

#### 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 **26<sup>th</sup> August 2022** 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 <u>http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234</u>. 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; and
- 12. Annex 1 Call Off Terms and Additional/Alternative Schedules and Clauses.

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:	con_21132
Contract Title:	HMCTS Common Platform Product Enhancement Team Managed Service
Contract Description:	A managed service to provide Product Enhancement, Support and associated service teams to support the design, build and live service of the Authority's Common Platform as it transitions from the HMCTS Reform Programme into business as usual in the Digital and Technology Services (DTS) division.
<b>Contract Anticipated Potential Value:</b> this should set out the total potential value of the Contract	£21,542,642 (Inclusive of optional extension period)
Estimated Year 1 Charges:	£7,092,642

**Commencement Date:** this should be the date of the 20 September 2022 last signature on Section E of this Order Form

#### **Buyer details**

#### **Buyer organisation name**

The Secretary of State for Justice on behalf of Her Majesty's Courts and Tribunals Service



#### Billing address

Invoices should be submitted to: Ministry of Justice, HMCTS, Gwent, Shared Services Connected Limited, P.O. Box 769, Newport, NP20 9BB. Or

Buyer representative name , Head of Crime DTS

Buyer representative contact details

Buyer Project Reference Prj\_8221

#### Supplier details

Supplier name The supplier organisation name, as it appears in the Framework Agreement Methods Business and Digital Technology Limited

#### Supplier address Supplier's registered address Saffron House, 6-10 Kirby Street, London, EC1N 8TS

Supplier representative name The name of the Supplier point of contact for this Order

#### 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.



#### 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.

#### Methods RM6100 13105

#### **Guarantor details**

Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.

#### **Guarantor Company Name** The guarantor organisation name

Not Applicable

# Section B Part A – Framework Lot

Fr	Framework Lot under which this Order is being placed		
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	x	



5. SERVICE INTEGRATION AND MANAGEMENT

## Part B – The Services Requirement

#### **Commencement Date**

See above in Section A

#### **Contract Period**

Guidance Note – this should be a period which does not exceed the maximum durations specified per Lot below:

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

Initial Term Months Two Years Extension Period (Optional) Months One year

# Minimum Notice Period for exercise of Termination Without Cause

(Calendar days) Insert right (see Clause 35.1.9 of the Call-Off Terms)

30 days

#### Sites for the provision of the Services

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

The Supplier shall provide the Services remotely and, where agreed, from the following Sites:



#### **Buyer Premises:**

Address 102 Petty France, Westminster, London SW1H 9AJ

#### **Supplier Premises:**

Saffron House, 6-10 Kirby Street, London, EC1N 8TS

#### **Third Party Premises:**

Not Applicable

#### **Buyer Assets**

*Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms* Production and Test environments, Office 365 licenses, JIRA and Confluence licenses.

#### **Additional Standards**

Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.

Ministry of Justice Security Policy Framework Ministry of Justice ICT Security Guide Government Digital Service Standards Information Technology Infrastructure Library (ITIL)

#### **Buyer Security Policy**

Guidance Note: where the Supplier is required to comply with the Buyer's Security Policy then append to this Order Form below.

https://security-guidance.service.justice.gov.uk/#cyber-and-technical-security-guidance

#### **Buyer ICT Policy**

Guidance Note: where the Supplier is required to comply with the Buyer's ICT Policy then append to this Order Form below. See Security Policy



#### Insurance

Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.

Third Party Public Liability Insurance (£) -

Professional Indemnity Insurance (£) -

#### **Buyer Responsibilities**

Guidance Note: list any applicable Buyer Responsibilities below. Not Applicable

#### Goods

*Guidance Note: list any Goods and their prices.* Not Applicable

#### Governance – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.

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

The Part selected above shall apply this Contract.

#### Change Control Procedure – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of change control. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is no requirement to include a complex change control procedure where operational and fast track changes will not be required.

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

The Part selected above shall apply this Contract.



**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

Guidance Note: Tick any applicable boxes below

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

#### Part B – Additional Clauses

Guidance Note: Tick any applicable boxes below

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

Guidance Note: Tick any applicable boxes below

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.



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

#### Additional Schedule S3 (Security Requirements)

Guidance Note: where Schedule S3 (Security Requirements) has been selected in Part A of Section C above, then for the purpose of the definition of "Security Management Plan" insert the Supplier's draft security management plan below.

The Supplier will act in accordance with the Buyer's Security Policy, as stated above. Further detail is stated in the Security Management Plan. To be attached / referenced.



#### Additional Schedule S4 (Staff Transfer)

Guidance 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)

Guidance Note: where Clause C1 (Relevant Convictions) has been selected in Part A of Section C above, then for the purpose of the definition of "Relevant Convictions" insert any relevant convictions which shall apply to this contract below.

Not Applicable

#### Additional Clause C3 (Collaboration Agreement)

Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.

Not Applicable



# **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.* 

Supplier pricing (rate-cards) All Schedules (1-10) Annex 1 (to be reviewed) Supplier staff contact details/personal information Bid and Presentation content (including case studies etc)



# 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

Name	
Job role/title	
Signature	
Date	

#### For and on behalf of the Buyer

Name	
Job role/title	
Signature	
Date	

# Attachment 1 – Services Specification







# Attachment 2 – Charges and Invoicing

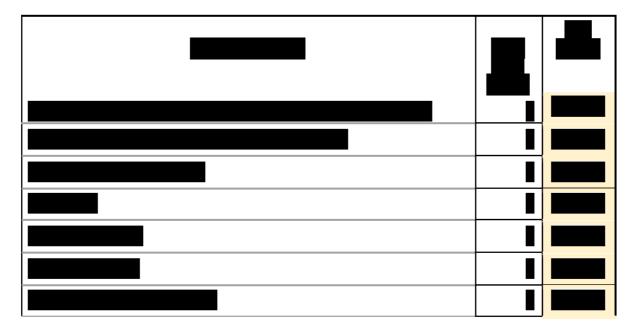
# Part A – Milestone Payments and Delay Payments – Not Applicable

#	Milestone Description	Milestone Payment amount (£GBP)	Milestone Date	Delay Payments (where Milestone) (£GBP per day)
M1				

# **Part B – Service Charges**

Charge Number	Service Charges
PET Monthly Charge	
[e.g. SL1C1]	

# Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges



Crown Commercial Service

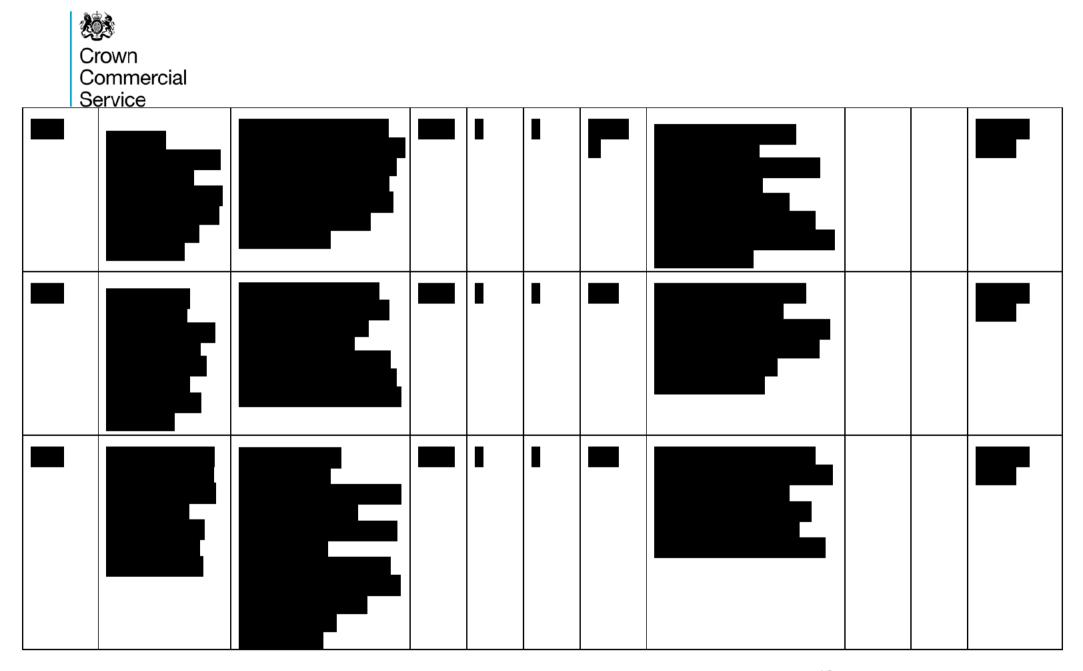




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**Part E – Early Termination Fee(s) - Not Applicable** 



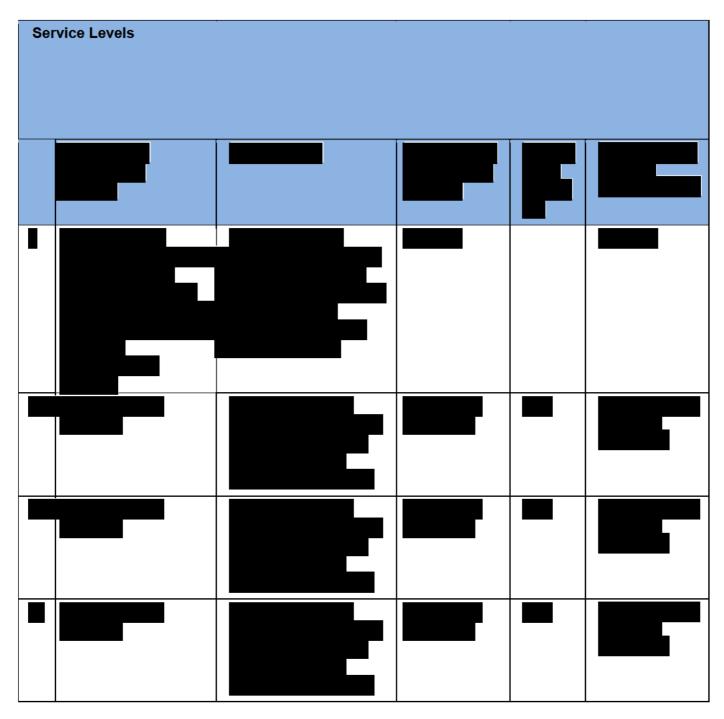
# **Attachment 3 – Outline Implementation Plan Not Applicable**

#	Milestone	Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Duration (Working Days)	Milestone Date
M1				

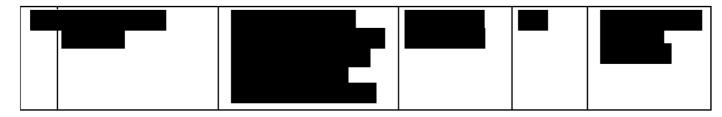


# **Attachment 4 – Service Levels and Service Credits**

#### Service Levels and Service Credits

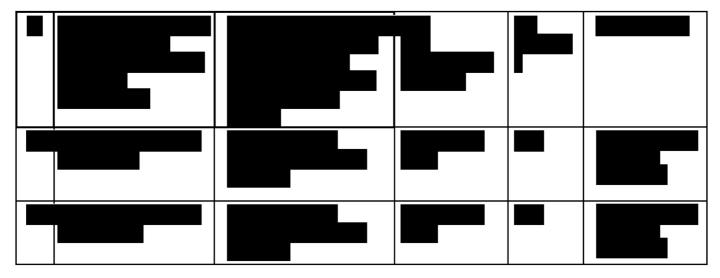






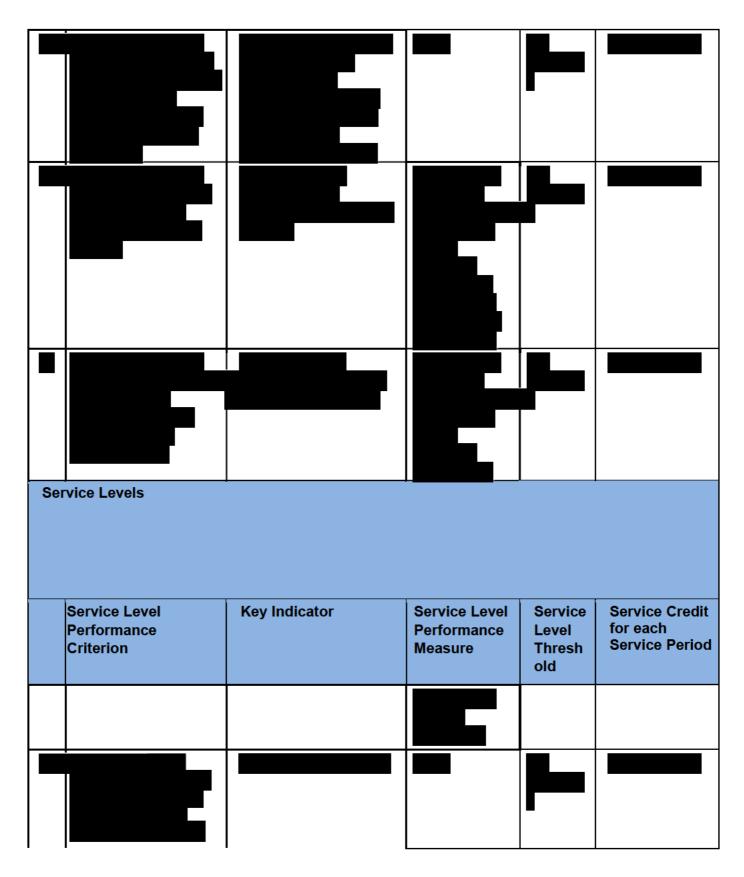
Ser	vice Levels				
	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Thresh old	Service Credit for each Service Period



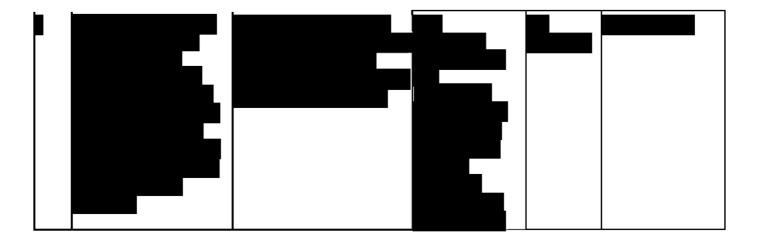


Se	rvice Levels				
	Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Thresh old	Service Credit for each Service Period









#### **Service Credits**

Service Credits shall accrue for any Service Failure.

A total of the monthly maximum service fee can be deducted through Service Credits each month.

If the level of performance of the Supplier during a measurement period achieves the Target Service Level, no service points shall accrue to the Supplier in respect of that Service Level.

If there is a Service Failure in the relevant measurement period, service credits apply as per the table below:

КРІ	Target	Category of Service Failure	Service Credits Deducted (as a % of monthly maximum service fee)

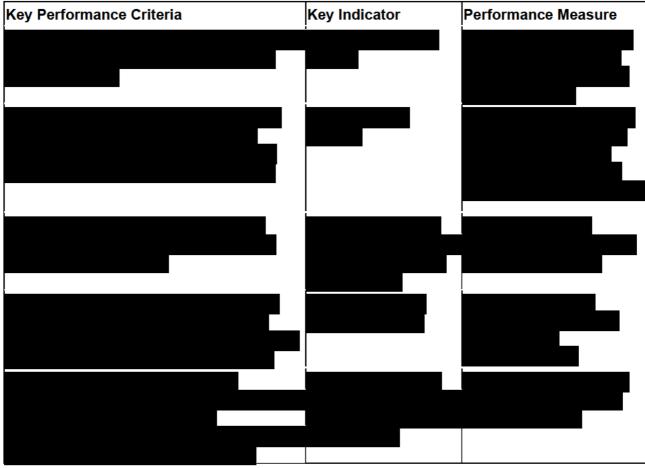


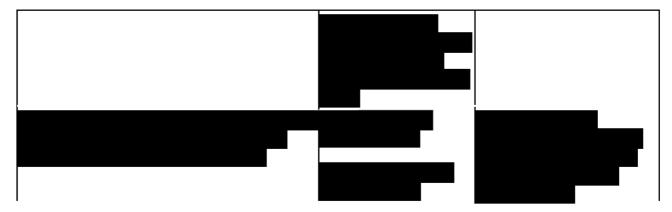
#### Service Credit Cap

of the service charges per month and annually

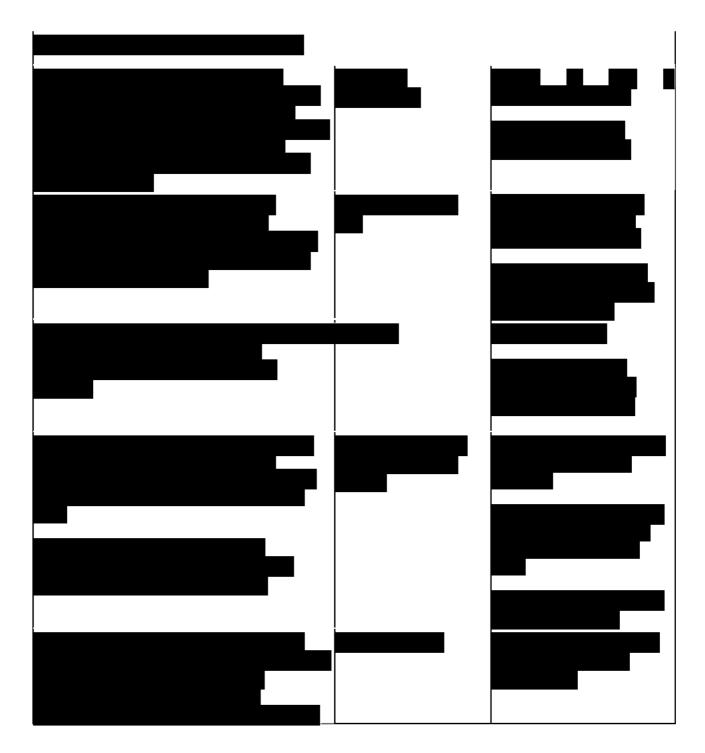
#### Service Performance Measures

To deliver this service the Supplier must be able to provide the following requirements:

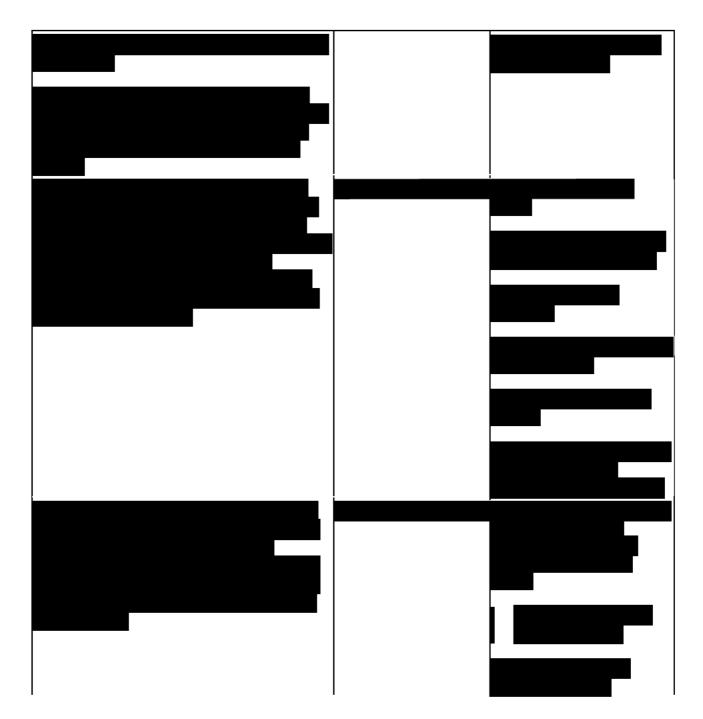




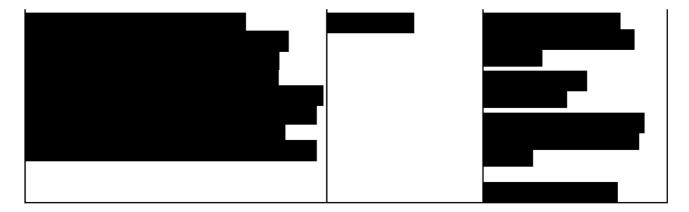












# Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

.1.5 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

Not applicable

# **Part B – Key Sub-Contractors**

Key Subcontractor 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	



# Attachment 6 – Software – Not Applicable

.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 – Not Applicable**

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

# Part B – Third Party Software – Not Applicable

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

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# **Attachment 7 – Financial Distress Not Applicable**

For the purpose of Schedule 8 (Financial Distress) of the Call-Off Terms, the following shall apply:

## PART A – CREDIT RATING THRESHOLD

#### PART A - SHORT FORM GOVERNANCE

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

Operational Board							
Buyer Members for the Operational Board	Head of Crime, DTS Head of Software Development, Crime						
Supplier Members for the Operational Board	Executive Director, Account Director, PET Delivery Lead						
Frequency of the Operational Board	Monthly						
Location of the Operational Board	As agreed.						

#### PART B – LONG FORM GOVERNANCE (Not Applicable)

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

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# 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:

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

- 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 Clause 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: Personal data relating to defendants, prosecutors and any other party involved with a criminal case proceeding. Example of such data include: names, date of birth, addresses and current and/or previous convictions and offences. Personal data relating to HMCTS staff, including names, date of birth and their position within the organisation
	The Supplier has assured the Buyer that they are compliant with GPDR legislation and has implemented GDPR and Data Handling training across all Supplier Staff which is mandatory and measured.
Duration of the processing	For the duration of this contract.
Nature and purposes of the processing	This service provider will be handling the data for a sole purpose of managing and supporting the live services. The system and data will be accessed whilst carry out maintenance, debugging problems and troubleshooting issues with users.

Type of Personal Data	Name, address, date of birth, NI number, telephone number, pay, images, current and previous criminal convictions and offences and driver record details.
Categories of Data Subject	Staff (including, agents, and temporary workers), members of the public and users of the services.
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	The systems in scope for this services will be used to maintain historic records and sequence of events. Any data being processed should remain on the Buyers systems. Data should be destroyed in line with the Buyers standards and requirements, if requested

# **Attachment 10 – Transparency Reports**

Title	Content	Format	Frequency
Performance	Change requests reported/in progress/resolved Defects reported/in progress/resolved - Maintaining Authority reporting systems (currently JIRA and Confluence systems)	Document Sprint report	Biweekly (or aligned to supplier iteration) Then combined for monthly contract performance review Monthly
Charges	Time & Materials Pricing Schedules as required		
Key Sub-Contractors	Details of change in subcontractor	Email notification to head of development	When arising
Performance management	Performance against KPIs		

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

Not Applicable

# HMCTS CP PET RM6100-Lot-3 Order-Form\_A ward FinalV2

Final Audit Report

2022-09-23

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