

- i. Head of Infrastructure Security Approves Pre-Work Order Form
 - ii. Approved form to be provided to HSCIC Procurement
 - iii. Requisition Order to be raised on Oracle
 - b. Procurement Responsibilities:
 - i. Procurement issues Work Order to the Testing Supplier
- 7. Test Scope Document to be generated
 - a. Testing Supplier Responsibilities
 - i. Test Scope Document to be drafted
 - ii. Provide to NHS Organisation and QinetiQ for Approval
 - b. NHS Organisation Responsibilities
 - i. Approve proposed Test Scope to proceed
 - c. QinetiQ Responsibilities
 - i. Approve Test Scope
- 8. Carry out Testing on agreed days
 - a. Testing Supplier Responsibilities
 - i. Test Scope Document to be generated and agreed with the NHS Organisation
 - ii. Testing to be carried out
 - b. QinetiQ Responsibilities
 - i. Provide point of escalation support to NHS Organisation and Test Supplier
 - ii. Track Testing progress and provide to HSCIC Project Team
- 9. Document findings and return to QinetiQ and participating NHS Organisation
 - a. Test Supplier Responsibilities
 - i. Create Testing Report
 - ii. Provide to NHS Organisation and QinetiQ for approval
 - b. QinetiQ Responsibilities
 - i. Approve Test Report
 - ii. Store for inclusion in Final Report
 - c. NHS Organisation Responsibilities
 - i. Approve Test Report

Your organisation has confirmed by email:

- 1) That your organisation has both the capacity and capability of undertaking CHECK/CREST Tests across England during September to November 2014.
- 2) That you have included a fixed day rate (exc VAT) of ██████ which will be used to calculate the overall cost of the testing plus reasonable expenses in line with the HSCIC Travel and Subsistence Policy
- 3) That your organisation accepts that there is no guarantee of volume or value of work as a result of being accepted onto a list of suitable suppliers.
- 4) That you provide an email address to where requests for quotes for tests can be submitted

Lot 4 Specialist 4.G4.0616.201
 Cloud Services

2. PRINCIPAL LOCATIONS

2.1 Principal locations where the services are being performed

NHS Healthcare Organisations across England. The Locations will be confirmed within Appendix 2 - Supplier Test Allocation Form and Appendix 3 - Pre-Work Order

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3. STANDARDS

3.1 Quality Standards

CREST/CHECK Accredited

3.2 Technical Standards

CREST/CHECK Accredited

4. ONBOARDING

4.1 On-boarding

Details will be confirmed within Appendix 2 - Supplier Test Allocation Form and Appendix 3 - Pre-Work Order

5. CUSTOMER RESPONSIBILITIES

5.1 Customer's Responsibilities

All Testing Suppliers who respond to this Supplier Test Allocation Form must be able to give us complete assurance that they have suitably accredited Testers available on the dates chosen below:

5.2 Customer's equipment

N/A

6. PAYMENT

6.1 Payment profile and method of payment

The Supplier who is selected to conduct a test will be notified by the HSCIC Procurement Team by email which will state the offer details of the test to be conducted and the agreed fixed cost. All offers will be under the terms and conditions of this call-off agreement.

The Supplier must email their confirmed acceptance of this offer within one working day of issue of the offer by the HSCIC Procurement Team.

On receipt by the HSCIC Procurement Team of the Supplier acceptance of the offer, a Purchase Order number will be raised. Each separate Test will have a separate Purchase Order number

The Customer shall pay to the Supplier the Charges on completion of the deliverables in respect of the Services.

The payment method will be through a Purchase Order which is the document issued by the Customer which reflects the agreed Charges set out in this Call-Off Agreement. Any terms and conditions set forth in this Call-Off

Agreement are incorporated by reference into the applicable Purchase Order.

The Call-Off Agreement shall remain in force for the period specified in Section 1.2. The Customer reserves the right to extend this Call-Off Agreement by amendment to the Purchase Order or the issue of an additional Purchase Order for the provision of the Services as identified within this Call-Off Agreement, subject always to the prior written agreement of the Parties.

The Supplier may render an invoice for each delivered instalment, in accordance with the Payment Schedule set out below. For the purposes of Clause CO-13.2 of the Call-Off Terms, the Customer shall pay each valid invoice submitted in accordance with this Section 6.1 by bank transfer to a bank account nominated by the Supplier within

Indicate preferred payment profile by selecting one from:

6.1.1 Payment on completion of deliverables as set out in the Appendix 3 - Pre-Work Order in line with the agreed daily rate and reasonable expenses.

6.2 Invoice format

The Supplier shall issue paper invoices on completion of the deliverables in Appendix 3 - Pre-Work Order. An invoice shall be rendered on the Supplier's own invoice form to the Customer clearly marked with the Customer's address and the order number. The Customer shall pay the Supplier within [thirty (30) calendar days] of receipt of a valid invoice, submitted in accordance with this paragraph 6.2 the payment profile set out in paragraph 6.1 above and the provisions of this Call-Off Agreement.

7. DISPUTE RESOLUTION

7.1 Level of Representative to whom disputes should be escalated to:

James Wood (Head of Infrastructure Security) - james.wood2@hscic.gov.uk

The Supplier will ensure that all disputes, delays or concerns are relayed through the appropriate escalation point as they occur. The Customer will act as an arbitrator to these disputes.

7.2 Mediation Provider

Centre for Effective Dispute Resolution.

8. LIABILITY

Subject to the provisions of Clause CO 11 'Liability' of the Call-Off Agreement:

8.1 The annual aggregate liability of either Party for all defaults resulting in direct loss of or damage to the property of the other Party (including technical infrastructure, assets, equipment or IPR but excluding any loss or damage to the Customer Data or Customer Personal Data) under or in connection with this Call-Off Agreement shall in no event exceed **£1million**.

8.3 The annual aggregate liability under this Call-Off Agreement of either Party for all defaults shall in no event exceed the greater of **one hundred and twenty five per cent (125%)** per cent of the Charges payable by the Customer to the Supplier **during the Call-Off Agreement Period.**

9. INSURANCE