

**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 **22nd June 2023** 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
- .1.4 Framework Schedule 18 (Tender).

Section A General information

Contract Details**Contract Reference:** DF156**Contract Title:** DAS Enablement

Contract Description: Data Analytics Services (DAS) supporting Defence Data Analytics Platform (DDAP) to provide a loosely-coupled, secure and scalable multi-tenant platform, designed to provide MOD personnel with access to data, analytical software and powerful computational resources that can be scaled to meet demand, enabling MOD personnel to gain insights and make decisions based on accurate, joined up data using state of the art tools and techniques.

Contract Anticipated Potential Value £9,725,000
(ex.VAT): this should set out the total potential value of the Contract

Estimated Year 1 Charges (ex.VAT): £9,725,000

Commencement Date: this should be the date of the last signature on Section E of this Order Form 2nd April 2024

Buyer details**Buyer organisation name**

Defence Digital c/o The Secretary of State for Defence

Billing address

B2 Floorplate, Building 405, MOD Corsham, Westwells Road, SN13 9NR

Buyer representative name

The name of your point of contact for this Order
 Robert Whitman

Buyer representative contact details

redacted

Buyer Project Reference

DF0156 – Data Analytics Service

Supplier details**Supplier name**

Cognizant Worldwide Limited

Supplier address

280 Bishopsgate, London, EC2M 4RB

Supplier representative name

REDACTED

Supplier representative contact details

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

Cognizant Basware Supplier item ID 005

Guarantor details**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 | <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 | X |
| 5. SERVICE INTEGRATION AND MANAGEMENT | <input type="checkbox"/> |

Part B – The Services Requirement

Commencement Date

See above in Section A

Contract Period

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

Initial Term Months

Maximum 12 (twelve) months

Extension Period (Optional) Months

No Extension

Minimum Notice Period for exercise of Termination Without Cause

30 (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:

- MOD Corsham, Westwells Road, SN13 9NR
- Ministry of Defence, Whitehall, London, SW1A 2HB

Supplier Premises:

REDACTED

Third Party Premises:

REDACTED

Buyer Assets*Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms*

- MOD will provide the relevant physical infrastructure where needed (MODNet laptops, credentials, Site Access Passes, etc) to be able to conduct the terms of this SoW;
- MOD can provide access and licencing to the relevant hosting platforms, as required during delivery of the iterative solution builds;

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.*

Aligned to Security Management Plan maintained between the supplier and the authority

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.*

Aligned to Security Management Plan maintained between the supplier and the authority

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

Third Party Public Liability Insurance (£) – £5,000,000

Professional Indemnity Insurance (£) - £1,000,000 for each individual claim and in the aggregate.

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

REDACTED

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	<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 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 £[insert details]; and~~
- ~~- for the purpose of Paragraph 8.2.2, the figure shall be £[insert details].~~

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

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	X
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"/>

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.

Aligned to Security Management Plan maintained between the supplier and the authority

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

**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.

Statement of work and rate card associated to service offering

**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

Attachment 1 – Services Specification

Buyer Project ID	Contract Ref: DF156	Statement of Work Name	Defence Data Analytics Platform 2 nd April 2024 – 31 st March 2025
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Supplier	Cognizant Worldwide Limited
Supplier's Address	
Account Manager	

2 SERVICE DESCRIPTION
<p>2.1 Executive Summary</p> <p>REDACTED</p> <p>2.2 Background / Description of Service</p> <p>REDACTED</p> <p>2.3 Key Outcomes</p> <p>REDACTED</p> <ul style="list-style-type: none"> ● Enhanced decision-making: By providing easy access to high-quality data and advanced analytics tools, a data fabric can help Defence make better decisions that lead to improved outcomes. ● Increased efficiency: By automating data management tasks and streamlining data access processes, a data fabric can help Defence save time and money. ● New opportunities: By providing insights from data, a data fabric can help Defence identify new opportunities for innovation. ● Improved data quality: By ensuring that data is consistent, accurate, and complete, a data fabric can help Defence improve the quality of its data-driven insights. ● Reduced risk: By improving data governance and security, a data fabric can help Defence reduce the risk of data breaches and other compliance issues. <ul style="list-style-type: none"> ○ Enhanced agility: By enabling Defence to quickly access and analyse data, a data fabric can help decision makers respond to operational changes and adapt to new challenges

REDACTED.