

Order Form

Framework agreement reference:

Date of order	May 2022	Order Number	MoJ ITT 6071
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FROM

Customer	The Secretary of State for Justice (acting as part of the Crown) "Customer"
Customer's Address	3.18 – 3.21, 3rd Floor, 10 South Colonnade, Canary Wharf, London E14 4PU
Invoice Address	Newport SSCL - Ministry of Justice PO Box 743 NEWPORT NP10 8FZ email: APinvoices-MOJ-U@gov.sscl.com
Contract Manager	Name: [REDACTED] Address: [REDACTED] 10 South Colonnade, Canary Wharf, London E14 4PU Phone: [REDACTED] email: [REDACTED] Fax: None

TO

Supplier	Trustmarque Solutions Limited (company number 02183240) "Supplier"
Supplier's Address	85 Great Portland Street, London, W1W 7LT
Contract Manager	Name: [REDACTED] Address: 85 Great Portland Street, London, W1W 7LT Phone: [REDACTED] email: [REDACTED] Fax: None

GUARANTEE

Guarantee to be provided	No
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Where a guarantee is to be provided then this Contract is conditional upon the provision of a Guarantee to the Customer from the Guarantor in respect of the Supplier. Details of the Guarantor (if any) are set out below:

[Parent Company	Not applicable	"Guarantor"
Parent Company address		
Account Manager		

1. TERM
(1.1) Commencement Date

1st June 2022
(1.2) Expiry Date
31st May 2024

2. GOODS AND SERVICES REQUIREMENTS

(2.1) Goods and/or Services

2.1.1 The Supplier shall, as the licence service provider (LSP), provide the Customer with the following services to enable the Customer to purchase Microsoft subscriptions and licences via the Customer's enterprise agreement with Microsoft (EA):

- a) The Supplier shall support the provision of Microsoft licences on the Commencement Date and 1st June 2023 and enable the provision of additional Microsoft licences throughout the Term as and when required by the Customer;
 - b) The Supplier shall provide management of the annual true-up and submissions as required by Microsoft for the Customer's EA;
 - c) The Supplier shall provide periodic billing for Microsoft licence consumption, including where billing in arrears may be possible;
 - d) The Supplier shall provide general advice/ support and query handling (including urgent requests) to support the Customer's requirement for Microsoft licences;
 - e) The Supplier shall provide advice on new Microsoft products and/or deployment issues;
 - f) The Supplier shall, as soon as practicable, provide advice on all commercially advantageous Microsoft information, offers and deals that are relevant to the business of the Customer including but not limited to licensing changes or updates;
 - g) The Supplier shall provide expert licensing skills through a contract management team to ensure the most cost effective and appropriate licensing is deployed;
 - h) The Supplier shall provide a dedicated team with a named License Executive to assist the Customer with Microsoft product selection;
 - i) The Supplier shall provide onboarding and offboarding support, guide the Customer through the implementation, transition and transformation of Microsoft licences and upon the Customer's request provide the customer with licensing expertise to the Customer to reduce the cost of its Microsoft licensed estate;
 - j) The Supplier shall provide true-up and reporting on licence usage and assist in keeping the Customer compliant in the Customer's use of Microsoft licences; where issues of non-compliance are likely to arise or have arisen, the supplier must notify the Customer within 30 days and provide a rectification plan within a further 30 days
 - k) The Supplier shall provide pricing overview support, including volume discounts or data extraction costs;
 - l) The Supplier shall provide an ordering and invoicing process which will support billing in arrears, breaking costs down across the Customer estate;
 - m) The Supplier shall provide reports, presentations and data as and when required by the Customer;
 - n) The Supplier shall provide support, account management and advice from 9:00 -18:00 Mon-Fri, excluding public holidays;
 - o) The Supplier shall monitor the applicable Microsoft licence SLA's (as included in section 4.2) under the Customer's EA and facilitate the application of any relevant service credits relating to Microsoft licences; and
 - p) The Supplier shall review PRISM data with MOJ regularly and prior to each anniversary of the Commencement Date to inform the true-up order and identify potential savings, including recommendations for improvement and remediation around asset management, the process for Joiners, Movers, and Leavers, etc.
- q) Any other services as per the attached Customer's Specification

[REDACTED]

2.1.2 Social Value

The Supplier shall report bi-annually to the Customer on the Supplier's progress against the following items:

- a) The Supplier is committed to achieving a net zero footprint and shall report to the Customer on its progress against its carbon reduction plan which includes:
 - i. Reduce absolute Scope 1, 2 and 3 (business travel) greenhouse gas (GHG) emissions 28% by 2026 from a 2019 base year
 - ii. Ensure that 50% of its suppliers by spend have industry-based targets by 2025

- b) The Supplier shall continue to operate a 'digital first' policy to reduce the need for travel and emissions, and work with its customers and partners to develop innovative solutions to global environmental challenges, alongside managing its own environmental performance
- c) The Supplier shall provide its employees with access to wellbeing specialists, content and resources to support their mental and social health.
- d) The Supplier shall seek to increase to increase female representation at all levels of the business from its current base of 29% of its workforce being female.
- e) The Supplier shall work in partnership with education providers, charities, and councils to proactively seek to provide people with the knowledge, skills, and confidence to reach their full potential.
- f) The Supplier shall develop, a suite of workshops to support people within the communities it serves to better utilise digital technologies, increase their confidence, and promote enhanced accessibility to digital skills education for everyone.

2.1.3 For the duration of this Contract, the Customer agrees to purchase from the Supplier all of the Customer's requirements for applicable Microsoft licenses under the Microsoft EA Enrollment Number 77725345.

Minimum Order Value over the duration of this Contract £ 40,391,323.21

Optional Services

Collection and recycling

Paper catalogue

Secure Collection

2.1.4 The Supplier shall when providing the Services, as a minimum, ensure that it achieves the following:

Service	Description
5 Days following Contract signature	Agreement Welcome Pack
Response within 4 Hours	Initial request / requirement
Within 24 Hours	Quotation Request
Initial response within 4 Hours	Microsoft Operations Team
Orders received prior 14.00 are processed the same day and passed to Microsoft by Close of Play.	Order Processing
Available within 2 hours of the reservation request in the Microsoft portal	Online Reservation
Monthly	Operational Summary Report

<p>(2.2) Premises</p> <p>Not Applicable</p> <p>(2.3) Lease/ Licenses</p> <p>Multiple Microsoft licences under the EA</p>
<p>(2.4) Standards</p> <p>Not Applicable</p>
<p>(2.5) Security Requirements</p> <p>Security Policy</p> <p>Not Applicable</p> <p>Additional Security Requirements</p> <p>Not Applicable</p> <p>Processing personal data under or in connection with this contract</p> <p>No</p>
<p>(2.6) Exit Plan (where required)</p> <p>The Supplier shall work closely with the Customer's Microsoft account team to ensure an effective transition to any replacement supplier. This will include:</p> <ul style="list-style-type: none"> • Engaging with any new supplier and supporting a tri-party call; and • Sharing documentation and delivering knowledge transfer sessions – specifically focused on the Customer's complex multi-tenant environment.
<p>(2.7) Environmental Plan</p> <p>Not Required</p>

<p>3. SUPPLIER SOLUTION</p>
<p>(3.1) Supplier Solution</p> <p>The Supplier shall provide the Services in accordance with the attached Tender Response Document. To the extent there is any conflict between the Tender Response Document and the Customer's Specification, the Customer's Specification shall take precedence.</p> <p>[REDACTED]</p>
<p>(3.2) Account structure including Key Personnel</p> <p>The Supplier's 's organisational structure is set out in the diagram.</p> <p>Team members are accredited within their areas of specialty, and we mandate that accreditations are kept</p>

4.2 Microsoft SLAs

The SLAs and Service Credits applicable to the Customer’s licensed product set are as attached:

[REDACTED]

or as amended from time to time at the following link [Licensing Documents \(microsoft.com\)](https://www.microsoft.com/licensing/docs)

Queries which the Supplier cannot answer are passed by the Supplier to the Microsoft Operations (MSOPs) team, which deals with non-technical queries (i.e. agreement, software assurance and portal queries), and has a 4-hour SLA to complete a first action on requests.

MSOPs will answer the query and complete the relevant action in one of Microsoft’s portals and provide the required information back to the Customer or raise a support ticket with Microsoft. If a support ticket is required MSOPS will reply with the appropriate SLA given by Microsoft, ranging from 12-24 hours as a first response.

MSOPs also provide an SLA for order processing. Orders received by MSOPs prior to 3.00pm are processed the same day with Microsoft (unless there are queries). MSOPs follow up with Microsoft directly if there are any delays from an ordering perspective

5. PRICE AND PAYMENT

(5.1) Contract Price payable by the Customer shall be on a per-licence bases in accordance with the relevant unit costs set out in the following table:

[REDACTED]
[REDACTED]
[REDACTED]

The Licence unit prices quoted above are fixed for the duration of this Contract. The Supplier and Customer acknowledge that the licence volumes quoted above are indicative and may vary according to actual usage, variance in true-up processes and any further reduction in unit price agreed with Microsoft.

(5.2) Invoicing and Payment

The Customer shall pay the Supplier within thirty (30) days of receipt of a Valid Invoice, submitted in accordance with this paragraph 5.2, the payment profile set out in paragraph 5.1 above and the provisions of the Contract.

