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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 08.08.2022 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:	C77543
Contract Title:	Professional Standards Authority: IT Cloud Migration
Contract Description:	Transition the PSA's IT infrastructure into the cloud and associated ongoing support
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	£168,580.00 (ex VAT)
Estimated Year 1 Charges:	£130,630.00 (ex VAT)
Commencement Date: this should be the date of the last signature on Section E of this Order Form	8th August 2022

Buyer details

Buyer organisation name

Professional Standards Authority

Billing address

Your organisation's billing address - please ensure you include a postcode
157-197 Buckingham Palace Road SW1W 9SP

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.
C77543

Supplier details



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Supplier name

The supplier organisation name, as it appears in the Framework Agreement
Littlefish (UK) Limited

Supplier address

Supplier's registered address
Price House, 37 Stoney Street, Nottingham, NG1 1LS

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.
[REDACTED]

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

N/A

Guarantor Company Number

Guarantor's registered company number

N/A

Guarantor Registered Address

Guarantor's registered address

N/A



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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 | ☐ |
| 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

18 months (to allow for project completion – 12 month support service to commence after project completion)

Extension Period (Optional)

6 months

Minimum Notice Period for exercise of Termination Without Cause 90 days
(Calendar days) *Insert right (see Clause 35.1.9 of the Call-Off Terms)*



Sites for the provision of the Services

Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third party premises.

The Supplier shall provide the Services from the following Sites:

Buyer Premises:

157-197 Buckingham Palace Road SW1W 9SP

Supplier Premises:

Price House, 37 Stoney Street, Nottingham, NG1 1LS
Steel City House, West Street, Sheffield, S1 2GQ

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.

Not Applicable

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.

[Redacted]

[Redacted]

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.



Not Applicable

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	☐

[Redacted]

[Redacted]



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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	☐
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.



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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.

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.

[Redacted]

Section E Contract Award

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

SIGNATURES

[Redacted]



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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

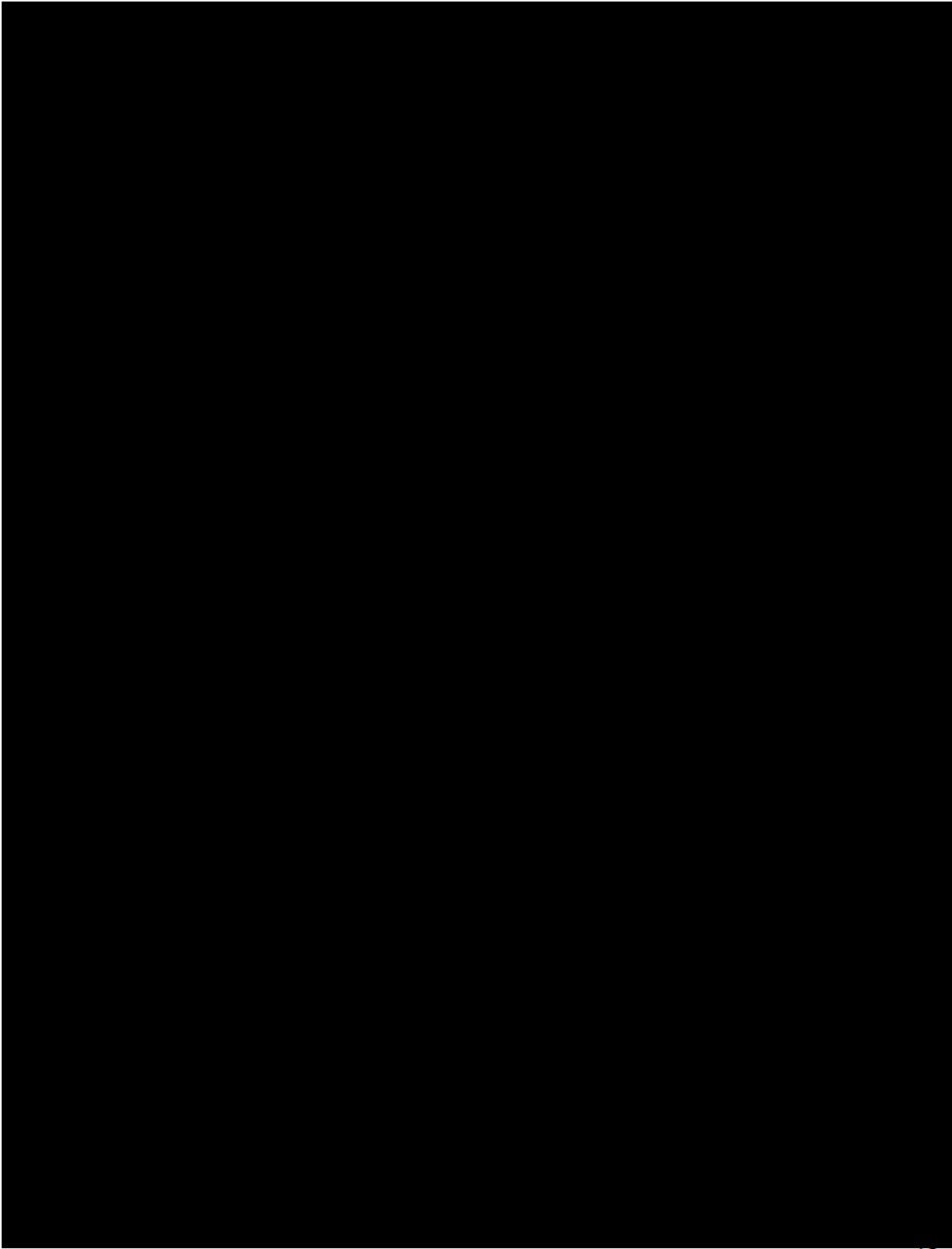
[REDACTED]

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

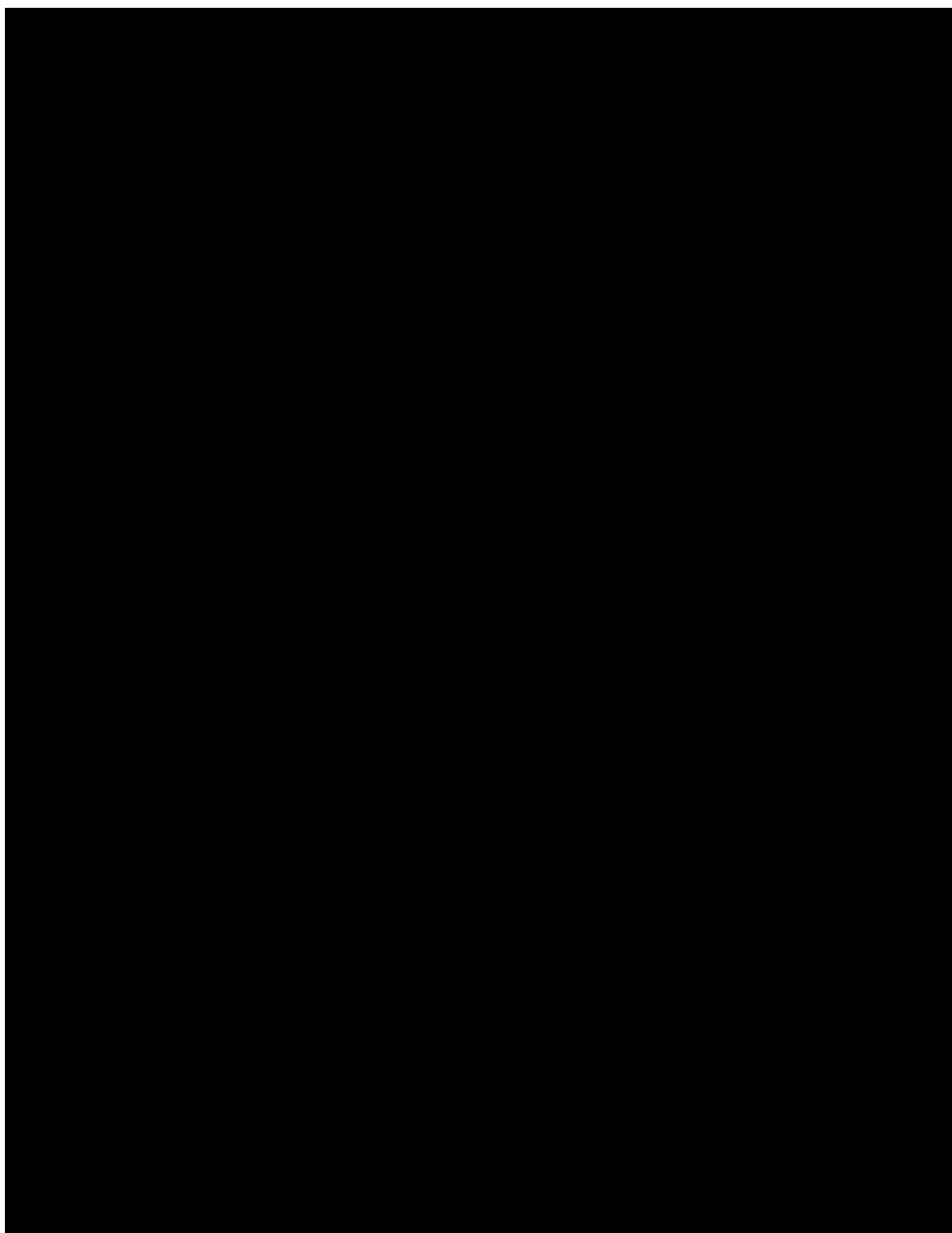


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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Attachment 2 – Charges and Invoicing

Part A – Milestone Payments and Delay Payments

#	Milestone Description	Milestone Payment amount (£GBP) – ex VAT	Milestone Date	Delay Payments (where Milestone) (£GBP per day)
■	■■■■■	■■■■■	■■■■■	■
■	■■■■■	■■■■■	■■■■■	■
■	■■■■■	■■■■■	■■■■■	■
■	■■■■■	■■■■■	■■■■■	■
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■	■■■■■	■■■■■	■■■■■	■
■	■■■■■	■■■■■	■■■■■	■
■	■■■■■	■■■■■	■■■■■	■
■	■■■■■	■■■■■	■■■■■	■

Part B – Service Charges

The charges below represent our standard pricing for Infrastructure Management and Consultancy services for enablement. The selected level for all IT Infrastructure is currently "Supported"

On-Demand Remote Technical Support is charged as additional services in accordance with the

[illegible]

[REDACTED]

[illegible]RM6100 Order Form – Lots 2, 3 and 5



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Part D – Risk Register Template

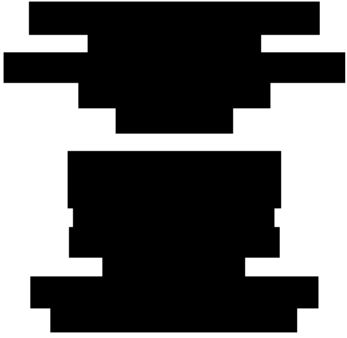
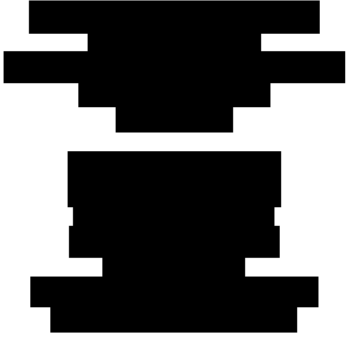
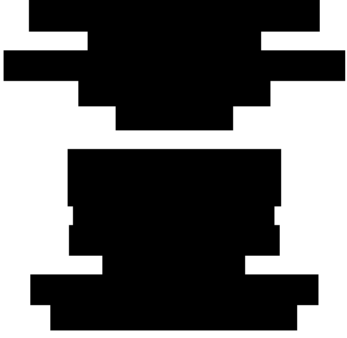
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 12
Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (£)	Impact (description)	Mitigation (description)	Cost of mitigation	Post-mitigation impact (£)	Owner

Part E – Early Termination Fee(s)



Attachment 3 – Outline Implementation Plan

#	Milestone	Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Duration (Working Days)	Milestone Date
■	■	■ ■ ■	■ ■	■
■	■	■ ■ ■ ■ ■	■ ■	■
■	■	■ ■ ■ ■	■ ■	■

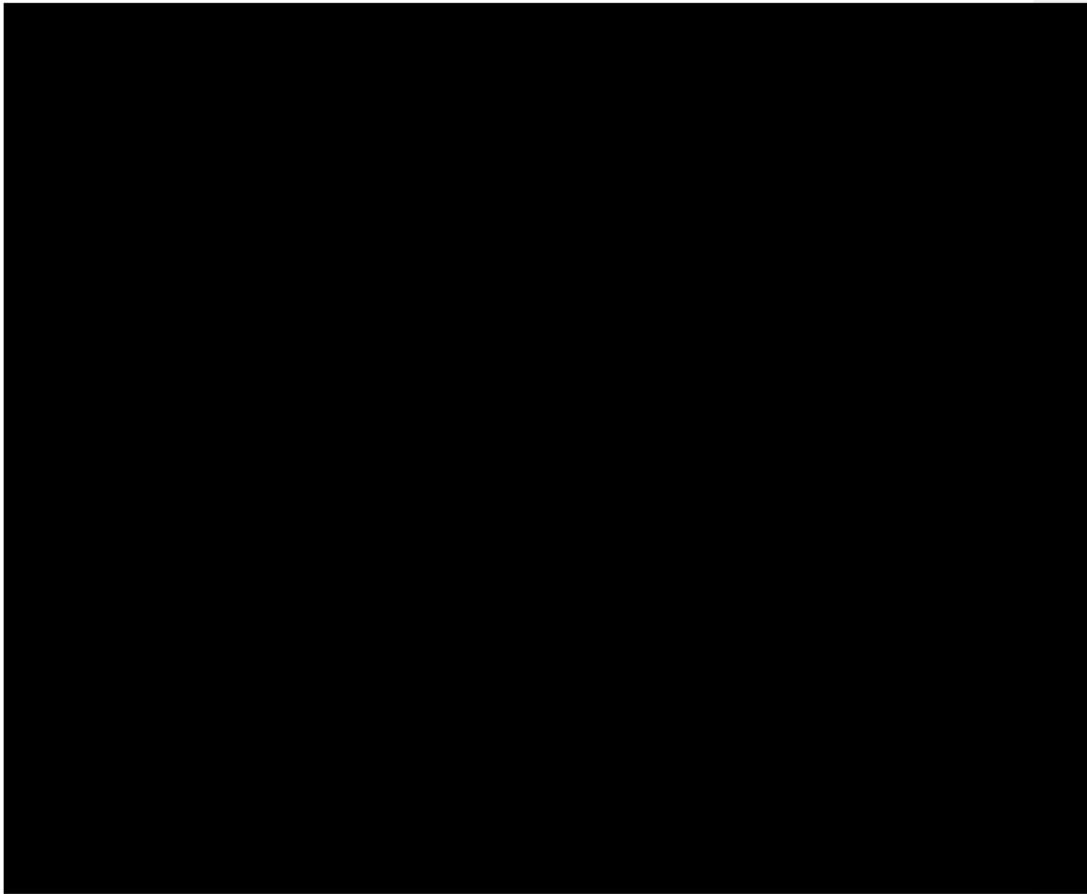
■	■■■■■	■■■■■ ■■■■■ ■■■■■ ■■■■■	■■■ ■■■	■■■■■
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		[REDACTED]			
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Attachment 4 – Service Levels and Service Credits





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

Part B – Key Sub-Contractors



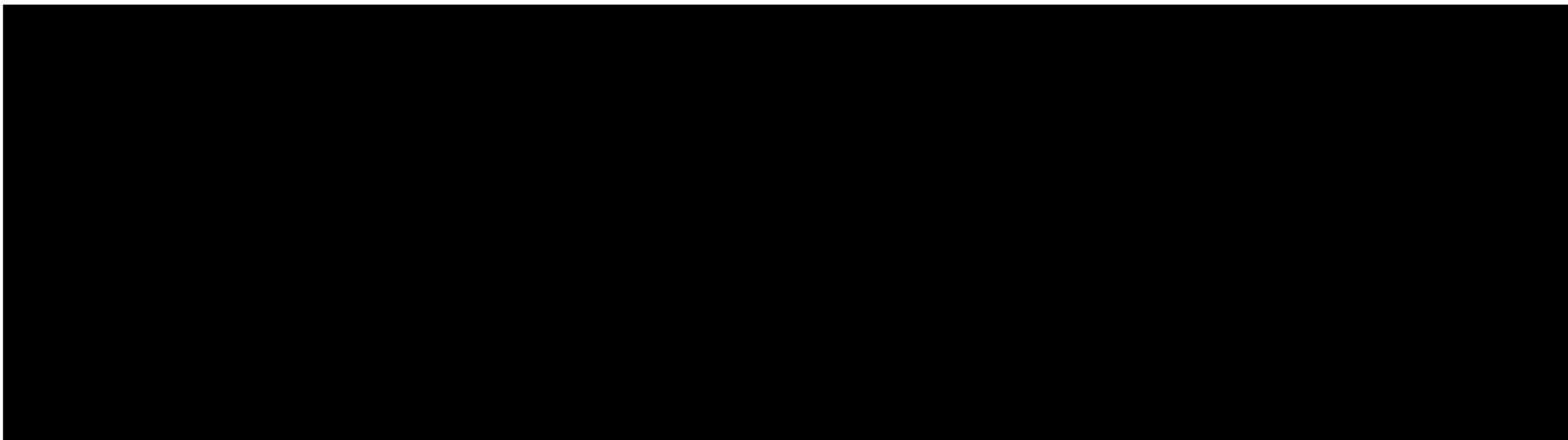
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Attachment 6 – Software

- .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.

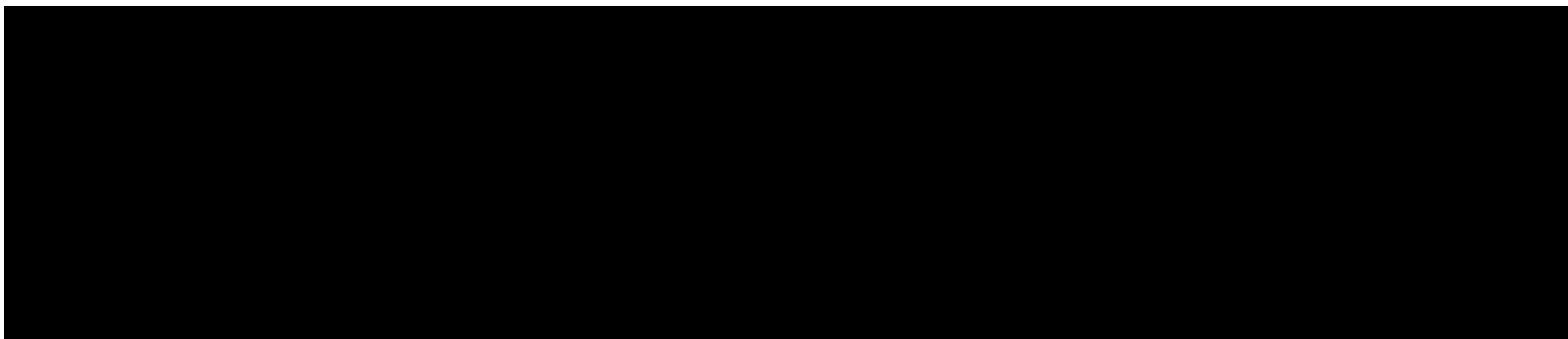
Part A – Supplier Software

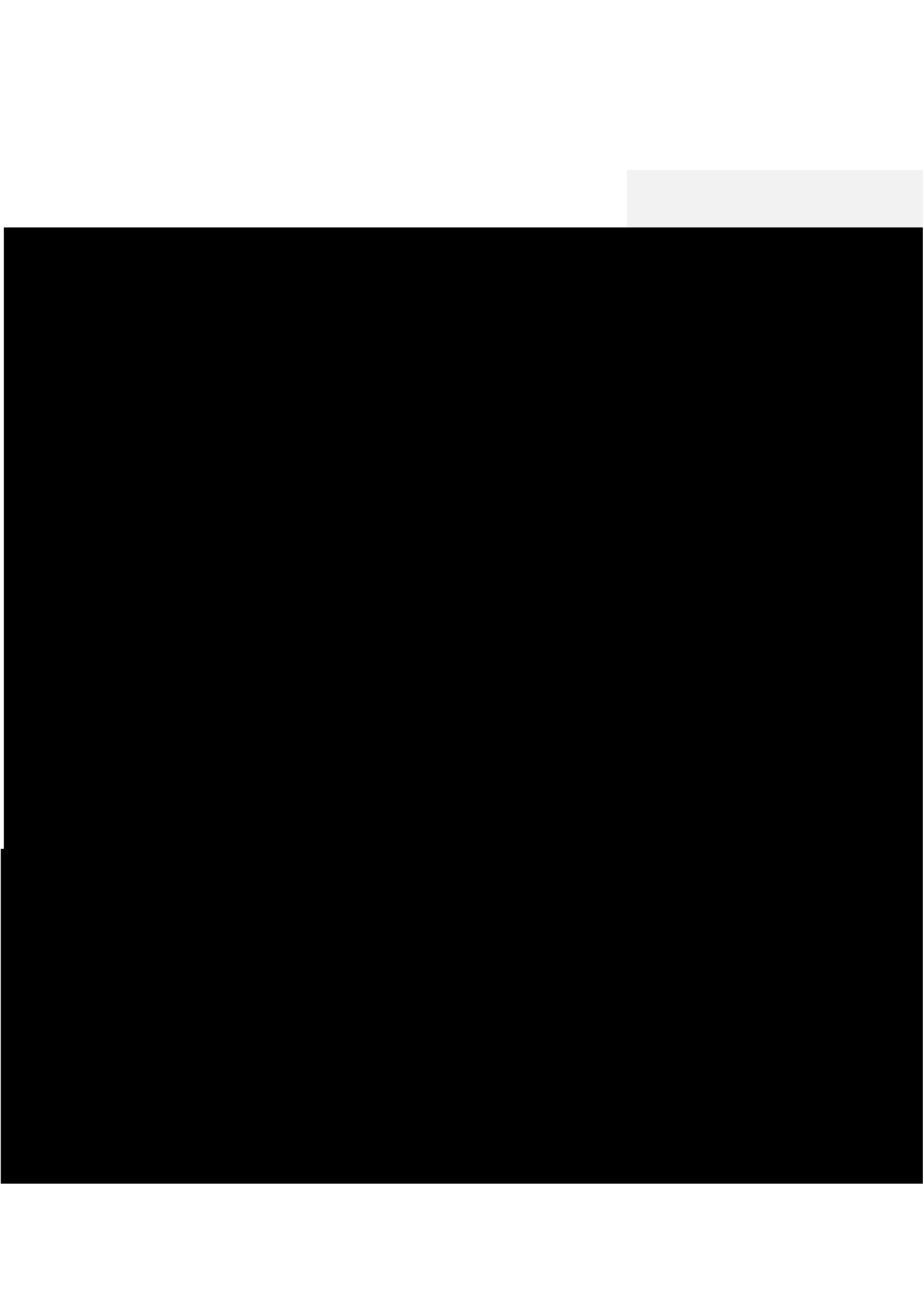
The Supplier Software includes the following items:



Part B – Third Party Software

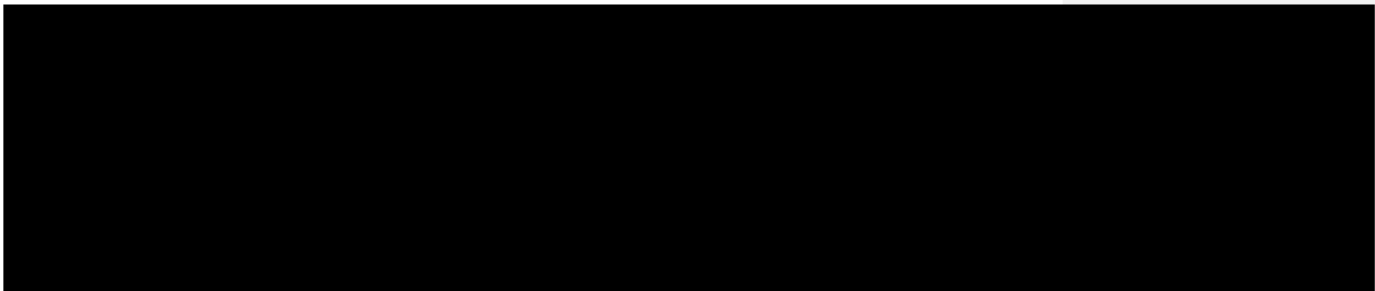
The Third Party Software shall include the following items:





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.



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

