



**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 [ ] 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 <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234>. 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;



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- .1.3 the Call Off Terms; and
- .1.4 Framework Schedule 18 (Tender).

## Section A General information

Contract Details	
Contract Reference:	DF068
Contract Title:	DAS Enablement
Contract Description:	Data Analytics Services (DAS) supporting Defence Data Analytics Platform (DDAP) to provide a loosely-coupled, secure and scalable multi-tenant platform, designed to provide MOD personnel with access to data, analytical software and powerful computational resources that can be scaled to meet demand, enabling MOD personnel to gain insights and make decisions based on accurate, joined up data using state of the art tools and techniques.
<b>Contract Anticipated Potential Value:</b> this should set out the total potential value of the Contract	
this £5,047,500	
Estimated Year 1 Charges:	£5,047,500
<b>Commencement Date:</b> this should be the date of the last signature on Section E of this Order Form	
1 <sup>st</sup> June 2023	

Buyer details	
<b>Buyer organisation name</b> Defence Digital c/o The Secretary of State for Defence	
<b>Billing address</b> B2 Floorplate, Building 405, MOD Corsham, Westwells Road, SN13 9NR	
<b>Buyer representative name</b> The name of your point of contact for this Order <b>REDACTED</b>	

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**Buyer representative contact details**

REDACTED

**Buyer Project Reference**

Not Applicable.

**Supplier details**

**Supplier name**

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

**Supplier address**

Supplier's registered address

REDACTED

**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.

REDACTED

**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

**Guarantor Company Number**

Guarantor's registered company number

Not Applicable

**Guarantor Registered Address**

Guarantor's registered address



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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"/> |
| <b>d: Application and Data Management</b> | <b>X</b>                 |
| 5. SERVICE INTEGRATION AND MANAGEMENT     | <input type="checkbox"/> |

### 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

6 (six) months

#### Extension Period (Optional) Months

2 x 6-month options (not costed)

#### Minimum Notice Period for exercise of Termination Without Cause

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

#### Sites for the provision of the Services



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

The Supplier shall provide the Services from the following Sites:

**Buyer Premises:**

- MOD Corsham, Westwells Road, SN13 9NR
- Ministry of Defence, Whitehall, London, SW1A 2HB

**Supplier Premises:**

REDACTED

**Third Party Premises:**

REDACTED

**Buyer Assets**

*Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms*

REDACTED

**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.*

Not Applicable

**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.*

REDACTED

**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.*

REDACTED

**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.*

REDACTED

**Buyer Responsibilities**

*Guidance Note: list any applicable Buyer Responsibilities below.*

REDACTED



### 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	<input checked="" type="checkbox"/>
<del>Part B – Long Form Governance Schedule</del>	<input type="checkbox"/>

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	<input checked="" type="checkbox"/>
<del>Part B – Long Form Change Control Schedule</del>	<input type="checkbox"/>

## 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	<input type="checkbox"/>
S2: Testing Procedures	<input type="checkbox"/>
S3: Security Requirements (Part A)	Part A
<del>S4: Staff Transfer</del>	<input type="checkbox"/>



S5: Benchmarking	<input type="checkbox"/>
S6: Business Continuity and Disaster Recovery	X
S7: Continuous Improvement	X
S8: Guarantee	<input type="checkbox"/>
S9: MOD Terms	X

### Part B – Additional Clauses

Guidance Note: Tick any applicable boxes below

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

Guidance Note: Tick any applicable boxes below

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.

## 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.

REDACTED

### 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.*

Statement of work and rate card associated to service offering



## 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	



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## Attachment 1 – Services Specification

**REDACTED**

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## Attachment 2 – Charges and Invoicing

### Part A – Milestone Payments and Delay Payments

**REDACTED**

### Part B – Service Charges

**Not Applicable**

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

**REDACTED**

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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

Due to agile nature of the delivery, a dynamic risk register will be maintained between Supplier and Buyer.



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## Part E – Early Termination Fee(s)

**NOT APPLICABLE**



### Attachment 3 – Outline Implementation Plan

#	Milestone	Deliverables ( <i>bulleted list showing all Deliverables (and associated tasks) required for each Milestone</i> )	Duration ( <i>Working Days</i> )	Milestone Date
M1	[Concept Design]	{Statement of Requirements System/Application Specifications Interface Specifications Systems Testing Strategy Implementation Strategy and Plan Risk and Issues Management Plan Outline Disaster Recovery Plan Project Schedule Service Management Plan}		
M2	[Full Development]	{Design Verification Reports Design Validation Reports Change Management Plan System/Application Implementation Plan Risk and Issues Management Project Schedule Service Management Plan}		
M3	[System User Testing]	{System Test Report Risk and Issues Management Plan Project Schedule Service Management Plan Defects Log Final Inspection and Testing Report}		
M4	[User Readiness for Service]	{Training Plan Risk and Issues Log Implementation Plan Operations Plan Data Conversion & Cutover Plan Project Schedule Service Management Plan}		
M5	[Implementation]	{Implementation Plan Training Scripts}		
M6	[In Service Support]	{Post Implementation Report Data Conversion and Cut-Over Plan Service Delivery Reports Risk and Issues Log Service Management Plan Defects Log}		

Due to the agile nature of the delivery, implementation and prioritisation of deliverables will be jointly monitored through regular governance.



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## Attachment 4 – Service Levels and Service Credits

**NOT APPLICABLE**





## 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

REDACTED

### Part B – Key Sub-Contractors

REDACTED



## 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

Not applicable



## 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

All software supplied by Ministry of Defence for use within Contract Term.

## Attachment 7 – Financial Distress

### Not Used

#### 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	
Supplier Members for the Operational Board	
Frequency of the Operational Board	Monthly
Location of the Operational Board	Various (Remote, MOD or Supplier site)

#### PART B – LONG FORM GOVERNANCE

NOT USED

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

**REDACTED**

## Attachment 10 – Transparency Reports

Title	Content	Format	Frequency
Performance / Technical	<ul style="list-style-type: none"> <li>• Milestone tracking of deliverables</li> <li>• Risk register</li> </ul>	REDACTED	Weekly
Charges	Forecast v Actual	TBC	Monthly
Key Sub-Contractors	List of key sub-contractors	TBC	Monthly

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

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