

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

Order Form Organisation Services - Sponsorship - C25457

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 16th 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), save for the amendments to Schedule 11 (Financial Distress) (which is intended to replace the standard Schedule 8 (Financial Distress)). The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form ("Call Off Terms").

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; Not Used
- 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- Not Used; 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 with the amendment below to account for Statements of Work:

.1.1 the Framework, except Framework Schedule 18 (Tender);



- .1.2 each Statement of Work;
- .1.3 the Order Form;
- .1.4 the Call Off Terms; and
- .1.5 Framework Schedule 18 (Tender).

Section A General information

Contract Details	
Contract Reference:	C25457
Contract Title:	Organisation Services-Sponsorship
Contract Title: Contract Description:	Provision of development services for Organisational Sponsorship, building on the existing architecture to improve the service for users and allowing it to be run more efficiently. The transformed service will replace the legacy system currently in use. Sponsors are organisations such as businesses or education institutions. We need to enable organisation-centric case working, to fit with our existing person-centric model for other services. Caseworkers will need to be able to see and work with details of organisations and the people linked to them. The services to be provided by the Supplier under the Organisation Services-Sponsorship Contract are broken down as follows: 1. The ability to deliver product lead, UX, engineer, DevOps/DataOps and test capabilities; 2. Development and deployment in production of new enhancements, portfolio requirement and other work as directed by the Product Manager but limited to Organisation Service (OS);
	Specifically, continued development and testing of: Organisation Summary View Organisation Data Store
	 Organisation Data Store Ensure the OS technical architecture aligns with wider strategies and



standards within MBTP, while meeting stakeholder and user requirements

Contract Anticipated Potential Value: this should set out the total potential value of the Contract

Initial 2 year estimated Contract value for the initial term: £9,900,000 (excluding VAT). This does not include contract extensions.



Estimated Year 1 Charges:

Commencement Date:

01/07/2024

Buyer details

Buyer organisation name

Secretary of State for the Home Department - Migration and Borders Technology Portfolio

Billing address

Accounts Payable Home Office HO Box 5015 SSCL Phoenix House Newport NP10 8FZ

UNITED KINGDOM

Buyer representative contact details

Buyer Project Reference C25457



Supplier details

Supplier name

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

Deloitte LLP

Supplier address

Supplier's registered address Deloitte LLP, 1 New Street Square, London, EC4A 3HQ, United Kingdom

Supplier representative name

The name of the Supplier point of contact for this Order

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.

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. C25457

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 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 $\overline{\mathbf{V}}$ 5. SERVICE INTEGRATION AND MANAGEMENT Part B – The Services Requirement Commencement Date See Section A **Contract Period** Maximum Term (including Initial Term and Ex-Lot tension Period) - Months (Years) 3 48 (4) **Initial Term** Months Extension Period (Optional) Months 24 Months (2 Years) 12 Month (1 Year) + 12 Month (1 Year) Minimum Notice Period for exercise of Termination Without Cause 30 Calendar Days (see Clause 35.1.9 of the Call-Off Terms) (and the same 30 Calendar Day period shall apply to individual SoWs). Termination of an individual SoW shall not lead to Termination of any other in-flight SoW.



Sites for the provision of the Services The Supplier shall provide the Services from the following Sites:
Buyer Premises:
Supplier Premises:
Buyer Assets Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms





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 Appendix B - Requirement Specification, Section 8.4 (Standards and Policies)

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.

Security Standards for Supplier

HMG Security Policy Framework:

https://www.gov.uk/government/publications/security-policy-framework

Government Minimum Cyber Security Standard

https://www.security.gov.uk/standards/cyber_standard

National security vetting: clearance levels

 https://www.gov.uk/government/publications/united-kingdom-security-vettingclearance-levels/national-security-vetting-clearance-levels

NCSC "Security Design Principles for Digital Services"

• https://www.ncsc.gov.uk/guidance/security-design-principles-digital-services-main

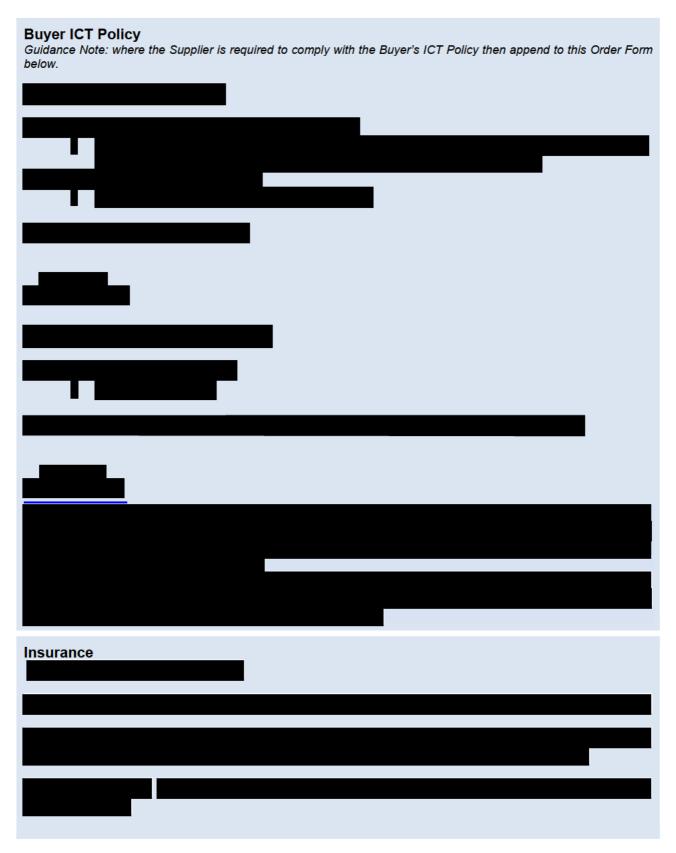
NCSC "Bulk Data Principles"

• https://www.ncsc.gov.uk/guidance/protecting-bulk-personal-data-main

NCSC End User Device Security guidance

https:// https://www.ncsc.gov.uk/collection/end-user-device-security







Buyer Responsibilities
Guidance Note: list any applicable Buyer Responsibilities below.



Guidance Note: list any Goods and their prices.

Not Applicable

Governance - Option Part A or Part B

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	
Part B – Long Form Governance Schedule	$oxed{f Z}$

The Part selected above shall apply to this Contract.

Change Control Procedure - Option Part A or Part B

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	\sqrt
Part B – Long Form Change Control Schedule	



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	
S11: Financial Distress	☑

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

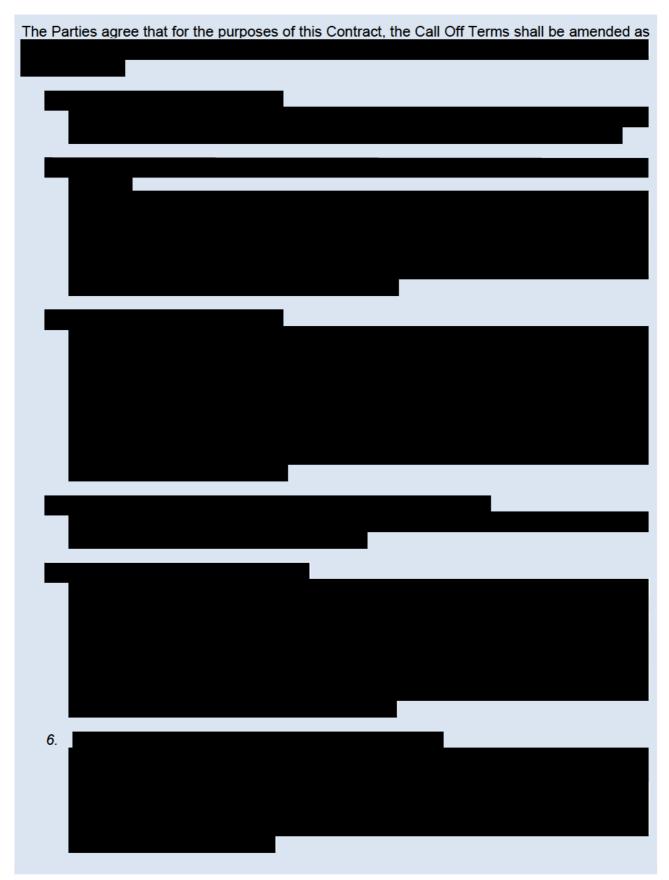
The following Alternative Clauses will apply:

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.

Further Additional Clauses

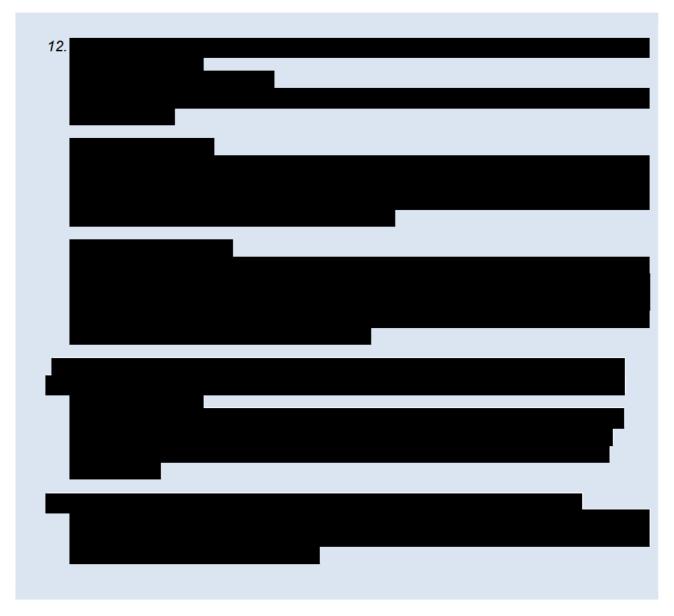












Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A

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.

Applicable

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.

Applicable as per separate alternative terms and conditions which form part of this Order Form.

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

Section D Supplier Response



Section E Contract Award

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

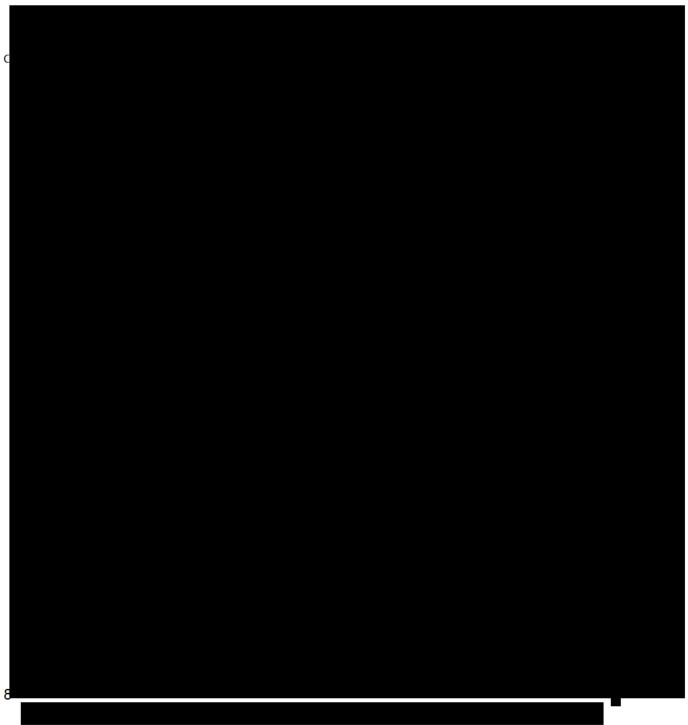


		1		
Signature				
Date				



Attachment 1 – Services Specification

The Services Specifications provided is for information purposes only, and will be superseded by the agreed Statements of Work (including the Initial SOW, an example of which is attached as Annex 2), which the Parties intend to execute throughout the Contract period.







Part B - Service Charges

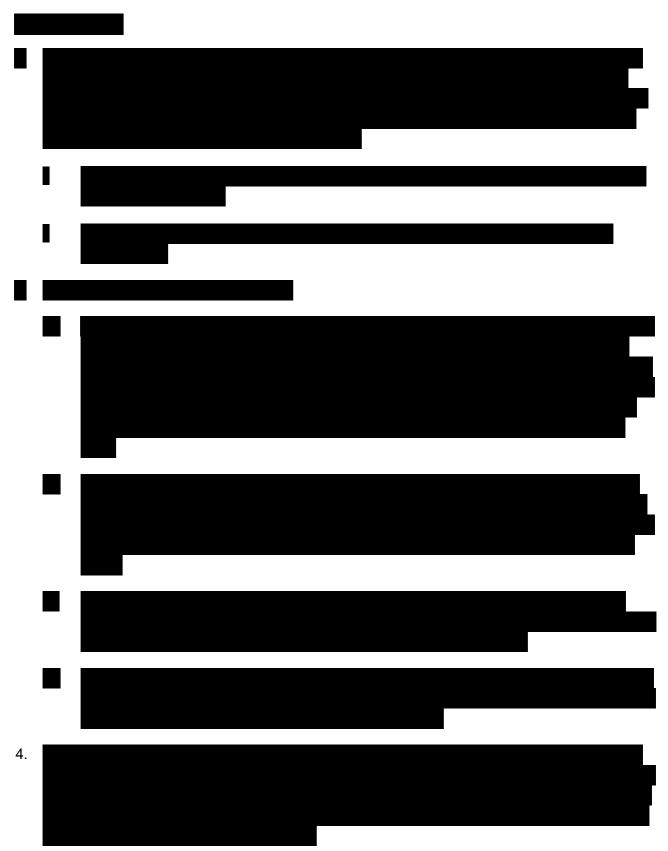




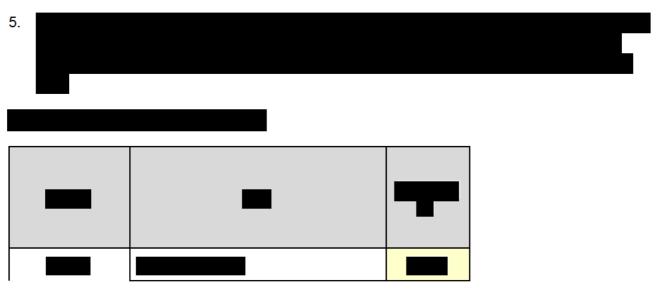
Part C – Supplier Rate Card for Calculation of Charges

	+	T	



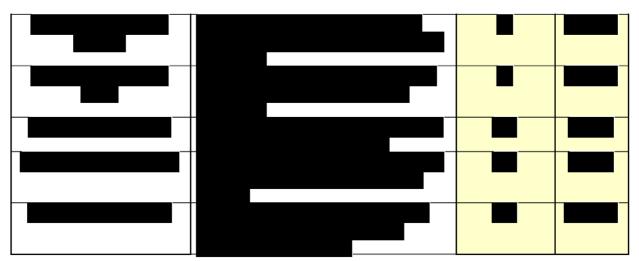
















Part D – Risk Register

Not Applicable

Part E – Early Termination Fee(s)

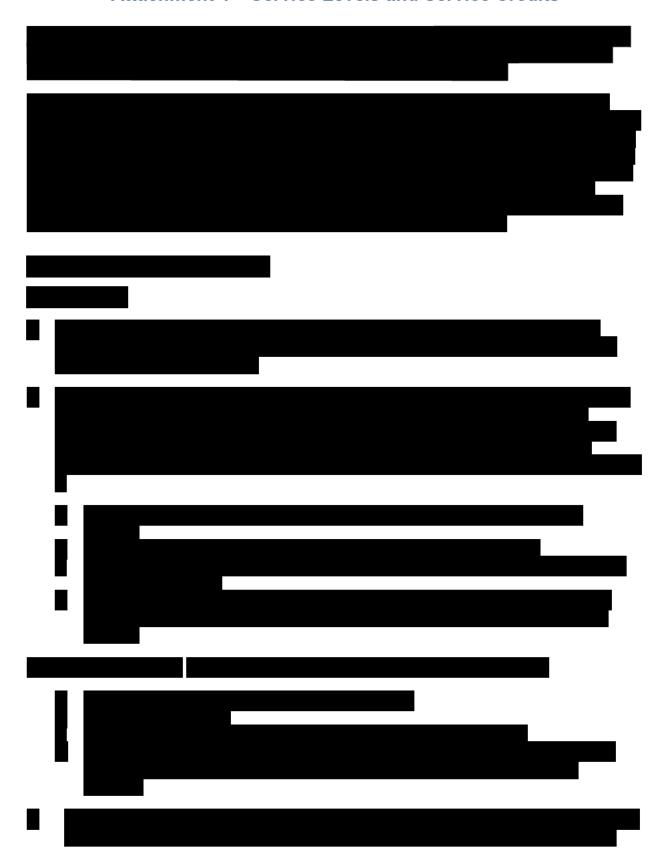
Not Applicable

Attachment 3 – Outline Implementation Plan

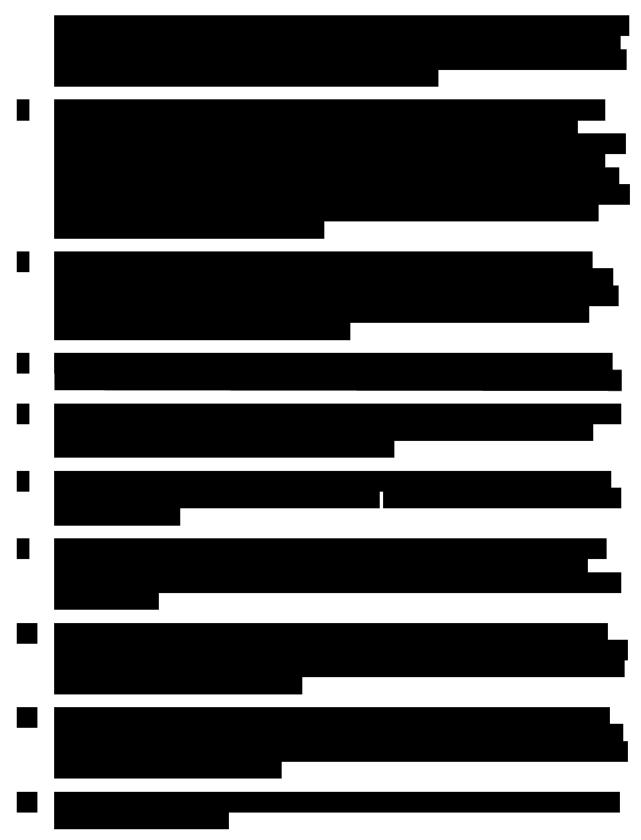
Not applicable



Attachment 4 – Service Levels and Service Credits









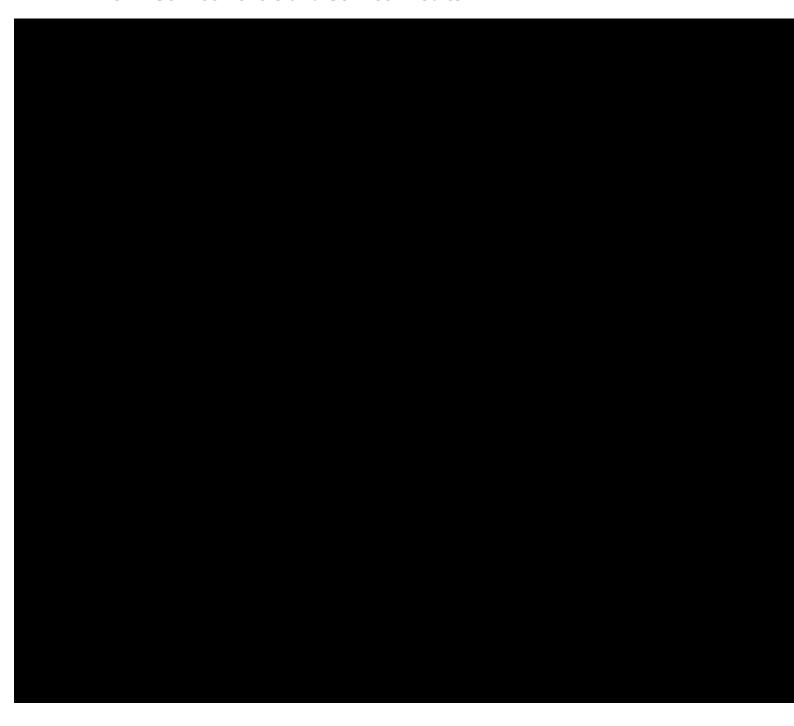








Annex 1 Service Levels and Service Credits









Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

1.5 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	
N/A	N/A	N/A	

Part B - Key Sub-Contractors

Key Su contractor and addre not the sai the regist office	name ss (if me as ered	Registered office and company number	Related product/Service description	Key Sub-contract price expressed as a percentage of total projected Charges over the Contract Period	Key role in delivery of the Services
N/A		N/A	N/A	N/A	N/A



Attachment 6 - Software

- .1.1 The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).
- .1.2 The Parties agree that they will update this Attachment 6 periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

Part A - Supplier Software

The Supplier Software includes the following items:

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Part B – Third Party Software

The Third Party Software shall include the following items:

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Attachment 7 – Financial Distress



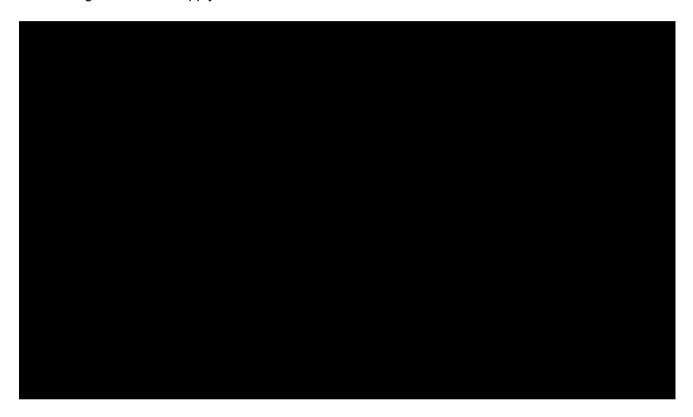
Attachment 8 – Governance

PART A - SHORT FORM GOVERNANCE

Not Applicable

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:



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.



Attachment 10 – Transparency Reports

Not used

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