

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

## Order Form

CALL-OFF REFERENCE:	C334167
THE BUYER:	NHS England
BUYER ADDRESS	The Leeds Government Hub, 7 & 8 Wellington Place, Leeds, LS1 4AP
THE SUPPLIER:	Softcat PLC
SUPPLIER ADDRESS:	Fieldhouse Lane, Marlow, Bucks 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 Services and is dated the date signed by the last signatory.

It is issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Service 2.

### CALL-OFF LOT(S):

Lot 3 Software

### CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. To the extent that any schedules are not set out below, those schedules are not being used. 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 (excluding Annex 1);

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

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2. Joint Schedule 1 (Definitions and Interpretation) RM6098 (as amended);
3. Framework Special Terms (as detailed in Annex 1 of this Order Form);
4. The following Schedules (as amended) 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 7 (Financial Difficulties)
    - Joint Schedule 9 (Minimum Standards of Reliability)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 12 (Supply Chain Visibility)
  - Call-Off Schedules for RM6098
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 6 (ICT Services)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 8 (Business Continuity & Disaster Recovery)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 10 (Exit Management)
    - Call-Off Schedule 13 (Implementation Plan and Testing)
    - Call-Off Schedule 14 (Service Levels)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - Call-Off Schedule 16 (Benchmarking)
    - Call-Off Schedule 20 (Call-Off Specification)
    - Call-Off Schedule 21 (Digital and Data Academy)
5. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form;
6. Joint Schedule 5 (Corporate Social Responsibility) RM6098 (as amended);
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 D 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**

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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 Cloud Services.*

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

*3.2.13 For the avoidance of doubt, this Clause 3.2 is not applicable to the provision of Cloud Services.*

**Special Term 2: Services clauses**

The following wording shall be included as new Clauses 3.3.8 - 3.3.18 of the Core Terms:

*3.3.8 Subject to clause 3.3.10, from 1 April 2025 and thereafter throughout the Call-Off Contract Period, the Cloud Services set out in Call-Off Schedule 20 (Specification) shall be available for the Buyer to transact and/ or consume via the relevant Cloud Provider Portal. From the Start Date, using the Cloud Management System, the Supplier shall monitor and report on the Buyer's consumption of the Cloud Services, in accordance with the requirements set out in Call-Off Schedule 20 (Specification). The applicable terms set out in Annexes A to D of Call-Off Schedule 6 (ICT Services) shall apply to the Buyer's use of such Cloud Services.*

*3.3.9 As detailed in paragraph 1C of Call-Off Schedule 20 (Specification), where requested by the Buyer, the Supplier shall make Additional Cloud Provider Products and Services available to the Buyer to consume under this Call-Off Contract. The Supplier shall follow the Onboarding Process set out in Call-Off Schedule 20 (Specification), and the process set out in Joint Schedule 6 (Key Subcontractors). Once onboarding has been completed, the Onboarded Additional Cloud Provider's Additional Cloud Provider Products and Services shall form part of the Cloud Services offering and in the event the Buyer wishes to consume such Cloud Services it shall follow the process set out in clause 3.3.8.*

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*3.3.10 The Parties agree that the provision of the Microsoft Products and Services by the Supplier shall be conditional upon the Server and Cloud Enrollment and associated documents, in substantially the same form as those embedded within the 'Microsoft' section of Annex B to Call-Off Schedule 6 (ICT Services), being signed by the Buyer and Microsoft Ireland Operations Limited via the 'Program Signature Form'. The Supplier shall not be bound to provide, and the Buyer shall not be bound to pay for, the Microsoft Products and Services until the later of 1 April 2025 and the date the Server and Cloud Enrollment takes effect.*

*3.3.11 Not used.*

**Project Services**

*3.3.12 From time to time during the Call-Off Contract Period, the Buyer may notify the Supplier of its requirements for Project Services. The Parties shall in good faith negotiate the terms of a SOW providing for the provision of the Project Services required by the Buyer. Except where a Cloud Provider has a standard template which cannot be amended, any SOW agreed by the Parties shall be substantially in the form of the Template SOW set out in paragraph 2B of Call-Off Schedule 20 (Specification).*

*3.3.13 Each SOW shall, on signature by both Parties, form part of this Call-Off Contract and shall not form a separate contract to it. Each SOW shall include (as applicable) its effective commencement date ("**SOW Commencement Date**").*

*3.3.14 The Parties may agree Supplementary Provisions which apply to a particular SOW. For the avoidance of any doubt, Supplementary Provisions (if any) shall only apply to the relevant SOW and shall not amend or affect any other part of this Call-Off Contract including any other SOW.*

*3.3.15 Any Variation to a SOW must be agreed through the Variation Procedure set out in Clause 24 of the Core Terms.*

*3.3.16 This Call-Off Contract does not commit the Buyer to purchase any Project Services and, except where required pursuant to paragraph 5 of Call-Off Schedule 20 (Specification), does not commit the Supplier to provide any Project Services. The Buyer only becomes committed to purchasing, and, except as required pursuant to paragraph 5 of Call-Off Schedule 20 (Specification), the Supplier only becomes committed to providing, any Project Services upon signature by both Parties of a SOW in respect of such Project Services.*

*3.3.17 The Charges for any Project Services shall be calculated in accordance with the provisions set out in Part C of Call-Off Schedule 5 (Pricing Details).*

**Cloud Management System Services**

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*3.3.18 From the Start Date, the Supplier shall provide the Cloud Management System Services in accordance with the provisions set out in paragraph 3A of Call-Off Schedule 20 (Specification).*

**Special Term 3: Cyber Security Requirements**

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

*The Supplier warrants and represents that it has complied with and throughout the Call-Off 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; 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: Rights and protection**

Clause 8.1 of the Core Terms shall be amended to add additional limbs (i), (j) and (k) as follows:

8.1 The Supplier warrants and represents that:

- ... (i) 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 and make available the Cloud Services;*
- (j) the Cloud Management System complies with the requirements set out in tab ‘1. Cloud Management System’ of the Requirements incorporated in Call-Off Schedule 20 (Specification) as further detailed in the Call-Off Tender;*
- (k) the operational performance of the Cloud Management System and the provision of the Cloud Management System Services shall meet the operational performance of the cloud management system and cloud management system services provided by the Supplier to the Buyer prior to the Start Date of this Contract pursuant to the G-Cloud 13 Call-Off Contract between the parties dated 28 May 2024 ("G-Cloud 13 Call-Off") and the Cloud Management System provided to the Buyer under this Contract shall not represent any degradation to the performance and/ or quality of the same or similar system provided under the G-Cloud 13 Call-Off.*

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**Special Term 5: Intellectual Property Rights (IPRs)**

Clause 9.1 of the Core Terms 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:*

- a) receive and use the Deliverables;*
- b) make use of the Deliverables provided by a Replacement Supplier; and*
- c) develop and provide products and services to third parties.*

The following wording shall be included as a new Clause 9.8 of the Core Terms:

*9.8 For the avoidance of doubt, the rights and licenses granted to the Buyer in this Clause 9 are not applicable to any Cloud Services being provided by any Cloud Provider to the Buyer in accordance with the terms of this Call-Off Contract.*

**Special Term 6: 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 the Call-Off Contract has been electronically signed by the last signatory as recorded in the Buyer's electronic contract management system.*

**Special Term 7: What happens if the contract ends**

A new Clause 10.6.6 shall be added to the Core Terms 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 refund, any amount which it may*

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*have been paid in advance in respect of Services or Deliverables not provided by the Supplier as at the date of termination.*

Clause 10.4.3(d) of the Core Terms shall be deleted in its entirety and replaced by a new Clause 10.4.4:

*10.4.4 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 by issuing a Termination Notice to the Supplier and Clause 10.6.1 shall apply.*

Clause 10.6.1 of the Core Terms shall be amended to also refer to new Clause 10.4.4.

**Special Term 8**

A new Clause 3.3.19 shall be added to the Core Terms as follows:

*The Supplier shall comply with the requirements set out in Call-Off Schedule 21 (Digital and Data Academy).*

**Special Term 9**

A new clause 37 shall be added to the Core Terms of the Contract as follows:

**37. Escalation process in relation to the Cloud Management System Services**

*37.1 Without prejudice to the Buyer's right to initiate a Dispute at any time in accordance with clause 34, the Buyer's rights to request the Supplier provide a Rectification Plan in the event of a Default in accordance with clause 10.3, and/ or any other rights the Buyer has under the Call-Off Contract, in the event the Buyer has any concerns in relation to the Supplier's performance of the Cloud Management System Services, the Buyer may implement the following escalations process:*

Stage	Definition	Points of escalation
Level 1	The Buyer has concerns in respect of the Supplier's performance of the Cloud Management System Services.	Buyer's Service Delivery Lead to escalate concerns to the Supplier's Customer Success Manager and notify the Buyer's commercial team that the performance escalations process is being initiated.
Level 2	If after 5 Working Days the concerns raised by the Buyer have not been resolved, the Buyer may escalate the concerns to Level 2.	Concerns escalated by the Buyer's Service Head to the Supplier's Account Manager and Buyer's Commercial Contract Manager.

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Level 3	<p>If after 5 Working Days:</p> <p>(a) the concerns raised by the Buyer in Level 2 have not been resolved, and/ or</p> <p>(b) the level of performance by the Supplier is having a material impact on the day to day operations of the Services or the Buyer,</p> <p>the Buyer may escalate the concerns to Level 3.</p>	<p>Concerns escalated by the Buyer's Head of Infrastructure to the Supplier's Account Director and Buyer's [REDACTED].</p>
Level 4	<p>If after 5 Working Days:</p> <p>a) the concerns raised by the Buyer in Level 3 have not been resolved, and/ or</p> <p>b) the level of performance by the Supplier is:</p> <p>(i) having a critical impact on the day to day operations of the Services or the Buyer, and/ or</p> <p>(ii) is causing reputational damage to the Buyer,</p> <p>the Buyer may escalate the concerns to Level 4.</p>	<p>Concerns escalated by the Buyer's Director of Infrastructure to the Supplier's Executive Director and Buyer's Head of Contract Management.</p>

37.2 At each stage of the escalation process, the Buyer's and the Supplier's representatives shall discuss in good faith the concerns raised by the Buyer in relation to the performance of the Cloud Management System Services, work co-operatively to seek to address the concerns and agree the necessary actions to resolve the concerns and issues raised by the Buyer.

37.3 Escalation to the next level of the process shall be at the Buyer's sole discretion and the Buyer shall notify the Supplier's Authorised Representative by email when the performance concerns are to be escalated to the following level.

**Joint Schedule 1 (Definitions)**

The following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

- **“Additional Cloud Provider Products and Services”** means any products and/ or services provided by an Onboarded Additional Cloud Provider in



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accordance with the terms for the relevant Onboarded Additional Cloud Provider, as incorporated into Annex D of Call-Off Schedule 6 (ICT Services);

- **“Additional Cloud Provider”** means the cloud providers that the Supplier is required to provide or be capable of onboarding during the Call-Off Contract Period, as further detailed in paragraph 1C of Call-Off Schedule 20 (Specification);
- **“AWS Console”** means the AWS platform interface which enables Users to order and amend the consumption of products and view reporting data associated with such account and subscriptions and orders;
- **“AWS Products and Services”** means any products and/ or services provided by AWS pursuant to the OGVA2;
- **“Azure Commitment Discount”** [REDACTED]
- **“Business Support Hours”** means 8am – 6pm (UK time) Monday to Friday (excluding bank holidays);
- **“Buyer Data”** means
  - (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer’s Confidential Information, and which:
    - are supplied to the Supplier by or on behalf of the Buyer; and/ or
    - the Supplier is required to generate, process, store or transmit pursuant to the Call-Off Contract; or
  - (b) any Personal Data for which the Buyer is the Controller;
- **“Cloud Management System Charges”** means the Charges for the Cloud Management System Services, as set out in Part D of Call-Off Schedule 5 (Pricing Details);
- **“Cloud Management System”** means the systems used by the Supplier to provide the Cloud Management System Services, including the Supplier’s internal cloud management platform and CloudHealth;
- **“Cloud Management System Services”** means the Services provided by the Supplier to analyse all cloud cost and usage data relating to the Buyer’s use of Cloud Services, as further detailed in paragraph 3A of Call-Off Schedule 20 (Specification);
- **“Cloud Services”** means the Microsoft Products and Services; the AWS Products and Services; and any Additional Cloud Provider Products and Services provided by any of the Onboarded Additional Cloud Provider(s) via the Supplier pursuant to this Call-Off Contract;
- **“CSDP Management Fee”** means the Charges for the CSDP Services, as set out in Part D of Call-Off Schedule 5 (Pricing Details);
- **“CSDP Services”** means all Services set out in Call-Off Schedule 20 (Specification) excluding Cloud Services and Project Services;
- **“Cloud Provider Portal”** means each or any of the Microsoft Portal, AWS Console, and/ or any Onboarded Additional Cloud Provider portal and/ or marketplace, as applicable to the circumstances;

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- **“Cloud Providers”** means Microsoft, AWS and any Onboarded Additional Cloud Provider;
- **“Go-Live Date”** means the date for go-live of the Services, being the Start Date for the Cloud Management System Services and 1 April 2025 for the Cloud Services, as further detailed in the Implementation Plan within Annex 1 of Call-Off Schedule 13 (Implementation Plan);
- **“MACC”** means the Microsoft Azure Consumption Commitment entered into as part of the Server and Cloud Enrollment, pursuant to which Microsoft provides the Microsoft Products and Services to the Buyer subject to the Azure Commitment Discount;
- **“Microsoft Portal”** means the Microsoft platform interface which enables Users to order and amend the consumption of products and view reporting data associated with such account and subscriptions and orders;
- **“Microsoft Products and Services”** means any products and/ or services provided by Microsoft pursuant to the Server and Cloud Enrollment;
- **“Microsoft Technology MOU”** means the memorandum of understanding entitled “UK Public Sector Strategic Partnership Arrangements 2024” signed by CCS, Microsoft Limited and Microsoft Ireland Operations Limited in October 2024, with an effective date of 1 November 2024, including any amendments, or any successor or replacement memorandum of understanding;
- **“NHS Bodies”** means a health service body within the meaning of section 275 of the National Health Service Act 2006;
- **“OGVA2”** means the One Government Value Agreement 2.0 entered into between the Supplier and AWS pursuant to which AWS provides the AWS Products and Services at a discounted price to the Buyer;
- **“Onboarded Additional Cloud Provider Technology MOU”** means any memorandum of understanding between (i) either Crown Commercial Services or the Buyer and (ii) the relevant Onboarded Additional Cloud Provider, which may include discounts or value added benefits, as incorporated into Annex D of Call-Off Schedule 6 (ICT Services);
- **“Onboarded Additional Cloud Provider”** means each and any of the Additional Cloud Providers which have been onboarded in accordance with the Onboarding Process set out in paragraph 1C of Call-Off Schedule 20 (Specification);
- **“Onboarding Process”** has the meaning given in paragraph 1C.2 of Call-Off Schedule 20 (Specification);
- **“Operational Service Hours”** means 24/7/365;
- **“Project Services”** means any additional professional services provided by the Supplier or a Cloud Provider under a separate SOW;
- **“Server and Cloud Enrollment”** means the agreement entered into between the Buyer and Microsoft pursuant to which Microsoft provides the Microsoft Products and Services to the Buyer;
- **“Service Period”** means a calendar month during the Call-Off Contract Period;
- **“SOW Commencement Date”** has the meaning given to it in Clause 3.3.13 of the Core Terms;
- **“SOW”** means statement of work;

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- **“Supplementary Provisions”** means, for the purposes of a SOW only, additional terms which will take precedence over the terms of the Call-Off Contract;
- **“Template SOW”** means the template SOW that the Parties shall complete in accordance with Clause 3.3.12 of the Core Terms, as set out in paragraph 2B of Call-Off Schedule 20 (*Specification*);
- **“User”** means any member of Buyer staff who have access to the CMS, and the CSDP Services.

CALL-OFF START DATE: The date of the Buyer's signature on this Order Form

CALL-OFF EXPIRY DATE: The date which is 36 months following the Start Date, unless extended by the Extension Period.

CALL-OFF INITIAL PERIOD: 36 Months

CALL-OFF OPTIONAL EXTENSION PERIOD: Two periods of up-to one year each.

**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**

Remote.

**DATES FOR DELIVERY OF THE DELIVERABLES**

As set out in Call-Off Schedule 20 (*Specification*) or as otherwise agreed between the Buyer and the Supplier from time to time.

**TESTING OF DELIVERABLES**

See details in Call-Off Schedule 13 (Implementation Plan and Testing) and the Implementation Plan.

**WARRANTY PERIOD**

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 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**

See details in Call-Off Schedule 5 (Pricing Details).

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The Estimated Year 1 Charges are [REDACTED]

The maximum total contract value is £440,000,000.

**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](mailto: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]

**BUYER'S ENVIRONMENTAL POLICY**

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

**BUYER'S SECURITY POLICY**

See Call-Off Schedule 9.

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

Universal Square, Devonshire Street, Manchester, M12 6JH

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]

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[REDACTED]  
Universal Square, Devonshire Street, Manchester, M12 6JH**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 ROLES**

For the purposes of Call-Off Schedule 7 (Key Supplier Staff), the Supplier shall provide the following Key Roles for this Call-Off Contract;

<b>Role</b>	<b>Detail of role</b>	<b>Name</b>	<b>Contact Details</b>	<b>Duration of Key Role</b>
Implementation Manager	Implementation manager	[REDACTED]	[REDACTED]	Implementation Period (as per Call-Off Schedule 13)
Supplier Fin Ops Lead	Technical service manager			Call-Off Contract Period
Supplier Contract Manager	Commercial service manager			Call-Off Contract Period
Supplier Account Manager	The primary point of contact for the Buyer, and the operational service manager			Call-Off Contract Period
Supplier Account Director	The senior leader, and escalation point for the Call-Off Contract			Call-Off Contract Period

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Supplier Customer Success Manager	Responsible for ensuring service continuity and reporting to the Buyer. The Customer Success Manager will also track, communicate, and recommend usage of the innovation points as further detailed in Call-Off Schedule 20 (Specification).		Call-Off Contract Period
Chief Technologist	To provide guidance and insight into partner developments, best practices, and emerging technologies that can help the Buyer improve the environment.		Call-Off Contract Period
Cloud and Enterprise Solution Architects	To host and/or attend workshops to guide cloud adoption, decision making, discuss new cloud requirements and changes to the cloud market that may impact or		Call-Off Contract Period

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	be of interest to the Buyer.			
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**KEY SUBCONTRACTOR(S)**

Microsoft Ireland Operations Limited  
Amazon Web Services, Inc and Amazon Web Services EMEA SARL  
Broadcom Inc

In the event the Buyer onboards any Additional Cloud Provider(s) during the Call-Off Contract Period, in accordance with paragraphs 1(C3) and 1(C4) of Call-Off Schedule 20 (Specification) such Onboarded Additional Cloud Providers shall be deemed to be included as Key Subcontractors.

**COMMERCIALLY SENSITIVE INFORMATION**

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

**SERVICE CREDITS**

- A. In the event that the provision of Cloud Services by a Cloud Provider and/ or the Buyer's use of Cloud Services results in a credit (including any service credit) being due from a Cloud Provider, 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 Cloud Provider.
- B. Service Credits shall accrue if the Cloud Management System does not meet the Availability Service Level, as set out in Call-Off Schedule 14 (*Service Levels*).

For the purposes of paragraph 3 of Call-Off Schedule 14 (Service Levels), a "**Critical Service Level Failure**" shall occur where the Availability of the Cloud Management System is less than 85% in Business Support Hours in the relevant Service Period.

**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).

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For and on behalf of the Supplier:	For and on behalf of the Buyer:
[Redacted Signature Area]	
Date Signed: 20/03/2025	Date Signed: 21/03/2025



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**Annex 1 – Framework Award Form Special Terms**

**Special Term 1**

Core Terms Clause 3.1.1 – add the following additional bullet point as (h);

“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.

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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:

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“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

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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**

Add the following new Clause 3.2.22:

"The Supplier warrants that the goods comply with the then applicable UK Electrical Equipment (Safety) Regulations unless otherwise requested by the Buyer."

**Special Term 15**

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 16**

Core Terms Clause 10.2.2 – 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 10.6.1 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 17**

Core Terms Clause 11.2 – amend "£5 million" to [REDACTED]

**Special Term 18**













Core Terms Clause 7.4 – Amend to read as follows "If requested, the Supplier will provide a list of Supplier Staff needing access to the Buyer's Premises"

**Special Term 19**

Core Terms Clause 24.2 – add the following additional text at the end of the Clause: *"If the Supplier needs resources other than those ordinarily used in the provision of the Service in order to complete an Impact Assessment requested by the Buyer, the Supplier must tell the Buyer before beginning the Impact Assessment. If the Buyer wants the Impact Assessment to go ahead, the Buyer shall pay any reasonable costs incurred by the Supplier in producing the Impact Assessment. To be clear, the Supplier will not be able to recover costs incurred during the Impact Assessment that the Buyer didn't agree before the Impact Assessment began."*














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**Annex 2 – Accompanying Schedules and Terms**




<b>Document Name</b>	<b>Embedded Document</b>
CCS Core Terms (version 3.0.11)	 Core Terms - CSDP Final 14 March 2025
Joint Schedule 1 (Definitions)	 Joint Schedule 1 (Definitions) CSDP F
Joint Schedule 2 (Variation Form)	 Joint Schedule 2 (Variation Form) CSI
Joint Schedule 3 (Insurance Requirements)	 Joint Schedule 3 (Insurance Requiren
Joint Schedule 4 (Commercially Sensitive Information)	 Joint Schedule 4 (CSI) CSDP Final 14 M
Joint Schedule 5 (Corporate Social Responsibility)	 Joint Schedule 5 (Social Responsibilit
Joint Schedule 6 (Key Subcontractors)	 Joint Schedule 6 (Key Subcontractors;
Joint Schedule 7 (Financial Difficulties)	 Joint Schedule 7 (Financial Difficultie
Joint Schedule 9 (Minimum Standards of Reliability)	 Joint Schedule 9 (Minimum Standard:
Joint Schedule 10 (Rectification Plan)	 Joint Schedule 10 (Rectification Plan) C
Joint Schedule 11 (Processing Data)	 Joint Schedule 11 (Processing Data) CS
Joint Schedule 12 (Supply Chain Visibility)	 Joint Schedule 12 (Supply Chain Visibi

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Call-Off Schedule 1 (Transparency Reports)	 Call-Off Schedule 1 (Transparency Reports)
Call-Off Schedule 2 (Staff Transfer)	 Call-Off Schedule 2 (Staff Transfer) CSDP
Call-Off Schedule 3 (Continuous Improvement)	 Call-Off Schedule 3 (Continuous Improvement)
Call-Off Schedule 4 (Call-Off Tender)	 Call-Off Schedule 4 (Call-Off Tender) CS
Call-Off Schedule 5 (Pricing Details)	 Call-Off Schedule 5 (Pricing Details) CSD
Call-Off Schedule 6 (ICT Services)	 Call-Off Schedule 6 (ICT Services) CSDP F
Call-Off Schedule 7 (Key Supplier Staff)	 Call-Off Schedule 7 (Key Supplier Staff) C
Call-Off Schedule 8 (Business Continuity & Disaster Recovery)	 Call-Off Schedule 8 (BCDR) CSDP Final 1
Call-Off Schedule 9 (Security)	 Call-Off Schedule 9 (Security) CSDP Final
Call-Off Schedule 10 (Exit Management)	 Call-Off Schedule 10 (Exit Management)
Call-Off Schedule 13 (Implementation Plan and Testing)	 Call-Off Schedule 13 (Implementation)
Call-Off Schedule 14 (Service Levels)	 Call-Off Schedule 14 (Service Levels) CS
Call-Off Schedule 15 (Call-Off Contract Management)	 Call-Off Schedule 15 (Contract Management)

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Call-Off Schedule 16 (Benchmarking)	 Call-Off Schedule 16 (Benchmarking) C
Call-Off Schedule 20 (Call-Off Specification)	 Call-Off Schedule 20 (Call-Off Specific:
Call-Off Schedule 21 (Digital and Data Academy)	 Call-Off Schedule 21 (Digital and Data