# RM6100 Technology Services 3 Agreement Framework Schedule 4 - Annex 1

**Lots 2, 3 and 5 Order Form**

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 16/06/2021 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website [http://ccs-](http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm6100) [agreements.cabinetoffice.gov.uk/contracts/rm6100.](http://ccs-agreements.cabinetoffice.gov.uk/contracts/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; 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. the Framework, except Framework Schedule 18 (Tender);
  2. the Order Form;
  3. the Call Off Terms; and
  4. Framework Schedule 18 (Tender).

**Section A**

**General information**

**REDACTED UNDER FOI SECTION 43, COMMERCIAL INTERESTS**

|  |
| --- |
| **Buyer details** |
| **Buyer organisation name**  Community Health Partnerships Ltd |
| **Billing address**  Your organisation’s billing address - please ensure you include a postcode  Suite 12B, Manchester One, 53 Portland Street, Manchester,  M1 3LD |
| **Buyer representative name**  The name of your point of contact for this Order  **REDACTED UNDER FOI SECTION 40, PERSONAL INFROMATION** |
| **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 FOI SECTION 40, PERSONAL INFROMATION** |
| **Buyer Project Reference** |

Please provide the customer project reference number.

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|  |
| --- |
| **Supplier details** |
| **Supplier name**  The supplier organisation name, as it appears in the Framework Agreement  Methods Business and Digital Technology Limited |
| **Supplier address**  Supplier’s registered address  Saffron House, 6-10 Kirby St, London,  EC1N 8TS |
| **Supplier representative name**  The name of the Supplier point of contact for this Order  **REDACTED UNDER FOI SECTION 40, PERSONAL INFROMATION** |
| **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 FOI SECTION 40, PERSONAL INFROMATION** |
| **Order reference number or the Supplier’s Catalogue Service Offer Reference Number**  A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier’s Catalogue Service Offer Reference Number.  *Not Applicable* |

**Guarantor Company Name**

The guarantor organisation name

*Not Applicable*

**Guarantor details**

*Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.*

**Guarantor Company Number**

Guarantor’s registered company number

*Not Applicable*

**Guarantor Registered Address**

Guarantor’s registered address

*Not Applicable*

**Section B**

**Part A – Framework Lot**

**Framework Lot under which this Order is being placed**

*Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2, 3 and/or 5. Where Lot 1 is also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.*

1. TECHNOLOGY STRATEGY & SERVICES DESIGN

☐

2. TRANSITION & TRANSFORMATION

☐

3. OPERATIONAL SERVICES

a: End User Services



b: Operational Management



c: Technical Management



d: Application and Data Management

☐

5. SERVICE INTEGRATION AND MANAGEMENT

☐

**Part B – The Services Requirement**

|  |  |
| --- | --- |
| **Lot** | **Maximum Term (including Initial Term and**  **Extension Period) – Months (Years)** |
| **2** | 36 (3) |
| **3** | 60 (5) |
| **5** | 60 (5) |

Minimum Notice Period for exercise of Termination Without Cause

**Contract Period**

*Guidance Note – this should be a period which does not exceed the maximum durations specified per Lot below:*

**Initial Term** Months

60

**Extension Period (Optional)** Months

*Not Applicable*

**Commencement Date**

See above in Section A

90 (Calendar days) to be confirmed by the Buyer. (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:**

Remote assistance to hybrid working CHP staff Manchester Head Office

Suite 12B, Manchester One, 53 Portland Street, Manchester

M1 3LD

Birmingham Office Suite 201, Cheltenham House, 14-16 Temple Street, Birmingham,

B2 5BG

**Supplier Premises:**

Saffron House, 6-10 Kirby St, London,

EC1N 8TS

**Third Party Premises:**

Not Applicable

Buyer Assets

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

**REDACTED UNDER FOI SECTION 43, COMMERCIAL INTERESTS**

|  |
| --- |
|  |
| **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.*  Please refer to IT Data Security and Communications Policy in the Buyer ICT Policy section below. |
| **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.*  **REDACTED UNDER FOI SECTION 43, COMMERCIAL INTERESTS** |
| **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.*  £1m default provided by framework provision is sufficient. |

**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.*

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.*

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 discussed and agreed mutually, only once agreed both parties will then complete a change control document to be signed by both parties before any change is implemented.; and
* for the purpose of Paragraph 8.2.2, the figure shall be discussed and agreed mutually, only once agreed both parties will then complete a change control document to be signed by both parties before any change is implemented.

Professional Indemnity Insurance (£) – £1m default provide by framework provision is sufficient

**Buyer Responsibilities**

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

It will be the Buyer’s responsibility to: Pay on time of service performance is satisfactory to the contract requirements; provide reasonable access to key CHP personnel when required in a reasonable timescale to support fulfilment of the contract; provide access to key data to support fulfilment of the contract when required.; work collaboratively width the Supplier to resolve any issues and to improve performance during the term of the contract.

**Goods**

*Guidance Note: list any Goods and their prices.*

*Not Applicable*

|  |  |
| --- | --- |
| **Governance Schedule** | **Tick as applicable** |
| Part A – Short Form Governance Schedule | ☐ |
| Part B – Long Form Governance Schedule |  |

|  |  |
| --- | --- |
| **Change Control Schedule** | **Tick as applicable** |
| Part A – Short Form Change Control Schedule | ☐ |
| Part B – Long Form Change Control Schedule |  |

**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 |  |
| S2: Testing Procedures |  |
| S3: Security Requirements (either Part A or Part B) | Part A  or Part B ☐ |
| S4: Staff Transfer | ☐ |
| S5: Benchmarking |  |
| S6: Business Continuity and Disaster Recovery |  |
| S7: Continuous Improvement |  |
| S8: Guarantee | ☐ |
| S9: MOD Terms | ☐ |

# Part B – Additional Clauses

*Guidance Note: Tick any applicable boxes below*

|  |  |
| --- | --- |
| **Additional Clauses** | **Tick as applicable** |
| C1: Relevant Convictions | ☐ |
| C2: Security Measures | ☐ |
| C3: Collaboration Agreement |  |

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 | ☐ |
| Northern Ireland Law | ☐ |
| Joint Controller Clauses | ☐ |

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.*  To be confirmed at contract initiation |
| **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.*  *The collaboration agreement will be reviewed and discussed between both parties during mobilisation and a decision made jointly about whether this is required specifically as clause or become part of the ongoing contract management plan between both parties.*  An executed Collaboration Agreement shall be delivered from the Supplier to the Buyer within the stated number of Working Days from the Commencement Date:  To be discussed and agreed between both parties. |

**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.*

To be discussed and confirmed at contract initiation.

**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 FOI SECTION 40, PERSONAL INFORMATION** |
| Job role/title |  |
| Signature | **REDACTED UNDER FOI SECTION 40, PERSONAL INFORMATION** |
| Date |  |

**For and on behalf of the Buyer**

|  |  |
| --- | --- |
| Name | **REDACTED UNDER FOI SECTION 40, PERSONAL INFORMATION** |
| Job role/title |  |
| Signature | **REDACTED UNDER FOI SECTION 40, PERSONAL INFORMATION** |
| Date |  |

**Attachment 1 – Services Specification**

**REDACTED UNDER FOI**

**SECTION 43, COMMERCIAL INTERESTS**

**Attachment 2 – Charges and Invoicing**

**Part A – Milestone Payments and Delay Payments**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Milestone Description** | **Milestone Payment amount (£GBP)** | **Milestone Date** | **Delay Payments (where Milestone) (£GBP per day)** |
| M1 | *Not applicable.* | *Not applicable* | *Not applicable* | *Not applicable* |
| M2 |  |  |  |  |
| M3 |  |  |  |  |
| M4 |  |  |  |  |
| M5 |  |  |  |  |

Part B – Service Charges

Please refer to appendix 1

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

Please refer to Appendix 1, 2 & Appendix 4

**Part D – Risk Register**

**REDACTED UNDER FOI SECTION 43, COMMERCIAL INTERESTS**

**Part E – Early Termination Fee(s)**

If early termination of the contract is required due to poor performance or performance related issues, the Buyer will issue notice for a minimum of 90 days.

**Attachment 3 – Outline Implementation Plan**

**REDACTED UNDER FOI SECTION 43, COMMERCIAL INTERESTS**

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

**Service Levels and Service Credits**

**REDACTED UNDER FOI SECTION 43, COMMERCIAL INTERESTS**

The Service Credits shall be calculated on the basis of the following formula:

|  |  |  |
| --- | --- | --- |
|  |  |  |

**SLA (Telephone and first-time fix) to be discussed and confirmed after contract initiation**

**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**

To be confirmed at contract initiation

|  |  |  |
| --- | --- | --- |
| **Key Supplier Personnel** | **Key Role(s)** | **Duration** |
| **REDACTED UNDER FOI SECTION 40, PERSONAL INFORMATION** |  |  |
| **REDACTED UNDER FOI SECTION 40, PERSONAL INFORMATION** |  |  |
| **REDACTED UNDER FOI SECTION 40, PERSONAL INFORMATION** |  |  |

**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 is to be discussed and agreed by both parties at contract initiation.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Software** | **Supplier (if an Affiliate of the Supplier)** | **Purpose** | **Number of Licences** | **Restrictions** | **Number of Copies** | **Type (COTS or Non‑COTS)** | **Term/**  **Expiry** |
| **REDACTED UNDER FOI SECTION 43, COMMERCIAL INTERESTS** |  |  |  |  |  |  |  |
| **REDACTED UNDER FOI SECTION 43, COMMERCIAL INTERESTS** |  |  |  |  |  |  |  |
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**Part B – Third Party Software**

The Third-Party Software is to be discussed and agreed by both parties at contract initiation.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Third Party Software** | **Supplier** | **Purpose** | **Number of Licences** | **Restrictions** | **Number of Copies** | **Type (COTS or Non‑COTS)** | **Term/**  **Expiry** |
| **REDACTED UNDER FOI SECTION 43, COMMERCIAL INTERESTS** |  |  |  |  |  |  |  |
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**Attachment 7 – Financial Distress**

For the purpose of Schedule 7 (Financial Distress) of the Call-Off Terms, the following shall apply:

The score according to D&B at the date of award becomes the baseline and that movement from this will be monitored and discussed with the supplier and will be regularly monitored ongoing via the contract review meetings. If the score moves to a score of Moderate then the Buyer will decide if this a risk to the service provision and if so take appropriate action. Rating agencies won’t be applied.

**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:

**REDACTED UNDER FOI SECTION 40, Personal Information**

**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: **REDACTED UNDER FOI SECTION 40, Personal Information**

The contact details of the Supplier’s Data Protection Officer are: **REDACTED UNDER FOI SECTION 40, Personal Information**

* + - 1. The Processor shall comply with any further written instructions with respect to processing by the Controller.
      2. Any such further instructions shall be incorporated into this Attachment 9.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | **The Authority is Controller and the Supplier is Processor**  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:   * All personal data held on the Authority’s IT infrastructure relating to employees, fixed term contractors, Associates, Tenants, suppliers, and customers. This personal data must only be processed to deliver services agreed with the Authority within this contract and future services as requested by the Authority. Personal data will be treated confidentially and will not be disclosed to third parties or transferred from the Authorities systems without the consent of the Authority.   **The Supplier is Controller and the Authority is Processor**  N/A on this occasion.  **The Parties are Joint Controllers**  N/A on this occasion.  **The Parties are Independent Controllers of Personal Data**  N/A on this occasion. |
| Duration of the processing | Five years, or upon termination of contract |
| Nature and purposes of the processing | The nature of the processing will include collection, recording, storage, retrieval, use, and destruction of personal data to carry out contractual duties. |
| Type of Personal Data | **REDACTED UNDER FOI SECTION 43, COMMERCIAL INTERESTS** |
| Categories of Data Subject | Employees (including contractors, fixed term contracts, and Associates), tenants, suppliers, and customers. |
| 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 | The Processor will provide retention timeframes for personal data held on their systems. Personal data will be destroyed at the agreed retention timeframe or upon termination of the contract, whichever is soonest. |

**Attachment 10 – Transparency Reports**

|  |  |  |  |
| --- | --- | --- | --- |
| **Title** | **Content** | **Format** | **Frequency** |
| Performance monitoring | Management Information to report on the SLAs and KPIs as agreed between both parties. | Service Delivery Management Review + Account Management Review | Monthly |

This is to be agreed jointly during the mobilisation phase and the document updated accordingly.

**Please see appendix 3 for Call Off Terms and Additional/Alternative Schedules and Clauses**