



**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 [25/03/2024] 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 – Performance Management;
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:	K280021993
Contract Title:	MOT Digital Delivery
Contract Description:	The digital delivery partner will be accountable for delivering outcomes that are required to maintain the MOT Service in a way which is aligned to the DVSA Digital Strategy, GDS Service Standard and DVSA design patterns. In addition, the digital delivery partner maybe asked to deliver outcomes that iterate and improve the service helping deliver on its strategic priorities
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	Up to a maximum of £40,000,000. Call-Off Initial Period of 24 month with an estimated value of £16,000,000. There is a committed spend of £8,000,000 over the Initial Period of 24 months, for all Core CI work. There is a maximum uncommitted spend of £8,000,000 over the Initial Period of 24 months, for Innovation work, which will be subject to additional approvals. Call-Off Optional Extension Periods of 12 months + 12 months + 12 months will be subject to additional approvals.
Estimated Year 1 Charges:	£8,000,000
Commencement Date: this should be the date of the last signature on Section E of this Order Form	01 April 2024

Buyer details

Buyer organisation name



Driver and Vehicle Agency

Billing address

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

1 Unity Square, Queensbridge Road, Nottingham, NG2 1AY

Buyer representative name

The name of your point of contact for this Order

Redacted Under FOIA Section 40, Personal Information

Buyer representative contact details

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

Redacted Under FOIA Section 40, Personal Information

Buyer Project Reference

Please provide the customer project reference number.

K280021993

Supplier details

Supplier name

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

Kainos Software Limited

Supplier address

Supplier's registered address

4-6 Upper Crescent, Belfast, BT7 1NT

Supplier representative name

The name of the Supplier point of contact for this Order

Redacted Under FOIA Section 40, Personal Information

Supplier representative contact details

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

Redacted Under FOIA Section 40, Personal Information

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

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

Order reference number (Project Id): 129786

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 to this contract.

Guarantor Company Number

Guarantor's registered company number

Not applicable to this contract.

Guarantor Registered Address

Guarantor's registered address

Not applicable to this contract.



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 checked="" type="checkbox"/> |
| c: Technical Management | <input type="checkbox"/> |
| d: Application and Data Management | <input type="checkbox"/> |
| 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

24 months

Extension Period (Optional) Months

36 months (in 12 month increments)

Minimum Notice Period for exercise of Termination Without Cause 30 days

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

Sites for the provision of the Services

Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third party premises.



The Supplier shall provide the Services from the following Sites:

Buyer Premises:

The Services will be delivered to DVSA offices.

The services will primarily be delivered remotely, but there will be an occasional requirement to attend DVSA office locations which will be agreed between the Buyer Programme Delivery Manager and Supplier Delivery Manager as required.

DVSA The Ellipse Padley Road Swansea SA1 DVSA

1 Unity Square, Queensbridge Road, Nottingham, NG2 1AW

DVSA Eastgate House Kings Manor Business Park, Newcastle

DVSA Bristol Office, Berkeley House, Croydon, BS5 0DA

Supplier Premises:

Services will primarily be delivered working remotely and/or from the below premises:

4-6 Upper Crescent, Belfast, BT7 1NT, UK

2nd Floor, 21 Farringdon Road, Clerkenwell, London, EC1M 3HA, UK

5th Floor, Cornerblock, 2 Cornwall St, Birmingham, B3 2DX, UK

Jana z Kolna 11, 80-864 Gdansk, Poland

Third Party Premises:

Services will primarily be delivered working remotely and/or from the below premises:

1 Whitehall Quay, Leeds LS1 4HR, UK

Fothergill House, 16 King St, Nottingham NG1 2AS, UK

Buyer Assets

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

Not applicable to this contract.

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 to this contract.

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.

Available in Annex 1

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.

Available in Annex 1

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 (£) – £5,000,000

Professional Indemnity Insurance (£) - £5,000,000

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

- Provide access to Buyer systems and tools where appropriate, in accordance with Buyer Service Level Agreements.
- Make key Buyer personnel available when required.
- Ensure that there is a clear definition of roles and responsibilities and a common understanding of dependencies.
- Provide key decisions in a timely fashion, for example relating to architecture or process design.
- Support successful delivery, including but not limited to:
 - Provide timely access to stakeholders, software, licences and information needed to undertake the work.
 - Make product decisions and support the definition of the scope of each sprint.
 - Provide Buyer staff to the project with appropriate skills.
 - Define security and compliance policies and identify where these should be considered.
 - Provide timely Strategic Design Board reviews and approvals.
- Provide desks and office facilities in Nottingham or other premises, if required.
- Manage relationships with external stakeholders, including but not limited to DfT, CDDO, DVLA, DVA NI & trade bodies and equipment and vehicle manufacturers.
- Manage other suppliers (excluding those listed as a Key Sub-Contractor).
- Provide an appropriate level of security assurance throughout the contract.



- Define security policies and clearly identifying where security requirements should be considered.
- Ensure that the Security team will be available to review and agree security management during the project.
- Make product/service decisions and define the content of each sprint.
- Provide access to metrics and performance data for current systems and processes.
- Provide access to legacy system documentation: e.g. service descriptions, process maps, technical architecture.
- Create information sharing agreements / data sharing agreements with third parties in a timely manner.
- Manage all Buyer staff to ensure cohesive and effective team working.

Goods

Guidance Note: list any Goods and their prices.

Not applicable to this contract.

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 type="checkbox"/>
Part B – Long Form Change Control Schedule	<input checked="" type="checkbox"/>

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 checked="" 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 checked="" type="checkbox"/>
S4: Staff Transfer	<input type="checkbox"/>
S5: Benchmarking	<input type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input checked="" 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 checked="" type="checkbox"/>
C2: Security Measures	<input checked="" 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.

The Supplier will provide a draft Security Management Plan within 20 (twenty) working days of the Commencement Date of this contract.

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 to this contract.

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 to this contract.

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 to this contract.

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.

Supplier CVs, Supplier Rate Card and Supplier Proposal and Pricing, Personal Details of Supplier staff shall be deemed as Confidential and Commercially Sensitive Information.



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 Under FOIA Section 40, Personal Information
Job role/title	Public Sector Director
Signature	
Date	

For and on behalf of the Buyer

Name	Redacted Under FOIA Section 40, Personal Information
Job role/title	Head of Commercial
Signature	
Date	



Crown
Commercial
Service

Attachment 1 – Services Specification



K280021993 -

RM6100-Further-com

Detailed Services Specification(s) will be provided in specific SoWs as agreed with the Buyer.

Supplier proposal/response documents:

Redacted Under FOIA Section 43, Commercial interests



Attachment 2 – Charges and Invoicing

Part A – Milestone Payments and Delay Payments

Where milestones are used within a Statement of Work, milestone and delay payments will be as per call-off schedule 2.

Part B – Service Charges

Not applicable to this contract.

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

Rate cards provided are fixed for the initial two years of the contract and are subject to indexation in line with the terms and conditions of the call of contract in any subsequent years undertaken using the extension options. Rates are exclusive of VAT.

Redacted Under FOIA Section 43, Commercial interests



Part D – Risk Register

Risks to be assessed in the delivery risk log which will be maintained and discussed at the monthly risk review meeting. Risk logs at the delivery team level will be maintained and the content discussed as part of collaborative risk identification and mitigation.

Part E – Early Termination Fee(s)

Not applicable to this contract.



Crown
Commercial
Service

Attachment 3 – Outline Implementation Plan

Redacted Under FOIA Section 43, Commercial interests



Crown
Commercial
Service

Attachment 4 – Performance Management

The Buyer and Supplier have agreed the following KPIs which will be reporting on and discussed monthly in the Contract Management Board. The KPIs may change over the lifetime of the contract, in agreement with the Supplier.

Redacted Under FOIA Section 43, Commercial interests



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

Key Supplier Personnel	Key Role(s)	Duration
Redacted Under FOIA Section 40, Personal Information	Delivery Manager	Contract Period

Part B – Key Sub-Contractors

Key Sub-contractor name and address (if not the same as the registered office)	Registered office and company number	Related product/Service description	Key Sub-contract price expressed as a percentage of total projected Charges over the Contract Period	Key role in delivery of the Services
BJSS Limited	Registration Number: 2777575	Provide digital services including, but not limited to data, platform and engineering roles	Redacted Under FOIA Section 43, Commercial interests	Support the Supplier in iterating and improving the MOT Service aligned to an agreed roadmap. Support the Supplier in the delivery of agreed transformation projects

Sub-Contractor Details	Response
Full Name	BJSS Limited
Registered Office Address	1 Whitehall Quay, Leeds, England, LS1 4HR
Type of Organisation (e.g. SME, Limited Company)	Limited Company
Company Registration Number	2777575
DUNS Number	346914351
VAT Number	GB 613 2954 52
Services to be provided by the Sub-Contractor. Please confirm if the sub-Contractor will be the Service Provider)	Supporting delivery of MOT continuous improvement services and innovation projects by providing roles, including, but not limited to development, platform, test, etc.



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

The Supplier Software includes the following items:

Redacted Under FOIA Section 43, Commercial interests

Part B – Third Party Software

Not applicable to this contract.

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:

DVSA will continue to monitor the financial standing by reviewing the Dun & Bradstreet report quarterly.

CCS will continue to monitor scores on a regular basis and will receive automatic alerts if a supplier's scores fluctuate. CCS may issue a termination notice to a Supplier where in the reasonable opinion of CCS there is a material detrimental change in the financial standing and/or credit rating of the supplier which:

- (a) adversely impacts on the Supplier's ability to supply the services under this Framework Agreement; or
- (b) could reasonably be expected to have an adverse impact on the Supplier's ability to supply the Services under this Framework Agreement.

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 (MOT Digital Delivery Board)	
Buyer Members for the Operational Board (MOT Digital Delivery Board)	Key Stakeholders across MOT Digital Delivery and Service
Supplier Members for the Operational Board (MOT Digital Delivery Board)	Redacted Under FOIA Section 40, Personal Information
Frequency of the Operational Board (MOT Digital Delivery Board)	Monthly
Location of the Operational Board (MOT Digital Delivery Board)	Will primarily be undertaken remotely, but there will be an occasional requirement to attend Buyer or Supplier office locations which will be agreed between Buyer Programme Delivery Manager and Supplier Delivery Manager as required.

Section 18 - Contract Management of the Further Competition document will apply. Operational Board (MOT Digital Delivery Board) will be updated at contract award.

PART B – LONG FORM GOVERNANCE

Not applicable to this contract.

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:

Redacted Under FOIA Section 40, Personal Information

1.1.1.2 Redacted Under FOIA Section 40, Personal Information The Processor shall comply with any further written instructions with respect to processing by the Controller.

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

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Authority is Controller and the Supplier is Processor.</p> <p>The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller, and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> Basic business contact information. Statements of Work will determine any further data.
Duration of the processing	The 2-year duration of the contract plus any of the three 1-year extension options if used
Nature and purposes of the processing	<p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc</p>
Type of Personal Data	<p>Name, address, date of birth, NI number, telephone number, pay, images, biometric data, diversity data and socio-economic background etc.</p> <p>Statements of Work (SOWs) will specify when personal data may be handled. If special category data is required, the buyer reserves the right to apply additional protection measures.</p>
Categories of Data Subject	<p>Staff (including volunteers, agents, and temporary workers), customers/clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc</p> <p>Statements of work will specify when personal data may be handled.</p>
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	To be stipulated by the Buyer during the exit process.

Attachment 10 – Transparency Reports

Title	Content	Format	Frequency
Contract Performance and performance against agreed SoWs	Performance against Contract KPIs SoWs.	Excel (Other formats may be acceptable, subject to Buyer approval).	Quarterly, no later than the 5 th working day of the month.
Call-Off Contract Charges	Accumulative report of all charges under this contract.	Excel (Other formats may be acceptable, subject to Buyer approval).	Quarterly, no later than the 5 th working day of the month.
Key Sub-Contractors	Organisation detail and key personnel details.	Excel (Other formats may be acceptable, subject to Buyer approval).	Only required if there are changes to Key Subcontractors.
Social Value	Performance against social value commitments as per the Supplier's tender response.	Excel or PowerPoint (Other formats may be acceptable, subject to Buyer approval).	Quarterly, no later than the 5 th working day of the month.

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

[DVSA Sustainable Development Strategy](#)



Information Security
Policy.pdf



Forensic Readiness
Policy.pdf



DVSA-IAP327 - Tier 3
Operations Security P



DVSA-IAP304 - Tier 3 DVSA-IAP302 - Tier 3
Backup Policy 1.0.doc Audit Policy 1.2.docx



Wi-Fi Policy.pdf



Vulnerability
Assessment and Man



Patch Management
Policy.pdf



Network Security
Policy.pdf



Decommissioning
Policy.pdf



DVSA Travel and
Subsistence Policy.p

Annex 2 – Templates



Schedule 5-Part B
Long Form-Change C

Statement of Work (SOW) Template v1.0.