



**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

Ministry of Defence

Billing address

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

Ministry of Defence, DBS Finance, Walker House, Exchange Flags, Liverpool, L2 3Y

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

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[REDACTED]

Supplier details

Supplier name

The Supplier organisation name, as it appears in the Framework Agreement
PA Consulting Services Limited

Supplier address

Supplier's registered address
10 Bressenden Place, London, SW1E 5DN

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

700982369

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 | <input checked="" 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"/> |

Customer project reference

Please provide the customer project reference number.

700982369

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*

04/08/2021

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d: Application and Data Management ☐

4. PROGRAMMES & LARGE PROJECTS

a. OFFICIAL ☐

a. SECRET (& above) ☐

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
2	36 (3)	-	3
3	60 (5)	-	5
4	60 (5) *	12 + 12 = 24 (1 + 1 = 2)	7 (5+1+1) *

* There is a minimum 5 year term for this Lot

Call Off Initial Period Months
15

Call Off Extension Period (Optional) Months
21

Minimum Notice Period for exercise of Termination Without Cause 30 days
(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

DEFCON 76 (Edn 12/06) - Contractors Personnel at Government Establishments
 DEFCON 129J (Edn 18/11/16) - The use of the Electronic Business Delivery Form
 DEFCON 501 (Edn 11/17) - Definitions and Interpretations
 DEFCON 502 (Edn 5/17) - Specification Changes
 DEFCON 522 (Edn 11/17) - Payment and Recovery of Sums Due
 DEFCON 524 (Edn 2/20) - Rejection
 DEFCON 525 (Edn 10/98) - Acceptance
 DEFCON 531 (Edn 11/14) - Disclosure of Information
 DEFCON 550 (Edn 2/14) - Child Labour and Employment Law
 DEFCON 602B (Edn 12/06) - Quality Assurance (without Quality Plan)
 DEFCON 611 (Edn 02/16) - Issued Property
 DEFCON 620 (Edn 05/17) - Contract Change Control Procedure
 DEFCON 632 (Edn 08/12) - Third Party Intellectual Property Rights and Restrictions
 DEFCON 647 (Edn 4/19) - Financial Management Information
 DEFCON 658 (Edn 10/17) - Cyber
 DEFCON 659A (Edn 02/17) Security Measures
 DEFCON 660 (Edn 12/15) - Official – Sensitive Security Requirements

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DEFCON 694 (Edn 7/18) - Accounting for property of the Authority
DEFCON 703 (Edn 08/13) - Intellectual Property Rights Vesting in the Authority
DEFSTAN 05-138 - Cyber Security for Defence Suppliers

For the purposes of this Contract Clause 22 does not apply, DEFCON 703 is included and the below clause also applies to this Contract.

1. The Contractor shall take all necessary measures to irrevocably and unconditionally waive in favour of the Authority any and all moral rights and all other non-assignable rights conferred on the Contractors employees and sub-contractors in-respect of any copyright work created in carrying out the Contract. On request, the Contractor shall demonstrate to the Authority's satisfaction that, where it has sub-contracted work under the Contract, it has secured that any and all moral rights in any copyright work created by the Contractors employees and its sub-contractors has been irrevocably and unconditionally waived in favour of the Authority.
2. For the purposes of DEFCON 703 "Background IPR" means any intellectual property rights, including patents or registered designs granted in respect of any patent or registered design applications, made before the date of issue of the Authority's first written ITN for the Contract and any such applications made after that date in respect of inventions or designs first reduced to writing by the inventor(s) or designer(s) before that date or any intellectual property rights which have otherwise been developed independently of the Contract (whether prior to the date of the ITN or otherwise). To the extent any Results delivered in accordance with DEFCON 703 makes any use of, or relies in any way on Background IPR supplied by Contractor (or Background IPR supplied by the Contractor is necessary or desirable to be able to use all or any part of the Results), the Contractor hereby provides the Authority a non-exclusive, irrevocable, worldwide, transferable, sub-licensable, royalty-free license to use such Background IPR for the purposes of exercising its rights in relation to the Results including the right to publish.

The Cyber Risk Assessment for this requirement is **Moderate REFERENCE: RAR-V6EBYQXA** please ensure that you complete the assessment to ensure you are fully compliant. Supplier to provide valid Cyber Essentials Plus Certificate. If supplier cannot meet standard, an improvement plan is required. Defcon 658 and Def Stan 05-138 are incorporated into this contract at Part B.

Authorisation by the Crown for use of Third Party Intellectual Property Rights. Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

Controlled Information

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1. This Condition shall apply in addition to and notwithstanding DEFCON 531 (Disclosure of Information) or any other confidentiality condition of the Contract.
2. For the purposes of this Condition 'Controlled Information' shall mean any information in any written or tangible form which is disclosed to the Contractor by or on behalf of the Authority under or in connection with the Contract, and which is identified by the legend 'Controlled Information' or other approved legend notified to the Contractor. Controlled Information shall exclude information provided by oral communication.
3. The Contractor shall:
 - a. hold the Controlled Information and not use it other than for the purpose of discharging its obligations under the Contract;
 - b. not copy the Controlled Information except as strictly necessary for the purpose of discharging its obligations under the Contract;
 - c. not disclose the Controlled Information to any third party unless so authorised in writing beforehand by the Authority;
 - d. protect the Controlled Information diligently against unauthorised access and against loss; and,
 - e. act diligently to ensure that:
 - (1) Controlled Information is disclosed to its employees only to the extent necessary for the purpose of discharging its obligations under the Contract;
 - (2) employees to whom Controlled Information is disclosed are made aware of and required to comply with the terms of this Condition.
4. Where Controlled Information is provided to the Contractor, it shall:
 - a. compile a register of that Controlled Information, which shall include explicit description of the Controlled Information, a record of the number of copies made and a record of all access to the Controlled Information including access to any copies of the Controlled Information.
 - b. maintain this register for the duration of the Contract and for two years following completion of the Contract.
 - c. make the register of access available to the Authority upon reasonable notice for inspection and audit for so long as it is required to be maintained under this Condition; and,
 - d. at the completion of the Contract, return to the Authority all original and duplicate copies of the Controlled Information, or else at the Authority's option destroy these copies and provide a certificate of destruction to the Authority.
5. This Condition shall not diminish or extinguish any right of the Contractor to copy, use or disclose any other information to the extent that it can show:
 - a. that the information concerned was or has become published or publicly available for use without breach of any provision of the Contract or any other agreement between the parties;
 - b. that the information was already known to it (without restrictions on disclosure or use) prior to receiving it under or in connection with the Contract;
 - c. that the information concerned was lawfully provided by a third party without restriction on use or further disclosure; or
 - d. from its records, that the information was derived independently of the Controlled Information; to the extent that copying use or disclosure of this other information shall not disclose its relationship to any Controlled Information.

Customer's ICT and Security Policy

Where the Supplier is required to comply with the Customer's ICT Policy and Security Policy then append to this Order Form as a clearly marked document

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Security Management Plan

Where the Supplier is required to provide the Customer with the Security Management Plan then append to this Order Form as a clearly marked document

The BMfS Security Management Plan (SMP) at Annex D shall apply.

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.

As detailed in Annex A Statement of Requirements (SOR).

Location/Site(s) for provision of the Services

Contractors own premises with attendance at Abbey Wood as and when required.

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).

☐

C: Call Off Guarantee

☐

D: Relevant Convictions

☐

E: Security Requirements

☒

A3: Staff Transfer

A4: Exit Management

F: Collaboration Agreement

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

☐

A: PROJECTS - Optional

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A1: Testing	<input type="checkbox"/>		
A2: Key Personnel	<input checked="" type="checkbox"/>	G: Security Measures	<input type="checkbox"/>
B: SERVICES - Optional <i>Only applies to Lots 3 and 4a and 4b</i>			
B1: Business Continuity and Disaster Recovery	<input type="checkbox"/>	H: MOD Additional Clauses	<input checked="" type="checkbox"/>
B2: Continuous Improvement & Benchmarking	<input type="checkbox"/>	Alternative Clauses	
B3: Supplier Equipment	<input type="checkbox"/>	<i>To replace default English & Welsh Law, Crown Body and FOIA subject base Call Off Clauses</i>	
B4: Maintenance of the ICT Environment	<input type="checkbox"/>	<i>Tick any applicable boxes below</i>	
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.
– Not Applicable

Organisations required to collaborate
(Collaboration Suppliers)
Click here to enter text.

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 *insert right*

OR

An executed Collaboration Agreement from the Supplier has been provided to the Customer and is attached to this Order Form.

tick box (right) and append as a clearly marked complete document

Click here to enter text.

☐

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 – Not Applicable

Supplier Software

Third Party Software

Click here to enter text.

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ick here to enter text.

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

Not Applicable

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.

Please refer to Annex B Payment Schedule

Contract Authority note: The total contract value shall consist of these elements:

- a) Firm Concept Phase Deliverables at £3,795,000.00 ex VAT;
- b) Optional tasking call offs at a value to be agreed post-award (if required); and
- c) Optional extension at a value to be agreed post-award (if required).

The total value of elements a) plus b) will be capped at £16,400,000.00 ex-VAT. The value of element c) cannot be estimated at award and therefore any cap related to its value will be notified post-award.

Undisputed Sums Limit (£)

Insert right (see Call Off Clause 31.1.1)

£1.5M.

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

3,795,000.00 ex-VAT (excludes optional tasking)

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 (£)

N/A

Professional Indemnity Insurance (£)

N/A

Transparency Reports (see Call Off Schedule 6)

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

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

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)

Not required

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)

Not required see
SOR for
mobilisation
requirements

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.



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)

Click here to
enter text.

Where applicable insert right

Disaster Period (calendar days)

Click here to
enter text.

GDPR (see Call Off Clause 23.6)

Where a specific Call Off Contract requires the inclusion of GDPR data processing provisions, please complete and append Call Off Schedule 7 to this order form. This Schedule can be found in the Call Off Contract on the RM3804 CCS webpage

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

Click here to
enter text.

Y – Period (Months)

Where applicable insert right

Click here to
enter text.

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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

Not applied

Customer Responsibilities

List below or append as a clearly marked document

Listed in "Assumptions & Decencies" tab of Annex B Payment Schedule.

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

[Click here to enter text.](#)

Other CCS framework agreement(s) to be used

[Click here to enter text.](#)

SERVICE LEVELS AND SERVICE CREDITS (see Part A of Call Off Schedule 3) – Not Applicable

For performance management provisions refer to Annex B.



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.

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*

[Click here](#) to enter text.



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.

As stated in Annex B.

Order Form Annexes

A – Statement of Requirements

A1 – Security Aspects Letter

A2 – UK Official and UK Official-Sensitive Contractual Security Conditions

B – Annex B Payment Schedule

C – Task Process

D - BMfS Security Management Plan (SMP)



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	