

**Annex B**

**Model Order Form**

Order Number: **REDACTED** / contract ref L0363

Dated: 27 January 2015

(To be quoted on all correspondence relating to this Order.)

<b>FROM:</b>  United Kingdom Debt Management Office (DMO)  Name: <b>REDACTED</b>  Job Title: Project Manager  Telephone No.: <b>REDACTED</b>  Email Address: <b>REDACTED</b>	<b>TO:</b>  Bull Information Systems Ltd (an Atos company)  Name: <b>REDACTED</b>  Job Title: Sales Executive  Telephone No.: <b>REDACTED</b>  Email Address: <b>REDACTED</b>
<b>GOODS OR GOODS AND SERVICES TO BE PROVIDED AT:</b>  Eastcheap Court  11 Philpot Lane  London  EC3M 8UD	<b>INVOICE ADDRESS:</b>  <b>REDACTED</b>
This Order specifies all the variables necessary for the completion of a Commoditised IT Hardware and Software Contract.	
1. THE ORDERED IT PRODUCTS  1.1. VPLEX Metro hardware and software 4 * Cisco Fabric Switches Implementation services  1.2. 3 year hardware and software support for the above goods  2. SERVICE LEVELS  2.1. VPLEX – EMC Premium Support – 24 x 7, 4 hour onsite response Cisco Fabric Switches – Intrinsic/Cisco – 24 x 7, 4 hour fix  3. SERVICE CREDITS	

3.1. Not Applicable

#### 4. THE CHARGES

4.1. PO details below -

1 HARDWARE – VPLEX Metro

**REDACTED**

2 HARDWARE – Fabric Switches

**REDACTED**

3 SOFTWARE – VPLEX METRO

**REDACTED**

4 IMPLEMENTATION SERVICES

**REDACTED**

5 3 YEAR SUPPORT AND MAINTENANCE

**REDACTED**

Total value: £605,890

4.2. Not applicable

4.3. PO number **REDACTED** / L0363

#### 5. TIMETABLE

5.1. Term – Start Date – 27 January 2015, Expected end date – end March 2018.

5.2. Implementation Plan

<b>REDACTED</b>	<b>REDACTED</b>
<b>REDACTED</b>	<b>REDACTED</b>
<b>REDACTED</b>	<b>REDACTED</b>
<b>REDACTED</b>	<b>REDACTED</b>
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<b>REDACTED</b>	<b>REDACTED</b>

5.3. Acceptance Test Criteria – see Schedule 2-5

- Implementation delivers a virtual datacentre stretching across both DMO's physical datacentres
- DMO systems can be run via virtual datacentre from either data centre
- Ability to move where DMO systems are run from.
- Automated recovery of systems takes place across data centres.

5.4. Payment Profile

- March 2015 – Hardware and Software
- February 2015 – September 2015 – Implementation services at milestone deliveries (milestones and dates to be agreed)
- April 2015 – Support Contract

6. POINTS OF CONTACT FOR DISPUTE RESOLUTION

- 6.1. Customer's first point of contact for dispute resolution purposes to be inserted here – see Clauses 21.3 and 22.2 of the Model Contract

**REDACTED**, Business Delivery Manager, DMO

- 6.2. Contractor's first point of contact for dispute resolution purposes to be inserted here – see Clause 21.3 of the Model Contract –

**REDACTED**, Account Manager, Atos

- 6.3. Customer's second point of contact (escalation) for dispute resolution purposes to be inserted here – see Clause 21.4 of the Model Contract and Schedule 2-9

**REDACTED**, Procurement Manager, Managed Service, Crown Commercial Service

- 6.4. Contractor's second point of contact (escalation) for dispute resolution purposes to be inserted here – see Clause 21.4 of the Model Contract and Schedule 2-9

**REDACTED**, Sales Director, Project Services, Atos

7. PROPOSED SPECIAL TERMS

- 7.1. Not Used

8. ALTERNATIVE AND/OR ADDITIONAL CLAUSES – PLEASE TICK AS APPROPRIATE – **NOT USED**

~~8.1. Scots Law and Jurisdiction~~

~~8.2. Northern Ireland Law and Jurisdiction [Note: the NI legislation relating to insolvency needs to be identified]~~

~~8.3. Private Authorities~~

~~8.4. Non Crown~~

~~8.5. Liquidated Damages [Note: if this is selected, please complete the information~~

~~required in Schedule 2-13 and retain the definitions in Schedule 2-1 and the wording in brackets in Clause 2.3 of the Model Contract]~~

~~8.6. FOIA~~

~~8.7. Data Handling~~

~~8.8. Limitation of Liability [Note: the amount (£) needs to be identified]~~

~~8.9. MOD BACS~~

~~8.10. Third Party Co-operation [Note: optional wording needs to be deleted or included]~~

~~8.11. Security Measures~~

~~8.12. Access to MOD Sites~~

~~8.13. MOD Unique Identifiers~~

~~8.14. MOD Use of Electronic Business Delivery Form~~

~~8.15. MOD Payment under P2P~~

~~8.16. MOD Payment under P2P Matching the Invoice and Order (Two way match)~~

~~8.17. MOD GPC [Note: the order form will need to include the further information set out in paragraphs 6.2 and 6.3 of this additional clause]~~

~~8.18. MOD Overseas Supply~~

## 9. ADDITIONAL INFORMATION

### 9.1. Delivery

All Deliveries to:

DMO  
Eastcheap Court  
11 Philpot Lane  
London  
EC3M 8UD

Deliveries of equipment - March 2015

### 9.2. Communications:

**REDACTED**  
Project Manager  
DMO  
Eastcheap Court  
11 Philpot Lane  
London  
EC3M 8UD  
**REDACTED**

9.3. CITHS Contract Manager – see 9.2

*For DMO:*

**REDACTED**

Project Manager

DMO

Eastcheap Court

11 Philpot Lane

London

EC3M 8UD

*For Bull/Atos:*

**REDACTED**

Account Manager

Atos IT Services

4 Triton Square

Regent's Place

London

NW1 3HG

9.4. Data Protection Audit - Not Applicable

9.5. Insurances – standard framework levels

9.6. Entire Agreement – Not Applicable

9.7. Contract and Service Management:

Weekly management meetings during the design, implementation, testing and migration phases.

9.8. Sub-Contractors

Single sub-contractor is Intrinsic. Intrinsic will be responsible for professional services on the new Cisco network infrastructure. Intrinsic are an existing Partner to Atos and will be managed by Atos as such.

9.9. Commercially Sensitive Information – Not Applicable

9.10. Standards and Regulations

3<sup>rd</sup> party provider to host VPLEX Witness certified to host data at IL3 level, ISO27001

9.11. Title and Risk –

All Goods

9.12. BCDR Plan and Security Management Plan – Bull to provide

9.13. Software and Software Licence Terms

VPLEX Software and Software Licence – 3 year support and maintenance contract.  
To run from April 2015 to March 2018.

10. OPTION FOR FORMAT OF CONTRACT (delete as appropriate)

~~Please send me the Contract duly executed by an authorised officer of the Contractor.~~

~~or~~

Please send me a statement that a contract has been formed using the terms and conditions in the Model Contract, augmented by the information provided in the Order, such information being replicated or referenced in that statement.

**Annex C**

**Summary of Alternative Clauses and Additional Clauses**

**NOT USED**