



**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 15 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 <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;
4. Attachment 3 – Outline 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 – Statement of Work template; and
13. 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:	con_22804
Contract Title:	Youth Justice Application Framework (YJAF) 2023
Contract Description:	[REDACTED]
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	£9,900,000 (including VAT) including contingency sums and statements of work
Estimated Year 1 Charges:	[REDACTED]
Commencement Date: this should be the date of the last signature on Section E of this Order Form	1 October 2023

Buyer details
Buyer organisation name Youth Justice Board for England and Wales
Billing address Your organisation's billing address - please ensure you include a postcode APinvoices-MOJ-U@gov.sscl.com cc [REDACTED] [REDACTED]
Buyer representative name [REDACTED]
Buyer representative contact details [REDACTED]
Buyer Project Reference [REDACTED]



Supplier details

Supplier name

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

NEC Software Solutions UK Limited (company number 00968498) (as at the date of the Framework Agreement the Supplier was called Northgate Public Services (UK) Limited)

Supplier address

Supplier's registered address

1st Floor, Imex Centre, 575-599 Maxted Road, Hemel Hempstead, Hertfordshire HP2 7DX

Supplier representative name

[REDACTED]

Supplier representative contact details

[REDACTED]

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

[REDACTED]

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

[REDACTED]

Guarantor Company Number

[REDACTED]

Guarantor Registered Address

[REDACTED]



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

36 Months

Extension Period (Optional) Months

0

Minimum Notice Period for exercise of Termination Without Cause 30 Days

(Calendar days) (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:

[REDACTED]

Third Party Premises:

Not Applicable

Buyer Assets

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

[REDACTED]

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.

As per Attachment 1 Services Specification

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.

As per Attachment 1 Services Specification

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.

As per Attachment 1 Services Specification

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 (£) - £1 million

Professional Indemnity Insurance (£) – £1 million

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

[REDACTED]



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.

[REDACTED]

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.

[REDACTED]



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

[REDACTED]

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.

[REDACTED]

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



Crown
Commercial
Service

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.*

[REDACTED]



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]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]

For and on behalf of the Buyer

Name	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]



Crown
Commercial
Service

Attachment 1 – Services Specification

The following documents are embedded into the electronic version of this Order Form and hereby incorporated into the Call-Off Agreement by reference:

[REDACTED]



Crown
Commercial
Service

Attachment 2 – Charges

Part A – Milestone Payments and Delay Payments

[REDACTED]

Part B – Service Charges

[REDACTED]



Crown
Commercial
Service



Crown
Commercial
Service

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

[REDACTED]



Part D – Risk Register

Not applicable



Crown
Commercial
Service

Part E – Early Termination Fee(s)

Not applicable.



Crown
Commercial
Service

Attachment 3 – Outline Implementation Plan

[REDACTED]



Crown
Commercial
Service

Attachment 4 – Service Levels and Service Credits

[REDACTED]



Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

[REDACTED]

Part A – Key Supplier Personnel

[REDACTED]

Part B – Key Sub-Contractors

[REDACTED]



Crown
Commercial
Service

Attachment 6 – Software

[REDACTED]

Part A – Supplier Software

[REDACTED]



Crown
Commercial
Service

Part B – Third Party Software

[REDACTED]

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

[REDACTED]

Attachment 8 – Governance

PART A – SHORT FORM GOVERNANCE

[REDACTED]

PART B – LONG FORM GOVERNANCE – Not Applicable

Attachment 9 – Schedule of Processing, Personal Data and Data Subjects

[REDACTED]

Attachment 10 – Transparency Reports

Title	Content	Format	Frequency
[Performance]			
[Charges]			
[Key Sub-Contractors]			
[Technical]			
[Performance management]			

Attachment 11 – Statement of Work Template

[REDACTED]

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

[REDACTED]