



# Process Description

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Disclaimer:	<i>This, and all documents hosted in the <a href="#">Group Bid Control Sharepoint site</a>, is the sole reliable and accurate source of information pertaining to the Rainbow Bidding process; in case of contradictions in Rainbow-related terms, definitions and rules, potentially found in documents from other sources (e.g., Group Reporting Definitions), this document prevails.</i>

## Classification & Distribution

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## Version Control

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# 1 Introduction

## 1.1 Purpose

This document describes the “Rainbow Bidding” process of Atos and contains the rules which are mandatory in its application.

Rainbow (**R**isk **A**ssessment **I**n **N**amed **B**usiness **O**pportunities **W**orldwide) Bidding is the internal management control and authorization process (refer also to paragraph 3.1), applicable to the business activities of the group, leading to the acquisition of new contracts and the extension/renewal of existing ones.

In the Rainbow Bidding process, business, and commercial commitments (e.g., bids, proposals, quotations, etc.) towards our (prospect) customers are reviewed and approved, before they are formally submitted.

The Rainbow Bidding approach is critical to the review and approval of every business commitment, aiming at focusing the resources on winning good business for our clients and for Atos. It is the Atos Business Risk management process which ensures that Atos is properly and sufficiently protected every time a proposal is sent to a prospect or a customer.

The main objective of Rainbow Bidding is to focus on winning attractive business for the company, balancing sales, and risk, ensuring re-use of experience and adherence to Atos standards. This process is Sales neutral, mandatory and scalable (according to the size of the business and the risks involved).

There are both financial and soft benefits that accrue to the business by the consistent and pragmatic use of a standardized management control process on bids.

- The financial benefits include:
  - Improved average profitability on bids
  - Improved “cost of sales to revenue” ratio
  - Optimized cash generation and value for Atos shareholders
- The soft benefits include:
  - Improved global & international sales co-ordination and effectiveness
  - Greater efficiency for bid work
  - Improved management information

## 1.2 Intended Audience

The audience for this document is all the functions and roles at Atos involved, regularly or occasionally, in the bid process and in Rainbow Bidding; indicatively, employees of the following parts of the Atos organization:

- Regions
- Business Lines (at Global and Regional level)
- Sales, Pre-sales, and Sales Operations
- Bid Management
- Industries (at Global and Regional level)
- Finance
- Deal Assurance & Risk Management
- Legal, Compliance, Contract Management & Data Protection
- Procurement
- Human Resources

### 1.3 Maintenance & Distribution

The document is reviewed periodically at the request of the VP Group Bid Control and at a minimum every two (2) years.

The document is published in the [Atos EDMS](#) [as part of the Atos Integrated Management System (AIMS)]. The Group Bid Control organization is responsible to communicate any minor or major changes done in this document through appropriate announcements in the [Group Bid Control SharePoint site](#), the [Group Bid Control Community](#) (in Yammer) and the [Group Bid Control Circuit Space](#).

## 2 Rainbow Bidding Scope & Exemptions

### 2.1 Scope

Rainbow Bidding is a global Business Risk Management process, applicable to all business units of Atos. The scope covers every opportunity, from initial qualification to signing the contract and handover to delivery. Rainbow Bidding applies to any opportunity with a new prospect or existing customer leading to a new or altered commitments by Atos. It is applicable to any request, initiative or engagement leading to binding or non-binding indications or commitments on solution, availability, lead time, effort, quality levels, conditions, or prices.

Examples of bids are government tender procedures, RFIs, RFPs, RFQs, informal request for proposals, market consultations, unsolicited proposals, non-binding offers, price indications, fertilization/upselling (additional business with an existing customer), contract renewals, change requests, contract revisions, auctions and tenders for T&M contracts or framework agreements.

As far as an RFI only requests to provide qualifying information (e.g., references, capabilities, financial background information, quality system) without any further commitment on solution or prices (aka "Beauty Contest"), Atos' participation can be authorized in a single Pursuit review (for more information about the Pursuit reviews refer to paragraph 4.2.2).

#### 2.1.1 New Acquisitions

All newly acquired companies are eventually integrated to the Rainbow Bidding process, following a smooth and agreed transition plan.

A member of the [Rainbow manager community](#) is always involved in the integration workstream. (S)He gets acquainted with the type and the size of the newly acquired business, the organization, and the current approval process in place (if any). A gap analysis is then conducted between the company's own approval processes and the Rainbow Bidding process, which might lead to adaptations of both approval processes.

Once all the details above are known, a timeline, and intermediate process for the transition period, are defined.

The Rainbow Manager is responsible for organizing training sessions with the new colleagues within the acquired entity (customized according to the size and the nature of the business) for introducing the Rainbow Bidding process.

Even during the transition period, the following main principles apply:

- Deals at Levels 1-2 are rainbowed normally, in a manual manner, outside of the RainboWFT (cf. chapter 4.6),
- Deals at Levels 3-4 and non-T&M deals at Levels 5-6: The Rainbow Manager is to be contacted to facilitate appropriate rainbow approvals,
- T&M deals at Levels 5-6: the current company's own approval process is applied.

For the Rainbowed deals, a SharePoint repository hosting the necessary documentation and approvals, is created, and maintained by the Rainbow Manager.

For deals under the acquired company's current approval process, the approval documentation must be stored by the deal team in their current location (if exists), or in the SharePoint infrastructure created by the Rainbow Manager.

As soon as the full CRM integration is in place, the Rainbow Bidding process is fully deployed (at pre-agreed date) for the business of the newly acquired company.



In case the opportunities of the newly acquired company's CRM are mirrored in Atos CRM, and after the agreement of Group Bid Control and Global Sales Operations, the special Rainbow Exemption Indicator ("Acquisition - Pre-Rainbow Integration", cf. chapter 2.2 below) should be always used, until full integration with Atos CRM and Rainbow Bidding Process is completed.

## 2.2 Exemptions

The Rainbow Bidding process does not apply for the following types of bids:

1. Time & Material secondment ("body-leasing") and consulting with TCV < €100K, under existing or standard Atos, UCC or BDS Terms & Conditions.
2. Execution of an already approved contract (in Rainbow) with...
  - o No new commitments, **and**
  - o No changes in Rainbow approved solution, delivery location, availability, lead time, effort estimate, quality / service levels, conditions, rates, or pricing.

Examples:

- o Blanket orders ("PxQ"), or Purchase orders in phased delivery,
  - o Extension of contract, at customer discretion, without option for Atos to reject the extension or change rates/commitments/conditions.
3. Distinct IFRS Pass-Through transactions (net accounting)
  4. Distinct Value Added Resale deals (gross accounting) with TCV < €1M
  5. Change Request with TCV < €100K in an approved contract
  6. Contract with TCV < €100K on Atos standard T&Cs, meeting/exceeding Atos financial targets
  7. Atos UCC standard product(s)/service(s) with TCV < €100K (no deviations from 'L-Number' or standard SLAs)

There are two (2) more exemptions listed in Atos CRM which should be used appropriately:

- **Rainbow done as part of another opportunity:** The Opportunity ID of this "other" opportunity should then be registered in either the "Master Opportunity" or the "Preceding Opportunity" fields of the CRM, depending on the "Opportunity Type".
- **Acquisition - Pre-Rainbow Integration** for opportunities of newly acquired companies which are in the process of being migrated to the Atos CRM but their integration to the Rainbow Bidding process is ongoing (refer also to paragraph 2.1.1, above).

The Sales Lead of each opportunity has the responsibility to document any applicable Rainbow exemption in the CRM field "Rainbow Exemption Indicator" (see screenshot below).



▼ Rainbow

Rainbow Exemption Indicator      No Rainbow exemption

For the above exemptions (1-7), the following notes and clarifications must always be considered:

- All Exemptions:  
The Region CFO reserves the right to request full Rainbow applicability, for some or all of these exemptions, for the opportunities led by his/her own Region.
- Exemption 2: This exemption can be used also for opportunities (in Atos CRM) which represent administrative bookings, without client engagement, new agreements and/or commercial process

- Exemption 3:  
Pass-Through transactions are resale transactions where risks and rewards of ownership have been transferred directly from the supplier to the end customer. These transactions usually have no risk (e.g., inventory or other risk), no added value provided by Atos and there is no significant change to the Hardware / Software / Service. Under IFRS 15, these transactions are treated as “**Net** Accounting” (only the margin is booked, not the revenue). A low Project Margin is a strong indicator that a resale transaction is Pass-through.
- Exemption 4:  
VAR transactions are resale transactions where Atos is providing added value to the customer by significantly customizing the Hardware / Software / Service. A low Project Margin is a strong indicator that a resale transaction is not a VAR. When qualifying as a VAR under IFRS 15, these transactions are treated as “**Gross** Accounting” (both margin and revenue are booked).
- Exemptions 3 & 4:  
Only **distinct** transactions [i.e. a) Pass-Through, regardless of value, and b) VAR with value < €1M] are exempted from Rainbow, i.e. transactions which are standalone / autonomous and are not embedded in (part of) another deal/opportunity; in other words, a deal/opportunity comprised, partly, by Pass-Through and/or a VAR transaction(s) should be normally Rainbowed.  
**Note:** You should also remember that all pass-through and VAR transactions, distinct or not, should go through an additional review and approval step by the relevant Investment Committee, before the delivery phase starts, as per the [Group Finance Investment Policy](#).
- Exemption 6:  
The reference to “Atos Financial Targets” concerns the “Key Financial Standards/Requirements” of the Group, as they are expressed in the relevant section of the [Rainbow Bidding Authorization Rules](#).
- Exemption 7:  
This exemption is applicable to opportunities comprised by standard UCC products and services (software, hardware, licenses, cloud services, maintenance service, software support, etc.) having individual Part Number (“L-Number”) with no deviations to either the product, service, or applicable SLAs. This excludes UCC Channel business that is still managed in UCC Partner Salesforce known as GlobalOne.

For the definition of Rainbow TCV (referred to above as “TCV”), please refer to chapter 3.4.

## 2.3 Key Requirements

- All Opportunities must be registered in the Atos CRM system before the Rainbow Bidding process can be initiated. The data in CRM (e.g., TCV Rainbow, Project Margin, Status, Bid Budget, etc.) need to be kept aligned with the decisions taken during the latest Rainbow Review.
- Requests for Rainbow Reviews (aka “Approval Requests”), electronic or otherwise, or confirmation of exemption from Rainbow Bidding applicability (“Rainbow Exemption Indicator”), should be actioned via the CRM system
- All bids must:
  - go through a risk assessment
  - have a P&L and Payback computation
  - obtain formal sign-off from the Business Lines
  - gain appropriate internal approval according to the Rainbow Authorization Rules (see chapter 3) before any offer is presented to the customer.
- All mandatory Rainbow material used during reviews and the corresponding Outcome (decisions evidence / meeting minutes) must be stored in the secure SharePoint folder (hosted under [ACM](#)), created automatically per Approval Request.

## 3 Rainbow Bidding Authorization Rules

### 3.1 Internal vs. External Authorization

External authorization is the authorization to bind Atos legally towards external parties (such as clients, suppliers, or employees) by signing proposals, contracts, labor agreements, etc. The external authorization at Atos is governed by the "Delegation of Authorities" document, maintained by the Group Legal organization.

Internal authorization concerns the internal approvals to be obtained via the respective Atos processes and is a prerequisite before any External authorization can be materialized.

Rainbow Bidding defines the internal authorization for proposals and customer contracts. The "Delegations of Authorities" document requires that an external authorizer is to assure - before signing a proposal or contract - that the proposal or contract has received internal approval in accordance with the mandatory rules of Rainbow Bidding, as specified in this document.

### 3.2 Key Principles

This paragraph defines who has the authority to give the internal approval for proposals and contracts.

- Rainbow Reserved Matters must be approved outside of the Rainbow Bidding process, by following the relevant procedures and by securing the relevant sign-offs by the relevant Support Functions (see also chapter 3.8, below), at the latest, before the Rainbow Offer review.
- All other aspects of the bid must be approved by the Final Joint Authorizers (FJAs) as defined in the [Rainbow Bidding Authorization Rules](#) document (refer also to chapter 3.5, below).
- The Final Joint Authorizers are responsible for ensuring that bids are authorized according to the Rainbow Authorization Rules.
- Although the Authorization Levels and Rainbow Types are defined in the relevant Rainbow Authorization Matrices, depending on the risk and complexity of the deal at hand, the Rainbow Manager and/or the Final Joint Authorizers can upgrade / downgrade both. It is the responsibility of the Bid Team to transparently present a fair and complete picture of the deal/bid so that the former can wisely and appropriately define the right Authorization Level and Rainbow Type.
- In case the Final Joint Authorizers cannot reach a unanimous decision, the decision is escalated to the next higher Authorization Level. However, if a unanimous decision is taken by the FJAs (within their scope of accountability), it cannot be recalled/overruled by anyone.
- For every opportunity being Rainbowed, the combination of "Lead Region" and "Lead Business Line" must be agreed at the Pursuit stage and certainly before the Strategy phase starts.  
The "Lead Region" is the Region bearing the main P&L responsibility for the contract (once it is signed), even if other Regions are taking share of the External Revenue to be generated.  
The Lead Region is (almost always) identified by a) the country in which the Atos Legal Entity (that will sign and own the contract) resides, and b) the country that will generate the majority of the External revenue for the Group.  
"Lead Business Line" is the Business Line that holds a dominant position regarding the Atos owned delivery, with a share of equal or more than 35%.
- The Bid Team is responsible for ensuring that any decisions, conditions, and actions of any and all Rainbow reviews are appropriately actioned upon and propagated/materialized in any documents submitted externally.

### 3.3 Decision Making - Traffic Light Logic

In Rainbow Bidding reviews it is determined whether a phase of the bid process can be finished so that the bid proceeds to the next phase.

At the end of each Rainbow Bidding review a final decision is made by the FJAs. The final decision is registered (by the Rainbow Manager) in the following manner:

- **Green Light:** Authorization is given, with either no special conditions or subject to the timely implementation of an action plan. The outcome of the action plan does not require a new authorization (before the next Rainbow review, if any). The bid can proceed to the next phase.
- **Amber Light:** Authorization cannot be given, yet. Bid team must re-apply for authorization, at either the same or higher authorization level, in either a formal (follow-up) Review or offline (by e-mail) presenting revised material or the outcome of an action plan requested.
- **Red Light:** No authorization is given to proceed to the next phase. The Bid process (and all related activities, and therefore presales expenses) stops immediately.

During Rainbow Reviews, it is the responsibility of the bid team to inform the FJAs on all material aspects of the bid, including those indicated by the Business Lines, Finance, Legal, HR, Risk or Procurement (i.e., experts in their respective domain reviewing the details of the deal), and present explicitly any deviation from the Atos standards and/or best practices.

It is the responsibility of the Final Joint Authorizers (FJAs) to assure that they obtain all information needed to take informed decisions. The FJAs can define additional actions on the process and request additional material. By giving a Green light, an Authorizer implicitly accepts any potential deviations from the Rainbow Bidding rules and the Atos standards and/or best practices.

As a key principle, Rainbow Reviews are **decision gates**, not workshops (to discuss technical matters), nor arbitration committees (to debate internal governance issues).

### 3.4 Rainbow TCV (Total Contract Value)

The Rainbow Total Contract Value (TCV), also known as **“Rainbow TCV”**, is one of the key parameters to designate the appropriate Rainbow Authorization Level (and therefore the corresponding Final Joint Authorizers, FJAs), based on the [Rainbow Bidding Authorization Rules](#) document.

Therefore, it should be calculated carefully and as accurately as possible from the very beginning of a Bid cycle.

This paragraph provides the definition of the Rainbow TCV, the basic principles that allow its accurate calculation, as well as some further clarifications and examples.

**The Rainbow TCV should always be considered from a Business Risk perspective as it is a measure of the external commitment (and therefore, potential liability) Atos is exposed to, by submitting a proposal.**

As such, it should not be confused with other financial instruments/KPIs intended (mainly) for external reporting, like Order Entry (OE), External Revenue (ER), etc.

The Rainbow TCV is defined as the projected contract value for Atos for the whole contractual duration, including:

- revenue from 3<sup>rd</sup> parties (subcontractors and/or suppliers,

- options for renewal (automatically triggered or not), offered to, and at the discretion of, the customer<sup>1</sup>,
- revenue of consortium partners, in case of joint and several liability.

## Important Principles, Considerations and Examples

- The Rainbow TCV should always be calculated per contract (to be signed with the customer) and reflect the final value that will eventually be contracted.

### **Example:**

*A customer issues an RFP for a well-defined scope but splits it into several lots. The Rainbow TCV should reflect the value of all the Lots we are bidding for, regardless of what we believe we will eventually be awarded.*

- In case of smaller (billable) assignments (e.g., consulting engagements, Proof of Concepts, Demos, etc.), which constitute part of the customer procurement process, the Rainbow TCV should still reflect the value of the contract this procurement process is leading to.

### **Example:**

*A customer requests Atos to participate in a 3-months Proof of Concept (PoC) process with a budget of €100K that, if successful, will most likely lead to a contract of €5M for the next 2 years. The Rainbow TCV in this case should be €5M and not €100K<sup>2</sup>.*

- When estimating the Rainbow TCV, especially in the early stages of a bid cycle, the Sales/Bid teams must always consider the targeted winning price (which will hopefully become the contracted price), based on their intelligence, the relevant market benchmarks (including the Atos ones) and the competitive landscape.

### **Example:**

*A customer issues an RFP for a well-defined scope, mentioning that their allotted budget is, e.g., €10M. We can be certain that the customer expects to conclude their procurement cycle with a contracted value significantly less than their initial budget. Therefore, the Rainbow TCV should be estimated lower than €10M.*

- The Rainbow TCV should not include the value of potential future (separate and/or independent) contracts that may be a consequence (aka “fertilization”) of Atos being awarded a tender. However, it should include a sound estimation of assignments (i.e., Change Requests, satellite projects, etc.) to which both parties are committing upon, and which,
  - although clearly foreseen and provisioned in the contract, they are not precisely valued,
  - they will certainly become an addendum to the contract.

If therefore the contract states that, during its duration, Atos will be the one to be automatically awarded with all CRs our specific scope of work, then we should be adding the value of those to the Rainbow TCV, regardless of the fact that, in the future, new records will show up in our CRM through which these CRs will be materializing (and will be obviously Rainbowed<sup>3</sup>).

### **Example:**

*We are submitting an offer for an implementation of an SAP system including its support and maintenance. In the contract, valued at €15M, it is clearly stated that, during its duration (of 3 years),*

<sup>1</sup> In other words, if we contractually reserve the right to reject an extension without any consequences (financial or otherwise), then the relevant (estimated) revenue should be excluded from the Rainbow TCV.

<sup>2</sup> To be able to recognize the PoC OE separately (as it will materialize regardless of what happens with the rest of the opportunity) the PoC itself should be registered as a separate opportunity utilizing the exemption: ‘Rainbowed as part of another opportunity’ [refer to the paragraph “Rainbow TCV in Atos CRM (Sales Cloud)”, below].

<sup>3</sup> A new Rainbow cycle for each CR is required (unless it falls under Rainbow’s exemptions – see paragraph 2.2) because each CR is changing the already taken commitments (scope) and therefore the contract itself (see paragraph 2.1).

*Atos will be automatically awarded with all Change Requests for this implementation (on top of the normal support and maintenance services to be rendered), but there is no specific value provision linked to this. From our experience/intelligence we know that by implementing such a system for this specific customer, we should be expecting an amount of approximately €2M per annum of extra revenue to be generated in total out of these future CRs. In this case, since these extra assignments are being committed upon by both parties, the Rainbow TCV should reflect that extra value and therefore be estimated at €21M.*

*It is obvious that if the contract is silent about CRs, then the Rainbow TCV should stay at the €15M.*

- When the scope of the procured services is not well-defined (as it is usually the case in very early stages of a future procurement cycle), the Sales/Bid teams should estimate a realistic value based on the intelligence they have gathered from the customer and the market.
- Even if there is a sound justification (backed by the Group Finance Controlling) to consider pass-through accounting treatment for a part of the scope, it might be that Atos is still liable for this towards the customer, therefore the Rainbow TCV should be inclusive of it.
- The Rainbow TCV should be re-evaluated and adjusted accordingly each time there is a change in the scope of the procured services and/or the process followed by the customer. The relevant entry in the Atos CRM system must always reflect the latest value of the Rainbow TCV and in case of significant changes (that may affect the Rainbow Authorization level) the corresponding Rainbow Manager must be duly informed.

**Example:**

*While in a procurement process, during which we have already submitted our proposal, we are notified by the customer that we are down-selected, and still in consideration of being awarded, for only one lot (out of three that we were originally bidding for). The Rainbow TCV in the Atos CRM system must be immediately adjusted and the Rainbow Manager informed.*

- The winning probability of an opportunity (captured in most CRM systems, Atos' one included) has no impact whatsoever to the Rainbow TCV. In other words, the Rainbow TCV cannot be weighted, and it is binary (either we win an opportunity with a certain Rainbow TCV value, or we lose/drop it).

**Example:**

*We are participating in a bid for which the Rainbow TCV is estimated at €25M and the Sales team is estimating that we have 30% probabilities of winning it. As long as the provisions of the point above (see previous bullet) do not apply, the Rainbow TCV should always be at €25M, totally unaffected by any changes in the win probability, from say 30% to 60% (due to us being officially announced as part of the final 3 suppliers).*

*In that sense, the Rainbow TCV is different than the weighted OE Forecast (reported in the Group pipeline), which is, by definition, impacted when the win probability of the opportunity changes.*

- For Framework Agreements (FA) or Master Services Agreements (MSA), the Rainbow TCV is the forecasted level of the revenue of the individual assignments (Statements of Work, Purchase Orders, etc.) expected to occur under it. In case the customer intends of selecting multiple vendors for a FA/MSA (awarding individual assignments after either a mini-competition or cascade type of procurement), the Rainbow TCV should be estimated as the maximum share of assignments, that Atos may be awarded.

**Example:**

*It would be pointless (if not misleading) to provide just one example as the scenarios may vary significantly. When estimating the Rainbow TCV for such agreements keep in mind the following: The difficulty in estimating the right Rainbow TCV for FAs and MSAs (regardless of whether there is one or multiple vendors) is greater when the Customer is not willing to commit at all on specific volumes*



(workloads). Such agreements are usually referred to as "License to Hunt" or "Competitive FAs". However, sometimes (usually when there are multiple vendors to be selected), the Customer indicates a rough split of the anticipated volume, depending on the ranking of each vendor (e.g., 1<sup>st</sup> one will be awarded 50% of the anticipated volume, 2<sup>nd</sup> one with 30% and 3<sup>rd</sup> one with 20%). In such cases, this information provided by the Customer should be used to estimate the Rainbow TCV as accurately as possible.

Our [Group Reporting Definitions](#) (GRD) document contains some nice examples of OE recognition for Framework Agreements (cf. to its paragraph 4.1.2.6); these can indirectly give you an additional guidance for the proper Rainbow TCV calculation.

- In case of early renewal of an existing contract, the Rainbow TCV should reflect the full value of the new contract to be signed, as opposed to e.g., the (Incremental) OE, which concerns the additional revenue secured by the -renewed- contract).

**Example:**

M€	Y1	Y2	Y3	Y4	Y5	Y6	Y7	Y8	Rainbow TCV	Order entry
Initial contract	10	10	10	10	10				50	50
Renewal				12	12	12	12	12	60	
Incremental order entry				2	2	12	12	12		40
Revenue	10	10	10	12	12	12	12	12		90

If still in doubt about the right calculation of the Rainbow TCV, the Sales/Bid teams are strongly advised to contact the relevant [Rainbow Manager](#) to discuss special/complex cases.

## Rainbow TCV in Atos CRM (Sales Cloud)

The Rainbow TCV is being captured (mandatory field: 'TCV Rainbow') in Atos CRM system, as part of the "Financial" tab of each opportunity (see screenshot below).

*In this example, the Forecasted OE is the OE weighted by the win probability (60%) of the opportunity.*

Financial			
Order entry ⓘ	EUR 53 900 000,20	Opportunity Forecast Order Entry	EUR 32 340 000,12
Opportunity Currency	EUR - Euro	TCV Rainbow ⓘ	EUR 53 900 000,20
Project Margin %	25,43 %	Align OE & TCV Rainbow	<input checked="" type="checkbox"/>

From all the above it is obvious that, sometimes, the Rainbow TCV and the OE should be different. In such cases, the opportunity owner can differentiate the two by deselecting the "Align OE & TCV Rainbow" checkbox (see example below).

Financial			
Order entry ⓘ	EUR 100 000 000,00	Opportunity Forecast Order Entry	EUR 50 000 000,00
Opportunity Currency	EUR - Euro	TCV Rainbow ⓘ	EUR 150 000 000,00
Project Margin %	24,00 %	Align OE & TCV Rainbow	<input type="checkbox"/>

Generally speaking, in Atos CRM, there should be one entry for each opportunity (which will eventually lead to one single contract) with the right Rainbow TCV.

However, there are cases in which, with the agreement of Sales Operations, the Sales teams might have to split one opportunity to multiple entries in Sales Cloud (usually to enable greater flexibility in the reporting of the ER recognition).

If this is the case, and to avoid inconsistencies in the Rainbow process and its tooling, the following approach must be followed:

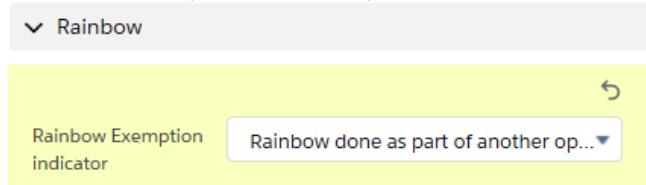
- The opportunity owner creates one entry with the full Rainbow TCV (let's call it "Master Rainbow Entry"), marking it as "non-relevant for pipe" (to be used for the creation of the relevant Rainbow Approval Requests).

*The exact value of the OE (generated from the opportunity offerings) does not matter, as long as the Lead Profit Center is the correct one.*

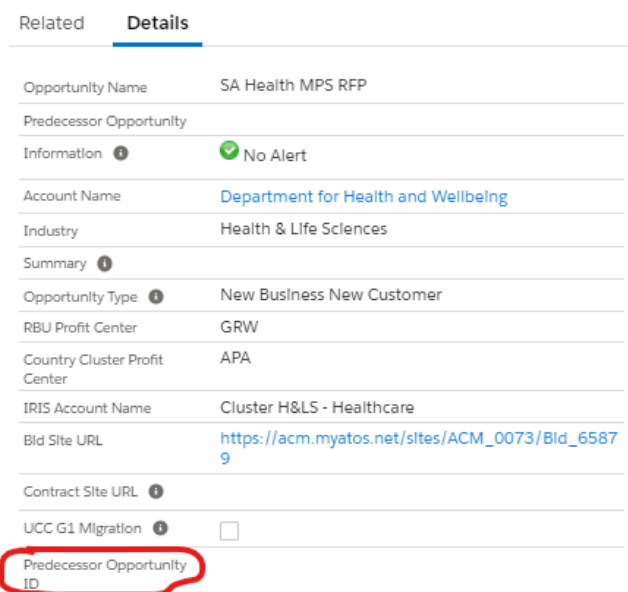
- The Opportunity owner creates the additional necessary (children) entries (using the "Clone" functionality, if needed) marking them as "relevant for pipe" with their individual OE values and with zero Rainbow TCV.

For these entries, the opportunity owner must:

- select the value "Rainbow done as part of another opportunity ID" in the "Rainbow Exemption Indicator" field (see screenshot) ...

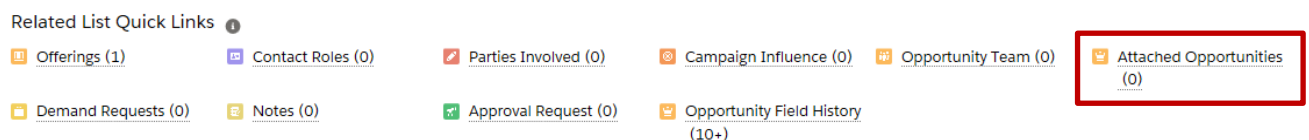


- ...and register the Opportunity ID of the Master Rainbow Entry in the relevant field (see screenshot).



Related	Details
Opportunity Name	SA Health MPS RFP
Predecessor Opportunity	
Information ⓘ	✓ No Alert
Account Name	<a href="#">Department for Health and Wellbeing</a>
Industry	Health & Life Sciences
Summary ⓘ	
Opportunity Type ⓘ	New Business New Customer
RBU Profit Center	GRW
Country Cluster Profit Center	APA
IRIS Account Name	Cluster H&LS - Healthcare
Bld Site URL	<a href="https://acm.myatos.net/sites/ACM_0073/Bld_65879">https://acm.myatos.net/sites/ACM_0073/Bld_65879</a>
Contract Site URL ⓘ	
UCC G1 Migration ⓘ	<input type="checkbox"/>
Predecessor Opportunity ID	

- The moment this linkage is done, the Master Rainbow Entry will contain the "children" opportunities under the "Attached Opportunities" section (see below), therefore no additional action is needed.



Related List Quick Links ⓘ	
<a href="#">Offerings (1)</a>	<a href="#">Contact Roles (0)</a>
<a href="#">Parties Involved (0)</a>	<a href="#">Campaign Influence (0)</a>
<a href="#">Opportunity Team (0)</a>	<a href="#">Attached Opportunities (0)</a>
<a href="#">Demand Requests (0)</a>	<a href="#">Notes (0)</a>
<a href="#">Approval Request (0)</a>	<a href="#">Opportunity Field History (10+)</a>



- After that...
  - Any changes in the Rainbow TCV should be captured only as part of the Master Rainbow Entry.  
Obviously, if the Lead Profit Center needs to be changed, this should also be captured accordingly in the Master Rainbow Entry.
  - Any changes in the OE should be captured only as part of the additional (children) entries.

## 3.5 Authorization Matrices

These are always included in the [Rainbow Bidding Authorization Rules](#) document.

## 3.6 Key Financial Requirements

Refer to the relevant section of the [Rainbow Bidding Authorization Rules](#) document.

Exceptions to the Group guidelines can only be made when there are valid business reasons.

Such deviations:

- Are always documented in the Rainbow review minutes, along with the relevant business rationale,
- may, at the discretion of the Finance Authorizer, be reported to the Finance Authorizer of the next highest Authorization level.

### 3.6.1 Special Rules for VAR Profitability

As per the GMC (Group Management Committee) decision:

- VAR transactions with margin  $\leq 3\%$  are to be rejected,
- VAR transactions with margin between 3% and 7% need the approval of Region CFO, who must carefully check the compliance with IFRS rules to make the decision to recognize it Gross or Net,
- VAR transactions with margin  $> 7\%$  will be processed with assumption on Gross recognition (checked and validated by the Group Accounting organization, as always).

Please refer also to paragraph 6.1.2.1 for the relevant provisions applicable to the corresponding (Finance) Experts' sign-off.

## 3.7 Cash Checklist

In order to help improving the Cash generation (and therefore Payback Period) for bids, the Group Bid Control has created a [Cash Checklist](#) containing a list of levers and best practices for the bid teams (incl. the financial architects), the Rainbow Managers, the Experts, the Sales and the FJAs. The list is grouped per categories of levers, taking into consideration the Atos KCPs (Key Contracting Principles), and experience gained by several Rainbow managers and Financial architects throughout the years.

## 3.8 Rainbow Reserved Matters

**Rainbow Reserved Matters** are potentially critical topics that must be brought to the attention of the FJAs (and specialists from the Group) as soon as they are known/identified.

Rainbow Reserved Matters is a subset of several **Legal Reserved Matters** that exist for several subjects (e.g., opening a bank account).

Although their status is reported within the Rainbow process, through the dedicated RESM slide (see the relevant screenshot below), Rainbow Reserved Matters must be appropriately tackled (cleared/approved) outside of the Rainbow process, as per the detailed instructions found in the following guide (courtesy of the Group Bid Control support function):

[Reserved Matters Guide](#).

RESERVED MATTER	Y/N	DETAILS / COMMENTS	STATUS / APPROVAL (Precise last status date)	ATTACH ARTEFACTS
Guarantee(s) to be offered?	Yes / No	► xxx	► xxx	[Artefact]
Special Accounting Treatment? [e.g., capitalization of cost, IFRS 15 (gross/net), IFRS 16 (leases)]	Yes / No	► xxx	► xxx	[Artefact]
Specific External Financing?	Yes / No	► xxx	► xxx	[Artefact]
Inflation Clause Deviation(s)?	Yes / No	► xxx	► xxx	[Artefact]
Transfer Pricing Policy Deviation(s)?	Yes / No	► xxx	► xxx	[Artefact]
Foreign Exchange risks?	Yes / No	► xxx	► xxx	[Artefact]
Very High Risk / "No-Go" Countries	Yes / No	► xxx	► xxx	[Artefact]
Office to be opened in New Country(-ies)?	Yes / No	► xxx	► xxx	[Artefact]
Delivery (partly or fully) in country(-ies) where Atos doesn't currently have a legal Presence?	Yes / No	► xxx	► xxx	[Artefact]

**Proper clearance/approval of any and all Rainbow Reserved Matters is a hard prerequisite for any decision during the Rainbow process and no Rainbow stakeholder (incl. the Final Joint Authorizers) has the right to supersede.**

**Derogation is only possible at Group CFO level.**

For all the above reasons, the Bid Teams must manage all Rainbow Reserved Matters very carefully and in a timely fashion.

Since their proper handling might take significant amount of time, it's of paramount importance that it starts as soon as possible (as early as in the Strategy phase).

There might be cases (e.g., very early stages of a bid, non-binding/indicative submission, etc.) when the Bid Team is not sure whether a Rainbow Reserved Matter will eventually materialize but would still be a good idea to start the relevant investigation.

In all such cases of doubt, the Bid Team is strongly advised to discuss the topic with the relevant Rainbow Manager (contacts [here](#)).

#### Note:

The handling of Reserved Matters should not be confused with the sign-off from the Experts (see paragraph 6.1). Generally speaking, Reserved Matters may (or may not) be applicable (to a certain opportunity), whereas the Experts' Sign-off is always required for every opportunity to be Authorized at Levels 1-4 (and for some of the Expert areas, at Level 5 as well).

## 3.9 Authorization Delegation

Essential in managing the process is the (possible) delegation of Rainbow Bidding authorization power of attorney.

This paragraph describes the process according to which these authorization rights for the Rainbow Bidding internal authorization can be (ad hoc or permanently) granted/delegated to people other than the FJAs.

As a general principle, the FJAs must personally participate in the relevant Rainbow reviews and approve.

If an Authorizer is not available for a specific review, or a limited period, the Authorizer can either:

- authorize offline, by email, after the Rainbow Review – in this case it is recommended to have another representative (aka 'stand-in') attending the meeting for debriefing the Authorizer after the review has taken place,
- or can delegate, prior to the review, in written, his/her power of attorney, to a person who is sufficiently competent and senior enough for such decision making. It is up to the delegate to report critical or uncommon commitments to the respective FJA prior to any formal commitment of Atos.

For longer periods of time, and especially when one is undertaking several roles in the organization, the Authorizer can delegate his/her authorization rights for the Rainbow Bidding process (potentially limited to a specific scope), to a restricted (not more than 5) number of people, called "Trustees", who can potentially act on their behalf in the execution of the Rainbow Bidding process. The FJAs are responsible for granting their authority to persons who are sufficiently competent and senior enough for such a decision making process.

After his/her appointment, a Trustee is permanently granted the full Authorization power and can act in the Rainbow Bidding process on behalf (and in full delegation) of, the Authorizer.

It is the responsibility of each Trustee to keep the respective Authorizer informed on the status of opportunities and decisions taken in the Rainbow Bidding process. It is up to the Trustee to report critical or uncommon commitments in the respective offers, to the respective Authorizer, prior to any formal commitment of Atos.

The Trustees reserve the right to refrain from their decision power during a Rainbow Bidding review and request from the Rainbow Manager to either reschedule the review with the participation of the formal Authorizer or ask for the latter's guidance/decision in an offline manner.

An Authorizer can, at any time and unilaterally, revoke the (granted) power of attorney from any of his/her Trustees.

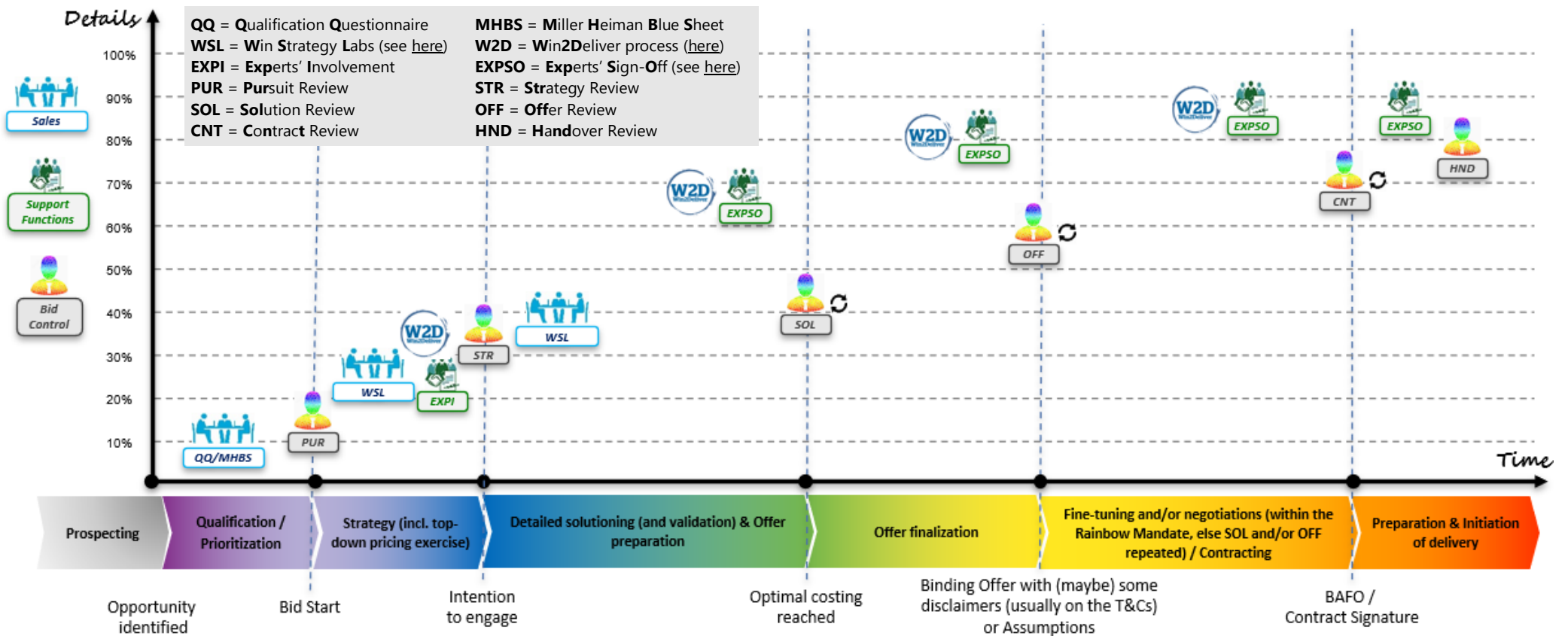
Trustees can be defined only at Rainbow Authorization levels 1-4.

The Trustees are not allowed to sub-delegate the authorization rights granted to them, under any circumstance.

It is the responsibility of the Authorizer to communicate in written the names of his/her Trustees and the scope of their responsibility (if any) to the Group Bid Control organization. The FJAs are responsible of informing the respective Rainbow Managers of any change in person or scope.

## 4 Rainbow Bidding Process & Phases

### 4.1 Process Map



## 4.2 Rainbow Phases

### 4.2.1 Overview

Rainbow Bidding splits the Bid Process in 6 distinct phases, each one focusing on specific key themes.

At the end of each phase, the relevant Rainbow Bidding gate (aka "Rainbow Review") is organized to ensure the review and approval of opportunity information at the appropriate moment in the bid process. The Rainbow reviews allow Bid Teams to present the status of the Bid and request approval to proceed (to the next phase).



- **Strategy phase:** the core question in the Strategy Review is: "How will we win this bid?" In this phase, the bid team develops an approach to bring business value that is recognized by the client and to distinguish Atos from the competition. Developing the winning strategy is supported by the [Win Strategy Labs](#) methodology (owned/governed by the Sales Organization).
- **Solution phase:** the core question in the Solution Review is: "Will this deliverable solution provide the best possible value to the client?" This is the phase where the solution is crafted that fits the exact requirements of the Customer, serves our winning strategy, and confirms our capacity to deliver.
- **Offer phase:** the core question in the Offer Review is: "Can we win with this offer?" This phase translates the strategy and solution into a convincing, attractive proposal or presentation.
- **Contract phase:** the core question in the Contract Review is: "Are the Terms & Conditions in the contract acceptable? This phase is about conducting the contract negotiations, winning the bid and signing the contract.
- **Handover phase:** the core questions in the Handover Review are: "Has all relevant documentation, information and knowledge been adequately conveyed from the Bid team to the Contract and Delivery teams? Are there any deviations in comparison to the last Offer/Contract Rainbow Approval?"

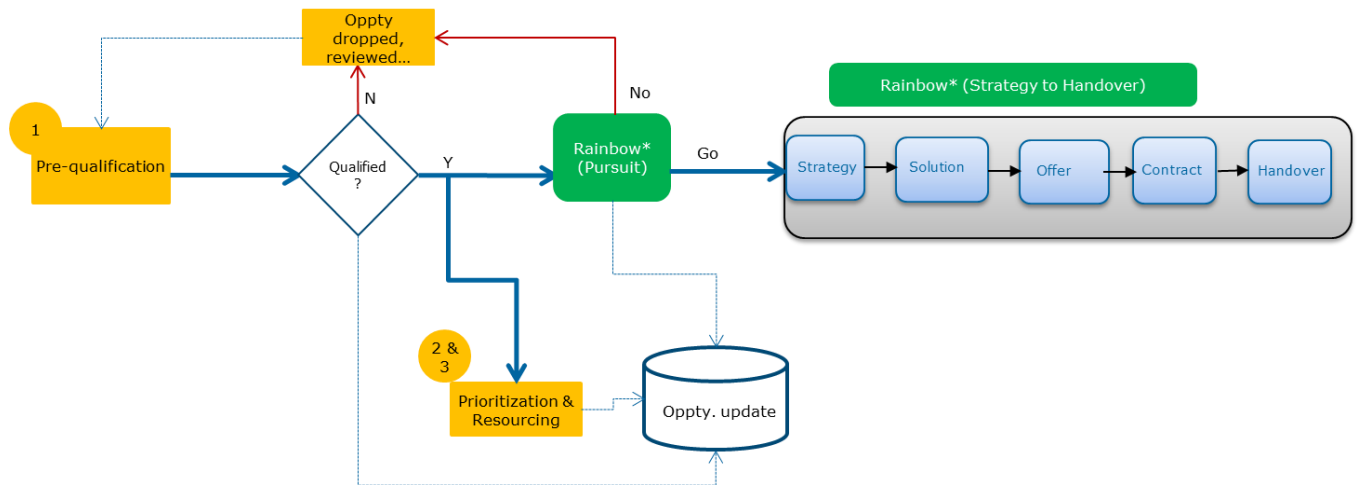
### 4.2.2 Pursuit (PUR) Review

A business opportunity can enter the Rainbow Bidding process once it's successfully qualified by a 'Go' decision at the Pursuit Review.

This Go/No-Go decision is based on a simplified 2x3 Qualification Questionnaire (embedded in the relevant section of the [RESM template](#)).

The Pursuit process is mandatory for all bids at Rainbow Authorization Levels 1-4 (and optional at lower Authorization Levels).

The Pursuit review is the culmination of a pre-qualification & prioritization process (aka "Bid2Win") during which the Sales organization decides which deals (from the pipeline) should proceed and enter the Rainbow Bidding process. Refer to [this library](#) for more on Bid2Win.



### 4.2.3 Strategy (STR) Review

**Objective:** To review and validate our strategy for winning the opportunity. A comprehensive analysis and calculation of the Winning Price is of paramount importance to steer the solutioning, in the next phase.

**Timing:** The Strategy review should be held as soon as a Win strategy has been produced and documented in the Win plan. The Strategy review should be repeated if there are significant changes to the opportunity or the competitive landscape.

### 4.2.4 Solution (SOL) Review

**Objective:** To review and validate our solution end-to-end, including risks and costs, for winning the opportunity.

**Timing & roles:** The Solution review should be held as soon as the solution, costs and delivery plans are sufficiently well developed for the Operations to be able to sign them off. The Solution review should be repeated each time there are significant changes to the solution.

### 4.2.5 Offer (OFF) Review

**Objective:** To review and approve all commitments contained in the offer, including associated projected revenue, profit, commercial and legal approach, and our risk strategy. To approve a negotiation mandate, if needed.

**Timing:** The Offer review should be held as soon as the commercial offer has been finalized, documented, agreed, and signed off by the business. A new Offer Review is necessary if any (planned) revised offer exceeds the approval mandate (bandwidth, room for negotiations) granted in the last one, in terms of (either) profitability, cash flow, service scope, solution design / delivery model, risk profile or terms & conditions.

#### 4.2.6 Contract (CNT) Review

- Objective:** To confirm the final details of the commercial and legal terms (probably reached during the final negotiations with the Customer), enabling the actual signature of the contract.
- Timing:** The Contract review should be held at the end of the negotiations cycle, once we have the final terms of the contract, and certainly prior to contract signature. A revised Contract Review - same as for a revised Offer Review - is necessary if the contract exceeds the bandwidth of the last one, in terms of any of the following: profitability, cash flow, service scope, solution design or delivery model, risk profile, Terms & Conditions.

Even if the contract remains within the already approved bandwidth, prior to contract signature:

- approval from Legal on the final Terms & Conditions must be obtained by the Bid Team,
- a final, updated RESM slide pack confirming compliance with the latest Offer Review and proving the completion of all Rainbow action items must be submitted to the Rainbow Manager.

#### 4.2.7 Handover (HND) Review

The main goal of the Handover review is to verify that knowledge and (consequentially) accountability has been properly/adequately transferred in full from the Bid team to the Delivery team to enable contract success and customer satisfaction.

The Handover Review represents the final step in Rainbow Bidding, thus it is governed by the Rainbow Bidding process and its rules.

However, being the touchpoint between bidding and delivery, it is also the formal starting point of the [Rainbow Delivery process](#).

With a successful Handover Review the transfer of responsibility for the contract from the Bid Team (Bid Manager) to the Contract Team (Contract Executive) and Operations, is fully concluded.

##### Objectives

- To verify whether all relevant documentation, information and knowledge has been handed over from the Bid Team to the contract execution team(s) in an adequate and effective manner.
- To identify and to approve any commercial, technical, or financial changes since the last Offer/Contract Rainbow Approval (if any).
- To confirm the Initial Business Case (IBC) as the financial baseline for the contract
- To confirm the validity of the RAID (Risk, Assumptions, Issues & Dependencies) Register
- To confirm the commitment of the contract execution team(s) to deliver the contract in time, budget, and quality.

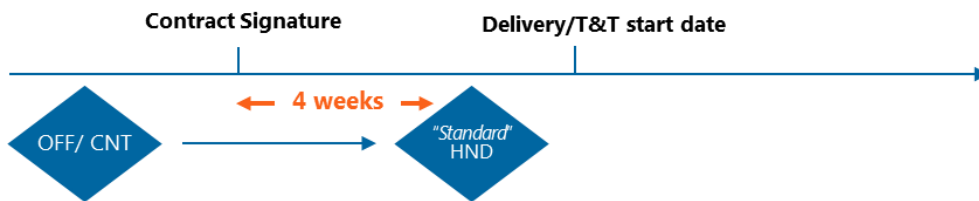
##### Scope & Responsibilities

- Handover Reviews are in general required for **all** contracts which have been approved within the Rainbow Bidding process at Authorization Levels 1-4, and which have been won and signed.
- Only in cases of contract renewals / extensions or fertilization without scope changes, without T&T (Transition & Transformation) and with strong involvement of the delivery team during the bid phase, it might be decided by the authorizers and/or the Rainbow Manager to waive the need of having a formal Handover Review.
- The responsibility for the timely request of a Handover Review lies with the Bid Team. Responsible for the content presented in the Handover Review is the Bid Team with support of the Delivery Team.

## Timing

The Handover review must be performed at any of the following timings, whichever comes first:

- before the delivery starts, or
- within **4 weeks** after the contract signature, if the contract must start shortly after signature.



In general, the delivery should not start before the contract is signed. However, this is sometimes occurring, creating potential exposure for Atos. When this is the case, this should be clearly justified and agreed by the FJAs.

If the delivery must start before the contract is signed, the Handover (HND) review must be performed before. This means that the HND review may sometimes precede the Contract (CNT) review (the objective being to ensure that we avoid delivery issues due to miscommunication between the bid and the delivery teams).

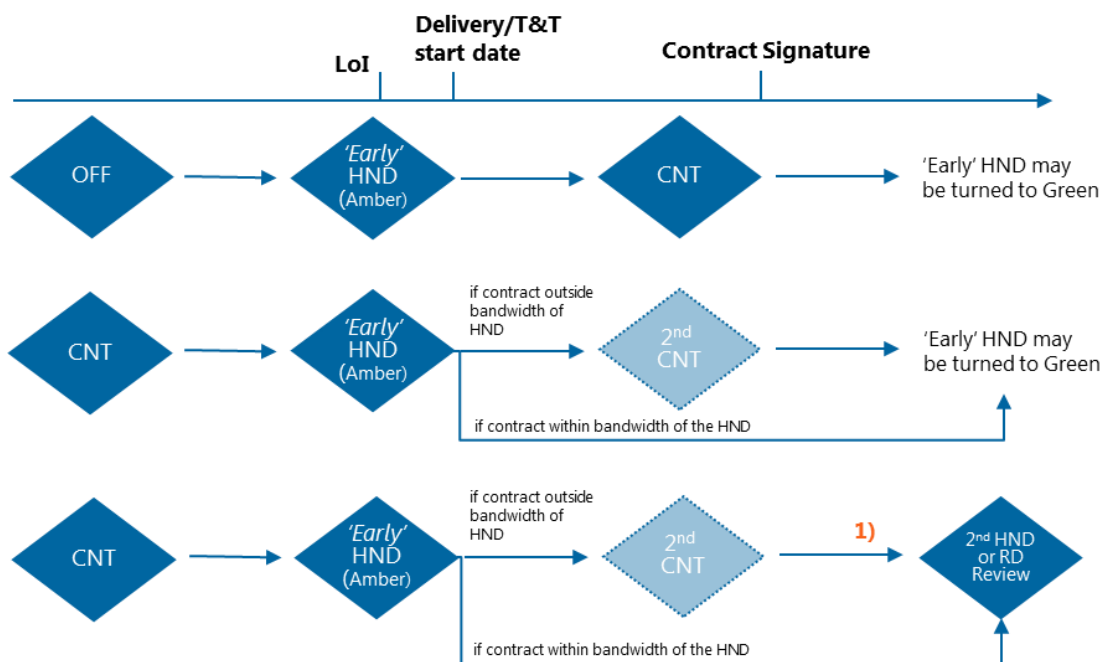
The HDN review outcome must, in this case, always be set to AMBER, since the Contract has not yet been signed (hence the CNT review may not be considered as completed). In addition, two distinct actions must be registered in the outcome of this 'Early' HND review, namely:

- the execution of the CNT review (if not done before), and
- the actual signature of the Contract.

The outcome of this 'Early' HDN review can then be turned to GREEN only when the Contract is signed without deviations (if no other additional reason for keeping it AMBER).

An (updated) CNT review must be done in case of deviations compared to the last review (OFF, CNT, or HDN).

The following schematic illustrates three different scenarios and their respective treatment from a Rainbow reviews perspective.





<sup>1)</sup> If the 'Early' HND must take place so early that significant parts of the HND review content cannot be covered sufficiently (e.g. Handover activities completion, final IBC), either a 2<sup>nd</sup> HND is conducted, or the missing HND parts are covered within a [Rainbow Delivery \(RD\)](#) review.

### Authorization

Handover Reviews for deals Rainbowed at Level 1 should be run & authorized at Level 2, by the relevant FJAs (refer also to the "Special Provision" described below).

Above-mentioned case excluded, all other HND reviews should be run & authorized at the same level as the last Rainbow Review, by the corresponding FJAs.

The FJAs must be satisfied that all pertinent information has been fully and efficiently handed over, and that the Contract Team:

- understands the contract, solution, risks, assumptions, and business case, and
- is committed to deliver the contract in time, in quality and in budget.

### Special Provision

Depending on the proceedings of a Level 2 HND review, and in case the Level 2 HND review FJAs consider that there are material deviations from the originally approved position, they may request the Rainbow Manager to:

- alert the Level 1 FJAs (by highlighting these deviations correspondingly), and/or
- ask the Level 1 FJAs for their explicit approval (to be secured either online or offline).

## 4.3 Rainbow Bidding Process Flexibility

Procurement procedures come in a great variety of scale, services involved, type of responsibility, client tender process and government tender rules. Rainbow Bidding, as the bid control process, accommodates that variety in such procedures.

Rainbow Bidding can be applied, as flexible as required, for an effective and efficient process:

- Rainbow Reviews can be combined, when and where appropriate (cf. paragraph 4.3.1).
- Rainbow Reviews can be held in an informal manner as long as the minutes of decisions and action plans are formalized with the participation of the Rainbow Manager. The review will allow approval of all commitments.

**Meetings/discussions held without the presence/involvement/awareness of the relevant Rainbow Manager cannot be considered as Rainbow reviews.**

- Roles can be combined. Especially for smaller bids, the activities/responsibilities of a bid manager, solution manager and financial lead can be performed by the same person, assuming this will not lead to quality issues.

The Rainbow Bidding process is also slightly differentiated for small, medium, and large bids into, what is known as, Rainbow Bidding "Process Types", i.e.: Fast Track, Classic and Extreme (see paragraph 4.4).

### 4.3.1 Combining Rainbow Reviews

The Rainbow Manager decides how the process will be applied, taking both business and control requirements into account, and may combine reviews (unless a clear request for the opposite has been raised by an Expert or a Key Stakeholder). The final decision lies with the FJAs.

Here are some examples in which it may be acceptable to have combined Rainbow reviews:

- **Example 1:** A prospect/customer expects our response on their RFI, or price indication/ROM, which does not include a detailed solution; only a high-level solution (no SoW) will be submitted, based on our previous experience from similar projects. Price is submitted without T&Cs and is not capable of acceptance. Such RFI/ROM round can be completed with a Pursuit and a (separate) combined STR/SOL/OFF Rainbow review; sign-offs from the relevant Experts and clearance of any Reserved Matters are -of course- still applicable.
- **Example 2:** The customer is negotiating an extension of 1-year to the existing contract (not already approved in a previous Rainbow) with no significant changes to the solution and pricing, and no competition. There is no need for a PUR review, and STR, SOL and OFF reviews may be combined.
- **Example 3:** The customer is considering a 3-year renewal for an existing contract with no or limited changes to the scope or T&Cs, but -evidently- changes in the pricing. In this case the PUR review might be skipped, and we could also have the STR, and SOL reviews combined.
- **Example 4:** The Customer issues an RFP for a limited number of rate cards for T&M assignments in a specific geography, governed by uniform T&Cs, with low risk and delivery complexity. In this case we could have a combined SOL/OFF review.
- **Example 5:** If there are no changes since the OFF review and there were no reservations noted by any of the Experts or FJAs, we might skip the CNT review and go straight to the HND one. HND reviews are very specific in nature and shall never be combined with any other review.

#### Key Points for Consideration:

- Restricted timescales and short turnaround timelines (imposed by the Customer, or otherwise) are never a valid rationale for combining Rainbow reviews. The Bid/Sales teams should have in mind that especially for deals of significant value or complexity a full/shortened Rainbow cycle can take at least two to three weeks, or more (depending on the complexity), and therefore plan accordingly in advance.
- A deal with an existing and well-known customer is not a valid reason for skipping the STR review.
- Consideration of combination or skipping Rainbow reviews can never be valid without first aligning with the relevant Rainbow Manager.

## 4.4 Rainbow Bidding Process Scalability

### 4.4.1 Overview

Rainbow bidding distinguishes between the type of review to be followed based on the size and characteristics of the bid.

	REVIEW TYPE	DESCRIPTION
L1	Extreme	▶ Modular approach applied for large and complex bids to tailor the Review to the characteristics & specifics of the deal.
L2		▶ Can, at the discretion of the authorizers or the Rainbow Manager, be exceptionally applied also at certain Level 3 deals.
L3	Classic	▶ Is applied to medium sized Bids with tooling geared to the complexity of these bids.
L4		▶ Using standard global templates provided by Group: (RESM, FRESM/GOAT, RAID, etc.)
L5	Fast Track	▶ The approval is taking place in a one-step Review.

### 4.4.2 Electronic Approval

Depending on certain Rainbow TCV thresholds, and provided that the deal at hand does not encompass any Critical Matters (cf. [Rainbow Bidding Authorization Rules](#)), an opportunity can be Authorized electronically, through proper functionality, employed in Atos CRM (also known as Rainbow Workflow Tool, or "RainboWFT"), directly between the Requestor (Bid/Sales Team) and the approver (Rainbow Authorizer) and without any involvement of the Bid Control organization.

For more details refer to paragraph 4.6, below.

#### 4.4.3 Fast Track (FT) Rainbow

Fast Track is the process for the approval of smaller bids, at Rainbow Authorization Level 5.

**Objectives:**

- Simplify Rainbow process for small bids
- Prevent excessive risks
- Shortening approval cycle

**Tooling:**

- Having a one-shot Rainbow Review using a simplified [FT RESM](#) template and using the [FASD](#) template for the Business Case presentation.

#### 4.4.4 Classic Rainbow

**Definition:**

Classic Rainbow is the standard review procedure followed for bids at Levels 3-4.

For Classic Rainbow the five Rainbow Review milestones (Strategy, Solution, Offer, Contract, Handover) apply, while maintaining sufficient flexibility by possible combination of some reviews.

**Objectives:**

Secure a sufficient level of information and control by using standard global templates provided by the Group:

- [STR to HND RESM](#)
- [GOAT](#)
- RAID Register (via the [MyRisks](#) web application)

#### 4.4.5 Extreme Rainbow

**Definition:**

Extreme Rainbow is geared to large opportunities and is applied to opportunities Rainbowed at Levels 1-2 (optionally for Level 3, upon relevant request by either the FJAs or the Rainbow Manager).

For Rainbow Extreme, the 'Classic Rainbow' way-of-working applies with the usage of additional RESM modules (when needed).

**Additional RESM Modules (aka "Extreme Modules")**

Extreme Rainbow offers three specific [additional RESM modules](#) for Tax, HR and M&A (refer also to paragraphs 6.1.3, 6.1.7 and 6.1.9 respectively). Application of these modules is to be confirmed during the Strategy phase between the Bid Team and the Rainbow Manager.

**Executive Update (ExU) calls**

At the request of an Authorizer, or the Bid Team, an Executive Update (abbreviated as "ExU") call can be held to provide a status update or new information to the FJAs.

ExU calls are informative and informal sessions, therefore no decisions about the Bid (or commitments towards our prospects/customers) can be taken.

## 4.5 Rainbow Reviews Attendance

As per Group CFO decision (the ultimate owner of the Rainbow process), to enable the effectiveness and efficiency of the Rainbow Bidding process, participation in Rainbow reviews is **strictly limited**.

### Principles

- Only expected participants receive invitations for Rainbow reviews. All others (including the Experts) are informed through other means.  
Moreover, the Bid Teams are always responsible to engage with the relevant Experts in a timely fashion (as early as in the Strategy phase), inform them over the evolution of the deal and request their input in due time.
- Forwarding of the invitations for Rainbow reviews is prohibited.
  - In case an invitee cannot participate, (s)he will have to respond to the invitation by clearly appointing a representative with sufficient mandate.
  - In case of any necessary changes in the invitees list, the Rainbow Manager must be contacted.
- Only one representative per role category is accepted.
- Bid Teams are also represented by a set and restricted number of people.  
More people may participate in the Review only at the request of the Rainbow Manager or the FJAs.

You may refer to the relevant document ("[Invitees & Etiquette](#)") which provides the attendance principles for Rainbow reviews at Levels 1-4 (its principles being also applicable to Level 5).

## 4.6 Process Administration - Rainbow Workflow Tool (RainboWFT)



Rainbow approvals at all Levels are being processed via the Rainbow Workflow Tool (RainboWFT). Any Rainbow approval is requested and registered by the Sales/Bid Teams as an Approval Request in Atos CRM system.  
For more details, you can refer to the relevant [RainboWFT Quick Guide](#).

## 4.7 Top-Down / Indicative Pricing

In early phases of certain procurement procedures, Prospects/Customers often request initial pricing based on high level requirements, to allocate their budgets, to define short lists or to gather initial / additional ideas or information for shaping their procurement process / requirements further. In later phases, requirements are specified in more details or adapted and allow final solution design and detailed effort estimation.

To optimize efforts in such early phases, Top-down pricing approaches may be applied in certain cases and under specific preconditions (e.g., "Global Price Analytics ([GPA](#))" methodology).

**The Rainbow process is fully applicable also in such cases** (see also paragraph 2.1). For bids and bidding phases where top-down pricing is utilized, in principle, the normal Rainbow process, with its distinct types (Fast Track, Classic, Extreme) still applies. However, according to the 'flexibility' and 'scalability' principles of the Rainbow Bidding process for Classic and Extreme Rainbow Types, reviews can be combined, where appropriate, in alignment with the Rainbow Manager and the FJAs (for more refer to paragraph 4.3).

Always in full alignment with the Rainbow Manager, the supporting documentation to be provided for the Rainbow review(s) can be adjusted (e.g., simplified Business Case instead of the detailed GOAT).  
For Experts Sign-Off, the Experts should always consider the nature of the bid and the reduced information to be anticipated.

## 4.8 Multi-Regional Deals

For multi-Regional deals, the Lead Region is designated, at the latest, in the Pursuit review. A deal cannot proceed to the Strategy phase without a Lead Region designated. The Lead Region will commercially own the contract once it has been signed.

Lead Region is normally (but not necessarily):

- the Region in which the Prospect/Customer Headquarters are physically located, or
- the Region with the Atos Legal Entity which will sign the contract, or
- the Region with the larger part of the External Revenue to be generated.

For such (multi-Regional) deals, all supporting Regions with significant share of Cost/ER (i.e.,  $\geq 20\%$  of the total Cost/ER) should be involved in the solutioning validation.

## 4.9 Win/Loss Reviews

The Win/Loss review process is intended as an enabler towards a learning organization. Only by identifying our strengths and structural weaknesses, improvement actions can be developed.

This process is formally owned by the Atos Global Sales Operations support function.

### One process, two forms of Reviews:

- Standard Win/Loss Questionnaires: Triggered/Run through Atos CRM system
- Extended (Rainbow) Win/Loss review: Conducted using a [specially designed RESM](#), upon management request and always based on the results of the Standard Win/Loss Questionnaires.

### Standard Win/Loss Questionnaires:

- As soon as deal is closed in the Atos CRM (status set to either 'Won' or 'Lost'), a "Win/Loss Review" task is automatically assigned to the Sales Lead.  
Two questionnaires (Customer Questionnaire and Bid Team Questionnaire) must be filled and submitted. In CRM the task is set to "Completed" and the review date is filled.

### Extended (Rainbow) Review:

- Extended (Rainbow) Win/Loss review is requested via the creation/submission of the relevant Approval Request in the RainboWFT.
- It is then managed, by the corresponding Rainbow Manager, similarly to all other Rainbow reviews, using the relevant [RESM template](#).

## 5 Key Actors

### 5.1 Final Joint Authorizers

The “Final Joint Authorizers” (“FJA”) have an important role in the Rainbow process. They represent the P&L business responsibility of the Regions and have the final internal approval power of attorney. They are defined in the Rainbow Authorization Matrices.

The FJAs must unanimously approve before the bid process can proceed to the next Rainbow phase.

The FJAs are supported, in their decision making, by Experts from several Support Functions of the Group.

### 5.2 Core Bid Team

There are four Key Roles identified in the Core Bid Team. In large bids, there may very well be an extensive list of Bid Team members that “report” to the Key Roles of the Core Bid Team. In small bids, one person may carry out multiple roles.

<p><b>Sales Lead (SL) / (Global) Client Executive Partner, (G)CEP<sup>1</sup></b></p> <ul style="list-style-type: none"> <li>• End-to-end Accountability for the bid</li> <li>• Main presenter in Rainbow reviews</li> <li>• Drives key offer preparation moments</li> <li>• Intelligence collection, enabling definition of the customer requirements</li> <li>• Drives the Win Strategy</li> <li>• Defines and completes the negotiation strategy</li> <li>• Closes the deal with the client.</li> </ul>	<p><b>Bid Manager</b></p> <ul style="list-style-type: none"> <li>• Shares responsibility and accountability of tasks with SL/(G)CEP, as potential backup</li> <li>• Produces &amp; delivers the approved offer, in line with the Win Strategy</li> <li>• Adheres to the Rainbow Process</li> <li>• Manages and controls the Bid Budget</li> <li>• Drives the entire bid team to get Experts’ sign-offs and alignments</li> <li>• Risk management strategy</li> <li>• Provides support to SL/(G)CEP to defend the deal at management level across all aspects</li> </ul>
<p><b>Solution Manager</b></p> <ul style="list-style-type: none"> <li>• Leadership and direction of the solution team</li> <li>• Manages the solution team to complete the definition of the winning solution</li> <li>• Ensures the solution matches the client’s requirements, in line with the agreed Win strategy</li> <li>• Obtains delivery and solution expert sign-offs</li> <li>• Manages external suppliers &amp; liaises with Procurement Bid Support</li> <li>• Prepares the costs and supporting documentation of the winning solution, including handover to delivery</li> </ul>	<p><b>Financial Lead</b></p> <ul style="list-style-type: none"> <li>• Manages the financial &amp; commercial strategy in line with the Win strategy</li> <li>• Produces the business case</li> <li>• Briefs Finance management prior to reviews</li> <li>• Financial approval of the approach</li> <li>• Prepares the supporting documentation, including the financial checklists</li> <li>• Liaison with Treasury, Tax, Finance and Legal support functions</li> <li>• Segregation of duties: The role of Financial Lead in the Bid Team can never be combined with the role of Financial Authorizer.</li> </ul>

### 5.3 Rainbow Manager

The Rainbow Manager ensures that the Rainbow Bidding process is properly executed and that all Atos staff (involved in the process) are sufficiently trained.

The Rainbow Manager is the process owner of the Rainbow Bidding process. (S)He decides how the process will be applied, taking both business and control requirements into account.

<sup>1</sup> When not acting as Authorizer

A Rainbow Manager is:

- empowered to adjust and tailor the process, for the bid at hand, for efficiency (e.g., combination of Reviews) as long as all the relevant control objectives are met,
- not allowed to shortcut the authorization rules.

The Rainbow review process is actively managed by the Rainbow manager. This includes:

- scheduling of the reviews and invitations, ensuring right attendance,
- ensuring that the review documents are presented in the expected quality,
- moderation of the review,
- ensuring that FJAs take decisions with all the necessary information they need,
- keeping of minutes,
- tracking and follow-up of action items.

In addition, the Rainbow Manager provides management reporting on the status of opportunities being Rainbowed, across the Group. S(He) also communicates, interacts, and joins forces with other Business Assurance functions to limit contract and delivery weaknesses.

## 6 Preconditions & Deliverables


### 6.1 Experts' Sign-off

As stressed in previous paragraphs, Rainbow reviews are **decision making** meetings, based on the input of relevant Experts from the Group, which review all the relevant aspects in advance and give their sign-off (conditional or not).

The sign-off from the experts is reflected in the relevant (dedicated) slide of the RESM (see screenshot below) and expressed in the form of Traffic Light logic (aka 'RAG'), exactly as the Rainbow reviews outcomes, but with a slightly different interpretation, as follows:

- **Green Light:** The Expert does support the Bid and considers that this is Business-As-Usual, with probably some risks that can be mitigated rather easily.
- **Amber Light:** The Expert does support the Bid but wants to alert the FJAs (and the future Delivery Team) on certain really challenging topics which are very critical and should be mitigated (as a pre-requisite). These topics should be strictly monitored and followed-up before we sign the contract and, if needed, during execution.
- **Red Light:** The Expert does not support the Bid because there is a very critical risk which cannot be mitigated.

**Important Note:** Specifically for Solution & Delivery sign-off, only the **Green** and **Red** traffic lights can be used. Refer to paragraph 6.1.1 for more details.

AREA	RAG	EXPERT <sup>(2)</sup> (NAME, FUNCTION)	DATE OF LAST ASSESSMENT / EXPERT COMMENT(S)	DECISION TO BE TAKEN IN RAINBOW REVIEW	ATTACH ARTEFACTS
<b>Solution &amp; Delivery</b>  <small>If not Green, Review should stop till status is moving to Green.</small>	R	[Name] / [Function]	YYYY-MM-DD – [Comments ...]	► [Decisions to be taken....]	[Artefact]
<b>Finance</b>	R	[Name] / [Function]			
<b>Tax</b> <sup>(1)</sup>	R	Name] / [Function]			
<b>Treasury</b>	R	Name] / [Function]			
<b>Legal, Compliance, CM &amp; Data Protection</b>	R	[Name] / [Function]			
<b>Risk</b>	R	[Name] / [Function]			
<b>Procurement</b>	R	[Name] / [Function]			
<b>HR</b>	R	[Name] / [Function]			
<b>M&amp;A (Mergers &amp; Acquisitions)</b>	R	[Name] / [Function]			

Notwithstanding the Traffic Light given by the Experts, and since the Experts are -in general- not invited in the Rainbow reviews, it is very important that the Bid Teams accurately convey, utilizing the relevant space in the Experts' Sign-off table of the RESM (see screenshot above), all points the Experts want to bring to the attention of the FJAs, or decisions that need to be taken during the Rainbow review.

In exceptional cases (usually when the topic is too complex to be expressed in few lines), the Experts may, at their discretion, request the Bid Team to devote one slide with their input/feedback, or even request from the Rainbow Manager to be extraordinarily invited so that they are able to elaborate on the topic(s) themselves, in the presence of the FJAs.



To allow the Experts to be able to perform their assessments in a professional manner, the Bid Teams should start engaging with them the earliest possible (at the latest, a couple of days after the Pursuit review), and certainly long before the Strategy Rainbow review takes place.

All applicable sign-offs must be secured (under the responsibility of the Bid Team) before the Rainbow review takes place.

There are, in total, nine (9) areas for which the sign-off from the relevant Experts is needed (refer to the below sub-paragraphs for more information on each one).

Under the responsibility of the Bid Teams, all relevant sign-offs must be collected, at the latest, before the Solution Rainbow review and properly presented (in the RESM) during the Solution Rainbow review (and all subsequent ones).

Some of them are mandatory and some are only applicable under certain conditions/circumstances, as follows:

- **Solution & Delivery:** Always mandatory for deals at Levels 1-5
- **Finance:** Always mandatory for deals at Levels 1-5
- **Tax:** Always mandatory for deals at Levels 1-2 and in most cases for deals at Levels 3-4 (refer to paragraph 6.1.3 below)
- **Legal, Compliance, Contract Management & Data Protection:** Always mandatory for deals at Levels 1-5
- **Risk:** Always mandatory for deals at Levels 1-5
- **Procurement:** Mandatory for deals at Levels 1-4, when external purchasing from vendors, suppliers and/or partners is part of the deal
- **HR (Human Resources):** Mandatory for deals at Levels 1-4 when there is, as part of the deal, either an obligation of transferring staff (or risk of secondary/indirect obligation), or steep ramp-up is needed as part of the envisaged solution. Refer also to paragraph 6.1.7.
- **Treasury:** Refer to paragraph 6.1.8.
- **M&A (Mergers & Acquisitions):** Refer to paragraph 6.1.9.

For the consolidated list of experts per Authorization Level, refer to the [Rainbow Stakeholders Tool](#).

### 6.1.1 Solution & Delivery

Given by appropriate Experts of the Business Lines, this sign-off is covering all aspects of the adequacy, accuracy, feasibility, and deliverability of the solution as this will be proposed to the end-customer. The sign-off pertains to the Solution Design, Costs, Delivery Plan & Resources (aka "SCDR"). It also focuses on all the assumptions accompanying the solution, when these are not cleared, while making sure that, in cooperation and coordination with the Bid Team, these are clearly transferred into our proposal and/or contractual documentation.

The **Win2Deliver** process (cf. paragraph 6.1.1.1), deployed for all L1-4 deals, gathers the inputs/sign-offs from all involved Business Lines, outside (and before) the rainbow reviews, for the relevant Experts to be able to give their end-to-end sign-off before the rainbow review takes place.

#### Important Note

Specifically for this sign-off...

- the Traffic Light given from the relevant Experts can only be either **Green** or **Red** (**Amber** can never be used), and
- it **must be Green** for the Rainbow review to take place; if not, the Rainbow review is postponed until the status is moving to **Green**, and
- the FJAs are not allowed to approve a deal (at any rainbow phase) if this sign-off is not Green,
- the Sign-off should be given by the Lead Business Line (cf. paragraph 3.2) and the Lead Business Line (Expert) must secure the sign-off from all other involved Business Lines (through the Win2Deliver process. In case the Lead Business line is unable to secure the sign-off from any of the other Business Lines, decision is escalated 1 rainbow level up.

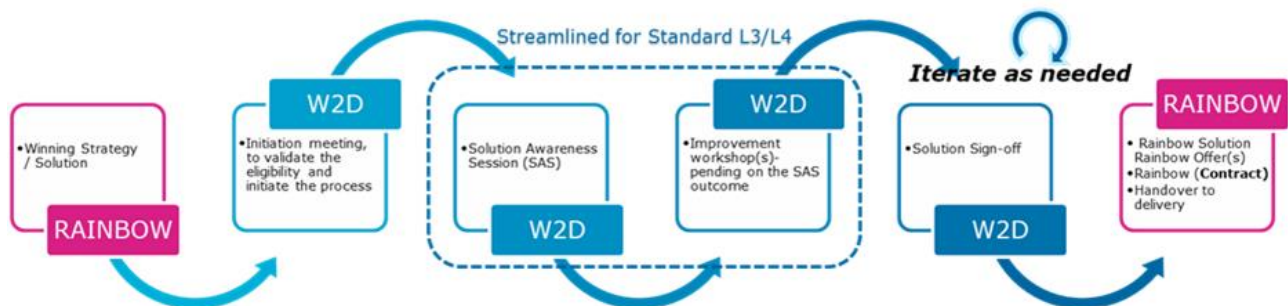
The [Rainbow Stakeholders Tool](#) provides the relevant guidelines (who sign-offs what).

### 6.1.1.1 Win2Deliver (W2D)

There is a Global Win2Deliver Management Office (primarily responsible for L1-2 deals) and Regional Win2Deliver Management Offices (responsible primarily for L3-4 deals and selected L1-2 deals). In both cases the single email address is [Win2Deliver\\_PMO@atos.net](mailto:Win2Deliver_PMO@atos.net). It is the responsibility of Bid Manager to ensure that the bid engages with the W2D process end-to-end to achieve the Solution & Delivery sign-off and subsequently, with the Solution Manager responsible to contact the W2D Management Office, as soon as possible, after the Pursuit review, with the following simplified steps:



1. Bid Manager downloads the [Deal Tracker](#) template and completes the "W2D Initiation Form" Worksheet (includes meta data regarding the deal such as rainbow level, practices scope, etc.)
2. Bid Manager populates the "Reference Designs (HLD) List" worksheet (as applicable for L1-L2 deals, optional for L3-4) and emails the populated W2D Deal Tracker to [Win2Deliver\\_PMO@atos.net](mailto:Win2Deliver_PMO@atos.net)
3. W2D then reviews and contacts the Solution team and schedules the W2D calls as required to meet the requirements ahead of the next Rainbow review(s).  
W2D invites the nominated approvers and attendees from the Business Lines.
  - a. For L1-2 deals, the full W2D process is followed (includes multiple working sessions, generally, at least 2).
  - b. For L3-4 deals, depending on the complexity of the deal, the W2D Management Office may streamline the number of reviews.
4. W2D team will finally forward the Solution & Delivery sign-off status to the appropriate Rainbow Manager, prior to the Rainbow review.



For more information on the Win2Deliver process, refer [here](#).

### 6.1.2 Finance

Given by appropriate Experts of the Finance organization, this sign-off is covering all aspects of the accuracy, completeness, and sustainability of the (internal) Financial Business Case. The Business Case presented in a Rainbow review, and signed-off by the relevant Expert, should always reflect what will externally be presented to the Customer (as part of the commercial/pricing section of our proposal).

This sign-off focuses also on all potential assumptions sustaining the Business Case, making sure that they are appropriately transferred into our proposal or contractual documentation.

Depending on the Authorization Level of a deal, the Finance sign-off is given by different people in the organization. The [Rainbow Stakeholders Tool](#) provides further guidelines (who sign-offs what).

### 6.1.2.1 VAR Profitability

As mentioned in the relevant section of the [Rainbow Bidding Authorization Rules](#) document, VAR deals (not rainbow exempted) require a minimum margin of 10%. The application of this rule is under the accountability of the Finance Expert, who, by giving his/her sign-off must ensure the following (cf. also paragraph 3.6):

- VAR with margin  $\leq 3\%$  should be rejected → The Finance Expert must give a RED traffic light,
- VAR with margin between 3% and 7% → The Finance Expert is asking for, and gets the approval from, the Region CFO (who will carefully check the compliance with IFRS rules to make the decision to recognize it as Gross or Net),
- VAR with margin  $> 7\%$  → The Finance Expert proceeds with assumption on Gross recognition but gets this IFRS treatment being confirmed by the Group Accounting organization.

The accountability is with the Finance Expert to check the above before any Rainbow review and include it in his/her sign-off. However, the Finance Rainbow Authorizer still reserves the right to supersede any alert from the Finance Expert and by doing so, he/she is taking the accountability for any deviation.

### 6.1.3 Tax

Sign-off from the appropriate Tax experts is mandatory in almost all cases.

In particular, Tax review and sign-off is mandatory for:

- Level 1-2 deals (as per the [Rainbow Authorization Matrix](#)),
- Level 3-4 deals (as per the [Rainbow Authorization Matrix](#)), except when all below conditions are met:
  - Atos has a legal presence in the country we deliver, **and**
  - The customer is neither a financial institution (e.g., Bank), nor a governmental institution (e.g., European Centre for Medium-Range Weather Forecast), **and**
  - Invoicing local-to-local, **and**
  - Services rendered local-to-local, **and**
  - No sale or leasing of equipment overseas, **and**
  - All delivery is on-shore, **and**
  - No remote services, **and**
  - No subcontractors, **and**
  - No partners, **and**
  - We will not be a member of a consortium or Joint Venture.

The assessment from the Tax experts is being facilitated by the usage of the relevant [Tax & Treasury Module](#), properly populated by the Bid Team.

The [Rainbow Stakeholders Tool](#) provides further guidelines (who sign-offs what).

### 6.1.4 Legal, Compliance, Contract Management & Data Protection

Given by appropriate Experts of the LCM organization, this sign-off is covering all aspects related to the Group's standards, policies and best practices on Contractual T&Cs, Compliance, Contract Management and Data Processing.

It also focuses on potential conditions (usually taking the form of Legal Disclaimers) that should be transferred into our proposal or contractual documentation.

The [Rainbow Stakeholders Tool](#) provides guidelines (who sign-offs what).

The next two sub-paragraphs are a reminder of the two main instruments (KCPs & Compliance Checklist) used for the assessment of the relevant topics.

It is important to note that, as with all areas of sign-off, all topics should be carefully reviewed prior to the Rainbow reviews.

#### 6.1.4.1 Key Contracting Principles (KCPs)

The Atos Key Contracting Principles (KCPs) represent contractual guidelines for commercial engagements. They are fundamental as conditions for doing business and help to protect Atos in case of issues with the customer during delivery.

The KCPs apply to all bids, and it is under the responsibility of all involved parties (Bid Teams, Experts, Support Functions) to make sure that they are respected and that deviations, if any, are properly highlighted during the Rainbow reviews.

The KCPs cover:

- legal aspects (e.g., penalties, limitation of liability, termination conditions)
- financial aspects (e.g., payment terms, protection against foreign exchange risks and inflation)
- operational aspects (e.g., benchmarking, delivery location)

The decision to deviate from the principles is the prerogative of the FJAs.

For this purpose, the RESM contains a dedicated section where only the contractual items with a deviation to the KCPs should be presented.

For more information on the KCPs please refer to the respective [Group Legal Policies library](#).

#### 6.1.4.2 Compliance Checklist

The Compliance Checklist (included in the RESM – see screenshot below) intends to ensure proper assessment and attention regarding issues relevant for Atos Group Compliance, such as anti-corruption, export control, data protection (CADP requirement due to new EU GDPR regulation) and more.

The Compliance Checklist needs to be kept always up-to-date by the Bid Team, at all phases of a bid cycle (Strategy, Solution, Offer, Contract).

	TOPICS TO BE ADDRESSED	Y/N?	DETAILS / COMMENTS	APPROVAL
General	Has Legal Compliance and Contract Management (LCM) Department reviewed <b>all appropriate documents</b> , such as agreements, appropriate T&Cs, Compliance clauses, Export Control (EC) requirements ?	Yes / No	<ul style="list-style-type: none"> <li>▶ If <b>NO</b>, please provide all appropriate documents for review by RBU/Cluster Group Legal Compliance and Contract Management (LCM) Department.</li> <li>▶ If <b>YES</b>, provide the approval artefact.</li> </ul>	Y (Approval artefact) / N or N/A
Business Partners	Have all <b>business partners</b> involved in the transaction (such as sales representatives, intermediaries, resellers, or business partners involved in partnerships and joint ventures (if any) ) been checked and approved through the <a href="#">Business Partners Tool</a> ?	Yes / No	<ul style="list-style-type: none"> <li>▶ If <b>NO</b>, please proceed to obtain approval through the <a href="#">Business Partners Tool</a> before the submission.</li> <li>▶ If <b>YES</b>, provide the approval from the <a href="#">Business Partners Tool</a>.</li> </ul>	Y (Approval artefact) / N or N/A
Vendors	Has the selection of <b>all suppliers, service providers and subcontractors</b> involved in the transaction (if any) been checked by Procurement ? Such check include approval of the entities through ID Prove, as well as ensuring that where the client requests a particular 3rd party as part of the preferred solution, this is fully documented, including Atos' confirmation in writing of the intention to meet such a requirement.	Yes / No	<ul style="list-style-type: none"> <li>▶ If <b>NO</b>, please contact Procurement (Local or Global) to obtain approval of all suppliers, service providers and subcontractors before submission. Procurement to liaise with Legal in case of any doubts over the rationale of the client's request, and potential compliance risks</li> <li>▶ If <b>YES</b>, provide the approval artefact.</li> </ul>	Y (Approval artefact) / N or N/A
Trade Regulations	Has the transaction been cleared in light of the <b>country compliance risk</b> as rated in <a href="#">the Country at Risk Table</a> ?	Yes / No	<ul style="list-style-type: none"> <li>▶ If <b>NO</b>, please proceed before submission.</li> <li>• Reminder, if a country involved, directly or indirectly, in the delivery is rated as "Very High risk", then it is Reserved Matter, and approval is needed from Global Compliance.</li> <li>▶ If <b>YES</b>, provide the approval artefact.</li> </ul>	Y (Approval artefact) / N or N/A
Export Control	If the transaction involves goods and/or services controlled under <b>export control laws and regulations</b> (designed or modified for a military use or cited in an export control list), has it been checked and approved by Export Control SPOC ?	Yes / No	<ul style="list-style-type: none"> <li>▶ If <b>NO</b>, please contact the Export Control SPOC.</li> <li>▶ If <b>YES</b>, provide the approval artefact.</li> </ul>	Y (Number & Approval copy) / N or N/A
Data Protection	Has the <a href="#">Atos CADP-P</a> (Compliance Assessment of Data Processing For Atos As A Processor) form been completed and reviewed by Experts appointed by Data Protection ?	Yes / No	<ul style="list-style-type: none"> <li>▶ If <b>NO</b>, complete ASAP the CADP-P and submit it for the relevant assessment, as described <a href="#">here</a>.</li> <li>– If the deal concerns a Renewal/Change Request of an existing contract, make sure that: a) there is already a CADP-P, and b) the CADP-P is updated (utilizing its versioning mechanism) to reflect the new/changed scope accordingly.</li> </ul>	Y (Approval artefact) / N or N/A

*Note: Please always check the current version of the [RESM](#) for the latest version of the above checklist.*

#### 6.1.5 Risk

Given by appropriate Experts of the Risk Management organization, the objective of this sign-off is to verify that the Bid Team has executed a proper risk analysis of the deal at hand.

This is accommodated through the appropriate usage of the MyRisks platform (refer to paragraph 6.2.2).

The [Rainbow Stakeholders Tool](#) provides guidelines (who sign-offs what).

The Risk Assessment sign-off should be completed (at the latest) prior to the Solution Rainbow Review and repeated, if needed (i.e., when there are changes in the solution) at each phase afterwards (Offer, Contract, Handover).

In time (at least 3 working days before the Solution Rainbow Review, unless agreed otherwise) the Bid Manager should submit to the relevant Expert all the necessary information (i.e., Bid RAID, relevant contract information, tender documents, solution description, etc.) for his/her review.

Upon completion of the analysis, the Expert either confirms his validation or requests the Bid Manager to schedule a joint review for in-depth validation prior to the Rainbow Review.

The Bid Manager and the Expert must ensure that: (a) the risks are identified and assessed, and mitigation actions are planned, (b) the mitigation actions (especially due before contract signature) are executed in time, in budget and effectively, (c) any costs related to mitigation actions, or residual costs, are properly included in the P&L of the deal as part of the risk contingency.

If the already validated risk profile of a bid has not changed materially at the time of subsequent Rainbow Review, the Bid Manager should inform the Expert accordingly (so that a new risk assessment is probably skipped).

**Important Note:** The role of the Risk Expert is to assure that the risk management process is followed properly, involving the right representatives, and covering all activities and domains. The responsibility to perform a proper risk analysis and to create a complete and consistent Bid RAID remains with the Bid Team.

#### 6.1.5.1 Assumptions, Issues & Dependencies

The incomprehensive management of bid assumptions, issues and dependencies is a major root cause for contracts deviating from their anticipated performance. Therefore, their management (e.g., clear/transparent stipulation of our assumptions in our offers) is equally important and should be properly tackled in the Bid RAID, via the MyRisks platform (refer to paragraph 6.2.2).

#### 6.1.6 Procurement

Given by appropriate Experts of the Procurement organization, this sign-off is mandatory only when the opportunity at hand, includes purchasing of Software, Hardware and/or Services from 3<sup>rd</sup> parties.

The objective of this sign-off is to ensure proper selection of vendors, suppliers, and subcontractors in accordance with the Atos Procurement strategy, as also validate the commercial negotiation strategies.

The [Rainbow Stakeholders Tool](#) provides guidelines (who sign-offs what).

#### 6.1.7 HR

Given by appropriate Experts of the Human Resources organization, this sign-off is mandatory only when the opportunity at hand encompasses a possibility, legal obligation, or explicitly expressed requirement to take over people from, either the customer, or any of the incumbents currently rendering the services we will be taking over (if that's the case).

Where a bid includes a transfer of individuals, Atos touches upon labor law in terms of the TUPE (Transfer of Undertakings - Protection of Employment) or ARD (Acquired Rights Directive). If such transfers also include taking over these employees' packages (e.g., defined benefit schemes), this must be approved separately.

The [Rainbow Stakeholders Tool](#) provides guidelines (who sign-offs what).

### 6.1.8 Treasury

Given by appropriate Experts of the Treasury organization, this sign-off is related to:

1. Credit Risk of prospects/customers and it is **mandatory** when...
  - a. the opportunity at hand (being Rainbowed) concerns a **new customer**, or
  - b. when the payment terms imposed by the customer are greater than 30 days<sup>1</sup>,
2. Cash Management (aka "Cash Trap") in regulated countries.

#### Important Note

This sign-off should not be confused with the validation/approvals needed (from Group Treasury) as part of the clearance process of some of the Rainbow Reserved Matters (refer to paragraph 3.8).

#### Special Temporary Provision

Notwithstanding the above, for all bids to be Rainbowed at Levels 1-4, it is an obligation of the Bid Team to check whether the prospect/customer is included in the Group Treasury's [Watch List](#) (file "Risky customer list DD MMM YYYY").

If this is the case, this Treasury Sign-off is becoming **mandatory** (despite whether the conditions mentioned above are met) and must be initiated by the Bid Manager to the relevant SPoC of the Treasury organization keeping in copy the relevant Regional Head of Financial Architects (cf. [here](#)).

**Attention:** The "Watch List" is being updated on a regular basis, so it could very well be that the prospect/customer is not in the list when a Rainbow cycle starts, therefore the Bid Teams are requested to check it frequently, certainly before sending any binding offer and/or signing a contract.

### 6.1.9 M&A

Given by appropriate Experts of the relevant organization, this sign-off is mandatory in case any of the following cases is part of the opportunity being Rainbowed (i.e., there is either an explicit requirement from the customer, or we are considering any of the below as part of our deal strategy).

- Acquire a company,
- Invest in a company,
- establish a Joint Venture,
- acquire assets, combined with the related processes, which would lead to a business combination.

The [Rainbow Stakeholders Tool](#) provides guidelines (who sign-offs what).

## 6.2 Deliverables

### 6.2.1 Rainbow Executive Summary Memorandum (RESM)

The RESM is the main tool used in the Rainbow Bidding process for presenting information to the FJAs during a Rainbow review. It enables a significant amount of information to be collected and presented in an efficient way. The use of a standard format at each Rainbow phase enables bid teams and reviewers to focus easily on the information contained therein.

Since early 2020, Group Bid Control introduced a new, all-phases-encompassing, RESM template, applicable for all deals at Levels 1-4, which should be used throughout the Rainbow phases (from Strategy and up until the Handover).

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<sup>1</sup> Exception when the Opportunity at hand is part of (governed by) a Shell/Frame agreement (already approved in Rainbow and signed) and the Payment Terms are equal or better, compared to the ones of the existing agreement.



The new RESM contains detailed and important instructions about its intended/proper usage as well as grey sidebars and informational boxes throughout its slides, designed to help the Bid Teams consider relevant matters for the proper fulfilment of each slide.

The official RESM template is always maintained by the Group Bid Control organization, [here](#).

### 6.2.2 MyRisks – Bid RAID

As mentioned in paragraph 6.1.5, the Bid teams are responsible for ensuring that a risk assessment is carried out on all bids, covering all risks and their potential outcomes. This is achieved through the usage of the **MyRisks** web application.

#### Context

The primary purpose of **MyRisks** is to support the organization effectively and efficiently in their assessment and management of Risks and Issues.

MyRisks is a new concept, supported by appropriately enhanced tooling, within the Atos Group, which allows the management of all Risks, Assumptions, Issues and Dependencies, in a consistent and homogeneous way.

MyRisks is based on one universal **RAID** template, supporting the identification, assessment, planning (of mitigation, verification, and remediation) and monitoring of **R**isks, **A**ssumptions, **I**ssues and **D**ependencies.

In a nutshell MyRisks entails:

1. New **Portal** functionality for better visibility of, and easier access to, "RAIDs".
2. Change from the legacy "Risk Register" template to a better and more comprehensive **RAID** template, supporting good project management practice.
3. Alignment of the template structure and logic to the **core process** of Risk & Issue Management.

#### Deployment

Initially, MyRisks was deployed only for Contracts in Execution (November 2018).

During 2019 the functionality of MyRisks was further enhanced with features being important to support the risk management efficiently also during the bidding phase, like e.g., Libraries with good-practice "standard" risks and assumptions, the use of parameters for financial calculations, the possibility to model scenarios, an in-built RAID Sign-off documentation, an automated RESM "risk" slide and a handover of the RAID from bid to contract in the tool. This is all encapsulated in a new RAID type called "Bid RAID".

Since May 1<sup>st</sup>, 2020, the use of MyRisks in bidding (aka "Bid RAID") is mandatory (you can refer also [here](#)).

Extending the usage of MyRisks also to the bidding phase provides a seamless management of risks (and issues) across the whole deal cycle from the deal pursuit up to the contract expiry.

It also brings the good practices of risk and issue management, as encapsulated in the core process of [Risk & Issue Management](#) and as built into the tool, to the bid phase. This is important, as the Bid RAIDs usually provide the main input to contract risk & issue management via the handover process.

Finally, it provides the company with a more transparent and better documented approach to risk management in the bids.

#### Access

To be able to work with the tool, any user needs to request a MyRisks role:

1. Bid Manager Role: This is meant for bid managers and other colleagues needing to create and to own Bid RAIDs. It allows to create new Bid RAIDs and to assign individual RAID access to other Atos employees.
2. Transversal User Role for Bid RAIDs: This is meant for management and for supporting functions overseeing a whole portfolio of Bid RAIDs. It does not allow to create new Bid RAIDs.

Both access types can be requested via the relevant ticket through the IT Support Portal (specific ticket type for each role – search for “MyRisks” category)

MyRisks can be accessed by any Atos employee (having a DAS ID and at least one MyRisks access role assigned, as per the above), through the following link: [MyRisks Landing Page](#)

## Support / Training

There are three MyRisks handbooks available:

- MyRisks End User Guide  
Tool documentation, describing how to work in MyRisks from a technical/functional perspective
- MyRisks End User Guideline  
The main official and complete guideline, covering all aspects of MyRisks and explaining in detail how to work in MyRisks in the context of business
- MyRisks Quick Guideline for Bid Teams  
Shorter version of the End User Guideline, aimed mainly at Bid Teams (but not limited to)

These can be found in Sharepoint under: [MyRisks Guidelines](#)

There is also a set of short (5-15 mins.) videos available, explaining the overall tool and its specific features. These can be found on Sharepoint under: [MyRisks Webinars](#) (short video trainings)  
*[Access to these documents is also possible through MyRisks tool itself (Help menu at the top right of the MyRisks landing page)].*

There is also a [list](#) of all available supporting documents and webinars in more details, providing also a guidance, about which elements are relevant for which role and in which order should be attended.

## Other Information

- The former, Excel-based, pre-populated risk registers are replaced in MyRisks by the **Library RAIDs**, which contain a set of common risks and assumptions to be used to populate an empty Bid RAID, as a first step.
- The Default Risk Contingency (DRC) is not anymore maintained in MyRisks, but it can still be found [here](#).
- Currently there are four different RAID Types available in MyRisks:
- Contract RAID
- Bid RAID
- Library RAID

Bid teams should work with Bid RAIDs and use the Library RAIDs.

Contract RAIDs are aimed at Contracts in Execution.

The various RAID Types are not differing in structure and content, but in the level of integration with other tools (like Nessie or PARMA) and in the availability of some specific business-process related functionalities.

### 6.2.3 Financial Business Case

Latest by the Offer Rainbow review, the Bid Team must present the (internal) Financial Business Case (aka “Initial Business Case” or IBC) of the deal at hand and all the relevant assumptions sustaining it (in the relevant sections of the RESM template).

Links to the tools for doing so, are hosted in the [FRESM](#) folder of the Group Bid Control site.

- GOAT should be used by Financial Architects (access is restricted to the community of Financial Architects) for Bids at Rainbow Authorization Levels 1-4,
- FASD should be used for Bids at Rainbow Authorization Level 5 (and Level 6, optionally).



### 6.2.3.1 Important Considerations

When building the Financial Business Case (aka "IBC"), the Bid Teams and the Financial Architects should keep in mind the following:

- Even if the deal concerns renewal/extension, the official IBC should be built considering the deal as standalone (no WIP/Receivables from the old contract).  
If needed, for the benefit of the FJAs, the Bid Team can create an alternative view which cannot be used as a basis for the decision of the FJAs.
- In case of significant changes to running contracts (that need to be re-authorized in Rainbow) do not consider only the new/changed scope; the complete contract-to-go scope (incl. the new/changed volume) must be presented in the Business Case to be approved.
- The official IBC should not contain the impact of any sort of Financial Engineering (factoring, Investment credit, etc.).  
If needed, for the benefit of the FJAs, the Bid Team can create an alternative view which, however, cannot be used as a basis for the decision of the FJAs.
- When Leasing is being considered, both P&L simulations (CapEx vs. OpEx) should be presented to the FJAs.
- The official IBC should always reflect the current status of the negotiations with our Customer and it should not contain hypothetical scenarios (e.g., Cash Profile assuming that we will be successful in future negotiations with the Customer to have them agreeing on better payment terms).  
If needed, for the benefit of the FJAs and for allowing the Bid Team to get a mandate/guidance for the negotiations, the Bid Team can create an alternative view, for the benefit of the FJAs.
- Using the [FRESM](#) tools (GOAT or FASD) to calculate the IBC, **never change** the below parameters (which are set, transversally, at Corporate level, from the Group CFO) for:
  - Tax Rate (at 26%),
  - Cost allocation of various internal projects, R&D and presales (see the relevant section of our [Rainbow Bidding Authorization Rules](#) document), a.k.a. the difference between PM and GM, and
  - The allocated Overheads of all Indirect Costs (see the relevant section of our [Rainbow Bidding Authorization Rules](#) document), a.k.a. the difference between GM and OM.
- Offers/Quotations based on Rate Cards (and Frame Contracts):  
Although the proposal we are submitting is usually restricted to rate cards (per profile and seniority) with no real commitment from the Prospect/Customer side, the Bid Team is expected to build the Business Case on a realistic (aka "most likely") scenario, which will also have to match the valuation of the deal (Total External Revenue value), as this is registered in our CRM system. All baselining assumptions (i.e., how the profiles of the resources will be blended, which of those are on-shored or offshored, etc.) that sustain such a Business Case, must be clearly presented, and explained.

## 7      **Contacts & Further Information**

Rainbow contacts:

- [List of Bid Control Heads & Deputies](#)

Further information on Rainbow Bidding:

- [Rainbow Bidding process & rules](#)
- [Rainbow Bidding tools](#)
- [Rainbow Bidding training material](#)

## 8 Acronyms / Abbreviations

Most of the acronyms and abbreviations used in this document are defined in the Atos [Group Reporting Definitions \(GRD\)](#)

ARD/TUPE	Acquired Rights Directive / Transfer of Undertakings (Protection of Employment) Regulations
BaFO	Best and Final Offer
BDS	Big Data & Security (Atos Product)
CADP	Compliance Assessment of Data Processing
CapEx	Capital Expenditure (i.e., investment in assets)
CEO	Chief Executive Officer
CFO	Chief Financial Officer
CRM	Customer Relationship Management system
DPO	Data Protection Officer (or Data Protection Office)
DRC	Default Risk Contingency
ER	External Revenue
FJA/FJAs	Final Joint Authorizer(s)
FRESM	Financial Rainbow Executive Summary Memorandum
GDPR	EU General Data Protection Regulation
GIC	Global Investment Committee
GM	Gross Margin
GSS	Global Strategic Sales
HR	Human Resources
KCPs	Atos Key Contracting Principles
LIC	Local Investment Committee
M&A	Mergers & Acquisitions
P&L	Profit & Loss
Payback	Time in which the initial cash outflow of a bid is expected to be recovered from the cash inflows generated
PM	Project Margin
RESM	Rainbow Executive Summary Memorandum
RFI	Request for Information
RFP	Request for Proposal
RFQ	Request for Quotation
SLA	Service Level Agreement
T&Cs	Terms & Conditions
T&M	Time & Material
T&T	Transition & Transformation
TCV	Total Contract Value
UCC	Unified Communications & Collaboration (Atos Product)
VAR	Value Added Resale
W2D	Win2Deliver