

**RM6100 Technology Services 3**  
**Framework Schedule 4 Annex 1**  
**Lot 4 Order Form**  
**Order Form**

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Contract RM6100 dated 31/07/2024 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Contract**") and should be used by Buyers conducting a further competition under the Framework Contract.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Contract) consisting of this Order Form and the Call Off Terms. The Call Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Contract and copies of which are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm6100>. The agreed Call Off Terms for the Contract being set out as the Annex 1 to this Order Form.

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

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

1. This document headed "Order Form";
2. The following Attachments with reference to the corresponding Schedule in the Call-Off Terms. Attachments to this Order Form either replaces (i) an Annex to a Schedule in the Call-Off Terms or (ii) a Schedule to the Call-Off Terms in its entirety (for example, Attachment 2.1 (Services Description)):

Attachment to the Order Form	Schedule to the Call-Off Terms
Attachment 2.1 (Services Description)	See Schedule 2.1 (Services Description)
Attachment 2.2 (Key Performance Indicators and Subsidiary Performance Indicators Tables)	See Schedule 2.2 (Performance Levels)
Attachment 2.3 (Environmental Requirements)	See Schedule 2.3 (Standards)
Attachment 2.4 (Information Management System)	See Schedule 2.4 (Security Management)
Attachment 3 (Buyer Responsibilities)	See Schedule 3 (Buyer Responsibilities)
Attachment 4.1 (Supplier Solution)	See Schedule 4.1 (Supplier Solution)
Attachment 4.2 (Commercially Sensitive Information)	See Schedule 4.2 (Commercially Sensitive Information)
Attachment 4.3 (Key Sub-Contractors)	See Schedule 4.3 (Key Sub-Contractors)
Attachment 4.4 (Third Party Contracts)	See Schedule 4.4 (Third Party Contracts)

Attachment 5 (Software)	See Schedule 5 (Software)
Attachment 6.1 (Outline Implementation Plan)	See Schedule 6.1 (Implementation Plan)
Attachment 6.2 (Test Success Criteria)	See Schedule 6.2 (Testing Procedures)
Attachment 7.1 (Charges)	See Schedule 7.1 (Charges and Invoicing)
Attachment 7.2 (Maximum Payments on Termination)	See Schedule 7.2 (Payments on Termination)
Attachment 7.3 (Approved Benchmarkers) N/A	See Schedule 7.3 (Benchmarking) - N/A
Attachment 7.3 (Financial Distress)	See Schedule 7.4 (Financial Distress)
Attachment 7.6 (Anticipated Savings)	See Schedule 7.6 (Anticipated Savings)
Attachment 8.1 (Representation and Structure of Boards)	See Schedule 8.1 (Governance)
Attachment 8.4 (Transparency Reports and Records to Upload to Virtual Library)	See Schedule 8.4 (Reports and Records Provision)
Attachment 9.1 (Notified Sub-Contractors)	See Schedule 9.1 (Staff Transfer)
Attachment 9.2 (Key Personnel)	See Schedule 9.2 (Key Personnel)
Attachment 11 (Processing Personal Data)	See Schedule 11 (Processing Personal Data)

### 3. Annex 1 – Call-Off Terms and Additional/Alternative Clauses.

The Order of Precedence shall be as set out in Clause 1.4 of the Call-Off Terms being:

- a. the Framework, except Framework Schedule 18 (Tender);
- b. the Order Form and its Attachments (other than Attachment 4.1 (Supplier Solution) and its Annexes) and Schedule 2.2 (Performance Levels) and its Annexes.
- c. the Call-Off Terms (including the Schedules and their Annexes) (other than Schedule 2.2 (Performance Levels) and its Annexes which is dealt with above in (b)).
- d. Attachment 4.1 (*Supplier Solution*) and its Annexes (if any); and
- e. Framework Schedule 18 (Tender).

## Section A

### General Information

#### Contract Details

<b>Contract Reference:</b>	C299062 / Supplier reference PID207542
----------------------------	--

<b>Contract Title:</b>	UKHSA Data Platform Transformation Delivery Partner EDAP
------------------------	---

<b>Contract Description:</b>	<p>EDAP's core foundation is now live with several key datasets ingested and key enduser capabilities implemented resulting in significant cost savings due to decommissioning of legacy systems. This is the continuation of the development and build of the Enterprise Data &amp; Analytics Platform (EDAP), our focus is on advancing the platform by incorporating additional key datasets deriving health outcomes and integrating advanced analytical capabilities. This ongoing enhancement aims to create a more robust and comprehensive EDAP, equipping it with the necessary tools to harness the full potential of data for insightful analytics and informed decision-making.</p>
------------------------------	---

**Contract Anticipated Potential Value:**

Maximum value up to the value of £18 Million  
Excluding VAT over the full Term of the

1. The Supplier acknowledges that, in Contract. entering into this Call Off Contract, no form of exclusivity or volume guarantee or guarantee of an Order has been granted by the Buyer for the Services and that the Buyer is at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all services which are the same as or similar to the Services.
2. The Supplier shall have no claim against the Buyer for loss of profit or loss of income or loss of goodwill or loss of business nor a claim for specific performance of the Call Off Contract in the event that the Buyer does not place an Order with the Supplier during the Initial Term or Extension Period, nor if the Buyer opts to terminate the Call Off Contract prior to the expiry of the Initial Term, nor if the Buyer opts not to invoke the Extension Period.
3. The Supplier acknowledges that it is fully aware of the basis upon which

this Call Off Contract shall operate and shall freely enter the Call Off Contract on the basis set out herein.

4. For the avoidance of doubt the Supplier shall not be entitled to be paid any compensation from the Buyer upon expiry of this Call Off Contract nor if the Buyer opts not to place an Order under the Contract, nor if the Buyer shall not exercise the Extension Period.

5. The Parties acknowledge this is an agile Call Off Contract. The full scope of Services shall be determined during the Term as agreed between the Parties in statements of work (or equivalent). The Charges for the Services shall be set at framework rates and shall be agreed by the Buyer. Charges which exceed the Charges sated in this section of the Order Form shall be a Variation and dealt with according to clause 19.1.1 of the Call Off Terms.

6. The scope of the Services may increase or decrease according to the needs of the Buyer and subject always to availability of budget and internal and external approvals.

7. The provisions of clause 34.3 and Schedule 7.2 shall be interpreted according to clauses 1-6 and above and this clause 7 of this section of the Order Form.

Estimated Year 1 Charges: **£8,012,538.00**

#### **Buyer details**

##### **Buyer organisation name**

UK Health Security Agency

##### **Billing address**

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

UK Health Security Agency, 5th floor  
10 South Colonnade  
London  
E14 4PU

##### **Buyer representative name**

The name of your point of contact for this Order

[REDACTED]

##### **Buyer representative contact details**

Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 44.3 of the Call-Off Terms.

[REDACTED]

##### **Buyer Project Reference**

Please provide the customer project reference number. C299062

#### **Supplier details**

##### **Supplier name**

Kainos Software Limited  
(with company number NI019370)

##### **Supplier address**

Kainos House, 4-6 Upper Crescent, Belfast, BT7 1NT

### Supplier representative name

The name of the Supplier point of contact for this Order. This must include an email for the purpose of Clause 44.3 of the Call-Off Terms.

[REDACTED]

### Supplier representative contact details

[REDACTED]

Address: Kainos House, 4-6 Upper Crescent, Belfast, BT7 1NT

### Order reference number

A unique number provided by the supplier at the time of quote

Ref: 207542

## Section B

### Part 1 – Framework Lots (for multi-Lots only)

#### Framework Lot under which this Order is being placed

*Guidance Note: where a buyer is conducting a multi-lot procurement and Lot 4 is one of those (which in that case this Order Form and corresponding Call-Off Terms will apply to all Lot(s) under that procurement, tick below which Lot(s) apply in addition to Lot 4. Where this is not a multi-lot procurement and only Lot 4 applies, this Part 1 does **not need** to be completed.*

- |   |                                     |
|---|-------------------------------------|
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN    | <input type="checkbox"/>            |
| 2. TRANSITION & TRANSFORMATION              | <input type="checkbox"/>            |
| 3. OPERATIONAL SERVICES                     |                                     |
| a: End User Services                        | <input type="checkbox"/>            |
| b: Operational Management                   | <input type="checkbox"/>            |
| c: Technical Management                     | <input type="checkbox"/>            |
| d: Application and Data Management          | <input type="checkbox"/>            |
| 4. MAJOR SERVICES TRANSFORMATION PROGRAMMES | <input checked="" type="checkbox"/> |
| 5. SERVICE INTEGRATION AND MANAGEMENT       | <input type="checkbox"/>            |

### Part 2 – Contract Details

#### Term

24 months from the Effective Date.

**Initial Term**

12 months from the Effective Date.

**Extension Period**

*One (1) period of up to 12 Months*

**Sites for the provision of the Services**

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

The Supplier shall provide the Services from the following Sites:

**Buyer Premises:**

The Services will be carried out at the Supplier's premises or remotely. The Buyer may request attendance at their office locations. No travel expenses or subsistence payments will be due to the Supplier for travel to/from the Buyer's offices. On the basis of the nature of activities likely to be required to be undertaken by the Supplier and notwithstanding the generality of the foregoing, the Parties shall discuss and agree any specific principles relating to the location from which Services (or parts thereof) will be provided and include such agreement in each applicable proposal of work.

The Buyer Premises shall include but not be limited to:

UK Health Security Agency, 5th floor

10 South Colonnade

London

E14 4PU

Cunard Building

Water Street

Liverpool

Merseyside

L3 1DS

Blenheim House

Duncombe Street

Leeds

LS1 4PL

23 Stephenson Street

Birmingham

B2 4BH

**Supplier Premises:**

As many individuals providing the Services will be working from the Supplier's office locations within the UK, the Supplier premises from which the Services will be provided will include various home and office locations within the UK as agreed with the Buyer. On the basis of the nature of activities likely to be required to be undertaken by the Supplier and notwithstanding the generality of the foregoing, the Parties shall discuss and agree any specific principles relating to the location from which Services (or parts thereof) will be provided and include such agreement in each applicable deliverable.

Kainos House,  
4-6 Upper Crescent,  
Belfast,  
BT7 1NT

### **Third Party Premises:**

As many individuals providing the Services will be working from the Supplier's office locations within the UK, the Third-Party premises from which the Services will be provided will include various home and office locations within the UK as agreed with the Buyer. On the basis of the nature of activities likely to be required to be undertaken by the Supplier and notwithstanding the generality of the foregoing, the Parties shall discuss and agree any specific principles relating to the location from which Services (or parts thereof) will be provided and include such agreement in each applicable deliverable.

Amazon Corporate Office LHR16  
1 Principal Place,  
London  
EC2A 2FA

### **Buyer Assets**

- The Buyer will not provide any hardware, save for laptops
- Buyer shall be responsible for provision of laptops and other equipment to all required resource.
- All processing of Buyer Data will be on Buyer systems within the virtual desktops, except where Buyer Data is required for approved use by the Supplier for incident resolution purposes subject to the data deletion requirements described in Attachment 11 (Processing Personal Data Processing), and all processing shall be in accordance with the provisions governing data processing set out in this Contract.
- The Supplier shall comply with the geographical restrictions notified to it by Buyer with regards to location of personnel and transfers of Buyer Data and may only use personnel and transfer Buyer Data in jurisdictions agreed by the Buyer and detailed within this Contract.



- Buyer will maintain its infrastructure and the Buyer Assets (hardware and software) during the term of the Contract.
- Supplier is not responsible for and shall have no liability arising out of or relating to, the performance, reliability, availability, or security of any Buyer or third-party system or hardware which is not within the scope of the Services.
- It is Buyer's responsibility to ensure that appropriate Buyer systems management and operations functions are in place to support the Services (including VDI access and performance).

On the basis of the nature of activities likely to be required to be undertaken by the Supplier and notwithstanding the generality of the foregoing, the Parties shall discuss and agree any specific principles relating to the provision of Buyer Assets and include such agreement in each applicable Milestone.

## Insurance

Third Party Public Liability Insurance (£) - 10,000,000

Professional Indemnity Insurance (£) - £10,000,000

Employers Liability Insurance (£) - 10,000,000

Such insurances shall apply to the Initial Term and refresh for each Extension Period and continue for a period of 6 years following termination or expiry of this Contract.

## Goods

*Guidance Note: list any Goods and their prices.*

Not Applicable

## Security Management – Option Part A or Part B

*Guidance Note: Schedule 2.4 (Security Management) of the Call-Off Terms has two options in respect of Security Management. Refer to Schedule 2.4 (Security Management) for detailed guidance on which Part to select.*

Security Management Schedule	Tick as applicable
Part A – Security Assurance	<input checked="" type="checkbox"/>
Part B – Security Accreditation	<input type="checkbox"/>

The Part selected above shall apply this Contract.

## Section C

### Part 1 – Additional and Alternative Buyer Terms

#### **Alternative Clauses and Additional Clauses** (see Annex 3 of Framework Schedule 4)

*This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Alternative and Additional Terms and Conditions Lot 4*

#### **Part A – Additional Clauses**

<b>Additional Clauses</b>	<b>Tick as applicable</b>
C1: Collaboration Agreement	<input type="checkbox"/>
C2: MOD Clauses	<input type="checkbox"/>

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Alternative and Additional Terms and Conditions Lot 4 shall be incorporated into this Contract.

#### **Part B - Alternative Clauses**

The following Alternative Clauses will apply:

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

Where selected above the Alternative Clauses set out in document RM6100 Alternative and Additional Terms and Conditions Lot 4 shall be incorporated into this Contract.

#### **Part C – Call Off Special Terms**

##### **Special Term 1:**

Optional deliverables (as set out in the Statement of requirements) (Order Form Template and Call-Off Schedules) must be agreed by both parties prior to work commencing and must be formally approved by UKHSA SRO and Supplier authorised representative. The Time & Material rate card disclosed within the commercial envelope of the Supplier's bid will be used to cost any additional deliverables. The Supplier is to submit a quote with clear scope and days effort based on the agreed rate card Call-Off Schedule 7.1 (Charges and Invoicing). The Supplier's quote is to be agreed by the Buyer and final signoff by the Buyer's representative.

##### **Special Term 2:**

Where the Supplier's ability to invoice or right to be paid is linked to the completion of milestones or acceptance and the Buyer terminates without cause before such milestones or acceptance (provided the Supplier is in the process of meeting the milestones or acceptance), the Supplier shall be entitled to invoice the Buyer, and the Buyer shall pay the Supplier, on a Time and Materials basis for the Services performed by the Supplier up until the date of termination.

**Special Term 3:**

Implementation-Plan-and-Testing, Schedule 6.1 Service Levels and Framework Schedule-2.1 - Specification - all to be agreed by the end of the Discovery phase . Once agreed, a Change Control Procedure (Schedule 8.2) will be conducted.

**Special Term 4:**

In order to allow for the Buyer's onboarding processes and the use of the Buyer's I.T equipment, the Supplier is required to give a minimum of 14 days' notice, or as much notice as is reasonably practicable, of its intention to remove or replace any member of the project team and, except in the cases of death, unexpected ill health or a material breach of the Staff's employment contract.

**Special Term 5:**

Buyer does not guarantee volumes of work or minimum revenue/spend commitment under this Contract.

**Part 2 - Additional Information Required for Additional Clauses Selected in Part 1****Additional Clause C1 (Collaboration Agreement)**

Not Applicable

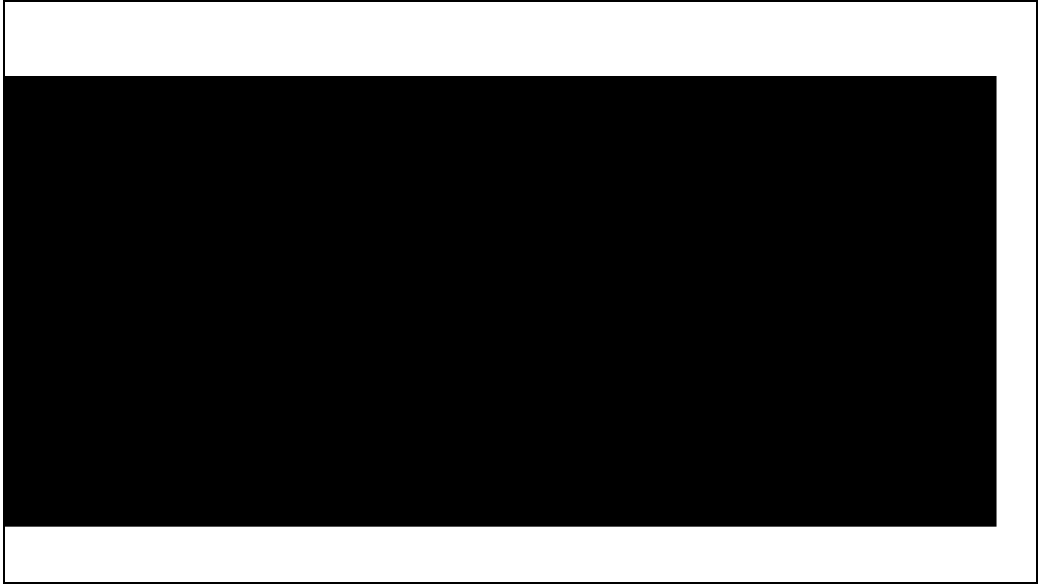
An executed Collaboration Agreement shall be delivered from the Supplier to the Buyer within the stated number of Working Days from the Effective Date:

Not Applicable

**Section D****Contract award**

This Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Contract RM6100. **SIGNATURES**

**For and on behalf of the Supplier**



**For and on behalf of the Buyer**

