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

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 15th June 2021 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <https://www.crowncommercial.gov.uk/agreements/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 Contract Period.

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

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 – Governance;
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports;
12. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses;
13. Appendix 1 – Additional Definitions;
14. Appendix 2 – Additional Terms and Conditions;
15. Appendix 3 – Pre-Commitment Transparency Examples



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

- .1.1 the Framework, except Framework Schedule 18 (Tender);
- .1.2 the Order Form;
- .1.3 the Call Off Terms; and
- .1.4 Framework Schedule 18 (Tender).

Section A

General information

Contract Details	
Contract Reference:	C20082
Contract Title:	Legacy Application Programme for the Defra Application Estate
Contract Description:	To provide a framework for Projects under the Legacy Modernisation Programme as described in Attachment 1 – Services Specification
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	£19,500,000.00
Estimated Year 1 Charges:	
Effective Date:	The date of the last signature in Section E of this Order Form

Buyer details
Buyer organisation name The Secretary of State for Environment, Food and Rural Affairs
Billing address Your organisation's billing address - please ensure you include a postcode Nobel House, 17 Smith Square, London SW1P 3JR
Buyer representative name The name of your point of contact for this Order [REDACTED]



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Buyer representative contact details

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

[REDACTED]

Buyer Project Reference

Please provide the customer project reference number.

C17256

Supplier details

Supplier name

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

IBM United Kingdom Limited

Supplier address

Supplier's registered address

PO Box 41, North Harbour, Portsmouth, Hampshire PO6 3AU

Supplier representative name

The name of the Supplier point of contact for this Order

[REDACTED]

Supplier representative contact details

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

[REDACTED]

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

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

RM6100 - Lot 3d - LAP - 002

Guarantor details

Guarantor Company Name

The guarantor organisation name

Not Applicable

Guarantor Company Number

Guarantor's registered company number

Not Applicable

Guarantor Registered Address

Guarantor's registered address

Not Applicable



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Section B

Part A – Framework Lot

Framework Lot under which this Order is being placed

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

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

Part B – The Services Requirement

Commencement Date

21st August 2023

Contract Period

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
2	36 (3)
3	60 (5)
5	60 (5)

Initial Term

24 Months

Extension Period

(Charges are subject to agreement)
12 Months

Minimum Notice Period for exercise of Termination Without Cause 60 Calendar Days
(Calendar days) (see Clause 35.1.9 of the Call-Off Terms)

Sites for the provision of the Services

The Supplier shall provide the Services from the following Sites:



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Buyer Premises:

Natural England, Electra Way, Crewe Business Park, Crewe CW1 6GJ

Rural Payments Agency, Curwen Road, Workington CA14 2DD

Supplier Premises:

IBM United Kingdom Limited, St Andrew's House, West Street, Woking, Surrey GU21 6EB

Third Party Premises:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Buyer Assets



IBM Asset List
March 2023

Additional Standards

The additional standards in the following embedded document shall apply to the Contract over and above the Standards.



Additional
Standards.docx

Buyer Security Policy

The Supplier will comply with the Buyer's Security Policy set out in the following embedded document.



Buyer Security
Policy.docx



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Buyer ICT Policy

The Supplier will comply with the Buyer's ICT Policy set out in the following embedded document.



Insurance

The Buyer requires the additional insurances as specified below:

Third Party Public Liability Insurance [REDACTED] per event in the annual policy aggregate

Professional Indemnity Insurance [REDACTED] per event in the annual policy aggregate

Employer's Liability Insurance (£) – [REDACTED] per event

Buyer Responsibilities

To support the Supplier with the delivery of Services, the Buyer will adhere to the responsibilities as set out in the 'Buyer Responsibilities' section of the Service Entity Descriptions (SEDs) found in Attachment 1 of this Order Form.

Goods

Not Applicable

Governance – Option Part A or Part B

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

The Part selected above shall apply this Contract.

Change Control Procedure – Option Part A or Part B

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

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

- for the purpose of Paragraph 3.1.2 (a), the figure shall be [REDACTED]; and
- for the purpose of Paragraph 8.2.2, the figure shall be [REDACTED]



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Section C

Part A - Additional and Alternative Buyer Terms

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

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

Part A – Additional Schedules

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

Part B – Additional Clauses

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

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

Part C - Alternative Clauses

The following Alternative Clauses will apply:

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

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



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

Additional Schedule S3 (Security Requirements)

Not Applicable.

Additional Schedule S4 (Staff Transfer).

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

Not Applicable.

Additional Clause C1 (Relevant Convictions)

Not Applicable

Additional Clause C3 (Collaboration Agreement)

The Supplier will work in a multi-disciplinary/multi-vendor environment to support the Buyer, working collaboratively with existing Buyer teams and Other Suppliers.

The Collaboration Agreement agreed between the Authority (the Buyer) and the Service Provider (the Supplier) under CCN6262Cen to the Buyer and Supplier eNabling Agreement on or around 29th March 2018 shall apply on a mutatis mutandis basis and is attached here for reference.



Collaboration
Agreement Schedule !



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Section D Supplier Response

Commercially Sensitive information

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

- i) The Charges and any related information (including the breakdown of the Charges and any costs, profits and overhead percentages) relating to the Services.
- ii) The results of any audit, any 'open-book' information derived from any audit.
- iii) All reports containing financial information relating to the provision of the Services.
- iv) The names of Suppliers Key Personnel.
- v) The amounts of any Milestone Payments, Service Levels and Service Credits, Delay Payments (if any).
- vi) Information provided by the Supplier regarding any Financial Distress Event and any Financial Distress Service Continuity Plan relating to the Supplier and/or any Key Sub-Contractor.
- vii) Details of any claims made by Buyer under any indemnity or otherwise under the Contract.
- viii) All financial details relating to any Key Sub-Contractor including the costs of the services procured by the Supplier from any Key Sub-Contractor.
- ix) Trade secrets of the Supplier, any Key Sub-Contractor and their respective third parties, including but not limited to intellectual property rights, service and product information and details, service descriptions and the information therein, statements of works and the information therein, technical and technological information, commercial data, sales methods, delivery methods, ideas, methods, methodologies, processes, techniques, code, source code, formulas, data, strategies, engineering and design plans and drawings, blueprints, customer and supplier lists, business information, financial information, management information and outcome and results from benchmarks and audits.
- x) Any other confidential information of the Supplier, any Key Sub-Contractor and their respective third parties whose disclosure would, or would be likely to, prejudice the commercial interests of any legal person (including the Supplier, any Key Sub-Contractor or their respective third parties), and any of the information in clause ix which for some reason would not be considered as "trade secret".
- xi) Confirmation or denial of holding any information related to clause ix and x, if doing so would, or would be likely to, prejudice the interests protected in clause ix and x.
- xii) Personal data.



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Section E Contract Award

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

SIGNATURES

For and on behalf of the Supplier

Supplier_Signature

Date Signed: 15/08/2023

For and on behalf of the Buyer

Buyer_Signature

Date Signed: 21/08/23



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Attachment 1 – Services Specification

The Supplier shall provide the following Service.


#	Service Name	SED Code	Service Description	SED File
1	Project Delivery	PR-PROJ	Project delivery service, run on demand	 1.0 Project Delivery - Service Entity

Table 1.1 - Services list

2. Outline of Services

The Services that the Supplier will provide (subject to individual Work Order requirements) include but are not limited to the following:

2.1 Programme and Project Management

Provision of Programme and Project Management (PM) services including a Programme Management Office (PMO) function for the Buyer's Legacy Modernisation Programmes using the Supplier's PM and PMO delivery methods ().

2.2 Programme Management (including PMO)

Programme management service will provide overall governance/control of the Supplier's delivery teams over parallel delivery services including, reporting, planning, financials, commercial, risk/issue management, resourcing, Sub-Contractor management, escalation and client relationship.

2.3 Project Management

Project management service will provide Project level governance/control within each Supplier delivery service including, reporting, planning, financials, commercial, risk/issue management, resourcing, Sub-Contractor management, escalation and client relationship.

The Project reporting standard / information for work undertaken will include, but not limited to:

- achievements to date
- forecast for next week period
- critical path
- dependencies in next 6-12 weeks
- updated RAID log
- deviations from agreed Baseline Plan – the Baseline Plan shall be the pre-defined and agreed scope, costs and deliverables before full execution and control activities commence.



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2.4 Change Management and Release/Implementation Management

Provision of a change management service through the adoption of the Buyer's existing processes and procedures for delivery of new or changed Applications or services into the live environment and management and control of changes across the overall programme.

The delivery team will work collaboratively with the Buyer's change management teams through regular checkpoint meetings, stakeholder engagement and PMO function.

2.5 Finance and Commercial Governance

Provision of financial governance, through the implementation of regular monthly reporting on Project/programme spend and forecasting of future spend for active Projects within the programme.

Provision of commercial governance, through the implementation of agreed commercial contracting process between the Buyer and Supplier, as well as implementing the agreed programme commercial framework.

2.6 Architect and Engineering Capability

Provision of architectural design and engineering services. These will consist of specialist subject matter experts, who have the required technical skills and knowledge to undertake the delivery of the agreed scope of work.

All delivery activity will be documented in accordance with Supplier standards using the agreed templates i.e. Project Solutions Architecture (PSA), Key Design Decisions (KDD) as required by the Buyer. The Supplier's architectural delivery method includes internal governance, documentation, requirements traceability and technical assurance activities based on proven architectural frameworks. All documentation will be protectively marked in accordance with the Buyer's security requirements.

2.7 Testing

Provision of industry standard testing services to undertake non-functional and systems integration testing.

Where required, a testing team manager will provide Test Plans, Test Reports with associated evidence and Test Certificates for agreed scope of work.

A Test Analyst will be responsible for the execution of the agreed Test Plan and evidencing the outcome of the agreed Test Plan.

The testing service will also support the Buyer's User Acceptance Testing (UAT) of business Applications.

Where required, the testing service can perform Application performance testing of Applications as part of the overall service; advising the Buyer of change in performance of any Application prior to its delivery into live service.

Where the Buyer indicates that penetration testing is to be completed by a Buyer appointed Third Party, the Supplier will work with the Buyer to identify/agree the level and type of support required. Where the Supplier is required to provide the penetration testing this will be requested in the PIR and documented in the relevant WO response.



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2.8 Security

Provision of a security architecture service to consist of specialist subject matter experts skilled in the areas of security architecture, risk identification and mitigation with the required technical skills and knowledge to undertake the delivery of the agreed scope of work.

2.9 Service Transition and Service Management

Provision of a service transition, knowledge transfer and management service to consist of specialist subject matter experts skilled in transition of services into live/run service who have the required technical skills and knowledge to undertake the delivery of the agreed scope of work.

Implementation of the Supplier's gated delivery process for transitioning new or changed services into live operations.

Working with the Buyer's service management team to ensure the Buyer's service readiness and operational activities are complete to support the new service.

Development of operational workflows and agreement of RACI support matrices as required by the Buyer.

2.10 Business Analysis & Business Change Management

Provision of a business analysis and engagement service to consist of specialist subject matter experts skilled in the areas of business analysis and business change management who have the required technical skills and knowledge to undertake the delivery of the agreed scope of work.

Business change management will work with the business representatives to understand the impact of the planned change and how this should be communicated and delivered to the business users. Identifying changes to working practices and/or operational changes needs to enable the business to continue to deliver its daily functions.

2.11 Data Centre Exit

Provision of a decommissioning service. This service can be called upon to remove legacy applications from the datacentres and to collaborate with Other Suppliers and data centre owners to remove the decommissioned items from the Service Charges on applicable contracts. The Suppliers decommissioning is limited to the logical decommissioning activities

[REDACTED]

3. Programme Delivery Model

The Supplier will comply with its obligations to continually improve the Services and the manner in which it provides the Services as set out in Additional Schedules 'S5: Benchmarking' and 'S7: Continuous Improvement'.

The Supplier's delivery model will consist of an overall programme delivery structure, with individual delivery workstreams within. Each of these deliveries will adopt the following delivery life-



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cycle, or a subset of these steps. The Parties can agree on alternative programme delivery structures, e.g. when an agile methodology is proposed.

Step	Description
1	Programme/Project start-up/business engagement
2	Discovery or Feasibility analysis
3	Proof of Concept/Technical (Where required)
4	Solution design
5	Service design
6	Development, build & Testing
7	Service/Business readiness
8	Solution Deployment (Go-Live)
9	Initial support
10	Hand-over to BAU (Run Service)
11	Decommissioning (Where required)
12	Project Closure

Table 2.2 – Delivery Life-Cycle

3.1 Programme/Project Start-Up/Business Engagement

Project start-up and initial engagement of all key stakeholders including business users (or their representatives) to review the proposed scope of work and ensure that all resources engaged understand what is to be delivered, why it is to be delivered and who will undertake what roles.

3.2 Discovery or Feasibility Analysis

Project review and analysis of the solution and documentation of the information found. This could be a review of an existing Application to understand how the Application is used and consumed by the business, its technical architecture, and critical interfaces it consumes. Alternatively, this step can be used to determine the feasibility of a given solution is viable for delivery, this is likely to be coupled with a Proof of Concept (PoC).

3.3 Proof of Concept (Where required)

Execution of a PoC to determine if a technology solution or architecture implementation meets the expected delivery requirements/outcomes.

3.4 Solution Design

Development of the technical solution design and creation of the appropriate architectural artefacts. Security design review and compliance to agreed security standards checked



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and verified with design team and Supplier and Buyer's security teams. Solution design agreed and approved by the Buyer for implementation (through appropriate technical governance channels) and delivery to the business for operational service. Development of the master Test Plan, covering the non-functional and system integration test requirements and scope of the business User Acceptance Testing (UAT). Test Plan agreed and approved with the Buyer stakeholders.

3.5 Service Design

Solution service design updated or created if required including development of required service flows and RACI matrix. Securing approval of Buyer's Service Design Review Board for solution delivery to operational service.

3.6 Development, Build & Testing

Development and build of the solution based on the agreed design approved by the Buyer. Execution of the agreed Test Plan (NFT, SIT) and support of business UAT (where requested).

3.7 Service/Business Readiness

Verification that all service stakeholders are ready to accept commencement of service operations. Business users have been advised and agreed to service go-live, required communications and knowledge transfer sessions completed where identified and agreed.

3.8 Solution Deployment (Go-Live)

Go-live event, cut over of user data and user access to new business service.

3.9 Initial Support

Support provided by the Project delivery team for an initial four weeks following Go-Live of the business service. Project delivery team will resolve issue identified and/or address outstanding items not fixed prior to Go-live.

3.10 Hand-over to BAU (Run Service)

Solution handed to BAU (Run Service) following the completion of the above support period. This may include an initial support period as described in Paragraph 3.9 above if required by the Buyer and will be agreed at Work Order level.

3.11 Decommissioning (Where required)

Decommissioning of legacy solution that included Applications, Data Centre Exit and any other decommissioning Service as required.

3.12 Project Closure

Completion of Project closure activities, including closure report, lessons learned, offboarding delivery staff and closure of Project delivery codes.

The Supplier's service offering provides the Buyer with the opportunity to request a Project to provide all or part of a complete Application transformation or migration or decommissioning based on a subset of these delivery steps as set out further below.

[REDACTED]

[REDACTED]

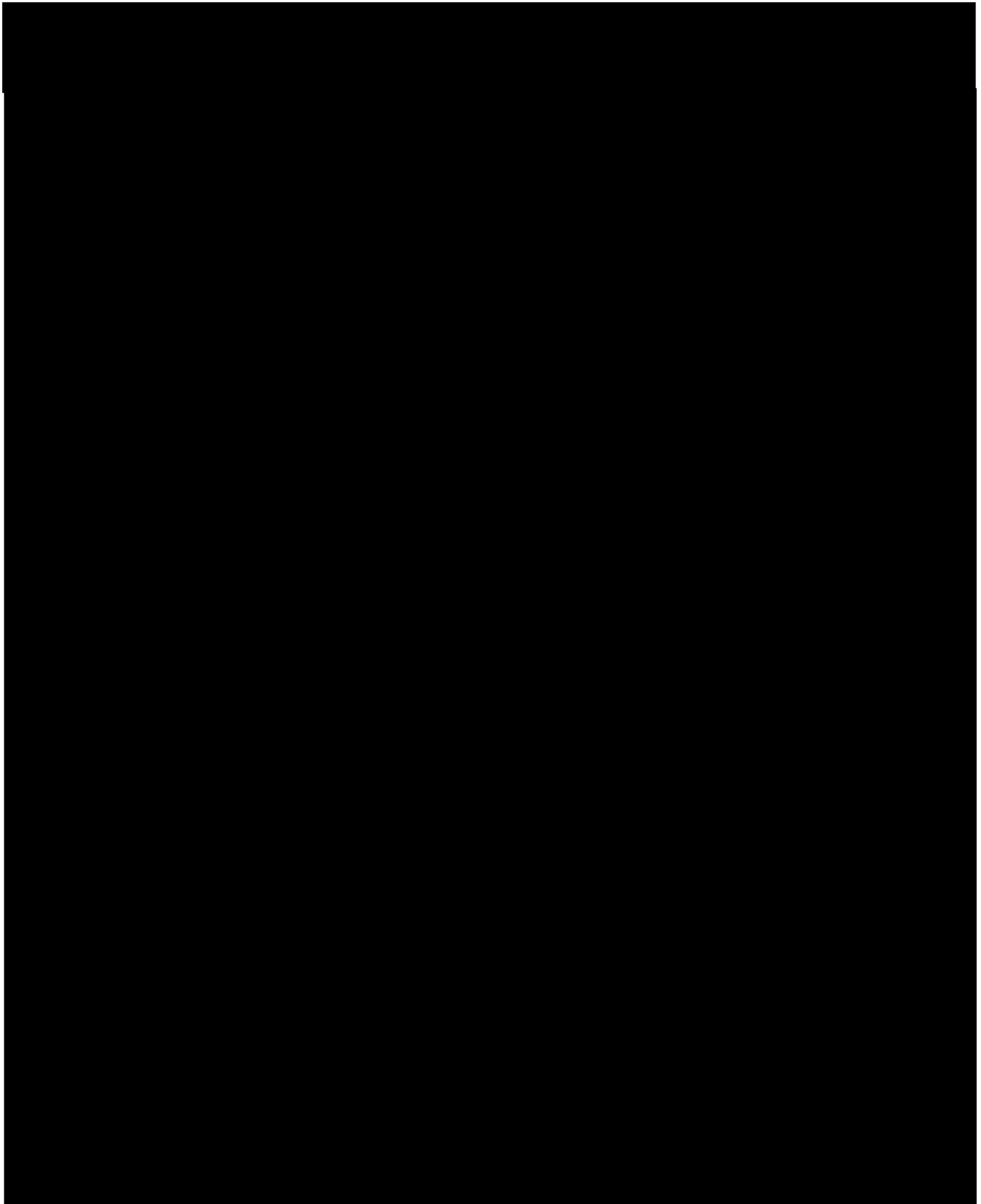
[REDACTED]

[REDACTED]

[REDACTED]



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The Supplier will provide the same level of service and quality of delivery across all locations. Our culture of collaborative working is coupled with global delivery capabilities to work seamlessly as one integrated team, regardless of nationality or place of work. We provide this approach by:

- Having a common quality and delivery methodology across all our delivery teams to provide consistency through robust processes and best practice governance frameworks
- Adherence to regular training on the delivery methods for all our Delivery Managers
- Using up-to-date collaboration and communication tools Webex / Slack / Emails / Confluence / JIRA / GitHub / Confluence / Trello
- Creation of single repositories for Project artefacts
- Effective consistent project on-boarding processes including:
 - Training portals for domain knowhow
 - Pairing of experienced team member with a new team member to show the Buyer's ways-of-working and best practice
 - Offshore team working hours aligned with UK where appropriate
 - Regular exchange visits between onshore/offshore to promote culture understanding and knowledge exchange.

6. Migration Treatments

Migration Treatments will be applied on a Work Order by Work Order basis. The Supplier's legacy Application modernisation solutions will be based on the well-established "6 Rs" model as set out in the Buyer document 'LAP Solutions Approach v1.0'. This model has been used in the earlier phases of the Buyer's Legacy Applications Programme and provides a convenient method to determine the treatment for each in-scope Application or service.

6.1 Rehost/Replatform

A solution which results in the relocation of an Application or service to a new physical or logical location. This is typically the solution employed when an on-premises service is relocated to a hyperscale cloud platform with the minimum change to the service itself.

6.2 Refactor

A solution which results in the replacement of core Application software foundations without fundamentally changing the operation of the service itself. An example of this solution is when a database technology is switched to a different technology or when a SaaS product is used to replace an infrastructure component.

6.3 Rearchitect

A solution which changes the functionality of a product while it is rehosted. This is a solution that is employed when the functionality of an Application or service is no longer a complete fit for the current requirements and is amended during its migration to the cloud. An example of this being employed is when an Application is changed to interface with new data sources.



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6.4 Rebuild

A solution which creates a new product in place of the in-scope service or Application. This is typically the solution used when extreme technical legacy precludes migration to a cloud platform, or, when the functionality of the existing solution requires significant change to accommodate new requirements.

6.5 Replace/Retire

A solution which utilises other services (potentially those deployed through a “rebuild” activity) to supersede the in-scope service or Application thus rendering it redundant and obsolete. This solution involves the transition of functionality to the replacement Application and decommissioning of the extant service to eliminate duplication and propagation of legacy.

The Supplier’s delivery model may include a discovery phase, during which the proposed treatment option is ratified and designed to align with the Buyer’s technical and business strategy. The Supplier’s delivery service makes the Buyer integral to key decisions made throughout the design process.

7. Working with Others and Behaviours

The Supplier recognises that the Services shall be delivered in a multi-disciplinary / multi-vendor environment. The Supplier shall work collaboratively with the Buyer teams and the Other Suppliers in delivering the Services in accordance with the Collaboration Agreement (Clause 3 of the Additional Terms and Conditions to the Call-Off Terms).

The Supplier shall participate in agreed planning events to determine the scope of individual Projects. However, it is recognised in an agile environment that change to agreed Project Work Orders will happen and all material scope changes shall be captured in Project Change Notes (PCN).

The Supplier shall embody an open and positive approach, supporting the Buyer in:

- 7.1 Aligning to the DDaT profession and roles by considering these professions and roles in scoping and delivering Supplier Project Work Orders
- 7.2 Working and assessing to standards, including accessibility and GDS service standard, in accordance with the ‘Additional Standards’ in the Order Form
- 7.3 Demonstrating a commitment to innovation and continuous improvement in accordance with Schedule 7 (Continuous Improvement) of the Additional Terms and Conditions to the Call-Off Terms

8. General Requirements

The Supplier shall:

- 8.1 Adhere to GDS or the Buyer’s standards in accordance with the ‘Additional Standards’ in the Order Form
- 8.2 Provide suitably qualified or experienced IT staff aligned to TS3 framework and SFIA Framework 7 in the delivery of the Services
- 8.3 Where possible, utilise SFIA’s 3, 4’s and 5’s as a baseline
- 8.4 Provide Services, subject to Buyer approval, from cost-efficient locations which extends to locations outside of the UK and European Union
- 8.5 Adhere to the Buyer’s mandated processes and policies in accordance with the ‘Buyer Security Policy’ and ‘Buyer ICT Policy’ in the Order Form



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- 8.6 Provide software and tools for Application development and platform teams in accordance with terms and conditions agreed in a Project Work Order
- 8.7 Collaborate with all internal and external service Suppliers as they relate to the Services in accordance with Clause 3 (Collaboration Agreement) of the Additional Terms and Conditions to the Call-Off Terms.
- 8.8 The Supplier will demonstrate support to Social Value in accordance with the obligations and priorities under the TS3 Framework
- 8.9 The Supplier will confirm timescales for returning the completed PIR/WO Annex 2 within 48 hours from the issue of the PIR/WO Annex 1 by the Buyer to the Supplier.
- 8.10 Work collaboratively with the Buyer when creating the Work Orders/PIRs, to ensure comments and/or changes are dealt with in a timely manner on receipt of request.
- 8.11 The Buyer has an expectation that PIR/WO should be completed within 3 weeks of initial Instruction unless otherwise evidenced that this is not possible.

9. Contract Exit

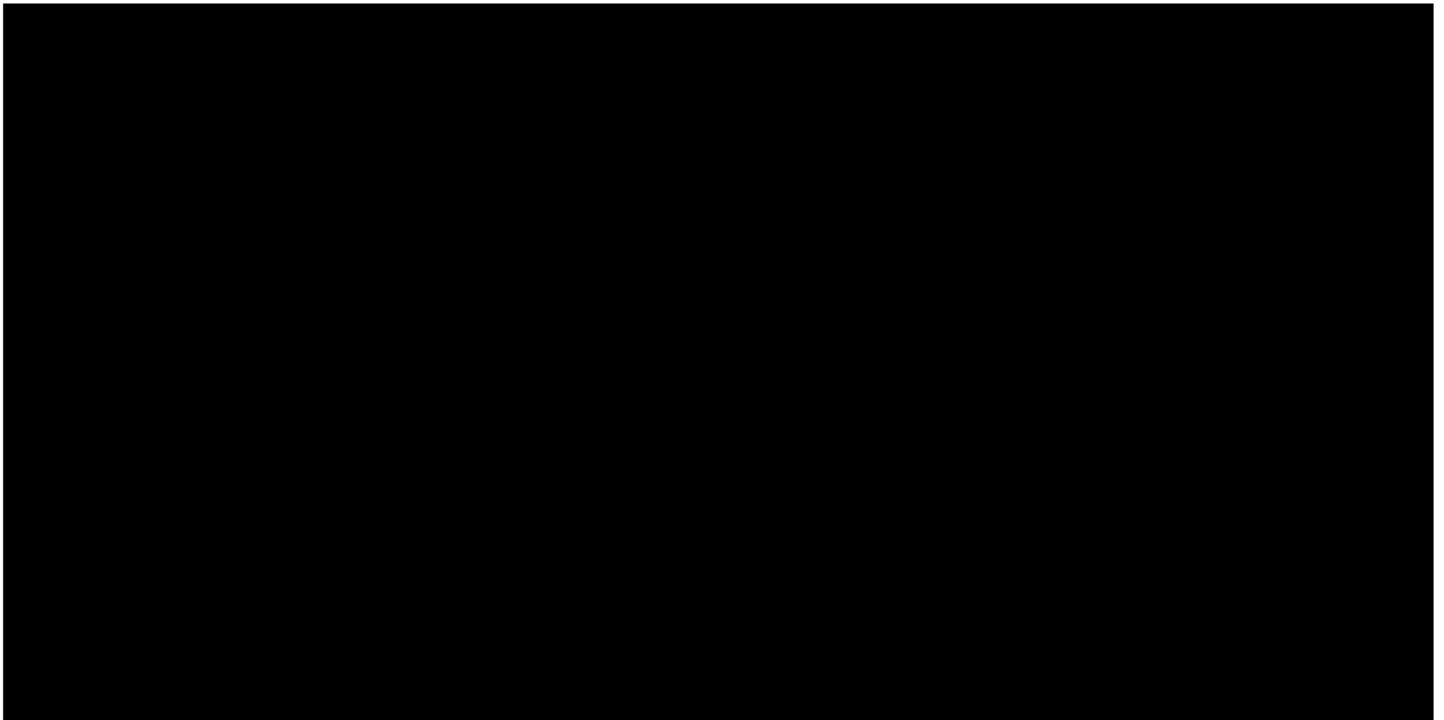
The Parties acknowledge and agree that the Supplier's obligations as described under Schedule 10 of the Call Off Terms shall be limited to those that are relevant for any in-flight Work Orders at the time of Contract Exit. As this Contract is for the provision of Work Orders only, the Parties will agree the treatment for any Work Orders on a case-by-case basis. Termination of any Work Orders will be handled in accordance with the process in Paragraph 8 (Project Cancellation and Change) of Appendix 1 of the Project Delivery SED.



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Attachment 2 – Charges and Invoicing

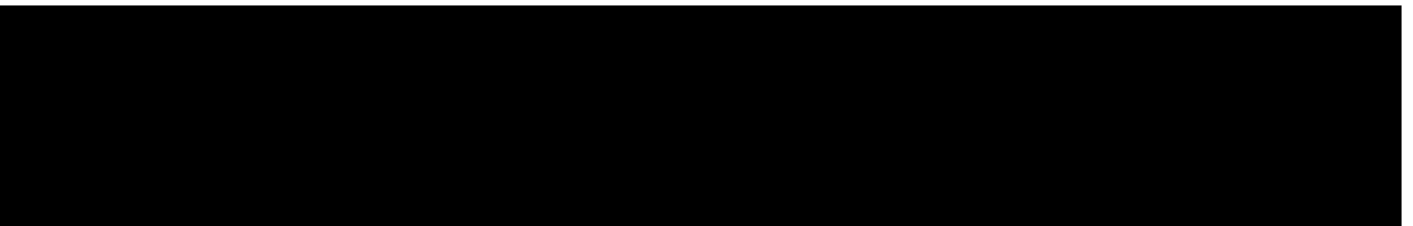
Part A – Milestone Payments and Delay Payments



Part B – Service Charges

Not Applicable

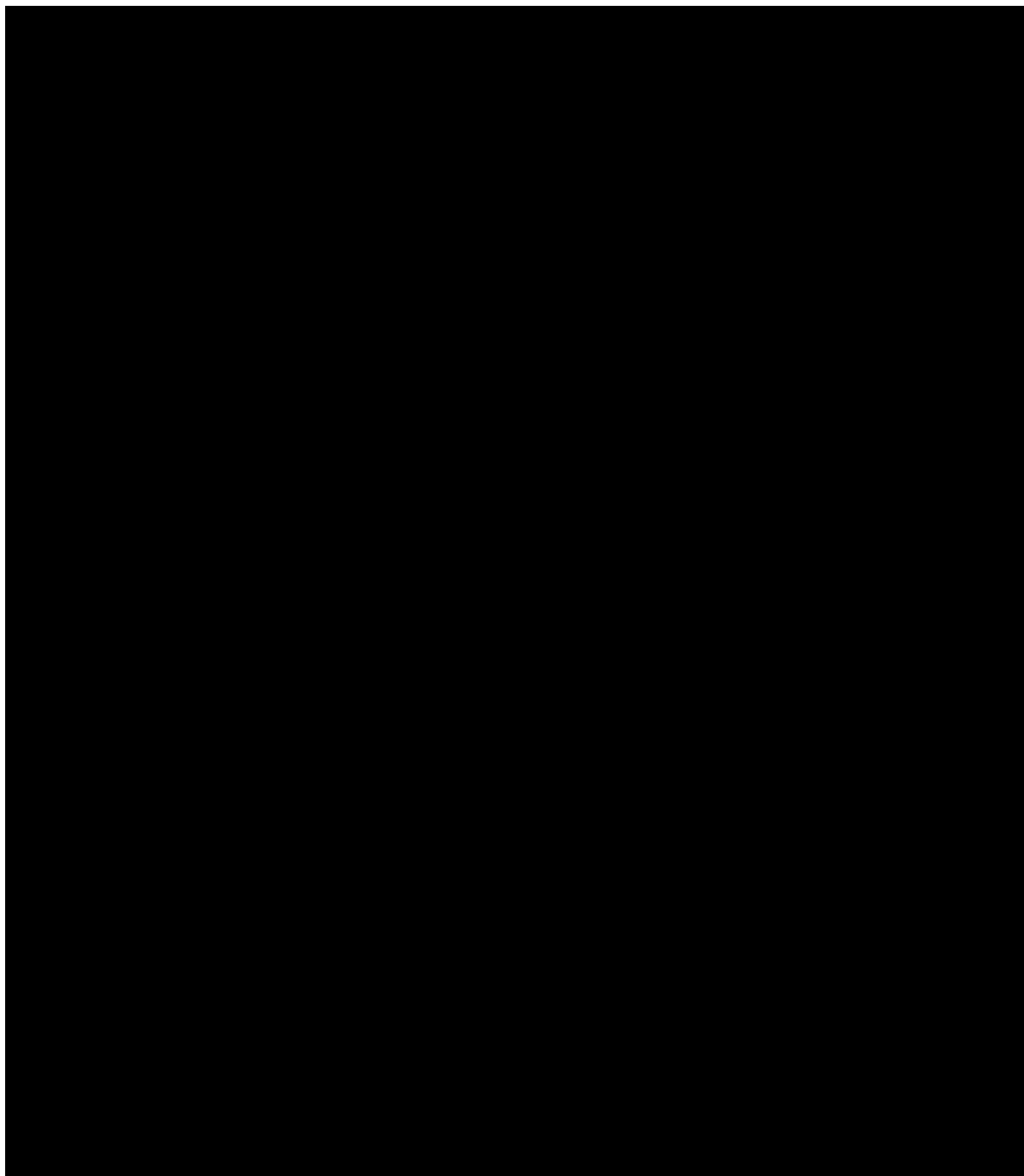
Part C – Project Rate Cards



Project Rate
Cards.xlsx



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Part D – Risk Register

Not Applicable



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Part E – Early Termination Fee(s)

Not Applicable.



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Attachment 3 – Outline Implementation Plan

An Outline Implementation Plan is detailed in Table 3.1.

Outline Implementation Plan Task Name	Duration	Complete
Supplier Mobilisation Commence	0 Days	Mon 21/08/23
Review and impact assess inflight Work Orders and agree a date by which each delivery WO is fully commissioned	20 Working Days	Tue 19/09/23
Review Suitability of Exit Plan	30 Working Days	Tue 03/10/23
Agree the Security principles in line with Security Management Plan (SMP)	30 Working Days	Tue 03/10/23
Review Suitability of Continuous Improvement Plan	30 Working Days	Tue 03/10/23
Mobilisation Complete	0 Days	Tue 03/10/23

Table 3.1 - Implementation Plan

Serv

Serv

Not A

Criti

Not A



Crown
Commercial
Service

Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

The Key Supplier Personnel and Key Sub-Contractor required by the Supplier in the delivery of the Services are detailed in tables 5.1 and 5.2. The Supplier shall update these tables periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date.

Key Supplier Personnel

Key Supplier Personnel	Key Role	Duration
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Table 5.1 - Key Supplier Personnel

Key Sub-Contractors

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

Table 5.2 - Key Sub-Contractors



Crown
Commercial
Service

Attachment 6 – Software

No specific software provided by the Supplier in this Contract, although in accordance with Attachment 1 – Service Description Clause 8.6, the Supplier shall Provide software and tools for Application development and platform teams in accordance with terms and conditions agreed in a Project Work Order.

Part A – Supplier Software

Not Applicable

Part B – Third Party Software

Not Applicable

Attachment 7 – Financial Distress

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

Part A – Credit Rating Threshold

Entity	Credit Rating (long term) (insert credit rating issued for the entity at the Commencement Date)	Credit Rating Threshold (insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3))
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Table 7.1 – Financial Distress

Part B – Rating Agencies

[REDACTED]

Attachment 8 – Governance

Part A – Short Form Governance

For the purpose of Part A of Schedule 7 (Short Form Governance) of the Call-Off Terms, the Operational Board shall take the form of the Buyer's Partner Supplier Board.

Operational Board (Partner Supplier Board under the Buyer's governance model)	
Buyer members of the Operational Board	Programme Director Commercial Lead Programme Manager Lead Architect Security Lead Project Manager (by Work Order) PMO Lead
Supplier members of the Operational Board	Delivery Manager Lead Architect Project Manager (by Work Order)
Frequency of the Operational Board	Every 1 month or such other frequency as agreed between the Parties
Location of the Operational Board	Buyer premises or alternative collaboration tool eg. MS Teams.

Table 8.1 – Operational Board

Part B – Long Form Governance

Not Applicable

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

This Attachment 9 has been completed by the Supplier, however the final decision as to the content of this Attachment shall be with the Buyer at its absolute discretion as the [REDACTED]

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Attachment 9.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>There are no applicable Services within this Contract but applicable services can be found in Contract 'C5495 Application Maintenance and Support Services for the Defra Application Estate' and Contract 'C5517 Platform Services for the Defra Application Estate'.</p> <p>The Supplier is Controller and the Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with Clause 34.2 to 34.15 of the following Personal Data:</p> <ul style="list-style-type: none"> • Not Applicable <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Not Applicable <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel, • Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under this Contract.
Duration of the processing	For the duration of the Initial Term or until termination of the Services whichever occurs first.
Nature and purposes of the processing	<p>The processing activities with regard to Buyer Personal Data for the Services are:</p> <ul style="list-style-type: none"> • <i>Combines</i> • <i>Copies</i> • <i>Deletes</i> • <i>Links</i> • <i>Obscures</i> • <i>Parses</i>


Description	Details
	<ul style="list-style-type: none"> • <i>Reads</i> • <i>Receives</i> • <i>Sends</i> • <i>Shares</i> • <i>Stores</i> • <i>Transforms</i> • <i>Transitions</i> • <i>Updates</i>
Type of Personal Data	<p>The following list sets out what Types of Buyer Personal Data generally can be processed within the Services:</p> <ul style="list-style-type: none"> • Capabilities and Qualifications of the Individual <ul style="list-style-type: none"> ◦ Profession and Employment Information • Characteristics of the Individual <ul style="list-style-type: none"> ◦ Criminal Records and Prosecutions ◦ Demographic ◦ Nationality and Citizenship ◦ Racial or Ethnic Origin • Habits and Activities of the Individual <ul style="list-style-type: none"> ◦ Consumed Resources • Identity of the Individual <ul style="list-style-type: none"> ◦ Government Identities ◦ Identification Number ◦ Individual ◦ Online Access and Authentication Credentials ◦ Online Connection and Network Connectivity Data ◦ Online Identifier ◦ Person Name ◦ Technology Identifiers ◦ Telephony • Location of the Individual <ul style="list-style-type: none"> ◦ Appointments, Schedules, Calendar Entries ◦ Environment of the Individual ◦ Physical Location of the Individual <p>The following list sets out what Special Categories of Buyer Personal Data generally can be processed within the Service.</p> <ul style="list-style-type: none"> • Personal Data revealing racial or ethnic origin • Personal Data revealing trade union membership • Personal Data relating to criminal convictions and offences <p>The lists set out above are information about the Types of Buyer Personal Data and Special Categories of Buyer Personal Data which generally can be processed within the Service.</p> <p>The Supplier will process all Types of Buyer Personal Data and Special Categories of Buyer Personal Data listed above in accordance with the Contract. If changes to the lists of Types of Buyer Personal Data and Special Categories of Buyer Personal Data require changes of the agreed Processing, the Buyer shall provide Additional Instructions to the Supplier.</p>
Categories of Data Subject	<p>The list set out below is information about the Categories of Data Subjects whose Personal Data generally can be processed within the Services.</p> <p>If changes to the list of Categories of Data Subjects require changes to the agreed Processing, the Buyer shall provide Additional Instructions to the Supplier.</p> <ul style="list-style-type: none"> • Buyer's employees (including temporary or casual workers, volunteers, assignees, trainees, retirees, pre-hires and applicants) • Buyer's (potential) customers (if those (potential) customers are individuals) • Employees of Buyer's (potential) customers • Buyer's business partners (if those business partners are individuals)

Description	Details
	<ul style="list-style-type: none"> • Employees of Buyer's business partners • Buyer's Suppliers and subcontractors (if those Suppliers and subcontractors are individuals) • Employees of Buyer's Suppliers and subcontractors • Buyer's agents, consultants and other professional experts (contractors)
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>The Supplier will delete Buyer Personal Data at the end of the Services or otherwise in accordance with the provisions of Clause 34. However, if instructed by the Buyer in writing and at the Buyer's option prior to the termination or expiration, the Supplier will return a copy of the Buyer Personal Data that is accessible to the Supplier within a reasonable period and in a reasonable format.</p>
Data Sub-processors	<p>The Supplier may use the following Sub-processor(s) in the Processing of Buyer Personal Data. Supplier will notify Buyer of any intended introduction of, or changes to, Sub-processors via the Change Control Procedure.</p> <p>IBM Services Centre UK Limited Registered in England and Wales with number 9360752 Registered Office: 20 York Road, London, United Kingdom, SE1 7ND</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
Protective measures	<p>The Technical Organisational Measures (TOMs), applicable to the Services can be found below. The Parties will agree to review and update these TOMs at least every 6 (six) months.</p> <p>There are no specific TOMs for this contract but the TOMs from Contract 'C5495 Application Maintenance and Support Services for the Defra Application Estate' and Contract 'C5517 Platform Services for the Defra Application Estate' will be followed where applicable.</p> <p>These TOMs as set out above are applicable to all Content, including Buyer Personal Data.</p>

Table 9.1 - Schedule of Processing, Personal Data and Data Subjects

Attachment 10 – Transparency Reports

The Supplier will provide Transparency Reports including Sub-Contractor quotes, invoices and expenses for invoicing, Work Orders, and Contract Change Control Notices. These are set out in the tables below:

Title	Content	Format	Frequency
Performance:			Monthly
Certificate of Costs		As per the attached template: 	
Invoicing Transparency Information:			Monthly
Fixed Price Milestone Charges	Notification of agreement of successful completion of milestone (e.g. via PAN) with Milestone Charge as set out in the SoW.	Word	
Resources Charges – T&M	Actual hours for each SFIA Grade/Level of resource used (i.e. system extract of formal timesheet bookings verified by Project Manager) multiplied by rates as per Table of Rates in Attachment 2.	Excel	
Resources – Expenses - T&M and Fixed Price	System extract summary of actual expenses incurred – type of expense, value. NOTE: receipted actuals not required unless on validation costs were considered unreasonable.	Excel	
Non-resource prices (e.g. hardware/software) – T&M	Actual quantity and type of non-resource Charges.	Excel	
Supplier Margin on Sub-Contractor Costs	Excel spreadsheet in the form set out in the Certificate of Costs.	Excel	
Supplier Margin on Software	Excel spreadsheet in the form set out in the Certificate of Costs, with input costs evidenced as above, and explicit calculation of mark up.	Excel	
SoW Transparency Information – Pre-Commitment Transparency Information (also applicable to Change Requests)			As submitted
Supplier Charges: Resource – T&M and Fixed Price	SFIA Grade/Level of each Resource agreed between the parties.	Table within Work Order Document	

	<p>Quoted rates as per Table of Rates in Attachment 2.</p> <p>Number of days effort expected for both T&M and Fixed Price.</p> <p>Amount of contingency applied for Fixed Price risk.</p> <p>Fixed Price - Identify Milestones and value allocated to each Milestone.</p> <p>NOTE: Examples of the level of pre-commitment transparency (both Fixed Price and T&M) are provided in Appendix 3.</p>		
Supplier Charges: Resources – Expenses - T&M and Fixed Price	<p>Basis of expenses provision, i.e. why are expenses required.</p> <p>NOTE: Expenses to continue to be charged on actuals consumed regardless of Fixed Price or T&M.</p>	Table within Work Order Document	
Non-resource Charges (e.g. hardware/software) – T&M and Fixed Price. Direct Charges estimate with Requirements/Specification detailed (where specified by the Supplier), Quantity, Rate per Unit and Total Charges	Direct Charges estimate with Requirements/Specification detailed (where specified by the Supplier), Quantity, Rate per Unit and Total Charges.	Table within Work Order Document	
Supplier Margin on Software	Excel spreadsheet in the form set out in the Certificate of Costs, with input costs evidenced as above, and explicit calculation of mark up.	Excel	

Table 10.1 – Transparency Reports

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

“RM6100 lots 2, 3 and 5 call off terms v3”:



“RM6100 lots 2, 3 and 5 additional and alternative terms and conditions v2.0”:



Appendix 1 – Additional Definitions

In this Order Form the following terms shall have the meanings described in Table A.1.

Term	Definition
Appliance	A combination of hardware and software designed for a particular function
Application	A software application (including a website) that the Supplier manages and/or supports in accordance with the provisions of the Application Services and related provisions of this Agreement
Application List	The list of Applications maintained by the Parties within Appendix 3 of the Order Form 'C5495 Application Maintenance and Support Services for the Defra Application Estate' and Order Form 'C5517 Platform Services for the Defra Application Estate'
Application Deployment List	The list of Applications maintained by the Parties within List 2 of Appendix 4 of the Order Form 'C5495 Application Maintenance and Support Services for the Defra Application Estate' and Order Form 'C5517 Platform Services for the Defra Application Estate'
Application Middleware Product Deployment Only List	The list of Applications maintained by the Parties within List 3 of Appendix 4 of the Order Form 'C5495 Application Maintenance and Support Services for the Defra Application Estate' and Order Form 'C5517 Platform Services for the Defra Application Estate'
Application Middleware Product Support List	The list of Applications maintained by the Parties within List 1 of Appendix 4 of the Order Form 'C5495 Application Maintenance and Support Services for the Defra Application Estate' and Order Form 'C5517 Platform Services for the Defra Application Estate'
Baseline Plan	Agreed plan that reflects the scope of work for the project (including costs and deliverables) against which project performance is to be measured to facilitate management decision making and action. Any changes to the Baseline Plan can only be made via Change Requests. For clarity, the first Baseline Plan is the agreed plan included within the WO before full execution and control activities commence.
Business As Usual	Continued operation of the Services in line with the applicable Service Levels or for Services without defined Service Levels, to the standard otherwise required under the terms of this Agreement
Buyer and Supplier eNabling Agreement	Agreement signed between the Parties in 2004
Commercial Engagement and Delivery with Suppliers (CEDS) Process	The Buyer's standard set of templates, processes and procedures used for engaging with the Supplier and Other Suppliers to commission Projects
Day	A period of eight (8) working hours on a Working Day
DefraNet	The Buyer's network (known at the Commencement Date as 'DefraNet') and any successor network replacing DefraNet in whole or in part
Emergency	An event having a serious impact within the scope of the Buyer's business activities, public functions and/or responsibilities which requires or may require the Buyer to use and/or make available IT related resources beyond the scope of its 'business as usual' requirements, which is either: <ul style="list-style-type: none"> a) agreed to be such by the Parties from time to time (such agreement not to be unreasonably withheld); or b) identified as an Emergency in an Emergency Plan;
Financial Year	From (and including) 1 st April to (and including) the 31 st March the following year
FTE	Full time equivalent
MyIT	The computerised service management system used to log and manage all incidents, service requests and other records types needed to manage information technology services, which is referred to as MyIT or ServiceNow
PIR/WO Annex 1	Annex 1 of the Buyer's PIR/WO template detailing the Project Initiation Request
PIR/WO Annex 2	Annex 2 of the Buyer's PIR/WO template detailing the Project Work Order

Project	Any programme of work agreed as a Work Order by the Parties through the CEDS Process
Project Change Note or PCN	The document used to make agreed changes to a Project, the template of which is maintained by the Buyer via the CEDS Process
Rough Order of Magnitude (ROM)	A request by the Buyer for consideration of a high-level initial estimate for a Project, the template of which is maintained by the Buyer via the CEDS Process
Security Aspects Letter or SAL	The letter 'Security Aspects Letter IBM-Defra TS3 Bridge Contracts 20221221' issued by the Buyer to the Supplier on 21 st December 2022 detailing the security levels applicable to the Services, requirements for vetting of Supplier Personnel and security classifications for artefacts and systems that form the Services
Service Entity Code(s)	Codes listed in Attachment 1 of this Order Form which relate to Service Entity Descriptions
Service Entity Description(s) or SED(s)	Descriptions of the Services as laid out in the Attachment 1 of this Order Form
Service Hours	The hours during which the Supplier will deliver the Services as detailed in each Service Entity Description
Service Group	A group of Services as set out in Attachment 1 of this Order Form
Statement of Works (SoW)	A Statement of Work shall mean the same as a Work Order, in that it is a request from the Authority that both Parties have agreed to be executed.
Third Party Stranded Costs	Means the costs and charges payable by the Supplier to Sub-Contractors (excluding any entity forming part of the Supplier's company, any business unit of the Supplier, or any Sub-Contractor which is party to a Sub-Contract entered into for the purposes of labour) in the performance of this Contract and to the extent that the same remain to be recovered through the Charges on the termination of the relevant Service provided by the Sub-Contractor. Such costs and charges will be limited to direct costs only and for the avoidance of doubt will exclude the Supplier's internal costs of financing, working capital and overheads associated with these costs together with profit earned but not received accruing to these costs
User	The Buyer users who, in accordance with the provisions of this Contract, shall receive the Services
Work Order	A statement of work provided specifically in response to a PIR and provided by the Buyer's PIR/WO template, which is maintained by the Buyer via the CEDS Process
Working Hours	9.00 a.m. to 5.30 p.m. during Working Days

Table A.1 – Additional Definitions

Appendix 2 – Additional Terms and Conditions

The following terms and conditions also apply to this Order Form:

