

CSMS_BJSS Delivery Contract

Order Form

REFERENCE:	C212627
THE BUYER:	NHS England
BUYER ADDRESS	7 and 8 Wellington Place, Leeds, LS1 4AP
THE SUPPLIER:	BJSS Limited
SUPPLIER ADDRESS:	1 Whitehall Quay, Leeds, England, LS1 4HR
REGISTRATION NUMBER:	02777575

DATE OF ISSUE:	05 September 2023
START DATE:	01 October 2023
ACTUAL SERVICES COMMENCEMENT DATE:	01 October 2023
EXPIRY DATE:	31 May 2024
INITIAL PERIOD:	8 months
EXTENSION PERIOD:	3 months
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	1 months
CONTRACT VALUE INITIAL PERIOD (excl. VAT):	Up to £6,000,000 GBP Six million

ANNEXES TO THIS ORDER FORM

The following Annexes form part of this Health Order Form.

Annex	Title
Annex 1	Buyer's Mandatory Policies
Annex 2	Key Subcontractors
Annex 3	Applicable Standards

This Order Form is for the provision of the Deliverables and is dated as of the Date of Issue.

Defined terms used in this Order Form shall be interpreted in accordance with Schedule 1 (Definitions), as updated by Annex 3 of this Order Form (Special Terms).

ORDER OF PRECEDENCE

In the event that any documents conflict, the following order of precedence applies. Documents listed at lower numbers in this list shall take precedence over documents listed with higher numbers:

1. This Order Form including the Order Form Annexes.
2. Schedule 20 – Specification
3. Schedule 3 (Health Additional Call-Off Terms)
4. Core Terms
5. Schedules 1 (Definitions), 11 (Variation Form) , 12 (Insurance Requirements), 17 (Commercially Sensitive Information), 19 (Corporate Social Responsibility), and 22 (Key Sub-Contractors)] in that order;
6. All remaining Schedules in the order in which they appear

Save as specifically agreed in this Health Order Form no Supplier terms form part of this Contract.

For the avoidance of doubt any variation to this Contract shall be in accordance with Clause 23 of the Core Terms.

SERVICE PROVISION(S):

The detailed requirements to be provided by the Supplier from the commencement date of the Contract are documented within Schedule 20 (Specification). The Buyer may require additional associated services during the Term of the Contract which will be agreed by the Parties via the Variation procedure.

Unless otherwise agreed between the Parties, the baseline standards by which all Services shall be delivered by the Supplier are outlined in Order form Annex 3
Applicable Standards

DELIVERABLES

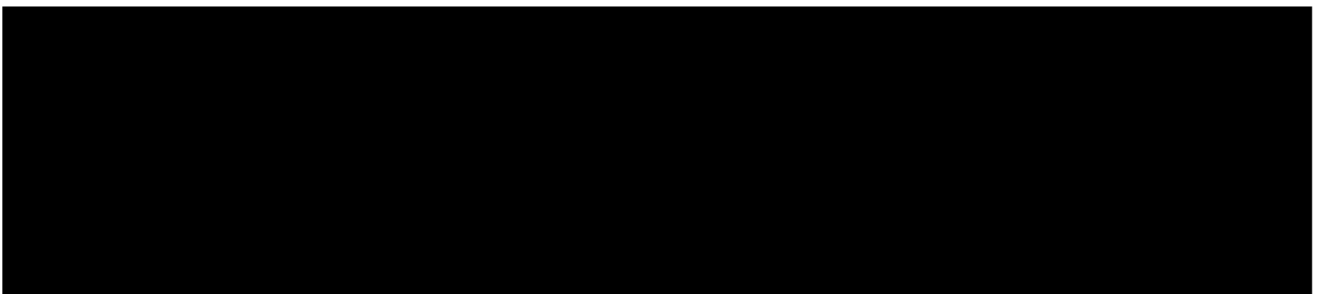
The Deliverables shall be as documented in Schedule 20 (Specification).

The Supplier will not make available or provide any Supplier Existing IPRs or Third Party IPRs as part of the Deliverables.

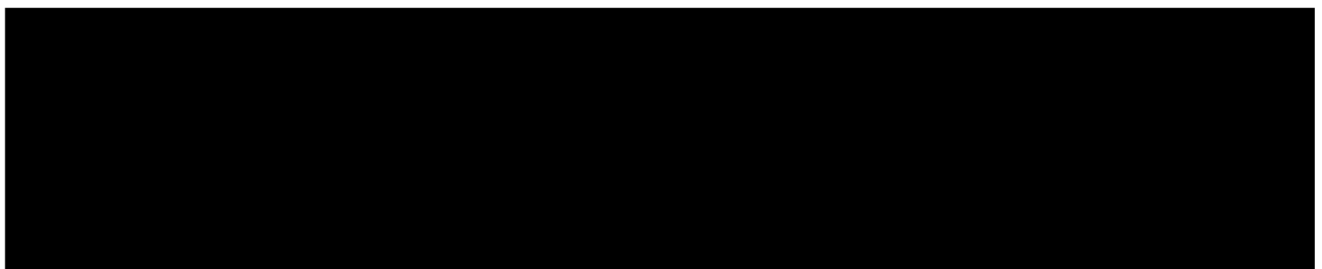
The Supplier will not make available or provide any Supplier or 3rd party COTS Software as part of the Deliverables without the prior written consent of the Buyer.

In the event that the Authority requests to license Supplier or Third Party COTS Software from or via the Supplier such arrangements will be specifically agreed in writing.

MAXIMUM LIABILITY



CHARGES



REIMBURSABLE EXPENSES

The Charges includes all Supplier expenses related to delivering the Services specified in Schedule 20 and there shall be no Reimbursable Expenses.

PAYMENT METHOD

Payments shall be made in accordance with Paragraph 7 of Schedule 15 (Contract Management).

BUYER'S INVOICE ADDRESS

Name	NHS England
Email address	sbs.apinvoicing@nhs.net
Address	NHS England, X24 Payables K005, PO Box 312, Leeds, LS11 1HP
Invoicing Information	<p>Any queries regarding outstanding payments should be directed to NHS England Accounts Payable section by email at financialaccounts@nhs.net.</p> <p>Invoices should clearly quote the purchase order number, be addressed to the above address and be sent as a PDF attachment by email to the following email address sbs.apinvoicing@nhs.net (one invoice per PDF)</p> <p>Emails must not exceed 10Mb and quote 'X24 Invoice Scanning' in subject line. Alternatively invoices can be sent via post to the above address.</p>

BUYER'S AUTHORISED REPRESENTATIVE

Name	
Role	
Phone	
Email address	
Address	

SUPPLIER'S AUTHORISED REPRESENTATIVE

Name	
Role	
Phone	
Email address	
Address	

SUPPLIER'S MARKETING CONTACT

Name	
Role	
Phone	
Email address	
Address	

STANDARDS REQUIREMENTS

From the Start Date of this Contract, the Supplier shall comply with the current relevant Standards as set out in Annex 3 (Applicable Standards) of this Order Form.

BUYER'S MANDATORY POLICIES

The Buyer does not currently have a stand-alone Environmental Policy.

The Supplier shall (and shall ensure the Supplier's employees, contractors and subcontractors shall) comply with the Buyer's mandatory policies detailed in the table at Annex 1(Mandatory Policies) of this Order Form and as updated from time to time.

In the event of a difference between any Buyer's policy and Supplier's policy (or their Subcontractor's, policy), the Supplier agrees that the Buyer's policy shall take precedence, save where otherwise agreed in the table below.

The following Supplier's policy shall take precedence over the following Buyer's policies	
Buyer's Policy Title	Supplier's Policy Title
N/A	N/A

SUPPLIER'S AUTHORISED REPRESENTATIVE

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SUPPLIER'S CONTRACT MANAGER

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SOCIAL VALUE COMMITMENT

Schedule 19 (Corporate Social Responsibility)

The Supplier agrees, in providing the Deliverables and performing its obligations under the Contract, that it will comply with the social value commitments in Schedule 19 (Corporate Social Responsibility).

KEY SUBCONTRACTOR(S)

Schedule 22 (Key Subcontractors).

The Key Subcontractors are as set out in Annex 2 (Key Subcontractors) of this Order Form.

GRANT OF THIRD PARTY RIGHTS TO CONTROLLERS

Schedule 11 (Processing Data)

The named third-party public-sector Controllers detailed in Schedule 21 (Processing Personal Data) of this Order Form will not be granted CRTPA rights in relation to the Supplier's compliance with the Data Protection Legislation.	<input checked="" type="checkbox"/>
The named third-party public-sector Controllers detailed in Schedule 21 (Processing Personal Data) of this Order Form will be granted CRTPA rights in relation to the Supplier's compliance with the Data Protection Legislation.	<input type="checkbox"/>

MAINTENANCE OF DATA PROTECTION RECORDS *Schedule 21 (Processing Data)*

The Processor shall maintain complete and accurate records and information to demonstrate its compliance with Schedule 21 (Processing Data)

TRANSPARENCY REPORTS

Schedule 6 (Transparency Reports)

The following transparency reports shall apply to the Contract.

Title	Content	Format	Frequency
Performance Report	Summary of Services provided and items for discussion for each month	MS Word or Excel or Powerpoint	Monthly
Key Subcontractors and supply chain governance	Key Sub-Contractors utilised in the contract, including proportion Contract Charges spent with sub-contractors	MS Word or Excel	Quarterly, when requested by the Buyer
Delivery Board Report	Supplier update on progress, risks, issues	MS Powerpoint	Bi-weekly
Release Report	Delivery status of Epics within the release highlighting Epics at risk	Excel	Weekly
Resource plans	Names of resources required to support continued access to Buyer systems	MS Word or Excel	On reasonable request of the Buyer

STAFF TRANSFER***Schedule 2 (Staff Transfer)***

The Parties expectations as to the application of TUPE as at the agreement of this Health Order Form is set out below. In the unlikely event that TUPE does apply contrary to the expectation of the Parties, then Schedule 2 (Staff Transfer) shall be deemed to apply notwithstanding the expectation of the parties set out below. In such an event, the Parties agree to co-operate with each other, applying the terms of Schedule 2 (Staff Transfer), to plan and execute TUPE arrangements.

Parties joint understanding as to the application of TUPE	Applies?	Interpretation
There is a Staff Transfer from Buyer on entry (1 st generation)	<input type="checkbox"/>	If Yes, Part A of Schedule 2 shall apply.
There is a Staff Transfer from former / incumbent supplier on entry (2 nd generation)	<input type="checkbox"/>	If Yes, Part B of Schedule 2 shall apply.
There is both a 1 st and 2 nd generation Staff Transfer on entry.	<input type="checkbox"/>	If Yes, both Part A and Part B of Schedule 2 shall apply.
<u>Pensions</u> - The following pensions shall apply to the Staff Transfer:	<input type="checkbox"/>	D1 (CSPS)
	<input type="checkbox"/>	D2 (NHSPS)
	<input type="checkbox"/>	D3 (LGPS)
	<input type="checkbox"/>	D4 Other Schemes (specify which ones)
	<input type="checkbox"/>	Not Applicable
There is no Staff Transfer (either 1 st or 2 nd generation) at the Start Date.	<input checked="" type="checkbox"/>	Part C of Schedule 2 shall apply.
Part E of Schedule 2 (Dealing with Staff Transfer on exit) shall apply to this Contract.		

OFFSHORE WORKING

Non-UK Suppliers or Subcontractors are not acceptable for completion of the Deliverables.

KEY STAFF***Schedule 7 (Key Supplier Staff)***

The key staff applicable for this Contract are listed below:

Name	Role
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BUSINESS CONTINUITY AND DISASTER RECOVERY

Schedule 8 (Business Continuity and Disaster Recovery)

The minimum frequency of review of the BCDR Plan (and subsequent submission of the “Review Report” to the Buyer, as laid out under paragraph 6 of Schedule 8 (Reviewing and changing the BCDR Plan) shall be amended as follows:

The minimum frequency of review of the BCDR Plan by the Supplier shall be:	3 calendar Months
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BUYER’S SECURITY REQUIREMENTS

Schedule 9 (Security)

From the Start Date, the Supplier shall comply with the security requirements set out in Schedule 9 (Security) (including, for the avoidance of doubt, its Annexes 1, 2 3 and 4).

IMPLEMENTATION AND TRANSITION

The Supplier shall comply with the provisions at Schedule 13 (Implementation Plan and Testing).

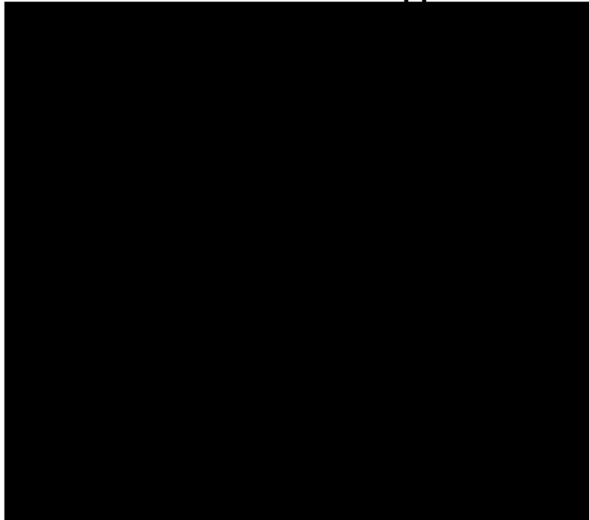
Transition Period and Plan

The Parties agree a Transition Plan is Required:	<input checked="" type="checkbox"/>
The Transition Plan forms part of the overall Implementation Plan. The Parties agree the Transition Period shall be for the following period:	2 Month period

See Schedule 13 (Implementation Plan and Testing) paragraph 8.2

Signatures below:

For and on behalf of the Supplier:

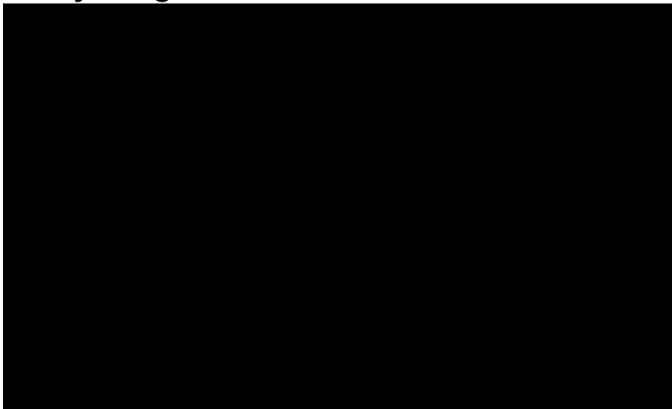


For and on behalf of the Buyer:

Buyer signatory name:

Buyer signatory email:

Buyer Signature:



Order Form Annex 1 Buyer's Mandatory Policies

Buyer's Mandatory Policies Table:

Note the policies below apply as may be updated from time to time

Universal Policies (Policies that apply to all employees in all circumstances)	Contacto In-scope	Contacto Out of-scope	External Supplier	Temporary Staff	Work Package Outcomes	Work Package Augmentation
	Ind	Ind	Org	Ind	Org	Org Mandated
Mandatory Corporate Policies						
Confidentiality	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	All staff on rate equivalent to Grade 8d or above to annually review and accept this policy	Rate equivalent to Grade 8d or above Mandated otherwise to be aware
Code of Business Conduct	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	Rate equivalent to Grade 8d or above Mandated otherwise to be aware	Rate equivalent to Grade 8d or above Mandated otherwise to be aware
The Register of Interest Policy	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	Rate equivalent to Grade 8d or above Mandated otherwise to be aware	Rate equivalent to Grade 8d or above Mandated otherwise to be aware
Acceptable Use of ICT and User Obligations	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	Rate equivalent to Grade 8d or above Mandated otherwise to be aware	Rate equivalent to Grade 8d or above Mandated otherwise to be aware

CSMS_BJSS Delivery Contract - Order Form Annex 1 (Buyer's Mandatory Policies)

Universal Policies (Policies that apply to all employees in all circumstances)	Contactor In-scope	Contactor Out of-scope	External Supplier	Temporary Staff	Work Package Outcomes	Work Package Augmentation
	Ind	Ind	Org	Ind	Org	Org Mandated
Hospitality & the Receipt of Gifts Policy	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	Rate equivalent to Grade 8d or above Mandated otherwise to be aware	Rate equivalent to Grade 8d or above Mandated otherwise to be aware
NHS Digital Counter Fraud Policy	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	Rate equivalent to Grade 8d or above Mandated otherwise to be aware	Rate equivalent to Grade 8d or above Mandated otherwise to be aware
Other Policies						
Bring Your Own Device Policy	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Commercial Policy	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Equality and Diversity Policy	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Health and Safety Policy	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
IT Operations	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Modern Slavery and Human Trafficking	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
HR Organisation & Transformation (People and Workforce)	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Staff Vetting Procedures	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware

CSMS_BJSS Delivery Contract - Order Form Annex 1 (Buyer's Mandatory Policies)

Universal Policies (Policies that apply to all employees in all circumstances)	Contactor In-scope	Contactor Out of-scope	External Supplier	Temporary Staff	Work Package Outcomes	Work Package Augmentation
	Ind	Ind	Org	Ind	Org	Org Mandated
Travel and Expenses	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware

Guidan								
Number	Name (registered name if registered)	Office address (registered address if registered)	Registration number (if applicable)	DUNS number (of head office if applicable)	VAT number	SME?	Role the key subcontractor will play in the delivery	Approximate Key subcontractor's % share of the total contract value
1	None							
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Order Form Annex 3 (Applicable Standards)

Appendix 1 to this Annex sets out the standards applicable to all health projects (including this Contract).

The following table sets out the additional standards which are specifically incorporated as part of this Contract.

The standards below may be updated and/or amended from time to time:

Standard	Applies
COMMERCIAL STANDARDS	
BS ISO 22301 Business Continuity Accreditation certificate or Evidence of a robust Business Continuity and Disaster Recovery Plan	<input checked="" type="checkbox"/>
NHS IT Contracting Model	<input type="checkbox"/>
ISO 14001 Environmental Management	<input type="checkbox"/>
BS9997 Fire Risk Management Systems compliance	<input type="checkbox"/>
Compliance with Waste Electrical and Electronic Equipment Directive (WEEE Directive 2012/19/EU)	<input type="checkbox"/>
Compliance with Directive 2007/47/EC where a product contains phthalates, this must be indicated on the packaging of the product in line with the Directive.	<input type="checkbox"/>
Compliance with Restriction of the use of certain hazardous substances in electrical and electronic equipment directive (RoHS 2 Directive 2011/65/EU)	<input type="checkbox"/>
Compliance with the Sanctions, Embargoes and Restrictions government policy	<input type="checkbox"/>
ISO 50001 Energy Management Systems compliance or accreditation	<input type="checkbox"/>
Compliance with EU Code of Conduct	<input type="checkbox"/>
Compliance with the NHS Network QoS (Quality of Service) Policy	<input type="checkbox"/>
Supplier code of conduct	<input type="checkbox"/>
...	<input type="checkbox"/>

CSMS_BJSS Delivery Contract - Order Form (Applicable Standards)

Standard	Applies
INFORMATION GOVERNANCE, DATA SECURITY AND QUALITY STANDARDS	
ISO 9001:2015 Quality management systems certification or an equivalent recognised quality management system (QMS) certification	<input checked="" type="checkbox"/>
BS ISO 22301:2012 Societal security – Business Continuity management systems – Requirements	<input checked="" type="checkbox"/>
BS ISO 27001:2013 Information and Data Security	<input checked="" type="checkbox"/>
BS ISO/IEC 27002:2013 Information technology — Security techniques — Code of practice for information security controls	<input checked="" type="checkbox"/>
Cyber Essentials	<input checked="" type="checkbox"/>
Cyber Essentials Plus	<input checked="" type="checkbox"/>
National Data Guardian's Data 10 Security Standards compliance https://www.ncsc.gov.uk/guidance/10-steps-cyber-security	<input checked="" type="checkbox"/>
Demonstrate compliance with all mandatory assertions in the NHS Data Security and Protection Toolkit (DSPT) for the relevant organisation type.	<input checked="" type="checkbox"/>
BS 10008:2014 Evidential Weight and Legal Admissibility of Electronic Information (Code of Practice) - Accreditation	<input type="checkbox"/>
BS ISO 15489-1:2016 Information and Documentation Records Management compliance	<input type="checkbox"/>
BS7858:2012 Security Screening of Individuals Employed in a Security Environment (Code of Practice) compliance	<input type="checkbox"/>
BS EN 15713:2009 Secure Destruction of Confidential Material (Code of Practice) certification	<input type="checkbox"/>
Compliance / accreditation to NHS and social care data: off-shoring and the use of public cloud services guidance	<input type="checkbox"/>
...	<input type="checkbox"/>

CSMS_BJSS Delivery Contract - Order Form (Applicable Standards)

Standard	Applies
DEVELOPMENT AND DESIGN STANDARDS	
BS ISO/IEC 12207:2017 Systems and software engineering.	<input checked="" type="checkbox"/>
BS 8878:2010 Web accessibility. Code of Practice.	<input checked="" type="checkbox"/>
Open Standards: "Open Standards Principles 2018: For software interoperability, data and document formats in government IT specifications" (which can be found at https://www.gov.uk/government/publications/open-standards-principles) and any supplementary or replacement government guidance.	<input checked="" type="checkbox"/>
Adopted Open Standards as detailed on the Standards Hub https://www.gov.uk/government/publications/open-standards-for-government	<input checked="" type="checkbox"/>
Web Content Accessibility Guidelines (WCAG) 2.0 to level AA; or WCAG 2.1, (as updated pursuant to the Public Sector Bodies (Websites and Mobile Applications) Accessibility Regulations 2018).	<input checked="" type="checkbox"/>
Compliance with MHRA medical device standards where the Solution is considered by the supplier to be a medical device.	<input type="checkbox"/>
Compliance with BS EN 60601-1-2:2015 Medical Electrical Equipment	<input type="checkbox"/>
BS EN 80601-2-30:2010+A1:2015 Medical Electrical Equipment compliance - Product must be registered / approved with the British and Irish Hypertension Society and meet at least one of the following testing standards: • ESH International Protocol 2002 (IP1)	<input type="checkbox"/>
Safety Data Sheets (SDS) for all products that fall under REACH (Registration, Evaluation, Authorisation and restriction of Chemicals) 2007 – more specifically, a SDS must be provided if a substance or a mixture supplied is classified as hazardous under t	<input type="checkbox"/>
The International Software Testing Standard - ISO/IEC/IEEE 29119 is a guide to suppliers on what level of quality NHS England expects from software development testing.	<input type="checkbox"/>
Compliance with Medical Devices Directive 93/42/EEC. All products must have their CE marking evident on the product and/or packaging. Class IIa Medical Device	<input type="checkbox"/>
Compliance with Directive 2006/95/EC (as amended and replacing Directive 73/23/EEC) for electrical equipment designed for use within certain voltage limits.	<input type="checkbox"/>
Compliance with Electromagnetic Compatibility Directive 2004/108/EC	<input type="checkbox"/>
BS EN 50600 series; - Building construction - Power Distribution accreditation - Environmental Control - Telecommunications cabling infrastructure - Security Systems - Management and operational information - Overview of and general requirements for key	<input type="checkbox"/>
BS EN 50131-1:2006 intrusion and hold-up alarm systems (I&HAS) compliance	<input type="checkbox"/>
Encryption Accredited to FIPS 140-2 and have received Augmented Grade Commercial Product Assurance (CPA) accreditation.	<input type="checkbox"/>
...	<input type="checkbox"/>

CSMS_BJSS Delivery Contract - Order Form (Applicable Standards)

Standard	Applies
HEALTH RELATED INFRASTRUCTURE AND SERVICE STANDARDS	
NHS Service Standards (and references therein): http://service-manual.nhs.uk/service-standard	<input checked="" type="checkbox"/>
The NHS digital, data and technology standards and clinical information standards as set out in this link and associated pages (as updated from time to time): http://digital.nhs.uk/about-nhs-digital/our-work/nhs-digital-data-and-technology-standards	<input checked="" type="checkbox"/>
The Health and Social Care Network (HSCN)	<input type="checkbox"/>
SPINE	<input type="checkbox"/>
Care Identity Service	<input type="checkbox"/>
NHS Identity OpenID Connect:	<input type="checkbox"/>
NHS Identity OAUTH2:	<input type="checkbox"/>
NHS Identity FIDO2:	<input type="checkbox"/>
The e-RS (e-Referral Service)	<input type="checkbox"/>
The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at: https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice	<input checked="" type="checkbox"/>
INFRASTRUCTURE STANDARDS	
DCB0129 compliance - Clinical Safety Risk assessment	<input checked="" type="checkbox"/>
DCB01260 compliance - Clinical Safety Case	<input type="checkbox"/>
Health and Social Care email services must be designed in accordance with the principles of DCB 1596 secure email standard.	<input type="checkbox"/>
...	<input type="checkbox"/>

CSMS_BJSS Delivery Contract - Order Form (Applicable Standards)

Standard	Applies
INTEROPERABILITY STANDARDS	
Use the SNOMED CT Standard as defined by SNOMED International. SNOMED CT (SCCI 0034) and the NHS Digital Terminology Service (as updated from time to time).	<input type="checkbox"/>
Registration and accreditation with NHSx Digital Technology Assessment Criteria (DTAC) (as updated from time to time) or evidence registration has commenced with an aim to obtain accreditation by 31st December 2021 or by the latest 31st March 2022	<input type="checkbox"/>
Interoperability must comply with relevant NHS Digital Interoperability Standards (as updated from time to time)	<input type="checkbox"/>
Fast Healthcare Interoperability Resources (FHIR) standards developed by HL7.	<input type="checkbox"/>
...	<input type="checkbox"/>
CLINICAL INFORMATION STANDARDS	
Compliance with ICD-10 (International Statistical Classification of Diseases and Related Health Problems) where ICD encoding is required	<input type="checkbox"/>
Compliance with OPCS-4 standard where OPCS encoding is required (the statistical classification for clinical coding of hospital interventions and procedures undertaken by the NHS).	<input type="checkbox"/>
Compliance with Access to Health Records Act (1990) in respect of Information Governance.	<input type="checkbox"/>
Compliance with NHS Act 2006 (Section 251) (previously Section 60 of the Health and Social Care Act 2001) in respect of Information Governance.	<input type="checkbox"/>
Compliance with NHS (Venereal Diseases) Regulations (1974) in respect of Information Governance.	<input type="checkbox"/>
Compliance with NHS Data Dictionary and Manual in respect of Information Governance.	<input type="checkbox"/>
Compliance with Records Management - NHS Code of Practice (DHSC) in respect of Information Governance.	<input type="checkbox"/>
Compliance with NIST Cryptography Standards in respect of Information Governance.	<input type="checkbox"/>
Compliance with ISB 0149 NHS Number Standard	<input type="checkbox"/>
Compliance with ISB 1077 - AIDC for Patient Identification where Automatic identification and data capture (AIDC) is used	<input type="checkbox"/>
Compliance with ISB 0108 - AIDC Automatic Identification and Data Capture where Automatic identification and data capture (AIDC) is used	<input type="checkbox"/>
...	<input type="checkbox"/>

APPENDIX 1

Health Technology, Tools & Methods

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Where the Buyer requires the Supplier adopt any of the tools in the table below, the Buyer shall provide the tool and access to the Supplier.

