

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

## Order Form

CALL-OFF REFERENCE: **prj\_4503**

THE BUYER: **Health and Social Care Information Centre (known as NHS Digital)**

BUYER ADDRESS **1 Trevelyan Square, Boar Lane, Leeds, LS1 6AE**

THE SUPPLIER: **Phoenix Software Limited**

SUPPLIER ADDRESS: **Phoenix Software, Blenheim House, York Road, Pocklington, York, YO42 4RQ**

REGISTRATION NUMBER: **2548628**

DUNS NUMBER: **76-348-8178**

SID4GOV ID: **76-348-8178**

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 29<sup>th</sup> March 2021. It is 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. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6068

3. The following Schedules in equal order of precedence:

- Joint Schedules for RM6068
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for **prj\_4503**
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 6 (ICT Services)
4. CCS Core Terms (version 3.0.6)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6068
6. 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.

## **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 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:

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: **6<sup>th</sup> April 2021**

CALL-OFF EXPIRY DATE: **5<sup>th</sup> April 2022**

CALL-OFF INITIAL PERIOD: **12 months**

CALL-OFF OPTIONAL EXTENSION PERIOD **A maximum period of up to 48 months (4 years), in increments of 12 months or as required by the Buyer.**

### **CALL-OFF DELIVERABLES**

Provision of Oracle database support and maintenance licences for the period 6th April 2021 to 5<sup>th</sup> April 2022. The products for the initial purchase are detailed in Call-Off Schedule 5 (Pricing Details), and as follows:



Call-Off%20Schedule  
%205%20%20-%20Pi

Additional Oracle software licences, support and maintenance, and services will be able to be purchased by the Buyer throughout the term of the Call-Off Contract as required on an ad-hoc basis.

The terms and conditions of the Memorandum of Understanding between (1) Crown Commercial Service and (2) Oracle Corporation UK Limited dated 1st May 2018, and any agreements which supersede this, ('MOU') will apply to the Supplier's provision of the Goods and/or Services under this Call-Off Contract.

### **LOCATION FOR DELIVERY**

Electronic delivery to be made to [infra.businessmgmt@nhs.net](mailto:infra.businessmgmt@nhs.net)

### **DATE FOR DELIVERY OF THE DELIVERABLES**

6<sup>th</sup> April 2021

### **TESTING OF DELIVERABLES**

None

### **WARRANTY PERIOD**

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be for 12 months, and any extensions of the 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 **£469,730.00**

## CALL-OFF CHARGES

The total charges for the initial 12 months (6<sup>th</sup> April 2021 – 5<sup>th</sup> April 2022) is £469,730.00 (excluding VAT). A full breakdown of charges by product is detailed in Call Off Schedule 5 (Pricing Details), and as follows:



Call-Off%20Schedule  
%205%20%20-%20Pi

The above figure is subject to increase, as the Call-Off Contract includes the option to purchase additional goods and services throughout the term. Therefore, the estimated Call-Off Contract value is £500,000.00 (excluding VAT) per year of the term including any extension options. However, this is an estimate and not a specified limit on the Call-Off Contract value.

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

## REIMBURSABLE EXPENSES

None

## PAYMENT METHOD

The Supplier is to be paid via BACS transfer within 30 days of the receipt of a matching invoice that references the Buyer's valid purchase order number.

Payment is to be made annually upon delivery.

## BUYER'S INVOICE ADDRESS:

Invoices should clearly quote the purchase order number, be addressed to NHS Digital, T56 Payables A125, Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE and be sent as a PDF attachment by email to the following email address; [sbs.invoicing@nhs.net](mailto:sbs.invoicing@nhs.net) (one invoice per PDF). Emails must not exceed 10Mb and quote, 'T56 Invoice Scanning' in subject line, or alternatively invoices can be sent via post to the above address.

Any queries regarding outstanding payments should be directed to NHS Digital's Accounts Payable section by email at [Sbs-w.payables@nhs.net](mailto:Sbs-w.payables@nhs.net).

**BUYER'S AUTHORISED REPRESENTATIVE**

[Redacted]

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[Redacted]

**SUPPLIER'S CONTRACT MANAGER**

[Redacted]

**PROGRESS REPORT FREQUENCY**

None

**PROGRESS MEETING FREQUENCY**

None

**KEY STAFF**

None

**KEY SUBCONTRACTOR(S)**

Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION**

Not Applicable

**SERVICE CREDITS**

Not Applicable



## **ADDITIONAL INSURANCES**

No additional insurances to those included in Joint Schedule 3 – Insurance Requirements.

## **GUARANTEE**

Not Applicable

## **SOCIAL VALUE COMMITMENT**

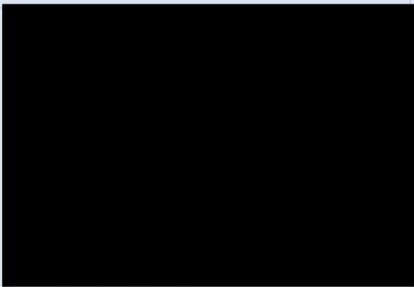
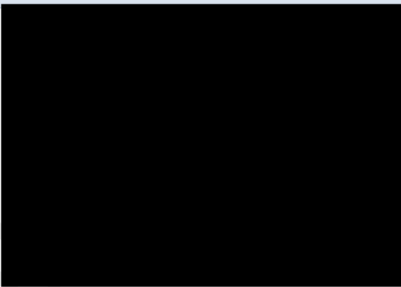
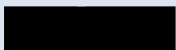




Not applicable

## **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.

- 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.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Email:		Email:	
Date:	25/03/2021	Date:	30/03/2021