

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

CALL-OFF REFERENCE:	C298589
THE BUYER:	NHS England
BUYER ADDRESS	7-8 Wellington Place, Leeds, LS1 4AP
SUPPLIER REFERENCE	006Qv000007oKp8
THE SUPPLIER:	Exponential-e Limited
SUPPLIER ADDRESS:	100 Leman Street, London, E1 8EU
REGISTRATION NUMBER:	04499567
DUNS NUMBER:	64-096-1145
SID4GOV ID:	Not Applicable

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 26th July 2024.

It's issued under the Framework Contract with the reference number RM6116 for the provision of Network Services.

CALL-OFF LOT(S):
1a

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) RM6116
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6116
 - Joint Schedule 2 (Variation Form)

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- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for RM6116
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6116
- 7. Call-Off schedule 25 (Supplier Operational Terms)

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 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;
- b) such requirements as are identified by the Buyer in its Security Policy (if applicable); and
- c) any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from time to time, to be agreed and implemented into the Call-Off Contract via a Variation Note;

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.

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Special Term 3: **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: **1st August 2024**

CALL-OFF EXPIRY DATE: **31st July 2025**

CALL-OFF INITIAL PERIOD: **12 Months**

CALL-OFF OPTIONAL EXTENSION PERIOD **Up to a maximum of 24 months**

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION
Ninety (90) days

CATALOGUE SERVICE OFFER REFERENCE
RM6116-Exponential-e-Lot 1a-Cloud-Connects-SO042

CALL-OFF DELIVERABLES VIA DIRECT AWARD

Site	Quantity	Description	Required by Date
Non-Site	1	[REDACTED] x 5 Days	To be agreed between the parties

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Non-Site	1	Cloud Connect Exchange – Slough – MS Azure	To be agreed between the parties
Non-Site	1	Cloud Connect Exchange – Docklands – MS Azure	To be agreed between the parties
Non-Site	1	Cloud Connect Exchange – Slough – AWS	To be agreed between the parties
Non-Site	1	Cloud Connect Exchange – Docklands – AWS	To be agreed between the parties
Digital Realty Sovereign House (E14 9SD)	1	Smart Wires Cross Connect – Digital Realty Fibre Cross Connect	To be agreed between the parties
Digital Realty Sovereign House (E14 9SD)	1	1Gbps Port including SFP	To be agreed between the parties
Digital Realty Sovereign House (E14 9SD)	1	1Gbps Bandwidth	To be agreed between the parties
Digital Realty Sovereign House (E14 9SD)	1	Smart Wires Cross Connect – Digital Realty Fibre Cross Connect	To be agreed between the parties
Digital Realty Sovereign House (E14 9SD)	1	10Gbps Port including SFP	To be agreed between the parties
Digital Realty Sovereign House (E14 9SD)	1	10Gbps Bandwidth	To be agreed between the parties
Digital Realty Sovereign House (E14 9SD)	1	1Gbps Bandwidth	To be agreed between the parties
Exponential-e DC, ARK Cody Park, Farnborough GU14 0LH	1	Smart Wires CPE Managed Router EX4300 (Dual PSU)	To be agreed between the parties
Exponential-e DC, ARK Cody Park, Farnborough GU14 0LH	1	Smart Wires CPE – Juniper EX 10Gbp SFP Single Mode	To be agreed between the parties
Exponential-e DC, ARK Cody Park, Farnborough GU14 0LH	1	Smart Wires CPE – Juniper EX 10Gbp SFP Single Mode	To be agreed between the parties

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Exponential-e DC, ARK Cody Park, Farnborough GU14 0LH	1	Smart Wires CPE Managed Router EX4300 (Dual PSU)	To be agreed between the parties
Exponential-e DC, ARK Cody Park, Farnborough GU14 0LH	1	Smart Wires CPE – Juniper EX 10Gbp SFP Single Mode	To be agreed between the parties
Exponential-e DC, ARK Cody Park, Farnborough GU14 0LH	1	Smart Wires CPE – Juniper EX 10Gbp SFP Single Mode	To be agreed between the parties
Exponential-e DC, ARK Cody Park, Farnborough GU14 0LH	1	EDD ADVA XG116 Pro Inc Rack Mount Kit (Dual PSU)	To be agreed between the parties
Exponential-e DC, ARK Cody Park, Farnborough GU14 0LH	1	10Gbps Port including SFP	To be agreed between the parties
Exponential-e DC, ARK Cody Park, Farnborough GU14 0LH	1	EDD ADVA XG116 Pro Inc Rack Mount Kit (Dual PSU)	To be agreed between the parties
Exponential-e DC, ARK Cody Park, Farnborough GU14 0LH	1	10Gbps Port including SFP	To be agreed between the parties
Equinix LD5 Slough, SL1 4AX	1	Smart Wires Fibre Cross Connect	To be agreed between the parties
Equinix LD5 Slough, SL1 4AX	1	1Gbps Port including SFP	To be agreed between the parties
Equinix LD5 Slough, SL1 4AX	1	1Gbps Bandwidth	To be agreed between the parties
Equinix LD5 Slough, SL1 4AX	1	Smart Wires Fibre Cross Connect	To be agreed between the parties
Equinix LD5 Slough, SL1 4AX	1	10Gbps Port including SFP	To be agreed between the parties
Equinix LD5 Slough, SL1 4AX	1	1Gbps Bandwidth	To be agreed between the parties
Exponential-e DC, ARK Spring Park, Corsham, SN13 9GB	1	Managed Router EX4300 Dual PSU	To be agreed between the parties

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Exponential-e DC, ARK Spring Park, Corsham, SN13 9GB	1	Juniper EX 10Gbps SFP Single Mode	To be agreed between the parties
Exponential-e DC, ARK Spring Park, Corsham, SN13 9GB	1	Juniper EX 10Gbps SFP Single Mode	To be agreed between the parties
Exponential-e DC, ARK Spring Park, Corsham, SN13 9GB	1	Managed Router EX4300 Dual PSU	To be agreed between the parties
Exponential-e DC, ARK Spring Park, Corsham, SN13 9GB	1	Juniper EX 10Gbps SFP Single Mode	To be agreed between the parties
Exponential-e DC, ARK Spring Park, Corsham, SN13 9GB	1	Juniper EX 10Gbps SFP Single Mode	To be agreed between the parties
Exponential-e DC, ARK Spring Park, Corsham, SN13 9GB	1	1Gbps Bandwidth	To be agreed between the parties
Exponential-e DC, ARK Spring Park, Corsham, SN13 9GB	1	1Gbps Bandwidth	To be agreed between the parties
Exponential-e DC, ARK Spring Park, Corsham, SN13 9GB	1	1Gbps Bandwidth	To be agreed between the parties
Exponential-e DC, ARK Spring Park, Corsham, SN13 9GB	1	10Gbps Port including SFP	To be agreed between the parties
Exponential-e DC, ARK Spring Park, Corsham, SN13 9GB	1	10Gbps Port including SFP	To be agreed between the parties
Exponential-e DC, ARK Spring Park, Corsham, SN13 9GB	1	ADVA XG116Pro inc Rack Mount Kit (Dual PSU)	To be agreed between the parties
Exponential-e DC, ARK Spring Park, Corsham, SN13 9GB	1	ADVA XG116Pro inc Rack Mount Kit (Dual PSU)	To be agreed between the parties

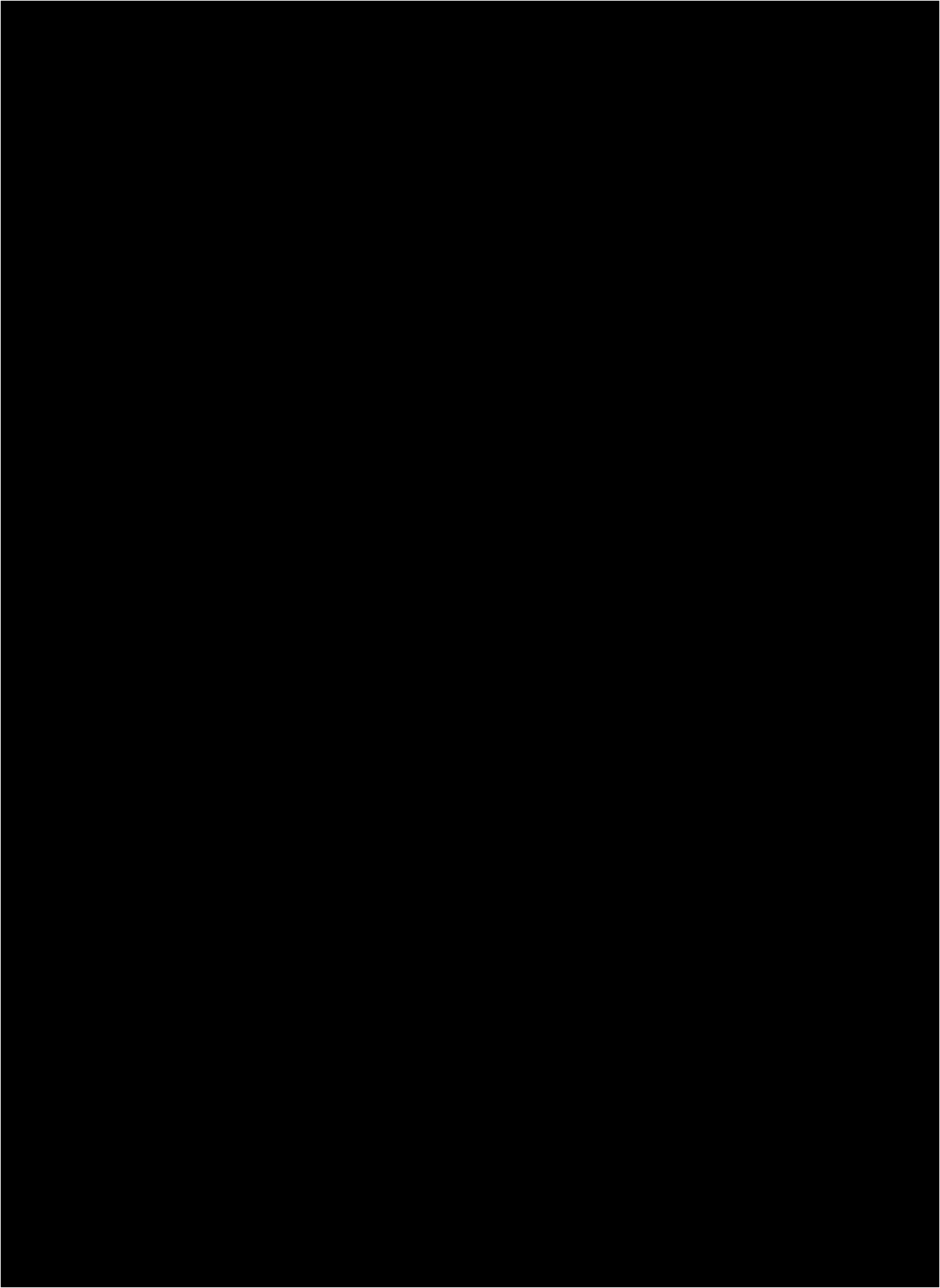
MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

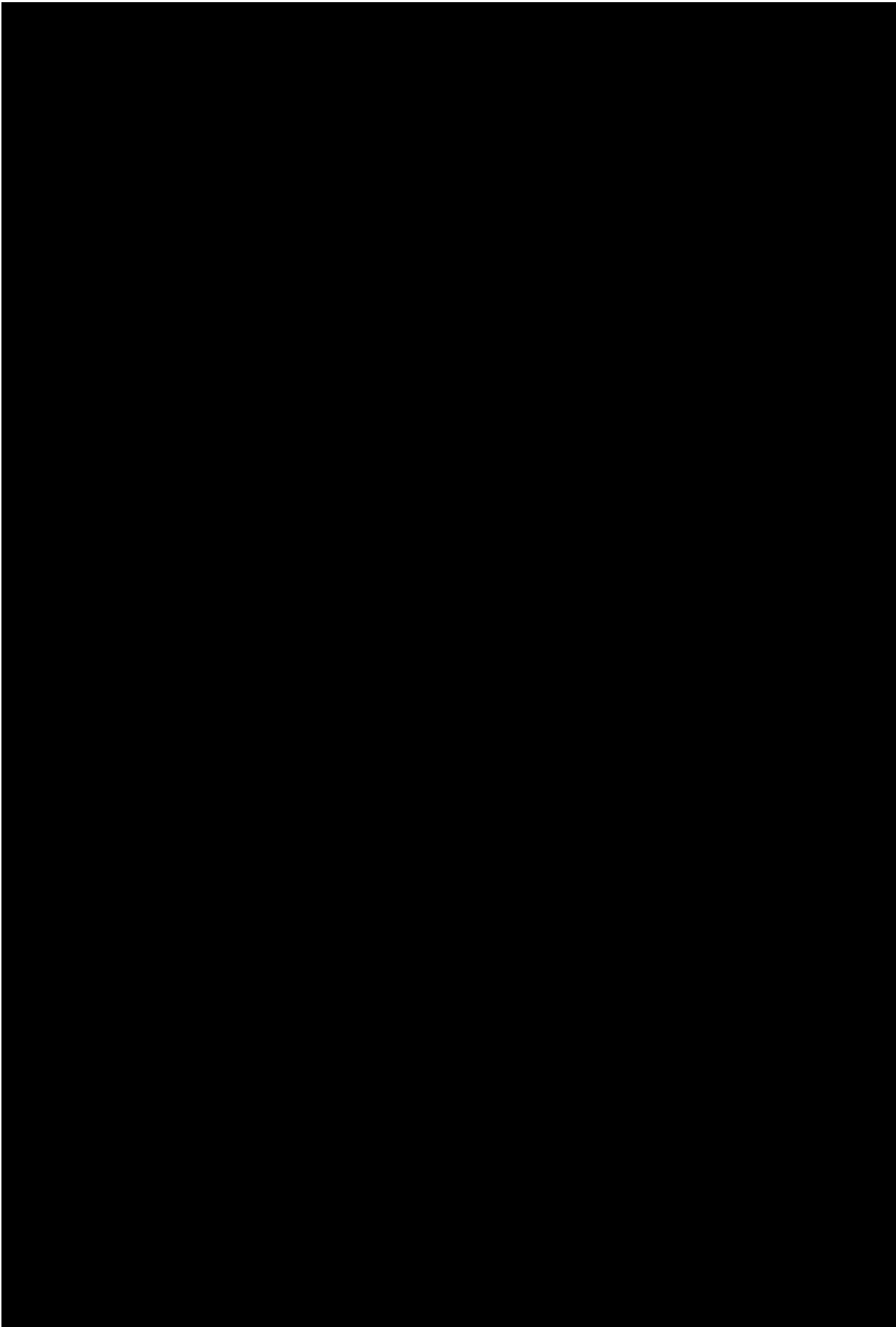
The Estimated Year 1 Charges used to calculate liability in the first Contract Year is [REDACTED]

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CALL-OFF CHARGES

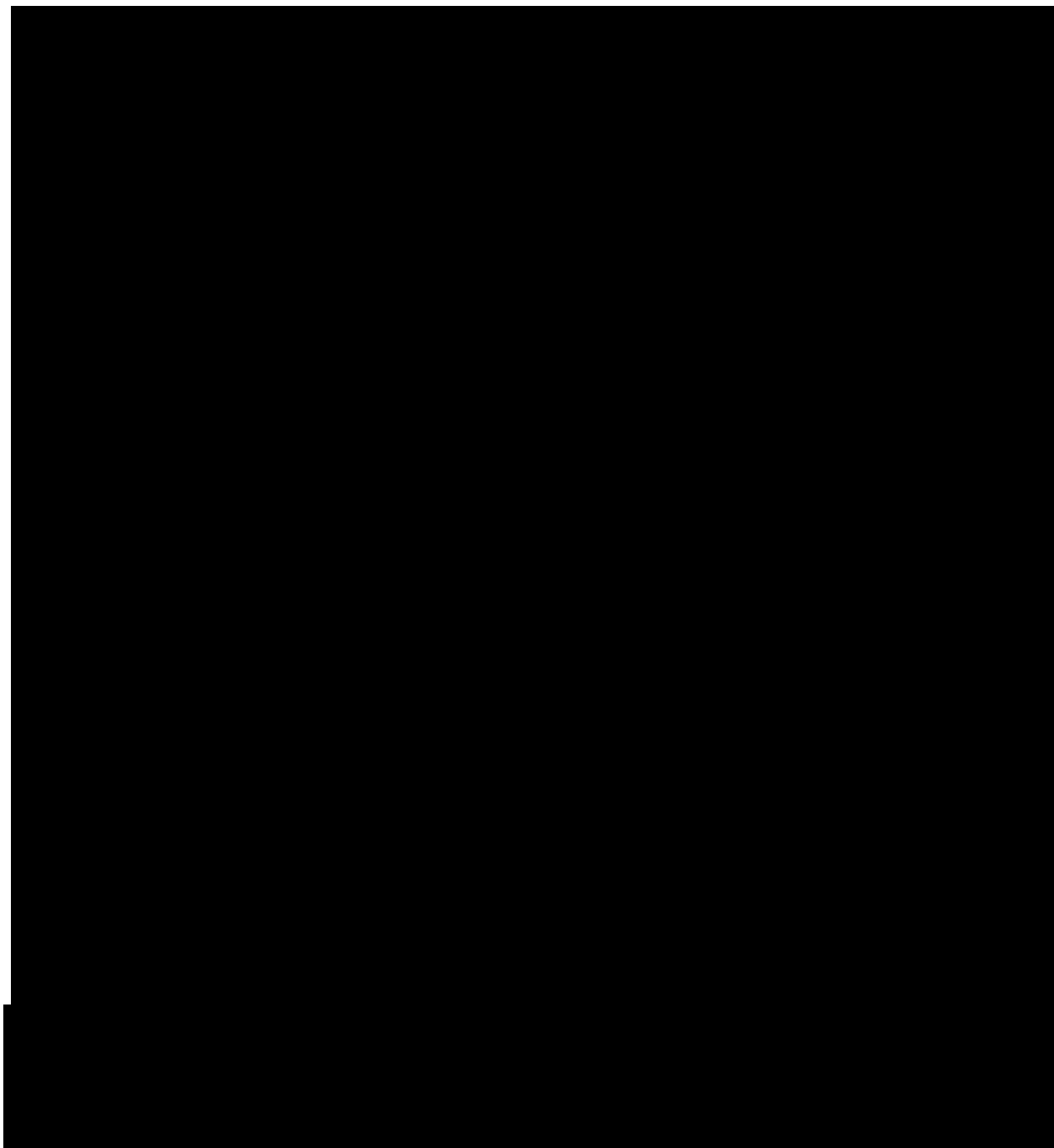


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REIMBURSABLE EXPENSES

Not applicable

PAYMENT METHOD

Payment to be made via BACS. Refer to “Buyer’s Invoice Address” for further details regarding billing.

BUYER’S INVOICE ADDRESS:

Any queries regarding outstanding payments should be directed to NHS England’s Accounts Payable section by email at financialaccounts@nhs.net

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Invoices should clearly quote the purchase order number, be addressed to NHS England, X24 Payables K005, PO Box 312, LEEDS LS11 1HP and be sent as a PDF attachment by email to the following email address; 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.

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

100 Leman Street, London E1 8EU

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

100 Leman Street, London E1 8EU

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

100 Leman Street, London, E1 8EU

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Call Off Charges Section of this order form, and the associated Service Offer

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: 35% of the Charges in the first twelve (12) months.

The Service Period is: one Month.

ADDITIONAL INSURANCES

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Not applicable














GUARANTEE
Not applicable

SOCIAL VALUE COMMITMENT
Not applicable

For and on behalf of the Supplier:	For and on behalf of the Buyer:
[REDACTED]	
Date Signed: 26/07/2024	Date Signed: 26 July 2024

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Annex 1: Applicable Call-Off Schedules

Document Name	Embedded Document
Joint Schedule 1(Definitions and Interpretation) RM6116	 RM6116-Joint-Schedule-1-Definitions-vFin
Joint Schedule 2 (Variation Form)	 RM6116-Joint-Schedule-2-Variation-Form
Joint Schedule 3 (Insurance Requirements)	 RM6116-Joint-Schedule-3-Insurance-Requ
Joint Schedule 4 (Commercially Sensitive Information)	 RM6116-Joint-Schedule-4-Commercially-S
Joint Schedule 6 (Key Subcontractors)	 RM6116-Joint-Schedule-6-Key-Subcontrac
Joint Schedule 10 (Rectification Plan)	 RM6116-Joint-Schedule-10-Rectification-P
Joint Schedule 11 (Processing Data)	 RM6116-Joint-Schedule-11-Processing-Da
Call-Off Schedule 1 (Transparency Reports)	 RM6116-Call-Off-Schedule-1-Transparenc
Call-Off Schedule 2 (Staff Transfer)	 RM6116-Call-Off-Schedule-2-Staff-Transf
Call-Off Schedule 3 (Continuous Improvement)	 RM6116-Call-Off-Schedule-3-Continuous
CCS Core Terms (version 3.0.11)	 RM6116-NS3-Core-terms-v3.0.11.pdf
Joint Schedule 5 (Corporate Social Responsibility) RM6116	 RM6116-Joint-Schedule-5-Corporate-Soci
Call-Off schedule 25 (Supplier Operational Terms) - Includes Service Offer details	 RM6116-Call-Off-Schedule-25-Supplier-C