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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 RM6100 Technology Services 3. The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

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

Except where otherwise defined 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; and
12. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.
13. Proposed SoW Template structure

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



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.1.4 Framework Schedule 18 (Tender).

Section A
General information

Contract Details	
Contract Reference:	W193049
Contract Title:	DHSC-NHSE Transformation Programme – IT Service Partner
Contract Description:	Provision of an IT Service Partner to support the Buyer with its transformation programme, which ultimately entails the abolishment of NHS England and the transfer of much of its functions to the Department of Health and Social Care (DHSC). This contract is to support the design and implementation of the new department's corporate IT infrastructure.
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	£8m (ex. VAT)
Estimated Year 1 Charges:	£4m (ex. VAT)
Commencement Date: this should be the date of the last signature on Section E of this Order Form	29/9/2025

Buyer details
Buyer organisation name Department of Health and Social Care (DHSC)
Billing address Your organisation's billing address - please ensure you include a postcode [Redacted]
Buyer representative name The name of your point of contact for this Order [Redacted]
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] [Redacted]



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Buyer Project Reference

Please provide the customer project reference number.

W193049

Supplier details

Supplier name

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

Cognizant Worldwide Limited

Supplier address

Supplier's registered address

. 280 Bishopsgate London EC2M 4AG

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.

4000721339

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 | ☐ |
| 2. TRANSITION & TRANSFORMATION | ☒ |
| 3. OPERATIONAL SERVICES | |
| a: End User Services | ☐ |
| b: Operational Management | ☐ |
| c: Technical Management | ☐ |
| d: Application and Data Management | ☐ |
| 5. SERVICE INTEGRATION AND MANAGEMENT | ☐ |

Part B – The Services Requirement

Commencement Date

See above in Section A

Contract Period

Initial Term

24 Months

Extension Period (Optional)

12 Months

Minimum Notice Period for exercise of Termination Without Cause 90 days

(Calendar days) *Insert right (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:

Buyer Premises:

Key locations to be used are:

Wellington House, 133-155 Waterloo Rd, London SE1 8UG

39 Victoria St, London SW1H 0EU



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Quarry House, Quarry Hill, Leeds, LS2 7UA
7-8 Wellington Place, Leeds, LS1 4AP

Other buyer premises may be used. Specific location delivery requirements will be detailed each discrete Statement of Work requirement.

Supplier Premises:

280 Bishopsgate, London, EC2M 4AG

Third Party Premises:

Not Applicable

Buyer Assets

Buyer Assets will differ for each Statement of Work. These will be set out and signed of in each Statement of Work.

Additional Standards

Additional Standards may differ for each Statement of Work. These will be set out and signed of in each Statement of Work.

Buyer Security Policy

Applicable Buyer Security Policy may differ for each Statement of Work. These will be set out and signed of in each Statement of Work. Please see below copies of both DHSC and NHS England's current policies.

DHSC Policy:



DHSC-Information-Security-Policy-January

NHSE Policy:



NHS England
Information Security Policy

Buyer ICT Policy



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Applicable Buyer ICT Policy may differ for each Statement of Work. These will be set out and signed of in each Statement of Work. Please see below copies of both DHSC and NHS England's current IT policies:

DHSC Policy:



Acceptable-Use-Policy-June-2023.docx

NHSE Policy:



NHS England
Acceptable Use of ICT

Insurance

Third Party Public Liability Insurance (£) - £10m

Professional Indemnity Insurance (£) - £5m

Buyer Responsibilities -

Buyer responsibilities will be set out and signed of in each Statement of Work.

Goods

Not Applicable

Governance – Option Part A or Part B

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	☒
Part B – Long Form Governance Schedule	☐

The Part selected above shall apply this Contract.



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Change Control Procedure – Option Part A or Part B

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	☒
Part B – Long Form Change Control Schedule	☐

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):

Addition to Schedule 5 clause 1.3: In respect of a proposed Change where it is reasonable for the Authority to expect a reduced Charge, or where the Authority has expressly requested, when raising or responding to a Change, a reduction in the Charges, then the Contractor shall supply its proposals for that reduction which shall include as a minimum:
an analysis of the cost reductions that will, or should, be achieved because of the proposed Change (supported by relevant documentary evidence of the reduction); and
any other information reasonably requested by the Authority in connection with the reduction.



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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	☐
S2: Testing Procedures	☐
S3: Security Requirements (either Part A or Part B)	Part A ☒ or Part B ☐
S4: Staff Transfer	☒
S5: Benchmarking	☐
S6: Business Continuity and Disaster Recovery	☒
S7: Continuous Improvement	☐
S8: Guarantee	☐
S9: MOD Terms	☐

Part B – Additional Clauses

Additional Clauses	Tick as applicable
C1: Relevant Convictions	☐
C2: Security Measures	☐
C3: Collaboration Agreement	☐

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

w

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	☐
Northern Ireland Law	☐
Joint Controller Clauses	☐

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)

Security Management Plan shall be delivered from the Supplier to the Buyer within 20 Working Days from the Commencement Date

Additional Schedule S4 (Staff Transfer)

The applicable parts of Schedule S4 are:

Part C – No Staff Transfer on the Commencement Date

Part E – Staff Transfer on Exit

Additional Clause C1 (Relevant Convictions)

[Annex C Exclusion Grounds.pdf](#)

Bribery offences under the Bribery Act 2010;

Fraud offences under the Fraud Act 2006;

and the remaining theft offences under the Theft Act 1968.

Additional Clause C3 (Collaboration Agreement)

Not Applicable



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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.*

[Redacted content]

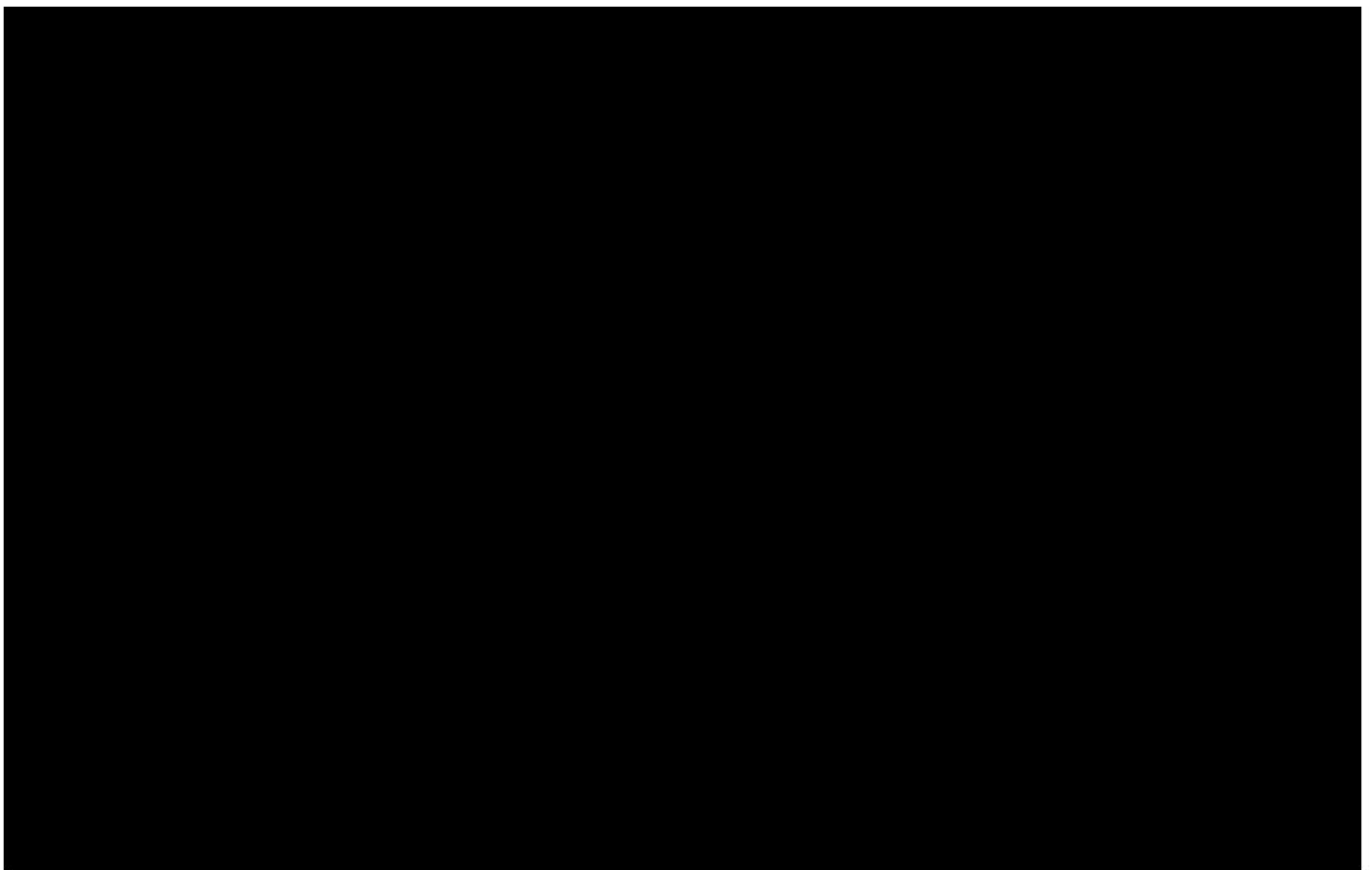


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Section E Contract Award

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

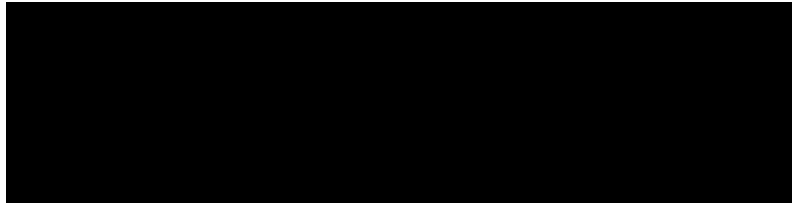
SIGNATURES





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Attachment 1 – Services Specification





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Attachment 2 – Charges and Invoicing

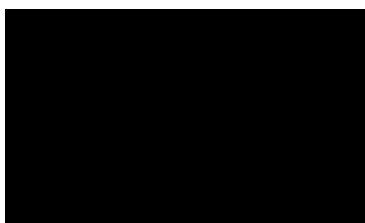
Part A – Milestone Payments and Delay Payments.

These will be priced in line with contract provisions utilising the Rate Card contained within Part C below

Part B – Service Charges

These will be priced in line with contract provisions utilising the Rate Card contained within Part C below

Part C – Supplier Rate Card for the Calculation of Time and Material Charges



Part D – Pricing Mechanism – Statements of Work

.1 Pricing structure – statements of work

- .1.1 All Services and associated pricing will be agreed via statements of work (SoW). Until a statement of work is signed, no deliverables or spend is considered committed.
- .1.2 SoWs will be set out and issued via the Buyer via a SoW Request Form in a format to be stipulated by the Buyer, but will include as a minimum:
 - (a) Buyer defined requirements/outcomes/deliverables.
 - (b) Confirmation of pricing model (i.e., Milestone/service charge/time and materials, etc.).
 - (c) Timelines and milestones.
 - (d) Overall price.
- (e) Supplier solution to requirement



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- .1.3 The Buyer is not obliged to commit to any SoWs in this contract.
- .1.4 The Supplier must only base SoW pricing on the rate card it has submitted for this contract as detailed in Part A, B and C above and cannot submit rates higher than those.
- .1.5 The Supplier must look to price statements of work in the most efficient way possible. The Supplier must only complete a SoW Request Form if the request has been received by an authorised user e.g. from an agreed mailbox.
- .1.6 The Supplier is advised not to commence work on a SoW until it has been signed by a DHSC authorised user and a Purchase Order coverage has been issued. Any costs incurred by the Supplier prior to receiving a Purchase Order are at the Supplier's risk and invoices will only be paid for goods/services that have a Purchase Order.
- .1.7 The supplier shall ensure that each invoice contains the information as set out in section "SCHEDULE 2 - CHARGES AND INVOICING/ PART D – ADJUSTMENTS TO THE CHARGES AND RISK REGISTER" of the Framework Call-Off Terms (Annex 1 of this call-off contract). In addition to this each invoice must contain the following information:
 - (a) The SOW title
 - (b) The SOW reference number
 - (c) The milestone or applicable reference/s the invoice relates to as set out on the Statement of Work template
- .1.8 If the information on an invoice does not match the information on the purchase order, then the invoice cannot be paid.
- .1.9 Relevant and appropriate Milestone Payments and Delay Payments, Service Charges and Time and Material charges will differ for each SoW These will be set out and signed off within the respective SoW.



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Part D – Risk Register

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

Part E – Early Termination Fee(s)

Not Applicable



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Attachment 3 – Draft Outline Implementation Plan

The deliverable items will be identified and delivered via Statements of Work to be agreed between the Parties.



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Attachment 4 – Service Levels and Service Credits

Service Levels and Service Credits

Service Level Ref. Number	Services that Service Level relates to	Description of Service Level	Measurement
SL-01	Statement of Work	The Supplier must respond within five (5) working days to any SOW request	The Supplier must either provide a completed SoW template to the Buyer within 5 working days of the SoW request template being sent to them or contact the Buyer within 2 working days to agree a plan and a timeline for the response of which the Buyer is satisfied with.
SL-02	Customer Service	The Supplier must respond on the same or next Working Day to customer or account management queries and escalations such as complaints	The Supplier must be available to acknowledge any customer or account management queries and escalations such as complaints on the same or next Working Day and set a timescale for resolution of which the Buyer is satisfied with.
SL-03	Aggregated milestone performance of all SoWs	The Supplier must report on any milestones missed for all Statements of Work to date	Total Milestones missed in all Statements of Work to date
SL-04	Change Requests	Respond to change requests within 2 Working Days	All change requests responded to in 2 Working Days confirming acceptance or request for further details
SL-05	Continuous improvement opportunities	% draft SOWs where opportunities for cost efficiencies are identified and recommended by the Supplier	Total SOWs with opportunities identified or recommended by the supplier/ total SOWs in quarter *100

The Buyer may require Additional KPIs and SLAs to be agreed for any Statement of Work and these will be set out and signed off at this stage.



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Critical Service Level Failure

n/a at contract level, but may be agreed in SOWs

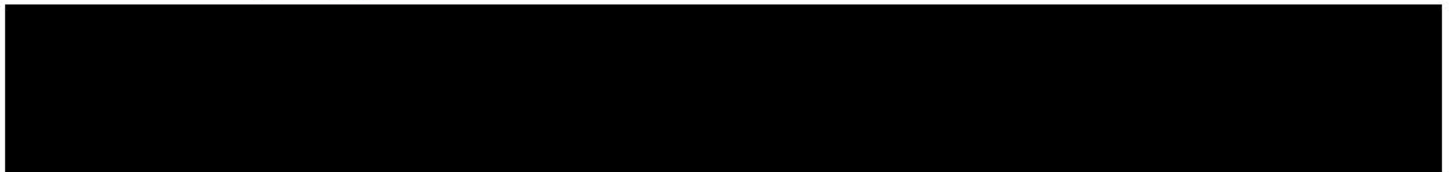


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Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

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

Part A – Key Supplier Personnel



Part B – 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
Mozaic Services Limited. 41 Lothbury, London, EC2R 7HG	41 Lothbury, London, EC2R 7HG Company number 08381818	Professional services		Blended personnel team with Supplier



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Attachment 6 – Software

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

Part A – Supplier Software

The Supplier Software includes the following items:

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



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Part B – Third Party Software

The Third Party Software shall include the following items:

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

Attachment 7 – Financial Distress

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

PART A – CREDIT RATING THRESHOLD

Entity	Credit Rating (long term) <i>(insert credit rating issued for the entity at the Commencement Date)</i>	Credit Rating Threshold <i>(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3))</i>
Supplier	Dun and Bradstreet	Failure score of 50
Mozaic Services Limited	Dun and Bradstreet	Failure score of 50

PART B – RATING AGENCIES

- Dun and Bradstreet

D&B Risk Indicator

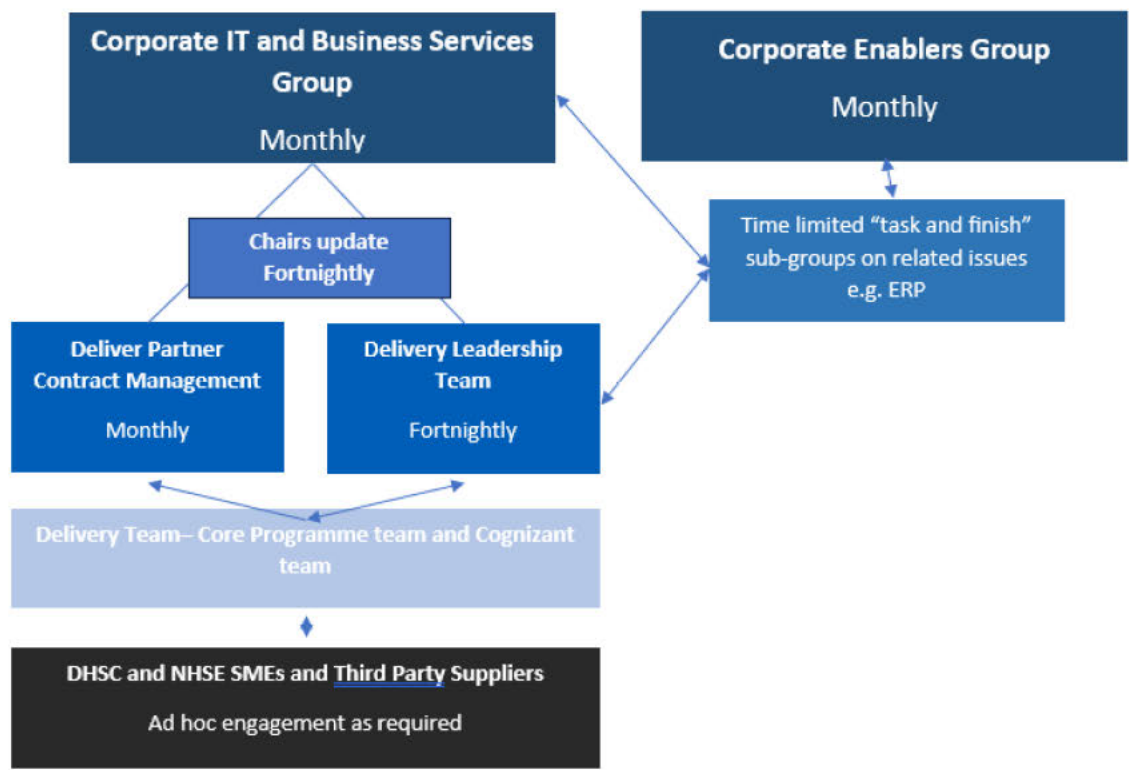
Risk Indicator	Meaning	Probability of failure
1	Minimal risk	Proceed with transaction - offer extended terms if required
2	Low risk	Proceed with transaction
3	Slightly greater than average risk	Proceed with transaction but monitor closely
4	Significant level of risk	Take suitable assurances before extending credit - e.g. personal guarantees
-	Insufficient information to assign a risk indicator	No public information or D&B proprietary information available to assign a valid risk

(Our Scores and Ratings)

Attachment 8 – Governance

PART A – SHORT FORM GOVERNANCE – SELECTED

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



PART B – LONG FORM GOVERNANCE – NOT USED

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

SERVICE MANAGEMENT BOARD	
Buyer Members of Service Management Board (include details of chairperson)	TBC
Supplier Members of Service Management Board	TBC
Start Date for Service Management Board meetings	TBC
Frequency of Service Management Board meetings	Monthly
Location of Service Management Board meetings	Quarry House Leeds

Programme Board	
Buyer members of Programme Board (include details of chairperson)	TBC
Supplier members of Programme Board	TBC
Start date for Programme Board meetings	TBC
Frequency of Programme Board meetings	Monthly
Location of Programme Board meetings	Quarry House Leeds

Change Management Board	
Buyer Members of Change Management Board (include details of chairperson)	TBC
Supplier Members of Change Management Board	TBC
Start Date for Change Management Board meetings	TBC
Frequency of Change Management Board meetings	Monthly

Location of Change Management Board meetings	Microsoft Teams Meeting
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Technical Board	
Buyer Members of Technical Board (include details of chairperson)	TBC
Supplier Members of Technical Board	TBC
Start Date for Technical Board meetings	TBC
Frequency of Technical Board meetings	Monthly
Location of Technical Board meetings	Microsoft Teams Meeting

Risk Management Board	
Buyer Members for Risk Management Board (include details of chairperson)	TBC
Supplier Members for Risk Management Board	TBC
Start Date for Risk Management Board meetings	TBC
Frequency of Risk Management Board meetings	Monthly
Location of Risk Management Board meetings	Microsoft Teams Meeting

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

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

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

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

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

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

Description	Details
Identity of Controller for each Category of Personal Data	The Authority is Controller and the Supplier is Processor The Parties acknowledge that in accordance with Clauses 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data: <i>The Parties acknowledge that in accordance with Paragraph 2 to Paragraph 15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data: Any information accessed on Buyer systems as part of the Services, including:</i> <i>Patient / citizen : demographics data: name, email address, IP address, geographical location, job title, skills and capability data.</i> The Supplier is Controller and the Authority is Processor 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: <i>Personal Data Processing by the Supplier during the delivery of services provided to the Authority.</i>
Duration of the processing	Contract Term. Data will be retained for 24 months from the anticipated start date of 1 Oct 2025, aligning with the contract period.

Nature and purposes of the processing	<i>The development and safe delivery of transformation activity</i> The DHSC-NHSE Transformation Programme is a strategic initiative to create a future-ready Department of Health and Social Care (DHSC) by integrating functions and personnel from NHS England (NHSE). The programme aims to build a more agile, mission-focused organisation capable of leading the health and care system more effectively.
Type of Personal Data	<i>name, email address, IP address, geographical location, job title, skills and capability data</i>
Categories of Data Subject	<i>Organisation Structuring</i> <i>Employees working on behalf of the Authority (including agents, temporary workers and contractors);</i> <i>Employees working for or on behalf of the Supplier (including, where relevant, Sub-Contractors)</i> <i>All third parties and Sub-Contractors of the Authority</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>At the end of the Call Off Contract the Supplier shall agree with the Authority how all data held by the Supplier is either: (a) returned to the Customer securely (secure mechanism to be agreed); or (b) destroyed securely in compliance with HMG Information Assurance Standard 5 which defines secure disposal processes and mechanisms.</i>

Attachment 10 – Transparency Reports

Transparency Reports

Reporting requirements to include, but not limited to:

1. Progress against Social Value targets and outcomes – quarterly.
2. Government transparency agenda reporting (as required) to include high level performance reporting.
3. Benchmarking

Management information reports

Reporting requirements to include, but not limited to:

1. Monthly reporting against contractual SLAS and KPIs.
2. Supply chain visibility (if required)
3. Detailed resource reporting and recommendations for continuous improvement/efficiency savings.
4. A monthly cumulative status report showing:
 - 4.1. SOWs in flight, SOWs in pipeline, SOWs delivered
 - 4.2. Spend against each SOW to date and forecast
 - 4.3. Risks, issues and dependencies
 - 4.4. Agreed actions.
5. Contributions to the fortnightly Delivery Leadership Team reports and support with programme reporting as required

The Buyer may require additional reports for any Statement of Work and these will be set out and signed off at this stage.

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