

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

Order Form

CALL-OFF REFERENCE:	C181852
THE BUYER:	NHS England
BUYER ADDRESS	Quarry House, Quarry Hill, Leeds LS2 7UE
THE SUPPLIER:	Bytes Software Services Ltd
SUPPLIER ADDRESS:	Bytes House, Randalls Way, Leatherhead, Surrey, KT22 7TW
REGISTRATION NUMBER:	01616977
DUNS NUMBER:	225273754
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated the date signed by the last signatory.

It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

CALL-OFF LOT(S):

- Lot 3 Software & Associated Services

CALL-OFF INCORPORATED TERMS

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 The Framework Award Form Special Terms (as detailed in Annex 1 of this Order Form).
- 2 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 3 Joint Schedule 1 (Definitions and Interpretation) RM6068
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM6068
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)

- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 7 (Financial Difficulties)
- Joint Schedule 9 (Minimum Standards of Reliability)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for C181852
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 8 (Business Continuity & Disaster Recovery) Part B
 - Annex 1 to Part B of Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management) Part B
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 20 (Call-Off Specification)

5 CCS Core Terms (version 3.0.6)

6 Joint Schedule 5 (Corporate Social Responsibility) RM6068

7 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

8 Annexes A to E Call-Off Schedule 6 (ICT Services)

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.

Without altering the order of precedence, for convenience only, copies of the Joint Schedules and Call-Off Schedules referenced above have been embedded within Annex 2 of this Order Form.

CALL-OFF SPECIAL TERMS

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

On 31 January 2023, pursuant to the [Health and Social Care Information Centre \(Transfer of Functions, Abolition and Transitional Provisions\) Regulations 2023](#), NHS Digital's statutory functions were transferred to NHS England and NHS Digital was abolished. Accordingly, any references in this Call-Off Contract to NHS Digital (including in any embedded documents or weblinks, and any footnotes or copyright notices in the same) shall be interpreted as being references to NHS England.

Special Term 1: **All deliverables**

Clause 3.1.2 of the Core Terms shall be replaced with the following wording:

The Supplier must provide the Deliverables described in Call-Off Schedule 20 (Specification) with a warranty of at least 90 days from Delivery against all obvious defects. For the avoidance of doubt, this warranty does not extend to the provision of any Licences.

The following wording shall be included as a new Clause 3.2.13 of the Core Terms of the Call-Off Contract:

3.2.13 For the avoidance of doubt, this Clause 3.2 is not applicable to the provision of any Licences.

Special Term 2: **Additional Services**

The following wording shall be included as new Clauses 3.3.8 - 3.3.12 of the Core Terms of the Call-Off Contract:

3.3.8 Throughout the Call-Off Contract Period, the Licences set out in Call-Off Schedule 20 (Specification) shall be available for the Buyer to call-off and for the Buyer and/ or Participating Organisations to use. If the Buyer wishes to call-off and use any of the Licences set out in Call-Off Schedule 20, it shall notify the Supplier in writing by sharing a completed copy of the Licence Order Form. Upon receipt of a signed Licence Order Form, the Supplier shall make the selected Licences:

- (a) excluding Microsoft Products and Services, available to the Buyer within 3 Working Days; and*
- (b) for Microsoft Products and Services, available to the Buyer within 45 calendar days. The Supplier acknowledges and agrees that any annual order for Microsoft Products and Services must be received by Microsoft between 60 and 30 days prior to the Buyer's Enrollment anniversary date, and the fifth year anniversary order (if applicable) must be received within 30 days of the expiry date.*

The applicable terms set out in Annexes A to D of Call-Off Schedule 6 (ICT Services) shall apply to the Buyer's and/ or Participating Organisations (as applicable) use of such Licences.

3.3.9 As detailed in paragraph 2(A) of Call-Off Schedule 20 (Specification), the Supplier shall identify and propose emerging and alternative technologies to the Buyer. Where the Buyer wishes to test and/ or use such technologies, the Supplier shall make the technologies available to the Buyer to call-off as part of the Supplier's Licences offering. The technology offering(s), including volumetric based pricing, applicable contract management support by the Supplier and the terms upon which the Buyer and/ or Participating Organisations can use the technology shall be incorporated into the relevant sections of this Call-Off Contract using the Variation Procedure. Thereafter, the technology offering shall form part of the Licences

offering and in the event the Buyer wishes to call-off such Licences it shall follow the process set out in clause 3.3.9.

3.3.10 Subject to clause 3.3.11, in accordance with regulation 32(9) of the Regulations, the Buyer reserves the right to purchase additional Licences from the Supplier in the first three Contract Years to facilitate on-going NHS collaboration requirements, in conformity with the Basic Project.

3.3.11 Pursuant to regulation 32(10) of the Regulations, the Buyer's right to purchase any type of additional Licences shall be conditional upon any one or more of the following conditions first being met:

(a) any of the different types of Licences provided by the Supplier pursuant to this Call-Off Contract have been fully utilised by the Buyer and the Participating Organisations in accordance with their respective Participation Agreements;

(b) it becomes apparent to the Buyer that any of the Technology Vendors have released additional products and/ or services which were not originally contemplated when determining the quantities and type of Licences to be purchased under this Call-Off Contract, and such new products and/ or services would be beneficial to Participating Organisations as part of the Basic Project;

(c) it becomes apparent to the Buyer that for any reason, including but not limited to a change in technology or a change in NHS policy, a number of Participating Organisations require additional products and/ or services from the Technology Vendor(s) that were not originally contemplated when determining the quantities and/ or type of Licences to be purchased under this Call-Off Contract;

(d) it becomes apparent to the Buyer that a number of Participating Organisations are purchasing and locally funding additional Microsoft Products and Services in accordance with the terms of the National Agreement;

(e) the number of staff within the Buyer and/ or any of the Participating Organisations increases (including through organic growth and/ or mergers of NHS organisations) which results in the need for additional quantities of Licences to be purchased under this Call-Off Contract;

(f) any of the Participating Organisations move away from a local tenant model and are included in the central tenant, resulting in the requirement for additional quantities of Licences to be purchased under this Call-Off Contract to facilitate the change in model; and/ or

(g) the scope of Participating Organisations eligible to benefit from the National Agreement is amended which results in an increase in the consumption of Licences that was not originally contemplated when determining the quantities and/ or type of Licences to be purchased under this Call-Off Contract.

*3.3.12 The Supplier agrees that as soon as practicable, and in any event within 30 calendar days, after it has received details of the NHSE23 MOU between Microsoft Ireland Operations Limited, Microsoft Limited and the Buyer (“**Health MOU**”) from either Microsoft or the Buyer, it shall provide the Buyer with a quote for pricing for all Microsoft products and services contained within the Health MOU. The quote shall contain fixed pricing for the duration of the Call-Off Contract Period and details of the Microsoft products and services and their associated pricing shall be incorporated into Call-Off Schedules 5 (Pricing Details) and 20 (Specification) as applicable using the Variation Procedure.*

3.3.13 Upon notification by the Buyer that additional Microsoft products and services have been incorporated into the Health MOU, the Supplier shall as soon as practicable, and in any event within 30 calendar days, provide the Buyer with a quote for pricing for all such additional Microsoft products and services. The quote shall contain fixed pricing for the duration of the Call-Off Contract Period and details of the Microsoft products and services and their associated pricing shall be incorporated into Call-Off Schedules 5 (Pricing Details) and 20 (Specification) as applicable using the Variation Procedure.

Special Term 3: **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 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; and
- b) any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from time to time. In the event of new cyber security requirements being identified that are to be factored into the Call-Off Contract, these agreed with the Supplier through a Variation Note.

Special Term 4: **Security**

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

7.6 Notwithstanding that Call-Off Schedule 9 (Security) Part B has not been incorporated into this Order Form under the section headed “CALL-OFF INCORPORATED TERMS”, the Supplier shall ensure that the Supplier’s

Security Management Plan shall at all times ensure a level of security is provided which:

- 7.6.1 is in accordance with the Law and this Call-Off Contract;
- 7.6.2 complies with the Baseline Security Requirements (as set out in Annex 1 of Part B to Call-Off Schedule 9 (Security));
- 7.6.3 as a minimum demonstrates Good Industry Practice;
- 7.6.4 complies with the Security Policy and the ICT Policy;
- 7.6.5 complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) (<https://www.gov.uk/government/publications/security-policyframework/hmg-security-policy-framework>);
- 7.6.6 takes account of guidance issued by the Centre for Protection of National Infrastructure (<https://www.cpni.gov.uk>);
- 7.6.7 complies with HMG Information Assurance Maturity Model and Assurance Framework (<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>);
- 7.6.8 meets any specific security threats of immediate relevance to the Deliverables and/or Government Data;
- 7.6.9 addresses issues of incompatibility with the Supplier's own organisational security policies; and
- 7.6.10 complies with ISO/IEC27001 and ISO/IEC27002

Special Term 5: **Rights and protection**

Clause 8.1 of the Core Terms shall be amended to add the wording in italics as follows:

8.1 The Supplier warrants and represents that:

- it has full capacity and authority to enter into and to perform each Contract
- each Contract is executed by its authorised representative
- it is a legally valid and existing organisation incorporated in the place it was formed
- there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its Affiliates that might affect its ability to perform each Contract
- it maintains all necessary rights, authorisations, licences and consents to perform its obligations under each Contract
- *it has full power and authority to deliver and perform its obligations under this Call-Off Contract, including but not limited to the right to resell the Licences*
- it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform each Contract
- it is not impacted by an Insolvency Event
- it will comply with each Call-Off Contract

Special Term 6: **Intellectual Property Rights (IPRs)**

Clause 9.1 of the Core Terms of the Call-Off Contract is deleted in its entirety and replaced with the following:

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.

The following wording shall be included as a new Clause 9.7 of the Core Terms of the Call-Off Contract:

9.7 For the avoidance of doubt, the rights and licenses granted to the Buyer in this Clause 9 are not applicable to any Licences being provided by any Technology Vendor to the Buyer pursuant to either the National Agreement or such other applicable direct licensing arrangements.

Special Term 7: **Ending the Contract**

Reference to 'default' within Clause 10.4.1 of the Core Terms of the Call-Off Contract shall be replaced with 'Default'.

Special Term 8: **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.

Special Term 9: **What happens if the contract ends**

A new clause 10.5.8 shall be added as follows:

Where the Buyer terminates (in whole or in part) this Call-Off Contract under clause 10.4, the Supplier shall repay the Buyer, by way of credit, any amount which it may have been paid in advance in respect of Services or Deliverables not provided by the Supplier as at the date of termination.

Clause 10.4.6 shall be deleted in its entirety and replaced by the following:

10.4.6 If any of the events in regulation 73 (1)(a) or (b) of the Regulations happen or if a Court declares that the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Regulations (including pursuant to a declaration of ineffectiveness), the Relevant Authority has the right to immediately terminate the Contract and Clause 10.5.2 to 10.5.8 applies.

Special Term 10: **Modern Slavery**

A new clause 12A shall be added as follows:

12A.1 The Supplier:

12A.1.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;

12A.1.2 shall not require any Supplier Personnel or the personnel of any Subcontractors to lodge deposits or identity papers with their employer and shall be free to leave their employer after reasonable notice;

12A.1.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;

12A.1.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere around the world;

12A.1.5 shall make reasonable enquires to ensure that its officers, employees and sub-contractors have not been convicted of slavery or human trafficking offences anywhere around the world;

12A.1.6 shall have and maintain throughout the term of this Call-Off Contract its own policies and procedures to ensure its compliance with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions at least as onerous as those set out in this clause 12A;

12A.1.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under this Call-Off Contract;

12A.1.8 shall prepare and deliver to the Buyer, an annual slavery and human trafficking report (which may take the form of a statement pursuant to section 54 of the Modern Slavery Act) setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business;

12A.1.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractor;

12A.1.10 shall not use or allow child or slave labour to be used by its Subcontractors; and

12A.1.11 shall report the discovery or suspicion of any slavery, trafficking, forced labour, child labour, involuntary prison labour or labour rights abused by it or its Subcontractors to the Buyer and the Modern Slavery Helpline and relevant national or local law enforcement agencies; and

12A.1.12 shall, if the Buyer identifies any occurrence of modern slavery connected to this Call-Off Contract, comply with any request of the Buyer to submit a remedial action plan which follows the form set out in Annex D of the guidance Tackling Modern Slavery in Government Supply Chains, which can be found at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/830150/September_2019_Modern_Slavery_Guidance.pdf.

12A.2 In addition to any other rights under the Call-Off Contract, the Buyer may instruct the Supplier to carry out an audit of any Subcontractor by an independent third party and, if so instructed, the Supplier shall deliver a report to the Buyer within ninety (90) days of such instruction.

12A.3 If the Supplier notifies the Buyer pursuant to Clause 12A.1, it shall respond promptly to the Buyer's enquiries, co-operate with any investigation, and allow the Buyer to audit any books, records and/or any other relevant documentation in accordance with this Call-Off Contract.

12A.4 If the Supplier is in Default under Clause 12A.1 or 12A.3, the Buyer may by notice:

12A.4.1 require the Supplier to remove from performance of the Call-Off Contract any Subcontractor, Supplier personnel or other persons associated with it whose acts or omissions have caused the Default; or

12A.4.2 immediately terminate the Call-Off Contract.

Joint Schedule 1 (Definitions)

The definition of "US-EU Privacy Shield Register" and "Data Protection Legislation" shall be deleted in their entirety and the following shall be incorporated into Joint Schedule 1:

- **"Basic Project"** means the purchase of Licences under this Call-Off Contract to fulfil the Buyer's aim of providing collaboration products, operating systems and related security components to the NHS;
- **"Contract Year"** means, for the first contract year the period between the Start Date and 31 March 2024, and thereafter means a consecutive period of twelve (12) Months commencing on 1 April 2024 and each anniversary thereof;

- **“Data Protection Legislation”** (i) all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (ii) (to the extent that it may be applicable) the EU GDPR). The UK GDPR and EU GDPR are defined in section 3 of the Data Protection Act 2018;
- **“Data Protection Impact Assessment”** an assessment by the Controller carried out in accordance with Section 3 of the UK GDPR and sections 64 and 65 of the DPA 2018;
- **“Controller”, “Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “Data Protection Officer”** take the meaning given in the UK GDPR;
- **“DPA 2018”** Data Protection Act 2018;
- **“Health MOU”** has the meaning given to it in clause 3.3.12;
- **“Investment Fund”** means the fund established within Call-Off Schedule 5 (Pricing Details);
- **“Joint Controllers”** takes the meaning given in Article 26 of the UK GDPR;
- **“Law Enforcement Processing”** mean processing under Part 3 of the DPA 2018;
- **“Licences”** means the Microsoft Products and Services, and any other products and services provided by any of the Technology Vendor(s) via the Supplier pursuant to this Call-Off Contract;
- **“Licence Order Form”** means the licence order form that the Buyer shall complete in accordance clause 3.3.8 of the Core Terms, the template of which is set out in paragraph 4 of Call-Off Schedule 20;
- **“Microsoft Products and Services”** means any products and/ or services provided by Microsoft pursuant to the National Agreement;
- **“National Agreement”** means the agreement entered into between the Buyer and Microsoft pursuant to which Microsoft provides the Microsoft Products and Services to the Buyer and Participating Organisations;
- **“Participation Agreement”** means the respective agreements entered into between the Buyer and the relevant NHS organisation (subsequently a **“Participating Organisation”** upon execution of a Participation Agreement) pursuant to which Participating Organisations can request and use Microsoft Products and Services as part of the Basic Project;
- **“Protective Measures”** means appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation and this Agreement, which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Clause 14 of the Core Terms;
- **“Technology Vendor”** means Microsoft and the alternative technology vendors as listed within paragraph B1 of Call-Off Schedule 20 (*Specification*);

- **“UK GDPR”** means the UK General Data Protection Regulation; and
- **“Value Added Services”** means the additional value added services that the Buyer may request from the Supplier in accordance with paragraph 2(B) of Call-Off Schedule 20 (Specification).

CALL-OFF START DATE: 1 June 2023
CALL-OFF EXPIRY DATE: 31 March 2026
CALL-OFF INITIAL PERIOD: 34 months
CALL-OFF OPTIONAL EXTENSION Two periods of 12 months each
PERIOD:

CALL-OFF DELIVERABLES AND SERVICES

The Supplier shall provide the Deliverables and Services to the Buyer as detailed in Call-Off Schedule 20 (Call-Off Specification)

LOCATION FOR DELIVERY

Delivery details to be provided by the Buyer when calling off Licences.

DATES FOR DELIVERY OF THE DELIVERABLES

To be agreed between Buyer and Supplier when calling off Licences.

TESTING OF DELIVERABLES

None

WARRANTY PERIOD

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

MAXIMUM LIABILITY

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

CALL-OFF CHARGES

Pursuant to clause 3.3.8, any commitment by the Buyer to purchase Licences under this Call-Off Contract shall be transacted via the Buyer providing a signed Licence Order Form to the Supplier. The value of Licence Order Form - NHS England Collaboration Licensing (ref 001) is £143,826,232.59 (excluding VAT).

Please see further details in Call-Off Schedule 5 (Pricing Details).

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment to be made via BACS following the receipt of a correct and undisputed invoice. Refer to "Buyer's Invoice Address" for instructions regarding invoicing.

BUYER'S INVOICE ADDRESS:

NHS England (X24)
X24 Payables K005
PO Box 312
Leeds
LS11 1HP

Invoices should clearly quote the purchase order number, be addressed to NHS England (above address) and be sent as a PDF attachment by email to the following email address; 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.

If you fail to use this new billing address and continue to use any legacy organisation references in the payables address, your invoice will be rejected and will need to be re-issued in order to be paid.

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address: 7-8 Wellington Place Leeds LS1 4AP

BUYER'S ENVIRONMENTAL POLICY

<https://www.england.nhs.uk/greenernhs/national-ambition/governance-and-policy/>

BUYER'S SECURITY POLICY

Not applicable.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

Bytes House, Leatherhead, KT22 7TW

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]

Bytes House, Leatherhead, KT22 7TW

PROGRESS REPORT FREQUENCY

Reporting shall be provided by the Supplier as set out in Call-Off Schedule 15 (*Call-Off Contract Management*) and Call-Off Schedule 20 (*Specification*).

PROGRESS MEETING FREQUENCY

Meetings shall take place as set out in Call-Off Schedule 15 (*Call-Off Contract Management*) and Call-Off Schedule 20 (*Specification*).

KEY PERSONNEL

[REDACTED]
[REDACTED]
[REDACTED]

Bytes House, Leatherhead, KT22 7TW

Supplier's Contract Manager:

[REDACTED]
[REDACTED]
[REDACTED]

Bytes House, Leatherhead, KT22 7TW

Supplier's Finance Manager:

[REDACTED]
[REDACTED]
[REDACTED]

Bytes House, Leatherhead, KT22 7TW

KEY SUBCONTRACTOR(S)

Microsoft Limited, c/o Microsoft Ireland Operations Limited. One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521 Ireland.

Google UK Limited (with company number 03977902) which has its registered offices at Belgrave House, 76 Buckingham Palace Road, London SW1W 9TQ.

COMMERCIALLY SENSITIVE INFORMATION

As set out in Joint Schedule 4 (*Commercially Sensitive Information*).

SERVICE CREDITS

In the event that the provision of Licences by a Technology Vendor and/ or the Buyer's and/ or the Participating Organisations' use of Licences results in a credit (including any service credit) being due from a Technology Vendor, that is paid directly to the Supplier (as reseller) and not the Buyer, the Supplier shall promptly and in any event within 10 Working Days pay to the Buyer, at its election either in cash or by way of a credit against future invoice(s), the full pass through value of the service credit received from the applicable Technology Vendor.

ADDITIONAL INSURANCES

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)

For and on behalf of the Supplier:

[Redacted Signature]

Date:

Full Name: [Redacted]

Job Title/Role: [Redacted]

Date Signed: 16th June 2023

[Redacted Signature]

Date:

Full Name: [Redacted]

Job Title/Role: [Redacted]

Date Signed: 17/06/2023

Annex 1 – Framework Award Form Special Terms

Special Term 1

Core Terms Clause 3.1.1 – add the following additional bullet point;

“That meet the Test Success Criteria”

Special Term 2

Core Terms Clause 3.2.1 – add the following additional sentence;

“The relevant Buyer must agree in writing to supply of Goods that are not new.”

Special Term 3

Core Terms Clause 3.2.2 – delete the Clause and replace with:

The supplier warrants that all Goods

- are sourced directly from the manufacturer or an authorised reseller
- and;
- are sold by manufacturer or with its consent within the UK and the European Economic Area;
 - where necessary are accompanied by a valid software license;
 - are eligible for manufacturer’s warranty;
 - are eligible for manufacturer’s support services; and
 - will be reported back to manufacturer as sold to the relevant Buyer.

Special Term 4

Core Terms Clause 3.2.11 - Delete the Clause and replace with:

“The Supplier shall provide product lifecycle information, including product roadmaps, on request of the Buyer. Where the Supplier becomes aware that Goods are to become End of Life, the Supplier shall use all reasonable endeavours to give the Buyer three (3) Months’ notice of this; in any event, the Supplier shall notify the Buyer when Goods are End of Life.”

Special Term 5

Add the following new Clause 3.2.13:

“The Buyer shall have the right to require that the Deliverables be subjected to the Tests specified in the Order Form.

The Supplier shall ensure the Deliverables are available for Testing at the start of the scheduled Test Period, and the Tests shall be carried out during the scheduled Test Period.

The Party conducting the Tests will record them as successful and inform the other Party accordingly where the Test Success Criteria are met by the end of the scheduled Test Period.

The Party conducting the Tests will record them as unsuccessful and inform the other Party accordingly where the Test Success Criteria are not met by the end of scheduled Test Period.

Without prejudice to Clauses 5 and 20 of the Core terms, where the Test Success Criteria are not met within the scheduled Test Period the Buyer shall have the right either;

- to direct the Supplier to correct the issues that resulted in failure to satisfy the Test Success Criteria, and to resubmit the relevant Deliverables for Testing

or;

- to notify the Supplier that testing has been satisfactorily completed subject to rectification of outstanding issues within a period specified by the Buyer. Failure to rectify the relevant issues within the period specified shall be a material Default

or;

- to reject the relevant Deliverables and to invoke Clause 3.2.12

or;

- to reject the relevant Deliverables treating this as a material default and invoking the Buyer's termination right under Clause 10.4.1"

Special Term 6

Add the following new Clause 3.2.14:

"The Supplier shall have access to a sufficient stock of spare devices that have been specified as business critical on the Order Form or elsewhere in the relevant Call-Off Contract to allow the Buyer to initiate business-critical swaps of faulty devices, or to address Dead On Arrival/Installation (DOA/DOI) business critical issues, with replacement by the same model and specification of device. Upon notification by the Buyer of the requirement for a business-critical swap or DOA/DOI business critical issue, the Supplier shall swap the device with a spare device within twenty-four (24) hours of the Buyer reporting the issue.

For the avoidance of doubt, the Buyer shall not Approve any DOA/DOI devices, and for the purposes of any Implementation Plan such Goods shall be deemed as not having been Delivered."

Special Term 7

Add the following new Clause 3.2.15:

"The Supplier shall ensure:

it has access to a sufficient stock of spare components to undertake repairs to Goods in accordance with warranty requirements, and in any case to undertake required repairs within a reasonable time period; and

where Goods are repaired or replaced under warranty, the repaired or replaced Goods shall have either the remainder of the

original warranty period or where offered a full warranty period as if supplied as new under the Call-Off Contract"

Special Term 8

Add the following new Clause 3.2.16:

"In undertaking any repairs to the Goods, the Supplier shall not replace any parts or components of the Goods with parts or components that are of lower quality or which are unsuitable for use in their designed purpose either by the Buyer or a Replacement Supplier, prior to the expiry or termination of the Call-Off Contract (howsoever arising).

Special Term 9

Add the following new Clause 3.2.17:

“The Supplier confirms that where a Buyer has an in-house warranty provider or technical staff who undertake warranty repair work, the Supplier shall work with the in-house warranty provider and/or technical staff to provide any required training to enable the transfer of warranty repair work without cost or loss of service to the Buyer. Where this reduces the cost to the Supplier of providing the warranty, the Supplier shall pass such cost savings on to the Buyer”

Special Term 10

Add new Clause 3.2.18:

“Where there is fault in any Goods which cannot be repaired, the Supplier shall ensure and procure that any data residing in any such Goods is removed or destroyed in accordance with HMG Infosec Standard 5 baseline, or as otherwise agreed with the Buyer, at no additional cost to the Buyer, prior to such Goods being returned to any manufacturer or other third party for disposal”

Special Term 11

Add the following new Clause 3.2.19

“The Buyer has the sole option to remove and retain any hard drives or solid state drives prior to the return of Goods to the Supplier at no additional cost to the Buyer.”

Special Term 12

Add the following new Clause 3.2.20:

“The Supplier shall make a stock of Test Devices, for the purpose of testing compatibility with a Buyer’s IT infrastructure, available to the Buyer as required. Test Devices shall be shipped to the Buyer’s nominated Site on request and at the Supplier’s expense. The Buyer shall return Test Devices to the Supplier in the same condition as initially provided to them by the Supplier (unless agreed otherwise between the Parties). Risk and ownership for any Test Devices shall remain with the Supplier.”

Special Term 13

Add the following new Clause 3.2.21:

“The Supplier shall where reasonably possible collate information on the failure rate of Goods such that it can trace failure rate by batch, principal reasons for failure, and by Buyer affected by Goods failure. This information will help the Supplier to identify situations of Endemic Failures. In the event of Endemic Failure of the Goods supplied, the Supplier shall inform the Buyer and the Buyer will have the right to reject all Goods in the affected batch and require their replacement by the Supplier at no cost to the Buyer and without prejudice to the Buyer’s right of remedies. Endemic Failure also triggers a material Default by the Supplier, entitling the Buyer to terminate the Call-Off Contract”

Special Term 14

Core Terms Clause 8.7 – Delete current text and replace with:

“The Supplier shall assign to the Buyer, or if it is unable to do so, shall (to the extent it is legally able to do so) hold on trust for the sole benefit of the Buyer, all warranties and indemnities provided by third parties in respect of the Deliverables. Where any such

warranties are held on trust, the Supplier shall enforce such warranties in accordance with any reasonable directions that the Buyer may notify from time to time to the Supplier.”

Special Term 15

Core Terms Clause 10.3.2 – Amend to read as follows:

“Each Buyer has the right to terminate their Call-Off Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated Clause 10.5.2 to 10.5.7 applies and for the avoidance of doubt the Buyer shall be liable for the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.”

Special Term 16

Core Terms Clause 11.2 – amend “£5 million” to “£100,000”

Annex 2 – Accompanying Schedules and Terms

Document Name	Embedded Document
CCS Core Terms (RM6068)	 RM6068-Core-terms -3.0.6.docx
Call-Off Schedule 1 – Transparency Reports	 Call-Off Schedule 1 Transparency Repor
Call-Off Schedule 3 – Continuous Improvement	 Call-Off Schedule 3 Continuous Improve
Call-Off Schedule 4 – Call-Off Tender	 Call-Off Schedule 4 Call-Off Tender v3 0
Call-Off Schedule 5 – Pricing Details	 Call-Off Schedule 5 Pricing Details v3 .2
Call-Off Schedule 6 – ICT Services	 Call-Off Schedule 6 ICT Services v3 15 06
Call-Off Schedule 8 – Business Continuity and Disaster Recovery	 Call-Off Schedule 8 Business Continuity
Call-Off Schedule 9 – Security	 Call-Off Schedule 9 Security (Annex 1) v3
Call-Off Schedule 10 – Exit Management	 Call-Off Schedule 10 Exit Management
Call-Off Schedule 15 – Contract Management	 Call-Off Schedule 15 Call Off Contract
Call-Off Schedule 16 – Benchmarking	 Call-Off Schedule 16 Benchmarking v3
Call-Off Schedule 20 – Specification	 Call-Off Schedule 20 Specification v3.4

Joint Schedule 1 – Definitions	 Joint Schedule 1 - Definitions v3 07 06
Joint Schedule 2 – Variation Form	 Joint Schedule 2 - Variation Form v3 12
Joint Schedule 3 – Insurance Requirements	 Joint Schedule 3 - Insurance Requirem
Joint Schedule 4 – Commercially Sensitive Information	 Joint Schedule 4 - Commercially Sensiti
Joint Schedule 5 – Corporate Social Responsibility	 Joint Schedule 5 - Corporate Social Re:
Joint Schedule 6 – Key Subcontractors	 Joint Schedule 6 - Key Subcontractors
Joint Schedule 7 – Financial Difficulties	 Joint Schedule 7 - Financial Difficulties
Joint Schedule 9 – Minimum Standards of Reliability	 Joint Schedule 9 - Minimum Standards
Joint Schedule 10 – Rectification Plan	 Joint Schedule 10 - Rectification Plan v3
Joint Schedule 11 – Processing Data	 Joint Schedule 11 - Processing Data v3 1