

**Call-Off Contract for Civil Registration Product Family (CRPF)
under Lot3d of the Technology Services 3 Framework Agreement (RM6100)**

ORDER FORM

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 16th 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:

<https://www.crowncommercial.gov.uk/agreements/rm6100>.

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 – Outline 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;
12. Attachment 11 – IR35 Assessments and IR35 Determinations;
13. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses; and
14. Annex 2 – SOW Process.

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

1. the Framework, except Framework Schedule 18 (Tender);
2. the Order Form;
3. the Call Off Terms; and
4. Framework Schedule 18 (Tender).

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Section A
General information

Contract Details	
Contract Reference:	C23300
Contract Title:	HMPO Civil Registration Product Family (CRPF)
Contract Description:	Contract for the provision of Services to support the Buyer's Civil Registration Product Family (CRPF).
Contract Anticipated Potential Value:	£0 to £75,000,000
Estimated Year 1 Charges:	£0 to £10,130,000
Commencement Date:	1 st September 2023

Buyer details

Buyer organisation name

The Secretary of State for the Home Department as part of the Crown acting via His Majesty's Passport Office (HMPO or Home Office)

Billing address

Your organisation's billing address - please ensure you include a postcode
Home Office Shared Service Centre, HO Box 5015, Newport Gwent, NP20 9BB

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 Buyer project reference number.
C23300

Supplier details

Supplier name

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

Supplier address

Supplier's registered address

[REDACTED]

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Supplier Representative name

The name of the Supplier point of contact for this Order

██████████

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.

██

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.

125759

Guarantor details

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.

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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 type="checkbox"/> |
| 3. OPERATIONAL SERVICES | |
| a: End User Services | <input type="checkbox"/> |
| b: Operational Management | <input type="checkbox"/> |
| c: Technical Management | <input type="checkbox"/> |
| d: Application and Data Management | <input checked="" type="checkbox"/> |
| 4. SERVICE INTEGRATION AND MANAGEMENT | <input type="checkbox"/> |

Part B – The Services Requirement

Commencement Date

See above in Section A

Contract Period

Initial Term Months

36 months

Extension Period (Optional) Months

12 months + 12 months

Minimum Notice Period for exercise of Termination Without Cause 90 calendar days

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

Sites for the provision of the Services

The Supplier shall provide the Services from the following Sites:

Buyer Premises:

As specified in the CRPF Services Specification.

Supplier Premises:

Kainos offices within the UK as explicitly set out in the relevant SOW or as otherwise agreed in writing by the Buyer's Digital Services Manager.

Third Party Premises:

Not Applicable

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Buyer Assets



Additional Standards

The quality standards required for this Call-Off Contract are:

1. The Supplier shall follow and have data management security and user access solutions as per UK Government (CESG) guidance for Cloud Services. See www.gov.uk/government/publications/cloud-service-security-principles/cloud-service-security-principles
2. The Supplier will design any solution in accordance with the Government Service Design Manual <https://www.gov.uk/service-manual> and the Digital by Default Standard www.gov.uk/service-manual/service-standard
3. All Government data (including backups) must be retained and processed in the UK or Europe – and managed within UK or Europe data centres.
4. All Supplier Personnel with access to the Government data, and data processing and storage facilities, will have successfully completed a background check to Home Office SC standard.

Buyer Security Policy

HMPO Security Policy v1.1



HMPO Security
Policy v1.1 (Feb 2023)

Buyer ICT Policy

Not Applicable

Insurance

The levels of insurance cover specified in the Framework Agreement shall apply, save as provided for the higher level of cover stated below:

5. Professional Indemnity Insurance (£) – £5,000,000.

Buyer Responsibilities

1. Buyer to support provision of appropriate security clearance for Supplier Personnel.
2. Buyer will facilitate access to relevant Buyer locations, stakeholders, technical team, documentation and systems as required to support delivery of the Services.
3. Buyer to review and provide feedback on the Supplier's Transition Plan within 3 Working Days of receipt.

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Other Buyer Responsibilities will be agreed in each Statement of Work.

Goods

Not applicable.

Governance – Option Part A or Part B

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	<input checked="" type="checkbox"/>
Part B – Long Form Governance Schedule	<input type="checkbox"/>

Part A (Short Form Governance Schedule) shall apply to this Contract from the Commencement Date. However, the Buyer reserves the right to change the governance arrangements to Part B (Long Form Governance Schedule) by giving the Supplier at least 60 calendar days prior written notice.

Change Control Procedure – Option Part A or Part B

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"/>

The Part selected above shall apply to this Contract.

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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

Additional Schedules	Tick as applicable
S1: Implementation Plan	<input checked="" type="checkbox"/>
S2: Testing Procedures (see Note 1 below)	<input checked="" 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 checked="" type="checkbox"/>
S5: Benchmarking	<input checked="" type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input checked="" type="checkbox"/>
S7: Continuous Improvement	<input checked="" type="checkbox"/>
S8: Guarantee	<input type="checkbox"/>
S9: MOD Terms	<input type="checkbox"/>

Part B – Additional Clauses

Additional Clauses	Tick as applicable
C1: Relevant Convictions	<input type="checkbox"/>
C2: Security Measures	<input checked="" 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

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.

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Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A

Additional Schedule S3 (Security Requirements)

The Supplier's Security Management Plan (SMP) will be added to the Implementation Plan deliverables for SOW001 (Transition of DRS). See Attachment 3 - Outline Implementation Plan.

The Supplier shall provide to the Buyer for approval a fully complete and up to date Security Management Plan (in accordance with Paragraph 4 of Part A of Schedule S3) within twenty (20) Working Days after the start date of SOW001.

Additional Schedule S4 (Staff Transfer)

No additional information required.

Additional Clause C1 (Relevant Convictions)

Not applicable.

Additional Clause C3 (Collaboration Agreement)

Not applicable.

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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.*



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Section E

Contract Award

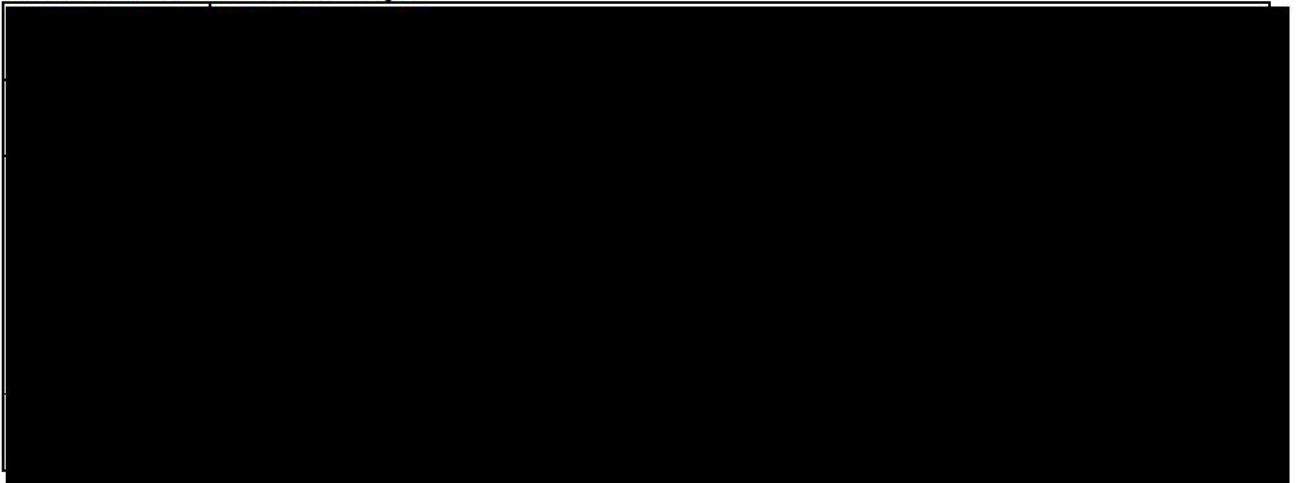
This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

SIGNATURES

For and on behalf of the Supplier



For and on behalf of the Buyer



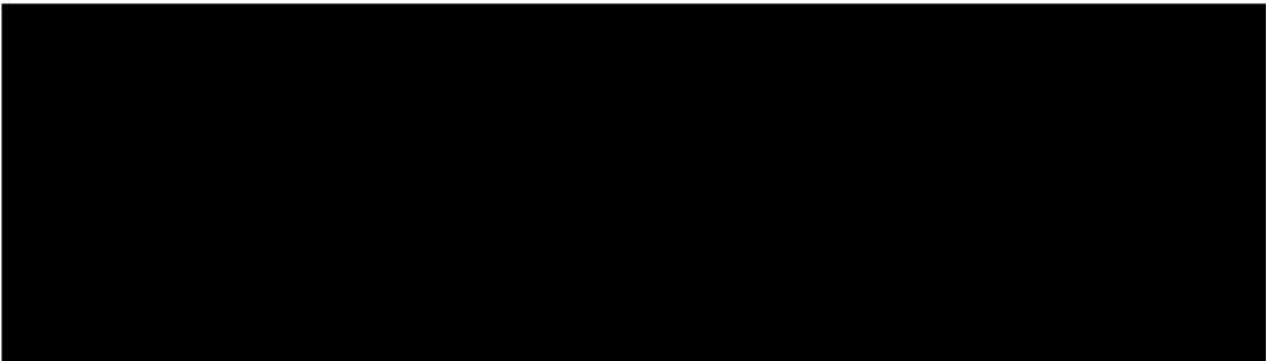
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Attachment 1 – Services Specification

CRPF Services Specification v1 embedded below:



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Attachment 2 – Charges and Invoicing

1. INTRODUCTION

- 1.1. This Attachment 2 sets out the Charges and associated payment terms/profiles in respect of the Services to be provided by the Supplier under this Contract, such Charges being payable in accordance with Schedule 2 (Charges and Invoicing) of the Call Off Terms.

2. PERMITTED CHARGES

- 2.1. The Supplier agrees that the only Charges that are payable by the Buyer for the Services provided under this Contract, shall be the Charges for SOW Services (in accordance with Part A herein) and the Level 3 Support Service (in accordance with Part B herein). No other charges shall be payable by the Buyer under this Contract.
- 2.2. The Supplier agrees that all costs associated with delivering the Services (in accordance with the relevant sections of the CRPF Services Specification) and fully complying with all other contractual obligations on the Supplier pursuant to the Contract have been incorporated within the Charges for SOW Services and the Level 3 Support Service. This includes costs associated with the Supplier's functions which are not directly delivering Services including but not limited to:
- 2.2.1. Project management office (PMO) support;
 - 2.2.2. Contract governance and contract reporting;
 - 2.2.3. Commercial, contract management and finance/invoicing support;
 - 2.2.4. Account management and overall relationship management.

Part A – Milestone Payments and Delay Payments

1. MILESTONE PAYMENTS FOR SOW SERVICES

- 1.1. The Charges payable in respect of SOW Services shall be set out in the relevant SOW but such Charges shall be calculated as follows:
- 1.1.1. Where the relevant SOW Request states that Charges shall be on a time and materials pricing mechanism, then the provisions in Para 1.2 below shall apply.
 - 1.1.2. Where the relevant SOW Request states that Charges shall be on a capped time and materials pricing mechanism, then the provisions in Para 1.3 below shall apply.
 - 1.1.3. Where the relevant SOW Request states that Charges shall be on a fixed-price mechanism, then the provisions in Para 1.4 below shall apply.
- 1.2. Time and Materials pricing conditions
- 1.2.1. The day rates set out in Part C hereto shall be used to calculate the relevant Charges.
 - 1.2.2. Each SOW shall specify Milestone Payments that are linked to the Supplier's Achievement of a single or multiple delivery Milestones. The Milestone Payment values set out in the SOW shall be estimated Charges based on the Supplier's resource profile for delivering the relevant Milestones specified in the SOW.
 - 1.2.3. The Supplier shall not be entitled to include any uplift to the Charges for risks or contingencies.
 - 1.2.4. The actual Charges to be invoiced by the Supplier for a Milestone Payment shall reflect the total number of days expended by the Supplier in relation to the relevant delivery Milestone(s). The Supplier shall ensure that the total number of days to be invoiced pursuant to this paragraph shall exclude any days (or hours) that any Supplier Personnel

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in the SOW Delivery Teams have been working on activities that fall within the scope of the Level 3 Support Service (e.g. resolution of Incidents).

- 1.2.5. The Supplier shall keep records of hours properly worked by Supplier Personnel (in the form of timesheets) and any expenses (authorised by the Buyer) incurred and submit a summary of the relevant records with each invoice. If the Buyer requests copies of such records, the Supplier shall make them available to the Buyer within 5 Working Days of the Buyer's request.
- 1.2.6. Where Delay Payments apply to a SOW, Delay Payments shall be applied to the Charges detailed in Paragraph 1.2.4 above in accordance with Paragraph 1 of Part C of Schedule 2 (Charges and Invoicing).
- 1.2.7. Within five (5) Working Days of the Buyer issuing its Milestone Acceptance Certificate for the relevant Milestone (or in the case of a Milestone Payment which covers multiple delivery Milestones, the Milestone Acceptance Certificate for the last Milestone to be Achieved), the Supplier shall submit an invoice for the relevant Milestone Payment amount (in accordance with Paragraph 1.2.4 above) less any Delay Payments (where applicable).
- 1.3. Capped Time and Materials pricing conditions
 - 1.3.1. The day rates set out in Part C hereto shall be used to calculate the relevant Charges.
 - 1.3.2. Each SOW shall specify Milestone Payments that are linked to the Supplier's Achievement of a single or multiple delivery Milestones. The Milestone Payment values set out in the SOW shall be the Charges based on the Supplier's resource profile for delivering the Milestones specified in the SOW plus any uplift agreed by both parties during the SOW Process to reflect any risks or contingencies associated to the Supplier delivering such Milestones. The Milestone Payments calculated in accordance with this Para 1.3.2 shall be deemed to be the capped Charges.
 - 1.3.3. The actual Charges to be invoiced by the Supplier for a Milestone Payment shall reflect the total number of days expended by the Supplier in relation to the relevant delivery Milestone(s) subject to the maximum payable by the Buyer being the capped Charges for the relevant Milestone Payment in accordance with Para 1.3.2 above. The Supplier shall ensure that the total number of days to be invoiced pursuant to this paragraph shall exclude any days (or hours) that any Supplier Personnel in the SOW Delivery Teams have been working on activities that fall within the scope of the Level 3 Support Service (e.g. resolution of Incidents).
 - 1.3.4. Where the capped Charges for a relevant Milestone Payment (in accordance with Para 1.3.2 above) has been exceeded, the Supplier shall continue at its own cost and expense to provide the Services to complete delivery of the relevant Milestone(s).
 - 1.3.5. The Supplier shall keep records of hours properly worked by Supplier Personnel (in the form of timesheets) and any expenses (authorised by the Buyer) incurred and submit a summary of the relevant records with each invoice. If the Buyer requests copies of such records, the Supplier shall make them available to the Buyer within 5 Working Days of the Buyer's request.
 - 1.3.6. Where Delay Payments apply to a SOW, Delay Payments shall be applied to the Charges detailed in Para 1.3.3 above in accordance with Paragraph 1 of Part C of Schedule 2 (Charges and Invoicing).
 - 1.3.7. Within five (5) Working Days of the Buyer issuing its Milestone Acceptance Certificate for the relevant Milestone (or in the case of a Milestone Payment which covers multiple delivery Milestones, the Milestone Acceptance Certificate for the last Milestone to be Achieved), the Supplier shall submit an invoice for the relevant Milestone Payment amount (in accordance with Para 1.3.3 above) less any Delay Payments (where applicable).

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1.4. Fixed-price conditions

- 1.4.1. The day rates set out in Part C hereto shall be used to calculate the relevant Charges.
- 1.4.2. Each SOW shall specify Milestone Payments that are linked to the Supplier's Achievement of a single or multiple delivery Milestones. The Milestone Payment values set out in the SOW shall be a fixed Charge for delivering the Milestones specified in the SOW and such fixed Charges shall be deemed to include any uplifts to reflect any risks or contingencies associated to the Supplier delivering such Milestones.
- 1.4.3. If the Supplier fails to achieve a Milestone Date for the relevant Milestone, the Supplier shall continue at its own cost and expense to provide the Services to complete delivery of the relevant Milestone.
- 1.4.4. Where Delay Payments apply to a SOW, Delay Payments shall be applied to the Charges detailed in Para 1.3.3 above in accordance with Paragraph 1 of Part C of Schedule 2 (Charges and Invoicing).
- 1.4.5. Within five (5) Working Days of the Buyer issuing its Milestone Acceptance Certificate for the relevant Milestone (or in the case of a Milestone Payment which covers multiple delivery Milestones, the Milestone Acceptance Certificate for the last Milestone to be Achieved), the Supplier shall submit an invoice for the relevant Milestone Payment amount (in accordance with Para 1.3.3 above) less any Delay Payments (where applicable).

2. TRAVEL AND EXPENSE COSTS

- 2.1. The following conditions apply to the Charges billable by the Supplier:
 - 2.1.1. The day rates detailed in the SFIA rate card shall be inclusive of subsistence costs regardless of location or mode of working.
 - 2.1.2. The day rates detailed in the SFIA rate card shall be inclusive of all travel costs for work conducted:
 - (1) within the M25 motorway;
 - (2) at the base locations specified in the relevant SOW; and,
 - (3) at any Supplier or Sub-Contractor locations.
 - 2.1.3. For work outside the locations detailed in paragraph 2.1.2 above, travel expenses may be paid by the Buyer and shall:
 - (1) be reasonable;
 - (2) be subject to written approval by the Buyer's Digital Service Manager prior to the expenses being incurred; and,
 - (3) comply with the Home Office Travel and Expenses Policy. The Buyer shall provide a copy of the Home Office Travel and Expenses Policy to the Supplier upon request.

3. DELAY PAYMENTS

█ [REDACTED]

█ [REDACTED]

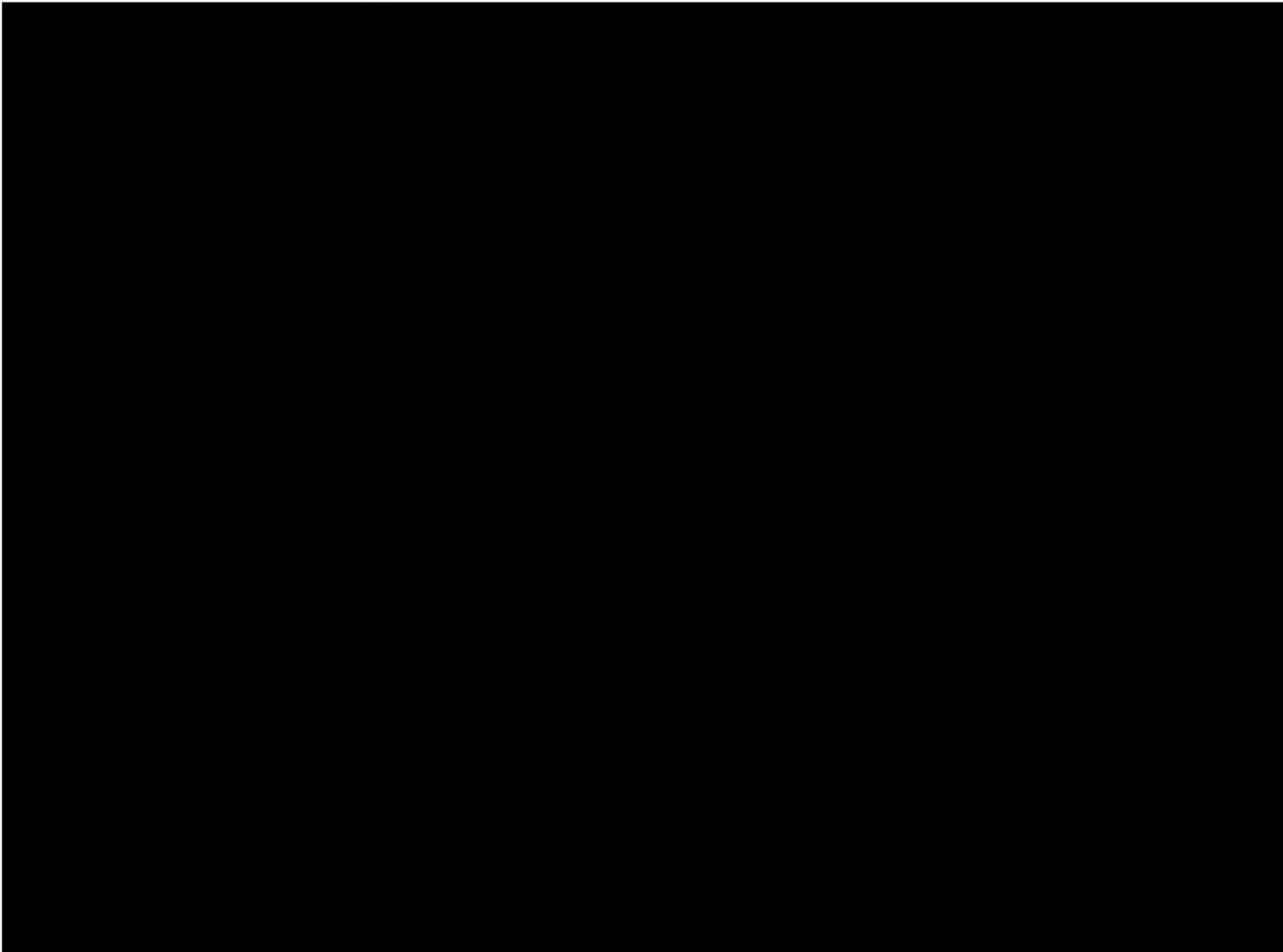
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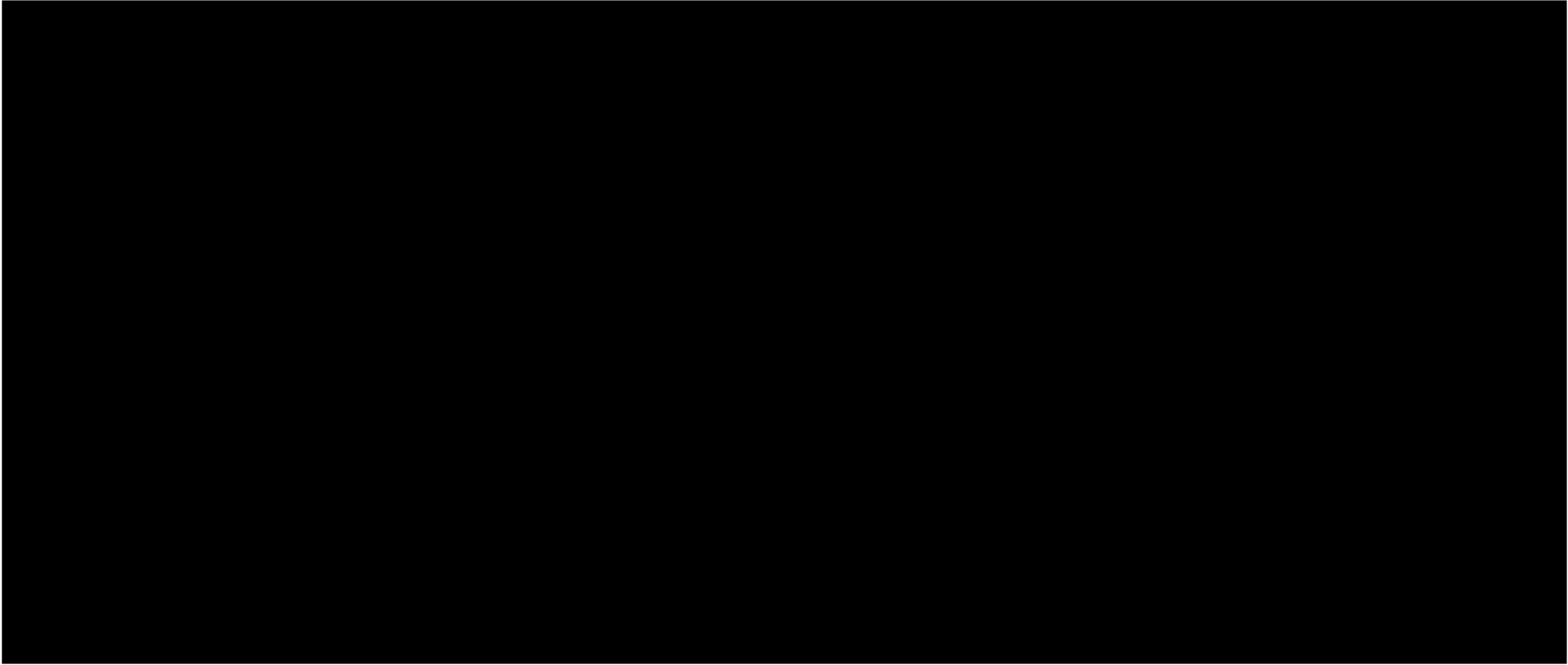
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Part B – Service Charges



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Part D – Risk Register

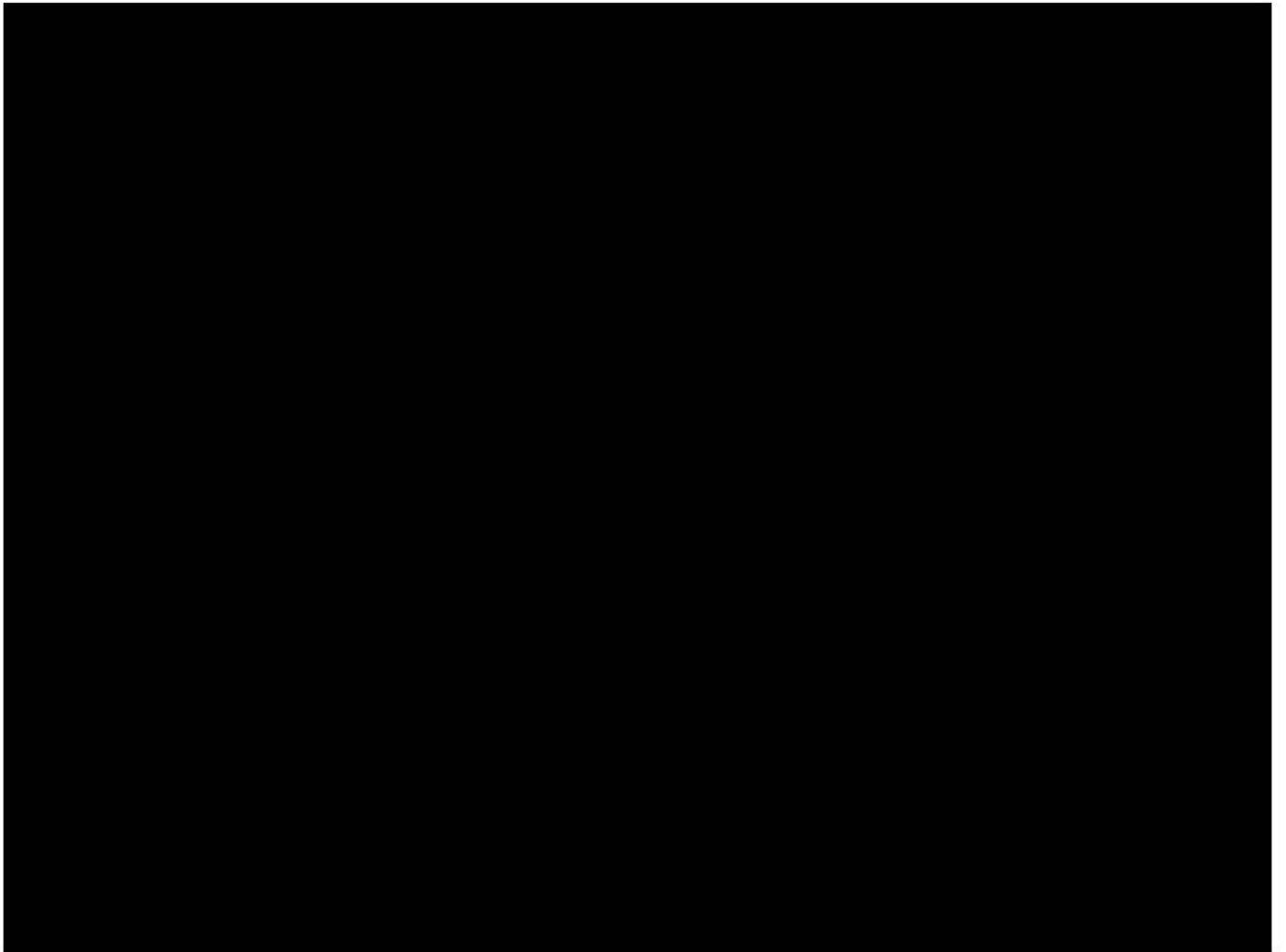
The Supplier shall maintain a Risk Register for each Statement of Work and key risk and issues from each SOW shall be included in the Supplier's monthly Risks and Issue Report (as detailed in Attachment 10).

[REDACTED]

[REDACTED]

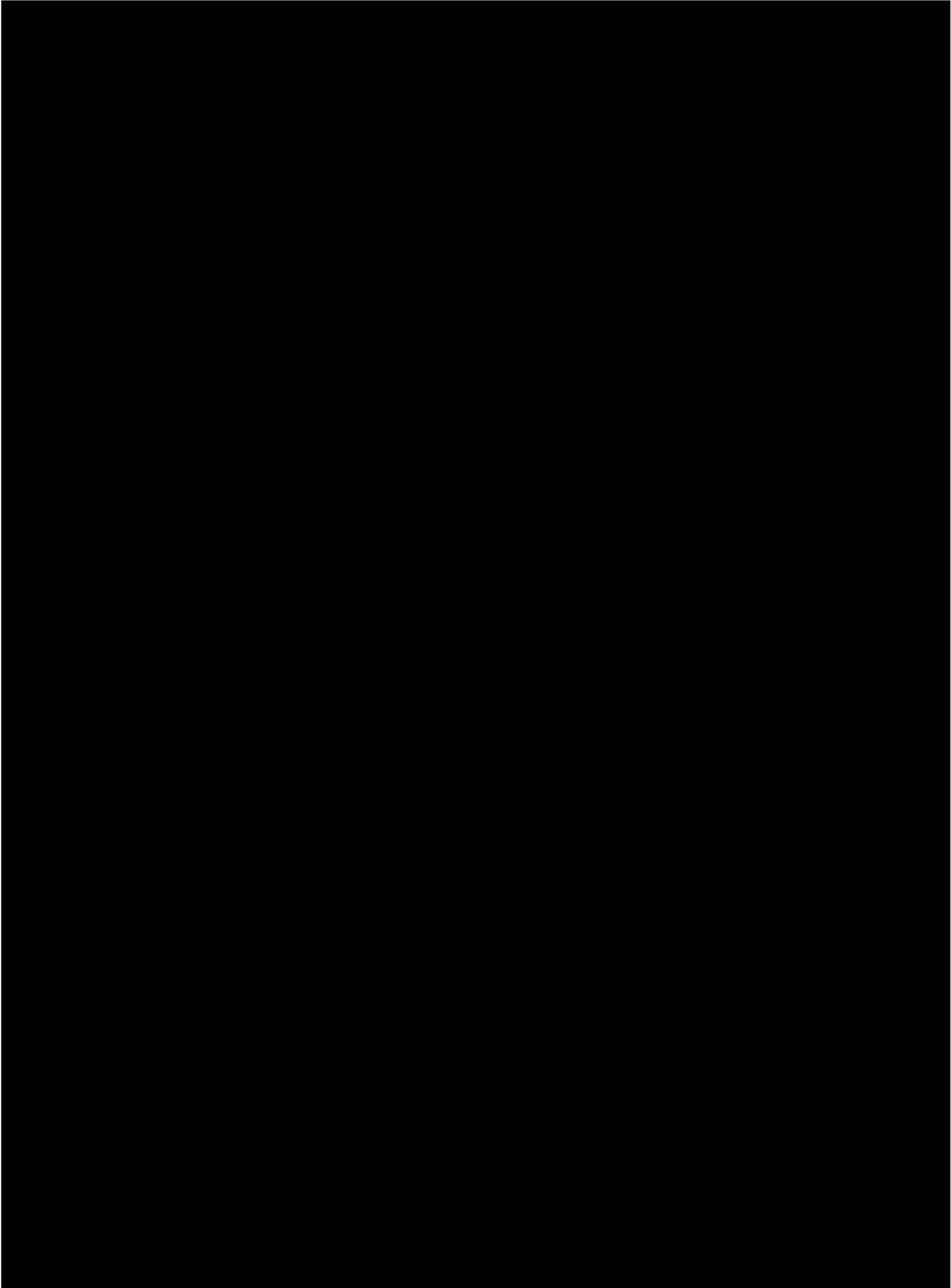
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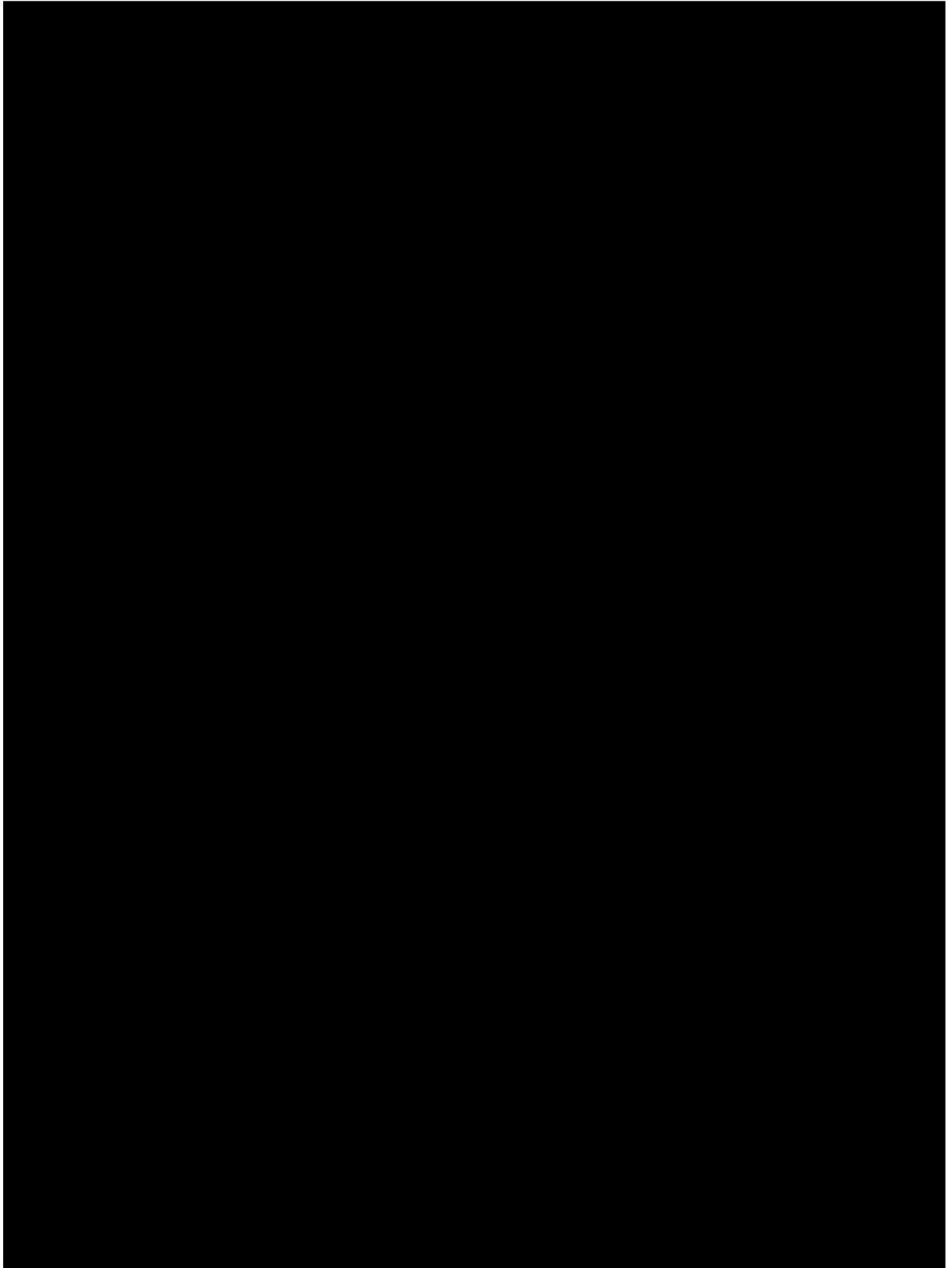


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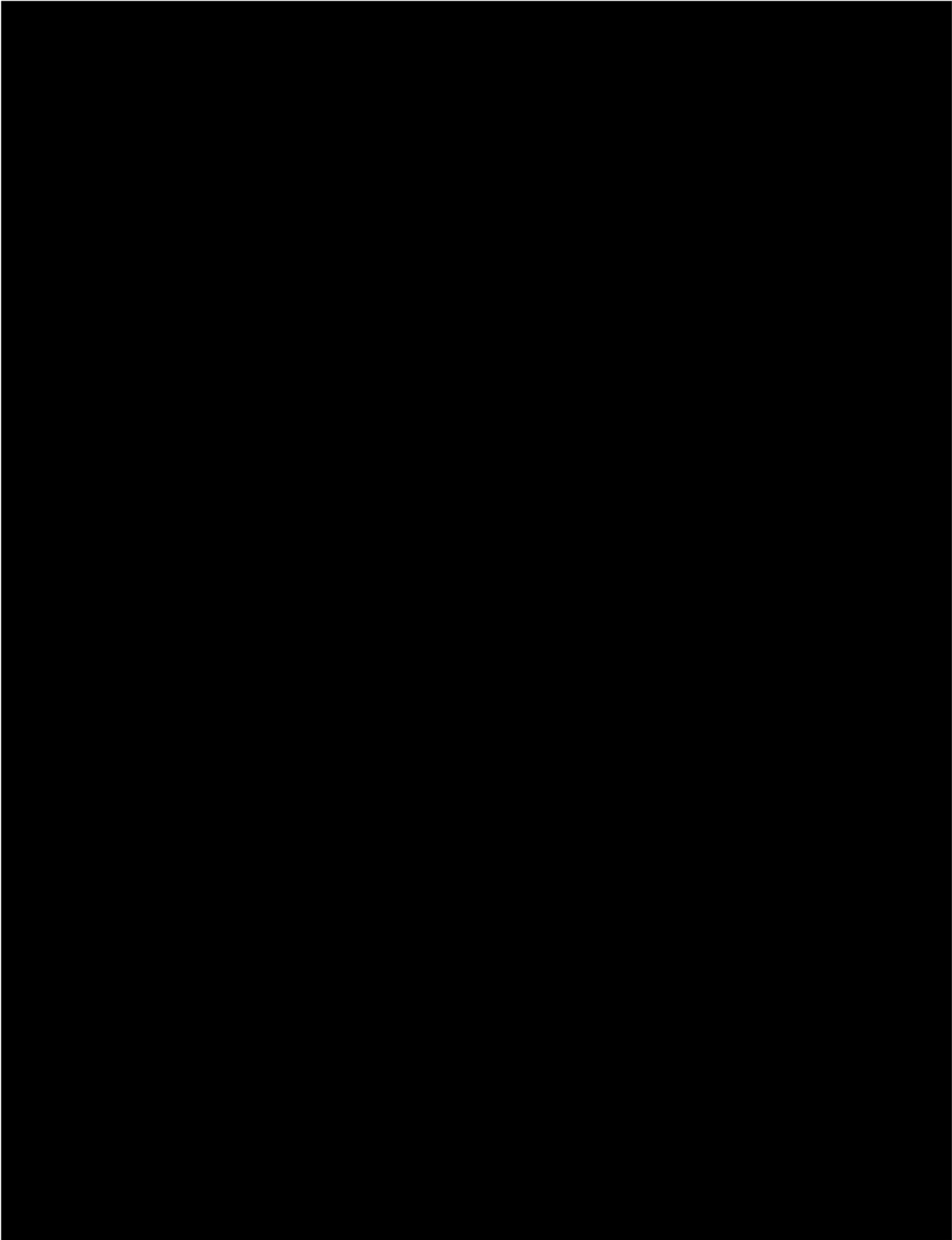
Attachment 4 – Service Levels and Service Credits



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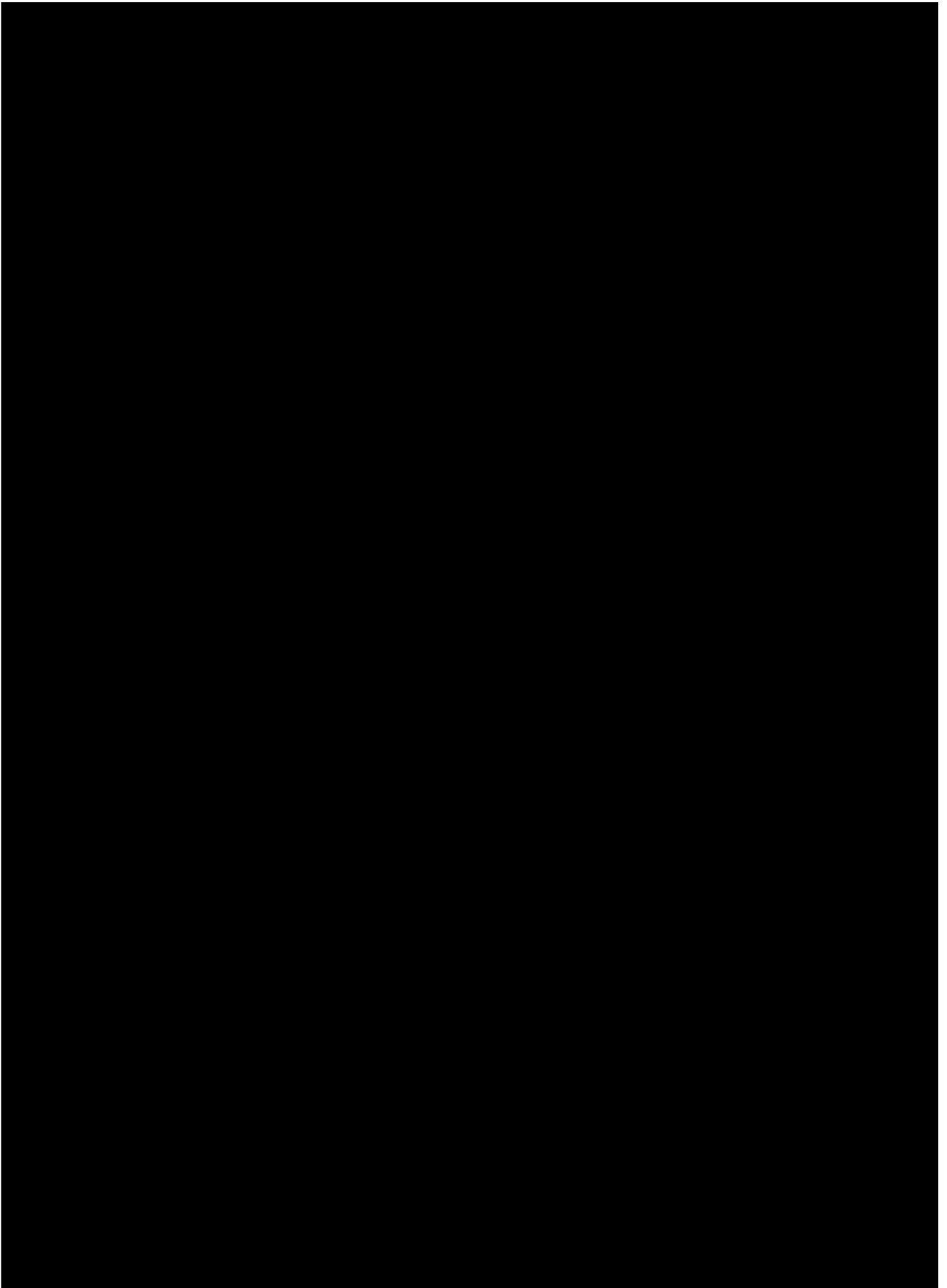


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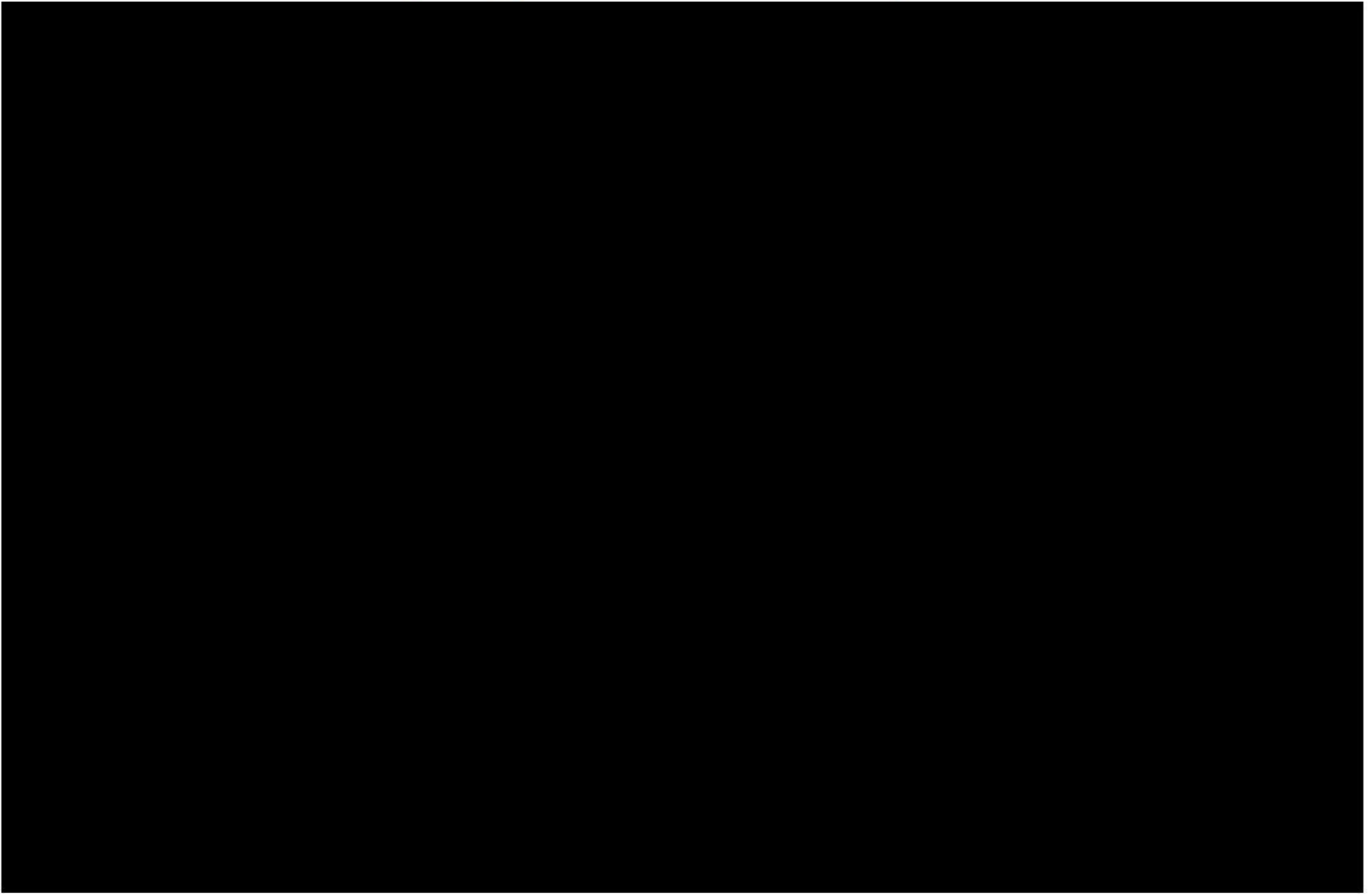
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Attachment 5 – Key Supplier Personnel and Key Sub-Contractors



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Attachment 6 – Software

The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*). 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
	<i>Not applicable</i>						

Part B – Third Party Software

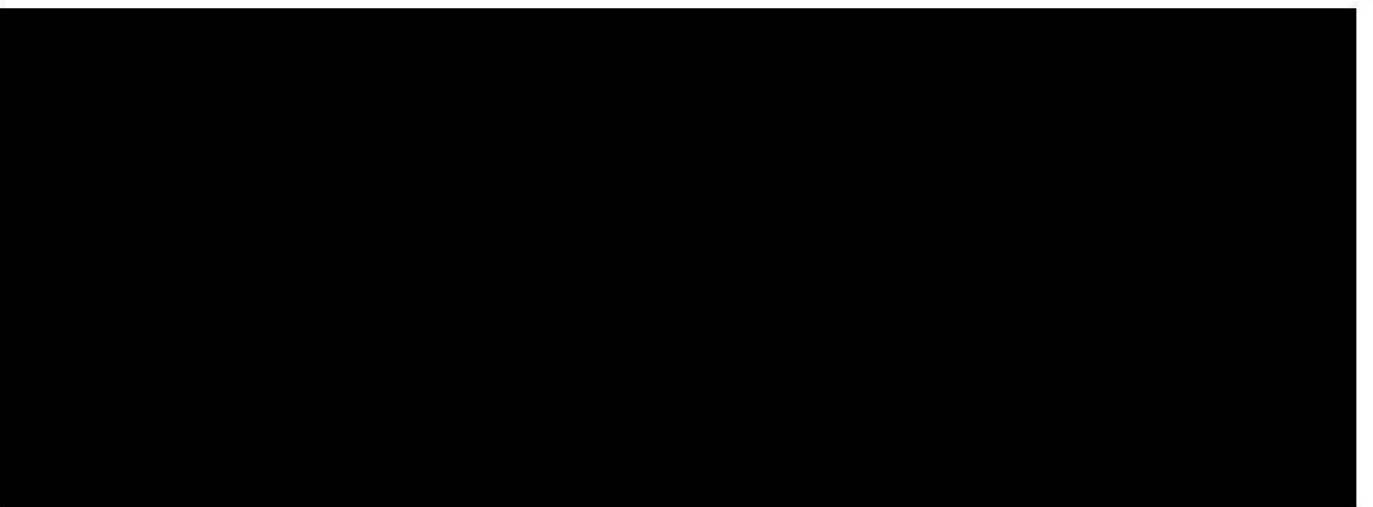
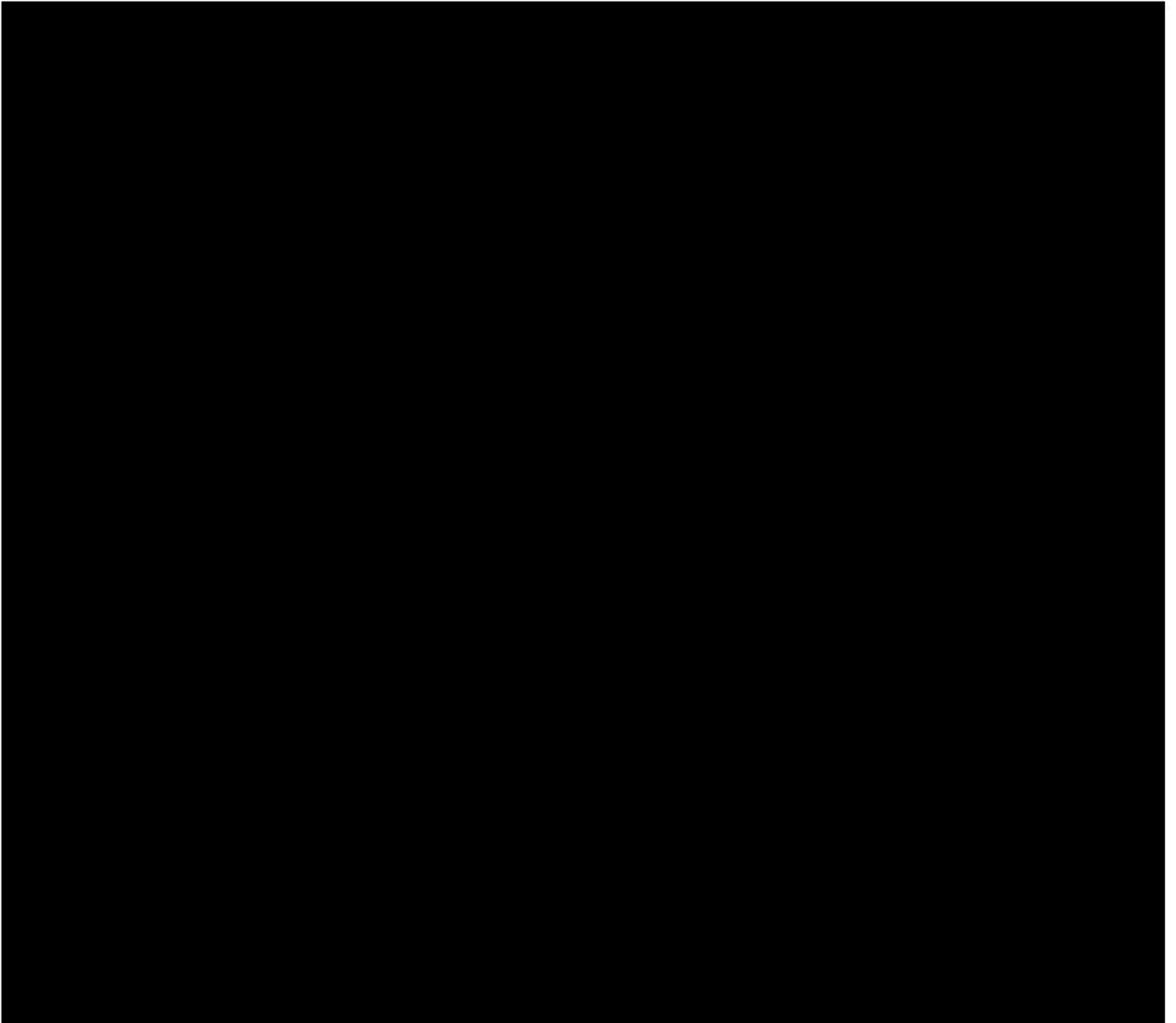
The Third Party Software shall include the following items:

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry
<i>Not applicable</i>							

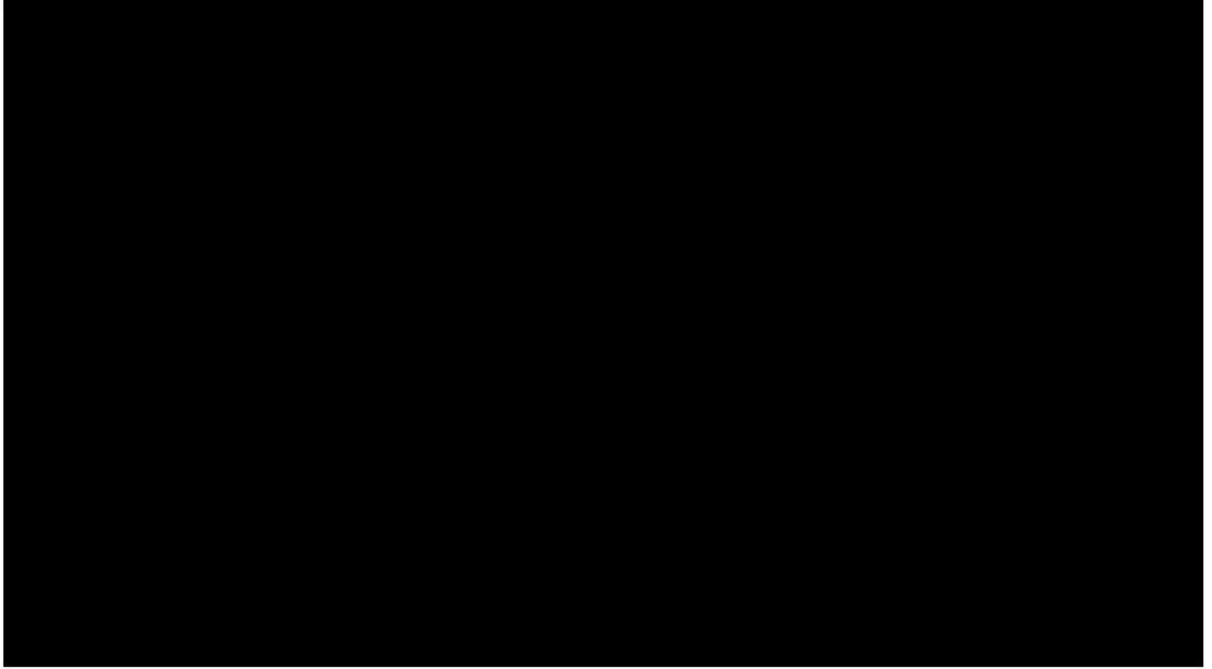
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Attachment 7 – Financial Distress

For the purpose of Schedule 8 (Financial Distress) of the Call-Off Terms, the following shall apply:

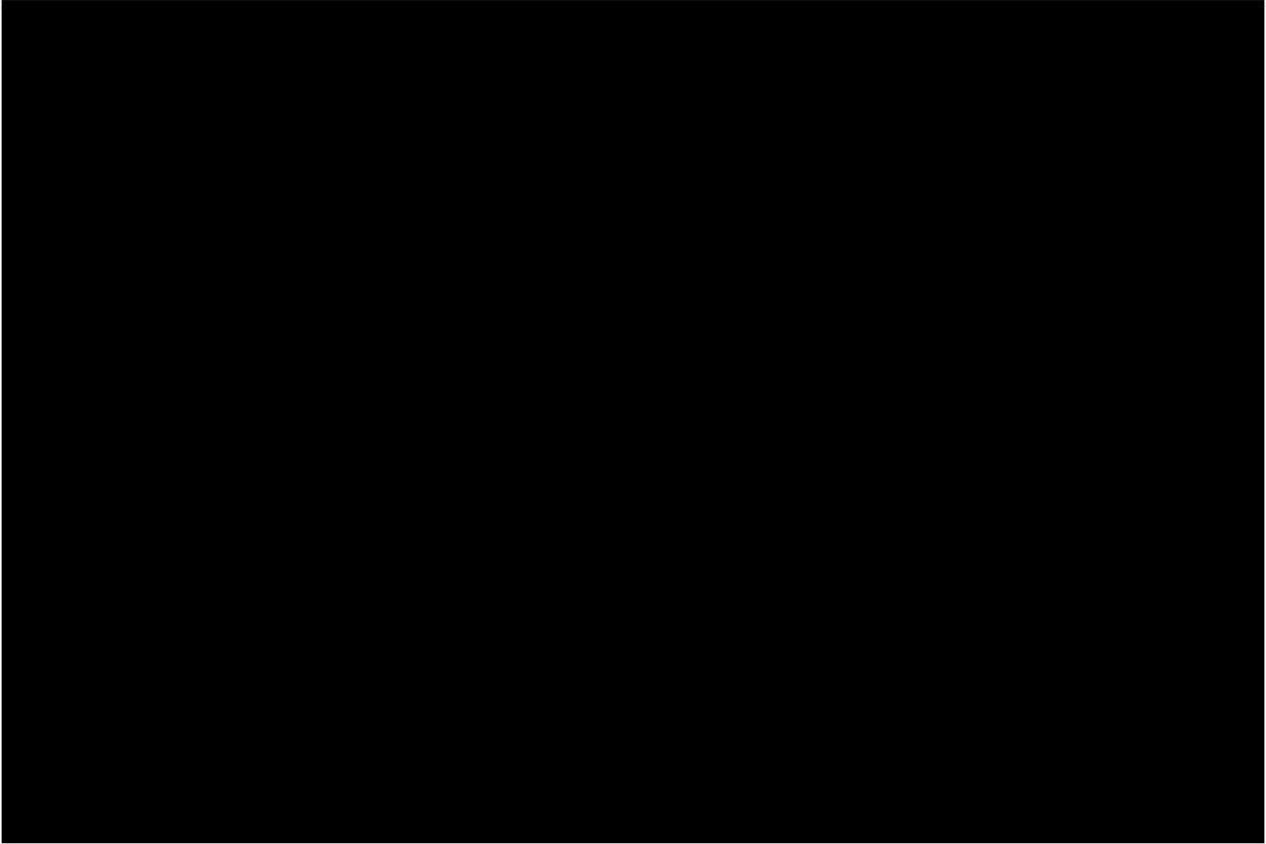


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Attachment 8 – Governance

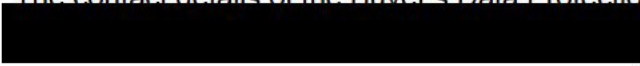


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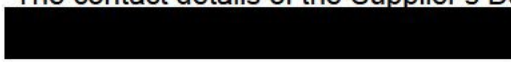
**Attachment 9 – Schedule of Processing, Personal Data and Data
Subjects**

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.

The contact details of the Buyer's Data Protection Officer are:

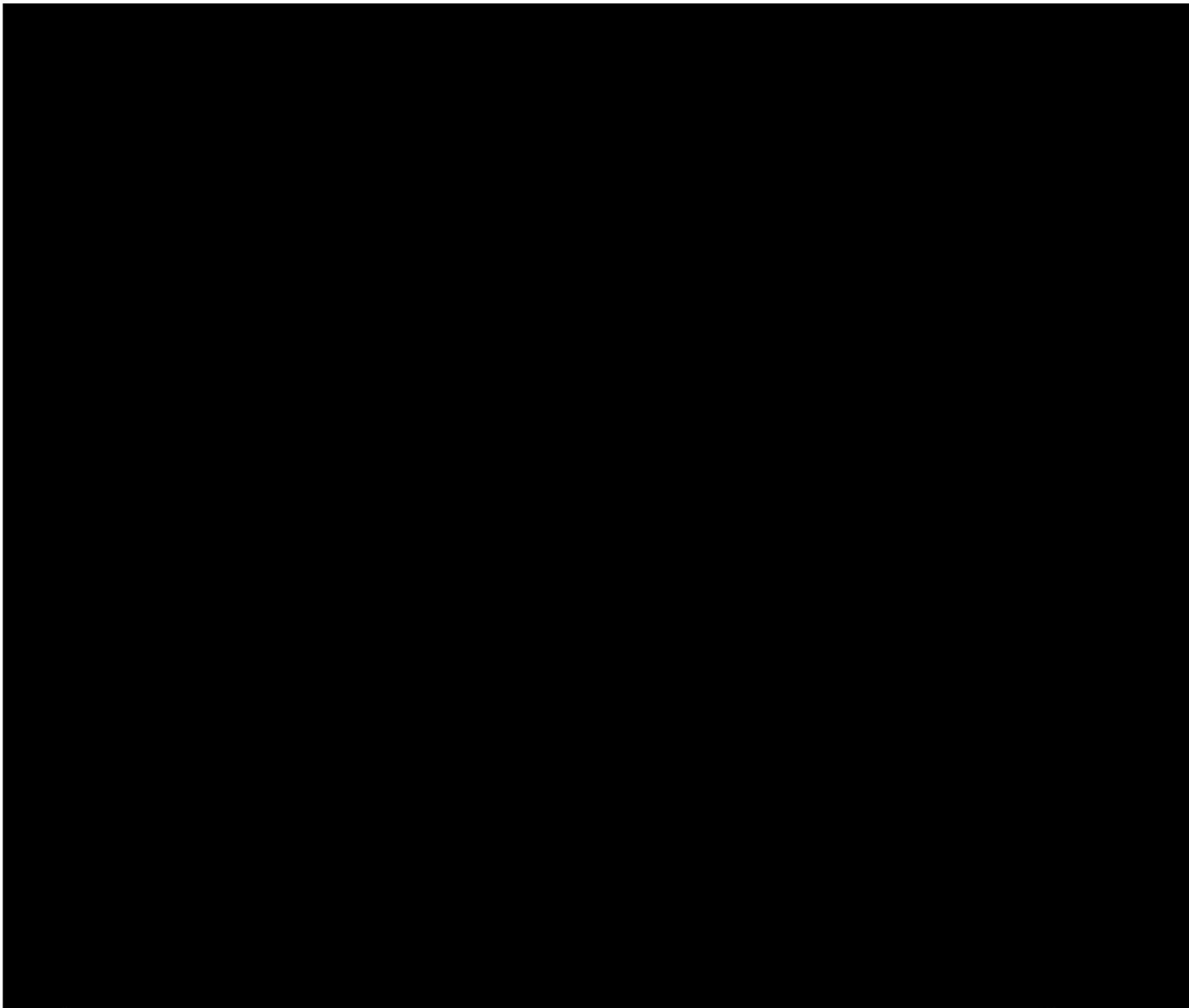


The contact details of the Supplier's Data Protection Officer are:



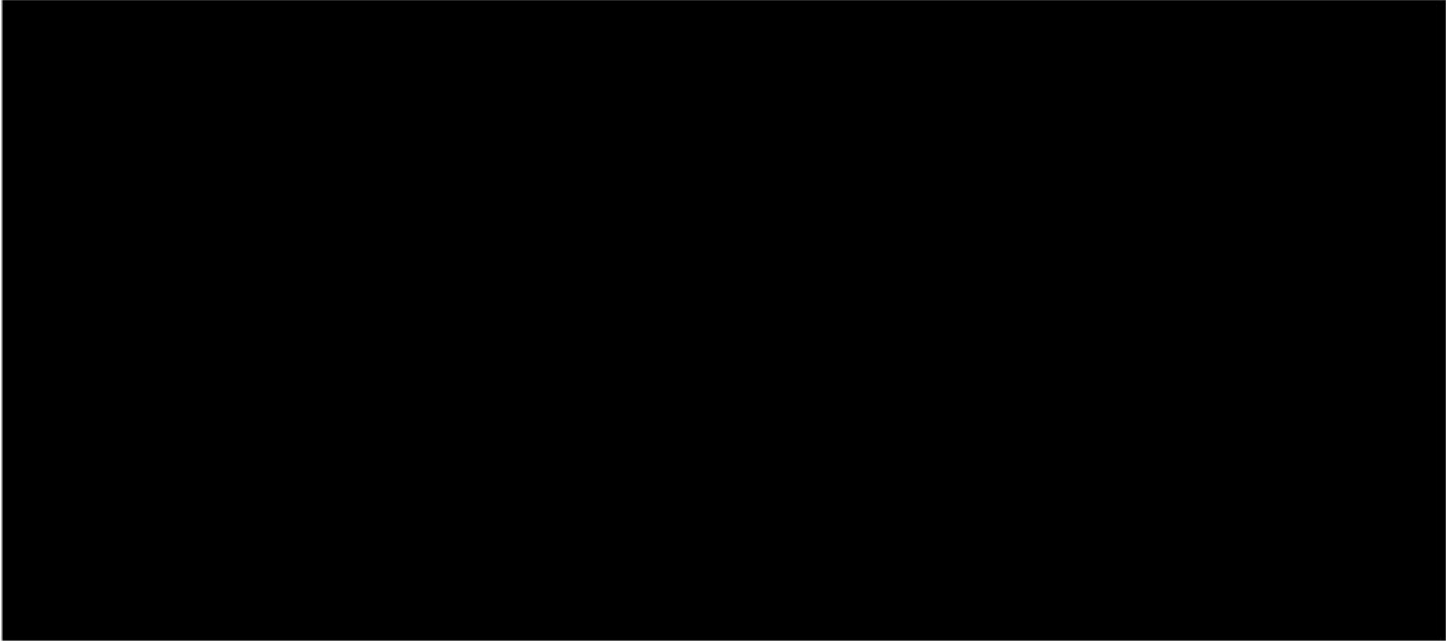
The Processor shall comply with any further written instructions with respect to processing by the Controller.

Any such further instructions shall be incorporated into this Attachment 9.



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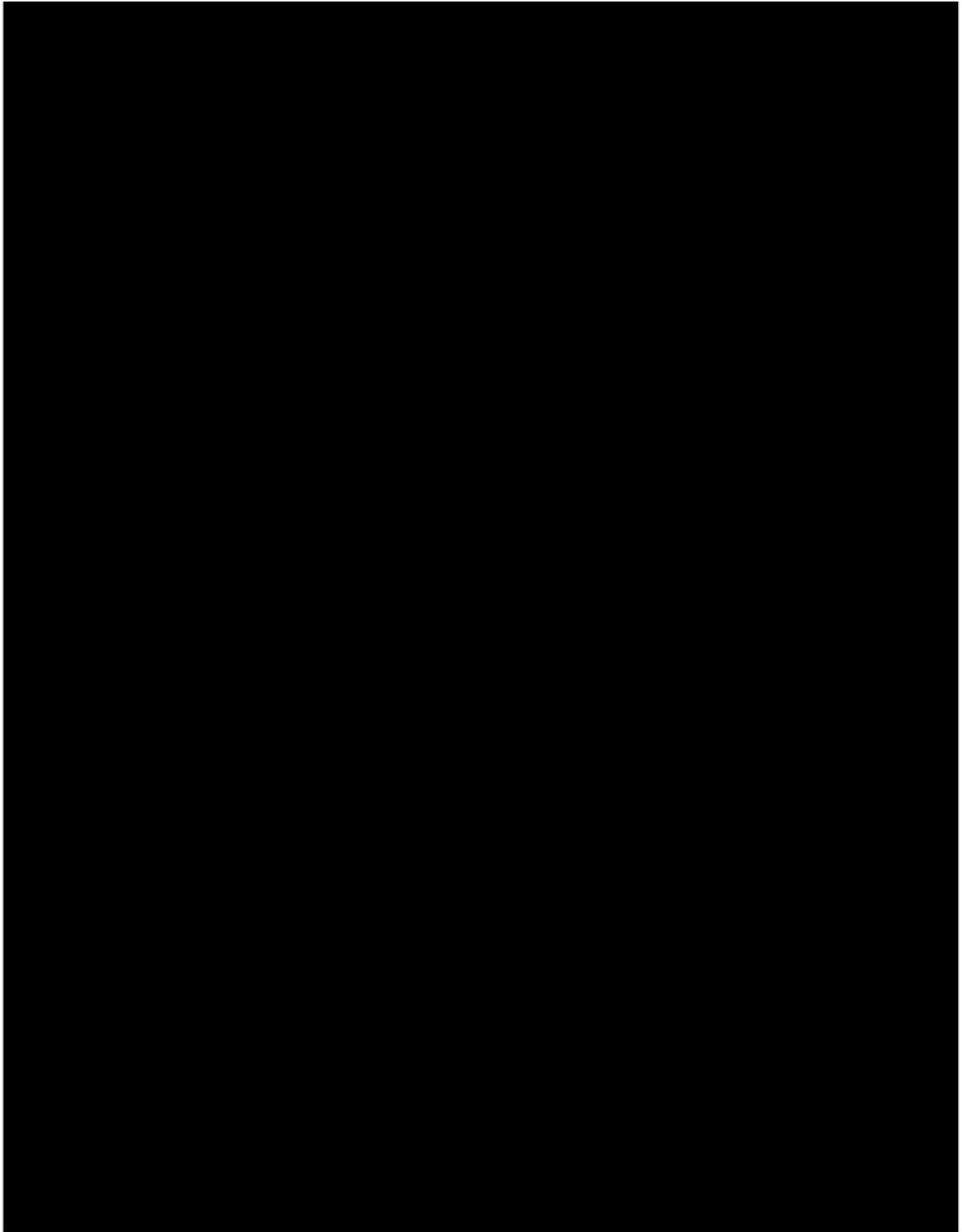
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Attachment 10 – Transparency Reports



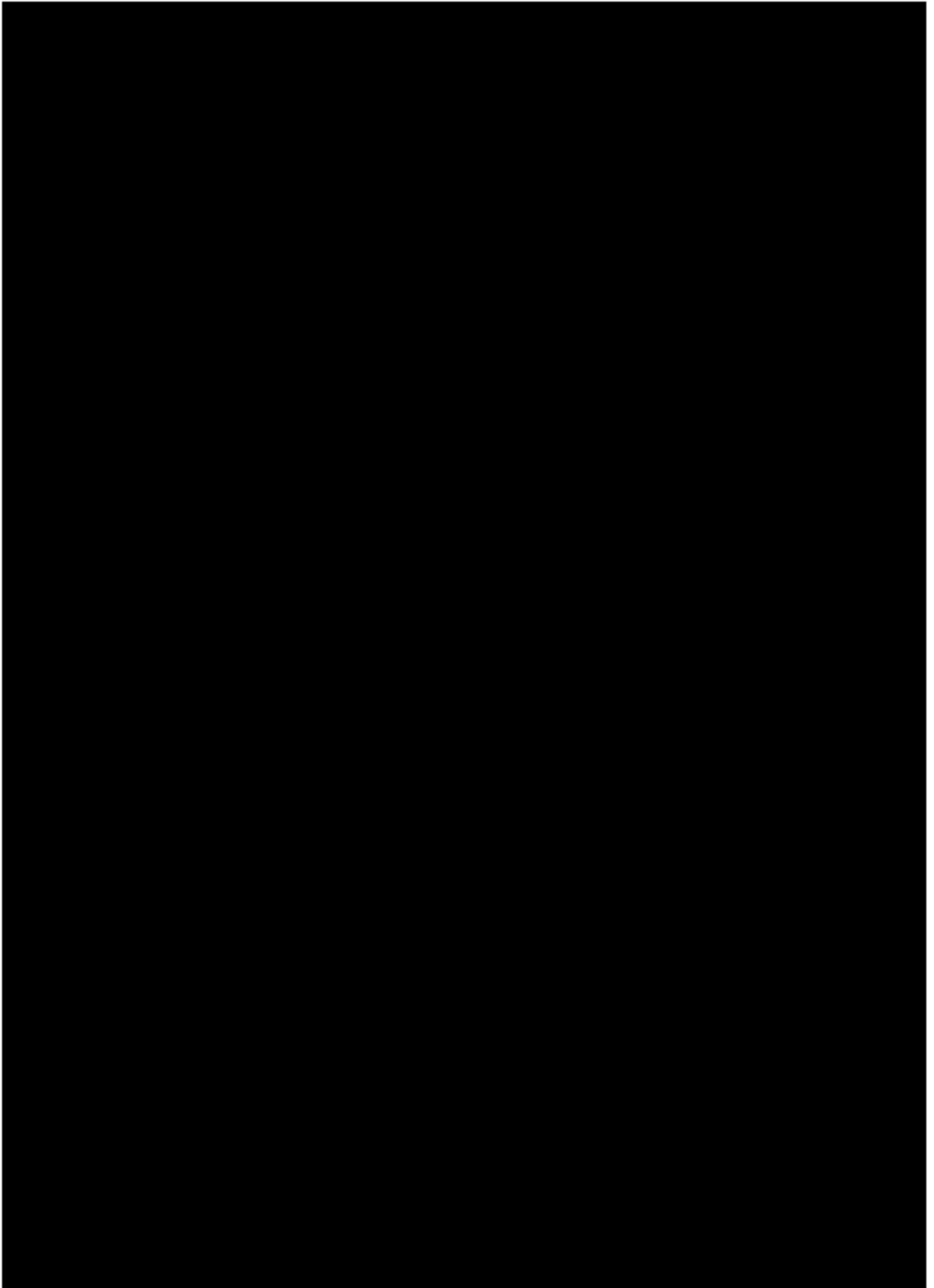
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Attachment 11 – IR35 Assessments and IR35 Determinations



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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

RM6100-Lots-2-3-and-5-Call-Off-Terms-v3 embedded below:



RM6100-Lots-2-3-an
d-5-Call-Off

**RM6100-Lots-2-3-and-5-Additional-and-Alternative-Terms-and-Conditions-v2.00 embedded
below:**



RM6100-Lots-2-3-an
d-5-Addition

ORDER FORM

Annex 2 – SOW Process

1. DEFINITIONS

- 1.1. The following definitions shall apply in this Annex 2 and throughout the entire Contract :
 - 1.1.1. “Statement of Work” or “SOW” means the Statement of Work for the delivery of a specific work package agreed between the parties pursuant to the SOW Process.
 - 1.1.2. “SOW Process” means the process for requesting, impacting and agreeing the delivery of SOW Services as set out in Annex 2 (SOW Process) of the Order Form.
 - 1.1.3. “SOW Request” means the request for the provision of SOW Services, where the requirements for such a request are detailed by completing Part 1 (SOW Request) of the SOW template provided in Paragraph 7 of this Annex 2.
 - 1.1.4. “SOW Proposal” means the Supplier’s proposal for the provision of SOW Services in response to the relevant SOW Request, such proposal to be provided by the Supplier completing Part 2 (SOW Proposal) of the SOW template provided in Paragraph 7 of this Annex 2.

2. GENERAL PRINCIPLES OF SOW PROCESS

- 2.1. This Annex 2 sets out the procedure for dealing with SOWs.
- 2.2. The Parties shall deal with SOWs as follows:
 - 2.2.1. Either Party may request a SOW which they shall initiate by issuing a SOW Request in accordance with Paragraph 3.
 - 2.2.2. The Supplier shall assess and document the potential impact of a proposed SOW in accordance with Paragraph 4 before the SOW can be either approved or implemented.
 - 2.2.3. The Buyer shall have the right to request amendments to a SOW Request, approve it or reject it in the manner set out in Paragraph 5.
 - 2.2.4. Save as otherwise provided in this Contract, no proposed SOW shall be implemented by the Supplier until a SOW has been signed and issued by the Buyer in accordance with Paragraph 5.2.
- 2.3. To the extent that any SOW requires testing and/or a programme for implementation, then the Parties shall follow the procedures set out in Call Off Schedule A1 (Testing), and, where appropriate, the SOW shall specify Milestones and/or a Key Milestone and Milestone Date(s) in respect of such testing and/or implementation activities for the purposes of such procedures.
- 2.4. Until a SOW has been signed and issued by the Buyer in accordance with Paragraph 5.2, then any discussions, negotiations or other communications which may take place between the Buyer and the Supplier in connection with any proposed SOW shall be without prejudice to each Party’s other rights under this Contract.

3. SOW REQUEST

- 3.1. Either Party may issue a SOW Request to the other Party at any time during the Call Off Contract Period. A SOW Request shall be substantially in the form of the template Annex 1 hereto.
- 3.2. If the Supplier issues the SOW Request, then it shall also provide a SOW Proposal to the Buyer as soon as is reasonably practicable but in any event within ten (10) Working Days of the date of issuing the SOW Request.

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- 3.3. If the Buyer issues the SOW Request, then the Supplier shall provide a SOW Proposal to the Buyer within ten (10) Working Days of the date the Buyer issued the SOW Request to the Supplier.
- 3.4. If the Supplier requires any clarification in relation to the SOW Request before it can deliver the SOW Proposal, then it shall promptly make a request for clarification to the Buyer and provided that sufficient information is received from the Buyer, the time period to complete the SOW Proposal shall be extended by the time taken by the Buyer to provide that clarification. The Buyer shall respond to the request for clarification as soon as is reasonably practicable.

4. SOW PROPOSAL

- 4.1. Each SOW Proposal shall be completed by the Supplier in good faith and shall include the following as a minimum:
 - 4.1.1. Details of the Services that will be included within the scope of delivering the SOW to meet the requirements detailed in the SOW Request. It is the responsibility of the Supplier to explicitly specify if any requirements in the SOW Request cannot be delivered and to state these as being out of scope of the SOW Proposal.
 - 4.1.2. Details of the impact of the proposed SOW on any other Services the Supplier is currently providing (e.g. the Level 3 Support Service or Services under any active SOWs) and the Supplier's ability to meet its other obligations under this Contract.
 - 4.1.3. An Implementation Plan for delivery of the Services within scope of the proposed SOW (including activities for testing), such Implementation Plan specifying proposed Milestones and/or Key Milestones and Milestone Date(s).
 - 4.1.4. A resource profile which details all the resources required to deliver the Services included within the scope of the SOW and to Achieve the Milestones specified therein. Note: Any Buyer and/or third party resources that the Supplier requires the Buyer to provide to support delivery of the proposed SOW shall be specified in the 'Buyer Responsibilities' section of the SOW Proposal.
 - 4.1.5. Details of the Charges to deliver the proposed SOW and such Charges shall:
 - (1) Reflect the pricing regime specified by the Buyer in the SOW Request (e.g. time and materials, capped time and materials, fixed price).
 - (2) Be calculated in accordance with Part A (Milestone Payments and Delay Payments) of Attachment 2 (Charges and Invoicing) of the Order Form.
 - 4.1.6. Milestone Payments that are linked to the Supplier's Achievement of a single or multiple delivery Milestones.
 - 4.1.7. Such other information as the Buyer may reasonably request in (or in response to) the SOW Request.
- 4.2. Subject to the provisions of Paragraph 4.3, the Buyer shall review the SOW Proposal and respond to the Supplier in accordance with Paragraph 5 within 10 Working Days of receiving the SOW Proposal.
- 4.3. If the Supplier has issued the SOW Request and the Buyer reasonably considers that it requires further information regarding the proposed SOW so that it may properly evaluate the SOW Request and the SOW Proposal, then within 5 Working Days of receiving the SOW Proposal, it shall notify the Supplier of this fact and detail the further information that it requires. The Supplier shall then re-issue the relevant SOW Proposal to the Buyer within 5 Working Days of receiving such notification. At the Buyer's discretion, the Parties may repeat the process described in this Paragraph 4.3 until the Buyer is satisfied that it has sufficient information to properly evaluate the SOW Request and SOW Proposal.

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5. BUYER'S RIGHT OF APPROVAL

- 5.1. Within 10 Working Days of receiving the SOW Proposal from the Supplier (or within 10 Working Days of receiving the further information that it may request pursuant to Paragraph 4.3), the Buyer shall evaluate the SOW Request and the SOW Proposal and shall do one of the following:
- 5.1.1. approve the proposed SOW, in which case the Parties shall follow the procedure set out in Paragraph 5.2;
 - 5.1.2. in its absolute discretion reject the SOW, in which case it shall notify the Supplier of the rejection. If the Buyer does reject a SOW, then it shall explain its reasons in writing to the Supplier as soon as is reasonably practicable following such rejection; or
 - 5.1.3. in the event that it reasonably believes that a SOW Request or SOW Proposal contains errors or omissions, require the Supplier to modify the relevant document accordingly, in which event the Supplier shall make such modifications within 5 Working Days of such request. Subject to Paragraph 4.3, on receiving the modified SOW Request and/or SOW Proposal, the Buyer shall approve or reject the proposed SOW within 10 Working Days.
- 5.2. If the Buyer approves the proposed SOW pursuant to Paragraph 5.1.1 then it shall inform the Supplier and the Supplier shall prepare two copies of the final version of the SOW which it shall sign Part 3 (SOW Authorisation) and deliver to the Buyer for its signature. Following receipt of the Supplier signed copies of the SOW, the Buyer shall sign Part 3 (SOW Authorisation) of both copies and return one copy to the Supplier. On the Buyer's signature of Part 3 (SOW Authorisation), this shall then constitute a binding SOW under this Contract.

6. COSTS

- 6.1. The costs of preparing each SOW Request shall be borne by the Party making the SOW Request; and
- 6.2. The costs incurred by the Supplier in undertaking a SOW Proposal shall be borne by the Supplier.

7. SOW TEMPLATE

- 7.1. The template embedded below shall be used by the parties when requesting and agreeing a Statement of Work under this Contract:

File embedded: CRPF SOW Form v1.1



CRPF SOW Form
v1.1.docx