

**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 28<sup>th</sup> April 2023 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;
- .1.3 the Call Off Terms; and

.1.4 Framework Schedule 18 (Tender).

## Section A

### General information

Contract Details	
Contract Reference:	C24942
Contract Title:	Engineering App Teams
Contract Description:	Engineering teams to develop applications, platforms and for application support (Including Out of Hours support i.e. 24x7).
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	£9,950,000
Estimated Year 1 Charges:	£9,950,000.
Commencement Date: this should be the date of the last signature on Section E of this Order Form	28 <sup>TH</sup> April 2023

#### Buyer details

##### Buyer organisation name

The Secretary State of the Home Department

##### Billing address

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

The Secretary State of the Home Department

2 Marsham Street

London

SW1P 2DF

##### Buyer representative name

Nethmee Abeywickrama

##### Buyer representative contact details

Email: REDACTED TEXT under FOIA Section

Phone: REDACTED TEXT  
d FOIA S ti

##### Buyer Project Reference

Please provide the customer project reference number.

[Click here to enter text.](#)

#### Supplier details

**Supplier name**

BAE Systems Applied Intelligence Limited

**Supplier address**

Waterside House  
Surrey Research Park  
Guildford  
Surrey  
GU2 7YP  
England

**Supplier representative name**

REDACTE

**Supplier representative contact details****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.

[Click here to enter text.](#)

**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 type="checkbox"/> |
| d: Application and Data Management       | X                        |
| 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 months

#### Extension Period (Optional) Months

This Call-off Contract can be extended by the Buyer for [2] period(s) of up to 6 months each, by giving the Supplier 30 days' written notice before its expiry.

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

(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:**

The Supplier shall provide the Services from the following Sites:

**Buyer Premises:**

Home Office Croydon Campus (Lunar House, Metro Point)

**Supplier Premises:**

BAE Systems Applied Intelligence Limited, Waterside House, Surrey Research Park, GU2 7YP

**Third Party Premises:**

London Gatwick Office

In addition, remote working (UK only).

**Buyer Assets**

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

- (1) Hardware including but not limited to desktops, laptops, mobile phones, SIM phone cards must be accepted, used, protected and maintained in line with the Home Office policies and the Supplier must ensure the integrity and security of this and all information in the Home Office policies.
- (2) All Buyer data and information seen, written, visual and verbal must be treated as Buyer information and shall be protected and maintained at all times in line with the Home Office policies.
- (3) All Home Office documentation shall belong to the Buyer and must not be copied/amended/ shared outside the Programme or over non-secure media as listed by the Buyer without the explicit permission of the Buyer.
- (4) All development artefacts such as code and scripts shall belong to the Buyer and must not be copied/amended/ shared outside the Home Office.

**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.*

The Supplier is required to comply with the Customer's ICT Policy and Security Policy.

**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.*

Refer to Buyer Security Policy 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.*

Third Party Public Liability Insurance (£) – £5m

Professional Indemnity Insurance (£) - Not Applicable

### Buyer Responsibilities

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

(1) The Buyer shall use reasonable endeavours to allow the Supplier access, including out-of-hours access, to Buyer premises where delivery is based.

(2) Name and contact details of the key stakeholders and appropriate introduction.

(3) Assistance with resolving stakeholder availability issues if required.

(4) Support the Supplier in execution of ad-hoc governance forums to deal with specific delivery challenges as they occur.

(5) The Buyer shall use reasonable endeavours to ensure the availability and engagement of any third-party supplier, where required, to assist the Supplier in providing the Services.

(6) Security clearance requests (volume to be assessed and agreed on an ongoing basis) shall be expedited in a timely fashion once the necessary information is provided to the Buyer.

(7) The Buyer shall retain the commercial and contractual relationship with all 3rd parties. If a Collaboration Agreement is required, then all parties shall act in compliance with it.

(8) In respect of the 'compliance with laws' requirement under the Technology Services 3 contract, the Supplier shall comply with laws that apply to the Supplier as a provider of IT services, independently of the provision of services.

### 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 £[insert details]; and
- for the purpose of Paragraph 8.2.2, the figure shall be £[insert details].

## 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	<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 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.*

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**

### **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.*

*[insert details of any agreed Supplier Confidential Information which is commercially sensitive in nature]*

## 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 TEXT d FOIA
Job role/title	Commercial Manager
Signature	REDACTED TEXT under FOIA Section
Date	28 April 2023

##### For and on behalf of the Buyer

Name	REDACTED TEXT under FOIA Section
Job role/title	Associate Commercial Specialist
Signature	REDACTED TEXT under FOIA Section
Cd Date	2nd May 2023

**Attachment 1** REDACTED TEXT under FOIA Section





## Attachment 2 – Charges and Invoicing

### Part A – Milestone Payments and Delay Payments

Not Applicable

### Part B – Service Charges

Not Applicable

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

Staff Grade	Day Rate (£) (excl. VAT)
REDA	RED
	ACT
	ED
	TEX
	I
	unde
	f
	FOIA
	Secti
	on

## **Part D – Risk Register**

**Managed at programme level**

## **Part E – Early Termination Fee(s)**

[Insert calculation for any early termination fee(s) – see Call-Off Terms Clause 36.2.1.]

### **Attachment 3 – Outline Implementation Plan**

Refer to work package



## Attachment 4 – Service Levels and Service Credits

*[Guidance Note: The following are included by way of example only. Procurement-specific Service Levels should be incorporated]*

### **Service Levels and Service Credits**

Not Applicable

**Critical Service Level Failure**  
**Not Applicable**

## **Attachment 5 – Key Supplier Personnel and Key Sub-Contractors**

- .1.5 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**

Not Applicable.

### **Part B – Key Sub-Contractors**

Not Applicable



## **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**

**Not applicable**

### **Part B – Third Party Software**

The Third Party Software shall include the following items:

Not Applicable

## 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

Not Applicable

### 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	REDACTED TEXT d. FOIA
Supplier Members for the Operational Board	
Frequency of the Operational Board	REDACTED TEXT
Location of the Operational Board	REDACTED TEXT under FOIA 2. (b)

### PART B – LONG FORM GOVERNANCE

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: **[Insert Contact details]**

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: REDACTED TEXT under FOIA Section . The Supplier requests that where possible, initial communication regarding data protection is via the Supplier's Account Manager, REDACTED TEXT

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><b>[The Authority is Controller and the Supplier is Processor]</b></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"> <li>The Authority is the Controller and the Supplier is a Processor for all the data set out in the "Types of Personal Data" section below Schedule 2</li> <li>No personal data as defined for each category of personal data will be held on Supplier Devices or Supplier Networks</li> <li>Access to personal data is not guaranteed and only arises if support scenarios present themselves in this case, access to personal data is incidental</li> </ul>
Duration of the processing	<b>For the duration of the contract</b>
Nature and purposes of the processing	<p>The Home Office processes personal information to provide for the administration and effective handling of the actions required, these include, but is not limited to: immigration including visa applications, nationality including citizenship applications and border functions (both in to and out of the UK, Customs Duties, policing databases to assist in the detection, investigation and prevention of crime; data that is held and processed for policing and judicial purposes-in order to provide investigative policing which includes detection of crime, apprehension and prosecution of offenders and the maintenance of law and order; the protection of the UK and UK citizens from terrorism; personal information that is held and processed in order to support criminal and coronial</p>

	<p>proceedings relating to major historic enquiries; personal information that is processed with regard to the prevention and detection of fraud; personal information used to verify an identity; the undertaking of statistical and analytical analysis, and the fulfilment of legal requirements and responsibilities. The processing is not consent based due to the nature of the data held and the purposes for processing.</p> <p>Specifically, the nature and processing for the Supplier is in order to facilitate these actions and to also inform the delivery of the Digital Services at the Border.</p> <p>REDACTED TEXT under FOIA Section</p>
Type of Personal Data	<p>Access to personal data is not guaranteed and only arises if support scenarios present themselves in this case, access to personal data is incidental</p> <ol style="list-style-type: none"> <li>1. Travel Document Information (TDI) data collected at the immigration control; information contained in the machine-readable zone of a passport or travel document, includes: Full name, gender, date of birth, nationality, type of travel document, travel document number, travel document issuing state, travel document expiry date and images</li> <li>2. Operational instructions for the purposes of protecting and securing the UK border; individuals to be declined entry to the UK may formulate such instruction sets.</li> <li>3. Fingerprint collected from the passenger at the Primary Control Point (PCP).</li> <li>4. Information presented by the Home Office Border Force Warnings Index System and Helios System: <ol style="list-style-type: none"> <li>a. Headline data of Watchlist / Threat data. (which could include in addition to the TDI above: address, build, distinguishing features, organisation name, complexion, ethnicity, identification marks, language, marital status, NPIN, place of birth, religion)</li> <li>b. INTERPOL's database of stolen and lost travel documents</li> <li>c. The United Nations' Security Council / Council of the European Union international travel ban list (July 2016: over 1300 individuals currently subjected to international travel ban).</li> </ol> </li> </ol> <p>System and user audit data (logs collected for protective monitoring purposes).</p>



Categories of Data Subject	<b><i>Members of the public</i></b>
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	Data is not held, only viewed and used for analysis on Home Office-supplied devices (POISE devices) when required. <b>Data is not held or transferred to BAE Systems network or devices.</b>

## **Attachment 10 – Transparency Reports**

Not Applicable

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

The following clause from the call off contract **does not apply to this contract**:  
Clause 23.4.4 of the Framework Agreement :

23.4.4 REDACTED TEXT under FOIA Section