

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

## **Order Form**

**CALL-OFF REFERENCE: C246140:- NHS England National Legal Services Programme - National Legal Services System**

**THE BUYER:** NHS England

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

**THE SUPPLIER:** Deloitte LLP

**SUPPLIER ADDRESS:** 1 New Street Square, London, EC4A 3HQ

**REGISTRATION NUMBER:** OC303675

**DUNS NUMBER:** 364807771

**SID4GOV ID:**

### **APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 18.03.2024

It's issued under the Framework Contract with the reference number RM6194 for the provision of Back Office 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 includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6194
3. The following Schedules are in equal order of precedence:
  - Joint Schedules for **RM6194**
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)

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- Joint Schedule 7 (Financial Difficulties)
  - ~~Joint Schedule 8 (Guarantee)~~ N/A
  - Joint Schedule 10 (Rectification Plan)
  - Joint Schedule 11 (Processing Data)
  - **Call-Off Schedules for RM6194**
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 4 (Call-off-tender)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 10 (Exit Management)
    - Call-Off Schedule 13 (Implementation Plan and Testing)
    - Call-Off Schedule 14 (Service Levels)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - Call-Off Schedule 16 (Benchmarking)
    - Call-Off Schedule 18 (Background Checks)
    - Call-Off Schedule 20 (Call-Off Specification)
    - Call-Off Schedule 23 (Supplier-Furnished Terms)
4. CCS Core Terms (version 3.0.10)
  5. Joint Schedule 5 (Corporate Social Responsibility) RM6194
  6. 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.

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:

1. The Supplier will procure the ServiceNow products ("Subscription Products") for the Buyer on ServiceNow standard licence terms, and it provides no warranty in relation to such Subscription Products. The licence terms will consist of a Use Authorization and the Ordering Agreement (SN Licence Agreement). Any warranties in relation to the Subscription Products shall be as set out in the SN Licence Agreement. Details of the terms can be found here:  
<https://www.servicenow.com/upgrade-schedules.html>
2. Buyer shall comply with the SN Licence Agreement terms and agrees to indemnify Supplier for any loss arising from Buyer's breach of the SN Licence Agreement.

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3. Section 9 of the CCS Core Terms shall not apply to the extent of conflict or ambiguity in relation to intellectual property rights set out in the SN Licence Agreement
4. Supplier existing IPR includes any enhancements and/or modifications developed in the course of providing the Services
5. The Supplier may decline any aspect of the proposed scope and methods of a Buyer's security requirements on the basis that it:
  - a. includes any technical vulnerability or penetration testing of the Supplier's system; and/or
  - b. may potentially breach Supplier's client confidentiality obligations; and/or
  - c. is outside the scope of services provided to the Buyer under the Call-Off Contract.
6. The Deliverables are for the Buyer's exclusive use and are provided for the purposes described in this Call-Off Contract. No person other than Buyer may rely on the Deliverables and/or information derived from them. Notwithstanding the foregoing, it is anticipated that the Services will require the Supplier to widen access and reliance to the initial eight pilot NHS organisations which are to be agreed in the planning stage ("Pilot Group") and in each case the Supplier will provide access and reliance via a beneficiary access letter agreed with each entity. This does not affect the Buyer's right to sub-licence any New IPR that may be supplied under the Call-Off Contract.
7. Any additional NHS organisation to the Pilot Group will be agreed between the parties through the Variation Procedure and will be subject to the Supplier's client take on procedures.
8. The following terms are additional to the RM6194-Call-Off-Schedule 14 Service Levels. Where there is a conflict, the terms below will take precedence.
  - a. In the initial six (6) months of live service provision, the Service Level targets in Part A in the RM6194-Call-Off-Schedule 14 Service Levels shall be treated as Service Level Objectives (SLOs). The service level will be tracked and reported, but no service credits or similar penalties will be associated with failing to meet them during the initial six (6) months of live service provision.
  - b. When service provision has stabilised (expected to be at the 4 - 6 month mark), the Buyer and Supplier will jointly agree on the Service Level Agreements (SLAs). Service credits for failing to meet these SLAs will be decided upon within the first six months post-go live.
  - c. During the initial six (6) months of live service provision, the following governance model will be applied:

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- i. The Supplier will provide a weekly report on performance tracked against the Service Level Objectives.
  - ii. Service level failures will be reviewed by the Supplier Service Manager and the NHS Service Owner with preventative measures discussed to remove/reduce the chance of repeat and implications for future state SLAs captured. Where failures are deemed to be sufficiently severe, or the proposed preventative steps are seen as insufficient, this can be escalated to the Supplier Lead Client Service Partner for the NHS.
9. The Supplier may access the data (including personal data in line with GDPR) from within the EEA in the course of providing L2 and L3 support. The data will remain hosted in the UK.
10. The Supplier will implement access controls that are designed to prevent sensitive information being disclosed to the Supplier. However, it is recognised, in the rare event that the Supplier requires access to a request/matter that contains patient data to address a support issue, the NHSE Legal System Administrator will be asked to grant approval and may provide temporary access to the Deloitte System Administrator to resolve the problem, which will be tracked for audit purposes. Alternatively, NHSE Legal Administrators may choose not to provide access and instead screen share, enabling the Deloitte System Administrator to supervise and guide the NHSE Legal Administrator as they work to resolve the issue, ensuring controlled access to any sensitive information.
11. The Buyer will either provide written confirmation that Deliverables and Milestones are accepted or provide reasons for their non-acceptance within fifteen (15) Working Days of their receipt or completion (whichever is earlier). If the Buyer does not do this, the relevant Deliverable and/or Milestone will be deemed to be finally accepted. Any subsequent repair or replacement warranty period will only apply if agreed as a variation.
12. The Supplier will provide the following:
  - a. The licence agreement will run for over twenty (24) months and one (1) day from 31st March 2024.
  - b. 20 licences will be provided from 31st March for the full period of twenty (24) months and one (1) day
  - c. An additional 30 licences will be provided for seventeen (17) months and nine (9) days (starting after the initial six (6) month build phase)

The above will extend the licenced period for 12 months beyond the initial licence period. The additional twelve (12) months period for the licence agreement and support servicer will cost [REDACTED]

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13. The requirement for the 'receipt of digital signatures and seals' capability could be addressed by the DocuSign solution, and the Supplier can provide this for the additional cost of [REDACTED], which includes the design, build, test, and the associated implementation and change management of the integration of DocuSign to the proposed ServiceNow solution.

The potential licence costs range from [REDACTED], based on an 'envelope limit' model and a pool of 16 users.

The support of DocuSign will follow the same model as that proposed for the ServiceNow solution. The Supplier must provide the list of the proposed Subcontractor(s) and a forecast of how much work will be subcontracted and to whom and obtain agreement with the Buyer prior to the use of the Subcontractor(s) named in the Call-Off Contract (including Supplier's affiliates and group members) to process Personal Data.

14. The Supplier may terminate the Call-Off Contract on written notice to the Buyer if the performance of any part of the Services would conflict with law, professional rules or the Supplier's independence. The Supplier will provide as much notice to the Buyer as is reasonably possible and will work with the Buyer to seek to mitigate any impact on the Services. To minimise the impact, the Supplier agreed not to take on new services that would create a conflict with this project.

CALL-OFF START DATE: 20.03.2024

CALL-OFF EXPIRY DATE: 20.03.2026

CALL-OFF INITIAL PERIOD: 24 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.

CALL-OFF CHARGES  
The table below outlines the charges for deliverables that the Supplier can submit to the Buyer for the completed and approved deliverables:

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Deliverables	Acceptance criteria	Pricing
<p>Develop a structured Programme roadmap and detailed project plans for the delivery of:</p> <ul style="list-style-type: none"> <li>- Detailed requirements</li> <li>- Process mapping to level 4</li> <li>- Business, data and system architecture schematics</li> <li>- Data migration</li> <li>- Programme and services KPIs and benefits realisation plan</li> <li>- Access, data and cyber security compliance</li> </ul>	<p>Delivered by 31/03/2024 and met the requirements set out in C244297 NLSS EXPRESSION OF INTEREST RESPONSE QUESTIONNAIRE.</p>	
<p>Procure and set up the software solution, licences required and hosting of the solution to commence developing and configuring the National Legal Services System.</p>	<p>Licence ownership transferred to the Buyer by 31/03/2024</p> <p>Configuration met the requirements set out in the RM6194-Call-Off-Schedule-20-Specification-v1.0</p>	
<p>A fully functional System platform, including the following documentation:</p> <ul style="list-style-type: none"> <li>- Detailed requirements</li> <li>- Process mapping to level 4</li> <li>- Business, data and system architecture schematics</li> <li>- Data migration</li> <li>- Programme and services KPIs and benefits realisation plan</li> <li>- Access, data and cyber security compliance</li> <li>- Help desk support materials, processes and procedure</li> <li>- Future roadmap</li> </ul>	<p>Completion of the build and test stage by twelve (12) months from the Call-off Contract Start Date.</p> <p>User acceptance test completed, and tests passed with signed off from individual organisations</p>	
<p>Ongoing hosting of the System and service support for end</p>	<p>Commence hosting and service support within twelve (12) months from</p>	

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Deliverables	Acceptance criteria	Pricing
users with a fully operational help desk function	<p>the Call-off contract start date.</p> <p>Meeting the requirements set out in C244297 NLSS EXPRESSION OF INTEREST RESPONSE QUESTIONNAIRE and the service KPIs set out in Call-Off-Schedule-20-Specification-v1.0.</p>	
	<b>Total</b>	

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

The Authority will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to the Authority must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. General requirements for an invoice for the Authority include:

- A description of the good/services supplied is included.
- The Authority's reference number/Purchase Order number is included.
- The Provider will be expected to submit all invoices via the Authority's e-Invoicing Platform in accordance with e-Invoicing Guidance or via an alternative PEPPOL-compliant e-invoicing system.

Useful Link at: <https://tradeshift.com/supplier/nhs-sbs/>

**BUYER'S INVOICE ADDRESS:**

NHS England  
X24 Payables K005  
PO Box 312  
Leeds  
LS11 1HP

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**BUYER'S AUTHORISED REPRESENTATIVE**

Name: [REDACTED]

Title: Associate Director – NHS Corporate Services Improvement

Email: [REDACTED]

Address: 7 and 8 Wellington Place, Leeds, West Yorkshire, LS1 4AP

**BUYER'S CONTRACT MANAGER**

Name: [REDACTED]

Title: Head of Commercial Operating Model Design

Email: [REDACTED]

Address: Wellington House, 133-155 Waterloo Road, London, SE1 8UG

**BUYER'S ENVIRONMENTAL POLICY**

[Greener NHS \(england.nhs.uk\)](https://www.england.nhs.uk/greener-nhs/)

**BUYER'S SECURITY POLICY**

[information-security-policy-v4.0.pdf \(england.nhs.uk\)](#)

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

Global LMC Lead

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]

**PROGRESS REPORT FREQUENCY**

The Supplier must provide weekly progress reports in the template and format set out by the Buyer.

The weekly progress report must be submitted to the Buyer by no later than 12:00 on Friday of each week during the contract period.

**PROGRESS MEETING FREQUENCY**

Contract performance review to take place every two months, with the first meeting to take place on the first working day two months from the Call-Off Contract Start Date.

**KEY STAFF**

As Call Off Schedule 7



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**KEY SUBCONTRACTOR(S)**

Not Applicable

**COMMERCIALLY SENSITIVE INFORMATION**

Not Applicable

**SERVICE CREDITS**

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: £6,450 per month

The Service Period is: one Month

A Critical Service Level Failure is: Severity 1 constitutes a loss of the service which prevents a large group of Automations from working, or has a critical impact on the activities of the service or service recipients.

**ADDITIONAL INSURANCES**

Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements),

- cyber liability insurance with cover (for a single event or series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

**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)

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Buyer Signature:		Supplier Signature:	
Name:		Name:	
Job Title/Role:	Director of Financial Director of Financial	Job Title/Role:	Partner Global LMC Lead
Date Signed:	25 March 2024	Date Signed:	20th March 2024
Date:		Date:	