

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

Order Form

CALL-OFF REFERENCE: **C261385**

THE BUYER: **NHS England**

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

THE SUPPLIER: **Trustmarque Solutions Limited**

SUPPLIER ADDRESS: **Marlborough House, Westminster Place, York
Business Park, York, YO26 6RW**

REGISTRATION NUMBER: **02183240**

DUNS NUMBER: **397428608**

SID4GOV ID: **N/A**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1st May 2024.

It's issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Service.

CALL-OFF LOT(S):

Lot 3 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, including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6098
3. Framework Special Terms

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4. The following Schedules in equal order of precedence:

- Joint Schedules for RM6098
 - 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)
- Call-Off Schedules for RM6098
 - Call-Off Schedule 6 (ICT Services) including Annexes A to E
 - Call-Off Schedule 9 (Security Part A Short Form)

5. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form

6. Joint Schedule 5 (Corporate Social Responsibility) RM6098

7. 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:

Special Term 1: Cyber Security Requirements

The following wording shall be included as a new Clause 3.4 of the Core Terms of the Call-Off Contract:

The Supplier warrants and represents that it has complied with and throughout the Contract Period will continue to comply with the Cyber Security Requirements. The **“Cyber Security Requirements”** means:

- a) compliance with the data security and protection toolkit (DSP Toolkit), an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian's 10 data security standards and supports key requirements of the UK GDPR, which can be accessed from <https://www.dsptoolkit.nhs.uk/>, as may be amended or replaced by the Buyer or the Department of Health and Social Care from time to time;
- b) such requirements as are identified by the Buyer in its Security Policy (if applicable); and
- c) subject to clause 24 (Changing the contract) of the Core Terms, any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from time to time.

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Special Term 2: Security

1. The following wording shall be included as a new Clause 7.6 of the Core Terms of the Call-Off Contract:

- 7.6 Notwithstanding that Call-Off Schedule 9 (Security) Part A has been incorporated into this Order Form under the section headed "CALL-OFF INCORPORATED TERMS", paragraph the following clause shall apply to this Order Form in any event:

"The ISMS shall at all times provide a level of security which:

- a) is in accordance with the Law and this Contract;
 - b) complies with the Baseline Security Requirements;
 - c) as a minimum demonstrates Good Industry Practice;
 - d) where specified by a Buyer that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;
 - e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) (<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>)
 - f) meets any specific security threats of immediate relevance to the ISMS, the Deliverables and/or Government Data;
 - g) addresses issues of incompatibility with the Supplier's own organisational security policies; and
 - h) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7;"
2. Included within Call-Off Schedule 9 (Security) at clause 4.3.1 the following wording shall be removed "twenty (20)" and replaced with: "thirty (30)"

Special Term 3: Execution and Counterparts

The following wording shall be included as new Clause 36 of the Core Terms of the Call-Off Contract:

36 Execution and Counterparts

36.1 This Call-Off Contract may be executed in any number of counterparts (including by electronic transmission), each of which when executed shall constitute an original but all counterparts together shall constitute one and the same instrument.

36.2 Execution of this Call-Off Contract may be carried out in accordance with the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 (SI 2016/696) and the Electronic Communications Act 2000. In the event each Party agrees to sign this Call-Off Contract by electronic signature (whatever form the electronic signature takes) it is confirmed that this

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method of signature is as conclusive of each Party's intention to be bound by this Call-Off Contract as if signed by each Party's manuscript signature. In such situation, this Call-Off Contract shall be formed on the date on which both Parties have electronically signed the Call-Off Contract as recorded in the Buyer's electronic contract management system.

CALL-OFF START DATE: 1st May 2024

CALL-OFF EXPIRY DATE: 30th April 2026

CALL-OFF INITIAL PERIOD: 2 Years

CALL-OFF OPTIONAL EXTENSION PERIOD **x2 12 Months**

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION 90 days
minimum period of notice

CALL-OFF DELIVERABLES

Option A: Mentimeter Pro for 240 Licences for a period of 1st May 2024 to 30th April 2026.

LOCATION FOR DELIVERY

The Goods and/or Services will be delivered remotely

DATES FOR DELIVERY

Option A: 1st May 2024 to 30th April 2026

TESTING OF DELIVERABLES

Not used.

WARRANTY PERIOD

In accordance with the Mentimeter General Terms and Conditions [access section 8](#)

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is [REDACTED] Estimated Charges in the first 12 months of the Contract.

CALL-OFF CHARGES

Option A: the Charges for the Deliverables

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	Year 1	Year 2
Licence Cost	[REDACTED]	[REDACTED]
Support and Maintenance	[REDACTED]	[REDACTED]
Training	[REDACTED]	[REDACTED]
Implementation	[REDACTED]	[REDACTED]
Configuration Costs	[REDACTED]	[REDACTED]
Other costs (please add lines as necessary and include description in this Column)	[REDACTED]	[REDACTED]

Total

If by direct award or if not otherwise used: The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Indexation
- Specific Change in Law

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

The payment method for this Call-Off Contract is BACS transfer, and annually in advance.

BUYER'S INVOICE ADDRESS:

Any queries regarding outstanding payments should be directed to NHS England's Accounts Payable section by email at financialaccounts@nhs.net

Invoices should clearly quote the purchase order number, be addressed to NHS England, X24 Payables K005, PO Box 312, LEEDS LS11 1HP and be sent as a PDF attachment by email to the following email address; sbs.apinvoicing@nhs.net (one invoice per PDF) and emails must not exceed 10Mb and quote, 'X24 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.

NHS ENGLAND
X24 PAYABLES K005
PO BOX 312
LEEDS

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LS11 1HP

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

NHS England, 7 and 8 Wellington Place, Leeds, West Yorkshire, LS1 4AP

BUYER'S ENVIRONMENTAL POLICY

NHS England Social Value Charter available online at: [NHS England Social value charter](#)

&

NHS England's [Sustainable development management plan: summary report](#)

BUYER'S SECURITY POLICY

N/A

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

Marlborough House, Westminster Place, York Business Park, York, YO26 6RW

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

[REDACTED]

[REDACTED] Marlborough House,
Westminster Place, York Business Park, York, YO26 6RW

PROGRESS REPORT FREQUENCY

Not applicable.

PROGRESS MEETING FREQUENCY

Not applicable.

KEY STAFF

None.

KEY SUBCONTRACTOR(S)

Mentimeter AB (publ)

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable

Framework Ref: RM6098

Project Version: v2.0

Model Version: v3.8

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ADDITIONAL INSURANCES

See Joint Schedule 3 (Insurance Requirements)

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

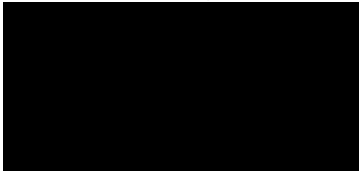
BUYER CORE GOODS AND/OR SERVICES REQUIREMENTS

- 1 The following requirements shall take priority above all terms, conditions and specifications set out in this Call-Off Contract (including without limitation any embedded documents and terms), and the Supplier shall ensure that the software licences meet and conform with the following requirements:
 - 1.1 The Buyer shall be entitled, free of charge, to sub licence the software to any contractor and/or sub-contractor of the Buyer who is working towards and/or is providing services to the Buyer.
 - 1.2 The Buyer's role as national information and technology partner to the NHS and social care bodies involves the Buyer buying services for or on behalf of the NHS and social care entities. Nothing in the licences for any of the software shall have the effect of restricting the Buyer from discharging its role as the national information and technology partner for the health and care system, which includes the ability of the Buyer to offer software and services to the NHS and social care entities. Specifically, any software licensing clause prohibiting 'white labelling', 'provision of outsourcing services' or similar, shall not be interpreted as prohibiting the Buyer's services.
 - 1.3 The Buyer shall be entitled to deploy the software at any location from which the Buyer and/or any contractor and/or sub-contractor of the Buyer is undertaking services pursuant to which the software is being licenced.
 - 1.4 Any software licenced to the Buyer on a named users basis shall permit the transfer from one user to another user, free of charge provided that the Supplier is notified of the same (including without limitation to a named user who is a contractor and/or Subcontractor of the Buyer).
 - 1.5 Upon written consent from the licensor and/or Subcontractor the Buyer shall be entitled to assign or novate all or any of the software licences free of charge to any other central government entity, by giving the licensor prior written notice (such consent shall not be unreasonably withheld).
 - 1.6 The Supplier shall notify the Buyer in advance if any software or service permits the Supplier or any third party remote access to the software or systems of the Buyer.

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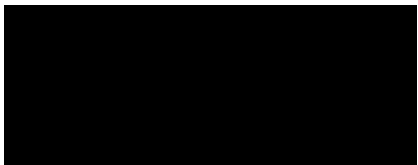
Where the Supplier is responsible for the calculation of the appropriate number of users for software, and it is later shown there is a shortfall of licences, the Supplier shall be responsible for all costs of the Buyer.

Supplier Signatory



Full Name: [Redacted]
Job Title/Role: [Redacted]
Date Signed: 18/06/2024

Buyer Signatory



Full Name: [Redacted]
Job Title/Role: [Redacted]
Date Signed: 18 June 2024

Execution by seal / deed where required by the Buyer