

## Order Form

### Framework agreement reference: NHS/16/CR/WAB/8723

### ICT Services Desktop Contract

<b>Date of order</b>	<b>13<sup>th</sup> March 2019</b>	<b>Order Number</b>	<b>Prj_1603</b> To be quoted on all correspondence relating to this Order
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#### FROM

<b>Customer</b>	<b>Health and Social Care Information Centre (also known as NHS Digital)</b> <b>"Customer"</b>		
<b>Customer's Address</b>	<b>1 Trevelyan Square, Boar Lane, Leeds. LS1 6AE</b>		
<b>Invoice Address</b>	<b>NHS Digital, T56 Payables A125, Phoenix House, Topcliffe Lane, Wakefield. WF3 1WE</b>		
<b>Contact Ref:</b>	<b>Name:</b>	[REDACTED]	
	<b>Address:</b>	<b>1 Trevelyan Square, Boar Lane, Leeds, LS1 6AE</b>	
	<b>Phone:</b>	[REDACTED]	
	<b>e-mail:</b>	[REDACTED]	
	<b>Fax:</b>	<b>N/A</b>	

#### TO

<b>Supplier</b>	<b>Softcat Plc</b>	<b>"Supplier"</b>
<b>Supplier's Address</b>	<b>Fieldhouse Lane, Marlow, SL7 1LW</b>	
<b>Account Manager</b>	<b>Name:</b>	[REDACTED]
	<b>Phone:</b>	[REDACTED]
	<b>e-mail:</b>	[REDACTED]

#### GUARANTEE

<b>Guarantee to be provided</b>	<b>No</b>
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Where a guarantee is to be provided then this Contract is conditional upon the provision of a Guarantee to the Customer from the Guarantor in respect of the Supplier. Details of the Guarantor (if any) are set out below:

<b>Parent Company</b>	<b>N/A</b>	<b>"Guarantor"</b>
<b>Parent Company address</b>	<b>N/A</b>	
<b>Account Manager</b>	<b>Name:</b>	<b>N/A</b>
	<b>Address:</b>	<b>N/A</b>
	<b>Phone:</b>	<b>N/A</b>
	<b>e-mail:</b>	<b>N/A</b>
	<b>Fax:</b>	<b>N/A</b>

<b>1. TERM</b>
<b>(1.1) Commencement Date</b>
<b>1st April 2019</b>

**(1.2) Expiry Date**

The Contract shall expire on the date which is 30th June 2022 (39 Months after the Commencement Date)

The Customer shall be entitled to extend the Term for a further two 12-month periods no less than three (3) months prior to the date on which this Contract would otherwise have expired.

## 2. GOODS AND SERVICES REQUIREMENTS

### (2.1) Goods and/or Services

In the event of and only to the extent of any conflict or ambiguity between the Clauses of this Call-Off Agreement, any document referred to in the Clauses of this Call-Off Agreement and the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:

- the Order Form; (including the documents included in the Supplemental and/or Additional Clauses);
- the applicable provisions of the Framework Agreement other than the Specification and Tender Response Document;
- the provisions on the front page of these Call-off Terms and Conditions for the Supply of Services and Goods;
- Schedule 1 of these Call-off Terms and Conditions: Key Provisions;
- Softcat Tender Response Documentation
- NHS Digital Specification and Appendices
- Schedule 2 of these Call-off Terms and Conditions: General Terms and Conditions;
- Schedule 3 of these Call-off Terms and Conditions: Information Governance Provisions; and
- Schedule 4 of these Call-off Terms and Conditions: Definitions and Interpretations

#### Goods:

The Customer agrees to purchase all of its requirements for the Goods or equivalent goods from the Supplier.

The following list of documents set out the Specification and cost for Goods:

#### Specification Appendices relating to Goods:



Goods  
Appendices.zip

#### Supplier Cost Model:



Softcat Cost  
Model.xlsx

The Customer reserves the right to remove or add goods throughout the duration of this Call Off.

With reference to clause 25 (Change Management) of the Call-Off Terms and Conditions:

- In the event that the Customer wishes to purchase low value, commodity items from the Supplier's product catalogue (to a maximum value of £5,000 plus VAT per item), the Parties shall follow this procedure:
  - the Customer shall identify the item(s) to be purchased from the Supplier's product catalogue;
  - the Supplier shall confirm the price of the item(s) to be purchased to the Customer via the Supplier's online catalogue tool; and
  - the Customer shall use the Supplier's online catalogue tool to either purchase the requested item(s) or alternatively may use the online catalogue tool to decline to purchase the item(s). Where item(s) are purchased, the Supplier shall provide the Customer with a receipt for audit purposes.
    - For the avoidance of doubt, in the event of any other change or purchase, the terms of clause 25 shall apply without amendment.

**Services:**

The Customer requires from the Supplier the Services outlined within the following documents:

**Softcat Tender Response Documentation:**

- TE\_2.2 Requirements Supply



001-TE 2.2.2

Response Worksheet

- TE\_2.3 Requirements End User Device



002-TE 2.3.2

Response Worksheet

- TE\_2.4 Requirements Maintenance and Support



003-TE 2.4.2

Response Worksheet

- TE\_2.5 Requirements Support Services



004-TE 2.5.2

Response Worksheet

- TE\_2.6 Requirements Service Management



TE\_2.6.2 - Response  
Worksheet-v3 - Final.:

- TE\_2.7 Non-scored Requirements



006-TE 2.7.1

Response Worksheet

- Softcat Supporting Documents










Softcat Supporting  
Documents.zip

**Softcat Cost Model (Duplicate of attachment in Goods Section)**

Softcat Cost  
Model.xlsx

attached Appendix Prj\_1603 ICT Services Requirements. This includes the following documents:

- TE\_2.1 Requirements Introduction
  - 
  - TE\_2.1 Requirements Introduction
- TE\_2.2 Requirements Supply
  - 
  - TE\_2.2 Requirements Supply Services
- TE\_2.3 Requirements End User Device
  - 
  - TE\_2.3 Requirements End-User Device Pro
- TE\_2.4 Requirements Maintenance and Support
  - 
  - TE\_2.4 Requirements Maintenance and Su
- TE\_2.5 Requirements Support Services
  - 
  - TE\_2.5 Requirements ICT Support Services
- TE\_2.6 Requirements Service Management
  - 
  - TE\_2.6 Requirements Service Management
- Services Appendices
  - 
  - Services Appendices.zip

## (2.2) Premises

The following locations are included in the scope of this Call Off Agreement:




Appendix 01 - NHS  
Digital Locations.pdf

## (2.3) Lease/ Licenses

N/A

## (2.4) Standards

N/A
<p><b>(2.5) Security Requirements</b></p> <p><b>See the following sections in “Services” for full Security Requirements:</b></p> <ul style="list-style-type: none"> <li>• Softcat Tender Response - TE_2.6 Requirements Service Management (2.6.2-14 - 1.14 Security)</li> <li>• NHS Digital Specification - TE_2.6 Requirements Service Management (1.15 – Security)</li> </ul> <p><b>Security Policy</b></p> <p>The Supplier shall comply with the ICT Network Security Policy:</p> <div data-bbox="236 772 295 835" data-label="Image">  </div> <p>Appendix 09 - ICT Network Security Policy</p> <p>All Supplier staff that work at the NHS Digital locations must have had a basic level Disclosure and Barring (DBS) checks on unspent convictions</p> <p><b>Additional Security Requirements</b></p> <p>N/A</p>
<p><b>(2.6) Exit Plan (where required)</b></p> <p><b>See the following sections in “Services” for full Exit Plan Requirements:</b></p> <ul style="list-style-type: none"> <li>• Softcat Tender Response - TE_2.6 Requirements Service Management (2.6.2-06 - 1.8 Step-In / Step-Out Process)</li> <li>• NHS Digital Specification - TE_2.6 Requirements Service Management (1.8– Step-In / Step-Out Process)</li> </ul> <p>Within six (6) months of the Commencement Date the Parties shall develop and agree a Strategic Pipeline that will include an exit plan which shall ensure continuity of the services on expiry or earlier termination of this Contract. The Supplier shall provide the Customer with the first draft of an exit plan within four (4) months of the Commencement Date. The Parties shall review and, as appropriate, update the exit plan on each anniversary of the Commencement Date of this Contract.</p>
<p><b>(2.7) Environmental Plan</b></p> <p><b>See the following sections in “Services” for full Environmental Requirements:</b></p> <ul style="list-style-type: none"> <li>• Softcat Tender Response - TE_2.6 Requirements Service Management (2.6.2-11 - 1.12 Corporate Social Responsibility (CSR))</li> <li>• NHS Digital Specification - TE_2.6 Requirements Service Management (1.13 – Corporate Social Responsibility (CSR))</li> </ul> <p>Within six (6) months of the Commencement Date the Parties shall develop and agree a Strategic Pipeline that will include an environmental plan which shall ensure adherence to all Government mandated Corporate Social Responsibility legislation and policy as a minimum. The Supplier shall provide the Customer with the first draft of an exit plan within four (4) months of the Commencement</p>

Date. The Parties shall review and, as appropriate, update the environmental plan on each anniversary of the Commencement Date of this Contract

### 3. SUPPLIER SOLUTION

#### (3.1) Supplier Solution

N/A

#### (3.2) Account structure including Key Personnel

Key Personnel:

Account Manager: [REDACTED]

Public Sector Contracts Manager – [REDACTED]

Public Sector Commercial Manager – [REDACTED]

Public Sector Director – [REDACTED]

Head of Solutions Sales – [REDACTED]

#### (3.3) Sub-contractors to be involved in the provision of the Services and/or Goods

- ESP
- Austin Fraser

A list of Sub-contractors will be determined and will be subject to notice and agreement with the Customer as the project develops. Subcontractors will be added, and some removed in accordance with the project delivery.

#### (3.4) Outline Security Management Plan

N/A

#### (3.5) Relevant Convictions

N/A

#### (3.6) Implementation Plan

See the following sections in “Services” for full Implementation Plan Requirements:

- Softcat Tender Response - TE\_2.6 Requirements Service Management (2.6.2-06 - 1.8 Step-In / Step-Out Process)
- NHS Digital Specification - TE\_2.6 Requirements Service Management (1.8– Step-In / Step-Out Process)

Additional information relating to Implementation plans for onboarding to be determined following the Customer site visits and shall be subject to agreement with the Customer.



**4. PERFORMANCE QUALITY****(4.1) Key Performance Indicators**

See the following sections in “Services” for full Service Level Management Requirements:

- Softcat Tender Response - TE\_2.6 Requirements Service Management (2.6.2-04 - 1.4 Service Level Management)
- NHS Digital Specification - TE\_2.6 Requirements Service Management (1.4 – Service Level Management)

The Supplier must comply with the KPIs outlined in the Specification and/or the Response Template

The invoice the Supplier provides on a monthly basis will include any performance related payment reduction or increase based on the Supplier report which presents the Customer with met and non-met KPIs and any associated service credits.

**(4.2) Service Levels and Service Credits**

See the following sections in “Services” for full Service Credit Scheme Requirements:

- Softcat Tender Response - TE\_2.6 Requirements Service Management (2.6.2-10 - 1.11 Service Credit Scheme)
- NHS Digital Specification - TE\_2.6 Requirements Service Management (1.12 – Service Credit Scheme)

When providing the Goods and/or Services, the Supplier shall as a minimum ensure that it achieves the service levels outlined in the Specification and/or the Response Template.

If the level of performance of the Supplier during the Contract Period:

- fails to achieve a Service Level in respect of each element of the Service, then the Customer shall be entitled to deduct the Service Credits from the Contract Price; and/or
- constitutes a Critical Service Failure,

the Customer shall be entitled to terminate this Contract.

**5. PRICE AND PAYMENT****(5.1) Contract Price**

Softcat Cost  
Model.xlsx

Charges are payable by the Customer in accordance with the commercial schedule set out above (including applicable discount but excluding VAT), payment profile and method of payment (BACS).

Any potential changes to the service costs laid out in the Cost Model attached to this document that are identified during the onboarding shall be subject to agreement with the Customer.

**(5.2) Invoicing and Payment**

The Supplier shall issue invoices to the customer on a monthly basis, in arrears. The Customer



shall pay the Supplier within [thirty (30) days] of receipt of a Valid Invoice, submitted in accordance with this paragraph 5.2, the payment profile set out in paragraph 5.1 above and the provisions of the Contract.

The final payment structure shall be determined following the Customer site visits and will be subject to agreement with the Customer.

## 6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES

### (6.1) Supplemental requirements.

The following are additional Key Provisions:

- The Parties recognise that the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) now applies, and as such paragraph 2 of Schedule 3 is revised as set out below: Data Protection Protocol, based on the Procurement Policy Note 02/18: Changes to Data Protection Legislation & General Data Protection Regulation.



Annex A - Part 1 -  
Generic Standard GDI



Annex B -  
Security.docx

- The following supplementary clauses and schedules apply to this Contract. In the event of conflict these supplementary clauses and schedules take priority (insert document).

**SUPPLEMENTARY REQUIREMENTS:** Additional Customer clauses terms and requirements for both the supply of Goods and provision Services



SUPPLEMENTARY  
REQUIREMENTS - Ad

This Order Form refers to NHS Digital as the 'Customer'.

The Customer has made consequential amendments to the Contract terms and conditions, and a copy is here attached for reference:

Updated NHS Terms & Conditions – Provision of Services and Goods,



Call Off Terms and  
Conditions for Servi

- the Order Form; (including the documents included in the Supplemental and/or Additional Clauses);
- the applicable provisions of the Framework Agreement other than the Specification and

- Tender Response Document;
- the provisions on the front page of these Call-off Terms and Conditions for the Supply of Services and Goods;
  - Schedule 1 of these Call-off Terms and Conditions: Key Provisions;
  - the Specification and Tender Response Document (but only in respect of the requirements);
  - Schedule 2 of these Call-off Terms and Conditions: General Terms and Conditions;
  - Schedule 3 of these Call-off Terms and Conditions: Information Governance Provisions; and
  - Schedule 4 of these Call-off Terms and Conditions: Definitions and Interpretations.

The Updated NHS Terms & Conditions – Supply of Services and Goods detailed above titled “Supply of Services and Goods Terms and Conditions” applies to any purchase of services and goods under this Order.

**BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES** to enter a legally binding contract with the Customer to provide the Goods and Services.

The Parties hereby acknowledge and agree that they have read the updated NHS Terms & Conditions – Supply of Services and Goods and by signing below agree to be bound by the terms of this Contract.

**For and on behalf of the Supplier:**

Name and Title	
Signature	
Date	11/03/2019

**For and on behalf of the Customer:**

Name and Title	
Signature	
Date	12/3/19