

RM6221 Health Order Form

Call-Off Ref: C55274 Plat - IAM Client and Credentials

Health Order Form

CALL-OFF REFERENCE:	C55274
THE BUYER:	NHS Digital
BUYER ADDRESS	7 and 8 Wellington Place, Leeds, LS1 4AP
THE SUPPLIER:	Aire Logic Limited
SUPPLIER ADDRESS:	Aireside House, Aire Street, Leeds, England, LS1 4HT
REGISTRATION NUMBER:	06233174
DUNS NUMBER:	846919228
DATE OF ISSUE:	20 December 2021
CALL-OFF START DATE:	20 December 2021
ACTUAL SERVICES COMMENCEMENT DATE:	13 December 2021
CALL-OFF EXPIRY DATE:	12 December 2025
CALL-OFF INITIAL PERIOD:	48 months
CALL-OFF OPTIONAL EXTENSION PERIOD:	12 months
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	3 months
HANDOVER DATE (IF APPLICABLE) – SEE CALL OFF SCHEDULE 13A	Click or tap to enter a date.
CALL-OFF CONTRACT VALUE INITIAL PERIOD (excl. VAT):	£8,100,000 GBP eight million, one hundred thousand

RM6221 Health Order Form

Call-Off Ref: C55274 Plat - IAM Client and Credentials

ANNEXES TO THIS ORDER FORM

The following Annexes form part of this Health Order Form.

Annex	Title	Version
Annex 1	Statement of Work (Specification) Template	2.0.1
Annex 2	Statement of Work (Costs) Template	1.0.1
Annex 3	Special Terms	1.0.1
Annex 4	Buyer's Mandatory Policies	1.0.1
Annex 5	Processing Personal Data	2.0.1
Annex 6	Key Subcontractors	1.0.1
Annex 7	Applicable Standards	1.0.1

STATEMENTS OF WORK

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute Statements of Work ("SOW"). Once signed by the Parties, the Statements of Work shall be incorporated into and will form part of this Call-Off Contract.

The following SOW[s] will be executed at the same time as the Call-Off Contract:

Annex	Title	Version

The following SOW[s] form part of the Invitation to Tender and remain as drafts as at the date of this Call-Off Contract. The Buyer reserves the right to amend and update these SOWs following the execution of the Call-Off Contract.

Annex	Title	Version
SOW001	IAM Client and Credentials DevOps	1.0D

RM6221 Health Order Form

Call-Off Ref: C55274 Plat - IAM Client and Credentials

A Statement of Work consists of two parts however the Specification and Costs together form the Statement of Work:

- **Specification:** the technical specification developed using template contained in the attached Annex 1 of this Health Order Form: Statement of Work Template (Specification); and
- **Costs:** the pricing workbook which shall be output from the Commercial model. An example of this may be found in Annex 2 of this Health Order Form: Statement of Work Template (Costs).

The Parties agree that the templates in both Annex 1 and Annex 2 to this Health Order Form may be updated by the Buyer from time to time to reflect emerging Buyer needs. The Buyer shall notify the Supplier of any material change to the template in writing.

CALL-OFF TERMS

The following sections of this Order Form include optional wording. Where such wording is marked with a ☒ that wording is included and applicable to this Call-Off Contract. Where the wording is not marked as applying (i.e. ☐), then that wording is not incorporated into this Call-Off Contract.

For each of the documents listed below:

- Where the document is not marked as applying (☐) , then those documents are not incorporated into this Call-off Contract.
- Where the document is marked as applying (☒) , then those documents are incorporated into this Call-off Contract.

Schd.	Title	Ver.	Applies
THE ORDER FORM AND ANNEXES			
	This Order Form (including all Annexes)	5.1	<input checked="" type="checkbox"/>

RM6221 Health Order Form

Call-Off Ref: C55274 Plat - IAM Client and Credentials

Schd.	Title	Ver.	Applies
JOINT SCHEDULES			
J01	Joint Schedule 1 Definitions	3.7.1	<input checked="" type="checkbox"/>
J02	Joint Schedule 2 Variation Form	3.1.1	<input checked="" type="checkbox"/>
J03	Joint Schedule 3 Insurance Requirements	3.1.1	<input checked="" type="checkbox"/>
J04	Joint Schedule 4 Commercially Sensitive Information	3.1.4	<input checked="" type="checkbox"/>
J05	Joint Schedule 5 Corporate Social Responsibility	3.2.1	<input checked="" type="checkbox"/>
J06	Joint Schedule 6 Key Subcontractors	3.1.1	<input checked="" type="checkbox"/>
J07	Joint Schedule 7 Financial Difficulties	3.3.1	<input checked="" type="checkbox"/>
J08	Joint Schedule 8 Guarantee	3.2.1	<input type="checkbox"/>
J09	Joint Schedule 9 unused		<input type="checkbox"/>
J10	Joint Schedule 10 Rectification Plan	3.0.1	<input checked="" type="checkbox"/>
J11	Joint Schedule 11 Processing Data	4.1.1	<input checked="" type="checkbox"/>
J12	Joint Schedule 12 Supply Chain Visibility	1.0.1	<input checked="" type="checkbox"/>

RM6221 Health Order Form

Call-Off Ref: C55274 Plat - IAM Client and Credentials

Schd.	Title	Ver.	Applies
CALL-OFF SCHEDULES			
C01	Call-Off Schedule 1 Transparency Reports	3.0.2	<input checked="" type="checkbox"/>
C02	Call-Off Schedule 2 Staff Transfer	3.2.2	<input checked="" type="checkbox"/>
C03	Call-Off Schedule 3 Continuous Improvement	3.0.1	<input checked="" type="checkbox"/>
C04	Call-Off Schedule 4 Call-Off Tender	3.1.1	<input checked="" type="checkbox"/>
C05	Call-Off Schedule 5A Health Pricing Details and Expenses Policy	3.1.1	<input checked="" type="checkbox"/>
C05.1	Call-Off Schedule 5A Annex 1 Call-Off Contract Prices	1.0	<input checked="" type="checkbox"/>
C05.2	Call-Off Schedule 5A Annex 2 Specific Technology Uplifts	1.0	<input checked="" type="checkbox"/>
C06	Call-Off Schedule 6 ICT Services	3.4.1	<input type="checkbox"/>
C07	Call-Off Schedule 7 Key Supplier Staff	3.0.1	<input checked="" type="checkbox"/>
C08	Call-Off Schedule 8 Business Continuity and Disaster Recovery Plan	3.2.1	<input checked="" type="checkbox"/>
C09	Call-Off Schedule 9A Health Security including Annexes 1,2 & 3	3.4.2	<input checked="" type="checkbox"/>
C09.4	Call-Off Schedule 9A Health Security including Annex 4 ISMS	3.4.2	<input type="checkbox"/>
C10	Call-Off Schedule 10A Health Exit Management	3.1.1	<input checked="" type="checkbox"/>
C11	Call-Off Schedule 11 Not Used		<input type="checkbox"/>
C12	Call-Off Schedule 12 Not Used		<input type="checkbox"/>
C13	Call-Off Schedule 13A Health Implementation Plan and Testing	3.2.2	<input checked="" type="checkbox"/>
C14	Call-Off Schedule 14 Service Levels	3.1.1	<input type="checkbox"/>
C15	Call-Off Schedule 15A Health Supplier and Contract Management	3.1.1	<input checked="" type="checkbox"/>
C16	Call-Off Schedule 16 Benchmarking	3.2	<input checked="" type="checkbox"/>
C17	Call-Off Schedule 17 MOD Terms		<input type="checkbox"/>
C18	Call-Off Schedule 18 Background Checks	3.0.1	<input checked="" type="checkbox"/>
C19	Call-Off Schedule 19 Scottish Law		<input type="checkbox"/>
C20	Call-Off Schedule 20 Call-Off Specification <i>As updated and supplemented by executed Statements of Work .</i>	3.0.2	<input checked="" type="checkbox"/>
C21	Call-Off Schedule 21 Northern Ireland Law		<input type="checkbox"/>
C22	Call-Off Schedule 22 Not Used		<input type="checkbox"/>
C23	Call-Off Schedule 23 Health Additional Call-Off Terms	4.0.1	<input checked="" type="checkbox"/>
C24	Call-Off Schedule 24 Health Probity	1.0.1	<input checked="" type="checkbox"/>
C25	Call-Off Schedule 25 Ethical Walls Agreement	N/A	<input type="checkbox"/>
C26	Call-Off Schedule 26 Form of Licence	1.0.1	<input type="checkbox"/>

RM6221 Health Order Form

Call-Off Ref: C55274 Plat - IAM Client and Credentials

FRAMEWORK CONTRACT RM6221

This Order Form is for the provision of the Deliverables and is dated as of the Date of Issue.

The Order Form and accompanying Schedules are issued pursuant to the Framework Contract with the reference number RM6221 for the provision of Digital Capability for Health Deliverables.

Defined terms used in this Order Form shall be interpreted in accordance with Joint Schedule 1 (Definitions), as updated by Annex 3 of this Order Form (Special Terms).

In this Call-Off Contract, a reference to a schedule numbered N, shall be interpreted as a reference to a schedule NA. For example, a reference to a Call-Off Schedule 5 (Pricing Details and Expenses Policy), shall be interpreted as a reference to Call-Off Schedule 5A (Pricing Details and Expenses Policy).

The Parties signature and agreement of this Order Form will not oblige the Buyer to buy or the Supplier to supply Deliverables. Commitment to buy and to supply the Deliverables shall occur when the parties execute Statements of Work. The parties shall keep a log of the agreed Statements of Work.

ORDER OF PRECEDENCE

In the event that any documents conflict, the following order of precedence applies. Documents listed at lower numbers in this list shall take precedence over documents listed with higher numbers:

1. This Order Form including the Order Form Annexes.
2. Executed Statements of Work
3. C23 - Call-Off Schedule 23 (Health Additional Call-Off Terms)
4. RM6221 DCFH Core Terms (version 3.0.9)
5. All remaining RM6221 Joint Schedules
6. All remaining Call-Off Schedules (excluding C10)
7. C10 - Call-Off Schedule 4 (Call-Off Tender)

Save as specifically agreed in this Health Order Form and Call-Off Schedule 6 (ICT Services), no Supplier terms form part of this Call-Off Contract. That includes any terms presented at the time of delivery or referenced by the Supplier in C10 - Call-Off Schedule 4 (Call-Off Tender).

For the avoidance of doubt, any variation of the Framework Terms by CCS following the signature of this Order Form, shall not automatically vary this Call-Off Contract. Any variation to the Call-Off Contract shall be in accordance with Clause 24 of the Core Terms.

RM6221 Health Order Form

Call-Off Ref: C55274 Plat - IAM Client and Credentials

CALL-OFF SERVICE PROVISION(S):

The following details the scope of required services and Deliverables at a high level. Further detail may be found within the detailed requirements documented within Call-Off Schedule 20 (Call-Off Specification),

Service Provision	Description	Main Service	Extra Services
DevOps Services	support for ongoing live services.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Digital Definition Services	Either separately or combined GDS Discovery (as extended under Extended Discovery under Paragraph 4.3 below) and /or Alpha phases.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Build and Transition Services	either separately combining GDS Beta phase and/or Retirement phases (including transition to Live). It is anticipated that Live will be covered by an appropriate competition for DevOps Services.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
End-to-End Development Services	with the ability to combine the full set of GDS agile phases of Discovery through to Live.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Data Management (and similar) Services	primarily targeted at building, enhancing, and maintaining data assets, migrating data from one system to another and analysis and reporting from such data assets.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

CALL-OFF SPECIAL TERMS

This Order Form amends the Framework Terms as detailed in Annex 3 (Special Terms). Any reference to a Call-Off Schedule, Joint Schedule or the Core Terms shall refer to them as amended by Annex 3. The Special Terms contained in Annex 3 are incorporated into this Call-Off Contract

CALL-OFF DELIVERABLES

The Call-Off Deliverables shall be as documented at a high level in Call-Off Schedule 20 (Call-Off Specification) and more specifically within individual Statements of Work. .

RM6221 Health Order Form

Call-Off Ref: C55274 Plat - IAM Client and Credentials

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is as stated in Clause 11.2 of the Core Terms.	
The Estimated Year 1 (12 month) Charges used to calculate liability in the first Contract Year is:	£2,000,000 GBP two million

[Buyer guidance: The Buyer must always provide a figure in both full numbers (no abbreviations such as m or k and words above)]

CALL-OFF CHARGES

The Framework utilises Capped Time and Materials, based on competed day rates, as the underlying basis of charging for the Call-Off Contract overall.

However, individual SOWs may be required to be priced based on any of the charging methods detailed below. More information on these may be found in Call-Off Schedule 5 (Pricing Details):

- (1) Capped Time and Materials
- (2) Incremental Fixed Price
- (3) Fixed Price

REIMBURSABLE EXPENSES

The Rate Card includes all expenses related to delivering the Services at the locations specified in the Statements of Work. See Framework Schedule 3 (Framework Prices), and Paragraph 8 of Expenses Policy in Annex 1 of Call-Off Schedule 5A (Health Pricing Details and Expenses Policy).

MATERIAL KPIS***Call-Off Schedule 15A Health Supplier and Contract Management***

The following Material KPIS shall apply to this Call-Off Contract in accordance with Paragraph 9 of Call-Off Schedule 15A:

Material KPI	Target	Measured by
Not applicable		

RM6221 Health Order Form

Call-Off Ref: C55274 Plat - IAM Client and Credentials

PAYMENT METHOD

Payments shall be made in accordance with Paragraph 8 of Call-Off Schedule 15A (Health Supplier and Contract Management).

BUYER'S INVOICE ADDRESS

Name	Health and Social Care Information Centre
Email address	sbs.apinvoicing@nhs.net
Address	NHS Digital, T56 Payables A125 Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE
Invoicing Information	<p>Any queries regarding outstanding payments should be directed to NHS Digital's Accounts Payable section by email at financialaccounts@nhs.net.</p> <p>Invoices should clearly quote the purchase order number, be addressed to the above address and be sent as a PDF attachment by email to the following email address sbs.apinvoicing@nhs.net (one invoice per PDF)</p> <p>Emails must not exceed 10Mb and quote 'T56 Invoice Scanning'</p> <p>in subject line. Alternatively invoices can be sent via post to the above address.</p>

BUYER'S AUTHORISED REPRESENTATIVE

Name	
Role	
Phone	
Email address	
Address	

STANDARDS REQUIREMENTS

From the Start Date of this Call-Off Contract, the Supplier shall comply with the current relevant Call-Off Standards as set out in Annex 7 (Applicable Standards) of this Order Form as amended or supplemented by any Statement of Work.

RM6221 Health Order Form

Call-Off Ref: C55274 Plat - IAM Client and Credentials

BUYER'S MANDATORY POLICIES

The Buyer does not currently have a stand-alone Environmental Policy.

The Supplier shall (and shall ensure the Supplier's employees, contractors and subcontractors shall) comply with the Buyer's mandatory policies detailed in the table at Annex 4 (Mandatory Policies) of this Order Form and as updated from time to time.

In the event of a difference between any Buyer's policy and Supplier's policy (or their Subcontractor's, policy), the Supplier agrees that the Buyer's policy shall take precedence, save where otherwise agreed in the table below or in a Statement of Work.

The following supplier's policy shall take precedence over the following Buyer's policies	
Buyer's Policy Title	Supplier's Policy Title

SUPPLIER'S AUTHORISED REPRESENTATIVE

	
---	--

SUPPLIER'S CONTRACT MANAGER

	
---	--

RM6221 Health Order Form

Call-Off Ref: C55274 Plat - IAM Client and Credentials

THE FOLLOWING JOINT SCHEDULES ARE UPDATED IN ACCORDANCE WITH THE OPTIONS IDENTIFIED AND SELECTED BELOW.

INSURANCES**Joint Schedule 3 (Insurance Requirements)**

Are additional insurances required in addition to that required by Joint Schedule 3 (Insurance Requirements)?	<input type="checkbox"/>

COMMERCIALLY SENSITIVE INFORMATION**Joint Schedule 4 (Commercially Sensitive Information)**

For information, in addition to names and other sensitive information in this Order Form and the data already identified in Schedule 4, as a minimum the following schedules will be redacted from the published contract:

- Bidders responses to any initial Statements of Work (specifications and costs);
- Call-Off Schedule 4 (Call-Off Tender)
- Call-Off Schedule 5A Annex 1 (Call-Off Contract Prices)
- Call-Off Schedule 5A Annex 2 (Exceptional Technology Adjustments)
- Call-Off Schedule 25 (Ethical Walls Agreement)
- Call-Off Schedule 26 (Form of Licence)

Is there additional Commercially Sensitive Information in addition to that listed in Joint Schedule 4 (Supplier's Commercially Sensitive Information)?	<input type="checkbox"/>

SOCIAL VALUE COMMITMENT**Joint Schedule 5 (Corporate Social Responsibility)**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Joint Schedule 5 (Corporate Social Responsibility) as detailed below.

The Supplier agrees to comply with the Social Values in <i>Joint Schedule 5 (Corporate Social Responsibility)</i> .	<input checked="" type="checkbox"/>
The Supplier may but is <u>not required</u> to comply with the Social Values in <i>Joint Schedule 5 (Corporate Social Responsibility)</i> .	<input type="checkbox"/>

RM6221 Health Order Form

Call-Off Ref: C55274 Plat - IAM Client and Credentials

KEY SUBCONTRACTOR(S)***Joint Schedule 6 (Key Subcontractors).***

The Key Subcontractors are as set out in Annex 6 (Key Subcontractors) of this Order Form.

FINANCIAL DIFFICULTIES***Joint Schedule 7 (Financial Difficulties)***

The Supplier (and any Key Subcontractors) is/are required to achieve a Dunn & Bradstreet rating score of 55 (consistent with the original Framework Competition).

The following definitions supersede the definition of Monitored Company and Annex 1 of Joint Schedule 7 (Financial Difficulties).

"Monitored Company"	means the Supplier,	
	together with: (where marked as applicable below)	
	<ul style="list-style-type: none"> the Guarantor; 	<input type="checkbox"/>
	<ul style="list-style-type: none"> any Key Subcontractor. 	<input type="checkbox"/>
"Rating Agencies"	Expotel (used by the Buyer)	

With regard to section 4 (What happens if there is a financial distress event) clause 4.2 shall, unless explicitly checked otherwise below, apply:

There are, or are likely to be, Key Subcontractors, etc. and clause 4.2 regarding CCS rights and remedies shall apply	<input checked="" type="checkbox"/>
---	-------------------------------------

GUARANTEE***Joint Schedule 8 (Guarantee)***

Where the financial evaluation has indicated the need for a Deed of Guarantee, A Deed of Guarantee shall be agreed in accordance with the template at Joint Schedule 8 (Guarantee).

PROCESSING PERSONAL DATA***Joint Schedule 11 (Processing Data)***

Annex 5 (Processing Personal Data) of this Order Form shall be read in place of Annex 1 of Joint Schedule 11 (Processing Data). Joint Schedule 11 continues to apply in its entirety

RM6221 Health Order Form

Call-Off Ref: C55274 Plat - IAM Client and Credentials

GRANT OF THIRD PARTY RIGHTS TO CONTROLLERS***Joint Schedule 11 (Processing Data)***

The named third-party public-sector Controllers detailed in Annex 5 (Processing Personal Data) of this Order Form will not be granted CRTPA rights in relation to the Supplier's compliance with the Data Protection Legislation.	<input checked="" type="checkbox"/>
The named third-party public-sector Controllers detailed in Annex 5 (Processing Personal Data) of this Order Form will be granted CRTPA rights in relation to the Supplier's compliance with the Data Protection Legislation.	<input type="checkbox"/>

MAINTENANCE OF DATA PROTECTION RECORDS***Joint Schedule 11 (Processing Data)***

Obligation	Obligation Applies*
The Processor <u>shall maintain</u> complete and accurate records and information to demonstrate its compliance with Joint Schedule 11 (Processing Data) and Annex 5 (Processing Personal Data) of this Order Form.	<input checked="" type="checkbox"/>
The Processor <u>is not required</u> to maintain complete and accurate records and information to demonstrate its compliance with Joint Schedule 11 (Processing Data) and Annex 5 (Processing Personal Data) of this Order Form.	<input type="checkbox"/>
* this obligation can only be changed to 'No' (i) where the Processor employs less than 250 staff, and (ii) the Controller(s) under the Contract all agree the obligation can be disapplied in accordance with the criteria in paragraph 9 of Joint Schedule 11.	

RM6221 Health Order Form

Call-Off Ref: C55274 Plat - IAM Client and Credentials

THE FOLLOWING CALL-OFF SCHEDULES ARE UPDATED IN ACCORDANCE WITH THE OPTIONS IDENTIFIED AND SELECTED BELOW.

TRANSPARENCY REPORTS**Call-Off Schedule 1 (Transparency Reports)**

The following transparency reports shall apply to the Call-Off Contract.

Title	Content	Format	Frequency
Performance metrics	Summary of Service Level for each month during the preceding Quarter, including: <ul style="list-style-type: none"> - Service Level Performance Measure; - Service Level Threshold Whether any Service Credits were owed	MS Word or Excel	Quarterly, when requested by the Buyer
Call-Off Contract Charges	Summary Charges under the Call-Off Contract for the preceding quarter	MS Word or Excel	Quarterly, when requested by the Buyer
Key Subcontractors and supply chain governance	Key Sub-Contractors utilised in the contract, including proportion of Call Off Contract Charges spent with sub-contractors	MS Word or Excel	Quarterly, when requested by the Buyer
Technical			
Performance and underperformance management	Break down of resources used in delivery of the Services over previous quarter, including: <ul style="list-style-type: none"> - Roles - Grade Days utilised	MS Word or Excel	Quarterly, when requested by the Buyer
Resource plans			

RM6221 Health Order Form

Call-Off Ref: C55274 Plat - IAM Client and Credentials

STAFF TRANSFER***Call-Off Schedule 2 (Staff Transfer)***

The Parties expectations as to the application of TUPE as at the agreement of this Health Order Form is set out below. In the unlikely event that TUPE does apply contrary to the expectation of the Parties, then Call-Off Schedule 2 (Staff Transfer) shall be deemed to apply notwithstanding the expectation of the parties set out below. In such an event, the Parties agree to co-operate with each other, applying the terms of Call-Off Schedule 2 (Staff Transfer), to plan and execute TUPE arrangements.

Parties joint understanding as to the application of TUPE	Applies?	Interpretation
There is a Staff Transfer from Buyer on entry (1 st generation)	<input type="checkbox"/>	If Yes, Part A of Call-Off Schedule 2 shall apply.
There is a Staff Transfer from former / incumbent supplier on entry (2 nd generation)	<input type="checkbox"/>	If Yes, Part B of Call-Off Schedule 2 shall apply.
There is both a 1 st and 2 nd generation Staff Transfer on entry.	<input type="checkbox"/>	If Yes, both Part A and Part B of Call-Off Schedule 2 shall apply.
<u>Pensions</u> - The following pensions shall apply to the Staff Transfer:	<input type="checkbox"/>	D1 (CSPS)
	<input type="checkbox"/>	D2 (NHSPS)
	<input type="checkbox"/>	D3 (LGPS)
	<input type="checkbox"/>	D4 Other Schemes (specify which ones)
	<input type="checkbox"/>	Not Applicable
There is no Staff Transfer (either 1 st or 2 nd generation) at the Start Date.	<input checked="" type="checkbox"/>	Part C of Call-Off Schedule 2 shall apply.
Part E of Call-Off Schedule 2 (Dealing with Staff Transfer on exit) shall apply to every Call-Off Contract.		

RM6221 Health Order Form

Call-Off Ref: C55274 Plat - IAM Client and Credentials

OFFSHORE WORKING***Call-Off Schedule 5A – Health Pricing Details and Expenses Policy***

Non-UK Suppliers or Subcontractors are acceptable.



Where non-UK Subcontractors are used, the applicable rate card(s) shall be appended to Call-Off Schedule 5A (Health Pricing Details and Expenses Policy) and Services provided by such Supplier Staff or Subcontractors shall be charged at rates no greater than those set out in the applicable rate card.

Where non-UK Subcontractors are used, the Supplier shall ensure it outlines its approach for offshore delivery in accordance with Joint Schedule 11 (Processing Data) and Call-Off Schedule 9A (Security).

KEY STAFF***Call-Off Schedule 7 (Key Supplier Staff)***

The key staff applicable for each Statement of Work shall be detailed in the relevant agreed Statement of Work.

BUSINESS CONTINUITY AND DISASTER RECOVERY***Call-Off Schedule 8 (Business Continuity and Disaster Recovery)***

The clause regarding provision of a BCDR Plan at least ninety (90) Working Days prior to the Start Date (clause 2.1) shall be amended according to the following:

Number of working days from the Call-Off Contract Start Date within which a BCDR Plan shall be delivered to the Buyer shall be as follows:	90 working days
--	-----------------

The minimum frequency of review of the BCDR Plan (and subsequent submission of the "Review Report" to the Buyer, as laid out under clause 6. (Reviewing and changing the BCDR Plan) shall be amended as follows:

The minimum frequency of review of the BCDR Plan by the Supplier shall be:	6 calendar Months
--	-------------------

RM6221 Health Order Form

Call-Off Ref: C55274 Plat - IAM Client and Credentials

BUYER'S SECURITY REQUIREMENTS***Call-Off Schedule 9A (Health Security)***

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant security requirements set out in Call-Off Schedule 9A (Health Security) and any additional security requirements as detailed below.

Schedule 9A - Annex 2: Data Security by Design	<input checked="" type="checkbox"/>
Schedule 9A - Annex 3: Supplier's systems: Security Testing, Security Monitoring and Reporting Procedures	<input checked="" type="checkbox"/>
Schedule 9A - Annex 4: Information Security Management Document Set Template	<input type="checkbox"/>
Additional Security requirements will apply to this Call-Off Contract.	<input type="checkbox"/>
Document provided in Schedule 9A - Annex 2: Data Security by Design Buyer's Security Requirements	<input checked="" type="checkbox"/>

EXIT***Call-Off Schedule 10A (Health Exit Management)***

The Supplier is required to provide a draft Exit Plan.	<input checked="" type="checkbox"/>
Within the specified months of the Start Date the Supplier shall provide the draft Exit Plan.	2

RM6221 Health Order Form

Call-Off Ref: C55274 Plat - IAM Client and Credentials

IMPLEMENTATION AND TRANSITION

The Parties agree an Implementation Plan is Required:	<input type="checkbox"/>
The Implementation Plan shall include Delay Payments:	<input type="checkbox"/>
Number of working days from the Call-Off Contract Start Date within which a further draft of the Implementation Plan shall be provided by the Supplier (unless agreed otherwise in writing by the Buyer)	7 working days

See paragraph 3.1 of Part A of Call-Off Schedule 13A (Health Implementation Plan and Testing) for further information.

Transition Period and Plan

The Parties agree a Transition Plan is Required:	<input type="checkbox"/>
The Transition Plan forms part of the overall Implementation Plan. The Parties agree the Transition Period shall be for the following period:	6 Month period

See Call-Off Schedule 13A (Health Implementation Plan and Testing) paragraph 8.2

The Parties agree that Transition Period Progress meetings are required	<input type="checkbox"/>
The frequency of the Transition Period progress meetings shall be as follows:	Monthly

SERVICE LEVELS**Call-Off Schedule 14 (Service Levels)**

The parties agree that Services Levels apply to the Deliverables:	<input type="checkbox"/>
The Service Credits apply to the Deliverables:	<input type="checkbox"/>
Critical Service Level Failure" means:	
Service Credit Cap means:	

BALANCED SCORECARD**Call-Off Schedule 15A (Health Supplier and Contract Management)**

The Parties agree that a balanced scorecard shall apply to the Call-Off Contract	<input type="checkbox"/>
The Supplier shall provide a template balanced scorecard that meets the principles outlined in Procurement Policy Note 09/16: Procurement for Growth Balanced Scorecard (as updated), this number of months from the Call-Off Contract Start Date, for the Buyers review and approval.	Months

RM6221 Health Order Form

Call-Off Ref: C55274 Plat - IAM Client and Credentials

Signatures below:

Signed by an authorised signatory for and on behalf of the Health and Social Care Information Centre (known as NHS Digital) (the '**Buyer**').

Buyer Signature

A large black rectangular box redacting the Buyer's signature.

Signed by an authorised signatory for and on behalf of (the '**Supplier**').

Supplier Signature

A large black rectangular box redacting the Supplier's signature.

RM6221 Health Order Form

Call-Off Ref: C55274 Plat - IAM Client and Credentials

Appendix 1

Each Statement of Work will have a unique SOW reference.

The naming convention for such SOWs shall be:

[Contract Ref] SOW[000] [SOW Title] (Spec) V0N_0N[F/D] ddmmmyy

[Contract Ref] SOW[000] [SOW Title] (Costs) V0N_0N[F/D] ddmmmyy

Where F is for Final and D is for Draft, e.g.

C12345 SOW001 My Statement of Work Title (Spec) V01_00F 29Sep21

1. STATEMENT OF WORK ("SOW") DETAILS

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

Date of SOW:	dd/mm/yyyy
SOW Title:	insert SOW Title
SOW Reference:	insert SOW Reference
Call-Off Contract Reference:	insert Call-Off Contract Reference
SOW Start Date:	insert SOW Start Date
SOW End Date:	insert SOW End Date
Duration of SOW:	insert Duration of SOW

2. BUYER ENDORSEMENTS

Role	Name	Dated
Business		Dd mmm yyyy
Commercial		
Finance		
Legal (if needed)		

3. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT

Framework Services	<p>[Buyer Guidance: This should state the Framework services which are specific to this Statement of Work. Only one Main Service should be selected]</p> <p>The following Framework Services are incorporated within this Statement of Work</p> <table border="1"> <thead> <tr> <th>Service Provision</th> <th>Main Service</th> <th>Others</th> </tr> </thead> <tbody> <tr> <td>DevOps Services</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Digital Definition Services</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Build and Transition Services</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>End-to-End Development Services</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Data Management (and similar) Services</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table>	Service Provision	Main Service	Others	DevOps Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Digital Definition Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Build and Transition Services	<input type="checkbox"/>	<input type="checkbox"/>	End-to-End Development Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Data Management (and similar) Services	<input type="checkbox"/>	<input type="checkbox"/>
Service Provision	Main Service	Others																	
DevOps Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>																	
Digital Definition Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>																	
Build and Transition Services	<input type="checkbox"/>	<input type="checkbox"/>																	
End-to-End Development Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>																	
Data Management (and similar) Services	<input type="checkbox"/>	<input type="checkbox"/>																	
SOW Background	<p>[Buyer Guidance: This must clearly define the context of the SOW within the context of the overall Call-Off]</p> <p>Insert reference back to the scope of the Call-Off to which this SOW relates.</p>																		
Delivery phase(s)	<p>Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live.</p>																		
Overview of Requirement	<p>Insert a text description of what is to be undertaken under cover of this SOW – provide the detail by reference to the milestones.</p>																		
Accountability Models	<p>Please tick the single Accountability Model that shall be used under this Statement of Work:</p> <table border="1"> <tr> <td>Sole Accountability</td> <td><input type="checkbox"/></td> <td>Self Directed Team</td> <td><input type="checkbox"/></td> <td>Rainbow Team</td> <td><input type="checkbox"/></td> </tr> </table>	Sole Accountability	<input type="checkbox"/>	Self Directed Team	<input type="checkbox"/>	Rainbow Team	<input type="checkbox"/>												
Sole Accountability	<input type="checkbox"/>	Self Directed Team	<input type="checkbox"/>	Rainbow Team	<input type="checkbox"/>														
Location/s	<p>The Services outlined within this SOW will be delivered to:</p> <p>Primary Location:</p> <p>If not exclusively at the Primary Location, please provide approximate split across other locations. This will be used as a basis for a blended rate:</p> <table border="1"> <thead> <tr> <th>Leeds</th> <th>London</th> <th>Home / Virtual</th> <th>Loc 1</th> <th>Loc 2</th> <th>Loc 3</th> </tr> </thead> <tbody> <tr> <td>%</td> <td>%</td> <td>%</td> <td>%</td> <td>%</td> <td>%</td> </tr> </tbody> </table> <p>[Buyer Guidance: Please provide a brief explanation of any location split e.g. the work will be based out of Leeds, on average individuals will have to spend approximately one day a week in the Leeds office, the rest of the time they can work either virtually or from their home office.]</p>	Leeds	London	Home / Virtual	Loc 1	Loc 2	Loc 3	%	%	%	%	%	%						
Leeds	London	Home / Virtual	Loc 1	Loc 2	Loc 3														
%	%	%	%	%	%														

4. HIGH LEVEL INDICATIVE HMRC IR35 DETERMINATION

No	Statement	Mark
1.	The Buyer is requesting named individuals for the role/s and/or will not accept substitutes for the key individual/s; and/or	<input type="checkbox"/>
2.	The individual/s and or role/s will not be working to pre-agreed deliverable/increment milestones/service level agreements. e.g. they will be being directed as part of an integrated Buyer or Buyer appointed team (rainbow / blended); and/or	<input type="checkbox"/>
3.	The Buyer requires flexibility to quickly redeploy the individual/s and/or role/s for purposes other than agreed outcomes as priorities change; and/or	<input type="checkbox"/>
4.	The individual/s and/or role/s is/are being paid on a pure time and materials basis and are not carrying any financial risk to rectify/complete any agreed deliverables within the pre-agreed price; and/or	<input type="checkbox"/>
5.	The individual/s and/or role/s will require to manage resources (governance, financial, systems, or people) within the Buyer's organisation or for organisations other than their own (e.g. an officer of the company); and/or	<input type="checkbox"/>
6.	Other than mandatory training, the individual/s and/or role/s will require training by the Buyer in order to enable them to carry out their role/s.	<input type="checkbox"/>

For the purposes of HMRC IR35, for the individual/s and/or role/s covered by this determination (*strike out A, B, or C as appropriate e.g. struck-out-leaving one box clear*):

A. The individual/s and/or role/s is/are deemed to be **inside the scope of HMRC IR35** based on the checked criteria identified above (inside if any have been checked). As such it is required that the individuals pay full PAYE/NI for the work undertaken and therefore must not be working for a Personal Services Company (PSC) unless via an approved umbrella organisation. The individual/s must not be a material shareholder (over 5%) within the organisation being contracted with

B. None of the above criteria have been checked and the work consists of clearly defined deliverables which must be completed within the fixed / capped time and material budget agreed for the work ahead of execution and the individual/s and/or role/s are therefore **clearly fully outside the scope of HMRC IR35**

C. None of the criteria has been checked, but there is a degree of uncertainty and therefore a full HMRC CEST determination certificate is attached for each individual.

1. The full HMRC CEST certificate states that the individual/s and/or role/s are **unambiguously outside the scope of HMRC IR35**.
2. The full HMRC CEST determination is indeterminate or inside IR35 and the individual/s and/or role/s is/are considered to be **within the scope of HMRC IR35**. Such individual/s are required to pay full PAYE/NI contributions via appropriate employment / umbrella cover. Individuals shall not have a material share holding.

5. BUYER REQUIREMENTS – SOW DELIVERABLES

[Guidance: An Increment Definition template has been provided as a means of capturing the necessary level of detail for a supplier to start work immediately for all statements of work. The template includes a means of stating acceptance criteria and for signing off delivery.

If the supplier is to be solely accountable and/or the SOW is to be priced on a Fixed Price basis, then the Increment Definition should be included for every milestone listed below.

*If the supplier is to operate under a Self-Directed Team (typically Incremental Fixed Price) model then, **prior** to the milestone being executed an Increment Definition must also be completed in to provide an audit path for IR35 purposes].*

Milestone Ref	Milestone Description	Increment Included	Due date	Key Date
MS01	Insert high description title here. For the first milestone/s complete a detailed Increment Definition for each milestone	<input checked="" type="checkbox"/>	dd/mm/yyyy	<input type="checkbox"/>
MS02	Insert high level description here, Increment Definition to be completed as appropriate	<input type="checkbox"/>	dd/mm/yyyy	<input type="checkbox"/>
	<i>Copy from above</i>			

6. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS	
Delivery Plan	Insert detail if applicable
Specific Transition and/or Implementation Plan Details	<p>[Buyer Guidance: <i>If there are specific transition and/or implementation plans which relate to this specific SOW (versu</i> <i>Transition and/or Implementation plans (related to those identified in</i> <i>Call-Off Schedule 13A (Health Implementation Plan and Testing) if</i> <i>incorporated) are detailed below:</i></p> <p>Include any SOW specific Transition and/or Implementation Plan details here</p>
Dependencies	Insert detail
Resource Plan	The resource plan is contained in the Pricing Model with the same name as this SOW with the suffix (Costs). Note that the Buyer resource profile, provided as guidance, is superseded by the Suppliers offer, once signed and accepted.
Key Sub-Contractors	<p>[Buyer Guidance: <i>The parties shall include any SOW specific key sub-contractors below]</i></p> <p>List of any Key Sub-Contractors</p>
Key Staff (Buyer)	<p>[Buyer Guidance: <i>The Buyer should include any key staff on the Buyer side below]</i></p> <p>List of named key Supplier staff and their roles</p>
Key Staff (Supplier)	<p>[Buyer Guidance: <i>A list of any key Supplier staff should be included below]</i></p> <p>List of named key Supplier staff and their roles</p>
Security Applicable to SOW	<p>[Buyer Guidance: <i>operational team to consult with Buyer Authorised Representative if security requirements require amendment for this Statement of Work]</i></p> <p>The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Call-Off Schedule 9A (Security) and as specifically amended here.</p>

6. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS							
Processing Data	<p>Unless explicitly noted below this SOW shall be covered by the arrangements contained in Health Order Form Annex 5 (Processing Personal Data).</p> <p>[Buyer Guidance: <i>If an exception then a SOW specific version of Annex 5 should be developed, endorsed via data governance and specifically agreed by the Supplier]</i></p> <table border="1"> <tr> <td>This Statement of Work requires specific Data Processing arrangements</td> <td><input type="checkbox"/></td> </tr> <tr> <td>The specific arrangements are held in the document entitled:</td> <td></td> </tr> </table>	This Statement of Work requires specific Data Processing arrangements	<input type="checkbox"/>	The specific arrangements are held in the document entitled:			
This Statement of Work requires specific Data Processing arrangements	<input type="checkbox"/>						
The specific arrangements are held in the document entitled:							
Standards Applicable to SOW	<p>[Buyer Guidance: <i>operational team to consult with Buyer Authorised Representative if there are specific Standards requirements for this Statement of Work]</i></p> <p>From the Start Date of this Statement of Work, the Supplier shall comply with the relevant (and current as of the SOW Start Date) Standards set out in Annex 3 of Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards requirements for this Statement of Work: [insert]</p>						
Statement of Work Specific Contract Management Requirements	<p>Except as specifically noted and/or supplemented below, the SOW Management Related Information contained in Annex 1 of Call-Off Schedule 15A (Health Supplier and Contract Management) shall apply.</p> <table border="1"> <tr> <td>This Statement of Work has specific SOW Management Related Information Requirements (as identified below)</td> <td><input type="checkbox"/></td> </tr> <tr> <td>1</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>	This Statement of Work has specific SOW Management Related Information Requirements (as identified below)	<input type="checkbox"/>	1			
This Statement of Work has specific SOW Management Related Information Requirements (as identified below)	<input type="checkbox"/>						
1							

8. CHARGES					
Call Off Contract Charges	The applicable charging method(s) for this SOW is (check one):				
	Capped Time and Materials	<input type="checkbox"/>	Fixed Price	<input type="checkbox"/>	Incremental Fixed Price
	<p>The estimated maximum value of this SOW (irrespective of the selected charging method) is £Insert detail.</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p>				
Financial Model	The financial model is contained in the Pricing Model extract contained in the separate document named the same as this SOW with the suffix (Costs).				
Reimbursable Expenses	Expenses are not applicable to this Call-Off. Expenses should be built into the Call-Off rates provided within Call-Off Schedule 5A – Annex 1 Call-Off Contract Prices.				

9. VARIATIONS TO TERMS	
Statement of work specific variations to Terms	<p>[Buyer Guidance: There should generally be no SOW specific variations to Terms. However, if absolutely deemed necessary such variations should be listed here. There should be absolute clarity with respect to referring to the appropriate contract document (such as the Order Form, specific Call-Off Schedule, etc) as well as specific clauses within that document.</p>

10. SIGNATURES AND APPROVALS**Agreement of this SOW**

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into **Error! Reference source not found.** of the Order Form and incorporated into the Call-Off Contract and be legally binding the Parties:

**For and on
behalf of the
Supplier**

See DocuSign compatible signature block at the end of the SOW

**For and on
behalf of the
Buyer**

See DocuSign compatible signature block at the end of the SOW

Health Order Form Annex 1 (Statement of Work (Spec))

Call-Off Ref:

Increment Definition *(Repeat as necessary)* :

References			
Contract Ref:	PSR or Contract Number	Contract Title:	PSR or Contract Title
Work Package Ref:	Field Glass Ref or SOW Ref	Role / SOW Title:	Role or SOW Title
Increment / Milestone:	Increment No	Increment / Milestone Title:	Label for Increment / Milestone
Other Refs:	e.g. EPIC number/s	Other Refs 2:	other references, e.g. Story Number/s
PSBC Ref:	PSBC if applicable	Individual / Supplier Name:	Name of Individual or Name of Supplier
Created On:	Date Created	Created By:	Name of individual who authored the Increment Definition
Version No:	Version Number	Version Comment:	Very brief explanation of version
Outcomes?	Yes or No	IR35 Reference:	Reference to IR35 Determination e.g. SOW or PSBC
Repeating?	Yes or No	Frequency:	Monthly / Quarterly / etc if an ongoing service (e.g. DevOps)

Dates, Effort and Costs (Planned and Actual)					
	Start Date	End Date (Time Related)	Total Days	Net Cost (must complete if fixed)	Fixed
Planned:	dd/mm/yy	dd/mm/yy	days	£000,000.00	<input checked="" type="checkbox"/>
Actual:	dd/mm/yy	dd/mm/yy	days	£000,000.00	

Signatures and Agreement Date			
	Name	Position	Signature
Buyer / Hiring Mgr:	Name	Position	dd/mm/yy Sign here
Supplier / Individual:	Name	Position	dd/mm/yy Sign here

Introduction / Overview
<p>[Buyer Guidance: Enter any preamble needed here]. In order for the overall Increment to be seen as an outcome based the decisions as to how to do it (what tasks are needed), the timing of the tasks (within the context of externally driven timescales), how tasks will be allocated to self directed team members (if a team) (Assignable), and how much effort will be needed must be totally down to the individual / team accountable and responsible for doing the work. This means that an increment must be sufficiently well defined (Specific) to allow the individual / team to deliver the Increment without external direction. This is not to say that an Increment should not be underpinned by a detailed estimate of the roles, effort and costs – with risk provision estimated by the individual / Supplier believed to be necessary to deliver the Increment</p>

Health Order Form Annex 1 (Statement of Work (Spec))

Call-Off Ref:

Deliverables to be completed under this Increment (Specific)				
No	Description	Target Date (if applicable)	Days / Cost Breakdown (if applicable)	Done
1.	Enter the deliverable forming part of this increment. Note that these must be outcome (the what), not task (how to) nor time (when such as month, quarter, or sprint) based. Follow the outcome based SMART model.	dd/mm/yy	days or cost	<input type="checkbox"/>
2.				<input type="checkbox"/>
3.				<input type="checkbox"/>
4.				<input type="checkbox"/>
5.				<input type="checkbox"/>
6.				<input type="checkbox"/>
7.				<input type="checkbox"/>
You have almost certainly got too many sub-tasks / deliverables or too much detail if you need more or if you need to go over more than one page!				

Acceptance Criteria and Certificate:

Acceptance Criteria or Agreed Service Levels (Measurable)			
No	Criteria	Done	References Notes
1.	Enter the acceptance criteria or KPIs (if a Service) for the Increment as a whole	<input type="checkbox"/>	Note Refs
2.		<input type="checkbox"/>	
3.		<input type="checkbox"/>	
4.		<input type="checkbox"/>	
5.		<input type="checkbox"/>	
6.		<input type="checkbox"/>	
If you have more than half-a-dozen acceptance criteria it has probably got too complicated for a single increment			

Current Status			
Status Date	Status	RAG	Comment
dd/mm/yy	Not Started	Green	Comment about the status (if useful for progress reporting)

Notes (from above)		
No	Note description	Agreed
1.	Enter any notes here, e.g. reason why not able to be done if outside the Supplier / Individuals control, or extra things done in place of something else. For an outcome based Increment, there should not be many of the latter since ongoing changes to what is delivered suggests the Increment is being directed by someone else	<input type="checkbox"/>
2.		<input type="checkbox"/>
3.		<input type="checkbox"/>
4.		<input type="checkbox"/>
5.		<input type="checkbox"/>
6.		<input type="checkbox"/>

Outstanding Actions / Tasks to be done in order for Increment to be completed					
No	Outstanding Action / Task	Target Date (if applicable)	Days / Cost Breakdown (if applicable)	Free of Charge	Done
1.	Enter what still needs to be done in order for the Increment to be signed off – if outcome based, these actions should be Free of Charge	dd/mm/yy	days or cost	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.				<input type="checkbox"/>	<input type="checkbox"/>
3.				<input type="checkbox"/>	<input type="checkbox"/>
4.				<input type="checkbox"/>	<input type="checkbox"/>
5.				<input type="checkbox"/>	<input type="checkbox"/>
6.				<input type="checkbox"/>	<input type="checkbox"/>

Framework Ref: RM6221

Project Version: 3.0

Model Version:1.0

Health Order Form Annex 1 (Statement of Work (Spec))

Call-Off Ref:

Concluding Comments if applicable

Enter any closing remarks here

DRAFT

Health Order Form Annex 1 (Statement of Work (Spec))
Call-Off Ref:

Signatures below:

Replace with DocuSign compatible signature block

DRAFT

C12345

Forecast Start Date	28 Sep 2021
Forecast End Date	28 Sep 2021

01 Aug 2021	0%	ACQ1 National	0%	ACQ2 London	60%	ACQ3 Leeds	40%	ACQ4 National Home
-------------	----	---------------	----	-------------	-----	------------	-----	--------------------

Role No	Response										
	ACQ11A DOat Role	ACQ11X Start Week No	ACQ11B Person-Days	ACP11X Offshore Loc.	ACQ11C Name of Proposed Individual	ACQ11D Day Rate (by Supplier)	ACQ11E Technology Premium (if applicable)	ACQ11F Employment Status	Premium	Gross Rate	Cost (Days * Rate)
01						£	*			£	*
02						£	*			£	*
03						£	*			£	*
04						£	*			£	*
05						£	*			£	*
06						£	*			£	*
07						£	*			£	*
08						£	*			£	*
09						£	*			£	*
10						£	*			£	*
11						£	*			£	*
12						£	*			£	*
13						£	*			£	*
14						£	*			£	*
15						£	*			£	*
16						£	*			£	*
17						£	*			£	*
18						£	*			£	*
19						£	*			£	*
20						£	*			£	*
21						£	*			£	*
22						£	*			£	*
23						£	*			£	*
24						£	*			£	*
25						£	*			£	*
26						£	*			£	*
27						£	*			£	*
28						£	*			£	*
29						£	*			£	*
30						£	*			£	*
31						£	*			£	*
32						£	*			£	*
33						£	*			£	*
34						£	*			£	*
35						£	*			£	*

C12345

Forecast Start Date	28 Sep 2021
Forecast End Date	28 Sep 2021

ACQ1 National	ACQ2 London	ACQ3 Leeds	ACQ4 National Home
0%	0%	60%	40%

Role No	ACQ11A DOat Role	ACQ11X Start Week No	ACQ118 Person-Days	ACQ11X Offshore Loc.	ACQ11C Name of Proposed Individual	ACQ11D Day Rate (by Supplier)	ACQ11E Technology Premium (if applicable)	ACQ11F Employment Status	Premium	Gross Rate	Cost (Days * Rate)
ACQ11G	The Bidder should document Outstanding Risks / Assumptions here. Only list assumptions which potentially affect the cost of the SOW										
R1											
R2											
R3											
R4											
R5											
R6											
R7											
R8											
R9											
R10											

Health Order Form Annex 3 Special Terms

Call-Off Ref: C55274 Plat - IAM Client and Credentials

Framework Schedule 6A Annex 3 Special Terms

The following special terms are applied to this call-off.

Unless explicitly listed below or as superseded by the order of precedence documented within the main body of the Order Form, terms shall be as published on the Crown Commercial Services RM6221 Digital Capability for Health web site under Documentation (the version being as listed below and in the table of schedules contained within the body of Order Form.

Clarifications to Core Terms

Other than header and footer changes, corrections to version numbers, the Core Terms held on the CCS RM6221 web site apply except as explicitly noted below

CT	RM6221 DCfH Core Terms				V3.0.9
No.	Reference	Type	Date	Description	
1	Clause 14.1 Data protection	C	28 Oct 21	<p>Clause 14.1 shall be amended from ...</p> <p>14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data).</p> <p>to ...</p> <p>14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data) and Health Order Form Annex 5 (Processing Personal Data) which enacts Annex 1 of Joint Schedule 11.</p>	
2	Clause 15 Confidentiality	A	29 Sep 21	<p>The following wording shall be inserted as a new clause 15.8 in the core terms.</p> <p>15.8 Notwithstanding Framework Clause 15, a Recipient Party may use any techniques, ideas or Know-How gained during the performance of a Call Off Contract in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.</p>	

Health Order Form Annex 3 Special Terms

Call-Off Ref: C55274 Plat - IAM Client and Credentials

Clarifications to Joint Schedules

Other than header and footer changes, corrections to version numbers and/or additional guidance (usually removed prior to issue), the Joint Schedules held on the CCS RM6221 web site shall apply except as explicitly noted below:

J01 Joint Schedule 1 (Definitions)					V3.8
No.	Reference	Type	Date	Description	
1	Definition	A	29 Sep 21	The following definition shall be added to Joint Schedule 1 (Definitions) "wilful misconduct" means a deliberate and wrongful act or omission by the Supplier or its Subcontractors or agents who intend that in so acting, or omitting to do something, to cause harm to the Buyer."	
2	Definition	A	07 Nov 21	The following definition shall be added to Joint Schedule 1 (Definitions) "Framework Terms" means the Core Terms, the Framework Schedules, the Joint Schedules and Call-Off Schedules and any annexes thereto"	

Alterations to Published Call-Off Schedules

The purpose of this part of this annex is to highlight any material differences between the Call-Off Schedules issued as part of this Order Form compared with those published on the CCS RM6221 web-site.

C05A Call-Off Schedule 5A (Health Pricing Details and Expenses Policy)					V3.0.2
No.	Reference	Type	Date	Description	
1	Annex 1 Call-Off Contract Prices	A	30 Sep 21	Example rates table included as Annex 1 has been replaced by an extract from the Pricing Model and the actual rate table now included as a standalone file. A separate stand-alone file version of Bidders rates table from the Pricing Model now forms Annex 1	
2	Annex 2 Exceptional Technology Adjustments	A	30 Sep 21	Example Exceptional Technology Adjustments table included as Annex 2 has been replaced by an extract from the Pricing Model and the actual rate table now included as a standalone file. A separate stand-alone file version of Bidders Exceptional Technology Adjustments table from the Pricing Model now forms Annex 2.	

C13A Call-Off Schedule 13A (Health Implementation Plan and Testing)					V3.2.2
No.	Reference	Type	Date	Description	
2	Annex 4 Product Backlog Item List	D	06 Oct 21	Annex 4 has been removed (as duplication for what is described in Call-Off Schedule 20 (Call-Off Specification) under Annex 4. Product Backlog Item List	

Health Order Form Annex 4 (Buyer's Mandatory Policies)

Call-Off Ref:

Health Order Form Annex 4 Buyer's Mandatory Policies

Buyer's Mandatory Policies Table:

Universal Policies (Policies that apply to all employees in all circumstances)	Contact In-scope	Contact Out of-scope	External Supplier	Temporary Staff	Work Package Outcomes	Work Package Augmentation
Ind	Ind	Ind	Org	Ind	Org	Org Mandated
Mandatory Corporate Policies						
Confidentiality	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	All staff on rate equivalent to Grade 8d or above to annually review and accept this policy	Rate equivalent to Grade 8d or above Mandated otherwise to be aware
Code of Business Conduct	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	Rate equivalent to Grade 8d or above Mandated otherwise to be aware	Rate equivalent to Grade 8d or above Mandated otherwise to be aware
The Register of Interest Policy	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	Rate equivalent to Grade 8d or above Mandated otherwise to be aware	Rate equivalent to Grade 8d or above Mandated otherwise to be aware
Acceptable Use of ICT and User Obligations	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	Rate equivalent to Grade 8d or above Mandated otherwise to be aware	Rate equivalent to Grade 8d or above Mandated otherwise to be aware
Hospitality & the Receipt of Gifts Policy	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	Rate equivalent to Grade 8d or above Mandated otherwise to be aware	Rate equivalent to Grade 8d or above Mandated otherwise to be aware

Health Order Form Annex 4 (Buyer's Mandatory Policies)

Call-Off Ref:

Universal Policies (Policies that apply to all employees in all circumstances)	Contactor In-scope	Contactor Out of-scope	External Supplier	Temporary Staff	Work Package Outcomes	Work Package Augmentation
	Ind	Ind	Org	Ind	Org	Org Mandated
NHS Digital Counter Fraud Policy	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	Rate equivalent to Grade 8d or above Mandated otherwise to be aware	Rate equivalent to Grade 8d or above Mandated otherwise to be aware
Other Policies						
Bring Your Own Device Policy	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Commercial Policy	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Equality and Diversity Policy	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Health and Safety Policy	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
IT Operations	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Modern Slavery and Human Trafficking	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
HR Organisation & Tran sformation (People and Workforce)	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Staff Vetting Procedures	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Travel and Expenses	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware

Health Order Form Annex 5 (Processing Personal Data)

Call-Off Ref:

Crown Copyright 2021

Health Order Form Annex 5 Processing Personal Data

This Annex 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 Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are:
[REDACTED]
- 1.2 The contact details of the Supplier's Data Protection Officer are:
[REDACTED]
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

The data processing arrangements below are the best guess position of both Parties at contract execution stage. As and when the relevant DPIAs are finalised, the bUyer reserves the right to review and update this Annex 1.

Health Order Form Annex 5 (Processing Personal Data)

Call-Off Ref:

Crown Copyright 2021

Details as applicable:

Description	Details
<p>Identity of Controller for each Category of Personal Data</p>	<p>NHS Digital is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with Paragraph 2 to Paragraph 15 and for the purposes of the Data Protection Legislation, NHS Digital is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>Any information accessed on NHS Digital systems as part of the Services, including:</p> <ul style="list-style-type: none"> • Patient / citizen : demographics data: NHS number, name, address, postcode, language preferences and contact information relation to subjects. • Patient / citizen: clinical data: NHS number, details of subject's health, historic information regarding subject's health. • NHS Digital staff information • Wider NHS staff information <p>Further details of the information assets hosted on the listed platforms are detailed in the NHS Digital Unified Registry. To note, NHS Digital may solely be a processor to another government controller, and in which case the Supplier shall remain NHS Digital's processor (i.e., a sub-processor).</p>
<p>The Parties are Independent Controllers of the following Personal Data</p>	<p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • business contact details of Supplier Personnel for which the Supplier is the Controller, • business contact details of any directors, officers, employees, agents, consultants and contractors of NHS Digital named in the Contract (excluding the Supplier Personnel), that are engaged in the performance of the NHS Digital duties under the Contract) for which the NHS Digital is the Controller (and their replacements).

FW Ref: RM6221

Project Version: v1.0

Model Version: v4.1

-2-

Health Order Form Annex 5 (Processing Personal Data)

Call-Off Ref:

Crown Copyright 2021

Description	Details
Duration of the Processing	<p>For the duration of the Contract only.</p> <p>Save for data specified above where the Parties are specified as 'Independent Controllers', where each Party shall retain post Contract for their own business purposes.</p>
Nature and purposes of the Processing	<p>The purpose of the Processing is:</p> <ul style="list-style-type: none"> • the delivery of all of NHS Digital platforms day-to-day operations (running the service including incident management utilising NHS Digital's Service Management toolkit); • ongoing maintenance within agreed service level agreements to maintain 24x7x365 user availability; • the development and safe delivery of transformation activity into live service from NHS Digital's prioritised backlog and from other transformation drivers. <p>The nature of the Processing may include activities such as:</p> <ul style="list-style-type: none"> • collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, • use, alignment or combination, restriction, • modification of data, <p>The following processing activities shall not occur unless specifically required in writing by NHS Digital:</p> <ul style="list-style-type: none"> • disclosure by transmission, dissemination or otherwise making available; • erasure or destruction of entire data set (whether or not by automated means) etc.

FW Ref: RM6221

Project Version: v1.0

Model Version: v4.1

-3-

Health Order Form Annex 5 (Processing Personal Data)

Call-Off Ref:

Crown Copyright 2021

Description	Details
Type of Personal Data	<p>[Buyer Guidance: Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]</p> <p>NHS Digital information assets include datasets relating to employees, NHS staff, patients and the public, including the following broad categories:</p> <ul style="list-style-type: none"> • Patient / citizen : demographics information, NHS number, name, address, postcode, date of birth, NI number, telephone number, email address, access and language preferences. • Patient / citizen: security and logon information. • Patient / citizen: clinical information, images, biometric data, clinical data (current and historic), communications. • NHS Digital staff: pay, contact details, employment information, logon and security information. • Wider NHS Staff : contact details, employment information, logon and security information, security information. • Supplier staff providing systems and services to NHS Digital and the wider NHS: business contact information, educational achievement, security information. <p>Further details of the information assets hosted on the listed platforms are detailed in the NHS Digital Unified Registry.</p>

FW Ref: RM6221

Project Version: v1.0

Model Version: v4.1

-4-

Health Order Form Annex 5 (Processing Personal Data)

Call-Off Ref:

Crown Copyright 2021

Description	Details
Categories of Data Subject	<p>[Buyer Guidance: Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular</p> <p>Dependant on the platform, categories of data subject include:</p> <ul style="list-style-type: none"> • NHS Digital staff (including volunteers, agents, and temporary workers). • Wider NHS staff (including volunteers, agents, and temporary workers). • Patients / citizens: residents of England, Wales,, Scotland and Northern Ireland. Supplier staff providing systems and services to NHS Digital and the wider NHS. <p>Manufacturing inventory and product details, including some commercially sensitive data.</p>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>The personal data will remain on NHS Digital controlled platforms and subject to NHS Digital security. No data will be removed by the Supplier from the NHS Digital controlled platforms.</p> <ul style="list-style-type: none"> • Save that the Supplier may retain the business contact details of any directors, officers, employees, agents, consultants and contractors of NHS Digital named in the Contract (excluding the Supplier Personnel), that are engaged in the performance of the NHS Digital duties under the Contract) for which the NHS Digital is the Controller (and their replacements). • Save that NHS Digital may retain the business contact details of Supplier Personnel for which the Supplier is the Controller.

FW Ref: RM6221

Project Version: v1.0

Model Version: v4.1

-5-

Call-Off Ref: C55274 IAM Client and Credentials
Health Order Form Annex 6 (Key Subcontractors)

Guidance

Number	Name (registered name if registered)	Office address (registered address if registered)	Registration number (if applicable)	DUNS number (of head office if applicable)	VAT number	SME?	Is the registr app CCS : part y cha Fra
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							

Order Form (Applicable Standards)

Call-Off Ref: C55274 Plat - IAM Client and Credentials

Crown Copyright 2018

Order Form (Applicable Standards)

Annex 3 of Framework Schedule 1 (Specification) lists the Standards which generally apply to digital work within the Health environment. However, there may be additional standards which apply specifically to the Call-Off Competition (and/or to individual Statements of Work). The following table highlights those which are specifically incorporated (over and above those listed at the framework level) as part of this contract:

Standard	Applies
COMMERCIAL STANDARDS	
BS ISO 22301 Business Continuity Accreditation certificate or Evidence of a robust Business Continuity and Disaster Recovery Plan	<input checked="" type="checkbox"/>
NHS IT Contracting Model	<input type="checkbox"/>
ISO 14001 Environmental Management	<input type="checkbox"/>
BS9997 Fire Risk Management Systems compliance	<input type="checkbox"/>
Compliance with Waste Electrical and Electronic Equipment Directive (WEEE Directive 2012/19/EU)	<input type="checkbox"/>
Compliance with Directive 2007/47/EC where a product contains phthalates, this must be indicated on the packaging of the product in line with the Directive.	<input type="checkbox"/>
Compliance with Restriction of the use of certain hazardous substances in electrical and electronic equipment directive (RoHS 2 Directive 2011/65/EU)	<input type="checkbox"/>
Compliance with the Sanctions, Embargoes and Restrictions government policy	<input type="checkbox"/>
ISO 50001 Energy Management Systems compliance or accreditation	<input type="checkbox"/>
Compliance with EU Code of Conduct	<input type="checkbox"/>
Compliance with the NHS Network QoS (Quality of Service) Policy	<input type="checkbox"/>
Supplier code of conduct	<input type="checkbox"/>
...	<input type="checkbox"/>

Order Form (Applicable Standards)

Call-Off Ref: C55274 Plat - IAM Client and Credentials

Crown Copyright 2018

Standard	Applies
INFORMATION GOVERNANCE, DATA SECURITY AND QUALITY STANDARDS	
ISO 9001:2015 Quality management systems certification or an equivalent recognised quality management system (QMS) certification	<input checked="" type="checkbox"/>
BS ISO 22301:2012 Societal security – Business Continuity management systems – Requirements	<input checked="" type="checkbox"/>
BS ISO 27001:2013 Information and Data Security	<input checked="" type="checkbox"/>
BS ISO/IEC 27002:2013 Information technology — Security techniques — Code of practice for information security controls	<input checked="" type="checkbox"/>
Cyber Essentials	<input checked="" type="checkbox"/>
Cyber Essentials Plus	<input checked="" type="checkbox"/>
National Data Guardian's Data 10 Security Standards compliance https://www.ncsc.gov.uk/guidance/10-steps-cyber-security	<input checked="" type="checkbox"/>
Demonstrate compliance with all mandatory assertions in the NHS Data Security and Protection Toolkit (DSPT) for the relevant organisation type.	<input checked="" type="checkbox"/>
BS 10008:2014 Evidential Weight and Legal Admissibility of Electronic Information (Code of Practice) - Accreditation	<input type="checkbox"/>
BS ISO 15489-1:2016 Information and Documentation Records Management compliance	<input type="checkbox"/>
BS7858:2012 Security Screening of Individuals Employed in a Security Environment (Code of Practice) compliance	<input type="checkbox"/>
BS EN 15713:2009 Secure Destruction of Confidential Material (Code of Practice) certification	<input type="checkbox"/>
Compliance / accreditation to NHS and social care data: off-shoring and the use of public cloud services guidance	<input type="checkbox"/>
...	<input type="checkbox"/>

Order Form (Applicable Standards)

Call-Off Ref: C55274 Plat - IAM Client and Credentials

Crown Copyright 2018

Standard	Applies
DEVELOPMENT AND DESIGN STANDARDS	
BS ISO/IEC 12207:2017 Systems and software engineering.	<input checked="" type="checkbox"/>
BS 8878:2010 Web accessibility. Code of Practice.	<input checked="" type="checkbox"/>
Open Standards: "Open Standards Principles 2018: For software interoperability, data and document formats in government IT specifications" (which can be found at https://www.gov.uk/government/publications/open-standards-principles) and any supplementary or replacement government guidance.	<input checked="" type="checkbox"/>
Adopted Open Standards as detailed on the Standards Hub https://www.gov.uk/government/publications/open-standards-for-government	<input checked="" type="checkbox"/>
Web Content Accessibility Guidelines (WCAG) 2.0 to level AA; or WCAG 2.1, (as updated pursuant to the Public Sector Bodies (Websites and Mobile Applications) Accessibility Regulations 2018).	<input checked="" type="checkbox"/>
Compliance with MHRA medical device standards where the Solution is considered by the supplier to be a medical device.	<input type="checkbox"/>
Compliance with BS EN 60601-1-2:2015 Medical Electrical Equipment	<input type="checkbox"/>
BS EN 80601-2-30:2010+A1:2015 Medical Electrical Equipment compliance - Product must be registered / approved with the British and Irish Hypertension Society and meet at least one of the following testing standards: • ESH International Protocol 2002 (IP1)	<input type="checkbox"/>
Safety Data Sheets (SDS) for all products that fall under REACH (Registration, Evaluation, Authorisation and restriction of Chemicals) 2007 – more specifically, a SDS must be provided if a substance or a mixture supplied is classified as hazardous under t	<input type="checkbox"/>
The International Software Testing Standard - ISO/IEC/IEEE 29119 is a guide to suppliers on what level of quality NHS Digital expects from software development testing.	<input type="checkbox"/>
Compliance with Medical Devices Directive 93/42/EEC. All products must have their CE marking evident on the product and/or packaging. Class IIa Medical Device	<input type="checkbox"/>
Compliance with Directive 2006/95/EC (as amended and replacing Directive 73/23/EEC) for electrical equipment designed for use within certain voltage limits.	<input type="checkbox"/>
Compliance with Electromagnetic Compatibility Directive 2004/108/EC	<input type="checkbox"/>
BS EN 50600 series; - Building construction - Power Distribution accreditation - Environmental Control - Telecommunications cabling infrastructure - Security Systems - Management and operational information - Overview of and general requirements for key	<input type="checkbox"/>
BS EN 50131-1:2006 intrusion and hold-up alarm systems (I&HAS) compliance	<input type="checkbox"/>
Encryption Accredited to FIPS 140-2 and have received Augmented Grade Commercial Product Assurance (CPA) accreditation.	<input type="checkbox"/>
...	<input type="checkbox"/>

Order Form (Applicable Standards)

Call-Off Ref: C55274 Plat - IAM Client and Credentials

Crown Copyright 2018

Standard	Applies
HEALTH RELATED INFRASTRUCTURE AND SERVICE STANDARDS	
NHS Service Standards (and references therein): http://service-manual.nhs.uk/service-standard	<input checked="" type="checkbox"/>
The NHS digital, data and technology standards and clinical information standards as set out in this link and associated pages (as updated from time to time): http://digital.nhs.uk/about-nhs-digital/our-work/nhs-digital-data-and-technology-standards	<input checked="" type="checkbox"/>
The Health and Social Care Network (HSCN)	<input type="checkbox"/>
SPINE	<input type="checkbox"/>
Care Identity Service	<input type="checkbox"/>
NHS Identity OpenID Connect:	<input type="checkbox"/>
NHS Identity OAUTH2:	<input type="checkbox"/>
NHS Identity FIDO2:	<input type="checkbox"/>
The e-RS (e-Referral Service)	<input type="checkbox"/>
...	<input type="checkbox"/>
INFRASTRUCTURE STANDARDS	
DCB0129 compliance - Clinical Safety Risk assessment	<input type="checkbox"/>
DCB01260 compliance - Clinical Safety Case	<input type="checkbox"/>
Health and Social Care email services must be designed in accordance with the principles of DCB 1596 secure email standard.	<input type="checkbox"/>
...	<input type="checkbox"/>
INTEROPERABILITY STANDARDS	
Use the SNOMED CT Standard as defined by SNOMED International, SNOMED CT (SCCI 0034) and the NHS Digital Terminology Service.	<input type="checkbox"/>
Registration and accreditation with NHSx Digital Technology Assessment Criteria (DTAC) or evidence registration has commenced with an aim to obtain accreditation by 31st December 2021 or by the latest 31st March 2022	<input type="checkbox"/>
Interoperability must comply with relevant NHS Digital Interoperability Standards	<input type="checkbox"/>
Fast Healthcare Interoperability Resources (FHIR) standards developed by HL7.	<input type="checkbox"/>
...	<input type="checkbox"/>

Order Form (Applicable Standards)

Call-Off Ref: C55274 Plat - IAM Client and Credentials

Crown Copyright 2018

Standard	Applies
CLINICAL INFORMATION STANDARDS	
Compliance with ICD-10 (International Statistical Classification of Diseases and Related Health Problems) where ICD encoding is required	<input type="checkbox"/>
Compliance with OPCS-4 standard where OPCS encoding is required (the statistical classification for clinical coding of hospital interventions and procedures undertaken by the NHS).	<input type="checkbox"/>
Compliance with Access to Health Records Act (1990) in respect of Information Governance.	<input type="checkbox"/>
Compliance with NHS Act 2006 (Section 251) (previously Section 60 of the Health and Social Care Act 2001) in respect of Information Governance.	<input type="checkbox"/>
Compliance with NHS (Venereal Diseases) Regulations (1974) in respect of Information Governance.	<input type="checkbox"/>
Compliance with NHS Data Dictionary and Manual in respect of Information Governance.	<input type="checkbox"/>
Compliance with Records Management - NHS Code of Practice (DHSC) in respect of Information Governance.	<input type="checkbox"/>
Compliance with NIST Cryptography Standards in respect of Information Governance.	<input type="checkbox"/>
Compliance with ISB 0149 NHS Number Standard	<input type="checkbox"/>
Compliance with ISB 1077 - AIDC for Patient Identification where Automatic identification and data capture (AIDC) is used	<input type="checkbox"/>
Compliance with ISB 0108 - AIDC Automatic Identification and Data Capture where Automatic identification and data capture (AIDC) is used	<input type="checkbox"/>
...	<input type="checkbox"/>

1. STATEMENT OF WORK ("SOW") DETAILS

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

Date of SOW:	12 February 2021
SOW Title:	Identity and Access Management Client and Credentials - DevOps
SOW Reference:	SOW001
Call-Off Contract Reference:	C55274 IAM Client and Credentials
Buyer Portfolio Number:	
Supplier:	Aire Logic Limited
SOW Start Date:	13th December 2021
SOW End Date:	12th December 2022
Duration of SOW:	12 months

2. BUYER ENDORSEMENTS

Role	Name	Dated
Business		Dd mmm yyyy
Commercial		
Finance		
Legal (if needed)		

3. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT

Framework Services	<p>[Buyer Guidance: This should state the Framework services which are specific to this Statement of Work. Only one Main Service should be selected]</p> <p>The following Framework Services are incorporated within this Statement of Work</p> <table border="1"> <thead> <tr> <th>Service Provision</th> <th>Main Service</th> <th>Others</th> </tr> </thead> <tbody> <tr> <td>DevOps Services</td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Digital Definition Services</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Build and Transition Services</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>End-to-End Development Services</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Data Management (and similar) Services</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </tbody> </table>	Service Provision	Main Service	Others	DevOps Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Digital Definition Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Build and Transition Services	<input type="checkbox"/>	<input type="checkbox"/>	End-to-End Development Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Data Management (and similar) Services	<input type="checkbox"/>	<input type="checkbox"/>
Service Provision	Main Service	Others																	
DevOps Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>																	
Digital Definition Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>																	
Build and Transition Services	<input type="checkbox"/>	<input type="checkbox"/>																	
End-to-End Development Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>																	
Data Management (and similar) Services	<input type="checkbox"/>	<input type="checkbox"/>																	
SOW Background	<p>[Buyer Guidance: This must clearly define the context of the SOW within the context of the overall Call-Off]</p> <p>This Statement of Work is to support the Buyer in the delivery of the Buyer's outcomes related to the effective and efficient operation of its Identity and Access Management (IAM) Clients and Credentials DevOps team. This includes both its day-to-day operations, incident management in line with the Buyer's processes and procedures, and ongoing maintenance to ensure that the Buyer's IAM Platform operates within agreed service level agreements e.g. 24x7x365 user availability. In addition the Buyer's IAM Client and Credential DevOps team are also responsible for the development and safe delivery of appropriate work items from the Buyer's prioritised backlog.</p> <p>Under this Statement of Work the Buyer also requires the Supplier to submit for its agreement a transition and implementation plan to demonstrate how it will assume responsibility for the deliverables and objectives outlined in this Statement of work and call-off contract. This will include the Supplier plans to onboard all required resources are where applicable replacements for those already in place under current commercial arrangements.</p>																		

3. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT

Delivery phase(s)

The Buyer's IAM Platform is a live service which is used across the NHS and Social Care settings to ensure that only authorised individuals (using a Role Based Access Control model) can access patient related and other services.

The Buyer currently delivers its IAM Platform solution via Care Identity Service (CIS) and NHS Identity, both of which are used for clinical users and systems wishing to connect to national NHS Digital services, such as Spine Core.

CIS and NHS Identity are currently operated as discrete services with data synchronisation between them and are managed and supported by separate DevOps teams operating within a single management structure.

In addition to the central services offered by CIS and NHS Identity, there are also user-facing 'clients and credentials' services using client-side technologies such as smartcards, secure cross-platform USB authenticators keys and client-side services such as Windows Hello for Business. These are currently run across IAM teams and the Buyer's intent is to combine them into a single DevOps team with responsibility for the development and operation of all client-side technology, distinct from the core 'back-end' IAM Platform.

As a live service it is the Buyer's DevOps team role and responsibility to ensure that the IAM Platform (CIS and NHS Identity) is available for user identity registration, authentication, and authorisation to deliver user and business objectives within agreed Service Management levels e.g. where appropriate ensuring a 24x7x365 service delivery capability.

Overview of Requirement	<p>The Buyer's IAM Platform 'clients and credentials' are typically used remotely, by the user or on the client device, and directly support the user in authenticating. Examples include the client software (Identity Agent and Credential Management) and credentials or tokens such as smartcards, secure cross-platform USB authenticators keys and client-side services such as Windows Hello for Business.</p> <p>This Statement of Work is specifically to support the Buyer in the effective and efficient live service operation of the client and credentials elements of its IAM Platform. This will entail working with the Buyers own resources in a blended DevOps team responsible for both development and operational work.</p> <p>Whilst managed (and contracted) as a separate team the Buyer's IAM Clients and Credentials DevOps team with responsibility for 'front end' client facing services must also work closely with its IAM Platform (back end) DevOps team. This is key and critical to enable the Buyer to provide a holistic and comprehensive IAM Platform DevOps function which minimises hand offs and process inefficiencies, maximises user and cost value, and supports the operation of its IAM Platform within agreed Service Level Agreements including the requirement for 24x7x365 availability. An efficient and effective IAM Client and Credentials DevOps service is also an important enabler to support the Buyer's strategic goal of IAM Platform solution integration.</p> <p>The Supplier will therefore support the Buyer in the following activities which are the responsibility of its IAM Clients and Credentials DevOps team – involving both development work and live service operation:</p> <p>Run – ensuring that the IAM Platform is meeting (as a minimum) its Service Level Agreement targets;</p> <p>Maintain – ensuring that the IAM Platform is operating as effectively and efficiently as possible e.g. undertaking preventative and proactive maintenance activities are undertaken so that the IAM Platform components are kept abreast of the ever-changing operational needs of users, service management, security etc, as well as identifying/realising</p>
--------------------------------	---

	<p>opportunities to increase operational efficiency including reducing overheads;</p> <p>Manage incidents – using the Buyer's processes;</p> <p>Transform – to enhance existing or develop new functionality/ service provision as directed by the Buyer and deliverable within existing resources.</p> <p>In order to provide the support and operational delivery capability expected by the Buyer the Supplier must fully satisfy the following requirements:</p> <p>provide and resource required personal hardware and software (for example DevOps-class laptop) to support the delivery of the Buyer's outcomes;</p> <p>be available for out of hours and on-call working to support the delivery of a 24x7x365 services (as required);</p> <p>work effectively from locations other than Buyer's accommodation;</p> <p>be available (if required) to visit/work from Buyer's selected accommodation/location including data centres and customer sites;</p> <p>fully enable and support compliance with Buyer's Service Level Agreements;</p> <p>demonstrate required operational delivery competency in the technologies and software, etc. as used by the Buyer;</p> <p>demonstrate full compliance with Buyer's security requirements;</p> <p>work effectively within, and support the development of, the Buyer's delivery approach, culture, and ways of working;</p> <p>demonstrate experience and competence in the delivery of a dynamic development and operational (DevOps) capability supporting high-volume, high availability, critical national infrastructure services as required by the Buyer;</p> <p>support – as a fully invested delivery partner – the delivery of the Buyer's outcomes;</p>
--	---

3. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT

work effectively within, and maximise the value of the Buyer's agile delivery approach;

ensure that incidents, problems, and defects are detected, managed, and resolved in accordance with the Buyer's operating processes including use of its Service Management Toolkit;

support the Buyer's commitment to continual improvement, maximising delivery efficiency, technology utilisation and innovation;

work collaboratively with all involved/interested parties (including Buyer's staff and the wider user estate) to deliver agreed outcomes including effectively and efficiently transitioning work into (including from other suppliers) and out of (including to other suppliers) the Buyer's IAM Platform Client and Credentials DevOps team;

provide suitability skilled and experienced resources with the required aptitude and approach to deliver the Buyer's outcomes;

be flexible in its approach to the delivery of the Buyer's outcomes including via its resource management e.g. efficiently removing/replacing resources when required and ensure appropriate succession planning;

compliance with the Buyer's code development and deployment approaches, including use of peer reviews, test-driven development, test automation and code promotion using a Path-to-Live approach;

provide and proactively manage an onboarding and delivery transition and implementation plan to ensure they can fully support the Buyer in the effective operation of the client and credential elements of its IAM Platform solution;

bring value add to the delivery of the Buyer's outcomes.

It is also a condition of this Statement of Work that, as agreed with the Buyer, the Supplier will support its Interoperability requirements as contained in Framework Schedule 1 (Specification) para 13.2.

3. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT

Accountability Models

Please tick the single Accountability Model that shall be used under this Statement of Work:

Sole Accountability	<input type="checkbox"/>	Self Directed Team	<input type="checkbox"/>	Rainbow Team	<input checked="" type="checkbox"/>
---------------------	--------------------------	--------------------	--------------------------	--------------	-------------------------------------

Location/s

The Services outlined within this SOW will be delivered to:
Primary Location:

If not exclusively at the Primary Location, please provide approximate split across other locations. This will be used as a basis for a blended rate:

Leeds	London	Home / Virtual	Loc 1	Loc 2	Loc 3
60 %	%	40 %	%	%	%

[Buyer Guidance: Please provide a brief explanation of any location split e.g. the work will be based out of Leeds, on average individuals will have to spend approximately one day a week in the Leeds office, the rest of the time they can work either virtually or from their home office.]

4. HIGH LEVEL INDICATIVE HMRC IR35 DETERMINATION

No	Statement	Mark
1.	The Buyer is requesting named individuals for the role/s and/or will not accept substitutes for the key individual/s; and/or	<input type="checkbox"/>
2.	The individual/s and or role/s will not be working to pre-agreed deliverable/increment milestones/service level agreements. e.g. they will be being directed as part of an integrated Buyer or Buyer appointed team (rainbow / blended); and/or	<input checked="" type="checkbox"/>
3.	The Buyer requires flexibility to quickly redeploy the individual/s and/or role/s for purposes other than agreed outcomes as priorities change; and/or	<input checked="" type="checkbox"/>
4.	The individual/s and/or role/s is/are being paid on a pure time and materials basis and are not carrying any financial risk to rectify/complete any agreed deliverables within the pre-agreed price; and/or	<input checked="" type="checkbox"/>
5.	The individual/s and/or role/s will require to manage resources (governance, financial, systems, or people) within the Buyer's organisation or for organisations other than their own (e.g. an officer of the company); and/or	<input type="checkbox"/>
6.	Other than mandatory training, the individual/s and/or role/s will require training by the Buyer in order to enable them to carry out their role/s.	<input type="checkbox"/>

For the purposes of HMRC IR35, for the individual/s and/or role/s covered by this determination (*strike out A, B, or C as appropriate e.g. struck-out-leaving one box clear*):

A. The individual/s and/or role/s is/are deemed to be **inside the scope of HMRC IR35** based on the checked criteria identified above (inside if any have been checked). As such it is required that the individuals pay full PAYE/NI for the work undertaken and therefore must not be working for a Personal Services Company (PSC) unless via an approved umbrella organisation. The individual/s must not be a material shareholder (over 5%) within the organisation being contracted with

B. ~~None of the above criteria have been checked and the work consists of clearly defined deliverables which must be completed within the fixed / capped time and material budget agreed for the work ahead of execution and the individual/s and/or role/s are therefore~~
clearly fully outside the scope of HMRC IR35

C. ~~None of the criteria has been checked, but there is a degree of uncertainty and therefore a full HMRC CEST determination certificate is attached for each individual.~~

- ~~The full HMRC CEST certificate states that the individual/s and/or role/s are~~
unambiguously outside the scope of HMRC IR35.
- ~~The full HMRC CEST determination is indeterminate or inside IR35 and the individual/s and/or role/s is/are considered to be~~
within the scope of HMRC IR35. Such individual/s are required to pay full PAYE/NI contributions via appropriate employment / umbrella cover. Individuals shall not have a material share holding.

Health Order Form Annex 1 (Statement of Work (Spec))
Call-Off Ref:

5. BUYER REQUIREMENTS – SOW DELIVERABLES

DRAFT

[Guidance: An Increment Definition template has been provided as a means of capturing the necessary level of detail for a supplier to start work immediately for all statements of work. The template includes a means of stating acceptance criteria and for signing off delivery.

If the supplier is to be solely accountable and/or the SOW is to be priced on a Fixed Price basis, then the Increment Definition should be included for every milestone listed below.

*If the supplier is to operate under a Self-Directed Team (typically Incremental Fixed Price) model then, **prior** to the milestone being executed an Increment Definition must also be completed in to provide an audit path for IR35 purposes].*

To support the effective and efficient delivery (run and maintenance) of the Buyers IAM Platform live service (with specific focus on 'clients and credentials') ensuring that is continues to operate as a minimum within agreed Service Level Agreements (including maintaining agreed 24x7x365 usability where appropriate) to deliver the Buyers strategic, financial, and operational objectives.

Silver Service Levels (primary SLA for 'Clients and Credentials')

Operational hours (Service Hours) = 24x7x365

Business Support Hours (Service Support Hours) = 8-6 (Mon-Fri exc BH)

Availability (in business support hours) = 99.50%

Allowable Unplanned Downtime (mins per month) = 58

Incident Resolution Times (in business support hours)

Severity 1 = 4hrs (24x7x365)

Severity 2 = 8hrs (24x7x365)

Severity 3 = 20hrs (Mon-Fri 8-6 exc BH)

Severity 4 = 80hrs (Mon-Fri 8-6 exc BH)

Severity 5 = 200hrs (Mon-Fri 8-6 exc BH)

Problem Fix Times

Severity 1 = 30 Working days or an agreed release

Severity 2 = 60 Working days or an agreed release

Severity 3 = 120 Working days or an agreed release

Severity 4 = 240 Working days or an agreed release

Severity 5 = 360 Working days or an agreed release

Service Reporting = Monthly

Service Request (Max time listed) = Max 3 months

Disaster Recovery = Optional Bolt-on

Recovery Point Objective (RPO) = 24 hrs

Health Order Form Annex 1 (Statement of Work (Spec))

Call-Off Ref:

Milestone Ref	Milestone Description	Acceptance Criteria	Due date
MS01	Transition and implementation plan presented for Buyer review	The Supplier will present its transition and implementation plan demonstrating how it will safely and successfully assume the responsibilities outlined in this call-off contract including the onboarding of resources	10 working days from award of the Call-Off contract
MS02	Transition Plan and Implementation Plan agreed	Buyers acceptance of the Supplier's Transition and Implementation Plan	20 working days from the award of the Call-Off.
MS03	Maintaining service availability	Live service availability, proactive maintenance activity and reactive issue management is as stipulated by the Buyer (and set out in agreed Service Management Service Level Agreements) to support user experience, expectations, and delivery outcomes	As required
MS04	Change release	Supporting the release of service changes in compliance with the Buyers change management approach including scheduled and ad hoc deployments	As required
MS05	Deployment of service enhancements	Successful implementation, following completion of all development, assurance, and service acceptance work, of service enhancements as commissioned via the New Work Requests process and recorded and tracked in Jira and Confluence	As required

6. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS	
Delivery Plan	<p>The delivery plan relevant to this Statement of Work is based on the assessment, development and implementation of service changes required for the efficient and effective operation of the Buyer's IAM Platform (Clients and Credentials) using both a regular/scheduled and ad hoc release management approach to ensure that the service is operating within its service level agreements and supporting the most appropriate and cost-effective user experience.</p> <p>The Supplier will also be expected to submit a transition and implementation plan showing how it will assume responsibility for the outcomes and deliverables outlined in this Statement of Work and overarching call-off contract.</p>
Specific Transition and/or Implementation Plan Details	<p>[Buyer Guidance: <i>If there are specific transition and/or implementation plans which relate to this specific SOW (versu</i></p> <p>Transition and/or Implementation plans (related to those identified in Call-Off Schedule 13A (Health Implementation Plan and Testing) if incorporated) are detailed below:</p>

6. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS	
Dependencies	<p>The effective and efficient delivery of the outcomes appropriate to this Statement of Work will require the Buyer and Supplier to work together proactively and in partnership. In doing so the Supplier will be dependent on the Buyer to identify/prioritise the items which will form the basis of the service maintenance activities to be undertaken under this Statement of Work. In addition, the Buyer will be responsible for providing the Supplier with access to its systems, Subject Matter Experts, and relevant documentation/business intelligence. The Supplier is also reliant on (but is expected to be able to manage) the Buyers approvals processes.</p> <p>The Buyer is dependent on the Supplier providing suitably skilled and experienced resources to support the delivery of the outcomes and objectives outlined in this Statement of Work both as part of the Suppliers transition and implementation plan but also during its duration. As effective incident management is a key responsibility of the Buyer's IAM Platform DevOps teams ('front' and 'back end') the Supplier will be required to support both out of hours and on-call provision.</p> <p>The Buyer is also responsible for ensuring that all resources and interested parties involved in the delivery of its IAM Platform and associated work programme work together effectively and efficiently. This is particularly important from the perspective of its two DevOps team who whilst having individual responsibilities and work programmes must where appropriate work together as an 'integrated' unit. However in order to achieve this objective the Buyer is dependent on the Supplier working collaboratively with other interested parties and understanding its role (directly and indirectly) in the 'end to end' IAM Platform live service.</p>
Resource Plan	<p>The resource plan is contained in the Pricing Model with the same name as this SOW with the suffix (Costs). Note that the Buyer resource profile, provided as guidance, is superseded by the Suppliers offer, once signed and accepted.</p>
Key Sub-Contractors	<p>[Buyer Guidance: <i>The parties shall include any SOW specific key sub-contractors below</i>]</p>

6. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS	
Key Staff (Buyer)	[Buyer Guidance: The Buyer should include any key staff on the Buyer side below]
Key Staff (Supplier)	[Buyer Guidance: A list of any key Supplier staff should be included below]

6. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS					
Security Applicable to SOW	<p>[Buyer Guidance: operational team to consult with Buyer Authorised Representative if security requirements require amendment for this Statement of Work]</p> <p>The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Call-Off Schedule 9A (Security) and as specifically amended here.</p>				
Processing Data	<p>Unless explicitly noted below this SOW shall be covered by the arrangements contained in Health Order Form Annex 5 (Processing Personal Data).</p> <p>[Buyer Guidance: If an exception then a SOW specific version of Annex 5 should be developed, endorsed via data governance and specifically agreed by the Supplier]</p> <table border="1"> <tr> <td> This Statement of Work requires specific Data Processing arrangements </td> <td> <input type="checkbox"/> </td> </tr> <tr> <td> The specific arrangements are held in the document entitled: </td> <td> </td> </tr> </table>	This Statement of Work requires specific Data Processing arrangements	<input type="checkbox"/>	The specific arrangements are held in the document entitled:	
This Statement of Work requires specific Data Processing arrangements	<input type="checkbox"/>				
The specific arrangements are held in the document entitled:					
Standards Applicable to SOW	<p>[Buyer Guidance: operational team to consult with Buyer Authorised Representative if there are specific Standards requirements for this Statement of Work]</p> <p>From the Start Date of this Statement of Work, the Supplier shall comply with the relevant (and current as of the SOW Start Date) Standards set out in Annex 3 of Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards requirements for this Statement of Work:</p> <p>□</p>				

6. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS

Statement of Work Specific Contract Management Requirements	Except as specifically noted and/or supplemented below, the SOW Management Related Information contained in Annex 1 of Call-Off Schedule 15A (Health Supplier and Contract Management) shall apply.		
	This Statement of Work has specific SOW Management Related Information Requirements (as identified below)	<input type="checkbox"/>	
	<table border="1"> <tr> <td data-bbox="438 593 534 1041">1</td> <td data-bbox="534 593 1476 1041"> It is not envisaged at any additional reporting requirements outside those agreed at the call-off contract level will be required to support the effective and efficient delivery of the outcomes relevant to this Statement of Work. However if this is the case the Buyer will discuss and agree it with the Supplier. The Buyer will continue to use JIRA as its primary source of delivery information and as its main work management tool. The Supplier is expected to fully comply with and support the Buyer's use of JIRA and any other collaboration tools such as Confluence and Slack it uses </td> </tr> </table>		1
1	It is not envisaged at any additional reporting requirements outside those agreed at the call-off contract level will be required to support the effective and efficient delivery of the outcomes relevant to this Statement of Work. However if this is the case the Buyer will discuss and agree it with the Supplier. The Buyer will continue to use JIRA as its primary source of delivery information and as its main work management tool. The Supplier is expected to fully comply with and support the Buyer's use of JIRA and any other collaboration tools such as Confluence and Slack it uses		

8. CHARGES					
Call Off Contract Charges	The applicable charging method(s) for this SOW is (check one):				
	Capped Time and Materials	<input checked="" type="checkbox"/>	Fixed Price	<input type="checkbox"/>	Incremental Fixed Price
	<p>The estimated maximum value of this SOW (irrespective of the selected charging method) is (refer to the associated cost model)</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p>				
Financial Model	The financial model is contained in the Pricing Model extract contained in the separate document named the same as this SOW with the suffix (Costs).				
Reimbursable Expenses	Expenses are not applicable to this Call-Off. Expenses should be built into the Call-Off rates provided within Call-Off Schedule 5A – Annex 1 Call-Off Contract Prices.				

9. VARIATIONS TO TERMS	
Statement of work specific variations to Terms	<p>[Buyer Guidance: There should generally be no SOW specific variations to Terms. However, if absolutely deemed necessary such variations should be listed here. There should be absolute clarity with respect to referring to the appropriate contract document (such as the Order Form, specific Call-Off Schedule, etc) as well as specific clauses within that document.</p>

10. SIGNATURES AND APPROVALS

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into the into the Call-Off Contract referenced at the beginning of this Statement of Work and be legally binding the Parties:

Signed by an authorised signatory for and on behalf of the Health and Social Care Information Centre (known as NHS Digital) (the '**Buyer**').

Buyer Signature

Signed by an authorised signatory for and on behalf of (the '**Supplier**').

Supplier Signature

Health Order Form Annex 1 (Statement of Work (Spec))

Call-Off Ref:

Increment Definition *(Repeat as necessary)* :

References			
Contract Ref:	PSR or Contract Number	Contract Title:	PSR or Contract Title
Work Package Ref:	Field Glass Ref or SOW Ref	Role / SOW Title:	Role or SOW Title
Increment / Milestone:	Increment No	Increment / Milestone Title:	Label for Increment / Milestone
Other Refs:	e.g. EPIC number/s	Other Refs 2:	other references, e.g. Story Number/s
PSBC Ref:	PSBC if applicable	Individual / Supplier Name:	Name of Individual or Name of Supplier
Created On:	Date Created	Created By:	Name of individual who authored the Increment Definition
Version No:	Version Number	Version Comment:	Very brief explanation of version
Outcomes?	Yes or No	IR35 Reference:	Reference to IR35 Determination e.g. SOW or PSBC
Repeating?	Yes or No	Frequency:	Monthly / Quarterly / etc if an ongoing service (e.g. DevOps)

Dates, Effort and Costs (Planned and Actual)					
	Start Date	End Date (Time Related)	Total Days	Net Cost (must complete if fixed)	Fixed
Planned:	dd/mm/yy	dd/mm/yy	days	£000,000.00	<input checked="" type="checkbox"/>
Actual:	dd/mm/yy	dd/mm/yy	days	£000,000.00	

Signatures and Agreement Date			
	Name	Position	Signature
Buyer / Hiring Mgr:	Name	Position	dd/mm/yy Sign here
Supplier / Individual:	Name	Position	dd/mm/yy Sign here

Introduction / Overview
<p>[Buyer Guidance: Enter any preamble needed here]. In order for the overall Increment to be seen as an outcome based the decisions as to how to do it (what tasks are needed), the timing of the tasks (within the context of externally driven timescales), how tasks will be allocated to self directed team members (if a team) (Assignable), and how much effort will be needed must be totally down to the individual / team accountable and responsible for doing the work. This means that an increment must be sufficiently well defined (Specific) to allow the individual / team to deliver the Increment without external direction. This is not to say that an Increment should not be underpinned by a detailed estimate of the roles, effort and costs – with risk provision estimated by the individual / Supplier believed to be necessary to deliver the Increment</p>

Health Order Form Annex 1 (Statement of Work (Spec))

Call-Off Ref:

Deliverables to be completed under this Increment (Specific)				
No	Description	Target Date (if applicable)	Days / Cost Breakdown (if applicable)	Done
1.	Enter the deliverable forming part of this increment. Note that these must be outcome (the what), not task (how to) nor time (when such as month, quarter, or sprint) based. Follow the outcome based SMART model.	dd/mm/yy	days or cost	<input type="checkbox"/>
2.				<input type="checkbox"/>
3.				<input type="checkbox"/>
4.				<input type="checkbox"/>
5.				<input type="checkbox"/>
6.				<input type="checkbox"/>
7.				<input type="checkbox"/>
You have almost certainly got too many sub-tasks / deliverables or too much detail if you need more or if you need to go over more than one page!				

Acceptance Criteria and Certificate:

Acceptance Criteria or Agreed Service Levels (Measurable)			
No	Criteria	Done	References Notes
1.	Enter the acceptance criteria or KPIs (if a Service) for the Increment as a whole	<input type="checkbox"/>	Note Refs
2.		<input type="checkbox"/>	
3.		<input type="checkbox"/>	
4.		<input type="checkbox"/>	
5.		<input type="checkbox"/>	
6.		<input type="checkbox"/>	
If you have more than half-a-dozen acceptance criteria it has probably got too complicated for a single increment			

Current Status			
Status Date	Status	RAG	Comment
dd/mm/yy	Not Started	Green	Comment about the status (if useful for progress reporting)

Notes (from above)		
No	Note description	Agreed
1.	Enter any notes here, e.g. reason why not able to be done if outside the Supplier / Individuals control, or extra things done in place of something else. For an outcome based Increment, there should not be many of the latter since ongoing changes to what is delivered suggests the Increment is being directed by someone else	<input type="checkbox"/>
2.		<input type="checkbox"/>
3.		<input type="checkbox"/>
4.		<input type="checkbox"/>
5.		<input type="checkbox"/>
6.		<input type="checkbox"/>

Outstanding Actions / Tasks to be done in order for Increment to be completed					
No	Outstanding Action / Task	Target Date (if applicable)	Days / Cost Breakdown (if applicable)	Free of Charge	Done
1.	Enter what still needs to be done in order for the Increment to be signed off – if outcome based, these actions should be Free of Charge	dd/mm/yy	days or cost	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2.				<input type="checkbox"/>	<input type="checkbox"/>
3.				<input type="checkbox"/>	<input type="checkbox"/>
4.				<input type="checkbox"/>	<input type="checkbox"/>
5.				<input type="checkbox"/>	<input type="checkbox"/>
6.				<input type="checkbox"/>	<input type="checkbox"/>

Framework Ref: RM6221

Project Version: 3.0

Model Version:1.0

Health Order Form Annex 1 (Statement of Work (Spec))

Call-Off Ref:

Concluding Comments if applicable

Enter any closing remarks here

DRAFT

NHS004.001

Table of Contents

1 [NHS004.001](#)

Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref: C55274 Plat - IAM Client and Credentials

Crown Copyright 2018

Call-Off Schedule 1 (Transparency Reports)

- 1.1 The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref: C55274 Plat - IAM Client and Credentials

Crown Copyright 2018

Annex A: List of Transparency Reports**Annex A: List of Transparency Reports**

Title	Content	Format	Frequency
[Performance metrics]	[]	[]	[]
[Call-Off Contract Charges]	[]	[]	[]
[Key Subcontractors and supply chain governance]	[]	[]	[]
[Technical]	[]	[]	[]
[Performance and underperformance management]	[]	[]	[]
Resource plans			

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref: C55274 Plat - IAM Client and Credentials
Crown Copyright 2018

Call-Off Schedule 2 (Staff Transfer)

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref: C55274 Plat - IAM Client and Credentials

Crown Copyright 2018

1. Definitions

- 1.1 In this Schedule, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Employee Liability"

all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:

- a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- b) unfair, wrongful or constructive dismissal compensation;
- c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- d) compensation for less favourable treatment of part-time workers or fixed term employees;
- e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions;
- f) claims whether in tort, contract or statute or otherwise;

any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref: C55274 Plat - IAM Client and Credentials

Crown Copyright 2018

"Former Supplier"	a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Subcontractor of such supplier (or any Subcontractor of any such Subcontractor);
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract);
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place, and for the purposes of Part D: Pensions, shall include the Commencement Date, where appropriate;
"Supplier's Final Supplier Personnel List"	a list provided by the Supplier of all Supplier Personnel whose will transfer under the Employment Regulations on the Service Transfer Date;
"Supplier's Provisional Supplier Personnel List"	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref: C55274 Plat - IAM Client and Credentials

Crown Copyright 2018

"Staffing Information"

in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:

- (a) their ages, dates of commencement of employment or engagement, gender and place of work;
- (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;
- (c) the identity of the employer or relevant contracting Party;
- (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;
- (e) their wages, salaries, bonuses and profit sharing arrangements as applicable;
- (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;
- (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and
- (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Term"

the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref: C55274 Plat - IAM Client and Credentials
 Crown Copyright 2018

	Period or on earlier termination of the relevant Contract;
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date.

2. INTERPRETATION

Where a provision in this Schedule imposes any obligation on the Supplier including (without limit) to comply with a requirement or provide an indemnity, undertaking or warranty, the Supplier shall procure that each of its Subcontractors shall comply with such obligation and provide such indemnity, undertaking or warranty to CCS, the Buyer, Former Supplier, Replacement Supplier or Replacement Subcontractor, as the case may be and where the Subcontractor fails to satisfy any claims under such indemnities the Supplier will be liable for satisfying any such claim as if it had provided the indemnity itself.

3. Which parts of this Schedule apply

Only the:

3.1 parts of this Schedule identified in the Order Form shall apply to this Call-Off Contract; or

3.2 following parts of this Schedule shall apply to this Call-Off Contract:

- [Part A (Staff Transfer At Start Date – Outsourcing From the Buyer)]
- [Part B (Staff Transfer At Start Date – Transfer From Former Supplier)]
- [Part C (No Staff Transfer On Start Date)]
- [Part D (Pensions)]
 - [- Annex D1 (CSPS)]
 - [- Annex D2 (NHSPS)]
 - [- Annex D3 (LGPS)]
 - [- Annex D4 (Other Schemes)]
- [Part E (Staff Transfer on Exit)]

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref: C55274 Plat - IAM Client and Credentials
 Crown Copyright 2018

Part A: Staff Transfer at the Start Date**Outsourcing from the Buyer****1. What is a relevant transfer****1.1 The Buyer and the Supplier agree that:**

- 1.1.1 the commencement of the provision of the Services or of each relevant part of the Services will be a Relevant Transfer in relation to the Transferring Buyer Employees; and
- 1.1.2 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 operation of regulation 10(2) of the Employment Regulations) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Subcontractor and each such Transferring Buyer Employee.
- 1.1.3 The Buyer shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees in respect of the period arising up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2. Indemnities the Buyer must give

- 2.1 Subject to Paragraph 2.2, the Buyer shall indemnify the Supplier and any Sub-contractor against any Employee Liabilities arising from or as a result of any act or omission by the indemnifying party in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee occurring before the Relevant Transfer Date.
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date.
- 2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of the Buyer who is not identified as a Transferring Buyer Employee claims, or it is determined in relation to any employees of the Buyer, that his/her contract of employment has been transferred from the Buyer to the Supplier and/or any Subcontractor pursuant to the Employment Regulations then -
 - 2.3.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref: C55274 Plat - IAM Client and Credentials
 Crown Copyright 2018

- 2.3.2 the Buyer may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
- 2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
- 2.3.4 if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

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 Subcontractor 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.

2.4 The indemnity in Paragraph 2.3 shall not apply to any claim:

- 2.4.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or any Subcontractor; or
- 2.4.2 any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure.

2.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.

2.6 If the Supplier and/or any Subcontractor 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 Subcontractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

- 3.1 Subject to Paragraph 3.2, the Supplier shall indemnify the Buyer against any Employee Liabilities arising from or as a result of any act or omission by the Supplier or any Subcontractor in respect of any Transferring Buyer Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Buyer Employee whether occurring before, on or after the Relevant Transfer Date.
- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Buyer whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref: C55274 Plat - IAM Client and Credentials
 Crown Copyright 2018

from the Buyer's failure to comply with its obligations under the Employment Regulations.

- 3.3 The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of the Transferring Buyer Employees, from (and including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and any other sums due under Part D: Pensions.

4. Information the Supplier must provide

The Supplier shall promptly provide to the Buyer in writing such information as is necessary to enable the Buyer to carry out its duties under regulation 13 of the Employment Regulations. The Buyer shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

- 5.1 The Parties agree that the Principles of Good Employment Practice issued by the Cabinet Office in December 2010 apply to the treatment by the Supplier of employees whose employment begins after the Relevant Transfer Date, and the Supplier undertakes to treat such employees in accordance with the provisions of the Principles of Good Employment Practice.
- 5.2 The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Buyer Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.
- 5.3 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraphs 5.1 or 5.2 shall be agreed in accordance with the Variation Procedure.

6. Pensions

- 6.1 The Supplier shall comply with:
- 6.1.1 all statutory pension obligations in respect of all Transferring Buyer Employees; and
 - 6.1.2 the provisions in Part D: Pensions.

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref: C55274 Plat - IAM Client and Credentials

Crown Copyright 2018

Part B: Staff transfer at the Start Date**Transfer from a former Supplier on Re-procurement****1. What is a relevant transfer****1.1 The Buyer and the Supplier agree that:**

- 1.1.1 the commencement of the provision of the Services or of any relevant part of the Services will be a Relevant Transfer in relation to the Transferring Former Supplier Employees; and
- 1.1.2 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(2) of the Employment Regulations) shall have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Subcontractor and each such Transferring Former Supplier Employee.

- 1.2 The Buyer shall procure that each Former Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees in respect of the period up to (but not including) the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions.

2. Indemnities given by the Former Supplier

- 2.1 Subject to Paragraph 2.2, the Buyer shall procure that each Former Supplier shall indemnify the Supplier and any Subcontractor against any Employee Liabilities arising from or as a result of any act or omission by the Former Supplier in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee arising before the Relevant Transfer Date;
- 2.2 The indemnities in Paragraph 2.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Subcontractor whether occurring or having its origin before, on or after the Relevant Transfer Date.
- 2.3 Subject to Paragraphs 2.4 and 2.5, if any employee of a Former Supplier who is not identified as a Transferring Former Supplier Employee and claims, and/or it is determined, in relation to such person that his/her contract of employment has been transferred from a Former Supplier to the

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref: C55274 Plat - IAM Client and Credentials
 Crown Copyright 2018

Supplier and/or any Notified Subcontractor pursuant to the Employment Regulations then:

- 2.3.1 the Supplier will within 5 Working Days of becoming aware of that fact notify the Buyer and the relevant Former Supplier in writing;
- 2.3.2 the Former Supplier may offer employment to such person, or take such other steps as it considers appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
- 2.3.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
- 2.3.4 if after the period referred to in Paragraph 2.3.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 2.3.1 to 2.3.4 the Buyer shall procure that the Former Supplier will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Former Supplier's employees referred to in paragraph 2.3.

2.4 The indemnity in Paragraph 2.3 shall not apply to any claim:

- 2.4.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees, arising as a result of any alleged act or omission of the Supplier and/or any Subcontractor; or
- 2.4.2 that the termination of employment was unfair because the Supplier and/or Subcontractor neglected to follow a fair dismissal procedure.

2.5 The indemnity in Paragraph 2.3 shall not apply to any termination of employment occurring later than 3 Months from the Relevant Transfer Date.

2.6 If the Supplier and/or any Subcontractor 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 Subcontractor and the Supplier shall comply with such obligations as may be imposed upon it under applicable Law.

3. Indemnities the Supplier must give and its obligations

3.1 Subject to Paragraph 3.1, the Supplier shall indemnify the Buyer, and the Former Supplier against any Employee Liabilities arising from or as a result

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref: C55274 Plat - IAM Client and Credentials
 Crown Copyright 2018

of any act or omission by the Supplier or any Subcontractor in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any Transferring Former Supplier Employee whether occurring before, on or after the Relevant Transfer Date.

- 3.2 The indemnities in Paragraph 3.1 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Former Supplier whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Former Supplier's failure to comply with its obligations under the Employment Regulations.
- 3.3 The Supplier shall comply with all its obligations under the Employment Regulations and shall perform and discharge all its obligations in respect of all the Transferring Former Supplier Employees, on and from the Relevant Transfer Date including (without limit) the payment of all remuneration, benefits, entitlements, PAYE, national insurance contributions and pension contributions and all such sums due under Part D: Pensions.

4. Information the Supplier must give

The Supplier shall promptly provide to the Buyer and/or at the Buyer's direction, the Former Supplier, in writing such information as is necessary to enable the Buyer and/or the Former Supplier to carry out their respective duties under regulation 13 of the Employment Regulations. The Buyer shall procure that the Former Supplier shall promptly provide to the Supplier in writing such information as is necessary to enable the Supplier and any Subcontractor to carry out their respective duties under regulation 13 of the Employment Regulations.

5. Cabinet Office requirements

- 5.1 The Supplier shall comply with any requirement notified to it by the Buyer relating to pensions in respect of any Transferring Former Supplier Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance: "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.
- 5.2 Any changes embodied in any statement of practice, paper or other guidance that replaces any of the documentation referred to in Paragraph 5.1 shall be agreed in accordance with the Change Control Procedure.

6. Limits on the Former Supplier's obligations

Notwithstanding any other provisions of this Part B, where in this Part B the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref: C55274 Plat - IAM Client and Credentials
Crown Copyright 2018

that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer's must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

7. Pensions

7.1 The Supplier shall comply with:

- 7.1.1 all statutory pension obligations in respect of all Transferring Former Supplier Employees; and
- 7.1.2 the provisions in Part D: Pensions.

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref: C55274 Plat - IAM Client and Credentials
 Crown Copyright 2018

Part C: No Staff Transfer on the Start Date**1. What happens if there is a staff transfer**

- 1.1 The Buyer and the Supplier agree that the commencement of the provision of the Services or of any part of the Services will not be a Relevant Transfer in relation to any employees of the Buyer and/or any Former Supplier.
- 1.2 Subject to Paragraphs 1.3, 1.4 and 1.5, if any employee of the Buyer and/or a Former Supplier claims, or it is determined in relation to any employee of the Buyer and/or a Former Supplier, that his/her contract of employment has been transferred from the Buyer and/or the Former Supplier to the Supplier and/or any Subcontractor pursuant to the Employment Regulations then:
 - 1.2.1 the Supplier will, within 5 Working Days of becoming aware of that fact, notify the Buyer in writing;
 - 1.2.2 the Buyer may offer employment to such person, or take such other steps as it considered appropriate to resolve the matter, within 10 Working Days of receipt of notice from the Supplier;
 - 1.2.3 if such offer of employment is accepted, the Supplier shall immediately release the person from its employment;
 - 1.2.4 if after the period referred to in paragraph 1.2.2 no such offer has been made, or such offer has been made but not accepted, the Supplier may within 5 Working Days give notice to terminate the employment of such person;

and subject to the Supplier's compliance with Paragraphs 1.2.1 to 1.2.4:

 - (a) the Buyer will indemnify the Supplier and/or the relevant Subcontractor against all Employee Liabilities arising out of the termination of the employment of any of the Buyer's employees referred to in Paragraph 1.2; and
 - (b) the Buyer will procure that the Former Supplier indemnifies the Supplier and/or any Subcontractor against all Employee Liabilities arising out of termination of the employment of the employees of the Former Supplier referred to in Paragraph 1.2.
- 1.3 The indemnities in Paragraph 1.2 shall not apply to any claim:
 - 1.3.1 for discrimination, including on the grounds of sex, race, disability, age, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation, religion or belief or equal pay or compensation for less favourable treatment of part-time workers or fixed-term employees in relation to any alleged act or omission of the Supplier and/or Subcontractor; or

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref: C55274 Plat - IAM Client and Credentials
 Crown Copyright 2018

- 1.3.2 any claim that the termination of employment was unfair because the Supplier and/or any Subcontractor neglected to follow a fair dismissal procedure
- 1.4 The indemnities in Paragraph 1.2 shall not apply to any termination of employment occurring later than 3 Months from the Commencement Date.
- 1.5 If the Supplier and/or the Subcontractor does not comply with Paragraph 1.2, all Employee Liabilities in relation to such employees shall remain with the Supplier and/or the Subcontractor and the Supplier shall (i) comply with the provisions of Part D: Pensions of this Schedule, and (ii) indemnify the Buyer and any Former Supplier against any Employee Liabilities that either of them may incur in respect of any such employees of the Supplier and/or employees of the Subcontractor.

2. Limits on the Former Supplier's obligations

Where in this Part C the Buyer accepts an obligation to procure that a Former Supplier does or does not do something, such obligation shall be limited so that it extends only to the extent that the Buyer's contract with the Former Supplier contains a contractual right in that regard which the Buyer may enforce, or otherwise so that it requires only that the Buyer must use reasonable endeavours to procure that the Former Supplier does or does not act accordingly.

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref: C55274 Plat - IAM Client and Credentials

Crown Copyright 2018

Part D: Pensions

1. Definitions

In this Part D, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions), and shall be deemed to include the definitions set out in the Annexes:

"Actuary"	a Fellow of the Institute and Faculty of Actuaries;
"Admission Agreement"	means either or both of the CSPA Admission Agreement (as defined in Annex D1: CSPA) or the LGPS Admission Agreement) as defined in Annex D3: LGPS), as the context requires;
"Broadly Comparable"	<p>(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and</p> <p>(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,</p> <p>and "Broad Comparability" shall be construed accordingly;</p>
"CSPA"	the schemes as defined in Annex D1 to this Part D;

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref: C55274 Plat - IAM Client and Credentials

Crown Copyright 2018

"Fair Deal Employees"

those:

- (a) Transferring Buyer Employees; and/or
- (b) Transferring Former Supplier Employees; and/or
- (c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Subcontractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.3.4 of Parts A or B or Paragraph 1.2.4 of Part C;
- (d) where the Former Supplier becomes the Supplier those employees;

who at the Commencement Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer;

"Fair Deal Schemes"

means the relevant Statutory Scheme or a Broadly Comparable pension scheme;

"Fund Actuary"

means Fund Actuary as defined in Annex D3 to this Part D;

"LGPS"

the schemes as defined in Annex D3 to this Part D;

"NHSPS"

the schemes as defined in Annex D2 to this Part D;

"New Fair Deal"

the revised Fair Deal position set out in the HM Treasury guidance: *"Fair Deal for Staff Pensions: Staff Transfer from Central Government"* issued in October 2013 including:

- (a) any amendments to that document immediately prior to the Relevant Transfer Date; and
- (b) any similar pension protection in accordance with the subsequent Annex D1-D3 inclusive as notified to the Supplier by the CCS or Buyer; and

"Statutory Schemes"

means the CSPA, NHSPS or LGPS.

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref: C55274 Plat - IAM Client and Credentials
 Crown Copyright 2018

2. Supplier obligations to participate in the pension schemes

- 2.1 In respect of all or any Fair Deal Employees each of Annex D1: CSPS, Annex D2: NHSPS and/or Annex D3: LGPS shall apply, as appropriate.
- 2.2 The Supplier undertakes to do all such things and execute any documents (including any relevant Admission Agreement and/or Direction Letter, if necessary) as may be required to enable the Supplier to participate in the appropriate Statutory Scheme in respect of the Fair Deal Employees and shall bear its own costs in such regard.
- 2.3 The Supplier undertakes:
 - 2.3.1 to pay to the Statutory Schemes all such amounts as are due under the relevant Admission Agreement and/or Direction Letter or otherwise and shall deduct and pay to the Statutory Schemes such employee contributions as are required; and
 - 2.3.2 to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the Statutory Schemes, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation.

3. Supplier obligation to provide information

- 3.1 The Supplier undertakes to the Buyer:
 - 3.1.1 to provide all information which the Buyer may reasonably request concerning matters referred to in this Part D as expeditiously as possible; and
 - 3.1.2 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this Part D without the consent in writing of the Buyer (such consent not to be unreasonably withheld or delayed).

4. Indemnities the Supplier must give

- 4.1 The Supplier undertakes to the Buyer to indemnify and keep indemnified CCS, NHS Pensions the Buyer and/or any Replacement Supplier and/or any Replacement Subcontractor on demand from and against all and any Losses whatsoever arising out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Supplier of this Part D, and/or the CSPS Admission Agreement and/or the Direction Letter and/or the LGPS Admission Agreement or relates to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993) or the Fair Deal Schemes.
- 4.2 The Supplier hereby indemnifies the CCS, NHS Pensions, the Buyer and/or any Replacement Supplier and/or Replacement Subcontractor from and against all Losses suffered or incurred by it or them which arise from claims

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref: C55274 Plat - IAM Client and Credentials
 Crown Copyright 2018

by Fair Deal Employees of the Supplier and/or of any Subcontractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which Losses:

- 4.2.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of this Contract; or
 - 4.2.2 arise out of the failure of the Supplier and/or any relevant Subcontractor to comply with the provisions of this Part D before the date of termination or expiry of this Contract.
- 4.3 The indemnities in this Part D and its Annexes:
- 4.3.1 shall survive termination of this Contract; and
 - 4.3.2 shall not be affected by the caps on liability contained in Clause 11 (How much you can be held responsible for).

5. What happens if there is a dispute

- 5.1 The Dispute Resolution Procedure will not apply to this Part D and any dispute between the CCS and/or the Buyer and/or the Supplier or between their respective actuaries or the Fund Actuary about any of the actuarial matters referred to in this Part D and its Annexes shall in the absence of agreement between the CCS and/or the Buyer and/or the Supplier be referred to an independent Actuary:
- 5.1.1 who will act as an expert and not as an arbitrator;
 - 5.1.2 whose decision will be final and binding on the CCS and/or the Buyer and/or the Supplier; and
 - 5.1.3 whose expenses shall be borne equally by the CCS and/or the Buyer and/or the Supplier unless the independent Actuary shall otherwise direct.

6. Other people's rights

- 6.1 The Parties agree Clause 19 (Other people's rights in this contract) does not apply and that the CRTPA applies to this Part D to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her or it by the Supplier under this Part D, in his or her or its own right under section 1(1) of the CRTPA.
- 6.2 Further, the Supplier must ensure that the CRTPA will apply to any Sub-Contract to the extent necessary to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to them by the Subcontractor in his or her or its own right under section 1(1) of the CRTPA.

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref: C55274 Plat - IAM Client and Credentials
 Crown Copyright 2018

7. What happens if there is a breach of this Part D

- 7.1 The Supplier agrees to notify the Buyer should it breach any obligations it has under this Part D and agrees that the Buyer shall be entitled to terminate its Contract for material Default in the event that the Supplier:
- 7.1.1 commits an irremediable breach of any provision or obligation it has under this Part D; or
 - 7.1.2 commits a breach of any provision or obligation it has under this Part D which, where capable of remedy, it fails to remedy within a reasonable time and in any event within 28 days of the date of a notice from the Buyer giving particulars of the breach and requiring the Supplier to remedy it.

8. Transferring New Fair Deal Employees

- 8.1 Save on expiry or termination of this Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the Employment Regulations) the Supplier shall and shall procure that any relevant Subcontractor shall:
- 8.1.1 consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and
 - 8.1.2 procure that the employer to which the Fair Deal Employees are transferred (the **"New Employer"**) complies with the provisions of this Part D and its Annexes provided that references to the "Supplier" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.

9. What happens to pensions if this Contract ends

The provisions of Part E: Staff Transfer On Exit (Mandatory) apply in relation to pension issues on expiry or termination of this Contract.

10. Broadly Comparable Pension Schemes

- 10.1 If either:
- 10.1.1 the terms of any of Paragraphs 2.2 of Annex D1: CSPS, 5.2 of Annex D2: NHSPS and or **Error! Reference source not found.** of Annex D3: LGPS apply; and/or
 - 10.1.2 the Buyer agrees, having considered the exceptional cases provided for in New Fair Deal, (such agreement not to be unreasonably withheld) that the Supplier (and/or its Subcontractors, if any) need not continue to provide the Fair Deal Employees, who continue to qualify for Fair Deal Protection, with access to the appropriate Statutory Scheme;

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref: C55274 Plat - IAM Client and Credentials
 Crown Copyright 2018

the Supplier must (and must, where relevant, procure that each of its Subcontractors will) ensure that, with effect from the Relevant Transfer Date or if later cessation of participation in the Statutory Scheme until the day before the Service Transfer Date, the relevant Fair Deal Employees will be eligible for membership of a pension scheme under which the benefits are Broadly Comparable to those provided under the relevant Statutory Scheme, and then on such terms as may be decided by the Buyer.

- 10.2 Where the Supplier has set up a Broadly Comparable pension scheme or schemes pursuant to the provisions of Paragraph 10.1, the Supplier shall (and shall procure that any of its Subcontractors shall):
- 10.2.1 supply to the Buyer details of its (or its Subcontractor's) Broadly Comparable pension scheme and provide a full copy of the valid certificate of broad comparability covering all relevant Fair Deal Employees, as soon as it is able to do so and in any event no later than 28 days before the Relevant Transfer Date;
 - 10.2.2 fully fund any such Broadly Comparable pension scheme in accordance with the funding requirements set by that Broadly Comparable pension scheme's Actuary or by the Government Actuary's Department for the period ending on the Service Transfer Date;
 - 10.2.3 instruct any such Broadly Comparable pension scheme's Actuary to, and to provide all such co-operation and assistance in respect of any such Broadly Comparable pension scheme as the Replacement Supplier and/or CCS and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or the Buyer may reasonably require, to enable the Replacement Supplier to participate in the appropriate Statutory Scheme in respect of any Fair Deal Employee that remain eligible for New Fair Deal protection following a Service Transfer;
 - 10.2.4 provide a replacement Broadly Comparable pension scheme with immediate effect for those Fair Deal Employees who are still employed by the Supplier and/or relevant Subcontractor and are still eligible for New Fair Deal protection in the event that the Supplier and/or Subcontractor's Broadly Comparable pension scheme is terminated;
 - 10.2.5 allow and make all necessary arrangements to effect, in respect of any Fair Deal Employee that remains eligible for New Fair Deal protection, following a Service Transfer, the bulk transfer of past service from any such Broadly Comparable pension scheme into the relevant Statutory Scheme and as is relevant on a day for day service basis and to give effect to any transfer of accrued rights required as part of participation under New Fair Deal. For the avoidance of doubt, should the amount offered by the Broadly Comparable pension scheme be less than the amount required by the appropriate Statutory Scheme to fund day for day service ("**Shortfall**"), the Supplier or the

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref: C55274 Plat - IAM Client and Credentials
Crown Copyright 2018

Subcontractor (as agreed between them) must pay the Statutory Scheme, as required, provided that in the absence of any agreement between the Supplier and any Subcontractor, the Shortfall shall be paid by the Supplier; and

- 10.2.6 indemnify CCS and/or the Buyer and/or NHS Pension and/or CSPA and/or the relevant Administering Authority and/or on demand for any failure to pay the Shortfall as required under Paragraph 10.2.5 above.

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref: C55274 Plat - IAM Client and Credentials

Crown Copyright 2018

Annex D1:**Civil Service Pensions Schemes (CSPS)****1. Definitions**

In this Annex D1: CSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"CSPS Admission Agreement"	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;
"CSPS Eligible Employee"	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPS Admission Agreement;
"CSPS"	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014.

2. Access to equivalent pension schemes after transfer

- 2.1 The Supplier shall procure that the Fair Deal Employees, shall be either admitted into, or offered continued membership of, the relevant section of the CSPS that they currently contribute to, or were eligible to join immediately prior to the Relevant Transfer Date or became eligible to join on the Relevant Transfer Date and the Supplier shall procure that the Fair Deal Employees continue to accrue benefits in accordance with the provisions governing the relevant section of the CSPS for service from (and including) the Relevant Transfer Date.
- 2.2 The Supplier undertakes that should it cease to participate in the CSPS for whatever reason at a time when it has CSPS Eligible Employees, that it will, at no extra cost to the Buyer, provide to any Fair Deal Employee who immediately prior to such cessation of participation remained a CSPS Eligible Employee with access to a pension scheme which is Broadly Comparable to the CSPS on the date the CSPS Eligible Employees ceased to participate in the CSPS.

Call-Off Schedule 2 (Staff Transfer)

Call-Off Ref: C55274 Plat - IAM Client and Credentials

Crown Copyright 2018

Annex D2: NHS Pension Schemes

1. Definitions

In this Annex D2: NHSPS to Part D: Pensions, the following words have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Direction Letter" an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Subcontractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Subcontractor in the NHSPS in respect of the NHSPS Eligible Employees;