**RM6100 Technology Services 3 Agreement**

**Framework Schedule 4 - Annex 1**

**Lot 3b 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 [RM6100 Technology Services 3](https://www.crowncommercial.gov.uk/agreements/RM6100). 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 – Buyer Responsibilities;
13. Attachment 12 – Call Off Tender Response; and
14. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.

The Order of Precedence shall be (from first to last):

### the Framework, except Framework Schedule 18 (Tender);

### the Order Form, except Attachment 12 – Call Off Tender Response;

### the Call Off Terms; and

### Attachment 12 – Call Off Tender Response; and

### Framework Schedule 18 (Tender).

**Section A**

**General information**

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| **Contract Details** | |
| **Contract Reference:** | CCIS24A03 |

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| **Contract Title:** | Provision of ICT Managed Services |

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| **Contract Description:** | The Provision of ICT Managed Services to Sefton Council. |

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| **Contract Anticipated Potential Value:** this should set out the total potential value of the Contract | £21,336,890. 00 (exc VAT)  It should be noted that volumes of schools and project services are not guaranteed |

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| **Estimated Year 1 Charges:** | £4,267,378.00 (exc VAT)  It should be noted that volumes of schools and project services are not guaranteed |

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| **Commencement Date:** this should be the date of the last signature on Section E of this Order Form | Commencement Date 9 May 2025.  Operational services will commence on 1 October 2025 |

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| **Buyer details** |
| **Buyer organisation name**  Sefton Metropolitan Borough Council |

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| **Billing address**  SEFTON MBC  PO BOX 315  RUNCORN  WA7 9BX  seftoninvoices@sefton.gov.uk |

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| **Buyer representative name**  **REDACTED TEXT under FOIA Section 40, Personal Information** |

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| **Buyer representative contact details**  Magdalen House, 30 Trinity Road, Bootle L20 3NJ  E-mail: **REDACTED TEXT under FOIA Section 40, Personal Information** |

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| **Buyer Project Reference**  CCIS24A03 |

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| **Supplier details** |
| **Supplier name**  Agilisys Ltd |

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| **Supplier address**  **REDACTED TEXT under FOIA Section 43 Commercial Interests**. |

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| **Supplier representative name**  **REDACTED TEXT under FOIA Section 40, Personal Information** |

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| **Supplier representative contact details**  **REDACTED TEXT under FOIA Section 40, Personal Information** |

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| **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. |

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| **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  Agilisys Holdings Limited |

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| **Guarantor Company Number**  Guarantor’s registered company number  03789926 |

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| **Guarantor Registered Address**  Guarantor’s registered address  **REDACTED TEXT under FOIA Section 43 Commercial Interests**. |

**Section B**

**Part A – Framework Lot**

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| **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 | N/A |
| 1. TRANSITION & TRANSFORMATION | N/A |
| 1. OPERATIONAL SERVICES |  |
| a: End User Services | N/A |
| b: Operational Services | X |
| c: Technical Management | N/A |
| d: Application and Data Management | N/A |
| 1. SERVICE INTEGRATION AND MANAGEMENT | N/A |

**Part B – The Services Requirement**

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| **Commencement Date**  See above in Section A  Services other than Implementation related services will commence on 1 October 2025 |

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| **Contract period** | | |
| **Initial Term** Months  48 | **Extension Period (Optional)** Months  12 | |
| **Minimum Notice Period for exercise of Termination Without Cause** | | 18 months |

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| **Nature of Services:**  As set out in Attachment 1 Services Description and Attachment 12 Call Off Tender Response |
| **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 location of the Services will be carried out at multiple Buyer sites, including remotely, to deliver the Services, however, the main office base for provision of the Services will be at Magdalen House, 30 Trinity Road, Bootle, L20 3NJ.  **Supplier Premises:**  **REDACTED TEXT under FOIA Section 43 Commercial Interests**.  **Third Party Premises:**  Schools and third-party data centre locations as notified by the Buyer from time to time |

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| **Buyer Assets:**  *Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms*  As set out in Attachment 1 Services Specification |

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| **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.*  The Supplier shall meet the standards set out in the following Paragraphs of the Services Specification:  Paragraphs 1.4, 1.5, 1.6, 1.7, 1.8, 1.9, 1.10.1.17, 9.1 and 10 |

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| **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.*  Please refer to Call Off Terms Additional Schedule S3 |

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| **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.* |

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| **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 (£) – £10 Million  Professional Indemnity Insurance (£) - £5 Million  The Supplier shall meet its insurance obligations under applicable Law in full, including, UK employers’ liability insurance and motor third party liability insurance provided always that in the case of Employers Liability Insurance the Supplier shall take out and maintain Employer’s Liability Insurance with a limit of indemnity of £10,000,000 in respect of any one occurrence the number of occurrences being unlimited in any annual period. |

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| **Buyer Responsibilities**  *Guidance note: list any applicable Buyer Responsibilities below*  As set out in Attachment 11 |

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| **Goods**  *Guidance Note: list any Goods and their prices.*  Not Applicable |

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| **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 |  | | Part B – Long Form Governance Schedule | X |   The Part selected above shall apply this Contract. |

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| **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 |  | | Part B – Long Form Change Control Schedule | X |   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 £1,300; and * for the purpose of Paragraph 8.2.2, the figure shall be £6,500. |

**Section C**

**Part A - Additional and Alternative Buyer Terms**

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| **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 | Yes | | S2: Testing Procedures | Yes | | S3: Security Requirements (either Part A or Part B) | Part A N/A or Part B Yes | | S4: Staff Transfer | Yes | | S5: Benchmarking | Yes | | S6: Business Continuity and Disaster Recovery | Yes | | S7: Continuous Improvement | Yes | | S8: Guarantee | Yes | | S9: MOD Terms | N/A |   **Part B – Additional Clauses**  *Guidance Note: Tick any applicable boxes below*   |  |  | | --- | --- | | **Additional Clauses** | **Tick as applicable** | | C1: Relevant Convictions | Yes | | C2: Security Measures | N/A | | C3: Collaboration agreement | N/A |   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 | N/A | | Northern Ireland Law | N/A | | Joint Controller Clauses | N/A |   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**

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| **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 TEXT under FOIA Section 43 Commercial Interests**. |

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| **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.*  Merseyside Pension Fund  7th Floor Castle Chambers  43 Castle Street  Liverpool  L2 9SH |

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| **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.*  *As the service involves provision of support to schools, any conviction which would prejudice working on or from a similar site as children* |

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| **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 Daysfrom the Commencement Date:  Not Applicable |

**Section D**

**Supplier Response**

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| **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.*  Pricing (except to the extent that this must be disclosed in the contract award notice or to comply with the Buyer's transparency requirements) especially the way in which the Supplier has arrived at the aggregate contract price, any information revealing the different constituent elements of the aggregate contract price, day rates. Information relating to the Supplier’s costs. Information as to the proposed level of discounts offered. The Supplier’s (or any member of the Supplier’s group’s) intellectual property. All information that is not in the public domain relating to the Supplier’s (or any member of the Supplier’s group’s) intellectual property rights, solution design and methodologies including all templates, method statements, workshop agendas, detailed implementation plans and resourcing profiles. Any product or service roadmaps relating to potential future developments. Information relating to vulnerabilities including security vulnerabilities. Any security test results. Information not in the public domain relating to the Supplier group’s business or investment/ divestment plans, financial standing Information not in the public domain relating to any litigation or disputes not involving the Buyer that the Supplier group is a party to. Details of the Supplier’s suppliers, partners and sub-contractors and technology used to provide the Services (except to the extent that this must be disclosed in the contract award notice or to comply with the Buyer's transparency requirements) Terms and conditions of employees. Details of the Supplier’s insurance arrangements |

**Section E**

**Contract Award**

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100. IN WITNESS of which this Call Off Contract (including all of the Schedules which form part of it) has been executed by the Parties as a Deed and is intended to be and is delivered on the date first above written.

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| **SIGNATURES** |

**For and on behalf of the Supplier**

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| --- | --- |
| Name | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Job role/title |  |
| Signature | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Date |  |

**For and on behalf of the Buyer**

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| --- | --- |
| Name | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Job role/title |  |
| Signature | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Date |  |

**Attachment 1 – Services Specification**

**REDACTED TEXT under FOIA Section 43 Commercial Interests**.

**Attachment 2 – Charges and Invoicing**

**Part A - Milestone Payments and Delay Payments**

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| **#** | **Milestone Description** | **Milestone Payment amount (£GBP)** | **Milestone Date** | **Delay Payments (where Milestone) (£GBP per day)** |
| M3 | HR -  HR/TUPE Activities completed | £0 | N/A | N/A |
| M6 | Service Commencement -  Completion of all tasks in transition plan. | £0 | 1st October 2025. | £6,824 per calendar day (assuming 365 days in a calendar year) |
| M7 | Service Delivery. All Service Management process deployment activities completed:   1. ICT Service status display in place in accordance with Paragraph 7.2(a) of the Service Specification. 2. IT Services Reports signed off by the Buyer in accordance with Paragraph 12 of the Service Specification. 3. Continual Service Improvement Plan in place agreed by the Buyer in accordance with Paragraph 1.3(a) of the Service Specification. 4. Security improvement plan in place agreed by the Buyer. | £0 | 1. 26th November 2025 2. 1st November 2025 3. 26th November 2025 4. 26th November 2025 |  |
| **For the avoidance of doubt, no implementation charges are payable** | | | | |

**Part B – Service Charges**

**REDACTED TEXT under FOIA Section 43 Commercial Interests**.

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

**REDACTED TEXT under FOIA Section 40, Personal Information**

**Part D - Risk Register**

Not Used

**Part E – Early Termination Fee(s)**

1. Early Termination Fee
   1. If this Contract is terminated by the Buyer pursuant to Clause 35.1.9 (*Termination Without Cause*), the Buyer shall pay the Supplier the following payments (which shall be the Supplier's sole remedy for the termination of this Contract):
      1. the Termination Payment; and
      2. the Compensation Payment, if the period from (but excluding) the date that the Termination Notice is by the Buyer pursuant to 35.1.9 (*Termination Without Cause*) to (and including) the date of termination (“**Termination Date**") is less than eighteen months,

in accordance with the payment terms set out in Schedule 2 (Charges and Invoicing).

1. Termination Payment
   1. The Termination Payment shall be an amount equal to the aggregate of the Breakage Costs Payment and the Unrecovered Payment.
2. Breakage Costs Payment
   1. The Supplier may recover through the Breakage Costs Payment only those costs incurred by the Supplier directly as a result of the termination of this Contract which:
      1. would not have been incurred had this Contract continued until expiry of the Initial Term, or in the event that the Term has been extended, the expiry of the Extension Period;
      2. are unavoidable, proven, reasonable, and not capable of recovery;
      3. are incurred under arrangements or agreements that are directly associated with this Contract;
      4. are not Contract Breakage Costs relating to contracts or Sub-contracts with Affiliates of the Supplier; and
      5. relate directly to the termination of the Services.
3. Limitation on Breakage Costs Payment
   1. The Breakage Costs Payment shall not exceed the lower of:
      1. the relevant limit set out in the table below;
      2. 120% of the estimate for the Breakage Costs Payment set out in any relevant termination estimate which the Buyer may request at any time, the first of which shall be provided by the Supplier within 20 Working Days of the Commencement Date. Such estimate shall be an accurate written estimate of the Termination Payment and the Compensation Payment that would be payable by the Buyer based on a postulated termination date as provided by the Buyer (“**Termination Estimate**”); and
      3. the value attributable to the Breakage Costs Payment had the Contract continued until its expiry.
4. Contract Breakage Costs
   1. The Supplier shall be entitled to Contract Breakage Costs only in respect of any third party contracts or Sub-contracts which:
      1. are not assigned or novated to a Replacement Supplier at the request of the Buyer in accordance with Schedule 10 (*Exit Management*); and
      2. the Supplier can demonstrate:
         1. are surplus to the Supplier’s requirements after the Termination Date, whether in relation to use internally within its business or in providing services to any of its other customers; and
         2. have been entered into by it in the ordinary course of business.
   2. The Supplier shall seek to negotiate termination of any third party contracts or Sub-contracts with the relevant third party or Sub-contractor (as the case may be) using all reasonable endeavours to minimise the cancellation or termination charges.
   3. Except with the prior written agreement of the Buyer, the Buyer shall not be liable for any costs (including cancellation or termination charges) that the Supplier is obliged to pay in respect of:
      1. the termination of any contractual arrangements for occupation of, support of and/or services provided for Supplier premises which may arise as a consequence of the termination of this Contract; and/or
      2. Assets not yet installed at the Termination Date.
5. Unrecovered Payment
   1. The Unrecovered Payment shall not exceed the lowest of:
      1. the relevant limit set out in Annex 1;
      2. 120% of the estimate for the Unrecovered Payment set out in any relevant Termination Estimate; and
      3. the Charges that but for the termination of this Contract would have been payable by the Buyer had the Contract continued until its expiry in accordance with Schedule 2 (*Charges and Invoicing*).
   2. The Supplier agrees to use all reasonable endeavours to minimise and mitigate Contract Breakage Costs, Redundancy Costs and Unrecovered Costs
6. Compensation Payment
   1. The Compensation Payment shall be an amount equal to the total forecast Charges over the Shortfall Period multiplied by the Anticipated Contract Life Profit Margin.
   2. For the purposes of Paragraph 7.1, the “Shortfall Period” means a number of days equal to the number of days by which the notice given falls short of eighteen months; but in each case subject to the limit set out in Paragraph 7.2.
   3. The Compensation Payment shall be no greater than the lower of:
      1. the relevant limit set out in in the table below;
      2. 120% of the estimate for the Compensation Payment set out in the relevant Termination Estimate;
      3. the value attributable to Compensation Payment had the Contract continued until its expiry.
7. Full and Final Settlement
   1. Any Termination Payment and/or Compensation Payment paid under this Contract shall be in full and final settlement of any claim, demand and/or proceedings of the Supplier in relation to any termination by the Buyer pursuant to Clause 35.1.9 (*Termination Without Cause*) and the Supplier shall be excluded from all other rights and remedies it would otherwise have been entitled to in respect of any such termination.

**Attachment 3 – Outline Implementation Plan**

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| **#** | **Milestone** | **Deliverables**  **(*bulleted list showing all Deliverables (and associated tasks) required for each Milestone*)** | **Duration**  **(*Working***  ***Days*)** | **Milestone**  **Date** |
| M1 | Milestone 1 Planning | Supplier delivery of the Detailed implementation plan for approval, which should include a detailed transition plan as appropriate. | 2 |  |
| M2 | Milestone 2 Security | Supplier delivery of the ISMS for approval by the Buyer. | 20 |  |
| Supplier delivery of the SMP for approval by the Buyer. | 40 |  |
| Supplier access to the ICT Environment. | 5 |  |
| Completion of all security activities. | 40 |  |
| M3 | Milestone 3 HR | HR/TUPE Activities completed | 53 |  |
| M4 | Milestone 4 Governance | Completion of Governance establishment activities signed off by the Buyer. | 40 |  |
| M5 | Milestone 5 Service Management | Suppler Service Management system tool (including service desk) design and deployment activities completed.  Training completed for system users and signed off by the Buyer.  Test plan reviewed and acceptance tests completed by the Buyer. | 45 |  |
| Final data load into Service Management tool. | 2 |  |
| M6 | Operational Service Commencement Date | Completion of all tasks in transition plan by 1st October 2025.  Operational Service Commencement Date: 1st October 2025. |  | 1st October 2025. |
| M7 | Service Delivery | All Service Management process deployment activities completed: |  |  |
| ICT Service status display in place. |  | 26th November 2025 |
| Performance Monitoring Reports signed off by the Buyer. |  | 1st November 2025 |
| Service improvement plan in place agreed by the Buyer. |  | 26th November 2025 |
| Security improvement plan in place agreed by the Buyer. |  | 26th November 2025 |

**Attachment 4 – Service Levels and Service Credits**

1. **Service Levels** 
   1. This attachment 4 should be read in conjunction with Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
2. **Performance Table**
   1. The Service Level Performance Measures are set out within the Annex to this Attachment 4 below (**“Performance Table”**). Such Service Level Performance Measures shall apply on and from the [Operational Service Commencement Date].
   2. Any reference in the Performance Table to hours, minutes or other time period or timescale shall be deemed to be a reference to time that falls within Core Service Desk Hours only, unless the contrary is expressly stated.
   3. Performance against each Service Level shall be reviewed and measured individually, and Service Credits may arise in relation to more than one (1) Service Level in respect of the same Incident, Request or other matter, provided that:
      1. where Service Credits accrue under this Contract in relation to both Service Level 1(a) and Service Level 1(b) (Service Availability) in respect of the same failure to meet a Service Level, Service Credits shall accrue only in respect of Service Level 1(b); and
      2. where Service Credits accrue under this Contract in relation to either Service Level 1(a) or Service Level 1(b) (Service Availability) and Service Level Failure 10 (Core Enabling Technologies Availability) in respect of the same Service Level, Service Credits shall accrue only in respect of Service Level 1(a) or Service Level 1 (b) (as applicable).
   4. Where multiple Incidents result in the Buyer System and/or a Core Enabling Technology not being available for use by the Buyer for a single continuous period, such Incidents shall be treated as a single period of non-Availability for the purposes of any relevant KPI set out below, such period running from the first Incident being notified to the Service Desk, and ending when Availability is restored.
3. **Service Credits**
   1. The Service Credits shall be calculated on the basis of the following formula:

𝑆𝐶=(ARA/𝑇𝑆𝑃)×TPA

where:

SC is the total Service Credits for the relevant Service Period;

ARA is the Service Credit Cap

TSP is the maximum total Service Points that could accrue for the relevant Service Period prior to the application of Repeat Failure or ratchet mechanisms (being 110 as at the Effective Date);

TPA is the number of Service Points accrued in the relevant Service Period

* 1. If the level of performance of the Supplier during a Service Period does not achieve the Target Performance Level set out in the attached Service Level table in respect of a Service Level, the parties agree that
     1. Subject to paragraph (3.2) below, the number of Service Points that shall accrue to the Supplier in respect of a Service Level Failure shall be the applicable number as set out in column (H) of the table Service Levels and Service Credits, depending on whether the Service Level Failure is a Minor Service Level Failure, a Serious Service Level Failure, a Severe Service Level Failure, or a Service Level Failure that does not meet the Service Level Threshold;
     2. Where the Service Level Failure is a Repeat Service Level Failure, the provisions of paragraph 4 shall apply; and
     3. Where the Stop the Clock Principle applies the provisions of paragraph 4 shall apply.

1. **Repeat KPI Failures and Related KPI Failures**
   1. **Repeat KPI Failures**
      1. If a Service Level Failure occurs in respect of the same Service Level in any two (2) consecutive Measurement Periods, the second and any subsequent such Service Level Failure shall be a **Repeat KPI Failure**.
      2. The number of Service Points that shall accrue to the Supplier in respect of a Service Level Failure that is a Repeat Service Level Failure shall be calculated as follows:

**SP = P x 2**

where:

**SP** = the number of Service Points that shall accrue for the Repeat Service Level Failure; and

**P** = the applicable number of Service Points for that Service Level Failure as set out in column (8) of Annex 1 depending on whether the Repeat Service Level Failure is a Minor Service Level Failure, a Serious Service Level Failure, a Severe Service Level Failure or a failure to meet the Service Level Service Threshold.

1. **Permitted Maintenance**
   1. The Supplier shall be allowed to book a maximum of sixteen (16) hours service downtime for Permitted Maintenance in any one (1) Service Period which shall take place between the hours and on the day specified in the Maintenance Schedule unless otherwise agreed in writing with the Buyer.
2. **Stop the Clock**
   1. In respect of Service Levels 1, 5, 6, 9 and 10, in calculating the incidence of any Service Credits, (and in determining whether the supplier is in breach of its obligations to achieve the service levels) any time taken by a third party who is not the Supplier nor an Affiliate of the Supplier in the Resolution or Closing of the relevant Request or in ensuring Availability shall be disregarded, subject to:
      1. the Supplier using all its reasonable endeavours to encourage such third party to assist in the resolution or closure of such 'Request’ or Incident’ referred to in the relevant Service Levels or to restore the availability within the timescales required by the Service Level (or, if later, as soon as practicable thereafter); and
      2. the Supplier otherwise proactively managing, reporting and recording on the progress of resolution of the matter.
   2. Where the Supplier is unable to deal with any ‘Request’ because the relevant Council User is unavailable then, in calculating the incidence of Service Credits *(and in determining whether the Supplier is in breach of its obligations to achieve the Service Levels)*, any time delay occurring by reason of the Council User being unavailable following the Supplier's first attempt to contact the relevant Council User, in accordance with paragraph 4.1.1, shall be disregarded and:
      1. the Supplier has attempted to contact the relevant Council User on three (3) or more separate occasions; and
      2. the ‘Request’ cannot reasonably be Resolved or Closed without the Council User being available; and
      3. the Supplier has notified the Buyer in writing accordingly (the **Delay Notice**),

then, in calculating the incidence of Service Credits, any time delay occurring by reason of the Council User being unavailable following the Supplier's first attempt to contact the relevant Council User, in accordance with paragraph 4.1.1, shall be disregarded.

1. **Service Credit Cap**

Means 10% of Charges in the relevant Service Period

1. **Critical Service Level Failure**

**Critical Service Level Failure**means:

* 1. the Supplier accruing in aggregate five-hundred (500)or more Service Points (in terms of the number of points allocated) in any period of four (4)months or
  2. the Supplier accruing Service Credits which meet or exceed the Service Credit Cap

**ANNEX TO ATTACHMENT 4: SLA TABLE**

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

### 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**

*[Guidance Note: Insert details of Key Supplier Personnel, their Key Role(s) and Duration in the below table or delete the table in its entirety and insert Not Applicable if there is no Key Supplier Personnel]*

|  |  |  |
| --- | --- | --- |
| **Key Supplier Personnel** | **Key Role(s)** | **Duration** |
| **REDACTED TEXT under FOIA Section 40, Personal Information** |  | *Contract Term* |
|  |  |  |
|  |  |  |

**Part B – Key Sub-Contractors**

Not Applicable

**Attachment 6 – Software**

### The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).

### 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** |
|  | **Not Applicable** |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
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**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** |
| **REDACTED TEXT under FOIA Section 43 Commercial Interests**. |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
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**Attachment 7 – Financial Distress**

For the purpose of Schedule 8 (Financial Distress) of the Call-Off Terms, the following shall apply:

**Part A - Credit Rating Threshold**

|  |  |  |
| --- | --- | --- |
| **Entity** | **Credit Rating (long term)**  *(insert credit rating issued for the entity at the Commencement Date)* | **Credit Rating Threshold**  *(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3)* |
| ***Supplier*** | TBC | Less than:  Viability rating 3; or  Failure score 50 |
| **Guarantor** | TBC | Less than:  Viability rating 3; or  Failure score 50 |
| ***[Key Sub-contractor 1]*** | [etc.] | [etc.] |
| ***[Key Sub-contractor 2]*** | [etc.] | [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 | Not Applicable |
| Supplier Members for the Operational Board | Not Applicable |
| Frequency of the Operational Board | Not Applicable |
| Location of the Operational Board | Not Applicable |

**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) | Senior Manager ICT and Digital (chair)  Service Delivery Lead  ICT Transformation Lead |
| Supplier Members of Service Management Board | Client Director  Service Delivery Manager  Head of Operations |
| Start Date for Service Management Board meetings | From Commencement Date  First 6 months following the Commencement Date to act as the implementation board.  From [1st October 2025] to act as the operational management board. |
| Frequency of Service Management Board meetings | Monthly |
| Location of Service Management Board meetings | Virtual Via MS Teams |

|  |  |
| --- | --- |
| Programme Board | |
| Buyer members of Programme Board (include details of chairperson) | Executive Director of Corporate Resources and Customer Services (chair)  Cabinet Member - Regulatory, Compliance and Corporate Services  Snr Manager ICT and Digital |
| Supplier members of Programme Board | Director, Agilisys Services  Client Director  Director of IT Services and Cyber Security |
| Start date for Programme Board meetings | From Commencement Date |
| Frequency of Programme Board meetings | Monthly FROM Commencement Date to 30th September 2025 and quarterly thereafter. |
| Location of Programme Board meetings | Hybrid, via MS teams or in person at Council offices as required. |

|  |  |
| --- | --- |
| Change Management Board | |
| Buyer Members of Change Management Board (include details of chairperson) | Service Delivery Lead – Chair  ICT Support Officer |
| Supplier Members of Change Management Board | Service Delivery Manager  Change Manager |
| Start Date for Change Management Board meetings | 1st October 2025 |
| Frequency of Change Management Board meetings | Weekly |
| Location of Change Management Board meetings | Hybrid, via MS teams on site as required. |

|  |  |
| --- | --- |
| Technical Board | |
| Buyer Members of Technical Board (include details of chairperson) | Snr Manager ICT and Digital - Chair  Service Delivery Lead |
| Supplier Members of Technical Board | Service Delivery Manager  Architect |
| Start Date for Technical Board meetings | 1st October 2025 |
| Frequency of Technical Board meetings | Monthly |
| Location of Technical Board meetings | Hybrid, via MS teams on site as required. |

|  |  |
| --- | --- |
| Risk Management Board | |
| Buyer Members for Risk Management Board (include details of chairperson) | Snr Manager ICT and Digital - Chair  Service Delivery Lead  ICT Transformation Lead  ICT Contracts / Procurement Lead |
| Supplier Members for Risk Management Board | Client Director Information Security Manager |
| Start Date for Risk Management Board meetings | On Contract Award |
| Frequency of Risk Management Board meetings | Monthly |
| Location of Risk Management Board meetings | Hybrid, via MS teams on site as required. |

**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.

The contact details of the Buyer’s Data Protection Officer are:

(Information Management and Governance Lead (**REDACTED TEXT under FOIA Section 40, Personal Information**)) Performance and Information | Commissioning Support and Business Intelligence, Sefton Council 1st Floor, Magdalen House, 30 Trinity Road, Bootle, Merseyside L20 3NJ, Tel:

The contact details of the Supplier’s Data Protection Officer are: **REDACTED TEXT under FOIA Section 40, Personal Information**

The Processor shall comply with any further written instructions with respect to processing by the Controller.

Any such further instructions shall be incorporated into this Attachment 9.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | **The Buyer is Controller, and the Supplier is Processor**  Except for the limited circumstances in which the Parties operate as each indepednent Controllers (see below), 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 in relation to Personal Data which may be processed for the effective delivery of the contract for Sefton Council, as further detailed in this Attachment 9. |
|  | **The Parties are Independent Controllers of Personal Data**  The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:   * + Business contact details of Supplier Personnel; and   + 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,   to the extent that the Parties need to process this Personal Data in ordert to:   * maintain and develop the commercial relationship between the Parties; * billing and invoicing; * compliance with quality control and risk management procedures; * security related processing (for example, automated scanning of incoming and outgoing emails for viruses); * complying with legal and regulatory obligations; and * establishing, exercising and defending legal claims and no other purpose. |
| Duration of the processing | For the term of the contract, Four years from the contract start date with the option of one further extension of 12 months***.*** |
| Nature and purposes of the processing | In delivering the contract for Sefton Council, the Supplier may come into contact with and process Personal Data in carrying out the following activities on behalf of Sefton Council, which shall include without limitation:   * + The delivery of Core Operational Services Management     - Management of incidents and enquiries, including the support of Core Enabling Technologies and the resolution of issues. This may include access to sensitive, personal and confidential data collected and held within ICT Systems, to enable the Council to discharge its obligations.     - Liaison with third party providers to resolve incidents and problems.     - Management and administration of user accounts including personal details; name, email address, contact details, job title. location and department     - Administration of user licences and subscriptions     - Additional support requirements     - Management of user authentication methods including password management and audit functions     - Upgrade and management of core enabling technologies and criticalapplications including User Acceptance Testing     - To provide audit records in relation to the access to, reading, copying and modification, and removal of data from Sefton’s ICT technologies supported under the terms of this contract.   + Ad hoc Services:     - Upgrade and management of non-critical applications including User Acceptance Testing     - Personal data as required to deliver of School ICT services as defined within this contract |
| Type of Personal Data | Name, Occupation, Telephone Number, Email address, User, id, medical conditions (for additional support user only)  Plus access to the data collated and stored by the Council in relation to members of the public and local businesses that may be sensitive, personal or confidential , such access being required to discharge contractual obligations including, but not limited to service desk call resolution, support for subject access requests, HR matters and similar. |
| Categories of Data Subject | Staff including volunteers, agency staff and temporary workers.  Councillors  Local Businesses  Members of the Public |
| Plan for return and destruction of the data once the processing is complete | Unless otherwise required by Data Protection Laws, return or delete, at the Council's sole discretion, all Personal Data upon the termination of the processing activities carried out under this Agreement, and promptly provide the Council with a confirmation in writing that it has done so |

**Attachment 10 - Transparency Reports**

|  |  |  |  |
| --- | --- | --- | --- |
| **Title** | **Content** | **Format** | **Frequency** |
| Performance | ***Annual Assurance Statement that accurately sets out the supplier performance during the previous year starting from the Operational Service Commencement Date.*** | Microsoft Word | Annual |
| Charges | ***Submit a profit report to the buyer for approval at the end of each financial year (31st March)*** | Microsoft Excel/Microsoft | Annual |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

**Attachment 11 – Buyer Responsibilities**

**Buyer Responsibilities**

* 1. Introduction
     1. The responsibilities of the Buyer set out in this section shall constitute the Buyer Responsibilities under this Contract.
     2. The responsibilities specified within this section shall be provided to the Supplier free of charge, unless otherwise specified or agreed between the parties.
  2. General Obligations
     1. The Buyer shall:
        1. use its reasonable endeavours to provide sufficient and suitably qualified staff to fulfil the Buyer’s roles and duties under this Contract as defined in the Implementation Plan;
        2. use its reasonable endeavours to provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Contract provided that such documentation, data and/or information is available to the Buyer and is authorised for release by the Buyer; and
        3. procure for the Supplier such agreed access and use of the Buyer Premises (as a licensee only) and facilities (including relevant ICT systems) as is reasonably required for the Supplier to comply with its obligations under this Agreement, such access to be provided during the Buyer's normal working hours on each Working Day or as otherwise agreed by the Buyer (such agreement not to be unreasonably withheld or delayed).
  3. Specific Obligations

|  |  |  |
| --- | --- | --- |
| **Number** | **Phase** | **Obligation** |
| **CR1** | Implementation | The Buyer shall provide the following items to the Supplier in respect of implementation:   1. full list of Buyer Premises; 2. full list of Buyer Users including user id/ name/ telephone number/ email address/ department/base location, manager name/ manager email address/ manager contact number; 3. full list of third parties that provide services relevant to the Services, to be contacted where Escalation of an Incident is required; and 4. details of any key projects being managed by the current supplier   In providing any item pursuant to this CR1 the Buyer shall use its reasonable endeavours to ensure the completeness and accuracy of such item. Where such item is provided by a third party the Buyer shall be entitled to presume such item is complete and accurate and any lack of completion or accuracy shall be deemed not to be a breach by the Buyer of this obligation. Where the Supplier relies upon any item provided pursuant to this CR1 it shall do so at its own risk and cost |
| **CR2** | Implementation | The Buyer shall use reasonable endeavours to provide the Supplier with access to:   1. an appropriate member of the current supplier's personnel to deal with exit management issues and enquiries, to the extent provided for in the exit plan agreed between the Buyer and the current supplier; and 2. (where an exit management issue or enquiry is not dealt with by the current supplier) an appropriate member of Buyer personnel. |
| **CR3** | Implementation | The Buyer shall use reasonable endeavours to provide the Supplier with reasonable access to the Transferring Former Supplier Employees, to the extent provided for in the exit plan agreed between the Buyer and the current supplier. |
| **CR4** | Implementation | The Buyer shall not implement any significant change to the Buyer System during the ten (10) Working Days immediately preceding the expected Operational Service Commencement Date except where such change is required in order to ensure that the Buyer System remains available, secure, fully functional and fully accessible to Buyer Users. |
| **CR5** | Implementation | By no later than the day falling two (2) days prior to the expected Operational Service Commencement Date the Buyer shall deliver (or procure the delivery of) details of all work in progress (such as open incidents) that will be handed over to the Supplier by the current supplier on or prior to the Operational Service Commencement Date, to the extent provided for in the exit plan agreed between the Buyer and the current supplier. |
| **CR6** | Service | The Buyer shall use its reasonable endeavours to ensure that the Supplier is able to reasonably access relevant third-party support in respect of contracts which are held by the Buyer. |
| **CR7** | Service | The Buyer shall, where appropriate to do so and where requested by the Supplier, utilise internal communication channels (including global e-mail) to alert Buyer Users to material changes or additions to the Services. |
| **CR8** | Service | The Buyer shall comply with the relevant obligations set out in paragraph 1.6A of the Service Description in respect of User Acceptance Testing. |
| **CR9** | Service | The Buyer shall provide to appropriate members of Supplier Personnel (who are notified to the Buyer) reasonable access to the Buyer's communication channels (for example email, intranet) within a reasonable period of receiving such notice. |
| **CR10** | Service | The Buyer shall, where appropriate and where necessary in respect of the provision of the Services, permit the Supplier to act as its representative in respect of dealings with relevant third parties with whom the Buyer has a contract connected to the Services, and the Buyer shall use its reasonable endeavours to provide the Supplier with the means to so act. The Supplier shall not act on behalf of the Buyer (unless notified in writing that is required to do so) on any matter regarding contract price, disputes, contractual change, termination or renewal. |
| **CR11** | Service | The Buyer shall, within a reasonable period, notify the Supplier of any movements of Non-Portable End User Devices where such movements:  a) are within the knowledge of the Buyer’s ICT Team and  b) have not been performed by Supplier Personnel.  For the purposes of this CR11 the term "Non-Portable End User Devices" means any device which requires a constant mains supply in order to be used, and as such excludes laptops, mobile phones, tablets and other similar devices. |
| **CR12** | Service | The Buyer shall, where reasonable to do so, permit the Supplier to utilise Buyer owned assets and software in its delivery of the Services. The Supplier must however note that in some circumstances charges may apply for the provision of such services. |
| **CR13** | Service | The Buyer shall ensure reasonably accurate data is maintained in respect of each Buyer User within the Buyer's HR database. |
| **CR14** | Service | The Buyer shall, without prejudice to any requirement set out in this Agreement for the Supplier to secure the ICT Environment (including but not limited to the requirements set out in Schedule S3 Security Requirements), take reasonable measures to provide physical security for elements of the Buyer System which are located within Buyer Premises, but which are not under the direct day-to-day control of the Supplier. |
| **CR15** | Service | The Buyer shall advise the Supplier of any changes to the persons classed as Buyer Users for the purposes of this Contract (including where such Buyer Users begin or end their employment with the Buyer) in line with the Buyer’s Starters, movers and Leavers Policy which can be made available from time to time. |
| **CR16** | Service | The Buyer shall provide details to the Supplier of all Additional Support Buyer Users including the names, contact details, locations and specific support requirements in advance of the Operational Service Commencement Date, such details to be amended and/or updated from time to time. |
| **CR17** | Service | The Buyer shall be responsible for the procurement of ICT goods and services as required by Buyer Officers. |
| **CR18** | Service | The Buyer shall be responsible for contract management of agreements with Third Party Providers, including renewals for ICT goods and services provided to the Buyer. |

**Attachment 12 – Call Off Tender Response**

**REDACTED TEXT under FOIA Section 40, Personal Information**

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

## Call off terms and schedules:

### See the attached documents titled as follows which may vary but not materially from the Call-Off Terms set out in Annex 2 to Schedule 4 to the Framework Agreement:

#### Call off Terms and Schedule 1 (Definitions);

#### Call Off Terms Schedule 2 (Charges);

#### Call Off Terms Schedule 3 Service Levels, Service Credits and Performance Management;

#### Call Off Terms Schedule 4 Dispute Resolution Procedure;

#### Call Off Terms Schedule 5 Change Control Procedure;

#### Call Off Terms Schedule 6 Transparency Reports;

#### Call Off Schedule 7 Governance;

#### Call Off Schedule 8 Financial Distress;

#### Call Off Schedule 9 Software; and

#### Call Off Schedule 10 Exit Management.

## Additional/Alternative schedules/clauses:

### See the attached documents titled as follows:

#### Call off Terms Additional Schedule S1 Implementation Plan;

#### Call off Terms Additional Schedule S2 Testing Procedure;

#### Call off Terms Additional Schedule S3 Security Requirements;

#### Call off Terms Additional Schedule S4 Staff Transfer;

#### Call off Terms Additional Schedule S5 Benchmarking;

#### Call off Terms Additional Schedule S6 Business Continuity and Disaster Recovery;

#### Call off Terms Additional Schedule S7 Continuous Improvement;

#### Call off Terms Additional Schedule S8 Guarantee;

### The Parties acknowledge and agree that this contract shall come into force on the Commencement Date but as set out in paragraph 1 of Call Off Schedule, the operational services shall commence from the Operational Service Commencement Date.