

Health Systems Support Framework: Template Order Form

<u>References and Date</u>	
Order Reference Number	HSSF24-064
Date of Order Form	11 November 2024
<u>Parties and Key Persons</u>	
Authority	NHS England Wellington House 133-155 Waterloo Road London SE1 8UG
Suppliers	Ipsos (Market Research) Ltd 3 Thomas More Square London E1W 1YW
Principal Supplier(s)	Indicate any other variations to the liability provisions between Suppliers and include any such variation as an Extra Key
Key Roles for the supply or performance of the Deliverables and the personnel who will fill those Key Roles ("Key Personnel")	[REDACTED] Ipsos Employee [REDACTED] Ipsos Employee [REDACTED] Ipsos Employee [REDACTED] Freelance expert Freelancer – paid and managed by Ipsos (Managed through [REDACTED]) [REDACTED] [REDACTED] Freelance modeller, Freelancer – paid and managed by Ipsos (Sole Trader)

Contract Managers	<table border="1"> <tr> <td><i>Authority's Contract Manager</i></td> <td>[REDACTED]</td> </tr> <tr> <td><i>Supplier's Contract Manager(s)</i></td> <td>[REDACTED]</td> </tr> <tr> <td></td> <td></td> </tr> </table>	<i>Authority's Contract Manager</i>	[REDACTED]	<i>Supplier's Contract Manager(s)</i>	[REDACTED]		
<i>Authority's Contract Manager</i>	[REDACTED]						
<i>Supplier's Contract Manager(s)</i>	[REDACTED]						
Lead Contract Manager (if applicable)	<p><i>Insert the Lead Contract Manager at the commencement of this Contract</i></p> <table border="1"> <tr> <td><i>Authority's Lead Contract Manager</i></td> <td>[REDACTED]</td> </tr> <tr> <td><i>Supplier's Lead Contract Manager</i></td> <td>[REDACTED]</td> </tr> </table>	<i>Authority's Lead Contract Manager</i>	[REDACTED]	<i>Supplier's Lead Contract Manager</i>	[REDACTED]		
<i>Authority's Lead Contract Manager</i>	[REDACTED]						
<i>Supplier's Lead Contract Manager</i>	[REDACTED]						
Person(s) to receive notices under the Contract	<table border="1"> <tr> <td><i>Authority's nominated person and contact details for service of notices</i></td> <td> <p>[REDACTED]</p> <p>Postal address: 7-8 Wellington Place, Leeds LS1 4AP</p> <p>[REDACTED]</p> </td> </tr> <tr> <td><i>Supplier's nominated person and contact details for service of notices</i></td> <td> <p>Name: [REDACTED]</p> <p>Postal Address: 3 Thomas More Square London E1W 1YW</p> <p>[REDACTED]</p> <p>with a copy sent to UKnotice@ipsos.com</p> </td> </tr> </table>	<i>Authority's nominated person and contact details for service of notices</i>	<p>[REDACTED]</p> <p>Postal address: 7-8 Wellington Place, Leeds LS1 4AP</p> <p>[REDACTED]</p>	<i>Supplier's nominated person and contact details for service of notices</i>	<p>Name: [REDACTED]</p> <p>Postal Address: 3 Thomas More Square London E1W 1YW</p> <p>[REDACTED]</p> <p>with a copy sent to UKnotice@ipsos.com</p>		
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Notified Sub-contractors in the event of a TUPE transfer at a Relevant Commencement Date	[REDACTED]						

<u>General</u>																															
Status of Order Form	<p>Issue of this Order Form is an “invitation to treat” by the Authority following the Suppliers’ Call-Off ITT Response submitted by the Supplier(s) in response to the relevant mini-competition conducted under and in accordance with the Framework Agreement. On the signature of the Order Form by the Suppliers and its return to the Authority, the signature of the Order Form by the Authority shall be the point at which a contract is formed between the Authority and the Suppliers. This Order Form, together with the Call-Off Terms and Conditions and the applicable provisions of the Framework Agreement (and the other provisions as set out in the Call-Off Terms and Conditions) form a contract (defined as “the Contract” in the Call-Off Terms and Conditions) between the parties as at and from the date of this Order Form.</p> <p>All terms defined in the Call-Off Terms and Conditions have the same meaning when utilised in this Order Form.</p>																														
Call-Off Terms and Conditions	<p>The Call-Off Terms and Conditions comprise the following Schedules of Appendix A of the Framework Agreement:</p> <table> <tr> <td>Schedule 1</td><td>Key Provisions</td></tr> <tr> <td>Schedule 2</td><td>General Terms and Conditions</td></tr> <tr> <td>Schedule 3</td><td>Definitions and Interpretations Provisions</td></tr> <tr> <td>Schedule 4</td><td>This Order Form</td></tr> <tr> <td>Schedule 5</td><td>Information Governance</td></tr> <tr> <td>Schedule 6</td><td>Security Management</td></tr> <tr> <td>Schedule 7</td><td>Standards</td></tr> <tr> <td>Schedule 8</td><td>Not Used</td></tr> <tr> <td>Schedule 9</td><td>Not Used</td></tr> <tr> <td>Schedule 10</td><td>Not Used</td></tr> <tr> <td>Schedule 11</td><td>Not Used</td></tr> <tr> <td>Schedule 12</td><td>Not Used</td></tr> <tr> <td>Schedule 13</td><td>Change Control Process</td></tr> <tr> <td>Schedule 14</td><td>Calculation of Termination Sum</td></tr> <tr> <td>Schedule 15</td><td>Not Used</td></tr> </table>	Schedule 1	Key Provisions	Schedule 2	General Terms and Conditions	Schedule 3	Definitions and Interpretations Provisions	Schedule 4	This Order Form	Schedule 5	Information Governance	Schedule 6	Security Management	Schedule 7	Standards	Schedule 8	Not Used	Schedule 9	Not Used	Schedule 10	Not Used	Schedule 11	Not Used	Schedule 12	Not Used	Schedule 13	Change Control Process	Schedule 14	Calculation of Termination Sum	Schedule 15	Not Used
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Schedule 15	Not Used																														

	Schedule 16	Acceptance Testing
	Schedule 17	Benchmarking
	Schedule 18	Governance
	Any additional Extra Key Provisions set out at Annex 2 below shall be incorporated into the Contract formed by the signature and completion of this Order Form.	
Framework Agreement	The Health Systems Support Framework established by NHS England for and on behalf of NHS England and other contracting authorities. (the “ Framework Agreement ”).	
Call-Off ITT	The Call-Off ITT as issued by the Authority to invite responses to the relevant mini-competition conducted under and in accordance with the Framework Agreement.	
Call-Off ITT Response	The Suppliers’ response to the relevant Call-Off ITT submitted by the Suppliers in response to the relevant mini-competition conducted under and in accordance with the Framework Agreement and initiated by the issue of a Call-Off ITT by the Authority.	
Contract Meetings	Meetings will take place on a monthly basis.	
Fast-track Change values	Not applicable.	
<u>Contract Term and Termination Provisions</u>		
Term of the Contract	The term will be the length of contract from the effective date.	
Extension of Term	Not applicable.	
Unilateral Authority right of termination notice period	Not applicable.	

Maximum Payments following Unilateral Authority right to terminate	Not applicable.
Maximum Permitted Profit Margin	Not applicable.
Variation to Termination Sum calculation.	Not applicable.
Insurance on Expiry or Termination	The period of 6 years is long enough.
<u>Contract Deliverables</u>	
Deliverables	<p>The Deliverables to be provided by the Supplier(s) under the Contract shall be the Services and/or Ad Hoc Services and/or Goods and/or any other requirement whatsoever (including without limitation any item, feature, material, outcome or output). The Deliverables are described at Annex 1 Part 1 of this Order Form ("the Specification"), shall be provided from the Deliverables Commencement Date set out below in accordance with the KPIs set out in the Specification.</p> <p>Where the Suppliers are comprised of more than a single Supplier the Supplier Matrix at Annex 1 of the Order Form, shall indicate which portion of the Deliverables are to be provided by which of the Suppliers.</p>
Priority Deliverable	Not applicable.
Deliverables Commencement Date	21 October 2024
Services Commencement Date	21 October 2024
Goods Commencement Date	Not applicable.

Long Stop Date	Not applicable.
Implementation Plan	The implementation plan submitted as part of the Call-Off ITT Response (if required by the relevant mini-competition conducted in accordance with the Call-Off ITT) and set out at Annex 4 below.
Quality Plans	Not applicable.
Information Security Management Plan	The information security management plan submitted as part of the Call-Off ITT Response (if required by the relevant mini-competition conducted in accordance with the Call-Off ITT) and set out at Annex 5 below, as may be amended from time to time in accordance with Schedule 6 of the Call-Off Terms and Conditions.
Insurance	Not applicable.
Supplier Specific Standards	Not applicable.
<u>Premises and Property</u>	
Premises and Location(s) for the Delivery of the Deliverables	Not applicable.
Property Licence(s) and/or Lease(s) granted to the Suppliers	Not applicable.
<u>Information Governance</u>	
Information Governance Provisions (Schedule 5)	The Authority shall act as the Controller and the Supplier shall act as the Processor.
Processing of Personal Data	No processing of personal data.

<u>Intellectual Property Rights and Licencing</u>	
Intellectual Property	The Authority shall own the Deliverables (including copyright or other intellectual property rights) upon payment of the relevant price to the Supplier.
Local Health and Care Record Exemplar (LHCRE) Specific IPR.	The contract does not concern LCHREs.
Supplier Owned Foreground IPR	<p>Supplier retains full ownership and intellectual property rights in all techniques, models, processes, tools, methodologies, and know-how, (including without limitation all databases, computer programs and software, processes, formulae, tools, models, algorithms and products, proposals survey questionnaires, data files and other forms used in the fieldwork) that are used, created, or developed in connection with the Services ("Supplier IP").</p> <p>The Authority agrees Ipsos may maintain data, including, but not limited to, test level and respondent level information, obtained or created in the course of performing Services for use in industry studies, modelling, testing, analytics, creation of anonymized statistics, training, and benchmarking purposes, as well as development, improvement (e.g. fine-tuning) and validation of its professional norms and standards and its methodologies, operational platforms, databases, systems, technologies and services (whether now known or hereafter developed, and whether owned by Ipsos or provided by a third party), provided that (i) such data will only be disclosed in an aggregated form, and (ii) Ipsos will never identify the source of any such data or information as that of Client. In addition, Ipsos may retain one copy of the Deliverables for archiving purposes.</p>

Standard Licence Terms	Not applicable.
Supplier Software and Third Party Software	Not applicable.
<u>Contract Price and Payment</u>	
Contract Price	The price(s) to be paid by the Authority to the Suppliers for the provision of the Services, as set out in the Call-Off ITT Response and reproduced at Annex 3.
Financial Model	The Suppliers' Financial Model, submitted if required by the Authority in the Supplier's Call-Off ITT Response and reproduced at Annex 3.
Total Contract Price for the purposes of Clause 19 (Limitation of Liability)	As outlined in Annex 3 of this Order Form
Contracts conditional on the execution of a Guarantee	Not applicable.
Guarantee in favour of NHSE	Not applicable.
Payment Provisions	<p>The payment terms for the payment by the Authority to the Suppliers of the Contract Price for the Services, as set out in the Call-Off ITT and reproduced at Annex 3; and</p> <p>The level of reimbursement by the Suppliers to the Authority relating to any service credits in respect of failures by the Suppliers to meet the KPIs, as set out in the Call-Off ITT and reproduced at Annex 3.</p>

Signed by the authorised representative of NHS England (The Authority):

[Redacted Signature]

[Redacted] .11/12/2024.....

[Redacted]

Signed by the authorised representative of Ipsos (Market Research) Ltd (the Supplier):

[REDACTED]

Date Signed: 13/11/2024

[REDACTED]

Order Form Annexes

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Annex 1 Part 1: Specification

1.1 The Deliverables

Main object:

Health economic evaluation expertise is required from Ipsos, to demonstrate the economic impact of the national Integrated Community Stroke Service (ICSS) model. This work is crucial to demonstrate how wide scale implementation of the ICSS model could address inequalities in provision of stroke care in England and address predicted rises in the number of stroke survivors living with complex disability in the community.

In 2021-2022 three National Stroke Rehabilitation pilots (funded by NHS England) implemented the ICSS model, each having a different focus specifically designed to implement the required changes within the context of their local stroke pathway. Pilots successfully demonstrated implementation of the ICSS model showing reductions in levels of dependency and disability, anxiety and depression of stroke survivors and improvements in social participation and quality of life. There were also reductions in social care package requirements and data showing stroke survivors maintaining or returning to part-time or full-time employment.

These findings have been captured in a suite of reports, which have reported the quality of care provided for stroke patients, positive impact on patient recovery and insights into the contexts within which each pilot operates. These reports and associated quantitative and qualitative data now need to be used in the health economic evaluation, together with existing published literature and work led by Ipsos to demonstrate the economic impact of the national Integrated Community Stroke Service (ICSS) model.

Deliverables

1. Detailed costing of Integrated Community Stroke Service (ICSS) delivery model shared by 15 November 2024. This deliverable and timing are contingent on Ipsos and NHS England confirming that programme materials contain sufficient detail to develop the costings, with any outstanding materials shared no later than 8 November 2024.
2. Decision model comparing short-term outcomes with ICSS costs and wider health and social care costs shared by 3 December 2024. The appropriate modelling approach will be agreed by

- Ipsos and NHS England at kick-off and in regular meetings. This deliverable and timing are contingent on Ipsos and NHS England confirming that programme materials contain sufficient detail to develop the decision model, with any outstanding materials shared no later than 8 November 2024.
3. Scenario analyses describing costs and benefits shared by 3 December 2024.
4. An independent and transparent report with reasonable estimates of costs and outcomes to identify whether potential savings/outcomes would justify further investment in the ICSS model. A draft version of the report will be shared by 6 December 2024. Contingent on NHS England providing feedback the following week, by Close of Play 13 December 2024, a final version of the report will be prepared and shared by 23 December 2024. The provision of costs and outcomes is contingent on deliverables 1, 2 and 3 being completed.

1.2 Division of Service provision between Suppliers/Sub-contractors

The division of the services between Suppliers (where more than one Supplier) must be consistent with the completed Supplier Matrix, subject to any assignment/subcontracting permitted by the terms of the Framework Agreement after the commencement date of the Framework Agreement.

Supplier Matrix

supplier	Service
[REDACTED]	Expert advice to the study team to inform the development of each deliverable 1-4
[REDACTED]	<u>Development of decision model described under deliverable 2 and scenario analysis described under deliverable 3.</u>

Annex 1 Part 2: KPI Overview

Key Performance Indicators

- 1 During the Term of the Contract the Suppliers shall provide the Deliverables so as to meet the standard under each of the KPIs described below.
- 2 Annex 1 Part 3 of this Order Form sets out the Key Performance Indicators that the Parties have agreed shall be used to measure the performance of the Deliverables by the Suppliers.
- 3 The Suppliers shall monitor their performance against each KPI and shall send the Authority a report detailing the level of service actually achieved in accordance with the provisions of this Contract.
- 4 Subject to:

(a) any breach of any express provision of this Contract by the Authority (unless, and to the extent, caused or contributed to by the Suppliers); and

(b) any deliberate act or omission of the Authority or any failure by the Authority to take reasonable steps to carry out its activities in a manner which minimises significant interference with the Suppliers' performance of the Deliverables (save where, and to the extent, caused or contributed to by the Suppliers);

a failure by the Suppliers to meet any of the KPIs shall be KPI Failure (as defined in the Call-Off Terms and Conditions). Failure to meet a Primary KPI shall be a Primary KPI Failure and failure to meet a Secondary KPI shall be a Secondary KPI Failure.

- 5 KPI Failure Points, and therefore Service Credits, shall accrue for any KPI Failure. Service Credits shall be calculated in accordance with Annex 1 Part 4 of this Order Form

KPI Failure Points

- 6 If the level of performance of the Suppliers during a Measurement Period achieves the Target Performance Level in respect of a KPI, no KPI Failure Points shall accrue to the Suppliers in respect of that KPI.
- 7 If the level of performance of the Suppliers during a Measurement Period is below the Target Performance Level in respect of a KPI, KPI Failure Points shall accrue to the Suppliers in respect of that KPI as set out in Annex 1 Part 4 of this Order Form
- 8 The number of KPI Failure Points that shall accrue to the Suppliers in respect of a KPI Failure shall be the applicable number as set out in Annex 1 Part 3 of this Order Form depending on whether the KPI Failure is a minor KPI Failure, a serious KPI Failure or a severe KPI Failure as indicated in Annex 1 Part 3 of this Order Form, unless the KPI Failure is a Repeat KPI Failure when the provisions of Paragraphs 9 and 10 of this Annex1 Part 2 shall apply.

Repeat KPI Failures

Repeat KPI Failures

- 9 If a KPI Failure occurs in respect of the same KPI in any two consecutive Measurement Periods, the second and any subsequent such KPI Failure shall be a "Repeat KPI Failure".
- 10 The number of KPI Failure Points that shall accrue to the Suppliers in respect of a KPI Failure that is a Repeat KPI Failure shall be calculated as follows:

$$SP = P \times 2$$

where:

SP = the number of KPI Failure Points that shall accrue for the Repeat KPI Failure;
and

P = the applicable number of KPI Failure Points for that KPI Failure as set out in Annex 1 Part 3 depending on whether the Repeat KPI Failure is a minor KPI Failure, a serious KPI Failure, a severe KPI Failure or a failure to meet the KPI service threshold.

Worked example based on the following KPI Failure Points regime for a service availability KPI:

Severity Levels	KPI Failure Points
Target Performance Level: 99%	0
Minor KPI Failure: 98.0% - 98.9%	1
Serious KPI Failure: 97.0% - 97.9%	2
Severe KPI Failure: 96.0% - 96.9%	3
KPI Service Threshold: below 96%	4

Example 1:

If the Suppliers achieve a service availability of 98.5% in a given Measurement Period, this will be a minor KPI Failure for this KPI in that Measurement Period and accordingly will accrue 1 KPI Failure Point. If, in the next Measurement Period, it achieves a service availability of 96.5%, this will be a severe KPI Failure and accordingly would normally accrue 3 KPI Failure Points, but as the failure will in these circumstances be a Repeat KPI Failure, this amount is doubled and so the Suppliers will incur 6 KPI Failure Points for this failure (i.e. $SP = 3 \times 2$). If in the next Measurement Period it achieves a service availability of 96.5%, the Suppliers will again incur 6 KPI Failure Points.

Example 2:

If the Suppliers achieve a service availability of 96.5% in a given Measurement Period, this will be a severe KPI Failure for this KPI in that Measurement Period and accordingly accrue 3 KPI Failure Points. If, in the next Measurement Period, it achieves a service availability of 98.5%, this will be a minor KPI Failure and accordingly accrue 1 KPI Failure Point, but as the failure will in these circumstances be a Repeat KPI Failure, this amount is doubled and so the Suppliers will incur 2 KPI Failure Points for this failure (i.e. $SP = 1 \times 2$). If in the next Measurement Period it achieves Service Availability of 96.5%, the Supplier will incur 6 KPI Failure Points.

Related KPI Failures

- 11 If any specific KPI refers to both Service Availability and System Response Times, the System Response Times achieved by the Supplier for any period of time during a Service Period during which the relevant Service or element of a Service is determined to be Non-Available shall not be taken into account in calculating the average System Response Times over the course of that Service Period. Accordingly, the Supplier shall not incur any Service Points for failure to meet System Response Times in circumstances where such failure is a result of, and the Supplier has already incurred Service Points for, the Service being Non-Available.

Annex 1 Part 3: KPIs

Insert KPIs specified in the Call-Off ITT. If there are not any KPIs applicable to this contract please delete the section below and insert “not used” The KPIs set out below are indicative only and optional and provide a framework to be utilised if applicable for the development of KPIs relevant to the Deliverables

Primary KPIs

Please delete the table below and replace with “Not used” if Primary KPIs are not applicable to this Contract.

1 Primary Key Performance Indicators -

- 1. Delivery of Integrated Community Stroke Service (ICSS) costing by 15 November 2024, contingent on factors stated under *Deliverables* above.
- 2. Delivery of decision model by 3 December 2024, contingent on factors stated under *Deliverables* above.
- 3. Delivery of scenario analyses describing costs and benefits by 3 December 2024, contingent on factors stated under *Deliverables* above.
- 4. Delivery of draft report by 6 December 2024 and final report by 23 December 2024, contingent on factors stated under *Deliverables* above.

2. Secondary Key Performance Indicators

Please delete the table below and replace with “Not used” if Secondary KPIs are not applicable to this Contract.

Not used

3. Definitions

The following definitions to be utilised in the KPIs may be adapted for use in each Order Form.

Not used

Annex 1 Part 4: Calculation of Service Credits

Calculation of Service Credits – Primary KPIs

Not used

Please insert mechanism for calculating Service Credits arising from the Suppliers’ failure to meet any or each Primary KPI standard – The mechanism will need to convert Primary KPI Failure Points into Service Credits (. Each Service Credit should be attributed a value in £/Pounds Sterling...Please complete “Not used” if Service Credits will not be due from any Suppliers as a consequence of breaching any of the Primary KPIs under this Contract.

Consequences of accruing Secondary Failure Points

Not used

Please insert mechanism for calculating Service Credits arising from the Suppliers’ failure to meet any or each Secondary KPI standard. The mechanism will need to convert Secondary KPI Failure Points into Service Credits. Each Service Credit should be attributed a value in £/Pounds Sterling. Please complete “Not used” if Service Credits will not be due from the Suppliers as a consequence of breaching any of the Secondary KPIs under this Contract. and/or

Specify alternative remedies such as accelerated contract management meeting or issue of Breach Notice for example

Annex 1 Part 5: Termination Trigger for Accrued KPI Failures

Termination for accrued KPI Failures

Not used

Insert figures and measurement periods for the purposes of Clauses 22.5.5, 22.5.6 and 22.5.7 of Schedule 2 of the Call-Off Terms and Conditions

The right for the Authority to terminate the Contract (or at its election part of the Contract relating to a specified portion of the Deliverables) forthwith by notice in writing to the Suppliers shall arise:

- pursuant to Clause 22.5.5 of Schedule 2 of the Call-Off Terms and Conditions upon the accrual of [insert number] Primary KPI Failure Points in any [Month/Quarter - specify]; and
- pursuant to Clause 22.5.6 of Schedule 2 of the Call-Off Terms and Conditions upon the accrual of [insert number] Secondary KPI Failure Points in any [Month/Quarter - specify]; and
- pursuant to Clause 22.5.7 of Schedule 2 of the Call-Off Terms and Conditions upon the occurrence of [insert number] KPI Failures in any Month or upon the occurrence of [insert number] KPI Failures in any Quarter

Annex 1 Part 6: Excusing Events

Insert specific events/actions/circumstances entitling relief from KPI regime and/or other sanction under the Contract that apply to specific Call-Off.

Not used.

Annex 2

Extra Key Provisions

Insert extra key provisions identified in the Call-Off ITT or agreed with the Supplier in respect of a Deliverable that is only available on a provider's standard terms and conditions.

Specify whether any subcontractor set out in the Supplier Matrix is excluded from the audit obligations under Clause 34.4 of Schedule 2.

Specify whether any subcontractor set out in the Supplier Matrix is excluded from the obligation(s) to include third party rights and/or warranties in favour of the Authority and/or NHS England in Clauses 38.10.12, 38.10.13, 38.11.2, or 38.11.3 of Schedule 2

Specify if the value of £10,000 in Paragraph 2 of the Change Control Process in Schedule 13 of the Call-Off Terms and Conditions is to be varied.

Consider for contracts of a long duration whether an extra key provision is required to allow for the costs of Suppliers to be recovered where these are caused by a discriminatory change of law.

Consider whether provision for any of the software provided by the Suppliers to be held in escrow is required.

Specify if the Authority is to give any further warranties pursuant to Clause 13.2.5 of Schedule 2.

Consider if liability for clinical decisions made using the Deliverables (e.g. software) should be excluded or apportioned, if not covered already in the Suppliers' standard licence terms.

Not used.

Annex 3

Contract Price and Payment Terms

Contract Price

[REDACTED]

Contact price to be paid by the Authority to the suppliers for the provision of the Deliverables, as set out below.

Payment Provisions

Milestone	Proposed timing	Proposed payment milestone
Formal kick-off meeting	21 October	-
Update meeting on review of available data and study implications	31 October	[REDACTED] of payment following successful completion of kick-off [REDACTED]
Share costing of delivery model (milestone 1)	15 November	-
Simple cohort-level decision model (milestone 2)	3 December	-
Scenario analyses (milestone 3)	3 December	-
Deliverables 1-3 written into final report	6 December	-
Revisions to final report	23 December	[REDACTED] of payment following report sign-off [REDACTED]

Payment provisions/structure in respect of each Supplier to be stated separately in respect of their portion of the Deliverables

Please state if in any case invoicing arrangements and/or payment is to be via a third party or another Supplier. Not Used

Maximum Payments on Unilateral Termination by Authority

Termination Date	Maximum Unrecovered Payment (£ inclusive of VAT)	Maximum Breakage Cost Sum (£ inclusive of VAT)	Maximum Termination Sum (£ inclusive of VAT)
Anytime before or including the first anniversary of the Effective Date			
Anytime after the first anniversary of the Effective Date and before the end of the day on which the second anniversary the Effective Date falls.			
Anytime after the second anniversary of the Effective Date and before the end of the day on which the third anniversary the Effective Date falls.			
<i>Insert as many rows as required, or do not adjust maximum amounts by year of the contract</i>			

Suppliers' Financial Model (if applicable) Not used

Annex 4

Implementation Plan (if any)

Insert Implementation Plan from Call-Off ITT Response

Not used

Annex 5

Information Security Management Plan

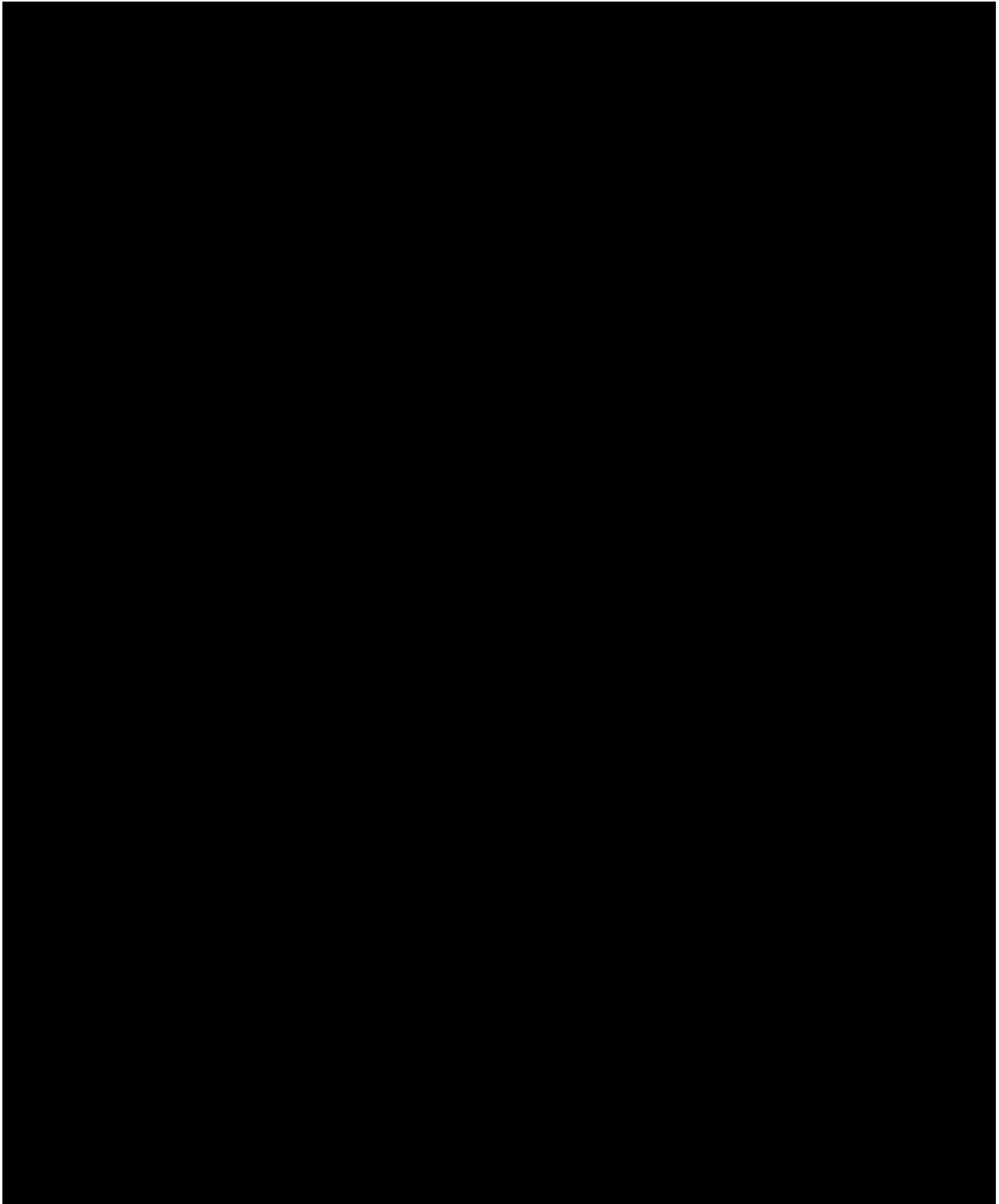


Ipsos UK Information
Security.pdf

Annex 6

Supplier Solution

To be completed on award [This annex shall consist of the Supplier's responses to this Call-Off ITT]



Annex 7

Processing of Personal Data

This annex shall be inserted as the Annex to Schedule 5 of the Call-Of Terms and Conditions.

1. The Suppliers are only authorised to Process Personal Data in accordance with this Annex.
2. The Suppliers shall comply with any further written instructions with respect to Processing from the Authority from time to time.
3. Any such further instructions shall be incorporated into this Annex.

No processing of personal data – not applicable

Description	Data
Subject matter of the processing	1 [This should be a high level, short description of what the processing is about i.e. its subject matter]
Duration of the processing	2 [Clearly set out the duration of the processing including dates]
Nature and purposes of the processing	<p>[Please be as specific as possible, but make sure that you cover all intended purposes.</p> <p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.]</p>
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include patients, members of the public users of a particular website etc.]
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	[Describe how long the data will be retained for, how it will be returned or destroyed.]

For the avoidance of doubt this list will be amended through the Contract Meetings as set out above and in line with the hssf call-off contract terms and conditions.

Annex 8

[As referenced in Schedule 18 of the Call-Off Terms and Conditions]

BOARD REPRESENTATIONS AND STRUCTURES

Not applicable.

Service Management Board Representation and Structure

Authority Members of Service Management Board		(Chairperson)
Supplier Members of Service Management Board		
Start Date for Service Board Management meetings		
Frequency of Service Board Management meetings		
Location of Service Board Management meetings		

Program Board Representation and Structure

Authority Members of Programme Board	(Chairperson)
Supplier Members of Programme Board	

Start Date for Programme Board meetings	
Frequency of Programme Board meetings	
Location of Programme Board meetings	

Technical Board Representation and Structure

Authority Members of Technical Board	(Chairperson)
Supplier Members of Technical Board	
Start Date for Technical Board meetings	
Frequency of Technical Board meetings	
Location of Technical Board meetings	

Risk Management Board Representation and Structure

Authority Members of Risk Management Board	(Chairperson)
Supplier Members of Risk Management Board	
Start Date for Risk Management Board meetings	
Frequency of Risk Management Board meetings	
Location of Risk Management Board meetings	

Annex 9

Standard Licence Terms

Annex 10

Notified Sub-Contractors

Not applicable

Annex 11

Supplier Software and Third Party Software

Not applicable

Supplier Software

The Supplier Software includes the following items:

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non- COTS)

Third Party Software

The Third Party Software includes the following items:

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non- COTS)