

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

## Order Form

CALL-OFF REFERENCE: prj\_4849

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

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

THE SUPPLIER: Softcat Plc

SUPPLIER ADDRESS: Solar House, Fieldhouse Lane, Marlow, SL7 1LW

REGISTRATION NUMBER: 02174990

DUNS NUMBER: 397333253

SID4GOV ID: Not Confirmed

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1st March 2021.

It's 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 4 (Commercially Sensitive Information)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for prj\_4849
  - Call-Off Schedule 4 (Call-Off Tender)
  - Call-Off Schedule 20 (Call-Off Specification)
- 4. CCS Core Terms (version 3.0.6)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM6068

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) in the event of any other cyber security requirements relating to the Services being identified, the Supplier will be informed by the Buyer in order to agree and apply the change through a Contract Variation Notice;

##### 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)**

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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, for the duration of the subscription term, a non-exclusive, royalty-free, irrevocable, non-transferable worldwide licence to use the Supplier's Existing IPR to enable it to:

- receive and use the Deliverables

### 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:	1 <sup>st</sup> April 2021
CALL-OFF EXPIRY DATE:	31 <sup>st</sup> March 2024
CALL-OFF INITIAL PERIOD:	36 Months
CALL-OFF OPTIONAL EXTENSION PERIOD	Up to 24 months, in increments of up to 12 months

#### CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

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### LOCATION FOR DELIVERY

Electronic Confirmations to be sent to the Buyer's Authorised Representative.  
Any physical delivery is to be agreed between the Buyer and Supplier separately.

### DATES FOR DELIVERY OF THE DELIVERABLES

Software Licensing to be delivered prior to Implementation, of which is to be agreed between the Buyer and Supplier following signature of this Call-Off Contract.

### TESTING OF DELIVERABLES

None

### WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be for the duration of this Call-Off Contract.

### MAXIMUM LIABILITY

The Supplier will not be liable (a) for any indirect, consequential, incidental or special damages or (b) per Contract Year for aggregate direct damages in excess of the greater of (i) the Estimated Year Charges set forth below or (ii) the total Charges paid to Supplier during the 12-month period preceding the claim in question.

The Supplier agrees that nothing in this Order Form and this paragraph 'Maximum Liability' shall be interpreted as limiting the Suppliers liability under clauses 7.5, 8.3, 9.5, 12.2 or 14.8 as set out in clause 11.5 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£174,655.00** (excluding VAT)

The Estimated Year 2 Charges used to calculate liability in the second Contract Year is £349,310.00

The Estimated Year 3 Charges used to calculate liability in the third Contract Year is £349,310.00

### CALL-OFF CHARGES

	Product	DBUs	Immuta List Price	Discount from List	Annual Subscription Fee (inc. Mark-ups)	Term (Years)	Total Fees
Year 1	Immuta Premium - Databricks						
	Enterprise Support (optional)						
							<b>Year 1 Total Costs</b>
							<b>£174,655.00</b>

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Year 2	Immuta Premium - Databricks									
	Enterprise Support (optional)									
									<b>Year 2 Total Costs</b>	<b>£349,310.00</b>
Year 3	Immuta Premium - Databricks									
	Enterprise Support (optional)									
									<b>Year 3 Total Costs</b>	<b>£349,310.00</b>

In the event of DBU (DataBricks Unit) consumption exceeding the above volumes and/or the Buyer’s platform growing beyond what the above licensing supports, the Buyer may purchase further licensing and support under this Call-Off Contract.

While the Buyer does not expect that the volume of DBUs consumed would exceed 6,000,000 within a single year of the Contract Term, there is no specified limit as to what volume of additional licensing and support the Buyer may purchase under this Call-Off Contract.

The costs for additional licensing and support shall remain in-line with the above pricing matrix. However, where a significant increase is required, alternative discounts and pricing may be applied on the basis of the volume of growth, value alignment and the required level of support.

Any additional expenditure through this Call-Off Contract shall be agreed between the Buyer and Supplier by way of a Variation Note, subject to the Buyer’s Internal Governance processes.

In addition to the above licensing and support costs, the Buyer may purchase the following licence at any time over the term of the Call-Off Contract.

Product Description	Unit of Measure	Unit Cost
Oracle Connector	Per Licence	

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**

Supplier to be paid via BACS following receipt of a correct invoice within 30 calendar days. Refer to “Buyer’s Invoice Address” for guidance regarding billing.

Framework Ref: RM6068

Project Version: v0.1

Model Version: v3.2

**BUYER'S INVOICE 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).

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) and 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.

**BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

**BUYER'S ENVIRONMENTAL POLICY**

Buyer's Sustainability Plan Available online at <https://digital.nhs.uk/about-nhs-digital/corporate-information-and-documents/sustainable-development-management-plan-summary-report-2017-2020>

**BUYER'S SECURITY POLICY**

NHS Digital - Contract and Supplier Security Policy (v1.0 – 22/05/2017) available online at <https://policytool.hscic.gov.uk/UserHome/Policies/PolicyView.aspx?c=37>

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]

**PROGRESS REPORT FREQUENCY**

Not Used

**PROGRESS MEETING FREQUENCY**

Not Used

**KEY STAFF**

Not Used

**KEY SUBCONTRACTOR(S)**

Not Used

**COMMERCIALLY SENSITIVE INFORMATION**

Contact details for Supplier Staff and Breakdown of Costs.

**SERVICE CREDITS**

Not Used

**ADDITIONAL INSURANCES**

Not Applicable

**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, provided that Buyer remains responsible for the use of the software by such parties.
  - 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

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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.]

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