

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

Order Form

CALL-OFF REFERENCE: C293553

THE BUYER: NHS England

BUYER ADDRESS 7-8 Wellington Place, Leeds, LS1 4AP

THE SUPPLIER: Softcat plc

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

REGISTRATION NUMBER: 02174990

DUNS NUMBER: 39-733-3253

SID4GOV ID: 02174990

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 17/07/24.

It's issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Service.

CALL-OFF LOT(S):

Lot 3 Software

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) RM6098
3. Framework Special Terms

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4. The following Schedules in equal order of precedence:
- Joint Schedules for RM6098
 - Joint Schedule 2 (Variation Form)
 - 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 RM6098
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services) excluding Annexes A to E
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Rectification Plan)
 - Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
6. Joint Schedule 5 (Corporate Social Responsibility) RM6098
7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.
8. Annexes A to E to Call-Off Schedule 6 (ICT Services).

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

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- 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;

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 Part B of Call-Off Schedule 9 (Security) shall apply to this Order Form.

Special Term 3: Intellectual Property Rights (IPRs)

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 a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to:
- receive and use the Deliverables
 - make use of the deliverables provided by a Replacement Supplier
 - develop and provide products and services to third parties

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

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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.

Special Term 5: AUP attached as "Call-Off Schedule 6 - Annex B" to Software Support Terms. Such AUP shall be the COTS Software licence for the purposes of Paragraph 9.3 of Call-Off Schedule 6.

Supplier is responsible for [REDACTED] acts and omissions as if they were its own.

CALL-OFF START DATE: 24/07/2024

CALL-OFF EXPIRY DATE: 23/07/2029

CALL-OFF INITIAL PERIOD: 3 Years

CALL-OFF OPTIONAL EXTENSION PERIOD: +1+1

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION 90 days

CALL-OFF DELIVERABLES

Option A: Intel Exchange – Threat Intelligence Management Platform and Collaborate – 2-way situational awareness platform. Forming [REDACTED] ISAC offering for NHSE CSOC Threat Intelligence Sharing Platform project, which is provided to meet the Buyer's Statement of Requirements in the Call-Off Tender.

LOCATION FOR DELIVERY

Hosted during the term by [REDACTED] in Availability Zone AWS London, UK - Service Level Silver+ HA, as such location may further be described in the Call-Off Tender (confirmations as below to be emailed to: [REDACTED])

DATES FOR DELIVERY

Option A: Electronic confirmations to be delivered within one week of the purchase order being issued to the Supplier.

TESTING OF DELIVERABLES

Option A: None

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be as per the term of this Call Off Contract

MAXIMUM LIABILITY

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

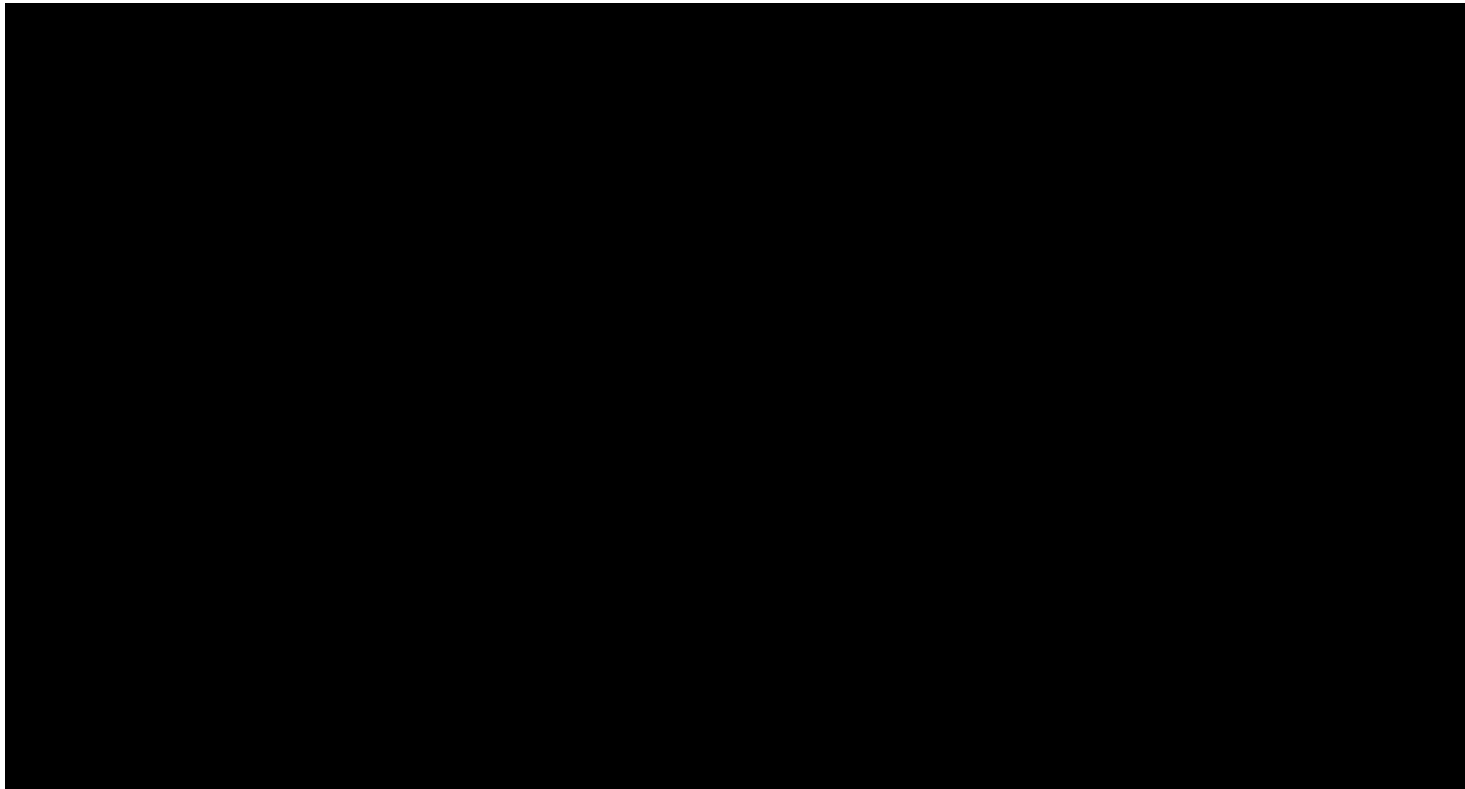
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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

[REDACTED]

CALL-OFF CHARGES



The Supplier shall issue an electronic invoice for the Initial Term upfront in advance.

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

Payment to be made via BACS following the receipt of a correct and undisputed invoice. Refer to "Buyer's Invoice Address" for instructions regarding invoicing.

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]

BUYER'S ENVIRONMENTAL POLICY

NHS England Social Value Charter available online at: [NHS England Social value charter](#)

&

NHS England's [Sustainable development management plan: summary report](#)

BUYER'S SECURITY POLICY

Please refer to the requirements in Schedule 9 Part B.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Softcat plc, Universal Square, Devonshire Street, Manchester, M12 6JH

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Softcat plc, Universal Square, Devonshire Street, Manchester, M12 6JH

PROGRESS REPORT FREQUENCY

Not Applicable

PROGRESS MEETING FREQUENCY

Not Applicable

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

[REDACTED]

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COMMERCIALLY SENSITIVE INFORMATION

Without prejudice to the Buyer's obligation to disclose Information in accordance with FOIA or CCS Core Terms Clause 16.2(b) (Freedom of Information Act request), the Supplier will, acting reasonably, seek to request to apply the relevant exemption set out in the FOIA legislation to the following Information:

Any detail around pricing or commercial models - In Perpetuity
Any detail around Supplier facilities, personnel or resources - In Perpetuity
Any detail around Supplier business processes - In Perpetuity
Any detail around Supplier business IT systems employed - In Perpetuity
Any detail around our named sub-contracting partners - In Perpetuity
Any reference to 3rd parties such as clients, vendors and partners - In Perpetuity

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

**BUYER CORE GOODS AND/OR SERVICES REQUIREMENTS -
Goods and/or Services**

The Buyer's requirements shall be as set out in the Buyer's Statement of Requirements in the Call-Off Tender.

- 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 individual contractors working as part of NHSE's internal teams. The Buyer's requirements in respect of internal and third party user access to the software and sharing of content are as set out in the Buyer's Statement of Requirements in the Call-Off Tender.
 - 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

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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, which is AWS London UK for this Call-Off Contract.
- 1.4 Any software licenced to the Buyer on an end users basis shall permit the transfer from one user to another user, free of charge provided that the Supplier 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 health or care 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.]













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For and on behalf of the Supplier:	For and on behalf of the Buyer:
[REDACTED]	
Date Signed: 17 July 2024	Date Signed: 30 July 2024



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Annex 1: Core Terms and Applicable Call-Off and Joint Schedules

Document Name	Embedded Document
CCS Core Terms	 RM6098 Core terms v3.0.11.pdf
Joint Schedule 1 (Definitions and Interpretation)	 RM6098 Joint Schedule 1 - Definitio
Joint Schedule 2 (Variation Form)	 RM6098 Joint Schedule 2 - Variator
Joint Schedule 3 (Insurance Requirements)	 RM6098 Joint Schedule 3 - Insuranc
Joint Schedule 4 (Commercially Sensitive Information)	 RM6098-Joint-Sched ule-4-Commercially-Si
Joint Schedule 5 (Corporate Social Responsibility)	 RM6098 Joint Schedule 5 - Corporat
Joint Schedule 10 (Rectification Plan)	 RM6098 Joint Schedule 10 - Rectific
Joint Schedule 11 (Processing Data)	 RM6098 Joint Schedule 11 - Process
Call-Off Schedule 4 (Call-Off Tender)	 ITT .docx
Call-Off Schedule 5 (Pricing Details)	 Softcat Cost Model - C249150.pdf
Call-Off Schedule 6 (ICT Services) (including applicable third-party terms (AUP) for [REDACTED] inserted at Annex B to Schedule 6)	 Call-Off Schedule 6 - ICT Services v2.0 RM6
Call-Off Schedule 9 (Security)	 Call-Off Schedule 9 - Security v1.0 RM6098

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Call-Off Schedule 10 (Rectification Plan)	 Joint Schedule 10 - Rectification Plan v.1.0
Call-Off Schedule 20 (Call-Off Specification)	 Requirements Catalogue.xlsx