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**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 **15/06/2021** 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 – 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



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1.4 Framework Schedule 18 (Tender).

Section A General information

Contract Details	
Contract Reference:	D&T10773
Contract Title:	UKHSA Data Capture System (DCS) – Application Support Services
Contract Description:	Application Support for UKHSA Data Capture System
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	£836,047.00
Estimated Year 1 Charges:	£275,237.00
Commencement Date: this should be the date of the last signature on Section E of this Order Form	01/08/2023

Buyer details

Buyer organisation name

The Secretary of State for Health and Social Care as part of the Crown acting through the UK Health Security Agency

Billing address

Your organisation's billing address - please ensure you include a postcode

Accounts Payable UKHSA

Manor Farm Road, Porton Down , Salisbury , SP4 0JG , GB

Buyer representative name

The name of your point of contact for this Order

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.



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Buyer Project Reference

Please provide the customer project reference number.
D&T10773

Supplier details

Supplier name

CGI IT UK Ltd

Supplier address

20 Fenchurch St, London EC3M 8AF

Supplier representative name

[REDACTED]

Supplier representative contact details

[REDACTED]

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

RM6100-Lot 3d-Application Support Services-CGI-002

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



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

Initial Term Months

24

Extension Period (Optional) Months

12

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



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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:

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.



dhsc-information-security-policy.pdf

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.

Not Applicable

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.

Public Liability Insurance (£) - £5 million
Employers Liability insurance (£) - £5 million
Professional Indemnity Insurance (£) - £5 million

Buyer Responsibilities



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Guidance Note: list any applicable Buyer Responsibilities below.

As stated in the Supplier Service Offer document

Goods

Guidance Note: list any Goods and their prices.

Details of Services Offered under this contract together with prices can be found in the Supplier Service Offer document the Supplier Service Offer document

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 to this Contract. Where Part B is selected, the following information shall be incorporated into Part B of Schedule 5 (Change Control Procedure):

- for the purpose of Paragraph 3.1.2 (a), the figure shall be £; and
- for the purpose of Paragraph 8.2.2, the figure shall be £.



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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 A <input type="checkbox"/> or Part B <input type="checkbox"/>
S4: Staff Transfer	<input type="checkbox"/>
S5: Benchmarking	<input type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input type="checkbox"/>
S7: Continuous Improvement	<input checked="" 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"/>



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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.

Not 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.

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.

Not Applicable

An executed Collaboration Agreement shall be delivered from the Supplier to the Buyer within the stated number of Working Days from the Commencement Date:

Not Applicable



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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.*


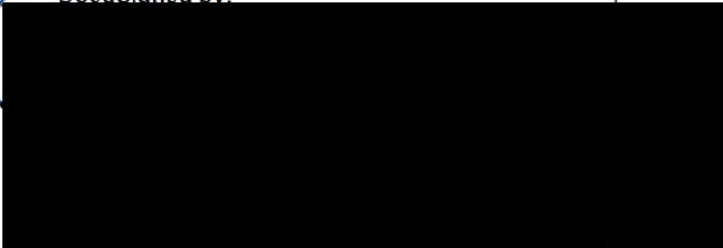
The Supplier Solution contained in Attachment 1 and Pricing (including rate card) are Commercially Sensitive.



Section E
Contract Award

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

SIGNATURES

Signed for and on behalf of the Supplier:	Signed for and on behalf of the Buyer:
<div>DocuSigned by:</div> <div></div> <div>Date Signed: 11/08/23</div>	<div>DocuSigned by:</div> <div></div> <div>Date Signed: 11/08/2023</div>



Attachment 1 – Services Specification

RM6100 Technology Services 3 Service Description – Application Support Services

Service Offer Reference Number: RM6100-Lot 3d-Application Support Services-CGI-002

Lot: Lot 3d – Operational Services - Application and Data Management

SERVICE DESCRIPTION

CGI IT UK Limited (CGI) will provide the following Service Offerings for a 3-year period, to the Buyer in support of their governmental business objectives:

- Application Support
- Additional Development
- Service Delivery and Financial Management to support the above services.

CGI Service Desk

CGI will provide a Service Desk for a Buyer to raise Incidents via:

- Email logging for non-urgent incidents
- A phone number provided for more urgent calls

The Service Desk will manage Application Incidents, including:

- Logging the incident in our OneITSM service tool, validating it is appropriately assigned to CGI, and agreeing the priority.
- Diagnosis and assignment of incident to appropriate support team
- Monitoring Incident progress against Service targets
- Escalation of high priority incidents to the CGI Service Delivery Manager

Support will be provided during UK Office hours only (0900 to 1730) on weekdays only excluding English and Welsh bank holidays. Calls logged outside of these times will be dealt with the following business day.



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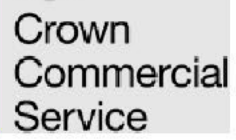
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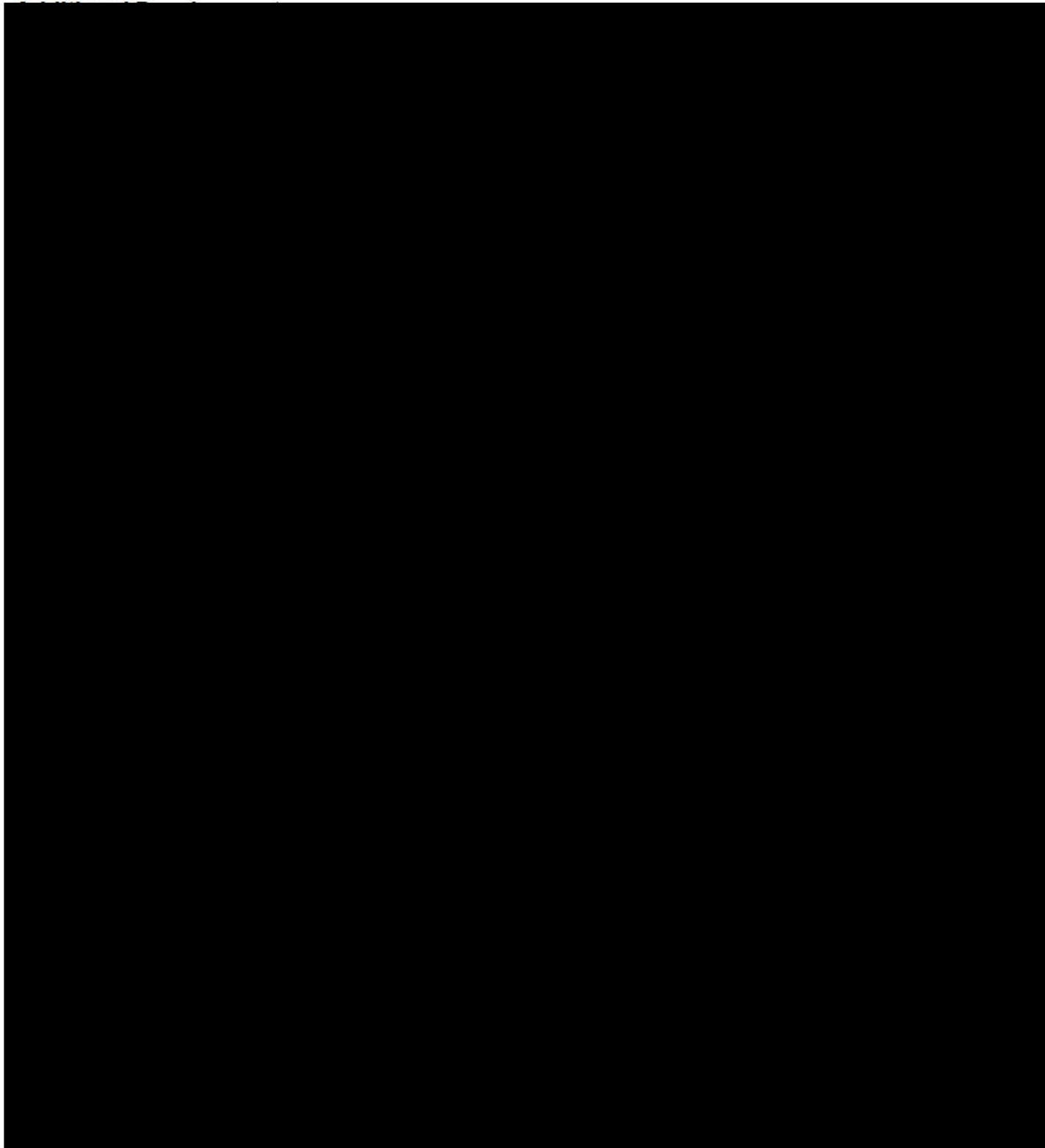
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Part D – Risk Register

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 12
Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (£)	Impact (description)	Mitigation (description)	Cost of mitigation	Post-mitigation impact (£)	Owner
1.										



Part E – Early Termination Fee(s)

Not applicable

Attachment 3 – Outline Implementation Plan

Not applicable



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Attachment 4 – Service Levels and Service Credits

Service Levels

Service Level Performance Criterion	SLA Description	Service Level Performance target	Service Level Target time frame
Prompt resolution of incidents by the Supplier's Service Desk	95% of Priority A incidents to be resolved within 4 working hours of the incident being logged onto the Supplier's system	95%	Monthly
Prompt resolution of incidents by the Supplier's Service Desk	90% of Priority B incidents to be resolved within 8 working hours of the incident being logged onto the Supplier's system	90%	Monthly
Resolution of incidents by Supplier Service Desk in line with the Service Description	90% of Priority C incidents to be resolved within 5 working days of the incident being logged onto the Supplier's system	90%	Monthly
Resolution of incidents by Supplier Service Desk in line with the Service Description	90% of Priority D incidents to be resolved in the next patch release or full build release of the incident being logged onto the Supplier's system	90%	Monthly

Any incident that is awaiting action from the Buyer shall be excluded from the Service Level % calculation.

The Supplier shall be responsible for monitoring its performance under this contract and providing monthly performance report (that captures their performance against the above Service Level targets) to the Buyer



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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

Part B – Key Sub-Contractors

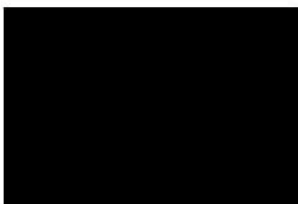

Not applicable

Attachment 6 – Software – Not Applicable

Attachment 7 – Financial Distress – Not Applicable

PART A – SHORT FORM GOVERNANCE

For the purpose of Part A of Schedule 7 (Short Form Governance) of the Call-Off Terms, the following board shall apply:

Operational Board	
Buyer Members for the Operational Board	
Supplier Members for the Operational Board	
Frequency of the Operational Board	Monthly
Location of the Operational Board	Online or at any of the Buyer's sites.

PART B – LONG FORM GOVERNANCE – Not Applicable

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.

1.1.1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED]

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]

1.1.1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Attachment 9.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Authority is Controller and the Supplier is Processor</p> <p>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:</p> <p>Contact details (name, business email address, business address, business contact telephone number) of Buyer staff concerned with the implementation and management of Services</p>
Duration of the processing	This shall be the duration of the contract (including the optional extension period)
Nature and purposes of the processing	<p>The Supplier will process personal data to facilitate the fulfilment of the Supplier's obligations arising under the Call-Off Contract, including:</p> <ul style="list-style-type: none"> • administering, tracking and fulfilling Orders for the Services; • implementing all or any of the Services; • administering access to online portals relating to the Services; • compiling, dispatching and managing the payment of invoices.
Type of Personal Data	<p>The types of Personal Data Processed by the Supplier or its Subprocessors or you may be:</p> <p>Contact details (name, business email address, business address, business contact telephone number) of Buyer staff concerned with the implementation and management of Services</p>
Categories of Data Subject	The Personal Data may concern the following categories of Data Subjects: Buyer's staff concerned with the implementation and management of the Services.

Controller privacy notice	UKHSA privacy notice - GOV.UK (www.gov.uk) (general) Staff privacy notice (ukhsa.gov.uk)
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	All relevant Personal Data shall be returned or destroyed in accordance with the terms of the Call Off Contract.
Approved Sub processors	N/A
International transfers and legal gateway	The Supplier transfers Data to UKHSA via SFTP server from Supplier Onshore Team.

Attachment 10 – Transparency Reports

Title	Content	Format	Frequency
Performance	A summary of performance against agreed Service Level targets captured in the Supplier Service Offering document, including % achievement and any supporting narrative.	MS Excel, MS Word Document or MS PowerPoint	Monthly
Charges	Breakdown of the monthly charges	MS Excel, MS Word Document or MS PowerPoint	Monthly
Performance management	Performance Management Report highlighting both positive performance and underperformance Service Level targets and Account in general. Includes performance mitigation plans to improve performance if needed	MS Excel, MS Word Document or MS PowerPoint	Quarterly

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

The following clauses of the Call-Off terms to be amended as per below:

Clause reference	Modification
Clause 19.4.2 of the Call-Off terms	<p>Clause 19.4.2 of the Call-Off terms to removed and replaced with the following:</p> <p><i>19.4.2 the Supplier's aggregate liability in respect of loss of or damage to Buyer Data or breach of the Data Protection Legislation that is caused by Default of the Supplier occurring in each and any Contract Year shall in no event exceed £5 million;</i></p>
Clause 35.2.2 of the Call-Off terms	<p>Clause 35.2.2 to be removed and replaced with the following:</p> <p><i>35.2.2 The Supplier shall be entitled to suspend the provision of the Services for failure of the Buyer to pay undisputed sums of money (whether in whole or in part), if, after a further period of 60 days from the date of the Reminder Notice, the Buyer has failed to pay the sum due</i></p>
Clause 48.2.2 of the Call-Off terms	<p>Clause 48.2.2 of the Call-Off terms to removed and replaced with the following:</p> <p><i>48.2.2 to a body other than a Central Government Body (including any private sector body) which performs any of the functions that previously had been performed by the Buyer (except to a competitor of the Supplier),</i></p> <p><i>and the Supplier shall, at the Buyer's request, enter into a novation agreement in such form as the Buyer shall reasonably specify in order to enable the Buyer to exercise its rights pursuant to this Clause Error! Reference source not found.</i></p>
Call-Off terms Schedule 2 Part C, clause 3.2	<p>Schedule 2 Part C, clause 3.2 of the Call-Off terms to be removed and replaced with the following:</p> <p><i>3.2 Where Indexation applies, the relevant adjustment shall be:</i></p> <p><i>3.2.1 applied on the first day of the second January following the Commencement Date and on the first day of January in each subsequent year (each such date an "adjustment date"); and</i></p> <p><i>3.3.2. determined by multiplying the relevant amount or sum by the percentage increase or changes in the Consumer Price Index published for the 12 months ended on the 31 December immediately preceding the relevant adjustment date.</i></p>

: