



**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 [Technology Services 3 - CCS \(crowncommercial.gov.uk\)](https://www.crowncommercial.gov.uk/Technology-Services-3-CCS). 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:

- a) the Framework, except Framework Schedule 18 (Tender);
- b) the Order Form;
- c) the Call Off Terms; and
- d) Framework Schedule 18 (Tender).



Section A General information

Contract Details	
Contract Reference:	RM6100 Technology Services 3 Lot 3
Contract Title:	EU-Trade – Application Development and Support Services
Contract Description:	To provide end-to-end application development and digital delivery capabilities in a multi-supplier environment working to the Buyer standards and methods
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	9,750,000.00
Estimated Year 1 Charges:	£9,750,000.00
Commencement Date: this should be the date of the last signature on Section E of this Order Form	1st April 2024

Buyer details
Buyer organisation name The Secretary of State for Environment, Food and Rural Affairs

Billing address
Your organisation's billing address - please ensure you include a postcode [REDACTED]

Buyer representative name
[REDACTED]

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]

Buyer Project Reference
Please provide the customer project reference number. Contract Number: C24009 (for Project Ref: C23728).

Supplier details
Supplier name



Capgemini UK Plc

Supplier address

[REDACTED]

Supplier representative name

[REDACTED]

Supplier representative contact details

[REDACTED]

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

RM6100 – Capgemini – Lot 3 – Application Management and Support – 003

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

Not Applicable

Guarantor Company Number

Not Applicable

Guarantor 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

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
12 Months

Extension Period (Optional) Months
6 months

Minimum Notice Period for exercise of Termination Without Cause 30 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.



Buyer Premises:

All Capgemini UK plc premises

Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms
Not Applicable

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.

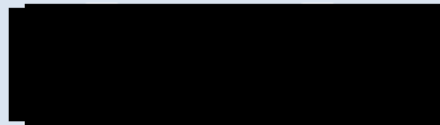


- [Quality Assurance Testing](#)
- [Service Standards](#)
- [Technology Code of Practice](#)
- [DDTS Tools Authority Common Technology Choices](#)
- [OWASP Security Standards](#)
- [CCTS Assurance Guardrails](#)
- [MRS Code of Conduct](#)
- [MRS Binding guidelines](#)

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.

The Parties shall review and agree the Security Policy within 90 days of the contract start date. The Buyer Security Policy shall then form part of the Call Off Contract. The Security Policy for offshoring is attached 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.

The Parties shall review and agree the ICT Policy within 90 days of the contract start date. The Buyer ICT Policy shall then form part of the Call Off Contract.

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.

[Redacted area for Insurance details]

[illegible]



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	☐
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	☐
Part B – Long Form Change Control Schedule	☒

The Part selected above shall apply this Contract.

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.

The Supplier will use the existing Security Plan developed previously. This aligns to the Buyer Security Policies and will be reviewed and agreed by both parties.

Additional Schedule S4 (Staff Transfer)

Not required



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)

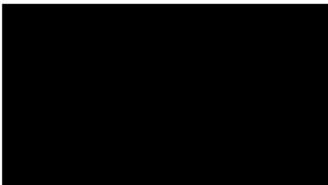
Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.

The Supplier will work in a multi-disciplinary/multi-vendor environment to support the Buyer, working collaboratively with existing Buyer teams and other suppliers.

An executed Collaboration Agreement shall be delivered from the Supplier to the Buyer within the stated 30 Working Days from the Commencement Date: 1st April 2024

Section D Supplier Response

The response document details the services offered by the Supplier which are available to meet the Buyer's requirements to outsource a managed service for a defined scope of services.



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.*

1. All Cost Models and Open Book information are deemed as Commercially Sensitive

Section E Contract Award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.



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SIGNATURES

For and on behalf of the Supplier

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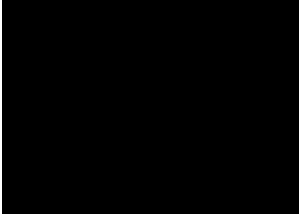
For and on behalf of the Buyer

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Attachment 1 – Services Specification





Part A – Milestone Payments and Delay Payments

To be applied at Statement of Work level in agreement by both parties.

The Supplier will provide invoicing in accordance with Schedule 2 – Charges and Invoicing with the following additional requirements:

[illegible]



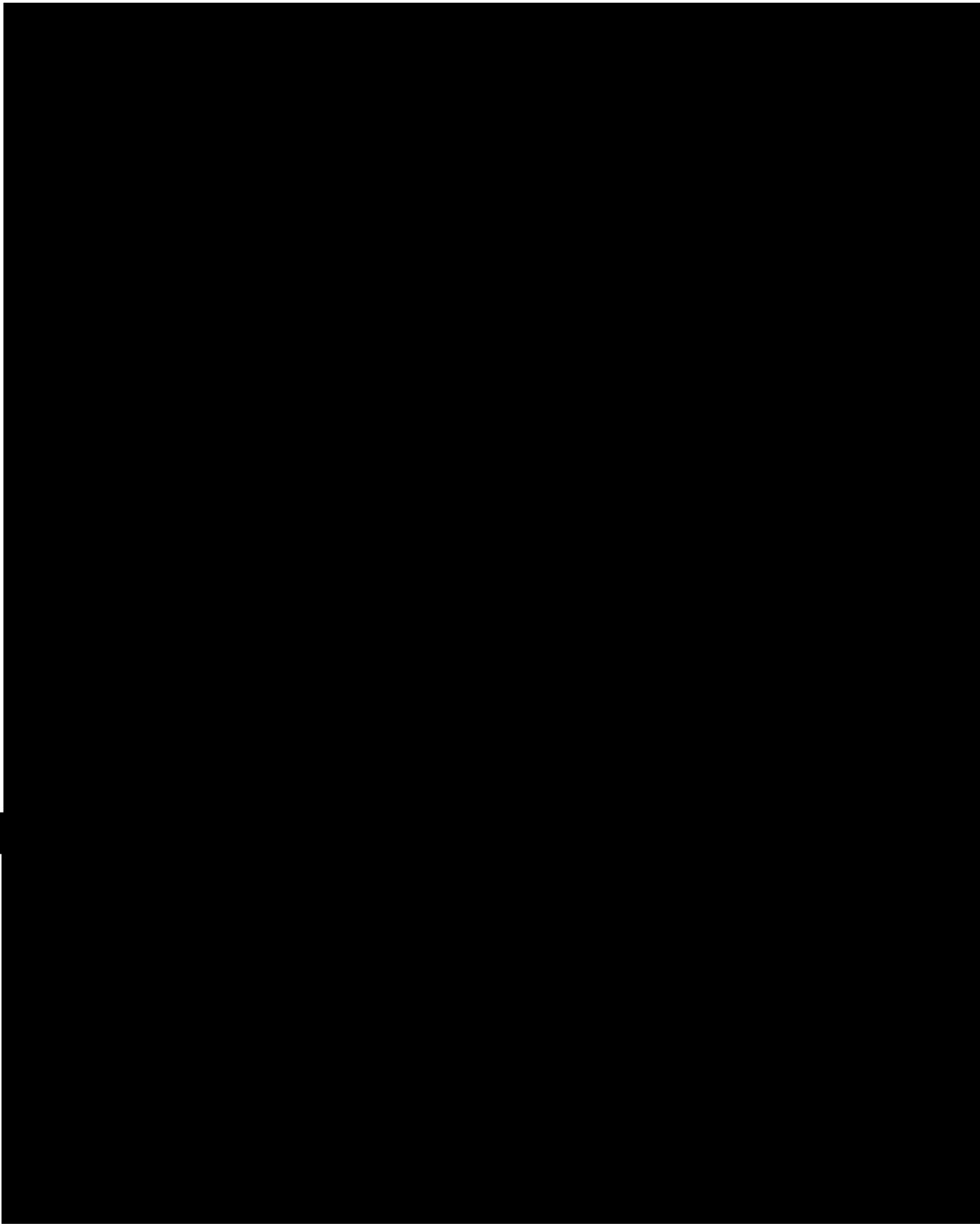
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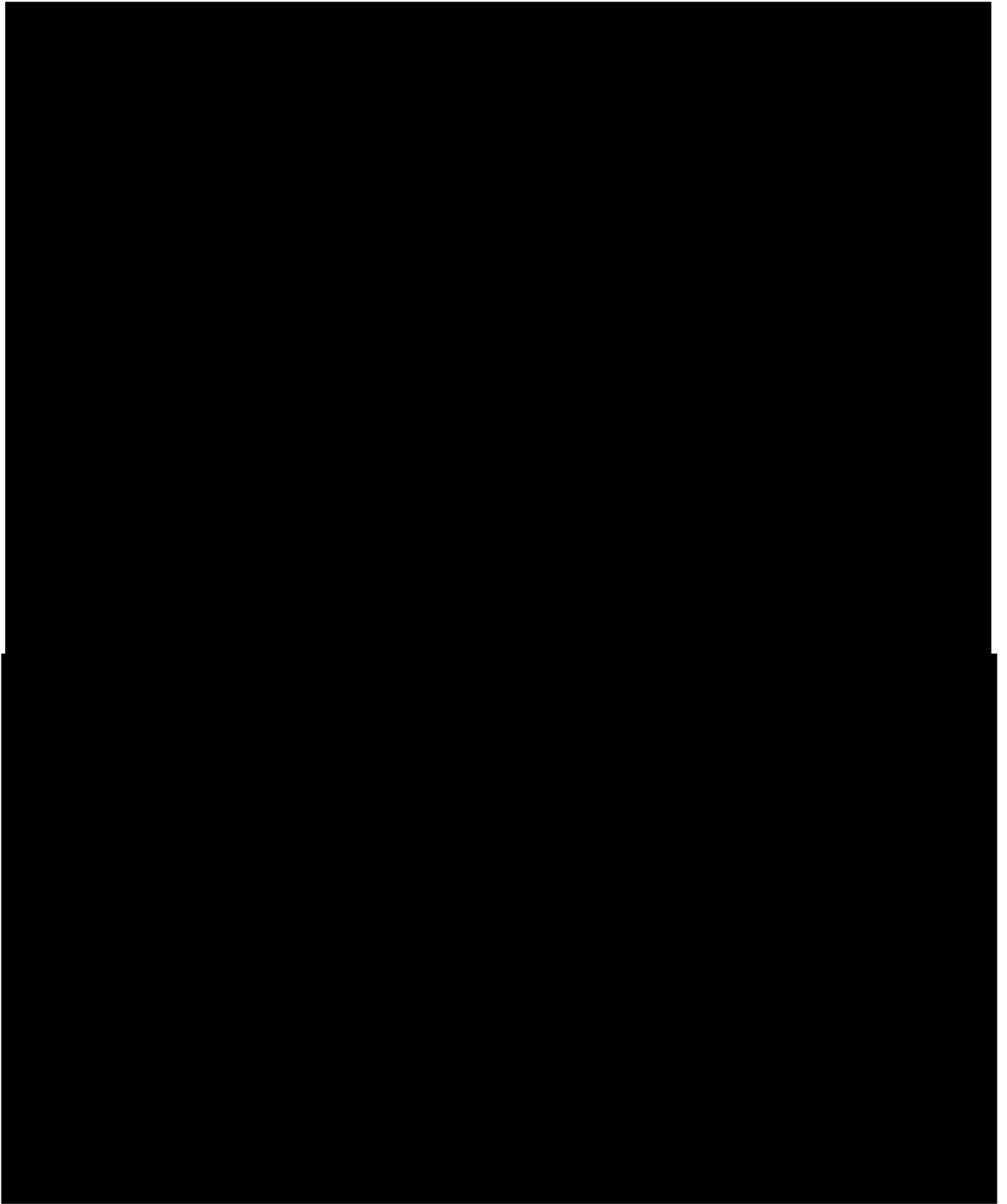
Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges

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1. *Introduction*
 2. *Background*
 3. *Methodology*
 4. *Results*
 5. *Discussion*
 6. *Conclusion*
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Part E – Early Termination Fee(s)



Attachment 3 – Outline Implementation Plan

[Redacted text block containing multiple lines of blacked-out content]



Attachment 4 – Service Levels and Service Credits

The Supplier shall use reasonable skill and care in the provision of the Services and proposes the following indicators for regular, monthly, assessments of performance:

Theme	KPI	Definition
Quality	Information quality	The Supplier's demonstration of progress and quality of reporting artefacts i.e., show and tells, sprint review, agile ceremonies and reporting, RAID support.
Quality	Talent utilisation	The level of Supplier staff technical suitability for required roles, how well the Supplier team is integrated and work is done collaboratively and openly.
Quality	Contractual compliance	The level of compliance to the relevant contract / SoW / framework / SLAs.
Cost	Spend vs Forecast	Budget variance against plan and value for money
Cost	Continuous improvement	The level of thought leadership in action, valuable lessons learned, captured and shared, innovative ideas shared and implemented across the team(s) / project(s).
Cost	Invoicing	The level of (planned) overtime use, the timely receipt of good quality invoicing data, SoW and timesheet accuracy.
Timeliness	Milestones	The level of say vs do, promise dates met, burndown and progress achieved against the plan.
Timeliness	Talent availability	The Supplier ability to provide teams with the right technical and people skills and efficiently manage resource turnover. Levels of unplanned absences, insufficient staff and attrition.
Timeliness	Responsiveness	The Supplier's ability dealing with live incidents and problems. Timely request acknowledgement and/or query closure. Timely data or deliverable provision. Account management issue resolution. Risk recognition & mitigation

Indicators for regular, monthly, assessments of performance.



Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

[Redacted]

[Redacted]

Part A – Key Supplier Personnel

Not Applicable

Part B – Key Sub-Contractors

Not Applicable

Attachment 6 – Software

Any software required will be specified at SoW level.

Attachment 7 – Financial Distress

[Redacted content]

PART A – CREDIT RATING THRESHOLD

Entity	Credit Rating (long term)	Credit Rating Threshold
Supplier	Dun & Bradstreet Credit Rating Level 1	Dun & Bradstreet Risk Indicator = 3

PART B – RATING AGENCIES

- Dun & Bradstreet
 - [Redacted content]

Attachment 8 – Governance

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:

Project Management Delivery Board	
Buyer Members of Project Management Delivery Board (include details of chairperson)	tbc
Supplier Members of Project Management Delivery Board	tbc
Start Date for Project Management Delivery Board meetings	tbc
Frequency of Project Management Delivery Board meetings	tbc
Location of Project Management Delivery Board meetings	tbc

Supplier Performance Review	
Buyer members of Supplier Performance Review (include details of chairperson)	tbc
Supplier members of Supplier Performance Review	tbc
Start date for Supplier Performance Review meetings	tbc
Frequency of Supplier Performance Review meetings	tbc
Location of Supplier Performance Review meetings	tbc

Demand Management Review	
Buyer Members of Demand Management Review (include details of chairperson)	tbc
Supplier Members of Demand Management Review	tbc
Start Date Demand Management Review meetings	tbc
Frequency Demand Management Review meetings	tbc
Location of Demand Management Review meetings	tbc

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.

- 1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED]
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
- 1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 1.4 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: The Buyer will confirm if any Personal Data and Sensitive Personal Data to be processed at SoW level
Duration of the processing	The Buyer will confirm if any Personal Data and Sensitive Personal Data is to be processed at SoW level and will be allowed for the contract term.
Nature and purposes of the processing	The Supplier does not anticipate that any personal data will be processed through the delivery of this service. The scope of this service is application development and testing and so does not routinely include the processing of personal data. However: - There may be occasions where dummy or obfuscated data are utilised during testing activities, but none of these data are anticipated to be Personal Identifiable Information Data. - There may be occasions where live data is migrated between data stores during a cutover activity. If these data are likely to be categorised as personal data, then the Buyer shall specify any data processing obligations in the commissioning SoW for that activity
Type of Personal Data	To be confirmed at SoW level.

Categories of Data Subject	To be confirmed at SoW level.
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	If applicable at the SoW level, the current contract contains parties arrangements for return and destruction once the processing is complete. They Buyer's needs to be consulted to confirm whether Personal Data should continue to be retained or whether it should be destroyed. We follow contractual obligations and consult with the Buyer in respect of any decisions they may make on retention. PIA is the responsibility of the Buyer. Assistance is provided as specified in the existing contract. The Buyer does not require Capgemini to deal with the DPIA, but provide assistance in relation to a DPIA.

Attachment 10 – Transparency Reports

The Supplier will provide the same Transparency reports and information to the Buyer under this TS3 Framework Agreement that it currently provides to the [REDACTED] for the existing Services that it delivers. This includes Third Party quotes, invoices and expenses for invoicing, Work Orders, and Contract Change Control Notices. These are set out in the tables below:

Title	Content	Format	Frequency
[Performance]			
Open Book Data		Excel	Quarterly
Invoicing Transparency Information:		Word/PDF /Excel/Email	Monthly
Fixed Price Milestone Charges	Notification of agreement of successful completion of milestone (e.g. via PAN) with Milestone Charge as set out in the SOW.		
Internal Supplier Costs: Resources – T&M	Actual hours for each SFIA Grade/Level of Resource used (i.e. system extract of formal timesheet bookings verified by Project Manager) multiplied by rates as per Table of Rates in Schedule 2.		
Internal Supplier Costs: Resources – Expenses - T&M and Fixed Price	System extract summary of actual expenses incurred – type of expense, value. NOTE: receipted actuals not required unless on validation costs were considered unreasonable.		
Internal Supplier Costs: Non-resource costs (e.g. hardware/software) – T&M	Actual quantity and type of non-resource direct costs.		
Third Party Costs – T&M	Actual costs of Third Party supplier charges through either a Third Party invoice or Third Party goods receipt notice (GRN) quoting value of goods received.		
Supplier Margin on Hardware and Software	Excel spreadsheet in the form set out in the SOW Charges Template, with input costs evidenced as above, and explicit calculation of mark up in accordance with f		

	Schedule 2 to reconcile to the Charge in the SOW.		
Supplier Margin on Third Party Costs	Excel spreadsheet in the form set out in the SOW Charges Template, with input costs evidenced as above, explicit calculation of mark up in accordance with Schedule 2 to reconcile to the Charge in the SOW.		
Operational Service Charges and passthrough Charges – Invoice Validation and Approval:		Word	Monthly
OSC – Baseline Charges	Evidence of agreed baseline Operational Service Charges as per the latest agreed SOW or CAN.		
OSC – Volumetric Adjustments	Monthly volumetric report supporting each volumetric line item.		
Passthrough – Passthrough Charges	Excel workbook containing passthrough Charges supporting each pass-through charge item.		
SoW Transparency Information – Pre-Commitment Transparency Information		Word	As submitted
Internal Supplier Costs: Resources – T&M and Fixed Price	SFIA Grade/Level of each Resource agreed between the parties. Quoted rates as per Table of Rates in Schedule 2. Number of days effort expected for both T&M and Fixed Price. Basis of any contingency applied for fixed price risk. Fixed Price - Identify Milestones and value allocated to each Milestone.		
Internal Supplier Costs: Resources – Expenses - T&M and Fixed Price	Basis of expenses provision, i.e. why are expenses required.		

	NOTE: Expenses to continue to be charged on actuals consumed regardless of fixed or T&M.		
Internal Supplier Costs: Non-resource costs (e.g. hardware/software) – T&M and Fixed Price Direct cost estimate with Requirements/Specification detailed (where specified by the Supplier), Quantity, Rate per Unit and Total Cost	Direct cost estimate with Requirements/Specification detailed (where specified by the Supplier), Quantity, Rate per Unit and Total Cost.		
Third Party Costs where the Supplier is managing the Third Party Costs for the Buyer– T&M and Fixed	Supplier estimate or Third Party Quotation.		
Supplier Margin on Hardware & Software	Excel spreadsheet in the form set out in the SOW Charges Template, with input costs evidenced as above, and explicit calculation of mark up in accordance with paragraph xx of Schedule 2 to reconcile to the Charge in the SOW.		
Supplier Margin on Third Party Costs	Excel spreadsheet in the form set out in the SOW Charges Template, with input costs evidenced as above, explicit calculation of mark up in accordance with paragraph xx of Schedule 2 to reconcile to the Charge in the PCN/WO.		
CCCN Transparency Information – Pre-Commitment		Word	As submitted
Internal Supplier Costs: Resources – T&M and Fixed Price	SFIA Grade/Level of each Resource agreed between the Parties. Quoted rates as per Table of Rates in Schedule 2. Number of days effort expected for both T&M and Fixed Price.		

	Basis of any contingency applied for fixed price risk. Fixed Price - Identify Milestones and value allocated to each Milestone.		
Internal Supplier Costs: Resources – Expenses – T&M and Fixed Price	Basis of expenses provision, i.e. why are expenses required. NOTE: Expenses to continue to be charged on actuals consumed regardless of fixed or T&M.		
Internal Supplier Costs: Non-resource costs (e.g. hardware/software) – T&M and Fixed Price	Direct cost estimate with Requirements/Specification detailed (where specified by the Supplier), Quantity, Rate per Unit and Total Cost.		
Third Party Costs where the Supplier is managing the Third Party Costs for the Buyer– T&M and Fixed	Supplier estimate or Third Party Quotation.		
Supplier Margin on Hardware and Software	Excel spread sheet in the form set out in the SOW Charges Template in Table 2 below, with input costs evidenced as above, and explicit calculation of mark up in accordance with paragraph xx of Schedule 2 to reconcile to the Charge in the SOW.		
Supplier Margin on Third Party Costs	Excel spreadsheet in the form set out in the SOW Charges Template, with input costs evidenced as above, explicit calculation of mark up in accordance with paragraph xx of Schedule 2 to reconcile to the Charge in the SOW.		

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

