Catalogue Charges at the Call Off Commencement Date.

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**ANNEX 6
RATE CARD**

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

**ANNEX 7
ESTIMATED REPLACEMENT COSTS**

NOT USED.

**ANNEX 8
RISKS / DEPENDENCIES**

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

**ANNEX 9
PRO FORMA BASE CASE FINANCIAL MODEL**

**ANNEX 10
EXIT – NON-CHARGEABLE ACTIVITIES**

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

**ANNEX 11
COMMERCIALLY SENSITIVE INFORMATION**

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- 1 Without prejudice to the Customer's general obligation of confidentiality, the Parties acknowledge that the Customer may have to disclose Information in or relating to this Call-Off Contract following a Request for Information.
- 2 Without prejudice to the Customer's obligation to disclose Information in accordance with FOIA, the Customer will consider in good faith whether it is appropriate to apply the commercial interests exemption set out in s.43 of FOIA to the following Information:

Items	Duration of Confidentiality
The breakdown of pricing information, including but not limited to the financial model, rate card, input costs, capital and operating costs, overheads, revenue, margins and profits (including anticipated profits) relating to the Supplier and its sub-Suppliers and suppliers provided by the Supplier as part of its response(s) to the further competition undertaken to award this Call-Off Contract, and whether or not included in this Call-Off Contract.	7 years from the expiration or earlier termination (howsoever occasioned) of the Call-Off Contract.
How any payments due to the Supplier on the termination of the whole or any part of services delivered or to be delivered under and pursuant to this Call-Off Contract are, or will be, calculated, and on an on-going basis, whether included by the Supplier in its response to the further competition undertaken to award this Call-Off Contract or included in the Call-Off Contract However, this excludes the actual amounts of such payments.	7 years from the expiration or earlier termination (howsoever occasioned) of the Call-Off Contract.
Any financial data and information relating to the Supplier's business as a whole, or relating to the financial standing of the Supplier (including, without limitation, any Supplier financial data and information relating to UK Government provisions or requirements for dealing with a supplier's financial distress) provided by the Supplier as part of its response(s) to the further competition undertaken to award this Call-Off Contract, and whether or not included in this Call-Off Contract.	7 years from the expiration or earlier termination (howsoever occasioned) of the Call-Off Contract.
The cover and amounts of the Supplier's insurances, but excluding confirmation that the levels of insurance are equal to or in excess of the levels required in the Call-Off Contract.	7 years from the expiration or earlier termination (howsoever occasioned) of the Call-Off Contract.
Technical details of the Supplier's Solution (including, without limitation the architecture, infrastructure, topology, network diagrams, Source Code (unless expressly	7 years from the expiration or earlier termination

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required elsewhere in the Call off Contract), / provided by the Supplier as part of its response(s) to the further competition undertaken to award this Call-Off Contract, and whether or not included in this Call-Off Contract, but excluding any documents explicitly set out in the Call-Off Contract as being deliverables to the Customer or (subject to the aforementioned) high level technical documents required by the Customer to engage with third parties.	(howsoever occasioned) of the Call-Off Contract.
All Personal Data related to Supplier Personnel.	7 years from the expiration or earlier termination (howsoever occasioned) of the Call-Off Contract.
Reports provided to the Customer, Service Credits and Delay Payments paid by the Supplier provided that such information may be shared with any Crown Body or Central Government Body.	7 years from the expiration or earlier termination (howsoever occasioned) of the Call-Off Contract.
Any Disputes involving the Supplier provided that such information may be shared with any Crown Body or Central Government Body;	7 years from the expiration or earlier termination (howsoever occasioned) of the Call-Off Contract.
The Security Management Plan provided by the Supplier.	7 years from the expiration or earlier termination (howsoever occasioned) of the Call-Off Contract.