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**RM6100 Technology Services 3 Agreement
Framework Schedule 4 - Annex 1
Lots 2, 3 and 5 Order Form**

Order Form



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This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 16 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 <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 – 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; 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).



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Section A General information

Contract Details	
Contract Reference:	PR2022-172
Contract Title:	CPS Applications, Database and Infrastructure Management Services ("ADIMS")
Contract Description:	Contract for the provision of Applications, Database and Infrastructure Management Services
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	[REDACTED]
Estimated Year 1 Charges:	[REDACTED]
Commencement Date: this should be the date of the last signature on Section E of this Order Form	effective from the date on which the last Party signed the signature section E below in this Order Form

Buyer details
Buyer organisation name The Crown Prosecution Service
Billing address Your organisation's billing address - please ensure you include a postcode DTS ICT Financial Team, Crown Prosecution Service, 10th Floor – Zone A, 102 Petty France, London, SW1H 9EA
Buyer representative name The name of your point of contact for this Order [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. PR2022-172

Supplier details



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Supplier name

The supplier organisation name, as it appears in the Framework Agreement
CGI IT UK Limited (Company number 00947968)

Supplier address

Supplier's registered address
20 Fenchurch Street, 14th Floor, London EC3M 3BY United Kingdom

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.

Not Applicable

Guarantor details

Guarantor Company Name

The guarantor organisation name

Not Applicable at the Commencement Date. If a Guarantee is requested by the Buyer pursuant to Paragraph 1.1 of Schedule S8 (Guarantee), then the Supplier shall propose the Guarantor for the Buyer to approve.

Guarantor Company Number

Guarantor's registered company number

Not Applicable at the Commencement Date. If a Guarantee is requested by the Buyer pursuant to Paragraph 1.1 of Schedule S8 (Guarantee), then the Supplier shall propose the Guarantor for the Buyer to approve.

Guarantor Registered Address

Guarantor's registered address

Not Applicable at the Commencement Date. If a Guarantee is requested by the Buyer pursuant to Paragraph 1.1 of Schedule S8 (Guarantee), then the Supplier shall propose the Guarantor for the Buyer to approve.



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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 Contract Period (including Initial Term and Extension Period) – Months (Years)
2	36 (3)
3	60 (5)
5	60 (5)

Initial Term Months

means the period beginning from the Commencement Date and ending four (4) years from the Final OSCD

Extension Period (Optional) Months

12 months

Minimum Notice Period for exercise of Termination Without Cause at least 3 months (Calendar days)

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.



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The Supplier shall provide the Services from the following Sites:

Buyer Premises:

Not Applicable

Supplier Premises:

Not Applicable

Third Party Premises:

Not Applicable

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.

The following document listed below, which has been provided by email by the Buyer to the Supplier as at the Commencement Date in a Zip folder titled "Buyer Security Policy & Buyer ICT Policy", makes up the Buyer Security Policy and which may be updated from time to time and provided to the Supplier by the Buyer:

- CPS Information Security Management Policy V2.0.

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 following documents listed below, which have been provided by email by the Buyer to the Supplier as at the Commencement Date in a Zip folder titled "Buyer Security Policy & Buyer ICT Policy", make up the Buyer ICT Policy and which may be updated from time to time and provided to the Supplier by the Buyer:

- CPS Service Operations - Availability and Capacity Policy V2.0;
- CPS Service Operations - Availability Process V2.0;
- CPS Service Operations - Capacity Process V2.0;
- CPS Service Operations - Change and Release Management Policy V2.1;



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- CPS Service Operations - Commercial Customer Change Management Process V2.1;
- CPS Service Operations - CSI Policy V2.0;
- CPS Service Operations - CSI Process V2.1;
- CPS Service Operations - Demand Management Policy V1.5;
- CPS Service Operations - Demand Management Process V1.5;
- CPS Service Operations - Event Management Policy V2.0;
- CPS Service Operations - Event Management Process V1.6;
- CPS Service Operations - Financial Management Policy V1.0;
- CPS Service Operations - Financial Management Process V1.0;
- CPS Service Operations - Incident Management Policy GP071122;
- CPS Service Operations - Incident Management Process V2.3;
- CPS Service Operations - ITSCM Policy V2.0;
- CPS Service Operations - ITSCM Process V2.0;
- CPS Service Operations - Knowledge Management Policy and Process V1.7;
- CPS Service Operations - Operational Change Management Process V1.5;
- CPS Service Operations - Problem Management Process V2.1;
- CPS Service Operations - Release Management Process V2.0;
- CPS Service Operations - SACM Policy V2.0;
- CPS Service Operations - SACM Process V2.0;
- CPS Service Operations - Service Catalogue Management - PP V2.0;
- CPS Service Operations - Service Level Management Policy V2.0;
- CPS Service Operations - Service Level Management Process V3.0 Clean;
- CPS Service Operations - Service Reporting Policy V2.0;
- CPS Service Operations - Service Reporting Process V2.0;



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- CPS Service Operations - Service Request Management Policy V2.0;
- CPS Service Operations - Service Request Management Process V2.1;
- CPS Service Operations - Strategy Generation Policy V1.5;
- CPS Service Operations - Strategy Generation Process V1.5;
- CPS Service Operations - Supplier Management Policy V1.7 final issued;
- CPS Service Operations - Technical Management Policy V1.5;
- CPS Service Operations - Transition Planning and Support Policy and Process V1.5; and
- CPS Service Operations - Validation and Testing Policy V1.5.

Insurance

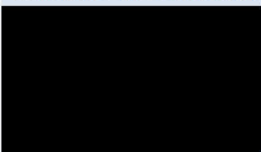
Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.

Third Party Public Liability Insurance (£) – Not less than £ [REDACTED] pounds sterling) in respect of any one occurrence.

Professional Indemnity Insurance (£) – Not less than £ [REDACTED] pounds sterling) in respect of each and every claim.

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.



Goods

Guidance Note: list any Goods and their prices.

Not Applicable

Governance

See Schedule 7 (Governance) and Attachment 8 (Governance)

Change Control Procedure

See Schedule 5 (Change Control Procedure)



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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 B <input type="checkbox"/>
S4: Staff Transfer	<input type="checkbox"/>
S5: Benchmarking	N/A
S6: Business Continuity and Disaster Recovery	<input type="checkbox"/>
S7: Continuous Improvement	<input type="checkbox"/>
S8: Guarantee	<input type="checkbox"/>
S9: MOD Terms	N/A

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	N/A
Northern Ireland Law	N/A
Joint Controller Clauses	N/A

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 D – Structure of the Contract



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No.	Contract Document	Status of the Contract Document
1.	Order Form	<i>This is the framework template version of the schedule, which has now been populated by the Parties.</i>
2.	Attachment 1 (Services Specification)	<i>The framework template version of this Schedule has been amended by the Parties.</i>
3.	Attachment 2 (Charges and Invoicing)	<i>This is the framework template version of the schedule, which has now been populated by the Parties.</i>
4.	Attachment 3 (Outline Implementation Plan)	<i>This is the framework template version of the schedule, which has now been populated by the Parties.</i>
5.	Attachment 4 (Service Levels and Service Credits)	<i>The framework template version of this Schedule has been amended by the Parties.</i>
6.	Attachment 5 (Key Supplier Personnel and Key Sub-Contractors)	<i>The framework template version of this Schedule has been amended by the Parties.</i>
7.	Attachment 6 (Software)	<i>The framework template version of this Schedule has been amended by the Parties.</i>
8.	Attachment 7 (Financial Distress)	<i>The framework template version of this Schedule has been amended by the Parties.</i>
9.	Attachment 8 (Governance)	<i>The framework template version of this Schedule has been amended by the Parties.</i>
10.	Attachment 9 (Schedule of Processing, Personal Data and Data Subjects)	<i>This is the framework template version of the schedule, which has now been populated by the Parties.</i>
11.	Attachment 10 (Transparency Reports)	<i>This is the framework template version of the schedule, which has now been populated by the Parties.</i>
12.	Call Off Terms (Terms and Conditions)	<i>The framework template version of this Schedule has been amended by the Parties.</i>
13.	Schedule 1 (Definitions)	<i>The framework template version of this Schedule has been amended by the Parties.</i>
14.	Schedule 2 (Charges and Invoicing)	<i>The framework template version of this Schedule has been amended by the Parties.</i>
15.	Schedule 3 (Service Levels,	<i>The framework template version of this Schedule</i>



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	Service Credits and Performance Monitoring)	<i>has been amended by the Parties.</i>
16.	Schedule 4 (Dispute Resolution Procedure)	<i>This is the framework template version of the schedule.</i>
17.	Schedule 5 (Change Control Procedure)	<i>The framework template version of this Schedule has been amended by the Parties.</i>
18.	Schedule 6 (Transparency Reports)	<i>This is the framework template version of the schedule.</i>
19.	Schedule 7 (Governance)	<i>The framework template version of this Schedule has been amended by the Parties.</i>
20.	Schedule 8 (Financial Distress)	<i>The framework template version of this Schedule has been amended by the Parties.</i>
21.	Schedule 9 (Software)	<i>This is the framework template version of the schedule.</i>
22.	Schedule 10 (Exit Management)	<i>The framework template version of this Schedule has been amended by the Parties.</i>
23.	Schedule 11 (Collaboration Agreement)	<i>This is the framework template version of the schedule.</i>
24.	S1 (Implementation Plan)	<i>The framework template version of this Schedule has been amended by the Parties.</i>
25.	S2 (Testing Procedures)	<i>The framework template version of this Schedule has been amended by the Parties.</i>
26.	S3 (Security Requirements)	<i>The framework template version of this Schedule has been amended by the Parties.</i>
27.	S4 (Staff Transfer)	<i>This is the framework template version of the schedule.</i>
28.	S6 (Business Continuity and Disaster Recovery)	<i>This is the framework template version of the schedule.</i>
29.	S7 (Continuous Improvement)	<i>The framework template version of this Schedule has been amended by the Parties.</i>
30.	S8 (Guarantee)	<i>The framework template version of this Schedule has been amended by the Parties.</i>



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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.

Not applicable. If it becomes applicable, the Buyer shall notify the Supplier of the details of the pension fund within LGPS at the relevant time.

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.

For the purposes of the definition of "Relevant Conviction", Relevant Convictions shall include any convictions that are relevant to the nature of the Services, relevant to the work of the Buyer, or are of a type otherwise advised by the Buyer. The Supplier shall ensure that any person employed in the provision of the Services has undertaken a Disclosure and Barring Service Standard Check. The Supplier shall ensure that no person who discloses that they have a Relevant Conviction, or is found by the Supplier to have a Relevant Conviction (as a result of a Disclosure and Barring Service check or otherwise), is employed or engaged in the provision of any part of the Services.

Additional Clause C3 (Collaboration Agreement)

The Parties acknowledge that they have not executed a Collaboration Agreement prior to the Commencement Date. The Supplier recognises that the Buyer requires the Supplier to collaborate with the Buyer's other suppliers throughout the Contract Period. The Buyer is entitled to request that the Supplier enters into a Collaboration Agreement with one or more identified third-party organisation(s) (such third-party organisation(s) to be notified by the Buyer to the Supplier at the time of requesting) at any time during the Contract Period (substantially in the form set out in Schedule 11 (Collaboration Agreement) unless another form is approved by the Buyer), and if so requested the Supplier shall not unreasonably withhold or delay its agreement to, and execution of, the Collaboration Agreement.



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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.*

Commercially Sensitive Information	For period ending on date below
The breakdown of pricing information to give input costs, capital and operating costs, overheads, revenue, margins and profits (including anticipated profits) relating to the Supplier and its sub-suppliers (if relevant) and suppliers (if relevant) provided by the Supplier as part of its response(s), including all information in the Financial Response Template. Notwithstanding the Commercially Sensitive Information identified in this row, nothing in this row shall mean that the overall contract price for the Implementation Charges or Service Charges shall be treated as Commercially Sensitive Information.	7 years from the expiration or earlier termination (howsoever occasioned) of the Contract
How any early termination fee payments due to the Supplier on the termination of the whole or any part of services delivered or to be delivered under and pursuant to this Contract in accordance with Clause 36.2.1 are, or will be, calculated, and on an on-going basis. However, this excludes the actual amounts of such early termination fee payments (such amounts shall not be considered Commercially Sensitive Information).	7 years from the expiration or earlier termination (howsoever occasioned) of the Contract
Any financial data and information relating to the Supplier's business as a whole, or relating to the financial standing of the Supplier (including, without limitation, any Supplier financial data and information relating to UK Government provisions or requirements for dealing with a supplier's financial distress) provided by the Supplier.	7 years from the expiration or earlier termination (howsoever occasioned) of the Contract
The cover and amounts of the Supplier's insurances, but excluding confirmation that the levels of insurance are equal to or in	7 years from the expiration or earlier termination (howsoever occasioned) of the Contract



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excess of the levels required in the Contract.	
Technical details of the Supplier's network (including, without limitation the architecture, infrastructure, topology, network diagrams, detailed network coverage, route maps, the Supplier's Points of Presence and/or street furniture / chambers, etc. of such network). Excluding any documents explicitly set out in the Contract as being deliverables to the Buyer or (subject to the aforementioned) high level technical documents required by the Buyer to engage with third parties.	7 years from the expiration or earlier termination (howsoever occasioned) of the Contract
Supplier Background IPRs.	7 years from the expiration or earlier termination (howsoever occasioned) of the Contract
Human resource information and professional and personal contact details relating to Supplier Personnel and Sub-Contractors (if relevant).	7 years from the expiration or earlier termination (howsoever occasioned) of the Contract



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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	