



**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 18<sup>th</sup> March 2024 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 [RM6100 Technology Services 3](#). 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:

- .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:	SBS23-155
Contract Title:	North East Datacentre hosting - primary
Contract Description:	North East Datacentre hosting - primary
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	£155,263.10 (Excl. VAT)
Estimated Year 1 Charges:	£155,263.10 (Excl. VAT)
Commencement Date: this should be the date of the last signature on Section E of this Order Form	20 <sup>th</sup> March 2024

<b>Buyer details</b>
<b>Buyer organisation name</b> NHS North of England Commissioning Support (NECS)
<b>Billing address</b> Your organisation's billing address - please ensure you include a postcode NHS NORTH OF ENGLAND CSU 0AR PAYABLES M265 PO BOX 312 LEEDS, LS11 1HP
<b>Buyer representative name</b> The name of your point of contact for this Order [REDACTED]
<b>Buyer representative contact details</b> 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]
<b>Buyer Project Reference</b> Please provide the customer project reference number. SBS 23-155



### Supplier details

#### Supplier name

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

IT Professional Services Ltd

#### Supplier address

Supplier's registered address

Angel House, Drum Industrial Estate, Chester le Street, Durham, DH21AQ

#### 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] [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.

RM6100 - ITPS - Lot 3c - DC Services – 002

### Guarantor details

*Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.*

#### Guarantor Company Name

The guarantor organisation name

[Not Applicable]

#### Guarantor Company Number

Guarantor's registered company number

[Not Applicable]

#### Guarantor Registered Address

Guarantor's registered address

[Not Applicable]



## Section B

### Part A – Framework Lot

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

*Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2, 3 and/or 5. Where Lot 1 is also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.*

- |  |                                     |
|--|-------------------------------------|
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN | <input type="checkbox"/>            |
| 2. TRANSITION & TRANSFORMATION           | <input type="checkbox"/>            |
| 3. OPERATIONAL SERVICES                  |                                     |
| a: End User Services                     | <input type="checkbox"/>            |
| b: Operational Management                | <input type="checkbox"/>            |
| c: Technical Management                  | <input checked="" type="checkbox"/> |
| d: Application and Data Management       | <input type="checkbox"/>            |
| 5. SERVICE INTEGRATION AND MANAGEMENT    | <input type="checkbox"/>            |

### Part B – The Services Requirement

#### Commencement Date

See above in Section A

#### Contract Period

*Guidance Note – this should be a period which does not exceed the maximum durations specified per Lot below:*

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
2	36 (3)
3	60 (5)
5	60 (5)

**Initial Term** Months

12

**Extension Period (Optional)** Months

N/A

**Minimum Notice Period for exercise of Termination Without Cause** N/A - 1 year fixed term  
(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:*

*[N/A]*

*Supplier Premises:*

*Angel House  
Drum Industrial Estate  
Chester Le Street  
Durham  
DH21AQ*

*Third Party Premises:*

*[N/A]*

*Buyer Assets*

*[NECS ICT server and Comms equipment estate as currently installed and which will be varied from time to time]*

**Additional Standards**

*Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.*

ISO27001

**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.*

*[Not Applicable]*

**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.*

*[Not Applicable]*

**Insurance**

*Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.*

Third Party Public Liability Insurance (£) - *[Not Applicable]*

Professional Indemnity Insurance (£) - *[Not Applicable]*

**Buyer Responsibilities**

*Guidance Note: list any applicable Buyer Responsibilities below.*



[The Buyer shall comply with all of the Supplier's policy and procedures relating to access to the data centre, these are provided to all resources that are required to gain physical access to the data centre and maintained by the Supplier.]

### Goods

*Guidance Note: list any Goods and their prices.*

[Not Applicable]

### Governance – Option Part A or Part B

*Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.*

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

The Part selected above shall apply this Contract.

### Change Control Procedure – Option Part A or Part B

*Guidance Note: the Call-Off Terms has two options in respect of change control. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is no requirement to include a complex change control procedure where operational and fast track changes will not be required.*

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

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):

- for the purpose of Paragraph 3.1.2 (a), the figure shall be £[N/A]; and
- for the purpose of Paragraph 8.2.2, the figure shall be £[N/A].



## Section C

### Part A - Additional and Alternative Buyer Terms

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

*This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.*

#### **Part A – Additional Schedules**

*Guidance Note: Tick any applicable boxes below*

<b>Additional Schedules</b>	<b>Tick as applicable</b>
S1: Implementation Plan	<input type="checkbox"/>
S2: Testing Procedures	<input type="checkbox"/>
S3: Security Requirements (either Part A or Part B)	Part A <input type="checkbox"/> or Part B <input type="checkbox"/>
S4: Staff Transfer	<input type="checkbox"/>
S5: Benchmarking	<input type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input checked="" type="checkbox"/>
S7: Continuous Improvement	<input type="checkbox"/>
S8: Guarantee	<input type="checkbox"/>
S9: MOD Terms	<input type="checkbox"/>

#### **Part B – Additional Clauses**

*Guidance Note: Tick any applicable boxes below*

<b>Additional Clauses</b>	<b>Tick as applicable</b>
C1: Relevant Convictions	<input type="checkbox"/>
C2: Security Measures	<input type="checkbox"/>
C3: Collaboration Agreement	<input type="checkbox"/>

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

#### **Part C - Alternative Clauses**

*Guidance Note: Tick any applicable boxes below*

The following Alternative Clauses will apply:

<b>Alternative Clauses</b>	<b>Tick as applicable</b>
Scots Law	<input type="checkbox"/>
Northern Ireland Law	<input type="checkbox"/>
Joint Controller Clauses	<input type="checkbox"/>



Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

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

### Additional Schedule S3 (Security Requirements)

*Guidance Note: where Schedule S3 (Security Requirements) has been selected in Part A of Section C above, then for the purpose of the definition of "Security Management Plan" insert the Supplier's draft security management plan below.*

[Not Applicable]

### Additional Schedule S4 (Staff Transfer)

*Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of "Fund" in Annex D2 (LGPS) of Part D (Pension) insert details of the applicable fund below.*

[Not Applicable]

### Additional Clause C1 (Relevant Convictions)

*Guidance Note: where Clause C1 (Relevant Convictions) has been selected in Part A of Section C above, then for the purpose of the definition of "Relevant Convictions" insert any relevant convictions which shall apply to this contract below.*

[Not Applicable]

### Additional Clause C3 (Collaboration Agreement)

*Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.*

[Not Applicable]

An executed Collaboration Agreement shall be delivered from the Supplier to the Buyer within the stated number of Working Days from the Commencement Date:

[Not Applicable]

## Section D





Crown  
Commercial  
Service

## 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.*

The Buyer shall comply with all of the Supplier's policy and procedures relating to access to the data centre, these are provided to all resources that are required to gain physical access to the data centre and maintained by the Supplier.



## 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	<b>Managing Director</b>
Signature	[REDACTED]
Date	<b>19/03/2024</b>

#### For and on behalf of the Buyer

Name	[REDACTED]
Job role/title	<b>Chief Financial Officer</b>
Signature	[REDACTED]
Date	<b>19/03/2024</b>



## Attachment 1 – Services Specification



Colocation Service  
Descriptionv1.0 ITPS



## Attachment 2 – Charges and Invoicing

### Part A – Milestone Payments and Delay Payments

#	Milestone Description	Milestone Payment amount (£GBP)	Milestone Date	Delay Payments (where Milestone) (£GBP per day)
M1	<i>N/A – charges paid up front for the Year</i>			

### Part B – Service Charges

Charge Number	Service Charges
<b>[Service Line 1]</b>	
Hosting for 7 x 42U fully managed racks to include physical security, aircon, UPS and Environmental monitoring" to "co-locate NECS 'on-prem' infrastructure" with provision of 29kWh per month committed power draw	£155,263.10

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

Staff Grade	Day Rate (£)
N/A	

Part D – Risk Register

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 12
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)

N/A – fixed 1 year term



### Attachment 3 – Outline Implementation Plan

#	Milestone	Deliverables ( <i>bulleted list showing all Deliverables (and associated tasks) required for each Milestone</i> )	Duration ( <i>Working Days</i> )	Milestone Date
M1	N/A			
M2				
M3				
M4				
M5				
M6				



## Attachment 4 – Service Levels and Service Credits

### Service Levels and Service Credits

Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
Provision of physical security, power (29kWh per month), aircon, UPS and environmental monitoring to the 7 hosted racks	Availability	At least 99.99% at all times for all hosted racks	99.99%	0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure.

### Service Credit Cap

50% of Service Charges



### **Critical Service Level Failure**

In relation to the "Provision of physical security, power (29kWh per month), aircon, UPS and environmental monitoring to the 7 hosted racks" Service Level, a Critical Service Level Failure shall include a loss of availability greater than the Service Level Threshold across 3 Service Periods within 6 consecutive Service Periods or where the Service Level Threshold is breached more than 5 times within a Service Period.





## 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

Key Supplier Personnel	Key Role(s)	Duration
N/A		

### Part B – Key Sub-Contractors

Key Sub-contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/Service description	Key Sub-contract price expressed as a percentage of total projected Charges over the Contract Period	Key role in delivery of the Services
N/A				

## 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

## 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

## 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

Entity	Credit Rating (long term) <i>(insert credit rating issued for the entity at the Commencement Date)</i>	Credit Rating Threshold <i>(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3))</i>
<b>Supplier</b>	[Rating Agency 1] – [insert rating for Rating Agency 1]	[Rating Agency 1] – [insert threshold for Rating Agency 1]
	[Rating Agency 2] – [insert rating for Rating Agency 2]	[Rating Agency 2] – [insert threshold for Rating Agency 2]
	[etc.]	[etc.]
<b>[Guarantor]</b>	[Rating Agency 1] – [insert rating for Rating Agency 1]	[Rating Agency 1] – [insert threshold for Rating Agency 1]
	[Rating Agency 2] – [insert rating for Rating Agency 2]	[Rating Agency 2] – [insert threshold for Rating Agency 2]
	[etc.]	[etc.]
<b>[Key Sub-contractor 1]</b>	[etc.]	[etc.]
<b>[Key Sub-contractor 2]</b>	[etc.]	[etc.]

### PART B – RATING AGENCIES

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

- Credit Rating Level 8 = [BBB+]
- Credit Rating Level 9 = [BBB]
- Credit Rating Level 10 = [BBB-]
- Etc.
- [Rating Agency 2 (e.g Moodys) ]
  - Credit Rating Level 1 = [Aaa]
  - Credit Rating Level 2 = [Aa1]
  - Credit Rating Level 3 = [Aa2]
  - Credit Rating Level 4 = [Aa3]
  - Credit Rating Level 5 = [A1]
  - Credit Rating Level 6 = [A2]
  - Credit Rating Level 7 = [A3]
  - Credit Rating Level 8 = [Baa1]
  - Credit Rating Level 9 = [Baa2]
  - Credit Rating Level 10 = [Baa3]
  - Etc.
- [Rating Agency 3 (etc.) ]
  - Credit Rating Level 1 = [XXX]
  - Etc.
- Attachment 8 – Governance

## PART A – SHORT FORM GOVERNANCE

For the purpose of Part A of Schedule 7 (Short Form Governance) of the Call-Off Terms, the following board shall apply:

Operational Board	
Buyer Members for the Operational Board	[NECS Contractor Owner and Contract Manager}
Supplier Members for the Operational Board	[Supplier CTO, Supplier Operational Delivery Manager/lead & supplier Account Manager]
Frequency of the Operational Board	[Monthly]
Location of the Operational Board	[Online & on-prem as required]

## 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:

SERVICE MANAGEMENT BOARD	
Buyer Members of Service Management Board (include details of chairperson)	Not Applicable
Supplier Members of Service Management Board	Not Applicable
Start Date for Service Management Board meetings	Not Applicable
Frequency of Service Management Board meetings	Not Applicable
Location of Service Management Board meetings	Not Applicable

Programme Board	
Buyer members of Programme Board (include details of chairperson)	Not Applicable
Supplier members of Programme Board	Not Applicable
Start date for Programme Board meetings	Not Applicable
Frequency of Programme Board meetings	Not Applicable
Location of Programme Board meetings	Not Applicable

Change Management Board	
Buyer Members of Change Management Board (include details of chairperson)	Not Applicable
Supplier Members of Change Management Board	Not Applicable

Start Date for Change Management Board meetings	Not Applicable
Frequency of Change Management Board meetings	Not Applicable
Location of Change Management Board meetings	Not Applicable

Technical Board	
Buyer Members of Technical Board (include details of chairperson)	Not Applicable
Supplier Members of Technical Board	Not Applicable
Start Date for Technical Board meetings	Not Applicable
Frequency of Technical Board meetings	Not Applicable
Location of Technical Board meetings	Not Applicable

Risk Management Board	
Buyer Members for Risk Management Board (include details of chairperson)	Not Applicable
Supplier Members for Risk Management Board	Not Applicable
Start Date for Risk Management Board meetings	Not Applicable
Frequency of Risk Management Board meetings	Not Applicable
Location of Risk Management Board meetings	Not Applicable

## 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: Liane Cotterill - [REDACTED]

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: Andy Hunter – [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.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>• Business contact details of Supplier Personnel,</li> <li>• 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.</li> </ul>
Duration of the processing	<i>Through the contract period</i>
Nature and purposes of the processing	<p><i>Processing will include: 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).</i></p> <p><i>The purpose of processing is to support the provision of the service and will include: employment processing, statutory obligation, recruitment assessment etc.</i></p>
Type of Personal Data	<i>Name and Business Contact details</i>
Categories of Data Subject	<i>Supplier and Buyer staff (including volunteers, agents, and temporary workers)</i>



Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>Data will be destroyed at the end of the contract period</i>
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## Attachment 10 – Transparency Reports

Title	Content	Format	Frequency
[Performance]			
[Charges]			
[Key Sub-Contractors]			
[Technical]			
[Performance management]			

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



RM6100-Lots-2-3-and-5-Call-Off-Terms



RM6100-Lots-2-3-and-5-Additional-anc