

#### 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 16<sup>th</sup> June 2021 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <a href="https://www.crowncommercial.gov.uk/agreements/RM6100">https://www.crowncommercial.gov.uk/agreements/RM6100</a>. 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.
- 13. Annex 2 Alternative and Additional Clauses and Schedules

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 including the Attachments and Annexes and in the case of conflict the order of precedence shall be the Annex, the Attachment, the Order Form;
- .1.3 the Call Off Terms; and
- .1.4 Framework Schedule 18 (Tender).



Unless there is a clear adjustment to an existing provision of the Contract, additional Clauses incorporated into the Contract via the Order Form will have the effect of being inserted sequentially immediately after Clause 56. New definitions for Schedule 1 (Definitions) will have the effect of being inserted alphabetically into the table therein and associated schedules will have the effect of being inserted sequentially immediately after Schedule C10

## Section A General information

Contract Details	
Contract Reference:	[REDACTED]
Contract Title:	Hardware Support Services
Contract Description:	Delivery, Maintenance, Repair and Operational (MRO) Services for End user Devices and related peripherals and ancillaries.  Decommissioning, Secure Disposal and generation of income for the Buyer from the resale of redundant Buyer Assets  Technical support services In scope projects by written agreement
Contract Anticipated Potential Value: this should set out the total potential value of the Contract  Services	£17.2 million. The Contract Anticipated Potential Value does not account for any spend under this Call-Off Contract from the Buyer reinvesting income generated by the Supplier from the resale of Assets under this Call Off Contract.
Estimated Year 1 Charges:	£4.5 million - The Estimated Year 1 Charges does not account for any spend under this Call-Off Contract from the Buyer reinvesting income generated by the Supplier from the resale of Assets under this Call Off Contract.
<b>Commencement Date:</b> this should be the date of the last signature on Section E of this Order Form	Date of signature

#### **Buyer details**



#### **Buyer organisation name**

The Secretary of State for Justice acting through Ministry of Justice

#### Billing address

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

102 Petty France, London SW1H 9AJ

#### **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]

#### **Buyer Project Reference**

Please provide the customer project reference number.

#### [REDACTED]

#### Supplier details

#### Supplier name

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

Computacenter (UK) Limited

#### Supplier address

Supplier's registered address

Hatfield Avenue, Hatfield, Hertfordshire, AL10 9TW

#### 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.

Not Applicable

#### **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

Fr	Framework Lot under which this Order is being placed		
1.	TECHNOLOGY STRATEGY & SERVICES DESIGN		
2.	TRANSITION & TRANSFORMATION		
3.	OPERATIONAL SERVICES		
	a: End User Services	X	
	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		
Initial Term Months 48 months	Extension Period (Optiona 12 months	Months
Minimum Notice Period for exercise of Termination Without Cause see Clause 35.1.9 of the Call-Off Terms		90 calendar days

#### Sites for the provision of the Services

The Supplier shall provide the Services from the following Sites:

#### **Buyer Premises:**

Services shall be delivered to multiple sites owned and maintained by the Authority and arm length bodies and Authority Personnel home addresses within the mainland United Kingdom including Courts and prisons, or as otherwise agreed by the parties.

#### **Supplier Premises:**

RD Trading Tekhnicon, Springwood, Braintree, CM7 2YN and Hatfield Avenue, Hatfield, Hertfordshire, AL10 9TW and other secondary locations as required including Budapest - Haller Gardens, Building D. 1st Floor Soroksári út 30-34 Budapest 1095

#### **Third Party Premises:**



Deliveries to individual End Users as directed by the Buyer through the agreed ordering process

#### **Buyer Assets**

Devices are detailed in the attached that forms the baseline at Contract Date.

#### [REDACTED]

#### **Additional Standards**

Those Standards listed in Annex C of the Services Specification.

#### **Buyer Security Policy**

Ministry of Justice Security policy which can be found at: https://security-guidance.service.justice.gov.uk/#cyber-and-technical-security-guidance with the adjustments as agreed in Section DD of the Order Form

#### **Buyer ICT Policy**

Ministry of Justice Digital Strategy which can be found at: https://www.gov.uk/government/publications/ministry-of-justice-digital-strategy-2025

#### Insurance

Third Party Public Liability Insurance  $(\pounds)$  - £1,000,000 (one million pounds) for any one occurrence, the number of occurrences being unlimited in any annual policy period. But £1,000,000 (one million pounds) for any one occurrence and in the annual aggregate in respect of products and pollution liability (to the extent insured by the policy). The Third Party Public Liability Insurance to contain a data protection legislation clause.

Professional Indemnity Insurance (£) - £1,000,000 (one million pounds) for any one occurrence and in the annual aggregate.

The Supplier shall upon the Commencement Date and within fifteen (15) Working Days after the renewal of each of the insurances listed above, provide evidence, in a form satisfactory to the Buyer, that the insurances are in force and effect and meet in full the requirements of this Contract. Receipt of such evidence by the Buyer shall not in itself constitute acceptance by the Buyer or relieve the Supplier of any of its liabilities and obligations under this Contract.

#### **Buyer Responsibilities**

See Annex 2 (Buyer Responsibilities)

#### Goods

No Goods are purchased through this process with the exception of parts procured as part of the repair services described at 05.09 "level 1" requirements in Annex A of the Services Specification and for the purposes of remarketing. The Buyer or their designated hardware sourcing provider will procure all Goods for delivery of the Services except where the



Buyer authorises the procurement of specialist consumables for the delivery of the Services.

#### Governance - Option Part A or Part B

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	X
Part B – Long Form Governance Schedule	

The Part selected above shall apply this Contract.

#### Change Control Procedure - Option Part A or Part B

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

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 £10,000; and
- for the purpose of Paragraph 8.2.2, the figure shall be £15,000.

#### Section C

#### Part A - Additional and Alternative Buyer Terms

#### Additional Schedules and Clauses (see Annex 2

#### Part A – Additional Schedules

Guidance Note: Tick any applicable boxes below

Additional Schedules	Tick as applicable
S1: Implementation Plan	X
S2: Testing Procedures	X
S3: Security Requirements (either Part A or Part B)	Part A X
S4: Staff Transfer	X
S5: Benchmarking	X
S6: Business Continuity and Disaster Recovery	X
S7: Continuous Improvement	X
S8: Guarantee	
S9: MOD Terms	
S10:Service Requests and Projects	X
S11:Service Recipients	X
S12:Corporate Social Responsibility	X
S13:Buyer Responsibilities	X

#### Part B - Additional Clauses



**Not Used** 

Part C - Alternative Clauses

Not Used.

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

**Additional Schedule S3 (Security Requirements)** 

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#### [REDACTED]

#### **Additional Schedule S4 (Staff Transfer)**

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The parties acknowledge and agree that it is not anticipated that the commencement of the provision of the Services or a part of the Services shall result in a Relevant Transfer, Part C of this Schedule S4 (Staff Transfer) shall apply, Part D of this Schedule S4 (Staff Transfer) may apply and Parts A and B of this Schedule S4 (Staff Transfer) shall not apply.

#### Additional Schedule S5 (Benchmarking)

The parties acknowledge and agree that the Services shall be subject to an annual review to be determined in accordance with Governance and the provisions of this Schedule S5 (Benchmarking) will not be applicable until agreed by authorised representatives of each party.

#### **Additional Schedule S8 (Guarantee)**

Not required

#### **Additional Clause C1 (Relevant Convictions)**

Not Applicable

#### **Additional Clause C3 (Collaboration Agreement)**

Not Applicable

## Section D Supplier Response

The Supplier's Call-Off Tender is set out at Attachment 11.

#### **Commercially Sensitive information**

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## Section DD Specific Amendments

The clauses and schedules as set out in Annexes 1 and 2 have been updated by the Buyer to align with its requirements under this Contract. The clauses and schedules, as amended, are set out at Annex 1 to this Order Form.

The amendments made to the clauses and schedules as set out in Annexes 2 and 3 by the Buyer do not substantially depart from the terms of the Framework.

### [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**

For and on behalf of the Supplier

- or and on bondarior the capping	
Name	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]

For and on behalf of the Buyer

Name	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date	[REDACTED]



## **Attachment 1 – Services Specification**

The Buyer's Statement of Requirements together with the changes as agreed by the parties is set out below.



### Attachment 2 - Charges and Invoicing

### **Part A - Milestone Payments and Delay Payments**

See Annex A of Schedule 2 (Charges and Invoicing) of Annex 1 (Call-Off Terms)

#### **Part B – Service Charges and Project Charges**

See Annexes B (Fixed Charges), C (Variable Charges), E (Catalogue Charges) and J (Financial Model) of Schedule 2 (Charges and Invoicing) and Part B of Schedule 2 (Charges and Invoicing) of Annex 1 (Call-Off Terms)

# Part C - Supplier Personnel Rate Card for Calculation of Time and Materials Charges

See Annex D (Rate Card) of Schedule 2 (Charges and Invoicing) of Annex 1 (Call-Off Terms)



## Part D - Risk Register

To be populated by the parties during Transition and updated by the parties from time to time

## **Part E – Early Termination Fee(s)**

See Part E of Schedule 2 (Charges and Invoicing).



## **Attachment 3 – Outline Implementation Plan**



#### Attachment 4 - Service Levels and Service Credits

#### **Service Levels and Service Credits**

See Annexes 1 and 2 of Schedule 3 (Service Levels, Service Credits and Performance Monitoring) of Annex 1 (Call-Off Terms)

#### **Service Credit Cap**

See Part A of Schedule 3 (Service Levels, Service Credits and Performance Monitoring) of Annex 1 (Call-Off Terms)

#### **Critical Service Level Failure**

See Part D (Critical Service Level Failure) of Schedule 3 (Service Levels, Service Credits and Performance Monitoring) of Annex 1 (Call-Off Terms)

#### Social KPI

See Annex 5 of Schedule 3 (Service Levels, Service Credits and Performance Monitoring) of Annex 1 (Call-Off Terms)



## **Attachment 5 – Key Supplier Personnel and Key Sub-Contractors**

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 Role(s)	Duration
Service Manager	Contract Period
Account Manager	Contract Period
	Other roles as agreed by
	the parties from time to
	time

## Part B - Key Sub-Contractors

Parties acknowledge that RD Trading Limited is a Supplier Affiliate as at the Effective Date: Not Applicable



#### 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: Not Applicable

Part B – Third Party Software REDACTED

#### **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

[REDACTED]

**PART B - RATING AGENCIES** 



### Attachment 8 - Governance

#### PART A - SHORT FORM GOVERNANCE

Schedule 7 (Short Form Governance) schedule to apply

#### 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. The contact details of the Buyer's Data Protection Officer are: dataprotection@justice.gov.uk
- 2. The contact details of the Supplier's Data Protection Officer are: Mark Goddard, Hatfield Avenue, Hatfield, Hertfordshire, AL10 9TW
- 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	<b>Details</b>
Identity of the Controller and Processor	The Buyer is Controller and the Supplier is Processor, except as described below. The processing carried out by the Processor is described in this Attachment 9.
Subject matter of the processing	The processing is needed in order to provide the Services.
Duration of the processing	The Contract Period and (to the extent relevant) the Termination Assistance Period.
Nature and purposes of the processing	The Processor will only process Personal Data to perform the Services pursuant to the Call-Off Contract, and as further instructed by the Controller in its use of the Services. The nature of the processing is as described in the Services and includes any operation such as collection, disclosure by transmission, recording, organisation, structuring, storage, retrieval, use, restriction, erasure or destruction of data.  The purpose of the processing is to enable the Buyer and the Supplier to deliver the Services to the End Users.
Type of Personal Data being processed	Staff personal data including but not limited to:
Categories of Data Subject	Buyer Personnel.
International transfers and legal gateways	Personal data shall be processed in UK and EEA. The UK Government has declared that the European Economic Area is adequate for data protection purposes. Transfers of personal data outside of the UK and EEA shall be handled in accordance with Clause 34.5.4.





Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data

Any Personal Data processed at the end of the Contract Period and (to the extent relevant) the Termination Assistance Period are to be handled in accordance with Clause 34.5.5 of the Call-Off Terms.

The Processor shall ensure that during the Contract Period the Services comply with the Buyer's handling and retention requirements set out in this Call-Off Contract and as instructed by the Buyer to the Processor from time to time.



## **Attachment 10 – Transparency Reports**



## **Attachment 11 - Supplier's Call-Off Tender**

As per the attachment below and amended within the table below:



## Annex 1 - Call Off Terms



## **Annex 2 – Alternative and Additional Clauses and Schedules**