

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 February 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. 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
- Attachment 9 : Schedule of Processing, Personal Data and Data Subjects;
- 11. Attachment 10: Transparency Reports; and
- 12. Annex 1: Call-Off Terms and Additional or 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).

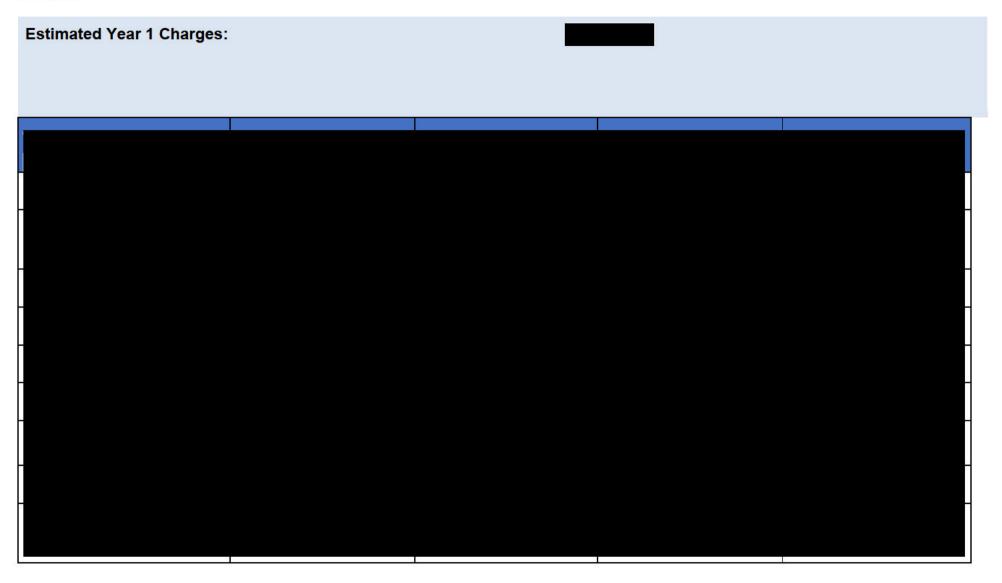


Section A

General Information

Contract Details	
Contract Reference:	TIS0667
Contract Title:	Intelligence Database
Contract estimated commencement Date	08 January 2024
Contract Description:	Provision of an Intelligence Database
Contract Anticipated Potential Value:	
Year 1 Annual Recurring Revenue:	











Buyer Details Buyer Organisation Name: The Insolvency Service **Billing Address** 16th Floor, 1 Westfield Avenue, Stratford, London, E20 1HZ **Buyer Representative Name Buyer Representative Contact Details Buyer Project Reference** TIS0667 **Supplier Details Supplier Name** Insight Direct (UK) **Supplier Address** Technology Building, Insight Campus, Terry Street, Sheffield S9 2BU Supplier Representative Name **Supplier Contact Details** Insight Contract ref number 16567 **Insight Contract Manager** Insight Account manager Supplier's Catalogue Service Offer **Reference Number Guarantor Details Guarantor Company Name** Not Applicable.



Guarantor Company Number	Not Applicable.
Guarantor Registered Address	Not Applicable.

Section B

Part A

Framework Lot

FF	FRAMEWORK LOT UNDER WHICH THIS ORDER IS BEING PLACED:		
RI	RM6100 Technology Services 3		
1.	TECHNOLOGY STRATEGY & SERVICES DESIGN		
2.	TRANSITION & TRANSFORMATION		
3.	OPERATIONAL SERVICES		
	a: End User Services	X	
	b: Operational Management		
	c: Technical Management		
	d: Application and Data Management		
5.	SERVICE INTEGRATION AND MANAGEMENT		



Part B

The Services Requirement

Commencement Date

See above in Section A

Contract Period

Lot	Maximum Term: Months (Years)
2	36 (3)
3	60 (5)
5	60 (5)

Initial Term

Months (Years)

Thirty-Six (3)

Extension Period (Optional)

Months (Years)

Two periods of twelve months (1)

Minimum Notice Period to exercise 90 Calendar Days

Termination Without Cause

Sites for the provision of the Services



The Services will be delivered remotely with training being delivered on site and/or via Teams/hybrid.

The software is available 99.9% of the time to a to Service Level Agreement which is

included below.

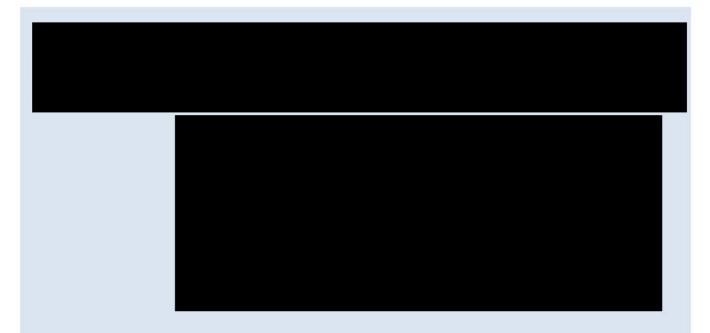
Support / Service

Service Level Agreement:

A comprehensive description of the support service and SLA can be found here :

Standard Support Service and SLA





The Insolvency Service will have a 10:1 ratio for Enterprise Support. There is flexibility within the first three years to upgrade/downgrade between the standard and enterprise packages. The Insolvency Service can remove on each anniversary with 90 days' notice.

An Exit Plan will be provided.

CONDITIONS ON THE CUSTOMER

The following resources are required from the Customer side.

Project Lead	Serves as the primary Customer point of contact and coordinates Customer resources while ensuring delivery of scope as outlined in this SOW. Attends status meetings. Obtains and provides applicable information, consents, decisions and approvals as required by to perform Services in line with the dates in the project plan. Escalates issues within Customer's organisation, as necessary.
Process Specialist	Ensures the use cases and processes required are represented during implementation to configure in . Attends User training and actively participates in Discovery and Solution Iteration processes. Champions within the business and helps train others.



Administrator/Configuration Owner	Takes the processes and use cases from the business and maps them to the configuration of . Attends Admin and user training and participates in process and configuration workshops. Completes the configuration activities within the timelines outlined in the project plan, including signing off the system set up during UAT. Owns the configuration activities post go live on behalf of the Customer.
Migration/Data Specialist	Reviews the data required for migration and ensure it is: - Clean - De-duplicated - In a consistent format that can be imported into Has read the migration document to understand how data is imported into to ensure content is provided in the right format. Works with the Technical Resource to ensure a successful import.
Internal IT Manager	Manages the tasks on the plan relating to SSO to enable access to user accounts Manages the tasks on the plan relating to adding the webform URLs to the internal or external site they should be hosted on.

Buyer Assets

Not Applicable

Additional Standards

Cyber Essentials, ISO27001:2013

Buyer Security Policy

The Insolvency Service IT Security Management Plan and IT Security Policies as amended from time to time.

Buyer ICT Policy

The Insolvency Service ICT Policy (if provided) as amended from time to time.

Insurance

Third Party Public Liability Insurance (£): Professional Indemnity Insurance (£):

Buyer Responsibilities

To provide resources as defined in the Implementation Plan.

Goods

Not Applicable.



Governance Option: Part A or Part B

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

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

Part A

Additional Schedules

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

Part B

Additional Clauses

Additional Clauses	Tick as applicable
C1: Relevant Convictions	
C2: Security Measures	X
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

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 and Clauses Selected in Part A





Data migration - Overview

Here is an overview of our overall approach and the activities needed on both sides to ensure a successful data migration.



We fully support the process through workshops and training sessions to share best practice and learnings from previous migrations.

Key users are the best people to work on the data mapping exercise and will form a key part of the configuration phase of the project. Key users will have the best understanding of the way that will be used in your organisation, and together with the knowledge of the existing systems can make decisions about where the data should go in

We also recommend that you have a technical resource who can work with us and the key users to configure the import tool.

Additional Schedule S4 (Staff Transfer)

Not Applicable

Additional Clause C1 (Relevant Convictions)

Not Applicable.

Additional Clause C3 (Collaboration Agreement)

Not Applicable.





Section D

Supplier Response

Commercially Sensitive Information

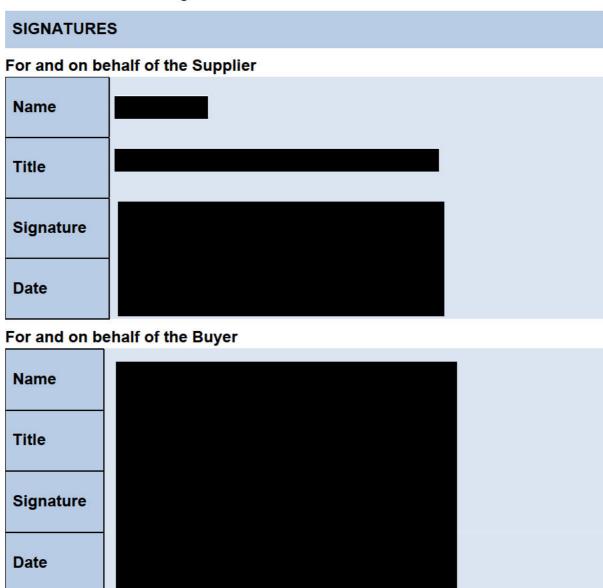
Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract



Section E

Contract Award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.





Services Specification

Please refer to the document 04.TIS0667 RM6100 Intelligence Database Call-Off Attachment 1 V1.0

Services Scope

The following services and deliverables are in scope of this project.

Stage	Project Activities	Deliverables
Prepare	Customer receives welcome email with some pre-work activities gathering data and processes 1 x Remote kick-off meeting with all executive sponsors and project team members in all regions to define goals and objectives and agree the final project plan. 1 x Remote awareness session to bring any project team members or users up to speed with how works. Session is recorded for future use. Status update meetings will begin at this point to keep the project on track on a regular basis.	Welcome Email Kick-off Slide deck Objectives defined
Stage Boundary	Project Approach signed off, pre-work completed	
Roadmap	Project plan created and reviewed at the first status update meeting. Process Elements 2 x Onsite Process review meeting to review current processes and define how the process will work in (2 days consecutively or split/ hybrid as necessary) Technical Elements 1 x Remote technical session to review SSO needs with a technical resource and someone who manages the active directory on the Customer side 1 x Remote technical session to define requirements for 1 webform 1 x Remote technical session to discuss migration requirements	Project plan Process maps Technical design Basic training
Stage Boundary	Baseline project plan, process and design confirmed	



Operationalise	JAT and Live ystem available Office Hours upport provided
Basic configuration applied to system by based on learnings from the process sessions. 1 x Remote User training to understand how works following the new process agreed in the workshop. Sessions can be recorded and made available to the Insolvency Service. 2 x Remote Admin training sessions to understand the settings available to configure Clue Sessions can be recorded and made available to the Insolvency Service. System handed to customer to complete/change any configuration as required Technical Tasks SSO set up by and Customer internal IT Webforms created by Data mapped and cleaned by Customer ready for import 3 x Remote Configuration Office hours sessions to manage Q&A and configuration challenges	ystem available Office Hours
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3 x Remote Configuration Office hours sessions to manage Q&A and configuration challenges	
tion challenges	
Stage Boundary System set up ready to test	
Stage Boundary System set up ready to test	
UAT preparation	
1 x UAT preparation session	
Webforms connected to UAT site for review and test Cus-	
tomer creates test scripts to test end to end process UAT.	
review	est Feedback complete and eviewed
Vorify SSO confirmed as working	echnical ele-
Webforms tested and 2 rounds of changes if needed.	nents confirmed
Sign off as v	s working
Configuration and webforms signed off for launch.	
1 x Remote UAT review session to confirm completion	
Stage Boundary UAT complete, sign off for Launch	



	Training				
	3 x onsite days to run training sessions for full users (recommend groups of no larger than 8)				
	7x remote sessions for full users (recommend groups of no larger than 8				
	Sessions can be recorded and made available to the Insolvency Service.				
	10 x 1.5 hour sessions for light/field users	User training ma- terial			
	Training feedback survey and final tweaks	User Quick			
Execute	Sign off for go live	Guides			
Execute	Go Live	Adoption Review			
	Go live and communications sent	slides			
	Webforms connected to and Internal ITteam links URL to live website	Implementation Questionnaire			
	and Adop-				
	tion phase				
	2 x Remote office hours sessions as required for 3 weeks post launch				
	Adoption survey sent				
Stage Boundary	Customer is live, Project Complete, SoW sign off				
	Project handover to Customer Success and Support Adop-	Customer			
	tion survey review and action plan	Success Plan			
Post Launch	Introduction to Knowledge Hub and ticketing system				
	Beqin Customer Success check-ins				
Stage Boundary	Implementation close out and handover				

Out of scope

The following functionality is out of scope for delivery as part of this Statement of Work:

- API and Third-Party Integrations not specifically mentioned above. Further Integrations can be supported, but will need to be charged if additional resource is required to support them
- Data Services (Data Cleansing, Enrichment, etc.): Manipulating or improving of existing data. Customer is responsible for providing data to be migrated in the agreed format
 For further information, please see
- Additional Products: Implementation of any additional or third-party software products not expressly Included in Scope.
- Additional training sessions can be agreed through a change order if users missed scheduled training sessions.

Scope Change Control

Any changes to this Statement of Work can be made through the Change Order process, signed by both parties. A Change Order may be required if there are any changes to the activities, scope or estimated timelines outlined in this SoW.

In the event a Change Order is deemed appropriate, will submit the Change Order to the Customer Project Lead for review and decision. The Change Order will describe the nature of the change, reason for the change, the effect the change will have on the project, and any additional fees for such changes.

Notwithstanding the above, and and the Customer can make resource level changes to accommodate project needs **if** there is no impact to the schedule or budget. Should replacement of Customer personnel require personnel to transfer knowledge to replacement personnel, Customer agrees to pay for the additional effort.



Attachment 2: Charges and Invoicing

Part A

Milestone Payments and Delay Payments

Payment Terms: Payments annually in advance.

#	Milestone Description	Milestone Payment amount (£GBP)	Milestone Date	Delay Payments (where Milestone) (£GBP per day)
M1				
M2				
МЗ				
M4				
M5				



#	Milestone Description	Milestone Payment amount (£GBP)	Milestone Date	Delay Payments (where Milestone) (£GBP per day)
M6				
M7				



Part B

Service Charges

Charge Number	Service Charges
Licence Charges	
Additional Services	
Support	



Part C

Supplier Personnel Rate Card for Calculation of Time and Materials Charges

Staff Grade	Day Rate (£)

Travel Expenses



Part D

Risk Register

Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (£)	Impact (description)	Mitigation (description)	Cost of mitigation	Post- mitigation impact (£)	Owner



Part E

Early Termination Fee(s)

[Insert calculation for any early termination fee(s) – see Call-Off Terms Clause 36.2.1.] Any amount outstanding for either the initial fixed period (3 years) or extension periods (1 year).



Outline Implementation Plan

Please refer to the document 04.TIS0667 RM6100 Intelligence Database Call-Off Attachment 1 V1.0, pages 79 to 84 (inclusive).



Service Levels and Service Credits

Please refer to the document 04.TIS0667 RM6100 Intelligence Database Call-Off Attachment 1 V1.0, pages 34 to 52 (inclusive).



There are no Service Credits.

A description of the support service and SLA can be found here:



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

Key Supplier Personnel	Key Role(s)	Duration
	30	

Part B

Sub-Contractor

Sub-Contractor name	
Registered office is at	



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



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





Financial Distress

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

The Buyer has undertaken credit checks and is satisfied with the current credit scores however it reserves the right to undertake periodic checks on the Supplier.

Should the Supplier experience Financial Distress, it shall notify the Buyer.

Should the Supplier fail to notify the Buyer of a period of financial distress and the Buyer becomes aware of such an event, it shall have the right to Terminate the Call-Off Contract as set out in the Core Terms 35.1.3 (Termination in Relation to Financial Standing).



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:

Operation	nal Board
Buyer Members for the Operational Board	
Supplier Members for the Operational Board	
Frequency of the Operational Board	Quarterly
Location of the Operational Board	Remotely



Governance

Part B

Long Form Governance

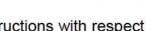
Not Used.



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	The Authority is Controller, and the Supplier is
for each Category of	Processor
Personal Data	
	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:
	 Clue case content personal data, which is information about identifiable living individuals gathered under Part 3 of the DPA (Data Protection Act) 2018 and the processing of personal data for law enforcement purposes.
	The Parties are Independent Controllers of Personal Data
	The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:
	Business contact details of Supplier Personnel, Business contact details of any directors, officers, employees, agents, consultants, and contractors of the Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under this Contract.



Duration of the processing	Personal data will be kept for no longer than is necessary for the purpose for which it is processed and
,	in line with our retention policy which follows MOPI 6/3/1 principles.
Nature and purposes of the processing	Provisions of an intelligence data base to enable the Insolvency Service to meet its statutory obligations and duties in complying with various legislation including but not limited to
Type of Personal Data	Various but not limited to • • • • • • • • • • • • •
Categories of Data Subject	Various but not limited to Insolvency Service Staff



Plan for return and	For the duration of the relevant dates set out within the PO.
destruction of the	
data once the	
processing is	
complete	
UNLESS requirement	
under union or	
member state law to	
preserve that type of	
data	



Transparency Reports

Not Used.