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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 25/04/2024 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.



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In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

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RM6100 Order Form – Lots 2, 3 and 5

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:

1.1.1 the Framework, except Framework Schedule 18 (Tender);

1.1.2 the Order Form;

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1.1.3 the Call Off Terms; and

1.1.4 Framework Schedule 18 (Tender).

Section A General information

Contract Details	
Contract Reference:	CCTS22A43 D&T10572
Contract Title:	UKHSA – Provision of IT Service Management Function
Contract Description:	Supplier to deliver and manage UKHSA's IT Service Desk (Level 1) plus operational service management functions.
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	£11,349,800 - excluding VAT. The Initial Term is one year. Two optional one-year Extension Periods having an anticipated value of approximately £3,768,450 per year.
Estimated Year 1 Charges:	£3,812,900 (excl VAT)
Commencement Date: this should be the date of the last signature on Section E of this Order Form	<p>From the commencement date, the Supplier shall proceed with the required transition planning activities for the provision of additional services, outside the scope of the services covered by the Call-Off Contract UKHSA TT ITS & SD Support Services dated 01/08/2021 SOW: Provision of ITSM Managed Service.</p> <p>The Supplier and Buyer will agree a transition completion date, at which point Call-Off Contract UKHSA TT ITS & SD Support Services dated 01/08/2021 SOW: Provision of ITSM Managed Service will be terminated and the Services will be provided solely pursuant to this Contract.</p>

Buyer details

Buyer organisation name



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

Billing address

Your organisation's billing address - please ensure you include a postcode
Nobel House, 17 Smith Square, London, SW1P 3HX

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] [@ukhsa.gov.uk](mailto:[REDACTED]@ukhsa.gov.uk) - +44 [REDACTED]

[REDACTED] [@ukhsa.gov.uk](mailto:[REDACTED]@ukhsa.gov.uk) - +44 [REDACTED]

Buyer Project Reference

CCTS22A43 | D&T10572

Supplier details**Supplier name**

The supplier organisation name, as it appears in the Framework Agreement
Methods Business and Digital Technology Limited

Supplier address

Supplier's registered address
Saffron House, 6-10 Kirby Street, London, EC1N 8TS

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]
[REDACTED]
Saffron House, 6-10 Kirby Street,
London, EC1N 8TS.
[REDACTED] [@methods.co.uk](mailto:[REDACTED]@methods.co.uk)

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.



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N/A

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

- TECHNOLOGY STRATEGY & SERVICES DESIGN☐
- TRANSITION & TRANSFORMATION☐
- OPERATIONAL SERVICES
- a: End User Services☒
- b: Operational Management☐
- c: Technical Management☐
- d: Application and Data Management☐
1. 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	-
3	36 (3)
5	-

Initial Term Months
12 months

Extension Period (Optional) Months
12 months + 12 months

Minimum Notice Period for exercise of Termination Without Cause 30 calendar days
(Calendar days) *(see Clause 35.1.9 of the Call-Off Terms)*

Sites for the provision of the Services

The Supplier shall provide the Services from the following Sites:



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Buyer Premises:

At times, the Supplier's team will be expected to be flexible and work in UKHSA locations such as London, or at other departmental locations around the UK. No travel expenses or subsistence payments will be due for travel to/from the Buyer's office.

Supplier Premises: The location of the Services will be carried out at the Supplier's premises or remotely (see also Buyer Assets section below). As many individuals providing the services will be working from permitted supplier office locations, the premises from which the services will be provided will include various home and office locations.

Third Party Premises:

N/A

Buyer Assets

Subject to relevant security clearances, Buyer desktop personal computer or laptop PC access will be provided to the Supplier by the Buyer where required.

The Supplier shall provide a reasonable duty of care in respect of Buyer Assets particularly whilst the Buyer Assets are under the control of the Supplier. The Supplier shall be liable for loss or damage to any of the Buyer Assets which is due to the negligent act or omission of the Supplier (or Supplier Personnel) and the Supplier shall bear the cost of replacing or repairing the same to the extent of the damage or loss caused by the Supplier's negligent act or omission under the control of the Supplier.

Additional Standards

All service delivery will be in line with the technology code of practice [The Technology Code of Practice](#) and government service standard [Government Service Standard](#)

Compliance requirements

The Supplier must sign an Ethical Walls Agreement whenever the Buyer identifies that a potential distortion of competition could arise as a consequence of the Supplier wishing to submit a tender for a re-procurement, where the Supplier has also performed services for the Customer under this Call-Off Agreement. The term of each Ethical Walls Agreement shall be at least as long as the relevant procurement process will take to be completed.

Buyer Security Policy

Buyer Information Security Policy



DHSC Information
Security Policy.pdf



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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.

As per the Buyer's Security Policy

The principles in the Security Policy Framework:

<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy: [Government Security Classifications](#)

Guidance issued by the Centre for Protection of National Infrastructure on Risk Management:

<https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets: <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>

The National Cyber Security Centre's (NCSC) information risk management guidance:

<https://www.ncsc.gov.uk/collection/risk-management-collection>

Insurance

Third Party Public Liability Insurance (£) - £ [REDACTED]

Professional Indemnity Insurance (£) - £ [REDACTED]

Buyer Responsibilities

Where required to enable the provision of the Services, the Buyer shall provide the Supplier with access to the Buyer Assets.

Goods

Not Applicable

Governance – Option Part A or Part B

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 to this Contract.



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Change Control Procedure – Option Part A or Part B

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 this Contract.

Additional Schedules and Clauses (see Annex 3 of Framework Schedule 4)

Part A – Additional Schedules

Guidance Note: Tick any applicable boxes below

Additional Schedules	Tick as applicable
S1: Implementation Plan	<input checked="" 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 checked="" type="checkbox"/>
S4: Staff Transfer	<input checked="" type="checkbox"/>
S5: Benchmarking	<input checked="" type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input checked="" type="checkbox"/>
S7: Continuous Improvement	<input checked="" type="checkbox"/>
S8: Guarantee	<input type="checkbox"/>
S9: MOD Terms	<input type="checkbox"/>

Part B – Additional Clauses

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.



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Part C - Alternative Clauses

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"/>

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

IR35

Both parties agree that for the purposes of the IR35 regulations, this is a contract for an outsourced service and the Supplier shall be responsible for performing IR35 status assessments on any contingent labour it uses to deliver the Services.

Knowledge Transfer and Training

The Supplier shall conduct knowledge transfer and training to the Buyer and/or third-party personnel as appropriate, related to all aspects of its delivery of the Services. In particular, at the end of the Call Off Contract Period, it is expected that the Supplier will have completed knowledge and skills transfer.

Knowledge transfer and training may include:

1. Sharing artefacts, tools and process methodology ("two-in-a-box" model)
2. Identifying target audience for training
3. Developing training plan and training modules
4. Providing education sessions as required on Supplier-produced materials and processes
5. Providing knowledge elicitation sessions as required: interview-based approach with Supplier experts to articulate Supplier approach and methodology, and detailed "how to" and "when to" guidance
6. Sharing Supplier's 'lessons learned' materials and relevant research papers
7. Suggesting job shadowing as required: potential for Buyer resources to 'shadow' transaction preparation, transactions & transition phases
8. Supporting planning to hand over to Buyer teams with tapering Supplier support

Within the scope of the Contract, the following clause shall be added to Clause 28 (Governance) of the Call Off Terms:

28.2 The Parties shall attend monthly contract review meetings, the dates for which shall be mutually agreed between the Parties. The Parties shall discuss the following at such meetings:



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1. overview of performance and delivery of the Services (including positive aspects and any concerns);
2. performance against Service Levels;
3. any risks and issues occurring;
4. budgets and financial positions;
5. spend to date / forecast to completion;
6. invoicing status and payment issues;
7. Changes to the Call Off Contract or any Change Control Procedures underway;
8. continuous improvement;
9. actions from the previous meetings;
10. feedback on the meeting structure and any the structure/content for any required reports; and
11. any other business.

28.3 The meeting agenda shall be refined as required by the Parties at the meetings and during the Contract Period.

28.4 Forty-eight (48) hours in advance of the meetings, the Supplier shall provide a monthly report to the Buyer which shall cover the aspects outlined in Clause 28.2. The format of the report shall be agreed with the Buyer prior to the first meetings. The format and content of the report shall be refined and enhanced as agreed by the Parties at the meetings.

Within the scope of the Contract, the following clause shall be added as Clause 47A of the Call Off Terms:

47A.1 The Buyer applies corporate and social responsibility values to its business operations and activities which are consistent with the Government's corporate social responsibility policies, including, without limitation, those policies relating to anti-bribery and corruption, health and safety, the environment and sustainable development, equality and diversity.

47A.2 The Supplier represents and warrants that it:

- (a) complies with all CSR Laws;
- (b) requires its Sub-Contractors and any person under its control, to comply with all CSR Laws; and
- (c) has adopted a written corporate and social responsibility policy that sets out its values for relevant activity and behaviour (including, without limitation, addressing the impact on employees, clients, stakeholders, communities and the environment by the Supplier's business activities).

47A.3 The Supplier shall notify the Buyer in the event that its corporate and social responsibility policies conflict with, or do not cover the same subject matter in an equivalent level of detail as is in, the CSR Policies.

Additional definitions for 47A.2 and 47A.3:-



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CSR Laws	Means Laws relating to corporate social responsibility issues (e.g. anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity), including but not limited to the Modern Slavery Act 2015, the Public Services (Social Value) Act 2012, the Public Contracts Regulations 2015 (as amended) and Article 6 of the Energy Efficiency Directive 2012/27/EU, from time to time in force.
CRS Policies	Means the Customer's policies, including, without limitation, anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity, and any similar policy notified to the Supplier by the Customer from time to time.

Core and Enhanced Services

At a minimum, the Buyer will transition the Core Service, comprising of a fully outsourced IT Service Desk (Level 1 only), and operational service management functions to the Supplier.

The Buyer will, at their discretion, have the option to request that the Supplier additionally provides an Enhanced Services, which will include the provision of further service management functions as detailed in Attachment 1 – Services Specification. The Buyer shall provide at least 30 days notice to the Supplier in the event that this is required to enable transition.



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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.

The Supplier shall prepare and submit to the Customer for Approval in accordance with the Cyber Security Requirements detailed in Framework Schedule 4, Annex 3, Section 3: Security Requirements in the Additional and Alternative Call-Off Terms document fully developed, complete and up-to-date Security Management Plan which shall comply with the requirements of Section 3: Security Requirements and in Attachment 1 – Services Specification, Section 15: Cyber Security Requirements.

Additional Schedule S4 (Staff Transfer)

Please see table below.

Additional Clause C1 (Relevant Convictions)

Not applicable

Additional Clause C3 (Collaboration Agreement)

Not applicable

Additional information relevant to Schedule S4 (Staff Transfer)

1.	With the Exclusion of Part C, and subject to the amendments below, Schedule S4 'Staff Transfer' within Framework Schedule 4 – Annex 3 "Alternative and Additional Clauses and Schedules for Lots 2, 3 and 5" shall apply to this Contract
2.	The amendments referred to in paragraph 1 above are as follows:-
(a)	In paragraph 1.1 the definition of "Former Supplier" is deleted and replaced with the following definition:- "a supplier supplying the Services to the Buyer before any Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any Sub-Contractor of such supplier (or any Sub-Contractor of any such Sub-Contractor)"
(b)	The wording in paragraph 1.1.2 of Part A is deleted and replaced with: "as a result of the operation of the Employment Regulations, the contracts of employment between the Buyer and the Transferring Buyer Employees (except in relation to any terms disapplied through



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	operation of regulation 10 of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-Contractor and each such Transferring Buyer Employee."
(c)	<p>The wording in the last section of paragraph 2.3.4 of Part A is amended so as to incorporate the wording added in bold below:</p> <p>"and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Buyer will indemnify the Supplier and/or the relevant Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in this Paragraph 2.3, provided that the Supplier takes, or procures that the Relevant Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities."</p>
(d)	<p>The wording in paragraph 2.6 of Part A is deleted and replaced with:</p> <p>"If the Supplier and/or any Sub-Contractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Sub-Contractor and the Supplier shall, (a) comply with such obligations as may be imposed upon it under applicable Law and (b) comply with the provisions of Part D (Pensions) including, as applicable, its Annexes."</p>
(e)	<p>The wording in paragraph 1.1.2 of Part B shall be deleted and replaced with:</p> <p>"as a result of the operation of the Employment Regulations, the contracts of employment between each Former Supplier and the Transferring Former Supplier Employees (except in relation to any terms disapplied through the operation of regulation 10 of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Sub-Contractor and each such Transferring Former Supplier Employee.</p>
(f)	<p>The wording in paragraph 2.3.4 of Part A the last paragraph is amended so as to incorporate the wording added in bold below:</p> <p>"and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Buyer will indemnify the Supplier and/or the relevant Sub-Contractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in this Paragraph 2.3, provided that the Supplier takes, or procures that the Relevant Sub-Contractor takes, all reasonable steps to minimise any such Employee Liabilities."</p>



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(g)	<p>The wording in paragraph 2.6 of Part B is deleted and replaced with:</p> <p>“If the Supplier and/or any Sub-Contractor at any point accept the employment of any person as is described in Paragraph 2.3, such person shall be treated as having transferred to the Supplier and/or any Sub-Contractor and the Supplier shall, (a) comply with such obligations as may be imposed upon it under applicable Law and (b) comply with the provisions of Part D (Pensions) including, as applicable, its Annexes.”</p>
(h)	<p>Sub-paragraphs 1.1.2 and 1.1.3 in Part E are deleted and replaced with:</p> <p>“1.1.2 receipt of the giving of notice of early termination or any Partial Termination of this Contract; and</p> <p>1.1.3 the date which is 12 months before the end of the Term; or”</p>
(i)	<p>The wording in paragraph 1.6 of Part E is deleted and replaced with:-</p> <p>“On or around each anniversary of the Commencement Date and up to four times during the last 12 Months of the Term, the Buyer may make written requests to the Supplier for information relating to the manner in which the Services are organised. Within 20 Working Days of receipt of a written request the Supplier shall provide such information as the Buyer may reasonably require which shall include:</p> <p>1.6.1.1 the numbers of Supplier Personnel engaged in providing the Services;</p> <p>1.6.1.2 the percentage of time spent by each Supplier Personnel engaged in providing the Services;</p> <p>1.6.1.3 the extent to which each employee qualifies for membership of any of the Fair Deal Schemes (as defined in Part D: Pensions); and</p> <p>1.6.1.4 a description of the nature of the work undertaken by each Supplier Personnel by location</p>
(j)	<p>The wording in 1.7 of Part E is deleted and replaced with:-</p> <p>“The Supplier shall provide all reasonable cooperation and assistance to the Buyer, any Replacement Supplier and/or any Replacement Sub-Contractor to ensure the smooth transfer of the Transferring Supplier Employees on the Service Transfer Date including providing sufficient information in advance of the Service Transfer Date to ensure that all necessary payroll arrangements can be made to enable the Transferring Supplier Employees to be paid as appropriate. Without prejudice to the</p>



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	<p>generality of the foregoing, within 5 Working Days following the Service Transfer Date, the Supplier shall provide to the Buyer or, at the direction of the Buyer, to any Replacement Supplier and/or any Replacement Sub-Contractor (as appropriate), in respect of each person on the Supplier's Final Supplier Personnel List who is a Transferring Supplier Employee:</p> <ul style="list-style-type: none"> 1.7.1 the most recent month's copy pay slip data; 1.7.2 details of cumulative pay for tax and pension purposes; 1.7.3 details of cumulative tax paid; 1.7.4 tax code; 1.7.5 details of any voluntary deductions from pay; 1.7.6 bank/building society account details for payroll purposes; 1.7.7 a copy of any personnel file and/or any other records regarding the service of the Transferring Supplier Employee; and 1.7.8 a complete copy of the information required to meet the minimum recording keeping requirement under the Working Time Regulations 1998 and the National Minimum Wage Regulations 1998."
(k)	<p>The wording in paragraph 2.2 of Part E shall be deleted and replaced with:-</p> <p>"The Supplier shall, and shall procure that each Sub-contract shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under the Employment Regulations in respect of the period up to (but excluding) the Service Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due as a result of any Fair Deal Employees' participation in the Fair Deal Schemes (as defined in Part D: Pensions)."</p>



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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.*

Pricing Schedule in response to ITT
Technical Solution in response to ITT









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Section E
Commencement Date

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

SIGNATURES

For and behalf of the Supplier:	For and behalf of the Contracting Authority:
<div>DocuSigned by:  4B96E785B67D46E...</div> <div>Full Name: </div> <div>Job Title/Role: </div> <div>Date Signed: 25/04/2023</div>	<div>DocuSigned by:  43D888CCB7644FC...</div> <div>Full Name: </div> <div>ceJob Title/Role: </div> <div>Date Signed: 25/04/2023</div>



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Attachment 1 – Services Specification



Attachment
3-Statement of Req

The Statement of Requirements detail the Service Delivery requirements.

Specific Deliverable Milestones are detailed in Section 9: Key Milestones and Deliverables and include the following:

Description	Timeframe or Delivery Date
Implementation Plan – showing the key transition milestones and timelines	By end of week 2 of Commencement Date
Knowledge Acquisition Plan – showing the approach for knowledge transfer & acquisition	By end of week 2 of Commencement Date
Onboarding Plan – showing the approach and plans for onboarding the operational functions	By end of week 4 of Commencement Date
Operations Manual – detailing and bringing together all in-scope operational processes and procedures	By end of week 12 of Commencement Date
Service Improvement Plan – highlighting any improvement actions/activities highlighted during the initial 12 weeks post Commencement Date	By end of week 12 of Commencement Date
Resource Plan – showing the different roles required to support the provision of service and when each role commences	By end of week 4 of Commencement Date
RAID Log – showing all identified Risks, Issues, Assumptions and Decisions during the transition phase	By end of week 2 of Commencement Date



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Attachment 2 – Charges and Invoicing

The Buyer will pay the Supplier the transition charges as detailed in Attachment 4 – Price Schedule for the services agreed to.

Once the service is in steady state post transition activities, the Supplier will charge a fixed monthly price detailed in Attachment 1 – Services Specification as detailed in Supplier Pricing details from Attachment 4 – Price Schedule.



Methods Business
Attachment 4 - Price

The charge for the Core Service transition is: [REDACTED]

The monthly charge for the Service is: [REDACTED]

The Buyer shall pay monthly Charges in arrears (subject to agreement between the parties).

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

In the event of urgent requirements which cannot be delivered within the agreed price or if there is a change of requirement that requires a change in resource (additional or reduced) to deliver the service, Change Requests may be proposed by the Buyer for mutual agreement.

The Supplier shall maintain full and accurate records of the time spent by the Supplier's Personnel in providing the Services and shall provide such records to the Buyer with each relevant invoice submitted.

At the end of each month the Parties shall review a report developed by the Supplier that summarises the works completed in the last period, details of the Supplier team including a forecast of works and estimates for the next 3 months. Once the Buyer has approved this report it shall produce an Acceptance Certificate. The Supplier will issue invoices for issued Acceptance Certificates.

The Contract will operate subject to the following Daily Rates, which are included in the attached include all expenses, but exclude VAT.



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1. All the rates mentioned in the charges table are in GBP (British Pound). The rates exclude VAT and any other applicable taxes.
2. The rates above in Part C have been calculated based on a professional day rate
3. The Parties agree that the rate card set out above shall be fixed for the duration of the Term

If the Buyer requests additions or amendments to the Services specifications outlined, the Supplier will be permitted to provide a revised monthly price to deliver the Services based on the required resource profile and rate card. All pricing adjustments must be approved by the Buyer.



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Part D – Risk Register

The Buyer and Supplier shall discuss and agree any specific principles relating to appropriate Operational, Strategic and Transition Risk Registers.

These Risk Registers will exist for transition planning and execution as well as through BAU service delivery. The Buyer expects the Supplier to provide a RAID log as part of the transition planning phase. This is detailed in Attachment 1 – Services Specification.



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Part E – Early Termination Fee(s)

See Call-Off Terms Clause 36.2.1.

If the Buyer exercises its right to terminate in accordance with clause 35.1.9, the Buyer will be liable to pay Charges accrued under the terms of this Contract up until the date of termination and will not be liable for any further costs.

The Buyer will under no circumstances be responsible or liable for any loss of profit, loss of revenue or opportunity, anticipated savings, damage to goodwill, wasted management or staff time or any punitive or exemplary damages, whether or not the likelihood of such could have been reasonably contemplated, if it exercises its right to terminate in accordance with clause 35.1.9 of the Contract.



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Attachment 3 – Outline Implementation Plan

As detailed in Attachment 1 – Services Specification, Contract milestones and deliverables, the Supplier is expected to deliver a detailed implementation plan as part of the transition planning phase.



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Attachment 4 – Service Levels and Service Credits

The Authority will measure the quality of the Supplier's delivery through the following Service Levels:

	Bronze	Silver	Gold	Platinum
Incident Response Times				
P1				
P2				
P3				
P4				
Incident Resolution Times				
P1				
P2				
P3				
P4				

All Service levels are expected to meet Service Levels at least ██████ of the time.

In the event of poor performance through the failure to deliver KPIs to time and of appropriate quality, the Authority shall meet with the Supplier to understand the root causes of the issue. The Supplier shall formulate a Performance Improvement Plan to rectify these issues and meet the requirements in this Statement of Requirements.

The Authority may also invoke the following Service Credit Regime (SCR) at its discretion. To allow time for the Supplier to undertake reasonable implementation, the Authority will not seek to impose service credits during the first twelve weeks following service commencement to allow a reasonable bedding in period:

- Service Credit Regime: is based on the following provisos and will operate during the Contract Period, including any extension option.
- The annual contract value is expected to be up to a maximum of <ANNUAL PRICE EXCLUDING VAT>. This equates to an approximate monthly contract value of <MONTHLY PRICE>. SCR is therefore deemed to be 1% relative to the <MONTHLY PRICE> per month (1% = <INSERT 1%>) and this is the maximum SCR that can apply during any one month of the contract.
- A points system will be deployed to calculate the level of credit due to the Authority from the Supplier, as follows:



Crown
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Service

Individual KPI failings in month*	% of Maximum Service Credit Charge (100% = £1% of monthly price)	Credit per Month
0	0%	0
1 - 3	1%	<1% of max service credit charge>
4 - 8	5%	<5% of max service credit charge>
9 - 20	10%	<10% of max service credit charge>
21 - 40	25%	<25% of max service credit charge>
41 - 60	40%	<40% of max service credit charge>
61 - 99	70%	<70% of max service credit charge>
100 +	100%	<100% of max service credit charge>

The Supplier is wholly responsible for maintaining records of achievements and failings in respect of KPIs, calculating service credits and agreeing these with the Authority. The Supplier is also responsible for demonstrating where any reasonable test should apply. i.e. a failing not deemed a failing because it was not the fault of or within the control of the Supplier.

If poor performance is persistent early termination of the Contract will also be considered in accordance with the provisions of the Call-Off Terms .

The Authority will monitor the work of the Supplier throughout the Contract through regular contact between the Supplier and The Authority's day-to-day contact.



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Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

1.1.5 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

[Guidance Note: Insert details of Key Supplier Personnel, their Key Role(s) and Duration in the below table or delete the table in its entirety and insert Not Applicable if there is no Key Supplier Personnel]

Key Supplier Personnel	Key Role(s)	Duration
[REDACTED] [REDACTED] Managed Services Exec Director	[REDACTED]	Length of contract
[REDACTED]	[REDACTED]	Length of contract
[REDACTED] [REDACTED] Services	[REDACTED]	Length of contract
[REDACTED] [REDACTED] Services	[REDACTED]	Length of contract
[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	Length of contract
[REDACTED] [REDACTED]	[REDACTED]	Length of contract

Part B – Key Sub-Contractors

N/A



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Key Sub-contractor name and address (if not the same as the registered office)	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



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Service

Attachment 6 – Software

1. The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).
- 1.1.6 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



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Commercial
Service

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

Attachment 7 – Financial Distress

For the purpose of Schedule 7 (Financial Distress) of the Call-Off Terms, the following shall apply:

PART A – CREDIT RATING THRESHOLD

Entity	Credit Rating (long term) <i>(Rating of Supplier at commencement date)</i>	Credit Rating Threshold
<i>Methods Business and Digital Technology Limited</i>		

PART B – RATING AGENCIES

Rating Agency 1 (Dunn & Bradstreet)

Attachment 8 – Governance

PART A – SHORT FORM GOVERNANCE

For the purpose of Part A of Schedule 7 (Short Form Governance) of the Call-Off Terms, the Supplier shall schedule the following meetings and submit monthly performance reports to monitor the service and contract performance:

Meeting	Purpose	Frequency	Attendees
Executive	Provide strategic oversight and direction to the programme, review overall performance and manage escalations that cannot be resolved through operational governance	Quarterly	UKHSA: CIO, Senior Leadership Team and nominated Client Manager Supplier: Executive Director, Commercial Manager, Head of Service Management, Service Manager, Supplier Account Manager
Contract performance review (Commercial Review)	Review of contract performance and cost forecasts	Monthly	UKHSA: Senior Leadership Team and nominated Client Manager Supplier: Service Manager, Supplier Account Manager, Commercial Manager
Service performance review (Operations Board)	Review of monthly reporting and progress update on key initiatives, problems, requests, and developments .	Monthly	UKHSA: Senior Leadership Team and nominated Client Manager Supplier: Service Manager, Account Manager

Improving visibility of subcontract opportunities available to SMEs and VCSEs in the supply chain (PPN 01/18) <https://www.gov.uk/government/publications/procurement-policy-note-0118-supply-chain-visibility>

1. The Supplier shall:

- 1.1 subject to paragraph 3 below, advertise on Contracts Finder all subcontract opportunities arising from or in connection with the provision of the Goods and/or Services and/or Works above a minimum threshold of £25,000 that arise during the Contract Period;
- 1.2 within 90 days of awarding a subcontract to a subcontractor, update the notice on Contracts Finder with details of the successful subcontractor;
- 1.3 monitor the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
- 1.4 provide reports on the information at paragraph 1.1.3 to a Contracting Authority in the format and frequency as reasonably specified by the Contracting Authority; and 1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

2. Each advert referred to at clause 1.1 above shall provide a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.

3. The obligation at paragraph 1.1 shall only apply in respect of subcontract opportunities arising after the Commencement Date date. 4. Notwithstanding clause 1, the Contracting Authority may by giving its prior written approval, agree that a subcontract opportunity is not required to be advertised on Contracts Finder.

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. The contact details of the Buyer's Data Protection Officer are:
data_protection@dhsc.gov.uk
2. The contact details of the Supplier's Data Protection Officer are:
[REDACTED]@methods.co.uk
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
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>Splunk is providing a solution to capture, monitor and report on the information around where a single event is within the test cycle and be able to detect if data has changed within the events journey.</p> <p>Additionally, Splunk will be providing Service Monitoring capability</p>
Duration of the processing	The system does not collect, share or use the data, however, data relating to individuals is within the files that are being monitored. Additionally, not every piece of data is in every file for example citizen name, address, phone number is not in the file from the laboratories – just the reference number and test result.
Nature and purposes of the processing	<ul style="list-style-type: none"> • The aim is to ensure systems stability and to additionally ensure that there is no data loss across the systems whilst processing the test results. • The ability to detect where the personal information may have changed during its journey through the system. • The ability to detect and audit when incorrect information has or may have been sent to another subject. • The ability to detect failures causing delays in processing of results at different stages of the test journey.
Type of Personal Data	Name Address Postcode DoB Age Gender Racial / ethnic origin Tel no. Mobile / home phone no. Email address Nationality/immigration status Medical / health / genetic information

Categories of Data Subject	Members of public
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	Standard retention period within Splunk Cloud is 90 days although this can be set to less if required. Data replicated to the S3 Buckets will be removed within 24 hours of receipt.

Attachment 10 – Transparency Reports

Title	Content	Format	Frequency
Charges Report	<ul style="list-style-type: none"> ▪ Charges associated with the activities completed ▪ Forecast of the Charges associated with future activities ▪ Spend against budget 	MS Excel	Monthly
Service Performance Reports	<ul style="list-style-type: none"> ▪ KPIs and SLA Reports 	MS Excel	Monthly

Service Performance Reports

The Supplier shall complete and issue the Service performance review report seven working days prior to the Service performance meeting on a monthly basis. The Supplier will be expected to respond to ad hoc reporting requests from the Buyer.

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

FRAMEWORK SCHEDULE 4 – ANNEX 2

RM6100 TECHNOLOGY SERVICES 3

LOTS 2, 3 AND 5 CALL OFF TERMS

FRAMEWORK SCHEDULE 4 – ANNEX 3

ALTERNATIVE AND ADDITIONAL CLAUSES AND SCHEDULES FOR LOTS 2, 3 AND 5