

# Order Form

## Part A

CALL-OFF REFERENCE: C21731

THE BUYER: The Secretary of State for Health and Social Care,  
acting as part of the Crown through the  
Department of Health and Social Care

BUYER ADDRESS 39 Victoria Street  
Westminster  
London  
SW1H 0EU

THE SUPPLIER: Hitachi Solutions Europe Ltd

SUPPLIER ADDRESS: 11<sup>th</sup> Floor  
Tower 42  
25 Old Broad Street  
London EC2N 1HQ

REGISTRATION NUMBER: 04924233

DUNS NUMBER: 736646378

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 25<sup>th</sup> January 2021.

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

CALL-OFF LOT(S): 1a Resource Planning & Management Solutions including  
Financial & Commercial

## CALL-OFF INCORPORATED TERMS

The following documents (in each case, as appended to or embedded in this Order Form) 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 (if any) Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM3821
3. The following Schedules in equal order of precedence:
  - Joint Schedules for framework reference number RM3821
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for C21731
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 6 (ICT Services)
4. CCS Core Terms (as set out in Part B of this Order Form).
5. Joint Schedule 5 (Corporate Social Responsibility) RM3821

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

Standards required beyond those in Framework Schedule 1

- The Supplier shall (when designing, implementing and delivering the Services) adopt the applicable elements of HM Government's Technology Code of Practice as documented at <https://www.gov.uk/service-manual/technology/code-of-practice.html>.
- Security requirements for third-party service suppliers as required by Cyber Essentials as defined at <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>

The following Special Terms are incorporated into this Call-Off Contract:

- The Buyer shall comply with the responsibilities and obligations set out in the following 'Buyer Responsibilities Schedule':



Schedule - Buyer  
Responsibilities (FINAL)

For the purposes of the Call Off Contract, the Supplier Affiliates shall be deemed to include the following (as updated by agreement between the Parties from time to time):

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

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<b>Name</b>	<b>Registration Number</b>	<b>Registered Office Address</b>
Hitachi Solutions Europe AG	Charlottenburg HRB 90811B	Taentzienstraße 9-12, 10789 Berlin, Deutschland
Hitachi Solutions Germany GmbH	Nürnberg HRB 12105	Tullnaustraße 20, 90402 Nürnberg, Deutschland
Hitachi Solutions India Pvt Ltd	U72200TN2001PTC122050	DLF IT Park, 10th Floor, Block-5, 1/124 Shivaji Garden, Nandampakkam Post, Mt. Poonamalle Road, Manapakkam, Chennai - 600089 Tamil Nadu SEZ India
Arquiconsult - Sistemas de Informação, S.A	505187299	Av.Comendador Ferreira de Matos 793 - 1º, Sala C1 4450-125 MATOSINHOS, Porto, 1 , Portugal

CALL-OFF START DATE: 1 February 2021

CALL-OFF EXPIRY DATE: 31 January 2023

CALL-OFF INITIAL PERIOD: 2 Years with option to extend for 2 further periods of up to 1 year each

**CALL-OFF DELIVERABLES & SCOPE OF SERVICES**

- Software Support & Maintenance: as set out in the following Managed Services Schedule:



DHSC Managed  
Services Schedule (FIN)

- Implementation Services: as set out in the following Implementation Services Specification:



Implementation  
Services Specification.

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

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### MAXIMUM LIABILITY

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

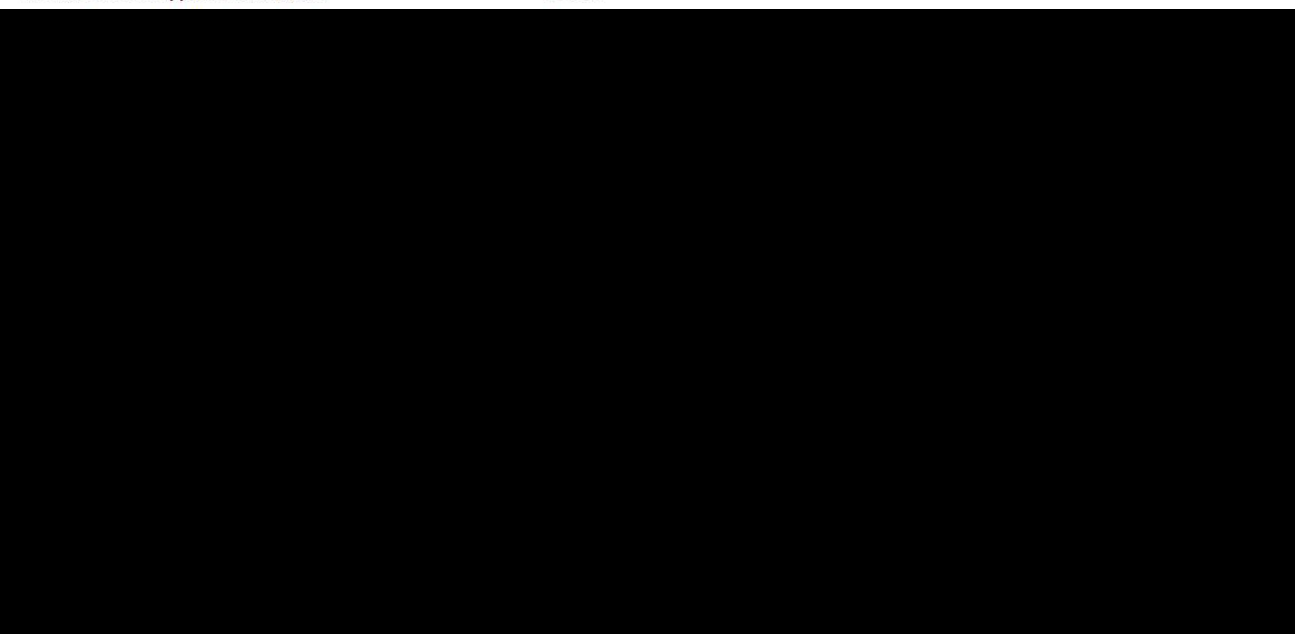
The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £5 million (exclusive of all VAT or other applicable sales, use, excise and other taxes).

### CALL-OFF CHARGES

- Software Support & Maintenance: detailed within the Managed Services Schedule embedded above.
- Implementation Services: in accordance with the SFIA Rate Card below

RM3821 Data and Application Solutions

LOT 1a



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 save where otherwise stated in the Call Off Contract.

### REIMBURSABLE EXPENSES

Recoverable as stated in the Framework Contract but already incorporated into the SFIA Rate Card



DHSC

Travel-and-Expenses-

#### PAYMENT METHOD

BACS Transfer paid monthly in arrears based on net 30-day terms

Supplier's account: such bank account of the Supplier as is nominated in writing by it to the Buyer from time to time

#### BUYER'S INVOICE ADDRESS:

Invoices should be emailed electronically to [mb\\_paymentqueries@dhsc.gov.uk](mailto:mb_paymentqueries@dhsc.gov.uk)

Accounts Payable  
39 Victoria Street  
1st Floor south  
Westminster  
SW1H 0EU

#### BUYER'S AUTHORISED REPRESENTATIVE

Bob Armstrong  
Head of Technology Services  
Bob.Armstrong@dhsc.gov.uk  
1W Quarry House, Quarry Hill, Leeds, LS2 7UE

#### BUYER'S ENVIRONMENTAL POLICY

<https://www.gov.uk/government/publications/environment-bill-2020/30-january-2020-environment-bill-2020-policy-statement>

#### BUYER'S SECURITY POLICY



DHSC-IT

Acceptable-Use-Policy

A new version of the Security Policy is imminent and will be shared by the Buyer with the Supplier for the Supplier's review and acceptance in early 2021

#### SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

#### SUPPLIER'S CONTRACT MANAGER

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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

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**PROGRESS REPORT FREQUENCY**

Concurrent with monthly board meetings, as set out in the Governance Schedule (once agreed by the Parties).

**PROGRESS MEETING FREQUENCY**

As set out in the Governance Schedule (once agreed by the Parties).

**KEY STAFF**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**KEY SUBCONTRACTOR(S)**

None

**COMMERCIALLY SENSITIVE INFORMATION**

No.	Date	Item(s)	Duration of Confidentiality
1.	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED]
■	[REDACTED] [REDACTED]	Supplier's Consensus [REDACTED] [REDACTED] "Essentials")	[REDACTED]
■	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]
■	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]

**SERVICE CREDITS**

As set out in the Managed Services Schedule embedded above.

The Service Credit Cap is as set out in the Managed Services Schedule.

The Service Period is one Month.

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

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**GUARANTEE**

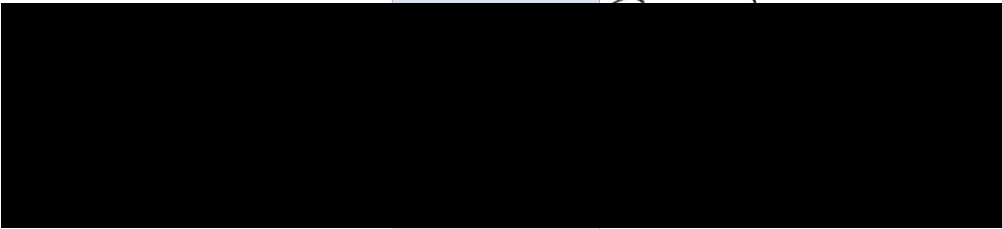
Not applicable

**SOCIAL VALUE COMMITMENT**

Not applicable

**MINIMUM PERIOD OF NOTICE FOR NO\_FAULT TERMINATION**

90 days

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:			
Name:			
Role:			
Date:	25/01/2021	Date:	25/01/2021

## **Part B**

### **Core Terms**



Core Terms - Hitachi  
(FINAL).docx

### **Call-Off Schedules**

#### **Call-Off Schedule 2 (Staff Transfer)**



Staff Transfer  
Schedule (FINAL).docx

#### **Call-Off Schedule 6 (ICT Services)**



Call-Off Schedule 6 -  
ICT Services V1 (FINAL)

#### **Joint Schedule 1 (Definitions)**



Joint Schedule 1 -  
Definitions V1 FINAL (

#### **Joint Schedule 2 (Variation Form)**



Joint Schedule 2 -  
Variation Form V1.doc

#### **Joint Schedule 3 (Insurance Requirements)**



Joint Schedule 3 -  
Insurance Requiremer



## Joint Schedule 5 (Corporate Social Responsibility)



Joint%20Schedule%205%20-%20Corporate

## Joint Schedule 10 (Rectification Plan)



Joint Schedule 10 -  
Rectification Plan V1.d

## Joint Schedule 11 (Processing of Data)



Joint Schedule 11 -  
Processing Data (FINA