



**RM6100 Technology Services 3 Agreement Framework
Schedule 4 - Annex 1 – Lot 2 Order Form**

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 16/06/2021 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 <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234>. 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.



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.1.3 the Call Off Terms; and

.1.4 Framework Schedule 18 (Tender).

Section A General information

Contract Details

Contract Reference: Atos-00020.

Contract Title: Data Migration 2023/2024.

Contract Description: Migration data from Network File Shares to SharePoint from on-prem servers.

Contract Anticipated Potential Value: this should set out the total potential value of the Contract [REDACTED] (ex VAT).

Estimated Year 1 Charges: [REDACTED] (ex VAT).

Commencement Date: this should be the date of the last signature on Section E of this Order Form 1st November 2023.

Buyer details

Buyer organisation name
Department of Health and Social Care.

Billing address

Your organisation's billing address - please ensure you include a postcode
39 Victoria Street, Westminster, London, SW1H 0EU [REDACTED]



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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. BC 21276.

Supplier details

Supplier name

The supplier organisation name, as it appears in the Framework Agreement Atos
IT Services UK Limited

Supplier address

Supplier's registered address
Second Floor, Mid City Place, 71 High Holborn, London, United Kingdom, WC1V 6EA

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. Order reference number WR 1722-03 Catalogue reference Atos-00020



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 checked="" 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

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5. SERVICE INTEGRATION AND MANAGEMENT

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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
2	5
3	
5	

Initial Term Months

5

Extension Period (Optional) Months 3

Minimum Notice Period for exercise of Termination Without Cause

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

30



Sites for the provision of the Services

Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third-party premises. Quarry House, Leeds, Victoria Street, London or Remote

The Supplier shall provide the Services from the following Sites: **Buyer Premises:**

Quarry House, Leeds (if required ad hoc)
Victoria Street, London (if required ad hoc)

Supplier Premises:

N/A – Delivery will primarily be through Remote Working

Third Party Premises:

Not Applicable

Buyer Assets

Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms

DHSC EUC

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.

Not Applicable.

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.



information-security-
standard-August2022



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.



Acceptable-Use-Policy-June-2023.docx

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 (£) - £1m per framework

Professional Indemnity Insurance (£) - £1m per framework

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

As set out in Work Request reference WR-1722-03

Goods

Guidance Note: list any Goods and their prices.

Services only

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 to 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 £ Not Applicable; and
- for the purpose of Paragraph 8.2.2, the figure shall be £ Not Applicable

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

Additional Schedules	Tick as applicable
S1: Implementation Plan	✓
S2: Testing Procedures	✓
S3: Security Requirements (either Part A or Part B)	Part A
S4: Staff Transfer	<input type="checkbox"/>
S5: Benchmarking	<input type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input 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

Additional Clauses	Tick as applicable
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:

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.



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.

All resources to be Security Cleared and UK based

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.

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.

Any information related to pricing



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	
Job role/title	
Signature	
Date	

For and on behalf of the Buyer

Name	
Job role/title	
Signature	
Date	

Attachment 1 – Services Specification



The following extract from the RM6100 Catalogue sets out the Services Specification:

Catalogue Item Reference Number:

RM6100-Lot 2-Atos-00020

Lot(s): 2 Transition and Transformation Services

Effective Date: 13th October 2023 Expiry Date:

31st March 2024

Services Description:

Period: 1st November 2023 to 31st March 2024

Project: Migration data from Network File Shares to SharePoint from on-prem servers

Due to the sensitivity of the data, staff are vetted to meet - Security Cleared (SC clearance) standards.

The Supplier provides a Lead contact able to track progress and act as an escalation point for key project stakeholders. Other activities include:

- provision of financial and resource management for the project to work within budget
- management business comms & engagement
- adherence to a pre agreed delivery assurance framework and quality standards
- management of project closure activities including managing service acceptance activities
- review of High-Level Design documentation describing the migration approach
- engagement with MSP ahead of future transfer of project roles
- assistance with IT Security / SIAG review governance
- attendance at client workshops to plan and agree approach
- provision service and support integration
- review of migration runbook
- technical review of source data analysis
- review of migration mapping files

SharePoint / O365

- creation of three PoC SharePoint Sites within client's live tenant
- discovery of NTFS Varonis reporting to create permissions mapping file for destination



SharePoint

- creation of scripts to set permissions ahead of migrations
- conduct migration runs in collaboration with stake holders
- provision of support before and after PoC migration
- auxiliary migration process to host on Azure files
- creation of low-level migration process documentation for end-to-end migration for live migration
- wave migration of data out of hours
- amendment of retention policy
- amendment of conditional cues policy

Wintel

- creation of SharePoint Groups and add users to groups during migration •
Early Life Support trouble shooting of EUC and SPO

Service Improvement

- provision of Service Management SME to support service improvements

Resource provision

Resources are provided by the Supplier to assist a Buyer - led programme.

The resources will work at Buyer direction throughout their assignment.

The resources will be provided on a Time and Materials basis; only days worked will be charged.

The resources will assure successful delivery as far as reasonably possible and raise possible issues that might impact success to the attention of the Buyer.

The Supplier's resources cannot "ensure" (guarantee) delivery as not all factors are in their control.

Attachment 2 – Charges and Invoicing

Part A – Milestone Payments and Delay Payments

Not Used

Part B – Service Charges



Not Used

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

Catalogue Price:

This service is available from the offer start date to the conclusion of the delivery under RM6100L2

Supplier Personnel Rate Card

Profession	Days	Rate	£ Total
Project Manager	■	■	■
Technical Architect	■	■	■
O365 SME	■	■	■
SharePoint SME	■	■	■
Comms & BE Support	■	■	■
Wintel SME	■	■	■
Service Manager	■	■	■
Total			■

Total contract length ■

During the engagement the Buyer can request that days allocated to different resource types are varied within the overall budget (for example O365 SME increased to 45 days, and SharePoint SME decreased to 35 days).

Out-of-Hours working may be requested and out-of-hours days will be charged at the above rates x 1.5, reducing the overall budget and days available accordingly.

Additional resource is available with pricing based on the Supplier's TS3 rate card, as a call-off of time or via an agreed change to the CCS call off contract document.



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Invoicing will be monthly in-arrears based on actual days worked for each resource.

All rates and charges exclude VAT.

Part D – Risk Register

Not Used

Part E – Early Termination Fee(s)

Not used

Attachment 3 – Outline Implementation Plan

Will be agreed by parties upon commencement of the work:

- Concept Design
- Full Development
- System User Testing
- User Readiness for Service
- Implementation
- In Service Support

Attachment 4 – Service Levels and Service Credits

Not Used.

Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

Not Used.

Attachment 6 – Software

Not Used.

Attachment 7 – Financial Distress

Not Used.

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:

- OHID IT Transition Programme Board

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: data_protection@dhsc.gov.uk

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.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Authority is Controller, and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller, and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • All data is owned and governed by the Authority • The supplier does not view the data, merely administrates DHSC cloud services to enable end user access
Duration of the processing	Contract Term
Nature and purposes of the processing	As above
Type of Personal Data	Not Applicable
Categories of Data Subject	Not Applicable
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	Not Applicable

Attachment 10 – Transparency Reports

Not Used

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

Not Used.