

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

Order Form

CALL-OFF REFERENCE:	W49764
THE BUYER:	NHS Counter Fraud Authority
BUYER ADDRESS	NHS Counter Fraud Authority 7th Floor HM Government Hub 10 South Colonnade, Canary Wharf London E14 4PU
THE SUPPLIER:	Insight Direct (UK) Ltd
SUPPLIER ADDRESS:	Technology Building, Insight Campus, Terry Street, Sheffield, S9 2BU.
REGISTRATION NUMBER:	02579852
DUNS NUMBER:	769387739
SID4GOV ID:	208171
Insight Ref	17242

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 25 March 2024.

It's issued under the Framework Contract with the reference number RM6259 for the provision of Vertical Application Solutions.

CALL-OFF LOT(S):

Lot Number 5

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
2. Joint Schedule 1 (Definitions and Interpretation) RM6259
3. Framework Special Terms. Clause 11.2 of the CCS Core Terms is hereby replaced with the words “ 11.2 Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £1 million or 125% of the Estimated Yearly Charges.”
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6259
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data), hereby amended so that paragraph 13. (c) is replaced with the words “enter into a written agreement with the Sub-Processor that meets or exceeds the requirements of Article 28 of the GDPR, as incorporated into English law pursuant to the European Union (Withdrawal) Act 2018.”
 - Call-Off Schedules for Call-Off reference number W49764
 - Call-Off Schedule 2 (Transparency)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services), as amended by Special Term 2 below.
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery), it being acknowledged and agreed that the document entitled “Disaster Recovery Procedure (Customer) V2.0” set out below is the Business Continuity and Disaster Recovery plan for the purposes of this Call-Off Schedule 8.
 - Call-Off Schedule 9 (Security), it being acknowledged and agreed that Part A: Short Form Security Requirements applies.
 - Call-Off Schedule 10 (Exit Management) the parties acknowledging and agreeing that the document entitled “Clue - Exit Plan v1.1” set

out below is the exit plan for the purposes of Schedule 10, and that Part A does not apply.

- Call-Off Schedule 20 (Call-Off Specification).
- 5. CCS Core Terms (version 3.0.11).
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6259.
- 7. Call-Off Schedule 24 (Supplier-Furnished Terms).

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 The Supplier warrants that:

- a. the Call-Off Deliverables (which are Services) shall conform with the Call-Off Specification in material respects during the Contract Period;
- b. the licence terms applicable to the Call-Off Deliverables permit the Buyer to present, share, and distribute datasets (whether the Buyer's or a third party's) and findings that have been processed by the Call-Off Deliverables to third parties for their benefit (for example, the sharing of business intelligence and benchmarking data to enable those third parties to improve their counter fraud provision), so that (as applicable) under the licence terms of the Call-Off Deliverables:
 - i. such activities shall be deemed permitted activities of the Buyer; and
 - ii. such third parties shall be deemed permitted users and recipients of the output from the Call-Off Deliverables;
- c. the Buyer's intended use of the Call-Off Deliverables as notified to the Supplier prior to the date of this Call-Off Contract (including as set out in the Call-Off Specification) will not otherwise cause the Buyer to be in breach of any of the licence terms applicable to those Call-Off Deliverables; and
- d. it has received from all relevant third party licensors of the Call-Off Deliverables their acknowledgement and agreement to provisions a, b, and c of this Special Term 1.

Special Term 2 - The Supplier shall ensure that the licence procured by it in accordance with paragraph 9 of Call-Off Schedule 6 shall not be revised, varied, extended, replaced or superseded without the express agreement of the Buyer (not to be unreasonably withheld, conditioned or delayed). For the avoidance of doubt, where any variations are proposed, the Supplier shall submit the proposed amendments to the Buyer who will review and assess the amended licence for acceptability in its entirety, acting reasonably. The Buyer acknowledges and agrees that the Services comprise the provision of standard Software as a Service, and the

Buyer has the right to access and use the Services during the Contract Period subject to the terms of the End User Licence (EULA) referenced in Annex 2 and 3 of Call Off Schedule 24 and set out below. Accordingly, it is agreed that clauses 9.1 and 9.2 of the Core Terms shall not apply to this Call-Off Contract. It is acknowledged and agreed that the Services described in Call-Off Schedule 5 (including for Professional Plus and Advanced User licences) do not comprise the provision of Specially Written Software and/or non-COTS IPR under this Call-Off Contract. To the extent that any New IPR is generated under this Call-Off Contract it shall be owned by the Key Sub-Contractor. For additional clarity, except for the rights expressly granted herein, the Key Sub-Contractor shall retain all right, title and interest in and to the Software provided as a Service, including all modifications and derivatives thereto. Prior express written agreement must be obtained from the Key Sub-Contractor before any Specially Written Software or non-COTS IPR is agreed to be provided under this Call-Off Contract.

Special Term 3 – In the event that the Buyer terminates this Call-Off Contract under Clause 10.2.2 of the Core Terms, all Charges paid or payable for Contract Years 1 to 3 shall not be refunded and/or shall remain payable, as applicable.

Special Term 4 – for additional clarity, the parties acknowledge and agree that hosting services will be provided by Microsoft Azure, a permitted Sub-processor for the purposes of Joint Schedule 11 (Personal Data) which shall be governed by its standard terms as set out at <https://www.microsoft.com/licensing/docs/customeragreement>

Special Term 5 – For the avoidance of doubt, the agreed service levels include the following:

Support Access is 8:00 -18:00 during a Working Day.

The Supplier shall use commercially reasonable efforts meet the following response targeted times:

Priority	Target Response	Target Resolution
1	30 Minutes	4 Hours
2	1 Hour	1 Business Day
3	1 Business Day	5 Business Days
4	2 Business Days	Next Release

The Supplier shall provide:

Knowledge Hub access – Standard – 5 licences.

Portal access to raise tickets – Standard – 2 licences.

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Quarterly support reviews (QSRs).

Enhanced-support during releases.

The Clue community:

The Community work together in capturing needs, developments and identifying best practices and operating procedures. The Community enabling platform (Clue Connect) allows users to learn how others use Clue to get the most out of the system. Training is available both from Clue Connect and the Clue Knowledge Hub.

Clue Customer success:

The Key Sub-Contractor has provided a named customer success manager (CSM) responsible for delivering service as defined within the customer success plan. This plan includes governance and check-ins. The Supplier shall ensure that it notifies the Buyer without delay in the event that the named CSM changes. For Key Sub-Contractor personnel who are provided access to the Buyer's production environment by the Buyer, the Key Sub-Contractor shall upon the Buyer's request provide evidence of the security clearance level agreed between the Key Sub-Contractor and the Buyer for such personnel.

CALL-OFF START DATE: 25 March 2024

CALL-OFF EXPIRY DATE: 24 March 2027

CALL-OFF INITIAL PERIOD: 3 Years, 0 Months

CALL-OFF OPTIONAL EXTENSION PERIOD: 1 Year, 0 Months

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms (as amended in (3) above).

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £157,728.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details). Charges for Years 1, 2 and 3 shall be paid in advance upon Order Form execution.

REIMBURSABLE EXPENSES

None

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PAYMENT METHOD

BACS

BUYER'S INVOICE ADDRESS:



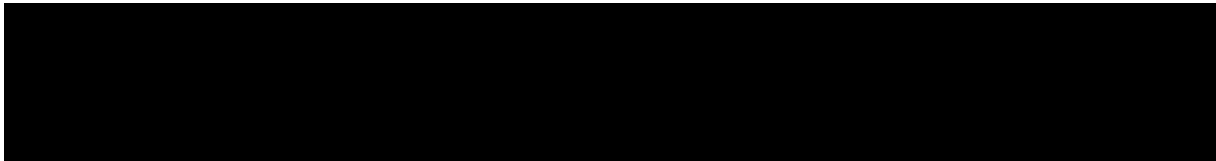
accountspayable@nhsbsa.nhs.uk

NHS Counter Fraud Authority care of

NHS Business Services Authority

Stella House, Goldcrest Way, Newburn Riverside Newcastle upon Tyne NE15 8NY

BUYER'S AUTHORISED REPRESENTATIVE



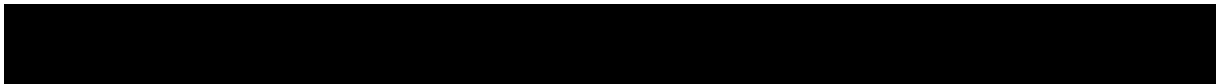
BUYER'S ENVIRONMENTAL POLICY

N/A

BUYER'S SECURITY POLICY

The Security Management Plan V1.0 pdf supplied by Clue Computing Company Limited and set out below is deemed to be the Buyer's Security Policy for the purposes of this Call Off Contract.

SUPPLIER'S AUTHORISED REPRESENTATIVE



Technology Building, Insight Campus, Terry Street, Sheffield, S9 2BU.

SUPPLIER'S CONTRACT MANAGER



Manchester, M3 3HF

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY SUBCONTRACTOR(S)

Clue Computing Company Limited.

COMMERCIALLY SENSITIVE INFORMATION

Framework Ref: RM6259 Vertical Application Solutions

Project Version: v1.0

Model Version: v3.8

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As set out in Joint Schedule 4

SERVICE CREDITS

Not used.

ADDITIONAL INSURANCES

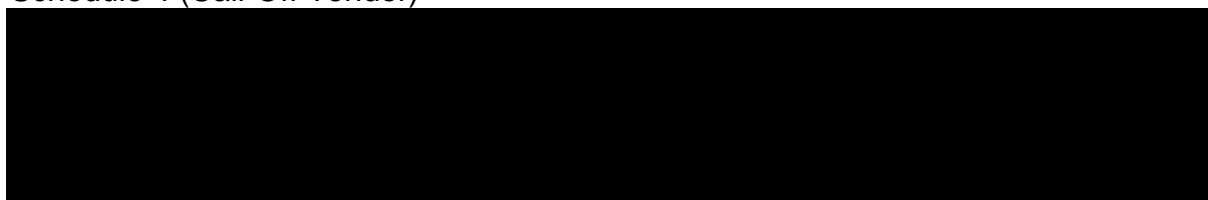
Not applicable

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)



For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Date:	25/3/24	Date:	25/3/24