

RM6100 Technology Services 3 Agreement Framework Schedule 4 - Annex 1 Lots 2, 3 and 5 Order Form

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 16 June 2021 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "Framework Agreement") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website.

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;
- 12. Attachment 11 Statement of Work template; and
- 13. 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 Reference: con 23204

Contract Title: HM Courts & Tribunals Service (HMCTS)

Service Management Services 3

Contract Description: Service Management Services 3

covering Service Lines:

• Release Management

• Service Design and Service Transition

Product Management for Networks,
 Wi-fi and End User Compute Services

Contract Anticipated Potential Value:

this should set out the total potential value of the Contract

[REDACTED]

Total 3-year Maximum Value £11,874,993.00 (Excluding VAT)

Statements of Work (SOW) will be agreed in the SOW template.

Estimated Year 1 Charges:

[REDACTED]

Commencement Date: this should be the date of the

last signature on Section E of this Order Form

13 January 2024

Buyer details

Buyer organisation name

The Secretary of State for Justice

Buyer's main address:

102 Petty France

London

SW1H9AJ

Billing address

Your organisation's billing address - please ensure you include a postcode.

Ministry of Justice,

SSCL - HM Courts and Tribunal Service

PO Box 745

Newport



Gwent

NP108FZ

Invoices will be sent to <u>APinvoices-CTS-U@gov.sscl.com</u> being the email address for receipt of electronic invoices in PDF format.

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.

Prj 8065

Supplier details

Supplier name

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

Methods Business and Digital Technology Limited

Supplier address

Supplier's registered address

Saffron House, 6-10 Kirby Street London EC1N 8TS

Supplier representative name

The name of the Supplier point of contact for this Order

[REDACTED]

Supplier representative contact details

Email and telephone contact details of the supplier's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

[REDACTED]

Order reference number or the Supplier's Catalogue Service Offer Reference Number



A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.

Not Applicable

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
- 2. TRANSITION & TRANSFORMATION
- 3. OPERATIONAL SERVICES
 - a: End User Services
 - b: Operational Management

X

- c: Technical Management
- d: Application and Data Management
- 5. SERVICE INTEGRATION AND MANAGEMENT

Part B - The Services Requirement



Commencement Date

13 January 2024

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

Extension Period (Optional) Months

24 Months

12 Months

Minimum Notice Period for exercise of Termination Without Cause 30 Days

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

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.

The Supplier shall provide the Services from the following Sites:

Buyer Premises:

[REDACTED]

Supplier Premises:

Not Applicable

Third Party Premises:

Not Applicable

Buyer Assets

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

The Buyer's equipment to be supplied for this Call-Off Contract includes:

[REDACTED]

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.

As per Attachment 1 Services Specification

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.

HTTPS://SECURITY-GUIDANCE.SERVICE.JUSTICE.GOV.UK/#CYBER-AND-TECHNICAL-SECURITY-GUIDANCE



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

See link above.

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.

[REDACTED]

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

The Buyer is responsible for

[REDACTED]

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	x
Part B – Long Form Governance Schedule	

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	x
Part B – Long Form Change Control Schedule	

The Part selected above shall apply this Contract.

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.



[REDACTED]

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.

[REDACTED]

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.

[REDACTED]

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



Service

Name	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]

For and on behalf of the Buyer

Name	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]



Attachment 1 - Services Specification

The following documents are embedded into the electronic version of this Order Form and hereby incorporated into the Call-Off Agreement by reference:

[REDACTED]

SCOPE OF REQUIREMENT

This requirement is for a two-year contract (SMS3) which includes the three remaining Service Lines. These Service Lines are:

- Release Management
- Service Design and Service Transition
- Product Management for Networks, Wi-fi and End User Compute Services.

The Supplier will work closely with our Civil Servant teams across DTS including Live Operations, who own and manage this contract.

Work will be outlined, defined, delivered, and completed as distinct SOW covering set time scales throughout the duration of the contract, these SOW will be agreed with the Supplier and will include specific outcomes and acceptance criteria.

The Service Lines to be delivered (as part of these requirements) are:

Release Management Services

Service Design and Transition ServicesREDACTED

Product Management Services for Networks, Wi-fi and End User Compute Services.

[REDACTED]



Attachment 2 - Charges and Invoicing

Part A - Milestone Payments and Delay Payments

Where agreed in Statements of Work they will include a table in the format below:

#	Milestone Description	Milestone Payment amount (£GBP)	Milestone Date	Delay Payments (Where Milestone) (£GBP per day)
M1	[insert description]	[insert amount]	[insert date as per Outline Implementation Plan]	[insert amount]
M2				
МЗ				

Part B - Service Charges Year 1 & 2

[REDACTED]

Service Charges Year 3

[REDACTED]

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

Not Applicable

Staff Grade	Day Rate (£)



Part D – Risk Register Not Applicable

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	Descripti on of risk	Timing	Likelihood	Impact (£)	Impact (descriptio n)	Mitigation (description)	Cost of mitigation	Post- mitigation impact (£)	Owner

Part E – Early Termination Fee(s)

Not Applicable



Attachment 3 – Outline Implementation Plan

Not Applicable



Attachment 4 - Service Levels and Service Credits

Service Levels and Service Credits

[REDACTED]

Service Credit Cap

[REDACTED]

Critical Service Level Failure
Not Applicable



Attachment 5 - Key Supplier Personnel and Key Sub-Contractors

[REDACTED]

Part A - Key Supplier Personnel

[REDACTED]

Part B - Key Sub-Contractors

None



Attachment 6 - Software

Not Applicable

- 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 Not Applicable

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

[REDACTED]



Attachment 8 - Governance

PART A - SHORT FORM GOVERNANCE

[REDACTED]

PART B – LONG FORM GOVERNANCE
Not Applicable



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

[REDACTED]



Attachment 10 – Transparency Reports





Attachment 11 – Statement of Work Template

The following document: is embedded into the electronic version of this Order Form and hereby incorporated into the Call-Off Agreement by reference:

Statement of Work template





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

[REDACTED]