

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

Part A

Order Form Template

CALL-OFF REFERENCE:	C103281
THE BUYER:	NHS England
BUYER ADDRESS	Quarry House, Quarry Hill, Leeds, LS2 7UE
THE SUPPLIER:	NEC Software Solutions UK Limited
SUPPLIER ADDRESS:	1st Floor, iMex Centre, 575-599 Maxted Road, Hemel Hempstead, Hertfordshire HP2 7DX
REGISTRATION NUMBER:	Company Number 968498
DUNS NUMBER:	21-750-3127
SID4GOV ID:	209109
SUPPLIER REF NUMBER:	CRM number 135555 FWA5745

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and is dated the date upon which the last party signs this Order Form as set out below.

It's issued under the Framework Contract with the reference number RM3821 for the provision of Data and Applications Solutions.

CALL-OFF LOT(S):

Lot 3b

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, Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM3821

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Project Version: V1

Framework Schedule 6 (Order Form **COMMERCIAL IN CONFIDENCE Template and Call-Off Schedules)**
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Joint Schedule 1 -
Definitions V1 clean.d

3. The following Schedules in equal order of precedence:

- Joint Schedules for framework reference number RM3821

- Joint Schedule 2 (Variation Form)



Joint Schedule 2 -
Variation Form V1.doc

- Joint Schedule 3 (Insurance Requirements)



Joint Schedule 3 -
Insurance Requiremer

- Joint Schedule 10 (Rectification Plan)



Joint Schedule 10 -
Rectification Plan V1.c

- Joint Schedule 11 (Processing Data)



Joint Schedule 11 -
Processing Data V1.doc

- Call-Off Schedules for C103281

- Call-Off Schedule 1 (Transparency Reports)



Call-Off Schedule 1
Transparency Report

- Call-Off Schedule 2 (Staff Transfer) – Part C and E only apply



Call-Off Schedule 2 -
Staff Transfer V1.doc

- o Call-Off Schedule 6 (ICT Services)



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e%206%20ICT%20Se

4. CCS Core Terms (version 3. 0.3)



Core_Terms_v.3.0.3.d
ocx

5. Joint Schedule 5 (Corporate Social Responsibility) RM3821

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Joint Schedule 5 -
Corporate Social Resp

6. Call-Off Schedule 21 (Supplier-Furnished Terms)



Call-Off Schedule 21
Supplier Terms V1.do

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:

Not applicable

CALL-OFF START DATE: 01.01.2023
CALL-OFF EXPIRY DATE: 30.09.2025
CALL-OFF INITIAL PERIOD: 3 Years
CALL-OFF EXTENSION PERIOD: Two periods of one Year

CALL-OFF DELIVERABLES

1. NEC Cloud Services

Infrastructure

The Infrastructure comprises:

Cloud - Platform			
System	Type	Concurrent End-Users	Storage (Gb)
S4H/S4N/Blood Spot	Live Environments	1890	64000
S4H/S4N/Blood Spot	Non-Production Environments	630	

The following software shall be hosted:

- **NEC Software (Application Software)**
 - Newborn Screening Management
- **Third Party Software (Application Software)**
 - Business Objects

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- o Integrated Solution Ltd - Failsafe

Network

If the Customer does not have a fixed communications link, NEC shall connect the NEC system to the Customer network using an IPSEC VPN.

If the Customer has a fixed communications link, NEC shall connect the NEC System in the NEC Premises to the Customer network as shown in the following table:

Customer Premises	NEC Premises	Bandwidth
[N3/NSCN]	NEC Primary Data Centre	100 Mbps
[N3/HSCN]	NEC Secondary Data Centre	100 Mbps

Disaster Recovery

As set out in Schedule 21 (Supplier Furnished Terms).

2. Software Licences

Software	Version Number	Licence Term	
		Start Date	End Date
<u>NEC Software:</u> Newborn Screening Management	N/A	01.01.2023	30.09.2025
<u>Third Party Software:</u> Business Objects Integrated Solution Ltd – Failsafe	N/A	01.01.2023	30.09.2025

3. Support & Maintenance Services

Support and maintenance to be provided for the duration of the Initial Period and any Extension Period for the NEC Software and Third Party Software listed below.

NEC Software		
Core Product	Module	Sub Module
Health	Newborn Screening Management (including NEMS)	Newborn Screening Management Licence

Third Party Software		
Core Product	Module	Sub Module

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Health	Screening	Business Objects
Health	Screening	Integrated Solution Ltd - Failsafe

4. Implementation[and Onboarding] Services

N/A

A description of each of the Deliverables listed above are set out below:



1291 - Lot 3b -
Newborn Hearing S

Each of the above products and services shall, regardless of any other provision in the Call Off Contract, be provided in accordance with and subject to the provisions of the above Service Definition.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms, save that the words "no more than the greater of £5 million or" are deleted.

CALL-OFF CHARGES (excluding VAT)

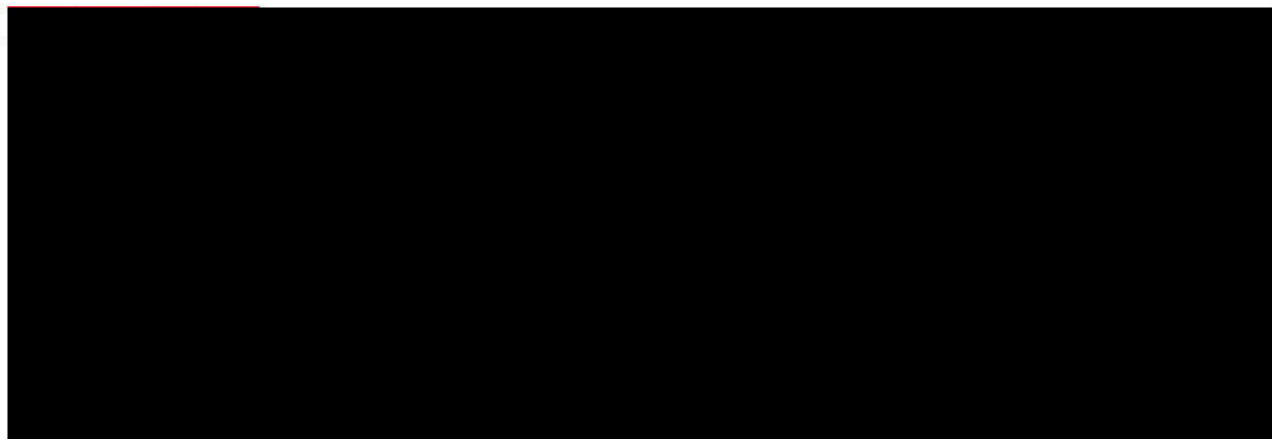
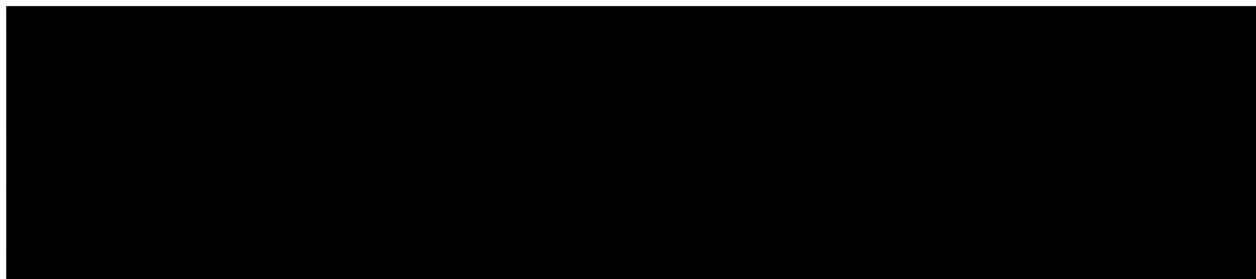
The Charges for the Deliverables comprise:


- i. Project Document Charges ("**Project Document Charges**" means the charges calculated in accordance with paragraph 2 below)
- ii. Development Charges ("**Development Charges**" means in respect of any Year, the amount specified as the Development Fund for that Year as set out in the table below and "**Supplementary Fund**" means in respect of any Year, the amount specified as the Supplementary Fund for that Year as set out in the table at paragraph 1.1 below)
- iii. Third Party Charges ("**Third Party Charges**" means software licence and/or service charges payable to a third party in relation to the development of a Release which are calculated in accordance with paragraph 3 below. For the avoidance of doubt, Third Party Charges shall not include amounts payable by the Supplier to third parties in relation to the Managed Service ("**Managed Service**" is as set out in the Service Definition);
- iv. Service Charges ("**Service Charges**" means the charges set out in paragraph 4 below).

1. Development Charges

- 1.1 The Development Fund and Supplementary Fund for each Year shall be as follows:

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- 1.2 During each Year in accordance with this paragraph 3 the Buyer the option to make available to the Supplier the Development Fund applicable to the then current Year as set out in the table at paragraph 1.1.
- 1.3 Not used.
- 1.4 Where the Buyer makes available the Development Fund, the Buyer shall allocate the Development Fund each Year in accordance with the following rules:
 - 1.4.1 the parties shall agree the terms of each Project Document having regard to available amount of the Development Fund which has not then been allocated;
 - 1.4.2 whilst it is anticipated that the Buyer will allocate all of the Development Fund each Year, if, at the end of Year 1, any Development Fund has not been allocated by the Buyer the Buyer may allocate to a future Year;
 - 1.4.3 as described above whilst it is anticipated that the Buyer will allocate all of the 
 - 1.4.4 as described above whilst it is anticipated that the Buyer will allocate all of the Development Fund each Year, the Buyer may allocate Development fund to any other agreements in effect from time to time between the Buyer and the Supplier in respect of bespoke application development services relating to the Screening Services but excluding this Call-Off Contract ("**Other Contracts**");
 - 1.4.5 the allocation of the Development Fund in a Year shall not oblige the Buyer to make payment of the Development Charges except in accordance with the terms of each Project Document or paragraph 1.9;
 - 1.4.6 The Supplier will not invoice the Buyer for any payment from the Development Fund in either year of the contract unless the Buyer has agreed to the expenditure through a Project Document.
- 1.5 In agreeing each Project Document the parties shall agree a proportion of the Development Fund which shall be allocated to each relevant Project Document.

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- 1.6 At any time the Buyer shall be entitled to give not less than six (6) months' notice that it requires that the Development Fund for Year 3 to be reduced to zero and there shall be no requirement to allocate the Development Fund.
- 1.7 The Supplier shall, as appropriate, submit to the Buyer within five (5) Working Days of the end of Year a statement of its calculation of the difference ("**Shortfall**") between (i) the applicable Development Fund for the applicable previous Year and (ii) the value of the Project Document and the amount of the Development Fund allocated in accordance with each of paragraph 1.2 above (for such previous Year), aggregated with the value of amounts allocated pursuant to paragraphs 1.4.2, 1.4.3 and 1.4.4 (to Other Contracts) and the value of any sums allocated pursuant to paragraph 3.3 ("**the Yearly Reconciliation**").
- 1.8 The Buyer shall notify the Supplier as soon as reasonably practicable but in any event within seven (7) days of receipt of the Yearly Reconciliation (or such other period as may be agreed between the parties in writing) whether or not it accepts the figures contained in such Yearly Reconciliation.
- 1.9 If the Buyer accepts all of the figures contained in the Yearly Reconciliation, then figures for that Year shall be recorded in writing between the parties, as agreed. The Supplier shall raise an invoice to the Buyer for the Shortfall detailed in the agreed Yearly Reconciliation.
- 1.10 If the Buyer does not accept the figures contained in any such Yearly Reconciliation:
 - 1.10.1 such non-acceptance shall include a letter (the "Non-Acceptance Letter") from the Buyer giving its reasons for not accepting such Yearly Reconciliation; and
 - 1.10.2 the Buyer and Supplier shall procure that a management meeting shall be held as soon as practicable in the calendar month after the receipt by the Buyer of a Yearly Reconciliation. At that management meeting the parties shall use all reasonable endeavours to agree the form of each Yearly Reconciliation and shall discuss objections raised in order to reach agreement upon such adjustments (if any) to the Yearly Reconciliation as are acceptable to both parties
- 1.11 If the Buyer and the Supplier are unable to resolve all objections raised as provided in paragraph 1.10 above within fourteen (14) days of receipt by the Supplier of the Non-Acceptance Letter then the matters in dispute shall be resolved in accordance with the procedures more particularly described in the Dispute Resolution Procedure described in clause 34 of the Core Terms.
- 1.12 For the avoidance of doubt the Supplementary Fund is an optional additional amount which may be allocated at the discretion of the Buyer.

2. Project Document Charges

- 2.1 Each Project Document shall specify the number of Project Days which shall be used to deliver the requirements specified therein and the corresponding total charge calculated based on the Day Rate. Accordingly the parties agree that an individual fixed price shall be applicable in respect of the design, build, implementation and test of each Release(s) described in each agreed Project Document and which shall be calculated by reference to the Day Rate. In agreeing each Project Document pursuant to paragraph 1.5 above the parties shall also agree a proportion of the Development Fund which shall be allocated to each relevant Project Document.
- 2.2 Not used.
- 2.3 The Project Document Charges shall be invoiced by the Supplier in accordance with the terms of the applicable Project Document. It is anticipated that the Project Document Charges will generally be invoiced on delivery of agreed milestones.

3. Third Party Charges


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- 3.1 Pursuant to the terms of agreed Project Documents the parties may agree that the CUSTOMER shall pay certain Third Party Charges. The SERVICE PROVIDER shall provide such reasonable information as the CUSTOMER shall require in relation to such costs and how the same have been incurred in order to assist the CUSTOMER to identify the level of risk associated with the procurement of such third party software or services and to determine the most appropriate method of procuring the same.
- 3.2 Charges for Microsoft licences shall be recharged to the CUSTOMER on a pass through as is basis without the addition of pricing uplift, mark up or other form of additional margin of the SERVICE PROVIDER but for the avoidance of doubt, the CUSTOMER agrees to pay the full amount of any increases to the Charges for Microsoft licences incurred by the SERVICE PROVIDER including but not limited to inflationary increases.
- 3.3 
- 3.4 At the CUSTOMER'S option, the value of such third party costs (including the applicable uplift calculated in accordance with this paragraph 5) may be deducted from the Development Fund for the applicable Year and constitute an "allocation" of that portion of the Development Fund for the purposes of paragraph 3 above.

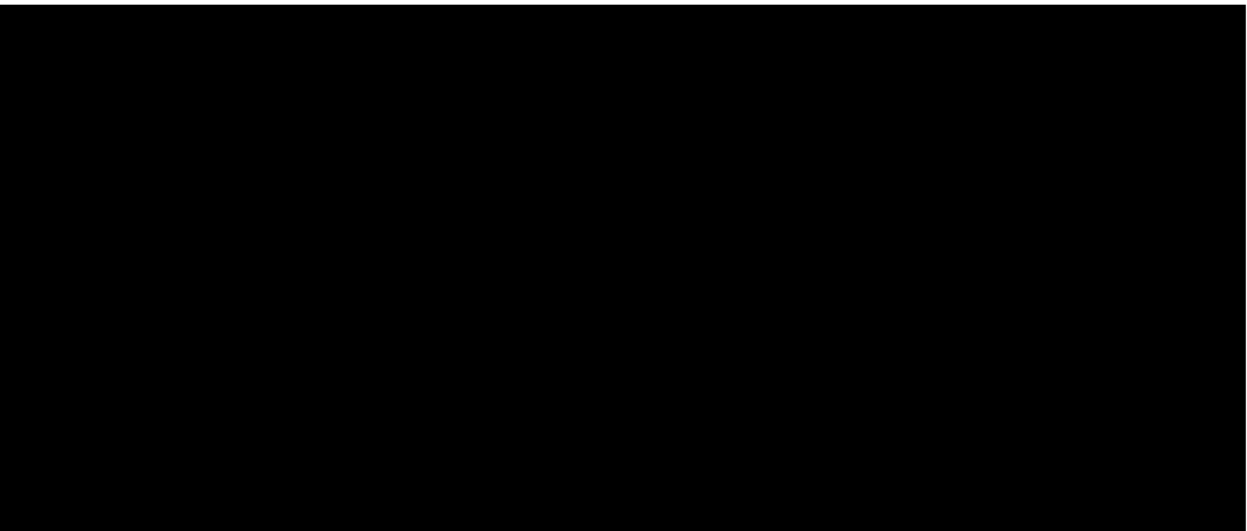
4. Service Charges

4.1



- 4.2 The Service Charges shall be invoiced quarterly in advance above.

5. Day Rates



For clarity, the Charges set out in this Call Off Contract assume that TUPE will not apply on commencement of service delivery. Regardless of any other provision of the Call-Off Contract, the

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Supplier may adjust its Charges to reflect any additional costs incurred (or to be incurred) if any employees unexpectedly transfer to the Supplier.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 5 and 6 in Framework Schedule 3 (Framework Prices).

The Charges will not be impacted by any change to the Framework Prices.

REIMBURSABLE EXPENSES

Recoverable.

PAYMENT METHOD

Payment of all charges shall be made by electronic or automated payment systems only, such as Faster Payment, BACS, Direct Debit, CHAPS and/or SWIFT. The use of an alternative payment method is subject to the Supplier's prior written agreement and the Supplier reserves the right to pass on to the Buyer any additional costs it incurs in respect of such alternative payment method.

Upon placing the order, the Buyer shall immediately provide the Supplier with the applicable PO number and shall make the PO out to NEC SOFTWARE SOLUTIONS UK LIMITED and quote the NEC Reference at the top of page 1 above. POs should be emailed to enquiries@necsws.com If the Supplier does not receive the PO, the Supplier shall have the right to validly raise invoice(s) against the order in accordance with the payment terms set out herein.

Without prejudice to the Supplier's other rights under the Call Off Agreement, if any payment from the Buyer under the Call Off Agreement is overdue, the Supplier may temporarily suspend the provision of the Services until such time as payment is received in full.

BUYER'S INVOICE ADDRESS:

NHS ENGLAND - X24 PAYABLES
PHOENIX HOUSE
TOPCLIFFE LANE
WAKEFIELD
WF3 1WE
UNITED KINGDOM

BUYER'S AUTHORISED REPRESENTATIVE:

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Not applicable

BUYER'S SECURITY POLICY

Not applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

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SUPPLIER’S CONTRACT MANAGER

[Redacted]

PROGRESS REPORT FREQUENCY

Not applicable

PROGRESS MEETING FREQUENCY

Not applicable

KEY STAFF

Not applicable

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable

GUARANTEE

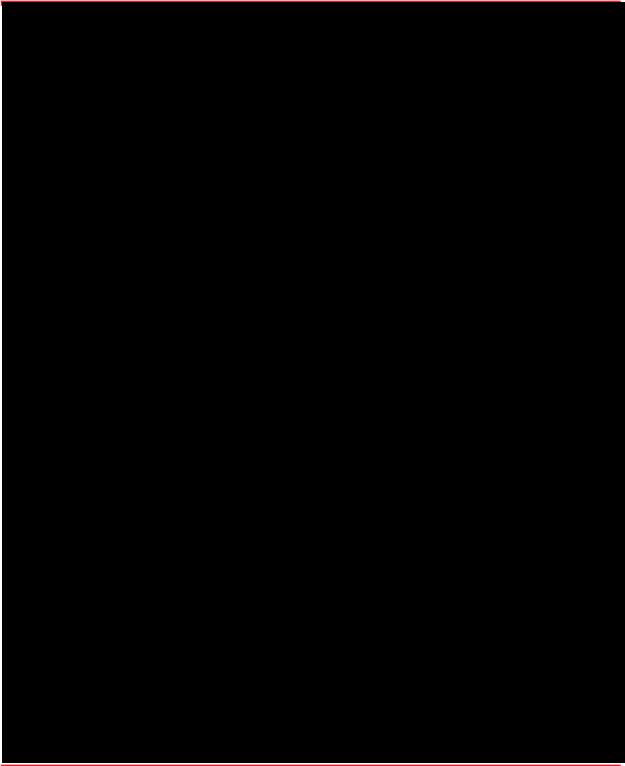
Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

MINIMUM PERIOD OF NOTICE FOR NO FAULT TERMINATION

Minimum period of notice is 90 days to expire at the end of the Initial Period



Part B

Call-Off Schedules

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 5 (Corporate Social Responsibility)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing of Data)
- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer) – part C and E only apply
- Call-Off Schedule 6 (ICT Services)
- Call-Off Schedule 21 (Supplier Furnished Terms)

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