



Technology Services 2 Agreement RM3804  
Framework Schedule 4 - Annex 1

## Order Form

In this Order Form, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions), Framework Schedule 1 or the relevant Call Off Schedule in which that capitalised expression appears.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of the Call Off Contract for the duration of the Call Off Period.

This Order Form should be used by Customers ordering Services under the Technology Services 2 Framework Agreement ref. RM3804 in accordance with the provisions of Framework Schedule 5.

The Call Off Terms, referred to throughout this document, are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3804>

**The Customer must provide a draft Order Form as part of the Further Competition Procedure.**

### Section A General information

This Order Form is issued in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

#### Customer details

##### Customer organisation name

The Secretary of State, Department for Education

##### Billing address

Your organisation's billing address - please ensure you include a postcode  
20 Great Smith St, Westminster, London SW1P 3BT

##### Customer representative name

The name of your point of contact for this Order  
[REDACTED]

##### Customer representative contact details

Email and telephone contact details for the Customer's representative  
[REDACTED]

#### Supplier details



**Supplier name**

The Supplier organisation name, as it appears in the Framework Agreement  
Capgemini UK plc

**Supplier address**

Supplier's registered address  
1 Forge End, Woking, Surrey GU21 6DB Company number: 00943935

**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  
[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]

**Section B**  
**Overview of the requirement**

**Framework Lot under which this Order is being placed**

*Tick one box below as applicable (unless a cross-Lot Further Competition)*

- 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
- 4. PROGRAMMES & LARGE PROJECTS
  - a. OFFICIAL
  - a. SECRET (& above)

**Customer project reference**

*Please provide the customer project reference number.*

project\_

**Call Off Commencement Date**

*The date on which the Call Off Contract is formed – this should be the date of the last signature on Section E of this Order Form*

16/07/2020



### Call Off Contract Period (Term)

A period which does not exceed the maximum durations specified per Lot below:

Lot	Maximum Initial Term – Months (Years)	Extension Options – Months (Years)	Maximum permissible overall duration – Years (composition)
1	24 (2)		
2	36 (3)		2
3	60 (5)		
4	60 (5) *		

\* There is a minimum 5 year term for this Lot

**Call Off Initial Period** Months

24 months

**Call Off Extension Period (Optional)** Months

N/A

**Minimum Notice Period for exercise of Termination Without Cause** 30

(Calendar days) *Insert right (see Call Off Clause 30.7)*

### Additional specific standards or compliance requirements

*Include any conformance or compliance requirements over and above the Standards (including those listed at paragraph 2.3 of Framework Schedule 2) which the Services must meet.*

*List below if applicable*

No additional standards or compliance requirements apply in addition to those listed at paragraph 2.3 of Framework Schedule 2..

### Customer's ICT and Security Policy

**[Draft Note: Revised version embedded]**

### Security Management Plan

N/A

## Section C Customer Core Services Requirements

Please provide details of all Services required including the locations where the Supplier is required to provide the Services Ordered.

### Services

*List below or append as a clearly marked document to confirm the Services which the Supplier shall provide to the Customer (which could include the Customer's requirement and the Supplier's response to the Further Competition Procedure). If a Direct Award, please append the Supplier's Catalogue Service Offer.*

The anticipated Services to be provided by the Supplier pursuant to this Call Off Contract are set out in the embedded document below. The actual Services to be provided by the Supplier pursuant to this Call Off Contract shall be agreed between the Parties in accordance with the SOW process, which is set out in the 'Call Off Contract Charges and Payment Profile' part of Section C of this Order Form, and shall be set out in the applicable SOW(s).



**Services to be delivered in line with the ITT and the Suppliers response**

Click here to enter text.

**Location/Site(s) for provision of the Services**

Supplier Personnel shall work from Supplier determined locations (which may include Supplier Personnel home locations) unless agreed otherwise in a SOW. Any entry/access rights to Supplier’s premises or Sites are not applicable to Supplier Personnel home locations.

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

*This Annex can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional t&c’s v4.*

*Those Additional Clauses selected below shall be incorporated into this Call Off Contract*

**Applicable Call Off Contract Terms**

**Optional Clauses**

*Can be selected to apply to any Order*

**Additional Clauses and Schedules**

*Tick any applicable boxes below*

*Tick any applicable boxes below*

**A: SERVICES – Mandatory**

The following clauses will automatically apply where Lot 3 services are provided (this includes Lot 4a & 4b where Lot 3 services are included).

A3: Staff Transfer

A4: Exit Management

**A: PROJECTS - Optional**

A1: Testing

A2: Key Personnel

**B: SERVICES - Optional**

*Only applies to Lots 3 and 4a and 4b*

B1: Business Continuity and Disaster Recovery

B2: Continuous Improvement & Benchmarking

C: Call Off Guarantee

D: Relevant Convictions

E: Security Requirements

F: Collaboration Agreement

Where required please complete and append to this Order Form as a clearly marked document (see Call Off Schedule F)

G: Security Measures

H: MOD Additional Clauses

**Alternative Clauses**



B3: Supplier Equipment	<input type="checkbox"/>	To replace default English & Welsh Law, Crown Body and FOIA subject base Call Off Clauses	
B4: Maintenance of the ICT Environment	<input type="checkbox"/>	Tick any applicable boxes below	
B5: Supplier Request for Increase of the Call Off Contract Charges	<input type="checkbox"/>	Scots Law Or	<input type="checkbox"/>
B6: Indexation	<input type="checkbox"/>	Northern Ireland Law	<input type="checkbox"/>
B7: Additional Performance Monitoring Requirements	<input type="checkbox"/>	Non-Crown Bodies	<input type="checkbox"/>
		Non-FOIA Public Bodies	<input type="checkbox"/>

**Collaboration Agreement** (see Call Off Schedule F) This Schedule can be found on the RM3804 CCS webpage. The document is titled RM3804 Collaboration agreement call off schedule F v1.

<b>Organisations required to collaborate</b> (Collaboration Suppliers) <a href="#">Click here to enter text.</a>	An executed Collaboration Agreement shall be delivered from the Supplier to the Customer within the stated number of Working Days from the Call Off Commencement Date <i>insert right</i>	N/A
	<b>OR</b>  An executed Collaboration Agreement from the Supplier has been provided to the Customer and is attached to this Order Form. <i>tick box (right) and append as a clearly marked complete document</i>	<input type="checkbox"/>

**Licensed Software** Where Software owned by a party other than the Customer is used in the delivery of the Services list product details under each relevant heading below

**Supplier Software**

N/A

**Third Party Software**

N/A

**Customer Property** (see Call Off Clause 21)

Items licensed by the Customer to the Supplier (including any Customer Software, Customer Assets, Customer System, Customer Background IPR and Customer Data)

List below if applicable

DfE Laptops

**Call Off Contract Charges and Payment Profile** (see Call Off Schedule 2)

Include Charges payable by the Customer to the Supplier (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)

List below or append as a clearly marked document. If a Direct Award, please append the Price Card attached to the Supplier's Catalogue Service Offer.



The cost model will primarily be based on option 1 and 2 below - but with the flexibility for option 3 & 4.

1. Outcome Based pricing – the Services are procured based on the desired outcome expected due to the presence of the Service/project Deliverable(s).
2. Fixed Price – the Supplier and the Customer will agree a fixed price for the Services based on an estimate of the work to be carried out, this will be invoiced by instalments based on Milestones.
3. Fixed Capacity – in this instance the Service will be defined up to an agreed fixed number of resources (Core team) for a specific duration and not on the Service / project outcome.
4. Time & Materials – standard commercial arrangement based on the SFIA rate card - invoice monthly based on the work done.

To ensure the project has a tight grip on the financial controls and contract management; the SRO, PMO and service owners will collaborate to ensure that the process to manage the work, deliverables and objectives will be detailed in each Statement of Work (SOW) and a Request For Quote (RFQ) and the process for agreement of SOWs and RFQs shall be as agreed between the Parties. The Customer Delivery Manager will report progress against Deliverables to the Service Owner who will monitor effective delivery. Work will be commissioned via a Statement of Work (SOW) and Request for Quote (RFQ) process. If applicable, Contractual Control Mechanisms such as Key Performance Indicators (KPI's) and Milestones will be incorporated and specified into the SOWs to minimise risk and ensure contractual compliance.

### Call Off Contract Charges and Payment Profile

Charges under each SOW agreed between the Parties will be based the rate cards

Payments from the Customer to the Supplier are to be completed by BACS / PO

Travel to and from the home location will not attract expenses.

Travel to other locations must be approved and must adhere to DfE Travel and subsistence policy:

#### Undisputed Sums Limit (£)

*Insert right (see Call Off Clause 31.1.1)*

N/A

#### Delay Period Limit (calendar days)

*Insert right (see Call Off Clause 5.4.1(b)(ii))*

N/A

#### Estimated Year 1 Call Off Contract Charges (£)

For Call Off Contract Periods of over 12 Months

#### Enhanced Insurance Cover

Where a specific Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Schedule 14 please specify below

Third Party Public Liability Insurance (£)

£1m

Professional Indemnity Insurance (£)

£1m



**Transparency Reports** (see Call Off Schedule 6)

If required by the Customer populate the table below to describe the detail (titles are suggested examples)

Title	Content	Format	Frequency
Monthly Report	Deliverables against SoW Spend against budget Forward look	To be agreed	Monthly

**Quality Plans** (see Call Off Clause 7.2)

Time frame for delivery of draft Quality Plans from the Supplier to the Customer – from the Call Off Commencement Date (Working Days)

N/A

Where applicable insert right

**Implementation Plan** (see Call Off Clause 5.1.1)

Time frame for delivery of a draft Implementation Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days)

N/A

Where applicable insert right. If a Direct Award, please append the Implementation Plan attached to the Supplier's Catalogue Service Offer.

**BCDR** (see Call Off Schedule B1)

This can be found on the CCS RM3804 webpage. The document is titled RM3804 Alternative and additional t&c's v4.

The Customer and the Supplier shall agree the requirements and timescales for provision of a BCDR by the Supplier which materially aligns with the business continuity approach documented in the embedded document above.

An executed BCDR Plan from the Supplier is required prior to entry into the Call Off Contract tick box (right) and append as a clearly marked complete document

**OR**

Time frame for delivery of a BCDR Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days)

N/A

Where applicable insert right

Disaster Period (calendar days)

N/A

**GDPR** (see Call Off Clause 23.6)

The Customer does not require the Supplier to access or process any Personal Data to provide the Services in the initial SOW.



Where the Parties agree that the Supplier will process Personal Data for which the Customer is the Data Controller for a specific future SOW the GDPR data processing provisions shall be completed with the relevant information and included in the applicable SOW(s).

This Schedule can be found in the Call Off Contract on the RM3804 CCS webpage

### **To be considered with each SoW**

#### **Subject matter of the processing:**

[This should be a high level, short description of what the processing is about ie its subject matter]

#### **Duration of the processing:**

[Clearly set out the duration of the processing including dates]

#### **Nature and purposes of the processing:**

[Please be as specific as possible, but make sure that you cover all intended purposes.

The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc

The purpose might include eg: employment processing, statutory obligation, recruitment assessment etc]

#### **Type of Personal Data:**

[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]

#### **Categories of Data Subject:**

[Examples include: Staff (including volunteers, agents and temporary workers), customers/clients, suppliers, patients, students/pupils, members of the public, users of a particular website etc]

#### **Plan for return or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data:**

[Describe how long the data will be retained for, how it will be returned or destroyed]

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**Supplier Equipment** (see Call Off Clause B3)



*This can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional t&c's v4.*

X - Service Failures (number)  
*Where applicable insert right*

N/A

Y – Period (Months)

*Where applicable insert right*

N/A

**Key Personnel & Customer Responsibilities** (see Call Off Clause A2)

*List below or append as a clearly marked document to include Key Roles*

**Key Personnel**

*List below or append as a clearly marked document to include Key Roles*

N/A

**Customer Responsibilities**

*List below or append as a clearly marked document*

Each SOW may have specific Customer Responsibilities in addition to the following which apply to all SOWs:

1. The Customer shall ensure that the Supplier is not required to process any Personal Data for which the Customer is the Controller unless otherwise agreed in the applicable SOW.
2. Notwithstanding any other provisions, the Customer agrees that the “Applicable Laws” for the Services are those which apply to the Supplier in its business as an IT Service Provider.
3. The Customer has all necessary consents/licenses for IPR the Supplier requires to perform the Services.
4. Provide all software, licensing, equipment, infrastructure, secure remote access to systems, security controls, documentation and environments as necessary to enable the Supplier to provide the Services and to ensure that the Customer has in place all supporting consents, approvals and permissions
5. The Customer agrees the implications of the Covid-19 Pandemic are currently unforeseeable. If the Pandemic or any related consequences impacts Supplier’s ability to deliver Services or meet any delivery dates, Supplier shall be excused from Services performance and meeting delivery dates. Supplier shall use reasonable endeavours to mitigate the Pandemic impact on the Services.



6. The Customer agrees that notwithstanding any other provisions, neither it nor any persons appointed or authorised by it shall have any entry/access rights to Supplier's premises or Sites that are Supplier Personnel home locations.

**Relevant Conviction(s)**

Where applicable the Customer to include details of Conviction(s) it considers relevant to the nature of the Services.

List below or append as a clearly marked document (see Call Off Clause D where used)

Click here to enter text.

**Appointment as Agent (see Call Off Clause 19.5.4)**

Insert details below or append as a clearly marked document

Specific requirement and its relation to the Services	Other CCS framework agreement(s) to be used
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N/A

N/A.

**SERVICE LEVELS AND SERVICE CREDITS (see Part A of Call Off Schedule 3)**

N/A


**Critical Service Level Failure**

N/A

**Service Credits**

N/A



**Additional Performance Monitoring Requirements**

**Technical Board** (see paragraph 2 of Call Off Schedule B7). This can be found on the CCS RM3804 webpage. The document is titled Alternative and additional t&c's v4.

N/A

*If required by the Customer populate the table below to describe the detail*

Required Members			
Job Title	Name	Location	Frequency

Time frame in which the Technical Board shall be established – from the Call Off Commencement Date (Working Days) *Where applicable insert right* N/A

**Section D**  
**Supplier response**

Suppliers - use this section to provide any details that may be relevant in the fulfilment of the Customer Order

**Commercially Sensitive information**

Any information that the Supplier considers sensitive for the duration of an awarded Call Off Contract

**Total contract value**

Please provide the total contract value (for the Call Off Initial Period) as detailed in your response to the Customer's statement of requirements. If a Direct Award, please refer to the Price Card as attached to the Supplier's Catalogue Service Offer.

*Total Contract Value is £850,000 excluding VAT (£1,020,000 including VAT)*



## Section E Call Off Contract award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of this Order Form and the Call Off Terms (together referred to as “the Call Off Contract”) for the duration of the Call Off Contract Period.

### SIGNATURES

#### For and on behalf of the Supplier

Name	████████████████████
Job role/title	████████████████████
Signature	████████████████████
Date	██████████

#### For and on behalf of the Customer

Name	██████████
Job role/title	████████████████████
Signature	████████████████████
Date	██████████