

DPS Schedule 6 (Letter of Appointment Template and Order Schedules)

Letter of Appointment

This Letter of Appointment is issued in accordance with the provisions of the DPS Contract (RM6124) between CCS and the Agency, dated September 2021.

Capitalised terms and expressions used in this letter have the same meanings as in the Order Incorporated Terms unless the context otherwise requires.

ORDER: NHS Health Careers - Data Management & Strategy - RM6124

Order Number:	C94300
From:	Health Education England of Blenheim House Duncombe Street Leeds LS1 4PL
To:	Paragon Customer Communications Limited (T/A Paragon DCX) 07262428 of Lower Ground Floor, Park House, 16 – 18 Finsbury Circus, London, EC2M 7EB

Order Start Date:	1 January 2023
Order Expiry Date:	31 December 2023
Order Initial Period:	12 months
Order Optional Extension Period:	There will be the option to extend by a further year, subject Buyer need and available budget.

Goods or Services required:	Goods or Services required are set out in DPS Schedule 1 of the DPS Agreement and the relevant Brief and are to be delivered in line with the accepted Proposal as detailed at Annex A of this Letter.
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	Subsequent calls for Goods or Services shall be priced and agreed using the Statement of Works form as per Annex B of this Letter of Appointment.
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Key Staff:	For the Client: XX XX For the Agency: XX XX X
Guarantor(s)	N/A

Order Contract Charges (including any applicable discount(s), but excluding VAT):	Estimated fixed year fee is £83,380.00 for the period 1st January 2023 until 31st December 2023.
Liability	See Clause 11 of the Core Terms Estimated Year 1 Charges: £83,380.00
Additional Insurance Requirements	N/A
Client billing address for invoicing:	All invoices must be sent, quoting a valid purchase order number (PO Number), to: Email with a PDF copy attached to: sbs.invoicing@hee.nhs.uk XX XX XX You must be in receipt of a valid PO Number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

<p>Special Terms</p>	<p>See Annex B – Statement of Work</p> <ul style="list-style-type: none"> • The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute or claim that arises out of or in connection with this Contract or its subject matter. • With the exception of statements made fraudulently, the Customer and the Supplier agree that this Contract is the complete and exclusive statement of the agreement between the Parties which supersedes all proposals or prior agreements, whether oral or written, and all other communications between the Parties relating to the subject matter of this Contract. • This Contract is for delivery of the Services as set out in this Contract at a fixed price. The cost of any Changes that may be agreed between the Parties from time to time during the Contract Term has been accounted for by the Supplier within the agreed Contract Charges and as such any Changes will not be subject to any additional charge unless expressly agreed by the Parties through a Contract Change Notice (CCN). • Unless the context requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England from time to time including as retained, amended, extended, or re-enacted on or after the day of the UK's exit from the European Union. • The Parties agree that all data will be owned exclusively by the Buyer. At the end of the Contract, the Supplier will permit the Buyer to recover all their data at no additional costs. The data must be returned in a machine-readable format to be agreed by the Buyer e.g CSV file. The Buyer must be permitted to verify the data and confirm data integrity. • The Supplier will provide the Buyer with an agreed exit plan and data recovery plan 3 months before the Contract ends.
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	<p>Once the Buyer has verified that all data has been recovered, they will notify the Supplier who will permanently delete the data.</p> <ul style="list-style-type: none">• The exit plan must also set out full details of timescales, activities and roles and responsibilities of the Parties for:<ul style="list-style-type: none">• the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier• the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer• When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan at no additional cost.• The Supplier must not remove any proprietary notices in the Buyer Data.• The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.• The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.• The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.• The Supplier where possible will deliver the services in line with the following standards. <p>the National Cyber Security Centre's (NCSC) information risk management guidance:</p> <p>https://www.ncsc.gov.uk/collection/risk-management-collection</p> <p>government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:</p> <p>https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice</p>
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	<p>the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:</p> <p>https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles</p> <ul style="list-style-type: none">• If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached, or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.• The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure. <p>Standards and quality</p> <ul style="list-style-type: none">• The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at: https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice• All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.• Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance: https://www.ncsc.gov.uk/guidance/10-steps-cyber-security
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PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

We would expect a minimum of fortnightly meetings to review operational issues. During peak campaign periods or at key points in a project, we would expect these meetings to be weekly.

We would also expect quarterly review meetings where we explore finances, activity over the previous and next quarter and look at service delivery and business more strategically.

KEY SUBCONTRACTOR(S)

None

COMMERCIALLY SENSITIVE INFORMATION

N/A

SOCIAL VALUE COMMITMENT

The Agency agrees, in providing the Goods or Services and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Proposal)

SERVICE CREDIT CAP

N/A

ORDER INCORPORATED TERMS

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

1. This Letter of Appointment including the Order Special Terms and Order Special Schedules.
2. *Joint Schedule 1 (Definitions and Interpretation) RM6124*
3. *The following Schedules in equal order of precedence:*
 - *Joint Schedules for RM6124*
 - *Joint Schedule 2 (Variation Form)*
 - *Joint Schedule 3 (Insurance Requirements)*
 - *Joint Schedule 4 (Commercially Sensitive Information)*
 - *Order Schedules for C49300 – RM6124*
 - *Order Schedule 1 (Transparency Reports)*
 - *Order Schedule 2 (Staff Transfer)*
 - *Order Schedule 3 (Continuous Improvement)*
 - *Order Schedule 5 (Pricing Details)*
 - *Order Schedule 6 (ICT Services)*
 - *Order Schedule 7 (Key Supplier Staff)*
 - *Order Schedule 8 (Business Continuity and Disaster Recovery)*
 - *Order Schedule 9 (Security)*
 - *Order Schedule 10 (Exit Management)*

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- *Order Schedule 13 (Implementation Plan and Testing)*
 - *Order Schedule 14 (Service Levels)*
 - *Order Schedule 15 (Order Contract Management)*
 - *Order Schedule 16 (Benchmarking)*
 - *Order Schedule 17 (MOD Terms)*
 - *Order Schedule 18 (Background Checks)*
 - *Order Schedule 19 (Scottish Law)*
 - *Order Schedule 20 (Order Specification)*
 - *Order Schedule 21 (Northern Ireland Law)*
 - *Order Schedule 23 (HMRC)*
4. **CCS Core Terms**
 5. *Joint Schedule 5 (Corporate Social Responsibility) RM6124*
 6. The Agency Proposal Documents set out in Annex A as long as any parts of the Order Proposal that offer a better commercial position for the Client (as decided by the Client) take precedence over the documents above.
- 1.1 With the exception of statements made fraudulently, the Customer and the Supplier agree that this Contract is the complete and exclusive statement of the agreement between the Parties which supersedes all proposals or prior agreements, whether oral or written, and all other communications between the Parties relating to the subject matter of this Contract.
 - 1.2 This Contract is for delivery of the Services as set out in this Contract at a fixed price. The cost of any Changes that may be agreed between the Parties from time to time during the Contract Term has been accounted for by the Supplier within the agreed Contract Charges and as such any Changes will not be subject to any additional charge unless expressly agreed by the Parties.

FORMATION OF ORDER CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Agency agrees to enter into an Order Contract with the Client to provide the Goods or Services in accordance with the terms of this letter and the Order Incorporated Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Order Incorporated Terms. The Parties hereby acknowledge and agree that this Order Contract shall be formed when the Client acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Agency within two (2) Working Days from such receipt.

Supplier signature

Buyer signature

ANNEX A

Agency Proposal

Appendix E: Mini Competition Response Template

Please complete this template with your response to the specification of requirements. The evaluation criteria that will be used to score your bid by the adjudication panel is attached to the ITQ documentation. Please note that failure to submit your proposal in this format will render it invalid.

Please provide a word count for each response.

Please submit this document in Word format only. PDF is NOT accepted.

Any additional documents not requested, words exceeding the maximum limits per question, including references and any hyperlinks and/or website links will be removed from your responses prior to being sent to the evaluation panel. Where pictures containing words have been submitted the whole picture will be removed if the response is over the word limit.

Please ensure that you have submitted all requested documents within your submission, as per the ITQ instructions.

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Annex B

Statement of Work

This Statement of Work is issued under and in accordance with the Order Contract.

Any schedule attached to this Statement of Work will describe in detail the different types of Services to be provided under that Statement of Work. A schedule attached to this Statement of Work only applies to the relevant project to be delivered under that Statement of Work, and not to any other Statement of Work, or to the provision of the Services as a whole.

1.1 Where a Statement of Work would result in:

- a variation of the Services procured under this Order Contract;
- an increase in the Charges agreed under this Order Contract; or
- a change in the economic balance between the Parties to the detriment of the Client that is not provided for in this Order Contract, the relevant term(s) will be dealt with as a proposed Variation to this Order Contract in accordance with the Variation procedure set out in Clause 24.

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