



**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 2nd November 2023 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <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; 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



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.1.4 Framework Schedule 18 (Tender).

Section A General information

Contract Details	
Contract Reference:	AGEMCSU/TRANS/23/1643
Contract Title:	NICOR Data Hosting for NHS AGEM CSU
Contract Description:	Provision of a UK based organisation to work with us to support the delivery of the technical infrastructure environment supporting the NICOR programme by delivering a secure and robust co location data hosting environment.
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	£24,256.96
<div></div>	<div></div>
Commencement Date: this should be the date of the last signature on Section E of this Order Form	1 st February 2024.

Buyer details
Buyer organisation name NHS England on behalf of NHS Arden & Greater East Midlands Commissioning Support Unit
Billing address Your organisation's billing address - please ensure you include a postcode. NHS Arden and GEM CSU ODE Payables M405 Shared Business Service PO Box 312 LEEDS LS11 1HP sbs.apinvoicing@nhs.net
Buyer representative name The name of your point of contact for this Order <div></div>
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.

Buyer Project Reference

Please provide the customer project reference number.

AGEMCSU/TRANS/23/1643

Supplier details

Supplier name

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

Redcentric Solutions Limited

Supplier address

Supplier's registered address

Central House
Beckwith Knowle
Harrogate
HG3 1UG

Supplier representative name

The name of the Supplier point of contact for this Order

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.

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.

Guarantor details

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

Guarantor Company Name

The guarantor organisation name

Not Applicable

Guarantor Company Number

Guarantor's registered company number

Not Applicable

Guarantor Registered Address



Guarantor's registered address
Not Applicable

Section B

Part A – Framework Lot

Framework Lot under which this Order is being placed

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

- | | |
|--|-------------------------------------|
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN | <input type="checkbox"/> |
| 2. TRANSITION & TRANSFORMATION | <input type="checkbox"/> |
| 3. OPERATIONAL SERVICES | |
| a: End User Services | <input type="checkbox"/> |
| b: Operational Management | <input type="checkbox"/> |
| c: Technical Management | <input type="checkbox"/> |
| d: Application and Data Management | <input checked="" 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

14 months

Extension Period (Optional) Months

No option to extend

Minimum Notice Period for exercise of Termination Without Cause 3 months

(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:

Not Applicable

Supplier Premises:

Not Applicable

Third Party Premises:

N/A

Buyer Assets

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

Not applicable

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.

Not applicable

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.

Not applicable

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 (£) - Not applicable

Professional Indemnity Insurance (£) - Not applicable

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

Not applicable

Goods

Guidance Note: list any Goods and their prices.

Not applicable



Governance – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	x
Part B – Long Form Governance Schedule	

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	x
Part B – Long Form Change Control Schedule	

The Part selected above shall apply this Contract. Where Part B is selected, the following information shall be incorporated into Part B of Schedule 5 (Change Control Procedure):

- for the purpose of Paragraph 3.1.2 (a), the figure shall be £[insert details]; and
- for the purpose of Paragraph 8.2.2, the figure shall be £[insert details].



Section C

Part A - Additional and Alternative Buyer Terms

Additional Schedules and Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.

Part A – Additional Schedules

Guidance Note: Tick any applicable boxes below

Additional Schedules	Tick as applicable
S1: Implementation Plan	<input type="checkbox"/>
S2: Testing Procedures	<input type="checkbox"/>
S3: Security Requirements (either Part A or Part B)	Part A <input type="checkbox"/> or Part B <input type="checkbox"/>
S4: Staff Transfer	<input type="checkbox"/>
S5: Benchmarking	<input type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input checked="" type="checkbox"/>
S7: Continuous Improvement	<input checked="" type="checkbox"/>
S8: Guarantee	<input type="checkbox"/>
S9: MOD Terms	<input type="checkbox"/>

Part B – Additional Clauses

Guidance Note: Tick any applicable boxes below

Additional Clauses	Tick as applicable
C1: Relevant Convictions	<input type="checkbox"/>
C2: Security Measures	<input type="checkbox"/>
C3: Collaboration Agreement	<input type="checkbox"/>

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

Part C - Alternative Clauses

Guidance Note: Tick any applicable boxes below

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	<input type="checkbox"/>
Northern Ireland Law	<input type="checkbox"/>
Joint Controller Clauses	<input type="checkbox"/>

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.



Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A

Additional Schedule S3 (Security Requirements)

Guidance Note: where Schedule S3 (Security Requirements) has been selected in Part A of Section C above, then for the purpose of the definition of "Security Management Plan" insert the Supplier's draft security management plan below.

Not applicable

Additional Schedule S4 (Staff Transfer)

Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of "Fund" in Annex D2 (LGPS) of Part D (Pension) insert details of the applicable fund below.

Not applicable

Additional Clause C1 (Relevant Convictions)

Guidance Note: where Clause C1 (Relevant Convictions) has been selected in Part A of Section C above, then for the purpose of the definition of "Relevant Convictions" insert any relevant convictions which shall apply to this contract below.

Not applicable

Additional Clause C3 (Collaboration Agreement)

Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.

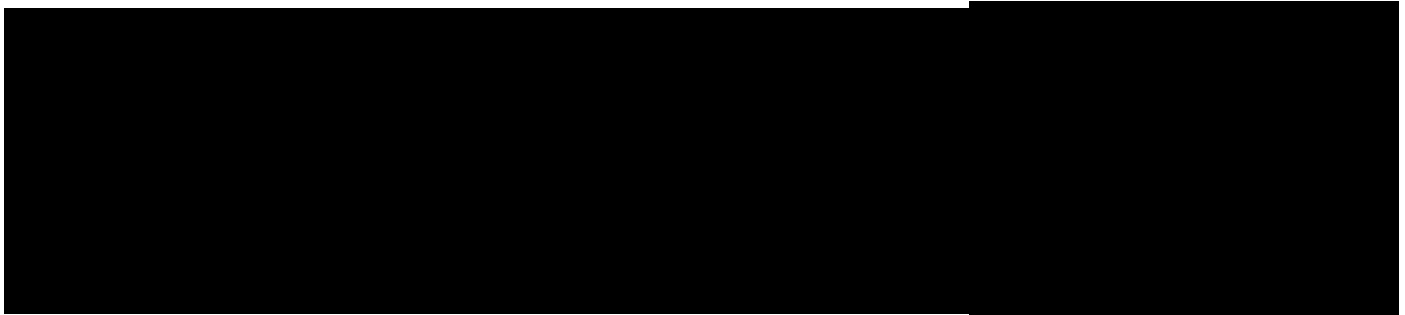
Not applicable

An executed Collaboration Agreement shall be delivered from the Supplier to the Buyer within the stated number of Working Days from the Commencement Date:

Not Applicable

An executed Collaboration Agreement from the Supplier has been provided to the Buyer.

Section D Supplier Response





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

	
Date	27 February 2024

For and on behalf of the Buyer

	
Date	06 March 2024



.14 What is optional:

.14.1 Remote eyes and hands availability (in case of server reset only).

5. KEY MILESTONES

.15 The Potential Provider should note the following project milestones that the Authority will measure the quality of delivery against:

.15.1 Milestone	.15.2 Description	.15.3 Timeframe
.15.4 1	.15.5 Develop and agree migration plan including timelines and responsibilities	.15.6 Within week one of Contract Award
.15.7 2	.15.8 Plan migration process and provision of resources	.15.9 Within week one of Contract Award
.15.10 2	.15.11 Migration of all technical hardware from existing service provider	.15.12 Within week two of Contract Award
.15.13 3	.15.14 Re-establishment of all services	.15.15 Within week two of Contract Award
.15.16 4	.15.17 On-going service data hosting provisions	.15.18 Within week three until end of Contract Award

6. CONTINUOUS IMPROVEMENT

.16 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.

.17 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

.18

7. ACCREDITATION

.19 Tier 3+ data centre with ISO 27001, ISO 9001 and ISO 14001 accreditation.

.20

8. SERVICE LEVELS AND PERFORMANCE



.21 The Authority will measure the quality of the Supplier's delivery by achievement against the milestones described in Paragraph 5.

.22 The Authority will measure the quality of the Supplier's delivery by:

.23	KP I/S LA	.24	Servic e Area	.25	KPI/SLA description	.26	T a r g e t
.27	1	.28	Conne ctivity	.29	Connectivity /uptime for service	.30	9 9 . 9 %
.31	2	.32		.33		.34	
.35	3	.36		.37		.38	
.39	4	.40		.41		.42	
.43	5	.44		.45		.46	

9. SECURITY REQUIREMENTS



- .47 Access to the data centre to be restricted to a pre-agreed list of NICOR staff.
 - .48 The servers to be kept in purpose-built room with appropriate security features.
 - .49 High security protection including advanced access control and CCTV surveillance.
 - .50 Access limited to the user's own caged and locked racks.
 - .51 Industrial standard fire protection and suppression system linked to multi-level detection across all zones.
 - .52 High level environmental monitoring with 24/7/365 support.
 - .53 Access to the data centre to be by pre-agreed procedure, with a minimum of 24 hours' notice.
 - .54 Visitors to be required to sign into the building reception area and their identity to be confirmed by photographic ID.
 - .55 Biometric access controls to be in place throughout the building.
10. PAYMENT
- .56 Payment to be made by BACS following receipt of compliant invoice.
11. TERM
- .57 14 months (1 February 2024 to 31 March 2025).

Attachment 2 – Charges and Invoicing

Part A – Milestone Payments and Delay Payments

Not applicable

Part B – Service Charges

Not applicable

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

Staff Grade	Day Rate (£)
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Crown
Commercial
Service

Part D – Risk Register

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 12
Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (£)	Impact (description)	Mitigation (description)	Cost of mitigation	Post-mitigation impact (£)	Owner

Part E – Early Termination Fee(s)



Attachment 3 – Outline Implementation Plan

#	Milestone	Deliverables (<i>bulleted list showing all Deliverables (and associated tasks) required for each Milestone</i>)	Duration (Working Days)	Milestone Date
M1	[Concept Design]	[Statement of Requirements System/Application Specifications Interface Specifications Systems Testing Strategy Implementation Strategy and Plan Risk and Issues Management Plan Outline Disaster Recovery Plan Project Schedule Service Management Plan]		
M2	[Full Development]	[Design Verification Reports Design Validation Reports Change Management Plan System/Application Implementation Plan Risk and Issues Management Project Schedule Service Management Plan]		
M3	[System User Testing]	[System Test Report Risk and Issues Management Plan Project Schedule Service Management Plan Defects Log Final Inspection and Testing Report]		
M4	[User Readiness for Service]	[Training Plan Risk and Issues Log Implementation Plan Operations Plan Data Conversion & Cutover Plan Project Schedule Service Management Plan]		
M5	[Implementation]	[Implementation Plan Training Scripts]		
M6	[In Service Support]	[Post Implementation Report Data Conversion and Cut-Over Plan Service Delivery Reports Risk and Issues Log Service Management Plan Defects Log]		



Attachment 4 – Service Levels and Service Credits

Service Levels and Service Credits

Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
[Accurate and timely billing of Buyer]	[Accuracy /Timelines]	[at least 98% at all times]	[]	[0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure]
[Access to Buyer support]	[Availability]	[at least 98% at all times]	[]	[0.5% Service Credit gained for each percentage under the specified Service Level Performance Measure]

Critical Service Level Failure

N/A



Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

- .57.1 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
n/a	n/a	n/a

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
N/A	N/A	N/A	N/A	N/A

Attachment 6 – Software

- .57.1 The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).
- .57.2 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:

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry

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

Attachment 7 – Financial Distress

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

PART A – CREDIT RATING THRESHOLD

Entity	Credit Rating (long term) <i>(insert credit rating issued for the entity at the Commencement Date)</i>	Credit Rating Threshold <i>(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3))</i>
Supplier	[Rating Agency 1] – [insert rating for Rating Agency 1]	[Rating Agency 1] – [insert threshold for Rating Agency 1]
	[Rating Agency 2] – [insert rating for Rating Agency 2]	[Rating Agency 2] – [insert threshold for Rating Agency 2]
	[etc.]	[etc.]
[Guarantor]	[Rating Agency 1] – [insert rating for Rating Agency 1]	[Rating Agency 1] – [insert threshold for Rating Agency 1]
	[Rating Agency 2] – [insert rating for Rating Agency 2]	[Rating Agency 2] – [insert threshold for Rating Agency 2]
	[etc.]	[etc.]
[Key Sub-contractor 1]	[etc.]	[etc.]
[Key Sub-contractor 2]	[etc.]	[etc.]

PART B – RATING AGENCIES

- [Rating Agency 1 (e.g Standard and Poors)]
 - Credit Rating Level 1 = [AAA]
 - Credit Rating Level 2 = [AA+]
 - Credit Rating Level 3 = [AA]
 - Credit Rating Level 4 = [AA-]
 - Credit Rating Level 5 = [A+]
 - Credit Rating Level 6 = [A]
 - Credit Rating Level 7 = [A-]

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