

**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 9th 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 [Technology Services 3 - CCS \(\[crowncommercial.gov.uk\]\(https://www.crowncommercial.gov.uk\)\)](https://www.crowncommercial.gov.uk) 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. Schedule 1 — Definitions - V2;
3. Schedule 2.1 - Statement of Service Requirements — Official Sensitive - V2
4. Schedule 2.2 — Statement of Service Requirements — Secret - V2
5. Schedule 2.3 — Statement of Service Requirements — Top Secret - V2
6. Schedule 2.4 — Buyer Service Management Process - V2
7. Schedule 2.6 — Policies and Standards - V2
8. Schedule 2.7 — Buyer Sites and Locations - V2
9. Schedule 3 — Service Levels, Credits and Performance Management - V2
10. Schedule 4 — Charging and Invoicing - V2
11. Schedule 5 — Dispute Resolution Procedure - V2
12. Schedule 6 — Change Control Procedure - V2
13. Schedule 7 — Reports and Records Provision - V2
14. Schedule 8 — Governance - V2
15. Schedule 9 — Financial Distress - V2
16. Schedule 10 - Software - V2
17. Schedule 11 — Exit Management Procedure - V2
18. Schedule 12 — Bidder Response - V2
19. Schedule 13 — Key Supplier Personnel & Key Sub-Contractors - V2
20. Schedule 14 — Processing, Personal Data and Data Subjects - V2
21. Schedule 15 — Additional and/or Alternative Clauses - V2
22. Schedule 16 — Transition Management - V2
23. Schedule 17 — Collaboration Agreement - V2
24. Schedule 18 — Contract Obligations - V2
25. Schedule 19 - Security - V2
26. Schedule 20 - Benchmarking - V2
27. Call Off Terms.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

- (a) the Framework, except Framework Schedule 18 (Tender);
- (b) the Order Form;
- (c) the Call Off Terms; and
- (d) Framework Schedule 18 (Tender)

Section A - General information

Contract Details

Contract Reference:

Click here to enter text.

Contract Title:

Networks & Hosting Services (N&HS).

Contract Description:

The provision and delivery of Networks & Hosting Services across three networks.

Contract Anticipated Potential Value: this should set out the total potential value of the Contract

Redacted Under FOIA Section 43, Commercial Interests

(inclusive of Transition and Core Contract Service Delivery), excluding optional extension period or periods of up to 24months beyond initial term). exclusive of VAT

There is an anticipated throughput spend of up-to

Redacted Under FOIA Section 43, Commercial Interests

 exclusive of VAT. This throughput is not committed to or guaranteed.

Total Value £90,308,333.33 exclusive of VAT and including non-committed anticipated throughput spend.

Estimated Year 1 Charges:

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Redacted Under FOIA Section 43, Commercial Interests

Contract Commencement Date:

2 September 2024.

Note: The Parties intend to sign the Order Form before or on the 2 August 2024 (the signature date of the Order Form)

Buyer details

Buyer organisation name

Defence Science and Technology Laboratory (Dstl).

Billing address

Your organisation's billing address - please ensure you include a postcode

Dstl Accounts Payable

Po Box 325, Portsdown VVest

Portsdown Hill Road. PO14 9HL

Redacted Under FOIA Section 40, Personal Information

Buyer representative name

The name of your point of contact for this Order

Programme and Transition:

Redacted Under FOIA Section 40, Personal Information

(NISSS Programme Manager)

Transition Head)

Service Commencement:

Redacted Under FOIA Section 40, Personal Information

(Head of Service Delivery)

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.

Programme and Transition:

Redacted Under FOIA Section 40, Personal Information

(NISSS Programme Manager) e:

Redacted Under FOIA Section 40, Personal Information

Redacted Under FOIA Section 40, Personal Information

Redacted Under FOIA Section 40, Personal Information

Transition Head) e:

Redacted Under FOIA Section 40, Personal Information

Redacted Under FOIA Section 40, Personal Information

Service Commencement:

Redacted Under FOIA Section 40, Personal Information

of Service Delivery) e:

Redacted Under FOIA Section 40, Personal Information

Redacted Under FOIA Section 40, Personal Information

Buyer Project Reference

Please provide the customer project reference number.

Supplier details

Supplier name

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

Sopra Steria Limited.

Supplier address

Supplier's registered address

Three Cherry Trees Lane

Hemel Hempstead

Hertfordshire

HP2 7AH

Supplier representative name

The name of the Supplier point of contact for this Order

Account Manager

Redacted Under FOIA Section 40, Personal Information

Transition Director

Redacted Under FOIA Section 40, Personal Information

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.

Account Manager

Redacted Under FOIA Section 40, Personal Information

Tel:

Redacted Under FOIA Section 40, Personal Information

Transition Director

Redacted Under FOIA Section 40, Personal Information

Email:

Redacted Under FOIA Section 40, Personal Information

Tel:

Redacted Under FOIA Section 40, Personal Information

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 Under FOIA Section 43, Commercial Interest

Guarantor details

In accordance with Schedule 15 (Alternative and Additional Clauses) Part 3 (Guarantee) In the event of this applying to this Call-Off Contract, the details will be included of the Guarantor immediately below.

Guarantor Company Name

The guarantor organisation name

N/A — The Buyer reserves the right to invoke Schedule 15 Annex 3-A (Form of Guarantee) reviewed on an annual basis; in the event of the Supplier falling below an acceptable Credit Rating Threshold as defined in Annex 2 Financial Distress — Credit Rating in Schedule 9 (Financial Distress Procedure). Where Buyer invokes Annex 3-A (Form of Guarantee) this will be incorporated in accordance with Schedule 6 (Change Control Procedure).

Guarantor Company Number

Guarantor's registered company number

N/A

Guarantor Registered Address

Guarantor's registered address

N/A

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	N/A
2. TRANSITION & TRANSFORMATION	N/A
3. OPERATIONAL SERVICES	
a: End User Services	O
b: Operational Management	
c: Technical Management	
d: Application and Data Management	O
4. MAJOR SERVICES TRANSFORMATION PROGRAMMES	N/A
5. SERVICE INTEGRATION AND MANAGEMENT	N/A

Part B - The Services Requirement

Contract 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

36 months

Extension Period (Optional) Months

Up-to 24 months

Minimum Notice Period for exercise of Termination Without Cause

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

180 Calendar days
(equivalent of 6 months)

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:

See Schedule 2.7 (Buyer Sites and Locations)

Supplier Premises:

Not Applicable

Third Party Premises:

Not Applicable

Buyer Assets

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

The Supplier will be provided with the necessary Buyer Hardware and Software to enable the Supplier to meet its contractual obligations.

Additional Standards

See Clause 13 (Standards), the definition of Standards in Schedule 1 of the Call-Off Contract Schedule 1 (Definitions).

Schedule 2.6 (Policies and Standards) shall apply this Call-Off Contract.

[Redacted]

[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.

ICT Acceptable Use Policy as set out within Schedule 2.6 (Policies and Standards)

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 (£) -

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Professional Indemnity Insurance (£)

Redacted Under FOIA Section 43, Comm

Buyer Responsibilities

Buyer Responsibilities are set out within Schedule 18 (Contract Obligations) and below as follows;

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Redacted Under FOIA Section 43, Commercial Interests
Redacted Under FOIA Section 43, Commercial Interests
Redacted Under FOIA Section 43, Commercial Interests

[illegible]

Goods

Not Applicable

Governance

Schedule 8 (Governance) shall apply this Call-Off Contract.

Change Control Procedure

Schedule 6 (Change Control Procedure) shall apply this Call-Off Contract.

Section C

Part A - Additional and Alternative Buyer Terms

Additional Schedules and Clauses *(see Annex 3 of Framework Schedule 4)*

The Alternative Clauses set out in Schedule 15 (Alternative and Additional Clauses) shall apply this Call-Off Contract.

Part B - NOT USED

Section D - Supplier Response

Schedule 12 (Supplier Response) sets out the 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.*

Description	Period
<i>Supplier's Cost Model and the Charges set out within Schedule 4 (Charging and Invoicing).</i>	<i>For the Term of the Call-Off Contract plus 3 years.</i>
<i>Suppliers Bid Model submitted as part of Supplier ITT offer.</i>	<i>For the Term of the Call-Off Contract plus 3 years.</i>

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	Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information
Job role/title	Chief Commercial and Legal Officer
Signature	Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information
Date	01/08/2024

For and on behalf of the Buyer

Name	Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information
Job role/title	Head of Commercial Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information
Signature	Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information
Date	10 th August 2024.