



**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 [16/06/2021] 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 <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:

- 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: | [REDACTED] |
| Contract Title: | OP-556931 |
| Contract Description: | MINISTRY OF JUSTICE – IT RECYCLING FOR HMP BERWYN & HMP WEYLAND |
| Contract Anticipated Potential Value: this should set out the total potential value of the Contract | £87,601.75 |
| Estimated Year 1 Charges: | £87,601.75 |
| Commencement Date: this should be the date of the last signature on Section E of this Order Form | 25/11/2022 |

| |
|---|
| Buyer details |
| Buyer organisation name Ministry of Justice |
| Billing address Your organisation's billing address - please ensure you include a postcode [REDACTED] 10 South Collonade, Canary Wharf, E14 4PU |
| Buyer representative name The name of your point of contact for this Order [REDACTED] |
| 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. [REDACTED] |
| Buyer Project Reference Please provide the customer project reference number. [REDACTED] |
| Supplier details |
| Supplier name |



The supplier organisation name, as it appears in the Framework Agreement
Daisy Corporate Services Trading Limited

Supplier address

Supplier's registered address
Lindred House, 20 Lindred Rd, Nelson, BB9 5SR

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

Not Applicable



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 checked="" type="checkbox"/> |
| 3. OPERATIONAL SERVICES | |
| a: End User Services | <input checked="" type="checkbox"/> |
| b: Operational Management | <input type="checkbox"/> |
| c: Technical Management | <input type="checkbox"/> |
| d: Application and Data Management | <input type="checkbox"/> |
| 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:

[REDACTED]

Initial Term Months

12 months

Extension Period (Optional) Months

12 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:

[REDACTED]

Supplier Premises:

[REDACTED]

Third Party Premises:

Not Applicable

Buyer Assets

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

TBC

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

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 (£) – Not Applicable

Professional Indemnity Insurance (£) – Not Applicable

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

- N2S require an onsite contact name and number.
- Onsite parking will be provided for N2S.
- Security access to site, if required, to be organised by customer.
- Equipment to be collected will be identified by on-site representative to N2S engineers.
- All equipment to be decommissioned prior to collection.
- All equipment to be on a ground floor or on a floor with lift access.
- All equipment to be stored in one central location. • Any additional equipment will be taken at the discretion of N2S.
- Any additional units found within the collection will be chargeable.
- All work to take place during normal working hours, Monday -Friday.



- Once booked, if works postponed/cancelled with less than 24 hours-notice, 100% charge will apply.
- Once booked, if works postponed/cancelled with less than 48 hours-notice, 50% charge will apply.
- If for any reason outside of N2S control, the works must be abandoned on the day, 100% charge will apply.

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"/> |
| Part B – Long Form Governance Schedule | <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"/> |
| Part B – Long Form Change Control Schedule | <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 (either Part A or Part B) | Part A <input checked="" type="checkbox"/> or Part B <input type="checkbox"/> |
| S4: Staff Transfer | <input type="checkbox"/> |
| S5: Benchmarking | <input type="checkbox"/> |
| S6: Business Continuity and Disaster Recovery | <input type="checkbox"/> |
| S7: Continuous Improvement | <input type="checkbox"/> |
| S8: Guarantee | <input type="checkbox"/> |
| S9: MOD Terms | <input type="checkbox"/> |

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 | <input type="checkbox"/> |
| 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.

Not Applicable

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



Crown
Commercial
Service

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.*

Not Applicable



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] |
| Job role/title | [REDACTED] |
| Signature | [REDACTED] |
| Date | [REDACTED] |

For and on behalf of the Buyer

| | |
|----------------|------------|
| Name | [REDACTED] |
| Job role/title | [REDACTED] |
| Signature | [REDACTED] |
| Date | [REDACTED] |



Attachment 1 – Services Specification

General Service Statement

Daisy's disposals partner N2S provides a high quality, **secure and environmentally compliant** approach to IT asset lifecycle management.

They support customers across the entire breadth of their IT Estate by securely managing the recovery, reuse, resale and or recycling including bioleaching of technology from any domain (mobile, desktop, workplace, data centre, network & telecoms).

Their IT Lifecycle Services that deliver tangible, measurable, environmental benefits to customers enabling them to realise their decarbonisation objectives, net zero targets and overall Environmental Sustainability Goals.

N2S's services focus on customers' needs in 4 key areas:

- **IT Professional services:** the collection, decommissioning and data sanitisation of any IT asset
- **Resale of IT:** refurbishing IT assets and re-introducing them to the market.
- **Recycling:** dismantling, commodity separation and refining through bioleaching of IT & Telecoms equipment with all processes in line with the WEEE directive
- **Environmental and Compliance Reporting:** including certificates of data destruction and or sanitisation alongside sustainability and embodied carbon reporting for all IT & Telecoms equipment disposed of.

Additional services include installations, onsite data sanitisation and destruction and the ability to purchase quality refurbished hardware.

Benefits of Daisy's partnership with N2S.

- Supports a Circular Economy for technology in alignment with the EU waste hierarchy by prioritising the re-use and re-deployment of equipment and maximising the return of materials back into manufacturing streams with Innovative green refining solutions
- N2S has had a Zero to landfill commitment since 2015.
- Environmental Impact reporting using Science based metrics supported by an investment in state-of-the-art equipment that can measure material content of technology at the atomic level.
- N2S are highly accredited for Data Sanitisation & Destruction (up to GOV. SECRET level).
- Industry leaders and innovators – a cutting-edge Biotechnology process to sustainably recover precious and rare earth metals from e-waste.



Method Statement

[REDACTED]

Commercials

Pricing based on 300 Laptops & 90 Servers

| | |
|--------------------|-------------------|
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] |
| <u>Total Costs</u> | <u>£87,601.75</u> |

All prices are exclusive of VAT

Purchase order required in advance of works being carried out

Quotation valid for 30 days

Our Credentials



N2S has been in business since 2002 and its Directors have over 50 years' experience in their specialist fields. N2S have experience working with both large and small businesses across the finance, telco, media and government sectors with many references for UK and international multi-site rollout and collections.

N2S accreditations include:

- ISO 9001: Compliant and Registered for Quality Management
- ISO 14001: Compliant and Registered for Environmental Management
- OHSAS 18001: Compliant and Registered for Health & Safety
- ISO 27001: Compliant and Registered for Security Standard Accredited
- CAS –S certified to Official & Secret levels (Government accredited Data Sanitisation)
- EU WEEE Compliance Scheme Member
- Safe Contractor Accreditation
- Blancco Registered User
- Fully Licensed Waste Carrier, Waste Management, and Hazardous Waste Carrier
- British Metals Recycling Association

Global Business Excellence (GBE) Award – Outstanding Green IT Initiative



Attachment 2 – Charges and Invoicing

Part A – Milestone Payments and Delay Payments

Not Applicable

Part B – Service Charges

See Attachment 1

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

| Staff Grade | Day Rate (£) |
|-------------|--------------|
| | |
| | |



Crown
Commercial
Service

Part D – Risk Register

Not Applicable

Part E – Early Termination Fee(s)

Not Applicable



Crown
Commercial
Service

Attachment 3 – Outline Implementation Plan

Not Applicable



Crown
Commercial
Service

Attachment 4 – Service Levels and Service Credits

Not Applicable

Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

- 1.1 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]



Crown
Commercial
Service

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:

Not Applicable

Part B – Third Party Software

The Third Party Software shall include the following items:

Not Applicable

Attachment 7 – Financial Distress

For the purpose of Schedule 7 (Financial Distress) of the Call-Off Terms, the following shall apply:

PART A – CREDIT RATING THRESHOLD

[REDACTED]

PART B – RATING AGENCIES

- [Rating Agency 1 (e.g Standard and Poors)]
 - Credit Rating Level 1 = [AAA]
 - Credit Rating Level 2 = [AA+]
 - Credit Rating Level 3 = [AA]
 - Credit Rating Level 4 = [AA-]
 - Credit Rating Level 5 = [A+]
 - Credit Rating Level 6 = [A]
 - Credit Rating Level 7 = [A-]
 - Credit Rating Level 8 = [BBB+]
 - Credit Rating Level 9 = [BBB]
 - Credit Rating Level 10 = [BBB-]

Attachment 8 – Governance

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 | [REDACTED] |
| Supplier Members for the Operational Board | [REDACTED] |
| Frequency of the Operational Board | [REDACTED] |
| Location of the Operational Board | [REDACTED] |

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 The contact details of the Buyer's Data Protection Officer are: [REDACTED]
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
- 1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Attachment 9.

| Description | Details |
|---|--|
| Identity of Controller for each Category of Personal Data | <p>[The Authority is Controller and the Supplier is Processor]</p> <p>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:</p> <p><i>Controller is Ministry of Justice</i> <i>Processor is Daisy Corporate Services Trading Limited</i> <i>Named DPO within Daisy – [REDACTED]</i></p> |
| Duration of the processing | <p>Billing information is stored for the duration of the contract or as long as you are a customer of Daisy.</p> <p>Between 25/11/2022-24/11/2023 under the initial term of contract.</p> |

| | |
|---|--|
| | <p>When information is no longer required for business purposes or exceeds defined data retention timescale, it is stored securely awaiting destruction in a manner commensurate with the classification and sensitivity of the data to ensure there is no possibility of recovery or compromise</p> |
| Nature and purposes of the processing | <p>We will not be processing personal data other than on order forms and fault tickets etc. and no data is being stored as part of the solution. In terms of access to billing information, only agreed decision makers will be set up with access and this is SSL encrypt. All access to the billing platform is logged via Daisy Central.</p> <p>Billing information is stored for the duration of the contract or as long as you are a customer of Daisy. It is deleted in line with Data Protection and data destruction policies.</p> |
| Type of Personal Data | <p>Personal identifiable information will be limited to account management information in relation to customer employees. This will include name, email and telephone number</p> <p>We will not be processing personal data other than on order forms, fault tickets etc. and no data is being stored as part of the solution.</p> |
| Categories of Data Subject | Customer/Clients |
| 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 | <p>When information is no longer required for business purposes or exceeds defined data retention timescale, it is stored securely awaiting destruction in a manner commensurate with the classification and sensitivity of the data to ensure there is no possibility of recovery or compromise.</p> <p>Daisy follows destruction standards that applicable to the asset being disposed of.</p> <p>Standards include:</p> <ul style="list-style-type: none"> • BS EN 15713:2009 - Secure Destruction of Confidential Material Code of Best Practice; • CPNI Secure Destruction Sensitive information - Government / PSN related information; • HSCIC GPG– Destruction & Disposal of data (Health) from systems used within N3 (HSCN) connected networks version 3, dated March 2015. |

Attachment 10 – Transparency Reports

Not Applicable

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

Not Applicable