



Technology Services 2 Agreement RM3804
Framework Schedule 4 - Annex 1

Order Form

In this Order Form, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions), Framework Schedule 1 or the relevant Call Off Schedule in which that capitalised expression appears.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of the Call Off Contract for the duration of the Call Off Period.

This Order Form should be used by Customers ordering Services under the Technology Services 2 Framework Agreement ref. RM3804 in accordance with the provisions of Framework Schedule 5.

The Call Off Terms, referred to throughout this document, are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3804>

The Customer must provide a draft Order Form as part of the Further Competition Procedure.

Section A General information

This Order Form is issued in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

Customer details

Customer organisation name

Department for Education

Billing address

Your organisation's billing address - please ensure you include a postcode
Sanctuary Buildings, Great Smith Street, London, SW1P 3BT

Customer representative name

REDACTED

Customer representative contact details

Email and telephone contact details for the Customer's representative

REDACTED

Supplier details



Supplier name

The Supplier organisation name, as it appears in the Framework Agreement
Welldata Ltd

Supplier address

Supplier's registered address
Unit 18 Kingsmill Business Park Chapel Mill Road, Kingston Upon Thames KT1 3GZ

Supplier representative name

The name of the Supplier point of contact for this Order

REDACTED

Supplier representative contact details

Email and telephone contact details of the supplier's representative

REDACTED

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

20210603A

Section B

Overview of the requirement

Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition)

- | | |
|--|-------------------------------------|
| 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 | ☒ |
| 4. PROGRAMMES & LARGE PROJECTS | |
| a. OFFICIAL | ☐ |
| a. SECRET (& above) | ☐ |

Customer project reference

Please provide the customer project reference number.

Project_5371

Call Off Commencement Date

The date on which the Call Off Contract is formed
– this should be the date of the last signature on
Section E of this Order Form

Approximately

03/06/2021



Call Off Contract Period (Term)

A period which does not exceed the maximum durations specified per Lot below:

Lot	Maximum Initial Term – Months (Years)	Extension Options – Months (Years)	Maximum permissible overall duration – Years (composition)
1		-	
2		-	
3	2	6 months	
4			

* There is a minimum 5 year term for this Lot

Call Off Initial Period Months

24 months

Call Off Extension Period (Optional) Months

6

Minimum Notice Period for exercise of Termination Without Cause 30 days.

(Calendar days) Insert right (see Call Off Clause 30.7) The buyer reserves the right to terminate for convenience.

Additional specific standards or compliance requirements

Include any conformance or compliance requirements over and above the Standards (including those listed at paragraph 2.3 of Framework Schedule 2) which the Services must meet.

List below if applicable

GDS Standards and DFE Service Standards.

Customer's ICT and Security Policy

Where the Supplier is required to comply with the Customer's ICT Policy and Security Policy then append to this Order Form as a clearly marked document

REDACTED

Security Management Plan

Where the Supplier is required to provide the Customer with the Security Management Plan then append to this Order Form as a clearly marked document. Supplier is Cyber Essential & Cyber Essential Plus Certified.

Section C Customer Core Services Requirements

Please provide details of all Services required including the locations where the Supplier is required to provide the Services Ordered.

Services

List below or append as a clearly marked document to confirm the Services which the Supplier shall provide to the Customer (which could include the Customer's requirement and the Supplier's response to the Further Competition Procedure). If a Direct Award, please append the Supplier's Catalogue Service Offer. Please see word document below with requirements and response from supplier.

REDACTED



Location/Site(s) for provision of the Services

There is no requirement for an onsite role as part of the day-to-day functioning of this service and meetings will take place via remote working. If, in exceptional circumstances, the Service provider is required to attend a DfE site for any reason, the location is likely to be the London Sanctuary Building. There will be no expenses associated with travelling to DfE sites.

Additional Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional t&c's v4.

Those Additional Clauses selected below shall be incorporated into this Call Off Contract

Applicable Call Off Contract Terms

Optional Clauses

Can be selected to apply to any Order

Additional Clauses and Schedules

Tick any applicable boxes below

Tick any applicable boxes below

A: SERVICES – Mandatory

The following clauses will automatically apply where Lot 3 services are provided (this includes Lot 4a & 4b where Lot 3 services are included).



C: Call Off Guarantee



D: Relevant Convictions



A3: Staff Transfer

E: Security Requirements



A4: Exit Management

A: PROJECTS - Optional

F: Collaboration Agreement

Where required please complete and append to this Order Form as a clearly marked document (see Call Off Schedule F)



A1: Testing



A2: Key Personnel



G: Security Measures



B: SERVICES - Optional

Only applies to Lots 3 and 4a and 4b

H: MOD Additional Clauses



B1: Business Continuity and Disaster Recovery



B2: Continuous Improvement & Benchmarking



Alternative Clauses

B3: Supplier Equipment



To replace default English & Welsh Law, Crown Body and FOIA subject base Call Off Clauses

B4: Maintenance of the ICT Environment



Tick any applicable boxes below



B5: Supplier Request for Increase of the Call Off Contract Charges	☐	Scots Law Or	☐
B6: Indexation	☐	Northern Ireland Law	☐
B7: Additional Performance Monitoring Requirements	☐	Non-Crown Bodies	☐
		Non-FOIA Public Bodies	☐

Collaboration Agreement (see Call Off Schedule F) This Schedule can be found on the RM3804 CCS webpage. The document is titled RM3804 Collaboration agreement call off schedule F v1.

Organisations required to collaborate (Collaboration Suppliers)
Click here to enter text.

An executed Collaboration Agreement shall be delivered from the Supplier to the Customer within the stated number of Working Days from the Call Off Commencement Date *insert right* N/A.

OR

An executed Collaboration Agreement from the Supplier has been provided to the Customer and is attached to this Order Form. ☐

tick box (right) and append as a clearly marked complete document

Licensed Software Where Software owned by a party other than the Customer is used in the delivery of the Services list product details under each relevant heading below

Supplier Software

None unless agreed by DFE

Third Party Software

None unless agreed by DFE

Customer Property (see Call Off Clause 21)

Items licensed by the Customer to the Supplier (including any Customer Software, Customer Assets, Customer System, Customer Background IPR and Customer Data)

List below if applicable

None

Call Off Contract Charges and Payment Profile (see Call Off Schedule 2)

Include Charges payable by the Customer to the Supplier (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)

List below or append as a clearly marked document. If a Direct Award, please append the Price Card attached to the Supplier's Catalogue Service Offer.

Payment procedure fixed as per set out in ITT document.

REDACTED

Payments from the Customer to the Supplier are to be completed by BACS / PO



Invoices to be sent to **REDACTED**

Cost Centre – **REDACTED**

Travel to and from the home location will not attract expenses.

Travel to other locations must be approved and must adhere to DfE Travel and subsistence policy:

REDACTED

Undisputed Sums Limit (£)

N/A

Insert right (see Call Off Clause 31.1.1)

Delay Period Limit (calendar days)

N/A

Insert right (see Call Off Clause 5.4.1(b)(ii))

Estimated Year 1 Call Off Contract Charges (£)

REDACTED

For Call Off Contract Periods of over 12 Months

Enhanced Insurance Cover

Where a specific Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Schedule 14 please specify below

Third Party Public Liability Insurance (£)

Professional Indemnity Insurance (£)

Transparency Reports (see Call Off Schedule 6)

If required by the Customer populate the table below to describe the detail (titles are suggested examples)

Title	Content	Format	Frequency
Development Update	The supplier to provide an update on any ongoing development of new functionality or UI.	Brief update by email to the product owner – or meeting to discuss.	Monthly
Report on KPIs	See below	Brief update either via email or in person	Monthly

Quality Plans (see Call Off Clause 7.2)

Time frame for delivery of draft Quality Plans from the Supplier to the Customer – from the Call Off Commencement Date (Working Days)

Not required.

Where applicable insert right

Implementation Plan (see Call Off Clause 5.1.1)

Time frame for delivery of a draft Implementation Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days)

Where applicable insert right. If a Direct Award, please append the Implementation Plan attached to the Supplier's Catalogue Service Offer.



BCDR (see Call Off Schedule B1)

This can be found on the CCS RM3804 webpage. The document is titled RM3804 Alternative and additional t&c's v4. Welldata will provide within a 30 day period from signature.



An executed BCDR Plan from the Supplier is required prior to entry into the Call Off Contract *tick box (right) and append as a clearly marked complete document*

OR

Time frame for delivery of a BCDR Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days) **30 days.**

Where applicable insert right

Disaster Period (calendar days) **7 days**

GDPR (see Call Off Clause 23.6)

Where a specific Call Off Contract requires the inclusion of GDPR data processing provisions, please complete and append Call Off Schedule 7 to this order form. This Schedule can be found in the Call Off Contract on the RM3804 CCS webpage

REDACTED

Supplier Equipment (see Call Off Clause B3)

This can be found on the RM3804 CCS webpage. The document is titled RM3804 Alternative and additional t&c's v4. N/A

X - Service Failures (number)

1

Where applicable insert right

Y – Period (Months)

1

Where applicable insert right

Key Personnel & Customer Responsibilities (see Call Off Clause A2)

List below or append as a clearly marked document to include Key Roles

Key Personnel

List below or append as a clearly marked document to include Key Roles

Customer Responsibilities

List below or append as a clearly marked document

REDACTED

- **REDACTED**

Relevant Conviction(s)

Where applicable the Customer to include details of Conviction(s) it considers relevant to the nature of the Services.

List below or append as a clearly marked document (see Call Off Clause D where used)

REDACTED

Appointment as Agent (see Call Off Clause 19.5.4)

Insert details below or append as a clearly marked document

Specific requirement and its relation to the Services Other CCS framework agreement(s) to be used



N/A

N/A

SERVICE LEVELS AND SERVICE CREDITS (see Part A of Call Off Schedule 3)

Service Levels

If required by the Customer populate the table below to describe the detail (content is suggested examples).

If a Direct Award, please append the Supplier's Service Level Agreement as attached to the Supplier's Catalogue Service Offer.

1.1 Service Levels

1.1.1	I	It should be noted that planned maintenance agreed with the DfE shall not be counted as a period of non-availability for performance monitoring purposes, as long as it is properly agreed and authorised with the DfE.
1.1.2	I	It should be noted that outages of the Infrastructure as a Service (IaaS) or Wide Area Network (WAN) infrastructure shall not be counted as a period of non-availability for performance monitoring purposes.
1.1.3	I	The availability of the services shall be calculated as follows: Percentage availability = $[T - P - X - (U \cdot I / 100) \text{ incident 1} - (U \cdot I / 100) \text{ incident 2} \dots] \cdot 100 / [T - P]$ where: T = total number of minutes in period; P = number of minutes of planned service outage agreed by the DfE; X = number of minutes of unplanned IaaS, SQL and WAN outage; U = number of minutes of unplanned outage (high priority incident); I = percentage of users impacted by the outage (high priority incident).
1.1.4	M	The Supplier shall take action to minimise the number and duration of disruptions to user services. Specifically: All planned disruptions to user services must be authorised in advance by the Customer; Planned activities which disrupt user services are to be undertaken outside the core period of 9am to 5pm, Monday to Friday; At least 3 days' notice is to be given of planned maintenance affecting user services; At least 30 minutes' notice is to be given of essential unplanned maintenance activities; No more than 1 unplanned disruption to the Services is to occur during Core hours in any two week period.
1.1.5	M	The Service Provider shall provide extended hours of Service Desk provision or change of Category when requested to do so by the



		Customer for individual applications. These requests shall be managed under the change request process.
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Critical Service Level Failure (see Call Off Clause 9)

Agree and specify the metrics for Critical Service Level Failures in the marked areas below

In relation to service outage a Critical Service Level Failure shall include an outage in excess of 5 days more than once in any 30 day period or more than a 60 day period.

And/or

In relation to the Academy Accounts Return, this should be uploaded within 3 weeks of being handed to supplier. A Critical Service Level Failure shall include a delay in producing the specified deliverable ordered by the Customer in excess of 10 days.

And

In relation to the Consistent Financial Reporting data for maintained schools, this should be uploaded within 2 ½ weeks of being handed to supplier. A Critical Service Level Failure shall include a delay in producing the specified deliverable ordered by the Customer in excess of 10 days .

The number of Service Level Performance Criteria for the purpose of Call Off Clause 8.6 shall be **[specify number]**. N/A.

Service Credits

N/A

Service Credit Cap

Agree and specify the Service Credit Cap in the marked areas below

N/A

In the period from the Call Off Commencement Date to the end of the first Call Off Contract Year **[xxx]**% of the Estimated Year 1 Call Off Contract Charges; and

during the remainder of the Call Off Contract Period, **[xxx]**% of the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the period of twelve (12) Months immediately preceding the Month in respect of which Service Credits are accrued.



Additional Performance Monitoring Requirements

Technical Board (see paragraph 2 of Call Off Schedule B7). This can be found on the CCS RM3804 webpage. The document is titled Alternative and additional t&c's v4.

If required by the Customer populate the table below to describe the detail

Required Members			
Job Title	Name	Location	Frequency

Time frame in which the Technical Board shall be established – from the Call Off Commencement Date (Working Days) *Where applicable insert right* N/A

Section D Supplier response

Suppliers - use this section to provide any details that may be relevant in the fulfilment of the Customer Order

Commercially Sensitive information

Any information that the Supplier considers sensitive for the duration of an awarded Call Off Contract

[WellData's rate card and names of personnel and relevant roles](#)

Total contract value

Please provide the total contract value (for the Call Off Initial Period) as detailed in your response to the Customer's statement of requirements. If a Direct Award, please refer to the Price Card as attached to the Supplier's Catalogue Service Offer.

REDACTED



Section E

Call Off Contract award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of this Order Form and the Call Off Terms (together referred to as “the Call Off Contract”) for the duration of the Call Off Contract Period.

SIGNATURES

For and on behalf of the Supplier

Name	REDACTED
Job role/title	MD
Signature	REDACTED
Date	3 rd June 2021

For and on behalf of the Customer

Name	REDACTED
Job role/title	Commercial Lead
Signature	REDACTED
Date	3 rd June 2021