

RM6098 Framework Schedule 6 (Order Form Template and Call-Off Schedules)
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Order Form

CALL-OFF REFERENCE: **C349180**

THE BUYER: **NHS England**

BUYER ADDRESS **7-8 Wellington Place, Leeds, LS1 4AP**

THE SUPPLIER: Softcat Plc

SUPPLIER ADDRESS: Solar House, Fieldhouse Lane, Marlow,
Buckinghamshire, SL7 1LW

REGISTRATION NUMBER: 02174990

DUNS NUMBER: **397333253**

SID4GOV ID: 02174990

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 25th March 2025.

It's issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Service.

CALL-OFF LOT(S):

Lot 3 Software

CALL-OFF INCORPORATED TERMS

This is a Bronze Contract.

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form, including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6098

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3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6098
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)

 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
- Call-Off Schedules for RM6098
 - Call-Off Schedule 6 (ICT Services) including Annexes A to E
5. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
6. Joint Schedule 5 (Corporate Social Responsibility) RM6098

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1: Cyber Security Requirements

The following wording shall be included as a new Clause 3.4 of the Core Terms of the Call-Off Contract:

The Supplier warrants and represents that it has complied with and throughout the Contract Period will continue to comply with the Cyber Security Requirements. The “**Cyber Security Requirements**” means:

- a) compliance with the data security and protection toolkit (DSP Toolkit), an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian’s 10 data security standards and supports key requirements of the UK GDPR, which can be accessed from <https://www.dsptoolkit.nhs.uk/>, as may be amended or replaced by the Buyer or the Department of Health and Social Care from time to time;
- b) such requirements as are identified by the Buyer in its Security Policy (if applicable); and
- c) any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from time to time;

Special Term 2: Supplier Staff

The following wording shall be included as a new Clause 7.6 of the Core Terms of the Call-Off Contract:

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7.6 Notwithstanding that Call-Off Schedule 9 (Security) has not been incorporated into this Order Form under the section headed "CALL-OFF INCORPORATED TERMS", paragraph 3.4.3 of Part B of Call-Off Schedule 9 (Security) shall apply to this Order Form in any event.

Special Term 3: Intellectual Property Rights (IPRs)

Clause 9.1 of the Core Terms of the Call-Off Contract – Delete this Clause and replace with:

9.1. Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to:

- receive and use the Deliverables
- make use of the deliverables provided by a Replacement Supplier
- develop and provide products and services to third parties

Special Term 4: Execution and Counterparts

The following wording shall be included as new Clause 36 of the Core Terms of the Call-Off Contract:

36 Execution and Counterparts

36.1 This Call-Off Contract may be executed in any number of counterparts (including by electronic transmission), each of which when executed shall constitute an original but all counterparts together shall constitute one and the same instrument.

36.2 Execution of this Call-Off Contract may be carried out in accordance with the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 (SI 2016/696) and the Electronic Communications Act 2000. In the event each Party agrees to sign this Call-Off Contract by electronic signature (whatever form the electronic signature takes) it is confirmed that this method of signature is as conclusive of each Party's intention to be bound by this Call-Off Contract as if signed by each Party's manuscript signature. In such situation, this Call-Off Contract shall be formed on the date on which both Parties have electronically signed the Call-Off Contract as recorded in the Buyer's electronic contract management system.

CALL-OFF START DATE: **27/03/2025**

CALL-OFF EXPIRY DATE: **26/03/2026**

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CALL-OFF INITIAL PERIOD: **1 Year**

CALL-OFF OPTIONAL EXTENSION PERIOD **1 Year**

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION: 30 Days

CALL-OFF DELIVERABLES

Grafana Enterprise Licence Plug-in

60 Users

LOCATION FOR DELIVERY

Electronic delivery of licence confirmations to be issued to [REDACTED]

DATES FOR DELIVERY

Electronic confirmations to be delivered within 1 week of a purchase order being issued to the Supplier

TESTING OF DELIVERABLES

None

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be per the term of this Call-Off Contract.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is [REDACTED]

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CALL-OFF CHARGES

Grafana Enterprise Plug-in

Charges for the initial 12-month term and the optional 12-month extension total £96,800.00 (ex VAT).

Breakdown as below.

CONTRACT COST							
	Year 1 (Initial Term)			Year 2 (Optional Extension)			Bidder Notes
	Unit Price	Quantity	Total	Unit Price	Quantity	Total	
Implementation / Onboarding Costs <i>Please detail inclusions and exclusions.</i>							
Full access user Licences <i>Inclusive of training, support and maintenance, and all other requirements.</i>							
<i>Per annum costs</i>							
Production Instance							
Framework Fee							
Reseller Margin							
Annual Cost							
Total Cost (excluding VAT)	£96,800.00						

The Parties agree that the pricing and quantity for the optional 12-month extension is to be agreed at least 30 days prior to the Expiry Date of year 1.

The Buyer, at their own discretion may purchase additional licences at the below costs should this requirement arise. Note that any additional purchases are subject to the Buyer's internal governance processes.

ADDITIONAL COSTS - OPTIONAL DURING THE TERM OF THE CONTRACT

Provide pricing for the purchase of additional licences, on top of the quantities listed at each year in the table above. These values are not part of the evaluated cost.

Additional pricing for the purchase of additional licences, on top of the quantities listed at each year in the table above. These values are not part of the evaluated cost.					
Additional Licence Cost - Year 1					
Total users	10	25	50	100	Bidder Notes
Additional per user licence cost					economies of scale can be provided for a larger number licences
Per annum costs					
Additional Licence Cost - Year 2					
Total users	10	25	50	100	Bidder Notes
Additional per user licence cost					economies of scale can be provided for a larger number licences
Per annum costs					

REIMBURSABLE EXPENSES

Not Applicable

PAYMENT METHOD

Applicable charges for Year 1 and 2 to be invoiced annually in advanced.

Payment to be made via BACS following receipt of a valid/correct invoice. Refer to "Buyer's Invoice Address" below for billing instructions.

BUYER'S INVOICE ADDRESS:

Any queries regarding outstanding payments should be directed to NHS England's Accounts Payable section by email at financialaccounts@nhs.net

Invoices should clearly quote the purchase order number, be addressed to NHS England, X24 Payables K005, PO Box 312, LEEDS LS11 1HP and be sent as a PDF attachment by email to the following email address;

Framework Ref: RM6098

Project Version: v2.0

Model Version: v3.8

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sbs.apinvoicing@nhs.net (one invoice per PDF) and emails must not exceed 10Mb and quote, 'X24 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.

BUYER'S AUTHORISED REPRESENTATIVE



7-8 Wellington Place, Leeds, LS1 4AP

BUYER'S ENVIRONMENTAL POLICY

NHS England Social Value Charter available online at: [NHS England Social value charter](#)

&

NHS England's [Sustainable development management plan: summary report](#)

SUPPLIER'S AUTHORISED REPRESENTATIVE



Universal Building, Manchester, M12 6JH

SUPPLIER'S CONTRACT MANAGER



Universal Building, Manchester, M12 6JH

PROGRESS REPORT FREQUENCY

Not Applicable

PROGRESS MEETING FREQUENCY

Not Applicable

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

Grafana Labs

COMMERCIALLY SENSITIVE INFORMATION

Not Applicable

SERVICE CREDITS

Not Applicable

ADDITIONAL INSURANCES

Framework Ref: RM6098

Project Version: v2.0

Model Version: v3.8

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Not Applicable

GUARANTEE

Not Applicable

SOCIAL VALUE COMMITMENT

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 Call-Off Schedule 4 (Call-Off Tender)

BUYER CORE GOODS AND/OR SERVICES REQUIREMENTS**Goods and/or Services**

- 1 The following requirements shall take priority above all terms, conditions and specifications set out in this Call-Off Contract (including without limitation any embedded documents and terms), and the Supplier shall ensure that the software licences meet and conform with the following requirements:
 - 1.1 The Buyer shall be entitled, free of charge, to sub licence the software to any contractor and/or sub-contractor of the Buyer who is working towards and/or is providing services to the Buyer.
 - 1.2 The Buyer's role as national information and technology partner to the NHS and social care bodies involves the Buyer buying services for or on behalf of the NHS and social care entities. Nothing in the licences for any of the software shall have the effect of restricting the Buyer from discharging its role as the national information and technology partner for the health and care system, which includes the ability of the Buyer to offer software and services to the NHS and social care entities. Specifically, any software licensing clause prohibiting 'white labelling', 'provision of outsourcing services' or similar, shall not be interpreted as prohibiting the Buyer's services.
 - 1.3 The Buyer shall be entitled to deploy the software at any location from which the Buyer and/or any contractor and/or sub-contractor of the Buyer is undertaking services pursuant to which the software is being licenced.
 - 1.4 Any software licenced to the Buyer on a named users basis shall permit the transfer from one user to another user, free of charge provided that the Supplier is notified of the same (including without limitation to a named user who is a contractor and/or Subcontractor of the Buyer).
 - 1.5 The Supplier shall ensure that the Buyer shall be entitled to assign or novate all or any of the software licences free of charge to any other central government entity, by giving the licensor prior written notice.
 - 1.6 The Supplier shall notify the Buyer in advance if any software or service permits the Supplier or any third party remote access to the software or systems of the Buyer.

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1.7 Where the Supplier is responsible for the calculation of the appropriate number of users for software, and it is later shown there is a shortfall of licences, the Supplier shall be responsible for all costs of the Buyer.

Signatures:

Softcat Plc – Solar House, Fieldhouse Lane, Marlow, Buckinghamshire, SL7 1LW
(Company number: 02174990)

For and on behalf of the Supplier (Softcat Plc)

[REDACTED]

Date Signed: 28/03/2025

NHS England - 7 & 8 Wellington Place Leeds, West Yorkshire Leeds LS1 4AP

For and on behalf of the Buyer (NHS England)

[REDACTED]

Date Signed: 1 April 2025