

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 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 <u>http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234</u>. 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:

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



• Framework Schedule 18 (Tender).

Section A General information

| Contract Details | | | | | | |
|--|---|--|--|--|--|--|
| Contract Reference: | [REDACTED] | | | | | |
| Contract Title: | Libra Green on Black Replacement. | | | | | |
| Contract Description: | This Contract is between the Authority and the Supplier for the phased delivery of a replacement for Libra GoB. | | | | | |
| Contract Anticipated Potential Value: this should set out the total potential value of the Contract | £19,554,468.93 | | | | | |
| Estimated Year 1 Charges: [REDACTED] | | | | | | |
| Commencement Date: this should be the date of the last signature on Section E of this Order Form | 21st July 2023 | | | | | |
| Buyer details | | | | | | |
| Buyer organisation name Secretary of State for Justice | | | | | | |
| Billing address Your organisation's billing address - please ensure you include a postcode Ministry of Justice, 102 Petty France, London SW1H 9AJ | | | | | | |
| 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 CGI IT UK Limited

Supplier address

Supplier's registered address 14th Floor, 20 Fenchurch Street, London, EC3M 3BY

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.

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

N/A

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

| Fr | Framework Lot under which this Order is being placed | | | | | |
|----|--|--|--|--|--|--|
| 1. | TECHNOLOGY STRATEGY & SERVICES DESIGN | | | | | |
| 2. | TRANSITION & TRANSFORMATION | | | | | |
| 3. | OPERATIONAL SERVICES | | | | | |
| | a: End User Services | | | | | |
| | 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 | | | | | |
| Initial Term Months 36 | Extension Period (Optional) Months 12+12 | | | | |
| As described in the Service Specification the project is to be delivered in the following phases. | | | | | |
| · · · · · · · · · · · · · · · · · · · | e period during which the Supplier develops a thorough uirements and its proposed delivery model for the | | | | |

understanding of the Buyer's requirements and its proposed delivery model for the replacement Libra GoB solution;

(2) The Delivery Phase – the Implementation Plan will be defined as an output from the Discovery Phase and will incorporate:

- Design whereby the Supplier designs the replacement Libra GoB solution building on the outputs of the Discovery Phase and in accordance with the agreed Implementation Plan;
- Development whereby the Supplier builds and develops the replacement Libra GoB solution;
- Testing whereby the Supplier tests the developed replacement solution;



- User Readiness whereby the Supplier undertakes and completes the necessary steps to prepare the solution for live service.
- Implementation whereby the Supplier implements the approved replacement solution across HMCTS' infrastructure.

(3) Service Support Phase - this is the phase during which the Supplier provides the AMS services described in the Service Specification.

During the Discovery Phase the Parties will agree exit criteria to determine when Phase 2 is to be considered complete ("**Exit Criteria**") and this will be detailed in the Detailed Milestone Plan.

Prior to Phase 2, the Milestone Delivery Plan will be agreed between the Buyer and the Supplier which will contain the acceptance criteria and associated pricing and the Exit Criteria agreed during the Discovery Phase. The Exit Criteria for the Discovery Phase will be the approved scope of delivery (including the functional and non-functional requirements), the approved Implementation Plan, the first iteration of the proposed service and support strategy and the agreed Detailed Delivery Plan for the next phase.

Minimum Notice Period for exercise of Termination Without Cause 30 (Calendar days)

Sites for the provision of the Services

The Supplier shall provide the Services from the following Sites:

Buyer Premises:

The Supplier may be required to attend governance meetings with the Authority at designated Buyer Premises, however it is not anticipated that Services would be delivered from Buyer Premises.

On-site testing of the future solution may be required. **Supplier Premises:** N/A

Third Party Premises: N/A

Buyer Assets Buyer IT equipment including laptops

Additional Standards

The following Additional Standards shall apply to this Contract:

 when designing, implementing and delivering the Services the applicable elements of HM Government's Technology Code of Practice as documented at <u>https://www.gov.uk/service-manual/technology/code-of-practice.html</u>



- The Supplier shall comply to the extent within its control with UK Government's Open Standards Principles as documented at <u>https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles</u>, as they relate to the specification of Standards for software interoperability, data and document formats in the ICT Environment.
- The Supplier shall ensure that all documentation published on behalf of the Buyer pursuant to this Contract is provided in a non-proprietary format (such as PDF or Open Document Format (ISO 26300 or equivalent)) as well as any native file format documentation in accordance with the obligation above to comply with the UK Government's Open Standards Principles, unless the Buyer otherwise agrees in writing.
- The Supplier shall comply with (or with equivalents to):
 - the World Wide Web Consortium (W3C) Web Accessibility Initiative (WAI)
 Web Content Accessibility Guidelines (WCAG) 2.1 Conformance Level AA; and
 - (b) ISO/IEC 13066-1: 2011 Information Technology Interoperability with assistive technology (AT) Part 1: Requirements and recommendations for interoperability.
- the Supplier shall reference relevant industry and HM Government Standards and best practice guidelines in the management of the Services, including the following and/or their equivalents:
- 1. ITIL v3, as a minimum;
- 2. <u>ISO/IEC 27001 Standard Information Security Management Systems</u>)
- 3. ISO/IEC 20000-1 2018 "Information technology Service management Part 1";
- 4. ISO/IEC 20000-2 2019 "Information technology Service management Part 2";
- 5. ISO 10007: 2017 "Quality management systems Guidelines for configuration management"; and
- 6. ISO 22313:2020 "Security and resilience. Business continuity management systems. Guidance on the use of ISO 22301" and, ISO/IEC 27031:2011 and ISO 22301:2019.
- MoJ Justice Digital Strategy as documented at: https://www.gov.uk/government/publications/ministry-of-justice-digital-strategy-2025
- MoJ Cyber and Technical Security Guidance as documented at: <u>https://security-guidance.service.justice.gov.uk</u>
- NCSC Guidance as documented at: <u>https://www.ncsc.gov.uk/section/advice-guidance/all-topics</u>
- NCSC Cyber Assessment Framework as documented at: <u>https://www.ncsc.gov.uk/collection/caf/cyber-assessment-framework</u>
- HMG Security Policy Framework as documented at: <u>https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework</u>
- MoJ Acceptable Use Policy as documented at: <u>https://security-guidance.service.justice.gov.uk/acceptable-use-policy/#acceptable-use-policy</u>
- Government Functional Standard GovS 007 as documented at: <u>https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment</u> <u>data/file/1016424/GovS 007- Security.pdf</u>
- NCSC PKI Principles as documented at: <u>https://www.ncsc.gov.uk/collection/in-house-public-key-infrastructure/pki-principles</u>



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.

Annex B.5 Buyers Security Policy

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.

<u>Ministry of Justice Digital Strategy 2025</u> - GOV.UK (www.gov.uk)

Insurance

Third Party Public Liability Insurance (\pounds) - Not less than one million pounds $(\pounds1,000,000)$ in respect of any one occurrence, the number of occurrences being unlimited, but one million pounds $(\pounds1,000,000)$ any one occurrence and in the aggregate per annum in respect of products and pollution liability.

Professional Indemnity Insurance (\pounds) - Not less than one million pounds $(\pounds1,000,000)$ in respect of any one claim and in the aggregate per annum.

Buyer Responsibilities

[REDACTED]

The Parties agree that additional Buyer Responsibilities will be documented as appropriate for each of the phases, and that a dependencies log will be agreed as part of the Discovery Phase.

Goods

Guidance Note: list any Goods and their prices.

N/A

Governance – Option Part A or Part B

| Governance Schedule | Tick as applicable |
|---|--------------------|
| Part A – Short Form Governance Schedule | |
| Part B – Long Form Governance Schedule | \checkmark |

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 | |
| Part B – Long Form Change Control Schedule | |

The Part selected above shall apply this Contract. Where Part B is selected, the following information shall be incorporated into Part B of Schedule 5 (Change Control Procedure).

- [REDACTED]

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 | |
| S2: Testing Procedures | |
| S3: Security Requirements (either Part A or Part B) | Part A □ or Part B ☑ |
| S4: Staff Transfer | |
| S5: Benchmarking | V |
| S6: Business Continuity and Disaster Recovery | |
| S7: Continuous Improvement | |
| S8: Guarantee | |
| S9: MOD Terms | |

Part B – Additional Clauses

| Additional Clauses | Tick as applicable |
|-----------------------------|--------------------|
| C1: Relevant Convictions | \checkmark |
| C2: Security Measures | |
| C3: Collaboration Agreement | \checkmark |

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/Clauses Selected in Part A

Additional Schedule S3 (Security Requirements)

Attachment 1 – Services Specification

Additional Schedule S4 (Staff Transfer)

Part C applies

Additional Clause C1 (Relevant Convictions)

N/A - May be required in future phases and will be managed via change control procedure once parties have been identified

Additional Clause C3 (Collaboration Agreement)

SCHEDULE 11 - COLLABORATION AGREEMENT

N/A - May be required in future phases and will be managed via change control procedure once parties have been identified.

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.





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

- RM6100 Libra Green on Black Replacement Further Competition
- Annex A Illustrative System Functionalities
- Annex B Supplier Briefing
- Annex B.1 Authority Control Catalogue
- Annex B.2 Security Requirements Matrix
- Annex B.3 Acceptance in Services
- Annex B.4 Libra GoB Fields vs Screen Matrix
- Annex B.5 Buyers Security Policy
- Annex B.6 ITIL Requirements
- Annex B.7 HMCTS Supplier Requirements
- Clarification Responses v3



Attachment 2 – Charges and Invoicing

Part A – Payments for the Discovery Phase



Payments for the Delivery Phase

[REDACTED]

Service Charges for the Discovery and Delivery Phases

[REDACTED]

Part B – Service Charges for the Service Support Phase

[REDACTED]

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



Part D – Assumptions & Risk Register



Part E – Early Termination Fee(s)



Attachment 3 – Outline Implementation Plan



Attachment 4 – Service Levels and Service Credits

Note: Service Levels and Service Credits shall not apply until the commencement of the Service Support Phase

The following definitions shall apply to this Attachment:

"Core Hours" are 08:00 to 20:00 Monday to Friday and 8:00 to 14:00 on Saturday;

"Incident" means an unplanned incident or interruption to the Services, reduction in the quality of the Services or an event which could affect the Services in the future;

"Target Resolution Time" means the measurement of time from when an Incident is raised upon the service desk to when the Supplier Personnel has resolved the relevant ticket in the service desk; and

"Target Response Time" means the measurement of time from when the Incident is raised to the service desk to when the Supplier Personnel acknowledge the ticket in the service desk with an initial acceptance

The Target Resolution Time shall pause for the period during which the Supplier is awaiting a Buyer response, awaiting a fix in the product backlog or the relevant Incident is with a non-Supplier third party (excluding Supplier sub-contractors) for resolution. The Service Levels, as outlined below are the service levels applicable to the legacy Libra GoB solution as at the Commencement Date and will as a minimum apply to the replacement system. During the Discovery Phase, these Service Levels may need to be re-baselined upwards to reflect the replacement system.

Service Levels and Service Credits

[REDACTED]

Service Credit Cap



Critical Service Level Failure [REDACTED]

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

Not Applicable during Discovery Phase. Will be reviewed during Discovery Phase.

Part B – Key Sub-Contractors

Not Applicable during Discovery Phase. Will be reviewed during Discovery Phase.



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 |
|----------|--|---------|-----------------------|--------------|---------------------|----------------------------|-----------------|
| N/A | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |



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 |
|----------------------|----------|---------|--------------------|--------------|------------------|-------------------------|-----------------|
| N/A | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

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]

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PART B – RATING AGENCIES

| | Dun and Bradstreet |
|---|---|
| 0 | Credit Rating Level 1 = Financial strength indicator of 5A |
| 0 | Credit Rating Level 2 = Financial strength indicator of 4A |
| 0 | Credit Rating Level 3 = Financial strength indicator of 3A |
| 0 | Credit Rating Level 4 = Financial Strength indicator or 2A |
| 0 | Credit Rating Level 5 = Financial strength indicator of 1A. |
| | Attachment 8 – Governance |

PART B – LONG FORM GOVERNANCE

For the purpose of Part B of Schedule 7 (Long Form Governance) of the Call-Off Terms, the following boards shall apply:

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.

1.1.1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED]

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]

- 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.

Attachment 10 – Transparency Reports [REDACTED]

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