



**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 1st June 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 – 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

1.4 Framework Schedule 18 (Tender).

Section A General information

Contract Details	
Contract Reference:	C24779
Contract Title:	I-LEAP Delivery and Support Partner
Contract Description:	Contract to provide programme delivery and support services for the Buyer's International Law Enforcement Alerts Platform (I-LEAP).
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	£11m - £14m for the three year contract period, two year initial period and the one year optional extension period.
Estimated Year 1 Charges:	£2,700,000
Commencement Date: this should be the date of the last signature on Section E of this Order Form	1st June 2024

Buyer details
Buyer organisation name The Home Office, 2 Marsham Street, London, SW1P 4DF
Billing address HOSupplierInvoices@homeoffice.gov.uk Home Office shared Service Centre PO Box 5015 Newport Gwent NP20 9BB
Buyer representative name The name of your point of contact for this Order [REDACTED]
Buyer representative contact details [REDACTED]

**Buyer Project Reference**

Please provide the customer project reference number.

C24779

Supplier details**Supplier name**

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

Sopra Steria Limited

Supplier address

Supplier's registered address

Three Cherry Trees Lane, Hemel Hempstead, Hertfordshire, HP2 7AH

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. This must include an email for the purpose of Clause 50.6 of the Contract.

[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.

C24779

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



Crown
Commercial
Service

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

1st June 2024

Contract Period

Initial Term Months
24 Months

Extension Period (Optional) Months
12 Months

Minimum Notice Period for exercise of Termination Without Cause 90 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:



Supplier Premises:

Third Party Premises:

Buyer Assets

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

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.

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.

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.

Buyer Responsibilities



Guidance Note: list any applicable Buyer Responsibilities below.

[Redacted content]

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

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):



i



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)	<input checked="" type="checkbox"/>
S4: Staff Transfer	<input checked="" type="checkbox"/>
S5: Benchmarking	<input type="checkbox"/>
S6: Business Continuity	<input 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 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.

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.

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.

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.



Section D Supplier Response

The Supplier's response is set out in each Project Document appended to Attachment 3 (Implementation Plan)

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 content]



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	
Job role/title	
Signature	
Date	

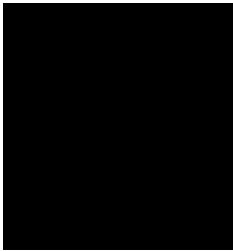
For and on behalf of the Buyer

Name	
Job role/title	
Signature	
Date	



Attachment 1 – Services Specification

The high level Buyer requirements are set out in the attachment below, however the Buyer and the Supplier will agree the scope of project and service requirements and Deliverables in Project Documents for each Increment Period in accordance with process set out in Attachment 3 (Implementation Plan).





Attachment 2 – Charges and Invoicing

Part A – Charges

- 1) The Contract Anticipated Potential Value as set out in Part A of the Order Form has been forecasted against each Increment Period as set out in the table below.

Increment Number	Increment Period	Split of Contract Anticipated Potential Value across each Increment Period
1		
2		
3		
4		
5		
6		
	Contract Anticipated Potential Value	£12,360,000

*optional extension period

- 2) The parties agree that there may be a requirement for flexibility of the actual split of the charges across all the Increment Periods subject to the overall value of the contract remaining as per the Contract Anticipated Potential Value as set out in Part A of the Contract.
- 3) The agreed Charges for Deliverables and Services will be set out in each agreed Project Document for the relevant Increment Period as appended to Attachment 1 (Implementation Plan). There will be two Project Documents for each Increment Period as follows:
- Fixed Price Project Document; and
 - Time and Materials Project Document
- 4) The Table below sets out the agreed Charges that have been incorporated into the Project Documents for Increment Period 1 as at the Commencement Date. Charges for future Increment Periods 2-6 will be agreed in accordance with the process as set out in Attachment 3 (Implementation Plan) at which point the table below will be updated in accordance with the change Control Procedure.



Increment Number#	Increment Description	Increment Payment amount (£GBP) Increment Charge	Increment Period	Delay Payments (where Milestone) (£GBP per day)

5) Delay Payments

- a) [REDACTED]
- b) [REDACTED]

Part B Not Used

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

- 1) The Rate Card to be used for Time and Materials work is set out in the table below.
- 2) The Rate Card is based on core support hours from 09:00 a.m. to 05:00 p.m. Monday to Friday (excluding Bank Holidays).
- 3) Expenses shall be calculated in accordance with paragraph 3 of Schedule 2 (Charges and Invoicing).
- 4) The Day Rates exclude VAT.

Role	SFIA Level	Day Rate (Price) (£'s)
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]



1	1	1	1	1
2	2	2	2	2
3	3	3	3	3
4	4	4	4	4
5	5	5	5	5
6	6	6	6	6
7	7	7	7	7
8	8	8	8	8
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92	92	92	92	92
93	93	93	93	93
94	94	94	94	94
95	95	95	95	95
96	96	96	96	96
97	97	97	97	97
98	98	98	98	98
99	99	99	99	99
100	100	100	100	100

Risks will be managed via a RAID log updated monthly by the Supplier and reviewed as part of the Risk Review Board as set out in Attachment 8 (Governance).

Part E – Early Termination Fee(s)





Crown
Commercial
Service

Attachment 3 – Outline Implementation Plan

The Outline Implementation Plan and process for agreeing Project Documents are set out in the attachment below:





Attachment 4 – Service Levels and Service Credits

The Buyer will measure the quality of the Supplier's delivery as set out in the attached document.



Service Credit Cap –





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

Key Supplier Personnel	Key Role(s)	Duration
[REDACTED]	[REDACTED]	[REDACTED]




Part B – Key Sub-Contractors [REDACTED]

Attachment 6 – Software – Not Used

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>
		

PART B – RATING AGENCIES

Rating Agency 1 - Dun and Bradstreet (D&B)	Credit Rating Level 1 = Failure Score of 51 or above	Low Risk
	Credit Rating Level 2 = Failure Score of 11 to 50	Greater Than Average Risk
	Credit Rating Level 3 = Failure Score of 10 or below	High Risk

Attachment 8 – Governance

PART A – SHORT FORM GOVERNANCE [REDACTED]

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]	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

M [REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

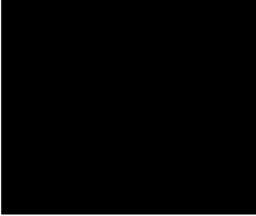
**Attachment 9 – Schedule of Processing, Personal Data and Data
Subjects – NOT USED**

Attachment 10 – Transparency Reports

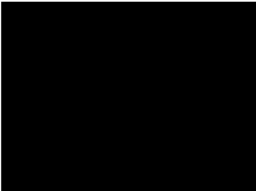
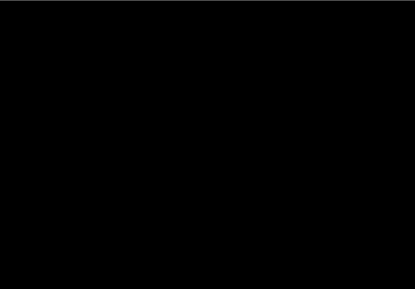
Title	Content	Format	Frequency
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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

The Call off Terms and Call off Schedules that are applicable to this contract are attached below:



The following RM6100 Lots 2-3 and 5 additional terms that are applicable to this Contract, as referred to in Section C Part A and Part B of this Order Form, are attached below:



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]