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**RM6100 Technology Services 3 Agreement
Framework Schedule 4 - Annex 1
Lots 2, 3 and 5 Order Form**

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated **16/06/2021** between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website [RM6100 Technology Services 3](#). The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports;

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

1. the Framework, except Framework Schedule 18 (Tender);
2. the Order Form;



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3. the Call Off Terms; and
4. Framework Schedule 18 (Tender).

Section A General information

Contract Details

Contract Reference: 7114498450 (DInfoComm/0260).

Contract Title: Provision of ADS Security Operating Centre (SOC) Support.

Contract Description: Provision of ADS SOC Support.

Contract Anticipated Potential Value: this should set out the total potential value of the Contract £1,386,127.60 (Ex VAT)

Estimated Year 1 Charges: £755,497.60 (Ex VAT)

Commencement Date: this should be the date of the last signature on Section E of this Order Form 01 Nov 2024 (Transition to start 30 Sept 2024).

Buyer details

Buyer organisation name Army
D Info Commercial

Billing address

Your organisation's billing address - please ensure you include a postcode
[REDACTED]

Buyer representative name

The name of your point of contact for this Order
[REDACTED]



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Buyer representative contact details

Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

[REDACTED]

Buyer Project Reference

Please provide the customer project reference number. 7114498450
(DInfoCom/0260)

Supplier details

Supplier name

The supplier organisation name, as it appears in the Framework Agreement
Deloitte LLP

Supplier address

Supplier's registered address
[REDACTED]

Supplier representative name

The name of the Supplier point of contact for this Order
[REDACTED]

Supplier representative contact details

Email and telephone contact details of the supplier's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

[REDACTED]

Order reference number or the Supplier's Catalogue Service Offer Reference Number

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number. [Click here to enter text.](#)

Guarantor details

Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.



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Guarantor Company Name

The guarantor organisation name

Not Applicable

Guarantor Company Number

Guarantor's registered company number

Not Applicable

Guarantor Registered Address

Guarantor's registered address

Not Applicable

Section B Part A – Framework Lot

Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2, 3 and/or 5. Where Lot 1 is also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.

- | | |
|--|-------------------------------------|
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN | <input type="checkbox"/> |
| 2. TRANSITION & TRANSFORMATION | <input type="checkbox"/> |
| 3. OPERATIONAL SERVICES | |
| a: End User Services | <input type="checkbox"/> |
| b: Operational Management | <input checked="" type="checkbox"/> |
| c: Technical Management | <input type="checkbox"/> |
| d: Application and Data Management | <input type="checkbox"/> |
| SERVICE INTEGRATION AND MANAGEMENT | |
| 5. | <input type="checkbox"/> |



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Part B – The Services Requirement

Commencement Date

See above in Section A

Contract Period

Guidance Note – this should be a period which does not exceed the maximum durations specified per Lot below:

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
3	60 (5)

Initial Term Months

21 (twenty-one) Months

Extension Period (Optional) Months 12

(twelve) Months

Minimum Notice Period for exercise of Termination Without Cause

(Calendar days) *(see Clause 35.1.9 of the Call-Off Terms)*

30 (thirty)

Sites for the provision of the Services

Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third party premises.

The Supplier shall provide the Services from the following Sites:

Please refer to Annex B: Statement of Requirement

Buyer Premises:

Ramilies Bldg, Army HQ, Monxton Road, Andover SP11 8HT

Supplier Premises:

Not Applicable

Third Party Premises:

Not Applicable

Buyer Assets

Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms



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Corporate laptop and email system (MODNET), network connectivity, access to relevant IT systems within Army HQ

Please refer to Annex B: Statement of Requirement

Additional Standards

Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.

Please refer to Annex B: Statement of Requirement

Buyer Security Policy

Guidance Note: where the Supplier is required to comply with the Buyer's Security Policy then append to this Order Form below.

JSP 440, The Defence Manual of Security, Resilience and Business Continuity.

Buyer ICT Policy

Guidance Note: where the Supplier is required to comply with the Buyer's ICT Policy then append to this Order Form below.

JSP 604, Defence Manual for Information and Communications Technology (ICT).

Insurance

Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.

Third Party Public Liability Insurance (£) – Not Applicable

Professional Indemnity Insurance (£) – Not Applicable

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

Provision of use of a Corporate laptop and email system (MODNET), network connectivity, access to relevant IT systems within Army HQ

Please refer to Annex B: Statement of Requirement

Goods

Guidance Note: list any Goods and their prices.

Not Applicable



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Governance – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	<input checked="" type="checkbox"/>
Part B – Long Form Governance Schedule	<input type="checkbox"/>

The Part selected above shall apply this Contract.

Change Control Procedure – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of change control. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is no requirement to include a complex change control procedure where operational and fast track changes will not be required.

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	<input checked="" type="checkbox"/>
Part B – Long Form Change Control Schedule	<input type="checkbox"/>

The Part selected above shall apply this Contract. Where Part B is selected, the following information shall be incorporated into Part B of Schedule 5 (Change Control Procedure):

- for the purpose of Paragraph 3.1.2 (a), the figure shall be £ Not Applicable; and
- for the purpose of Paragraph 8.2.2, the figure shall be £ Not Applicable.



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Section C

Part A - Additional and Alternative Buyer Terms

Additional Schedules and Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.

Part A – Additional Schedules

Guidance Note: Tick any applicable boxes below

Additional Schedules	Tick as applicable
S1: Implementation Plan	<input type="checkbox"/>
S2: Testing Procedures	<input type="checkbox"/>
S3: Security Requirements (either Part A or Part B)	Part A <input checked="" type="checkbox"/> or Part B <input type="checkbox"/>
S4: Staff Transfer	<input checked="" type="checkbox"/>
S5: Benchmarking	<input type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input type="checkbox"/>
S7: Continuous Improvement	<input type="checkbox"/>
S8: Guarantee	<input type="checkbox"/>
S9: MOD Terms	<input checked="" type="checkbox"/>

Part B – Additional Clauses

Guidance Note: Tick any applicable boxes below

Additional Clauses	Tick as applicable
C1: Relevant Convictions	<input checked="" type="checkbox"/>
C2: Security Measures	<input checked="" type="checkbox"/>
C3: Collaboration Agreement	<input type="checkbox"/>

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

Part C - Alternative Clauses

Guidance Note: Tick any applicable boxes below

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	<input type="checkbox"/>
Northern Ireland Law	<input type="checkbox"/>
Joint Controller Clauses	<input type="checkbox"/>

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.



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Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A

Additional Schedule S3 (Security Requirements)

Guidance Note: where Schedule S3 (Security Requirements) has been selected in Part A of Section C above, then for the purpose of the definition of "Security Management Plan" insert the Supplier's draft security management plan below. Please see Attachment 12 below – Deloitte_Draft Security Management Plan

Additional Schedule S4 (Staff Transfer)

Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of "Fund" in Annex D2 (LGPS) of Part D (Pension) insert details of the applicable fund below.

Part C (No Staff Transfer on the Commencement Date) and Part E (Staff Transfer on Exit)

Additional Clause C1 (Relevant Convictions)

Guidance Note: where Clause C1 (Relevant Convictions) has been selected in Part A of Section C above, then for the purpose of the definition of "Relevant Convictions" insert any relevant convictions which shall apply to this contract below.

Not Applicable

Additional Clause C3 (Collaboration Agreement)

Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.

Not Applicable

An executed Collaboration Agreement shall be delivered from the Supplier to the Buyer within the stated number of Working Days from the Commencement Date:

Not Applicable

Section D Supplier Response

Commercially Sensitive information

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*



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Any information relating to: personal information (CV's, contact details etc.); pricing and details of Supplier's cost base; insurance arrangements; proprietary information; and/or approach and/or methodologies, is commercially sensitive/confidential and exempt from disclosure under the Freedom of Information Act 2000 ("FOIA"). If a request to disclose such information is received, the Parties will work together and consider the applicability of any FOIA exemptions.

Section E Contract Award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

SIGNATURES

For and on behalf of the Supplier

Name	[REDACTED]
Job role/title	Partner
Signature	[REDACTED]
Date	11 October 2024

For and on behalf of the Buyer

Name	[REDACTED]
Job role/title	D Info Comrcl – SO2b
Signature	[REDACTED]
Date	11 October 2024

Attachment 1 – Services Specification

Please refer to Annex B: Statement of Requirement, and

Annex C: Supplier Response to Further Competition Technical and Social Value Questionnaires

Annex D: Pricing Proposal



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Appx 1 to Annex E: Statement of Good Standing (SoGS)

Annex F: Ad-Hoc Tasking Order Process Map & Form

Annex G: Monthly SOW Template

Annex H: Draft Security Management Plan

Annex I: Draft Exit Plan



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Attachment 2 – Charges and Invoicing

Charging Method: Capped time and materials (CTM), in accordance with the Resources and Rates detailed in Annex D (Pricing Proposal).

Payment Method: CP&F.

Invoice frequency:	Monthly in arrears in accordance with the Monthly Statement of Work.
Invoice information required:	<p>To be submitted through Exostar:</p> <ul style="list-style-type: none"> • Contract reference, • PO reference, • Work undertaken • Number of resources, • Number of days, • Day rate • UIN against associated requirement

ORDER CHARGES

CORE: Call off charges will be in accordance with the agreed Monthly Statement of Work and the Firm Price Man Days Rates at Annex D and will fall out of the Core £1,386,127.60 (Ex VAT).

AD-HOC TASKING: An Ad-Hoc Tasking Order Form at Annex F will be agreed between the Supplier and the Authority as a maximum cost utilising the Firm Priced Man Day Rates at Annex D. Ad-Hoc Task costs will fall out of the Non-Guaranteed Ad-Hoc Tasking Value (AHTV) of £1M (Ex VAT).

Maximum Core Amount to utilise resources as and when required:	<p>Transition + Core: Call Off charges for twenty-one (21) month Core will be in accordance with the agreed Monthly Statement of Work (Annex G) and the Firm Price Man Days Rates (Annex D) to a maximum of £1,386,127.60 (Ex VAT). (T&S not applicable to Core).</p> <p>Ad-Hoc Tasking: An Ad-Hoc Tasking Order Form at Annex F will be agreed between the Supplier and the Authority, for additional outcomes as and when required, as a maximum cost utilising the Firm Priced Man Day Rates (Annex D). Ad-Hoc Task costs will fall out of the Non-Guaranteed Ad-Hoc Tasking Value (AHTV) of £1,000,000.00 ex VAT. (T&S will be in accordance with Appendix 1: Expenses Policy).</p>
Maximum Option Period Amount to utilise resources as and when required:	<p>Option: Call off charges for the Option Period will be in accordance with the agreed Monthly Statement of Work (Annex G) and the Firm Price Man Days Rates (Annex D) to a maximum of £ 720,720.00 (Ex VAT) (AUTHORITY TO EXERCISE OPTION IF REQUIRED 3 MONTHS PRIOR TO EXPIRY OF CONTRACT)</p>



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Charging Method:	Capped time and materials (CTM). In accordance with the Resources and Rates detailed in Annex D (Pricing Details).
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Annex 1: Expenses Policy

UK Rail Travel

Standard Class must be selected

Accommodation

Service Mess

If your business travel has taken you onto a base and you need overnight accommodation, it may be that staying in the Service Mess is more cost efficient than a hotel; and should be considered. All military personnel should refer to **JSP 752** Pt 2 Chapter 3 for occasions in which any other form of accommodation may be considered. For civilian staff, the availability and suitability criteria for Mess accommodation is being further developed and will be included in policy guidance shortly.

Hotel

All hotel bookings must be made using the **GBT Online Portal**.

Civilian staff must comply with the approvals processes (Chapter 2). Service Personnel must have both line management and budgetary written or verbal authority before making subsistence arrangements and should note that Night Subsistence (NS) is paid for an overnight absence where there is no suitable Service accommodation provision.

All staff must consult the MOD **capped hotel rates** for spend limits in each location. The Booking Service website will raise a warning if you select a hotel exceeding the capped rate. To proceed with such a booking, you must have line manager written approval of Band D/ OF2/OR7 or above (or locally delegated budget management staff).

Exceptional circumstances where you might exceed a cap rate include: the only hotel available; an overall saving; concern as a 'lone traveller'.

Travel & Subsistence

Spend taxpayers' money responsibly.

If in doubt about what to claim, seek advice from your line manager, budget manager, or from Unit HR/Admin Staff and/ or DBS – it is best to check before you commit to expenditure. Details for military personnel is in **JSP 752**, and for civilian staff in the **Policy Rules and Guidance**.



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You cannot claim for alcohol purchased whilst undertaking business travel, either as part of a meal or consumed in isolation.

Subsistence cost limits: You can claim for actual receipted expenditure, within the subsistence limits detailed below, (**not** at a flat rate). You must obtain and retain itemised receipts for all claims. If you do not have a receipt you will need auditable line manager approval, e.g. by email, before you claim, and you must keep the approval.

Over 5 hours **£5.00**

Over 10 hours **£10.00**

Over 12 hours **£15.00**

Evening Meal **£22.50** (overnight stay)

Breakfast* **£10.00**

* when not included in the hotel/B&B rate

Motor Mileage Allowance (MMA) – UK

There are a number of different rates which are related to UK vehicle travel:

- | | |
|----------|--|
| mile | • Motor Mileage Allowance (up to 10,000 miles) 30p per |
| per mile | • Motor Mileage Allowance (over 10,000 miles) 25p |
| | • Motorcycle 24p per mile |
| | • Pedal cycle 15p per mile |
| | • Passenger Supplement 3p per mile for first passenger; 2p per mile for second and additional passengers |
| | • Equipment Supplement 2p per mile (taxable) |
| | • Excess Fares Allowance 30p per mile |

Home to Duty Liability

The Home To Duty Liability (HTDL) is the travel cost incurred getting to/from your normal place of work. This should be deducted from expenses incurred when undertaking business travel to/from the home and a business location. This deduction does not apply to travel between business locations.

Using a Private Vehicle is probably the easiest application. If you normally drive to work and use your vehicle for business travel, then your Motor Mileage Allowance claim should have a deduction commensurate with the normal mileage to work. So, if you normally travel 10 miles to/from your



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normal place of work (total 20 miles) and drive 30 miles to/from a business location (total 60 miles), the claim should be reduced by 20 miles. This results in a net MMA claim of 40 miles. The deduction only applies to travel to/from the home and business location; not between your normal work place and business location(s).

Part A – Milestone Payments and Delay Payments

#	Milestone Description	Milestone Payment amount (£GBP)	Milestone Date	Delay Payments (where Milestone) (£GBP per day)
M1	[insert description]	[insert amount]	[insert date as per Outline Implementation Plan]	[insert amount]
M2				
M3				
M4				
M5				

Part B – Service Charges

Charge Number	Service Charges
[Service Line 1]	
[e.g. SL1C1]	
[Service Line 2]	
[e.g. SL2C1]	

Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges

Staff Grade	Day Rate (£)
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SFIA Level 3	[REDACTED]
SFIA Level 4	[REDACTED]
SFIA Level 5	[REDACTED]
SFIA Level 6	[REDACTED]



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Part D – Risk Register

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 12
Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (£)	Impact (description)	Mitigation (description)	Cost of mitigation	Postmitigation impact (£)	Owner



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Part E – Early Termination Fee(s)

[Insert calculation for any early termination fee(s) – see Call-Off Terms Clause 36.2.1.]

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Attachment 3 – Outline Implementation Plan

#	Milestone	Deliverables (<i>bulleted list showing all Deliverables (and associated tasks) required for each Milestone</i>)	Duration (<i>Working Days</i>)	Milestone Date
M1	[Concept Design]	[Statement of Requirements System/Application Specifications Interface Specifications Systems Testing Strategy Implementation Strategy and Plan Risk and Issues Management Plan Outline Disaster Recovery Plan Project Schedule Service Management Plan]		
M2	[Full Development]	[Design Verification Reports Design Validation Reports Change Management Plan System/Application Implementation Plan Risk and Issues Management Project Schedule Service Management Plan]		
M3	[System User Testing]	[System Test Report Risk and Issues Management Plan Project Schedule Service Management Plan Defects Log Final Inspection and Testing Report]		
M4	[User Readiness for Service]	[Training Plan Risk and Issues Log Implementation Plan Operations Plan Data Conversion & Cutover Plan Project Schedule Service Management Plan]		
M5	[Implementation]	[Implementation Plan Training Scripts]		
M6	[In Service Support]	[Post Implementation Report Data Conversion and Cut-Over Plan Service Delivery Reports Risk and Issues Log Service Management Plan Defects Log]		



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Attachment 4 – Service Levels and Service Credits

[Guidance Note: The following are included by way of example only. Procurement-specific Service Levels should be incorporated]

Service Levels and Service Credits

Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
[Accurate and timely billing of Buyer]	[Accuracy /Timelines]	[at least 98% at all times]	[]	[0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure]
[Access to Buyer support]	[Availability]	[at least 98% at all times]	[]	[0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure]

The Service Credits shall be calculated on the basis of the following formula:

[Example:
Formula: $x\% \text{ (Service Level Performance Measure)} - x\% \text{ (actual Level performance)}$ = $x\%$ of the Service Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer
Worked example: $98\% \text{ (e.g. Service Level Performance Measure)} - 75\% \text{ (e.g. actual performance achieved against this Service Level in a Service Period)}$ = 23% of the Service Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer]

Service Credit Cap

[Insert details of the Service Credit Cap]



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Critical Service Level Failure

[Insert details of the Critical Service Level Failure – examples are provide below for guidance.]

*[In relation to **[specify the relevant Service Level]** a Critical Service Level Failure shall include a delay in producing **[specify the relevant Deliverable]** ordered by the Customer in excess of **[specify the relevant time period]** more than once in any **[specify the relevant period]** or more than **[specify the relevant time period]**.]*

And/or

*[In relation to **[specify the relevant Service Level]** a Critical Service Level Failure shall include a loss of **[specify the relevant Availability]** during core hours **[specify the relevant core hours]** to the **[specify the relevant Service]** for more than **[specify the relevant time period]**, or **[specify the relevant time period]**.]*



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BALANCED SCORECARD

- As an alternative to or in addition to Service Levels (above) and the Supplier's performance management obligations under the Framework Contract, the Buyer and Supplier may agree to follow the Balanced Scorecard and key performance indicators ("KPIs") for a Call-Off Contract and one or more of its Statements of Work.

A. KPI: Performance to pay process

In accordance with an agreed performance to pay process, suppliers submit the following 'inputs':

- accurate and complete timesheets in a timely manner
- accurate and complete acceptance certificates in a timely manner
- accurate and complete supplier reports in a timely manner
- accurate and complete invoices in a timely manner

Measurement

Met	Partially met	Not met
All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information	Inputs are later than prescribed in the performance to pay process but within 5 working days of the prescribed dates • Inputs are incomplete or inaccurate	Inputs are later than 5 working days in the prescribed performance to pay process Inputs contain significant errors

Source: Supplier Reports/Invoices

Owner: To be agreed

B. KPI: People (resourcing)

Successful recruitment and placement of key resources or provision of facilities meets the planned deliverables and contractual obligations. The supplier pro-actively manages their resource skills or state of facilities by identifying issues early, and in a timely fashion, addressing any deficits.

Measurement

Met	Partially met	Not met
Targets met for all resources or facilities	Targets met for most (50%+) resources or facilities through no fault of the Buyer	Targets missed for most resources or facilities requested through no fault of the Buyer

Source: Project Managers and wider Buyer Team's verification

Owner: To be agreed



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C. KPI: Partnering behaviours and added value

Supplier promotes positive collaborative working relationships, within and across team, by acting in a transparent manner. Supplier shows commitment to Buyer goals through adding value over and above the provision of compensated skilled personnel or facilities.

Measurement

Met	Partially met	Not met
<ul style="list-style-type: none"> No behavioural problems identified Buyer workshops attended and positive contributions made Added value recognised by the programme above provision of compensated skilled resource/facilities 	<ul style="list-style-type: none"> Some minor behavioural problems Supplier only attends some workshops or provides minor contributions Supplier adds some value above provision of compensated resource and facilities, but this is not regarded as significant 	<ul style="list-style-type: none"> Significant behavioural problems Supplier contributions are rare or insignificant and shows little interest in working with other suppliers No added value contributions recognised by the Programme

Source: Collective feedback on suppliers from both Buyer and other supplier staff

Owner: To be agreed

D. KPI: People in place (Delivery)

All Supplier resources delivering services for the contracts are performing to the expected standard for the skill-set supplied and all facilities are to the expected standard.

Measurement

Met	Partially met	Not met
<ul style="list-style-type: none"> No resources are swapped out due to deficiency in skill-set and/or no change of facilities is required No problems identified with quality of work or state of facility Supplier is making positive team contributions Supplier skills or facilities meet the standards expected 	<ul style="list-style-type: none"> Minor issues noted with quality of work or standard of facilities Few contributions made within team 	<ul style="list-style-type: none"> Resource is swapped out from project due to deficiency in skill-set or change of facility is required Persistent issues with quality of work or facilities noted (may be minor ones which have persisted from one month to another) Significant issue with quality of work or facility noted in a month



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Source: Project manager and wider buyer team

Owner: To be agreed

- 1.1 The purpose of the Balanced Scorecard is to promote contract management activity through measurement of the Supplier's performance against KPIs. The Buyer and Supplier shall agree the content of the Scorecard before the Call-Off Contract Start Date including the Material KPIs as defined in Framework Section C (Framework Agreement Performance) and Framework Schedule 2 (Key Performance Indicators). Targets and measures to be listed in the Scorecard (example above for guidance only) should be tailored to meet the Buyer's needs and the Supplier's competences.
- 1.2 The recommended process for using the Balanced Scorecard is as follows:
 - the Buyer and Supplier agree a template Balanced Scorecard together with a performance management plan which clearly outlines the responsibilities and actions that will be taken if agreed performance levels are not achieved.
 - on a pre-agreed schedule (for example, Monthly) both the Buyer and the Supplier provide a rating on the Supplier's performance
 - following the initial rating, both Parties meet to review the scores and agree an overall final score for each KPI
 - following agreement of final scores, the process is repeating as per the agreed schedule

2 Buyer redress for failure to provide Services at or above Service Levels

- 2.1 The Buyer may ask for a Rectification Plan if the Supplier:
 - 2.1.1 fails to meet **any** of the key performance indicators ("KPIs") listed within the Balanced Scorecard ("a Default") on at least **3** occasions within a 12-Month rolling period
 - 2.1.2 demonstrates poor performance of a Call-Off Contract or any Statement of Work, evidenced through Buyer feedback to CCS that the Supplier has scored a 'red' status on any one of the **4** KPI targets listed on the Balanced Scorecard, on at least **[2]** occasions within a **Statement of Work duration**, or within a period of 3 Months (whichever is the earlier)
- 2.2 This Rectification Plan must clearly detail the improvements and associated timeframes within which the Supplier shall meet and achieve the KPI targets.

3 Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of KPIs in the Balanced Scorecard will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed which shall contain, as a minimum, the following information in respect of the relevant KPIs just ended:
 - 3.2.1 for each KPI, the actual performance achieved over the relevant period;
 - 3.2.2 a summary of all failures to achieve KPIs that occurred during that period;
 - 3.2.3 details of any failures of KPIs across one or more SOW;



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3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; and

3.2.5 such other details as the Buyer may reasonably require from time to time.

3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:

3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location, format and time (within normal business hours) as the Buyer shall reasonably require;

3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and

3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier for any specified period.

Balanced Scorecard			
KPI - Performance to Pay Process In accordance with agreed performance to pay process, Suppliers submit, or provide input, to the following: • Accurate and complete agreed Deliverables in a timely manner. • Accurate and complete Acceptance certificates in a timely manner. • Accurate and complete Statement of Works (SOW) in a timely manner. • Accurate and complete Invoices in a timely manner.		KPI - People (Resourcing) • Successful recruitment and placement of key resources/provision of services to meet the planned deliverables and contractual obligations. • The supplier proactively manages their resource skills against expected Service Outcomes by identifying issues early and in a timely fashion, addressing any deficits.	
Measurement • All of the inputs are submitted in accordance with the performance to pay process time scales and contain accurate and complete information. • Inputs are later than prescribed in the performance to pay process but within 5 working days of the prescribed dates. • Inputs are incomplete or inaccurate.		Measurement • Targets met for all resource/provision of Service. • Targets met for most (50%+) resource/Service through no fault of the Buyer. • Target issues for most resource/Service registered through feedback of the Buyer.	
Source: Supplier Manager and Invoice (CP&F) Mgr		Source: Supplier Manager and wider Buyer team's verification	
RAG Scores - select colour Performance to Pay People - Resourcing			
Partnering		People - Delivery	
KPI - Partnering Behaviours and Added Value • Supplier promotes positive collaborative working relationships within and across the Service team by acting in a transparent manner. • Supplier shows commitment to Buyer goals through adding value over and above the provision of compensated skilled personnel/services.		KPI - People in Place (Delivery) • All Supplier or resources delivering services for the contracts are performing to the expected standard for the skill set supplied. • All services delivered by the Supplier are to the required standard expected by the Authority.	
Measurement • No behavioural problems identified. • Buyer reviews attended and positive contributions made. • Added Value recognised by the Authority above provision of compensated skilled resource/services. • Some minor behavioural problems. • Supplier only attends some meetings or provides minor contributions. • Supplier adds some value above provision of compensated resource/service, but this is not regarded as significant.		Measurement • No resources are swapped out due to deficiency in skill set and/or no change of services is required. • No problems identified with quality of work. • Supplier is making positive team contributions. • Supplier's skill/s/services meet the standards expected. • Significant behavioural problems. • Supplier contributions are not commensurate with those other teams in working with other suppliers. • No added value contributions recognised by the Authority. • Minor issue noted with quality of work/standard of service. • Few contributions made within team. • No issues swapped out from service due to deficiency in skill set. • Significant issues with quality of work/standard of service may be those areas which have persisted from previous months to a further. • Significant issues with quality of work/standard of service.	
Source: Collective feedback on Supplier from both Buyer and other Service stakeholders		Source: Supplier Manager and wider Buyer team	

The purpose of the Balanced Scorecard is to promote contract management activity, through measurement of a Supplier's performance against Key Performance Indicators agreed between the Buyer and Supplier.

The recommended process for using the Balanced Scorecard is as follows:

1. The Service Supplier Manager and Supplier agree format of Balanced Scorecard, together with a performance management plan, which clearly outlines the responsibilities and actions that will be taken if agreed performance levels are not achieved.
2. On a pre-agreed schedule (eg. monthly), both the Supplier Manager and the Supplier provide a rating on the Supplier's performance
3. Following the initial rating, both Parties meet to review the scores and agree an overall rating for each Key Performance Indicator



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Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

5. The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

[Guidance Note: Insert details of Key Supplier Personnel, their Key Role(s) and Duration in the below table or delete the table in its entirety and insert Not Applicable if there is no Key Supplier Personnel]

Part A – Key Supplier Personnel

]

Key Supplier Personnel	Key Role(s)	Duration
		[Contract Period or insert alternative timescale]
		[Contract Period or insert alternative timescale]
		[Contract Period or insert alternative timescale]

Part B – Key Sub-Contractors

[Guidance Note: Insert details of Key Sub-Contractors and any additional information required in the below table or delete the table in its entirety and insert Not Applicable if there are no Key Sub-Contractors. This table should be based on the Key Sub-Contractors set out in Schedule 7 of the Framework]

Key Subcontractor name and address (if not the same as the registered office)	Registered office and company number	Related product/Service description	Key Sub-contract price expressed as a percentage of total projected Charges over the Contract Period	Key role in delivery of the Services



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Attachment 6 – Software

1. The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).
2. The Parties agree that they will update this Attachment 6 periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

Part A – Supplier Software

The Supplier Software includes the following items:

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



24 RM6100 Order Form – Lots 2, 3 and 5

Part B – Third Party Software

The Third Party Software shall include the following items:

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

25 RM6100 Order Form – Lots 2, 3 and 5

Attachment 7 – Financial Distress

For the purpose of Schedule 7 (Financial Distress) of the Call-Off Terms, the following shall apply:

PART A – CREDIT RATING THRESHOLD

Entity	Credit Rating (long term) <i>(insert credit rating issued for the entity at the Commencement Date)</i>	Credit Rating Threshold <i>(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3))</i>
Supplier	[Rating Agency 1] – [insert rating for Rating Agency 1]	[Rating Agency 1] – [insert threshold for Rating Agency 1]
	[Rating Agency 2] – [insert rating for Rating Agency 2]	[Rating Agency 2] – [insert threshold for Rating Agency 2]
	[etc.]	[etc.]
[Guarantor]	[Rating Agency 1] – [insert rating for Rating Agency 1]	[Rating Agency 1] – [insert threshold for Rating Agency 1]
	[Rating Agency 2] – [insert rating for Rating Agency 2]	[Rating Agency 2] – [insert threshold for Rating Agency 2]
	[etc.]	[etc.]
[Key Sub-contractor 1]	[etc.]	[etc.]
[Key Sub-contractor 2]	[etc.]	[etc.]

PART B – RATING AGENCIES

- [Rating Agency 1 (e.g Standard and Poors)] ○
Credit Rating Level 1 = [AAA] ○

Credit Rating Level 2 = [AA+] ○

Credit Rating Level 3 = [AA] ○

Credit Rating Level 4 = [AA-] ○

Credit Rating Level 5 = [A+] ○

Credit Rating Level 6 = [A] ○ Credit

Rating Level 7 = [A-]

○ Credit Rating Level 8 = [BBB+] ○ Credit Rating

Level 9 = [BBB] ○ Credit Rating Level 10 = [BBB-] ○

Etc.

• [Rating Agency 2 (e.g Moodys)] ○ Credit

Rating Level 1 = [Aaa] ○ Credit Rating Level 2

= [Aa1] ○ Credit Rating Level 3 = [Aa2] ○

Credit Rating Level 4 = [Aa3] ○ Credit Rating

Level 5 = [A1] ○ Credit Rating Level 6 = [A2]

○ Credit Rating Level 7 = [A3] ○ Credit Rating

Level 8 = [Baa1] ○ Credit Rating Level 9 =

[Baa2] ○ Credit Rating Level 10 = [Baa3] ○

Etc.

• [Rating Agency 3 (etc.)] ○ Credit Rating

Level 1 = [XXX]

○ Etc.

Attachment 8 – Governance

PART A – SHORT FORM GOVERNANCE

For the purpose of Part A of Schedule 7 (Short Form Governance) of the Call-Off Terms, the following board shall apply:

Operational Board	
Buyer Members for the Operational Board	SO2 ADS SOC Manager, Army D Info Commercial, D Info Finance
Supplier Members for the Operational Board	
Frequency of the Operational Board	Quarterly for Contract Performance; Monthly for agreement of Statement of Work (SO2 ADS SOC Manager only)
Location of the Operational Board	Remotely or Army HQ, Andover

PART B – LONG FORM GOVERNANCE

For the purpose of Part B of Schedule 7 (Long Form Governance) of the Call-Off Terms, the following boards shall apply:

SERVICE MANAGEMENT BOARD	
Buyer Members of Service Management Board (include details of chairperson)	Not Applicable
Supplier Members of Service Management Board	Not Applicable
Start Date for Service Management Board meetings	Not Applicable
Frequency of Service Management Board meetings	Not Applicable
Location of Service Management Board meetings	Not Applicable

Programme Board	
Buyer members of Programme Board (include details of chairperson)	Not Applicable
Supplier members of Programme Board	Not Applicable
Start date for Programme Board meetings	Not Applicable
Frequency of Programme Board meetings	Not Applicable
Location of Programme Board meetings	Not Applicable

Change Management Board	
Buyer Members of Change Management Board (include details of chairperson)	Not Applicable
Supplier Members of Change Management Board	Not Applicable
Start Date for Change Management Board meetings	Not Applicable
Frequency of Change Management Board meetings	Not Applicable
Location of Change Management Board meetings	Not Applicable

Technical Board	
Buyer Members of Technical Board (include details of chairperson)	Not Applicable
Supplier Members of Technical Board	Not Applicable
Start Date for Technical Board meetings	Not Applicable

Frequency of Technical Board meetings	Not Applicable
Location of Technical Board meetings	Not Applicable

Risk Management Board	
Buyer Members for Risk Management Board (include details of chairperson)	Not Applicable
Supplier Members for Risk Management Board	Not Applicable
Start Date for Risk Management Board meetings	Not Applicable
Frequency of Risk Management Board meetings	Not Applicable
Location of Risk Management Board meetings	Not Applicable

Attachment 9 – Schedule of Processing, Personal Data and Data Subjects

This Attachment 9 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

1.1.1.1 The contact details of the Buyer's Data Protection Officer are: **[Insert Contact details]**

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: **[Insert Contact details]**

1.1.1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Attachment 9.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> [Insert the scope of Personal Data for which the purposes and means of the processing by the Supplier is determined by the Authority] <p>The Supplier is Controller and the Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with Clause 34.2 to 34.15 of the following Personal Data:</p> <ul style="list-style-type: none"> [Insert the scope of Personal Data for which the purposes and means of the processing by the Authority is determined by the Supplier] <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> [Insert the scope of Personal Data for which the purposes and means of the processing is determined by both Parties together] <p>For the purpose of Clause 1.2 of the joint controller clauses the [insert either Buyer or Supplier] shall be the Party referenced and responsible for those matters set out in Clause 1.2(a)-(e). Insert for the purpose of Paragraph 1.2 of the joint controller clauses which Party (either Supplier or Buyer) shall be responsible for those matters listed in Clause 1.2(a) – (e), including whose privacy policy should apply i.e.</p> <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p>

	<ul style="list-style-type: none"> • Business contact details of Supplier Personnel, • Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under this Contract. • [Insert the scope of other Personal Data provided by one Party who is Data Controller to the other Party who will separately determine the nature and purposes of its processing the Personal Data on receipt. <p><i>e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Buyer cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Buyer]</i></p>
Duration of the processing	[Clearly set out the duration of the processing including dates]
Nature and purposes of the processing	<p>[Please be as specific as possible, but make sure that you cover all intended purposes.</p> <p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</p>
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	[Describe how long the data will be retained for, how it be returned or destroyed]

Attachment 10 – Transparency Reports

Title	Content	Format	Frequency
Performance	Feedback from end customer	Presentation – Performance review	Weekly and Monthly
Order Contract Charges	Days, no of resources	Agreed Statement of Work and Invoice	Monthly
Key Subcontractors	List of Key-Subcontractors Supply chain governance	Stand-ups & Presentation	Monthly & Quarterly
Technical	As detailed within the monthly Statement of Work	Stand-up & Presentation/Meeting	Weekly, and provide information within Quarterly Performance Review Meetings
Performance and underperformance management	Delivery to date, roles, no of days, and resources, cost	Presentation/Meeting	Weekly, and provide information within Quarterly Performance Review Meetings
Resource plans	Supplier is to provide suitably qualified experienced resource to deliver the outputs, if resource becomes unavailable, the supplier must provide replacement SQEP resource within 48 hours (to be further agreed with contract manager)	Email notification to Authority of any unavailability to be further discussed and agreed with contract manager	As & When required

- 1.1 Every week as new capabilities need new data; Remedy work tickets are raised which are prioritised daily. The supplier delivers them, grouping them up into releases agreed with the customer.
- 1.2 Once these releases go live to the user, we call them to ensure they got what they wanted. Weekly Kanban meetings discuss and investigate through backlogs of work in detail, and monthly high-level meetings to take an overview of the contract and discuss any major issues, and quarterly meetings with the Commercial Team.

Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses

Please see Call Off Terms and Conditions AND Alternative and Additional Clauses