

	<p>1) Clause 11.2 of the Call-Off terms shall be deleted in its entirety and replaced with the following new Clause 11.2:</p> <p>11.2A All Project Specific IPRs shall vest in the Buyer absolutely, and the Supplier hereby assigns to the Buyer, absolutely with full title guarantee (and free from all third party rights), any and all of its right, title and interest in and to all the existing and future Project Specific IPRs, to the fullest extent permitted by law.</p> <p>11.2B The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities and to the extent required to enjoy the full benefit of ownership of the Project Specific IPRs.</p> <p>11.2C The Buyer shall have the right to grant to any person a sub-licence of any licence granted pursuant to Clauses 11.2B and 11.3.</p> <p>11.2D Each Party undertakes that it shall promptly execute all documents, make all applications, give all assistance and do or procure the doing of all acts and things as may be necessary or desirable to give full effect to the assignment of the Project Specific IPRs described in Clause 11.2A in, and to register ownership of the Project Specific IPRs in, the name of the Buyer (to the extent that registration of rights is available) and/or to give full effect to the licences granted under this Clause 11.</p> <p>2) Clauses 18.2 and 18.3 of the Call-Off terms shall be deleted in their entirety and replaced with the following new Clauses 18.2 and 18.3:</p> <p>18.2 The Parties agree that the:</p> <ul style="list-style-type: none"> • Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided • Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's Losses, unless Unavoidable Losses are specified in the Order Form, in which
--	--

	<p>case clause 18.3 shall apply to such Unavoidable Losses.</p>
18.3	<p>Subject to clause 24 (Liability), and if this clause is specified to apply in the Order Form, if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any Unavoidable Losses incurred by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Unavoidable Losses. If the Supplier has insurance, the Supplier will reduce its Unavoidable Losses by any insurance sums available. The Supplier will submit a fully itemised and costed list of the Unavoidable Losses with supporting evidence.</p>
3)	<p>A new Clause 32.4 shall be added and shall take precedence over Clause 8.11 of the Framework Agreement for the sole purpose of interpretation of this Call-Off Contract in relation to General Changes of Law:</p>
32.4	<p>Any required changes to the Services or this Call-Off Contract after the Start Date arising out of or in connection with the United Kingdom's withdrawal from the European Union (that is, ceases to be an EU Member State) shall be addressed as a General Change in Law, which means the Supplier shall not be entitled to reduce the functionality or performance of the Services or increase the Charges.</p>
4)	<p>New Clauses 4A and 4B shall be added as follows:</p>
4A	<p>IR35</p>
4A.1	<p>This Call-Off Contract constitutes a contract for the provision of goods and/or services. Where the Supplier (or its Subcontractors) have included one or more people that are non-permanent members of staff that are not on the Supplier's (or its Subcontractors) payroll ("Contractor(s)") to fulfil its service obligations under this Call-Off Contract, the Supplier shall be fully responsible for and shall indemnify the Buyer for:</p> <ul style="list-style-type: none"> any proceedings, claims or demands by any third party (including specifically, but without limitation, HMRC and any successor, equivalent or related body pursuant to the IR35 legislation and/or any of the provisions of Income Tax Regulations); any income tax, National Insurance and social

	<p>security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the services or any payment or benefit received by the Contractor in respect of the services, where such recovery is not prohibited by law; and</p> <ul style="list-style-type: none"> all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Buyer in connection with or in consequence of any such liability, deduction, contribution, assessment or claim. <p>4A.2 The Buyer may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Supplier.</p> <p>4A.3 The Supplier warrants that it is not, nor will it prior to the cessation of this Call-Off Contract, become a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.</p> <p>4A.4 The Supplier shall monitor the provision of the services and notify the Buyer where it considers that the activity of the Buyer may impact the Suppliers' (or its Subcontractors) IR35 Assessment in relation to the Contractors.</p> <p>4B Security of Supplier Staff</p> <p>4B.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: verification of identity, employment history, unspent criminal convictions and right to work, as detailed in the HMG Baseline Personnel Security Standard (https://www.gov.uk/government/publications/government-baseline-personnel-security-standard), as may be amended or replaced by the Government from time to time.</p> <p>4B.2 The Supplier shall agree on a case by case basis which Supplier Staff roles which require specific government National Security Vetting clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Buyer Data.</p> <p>4B.3 The Supplier shall prevent Supplier Staff who have not yet received or are unable to obtain the security clearances required by this clause from accessing systems</p>
--	---

	<p>which store, process, or are used to manage Buyer Data, or from accessing Buyer premises, except where agreed with the Buyer in writing.</p> <p>4B.4 All Supplier Staff that have the ability to access Buyer Data or systems holding Buyer Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.</p> <p>4B.5 Where Supplier Staff are granted the ability to access Buyer Data or systems holding Buyer Data, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need such access or leave the organisation, their access rights shall be revoked within one (1) Working Day.</p> <p>5) A new Clause 16.8 shall be added as follows:</p> <p>16.8 The Supplier warrants and represents that it has complied with and throughout the Call Off Contract Period will continue to comply with the Cyber Security Requirements.</p> <p>6) Clauses 12.1 and 12.3 of the Call-Off terms and conditions shall be deleted in their entirety and replaced with the following new Clauses 12.1 and 12.3:</p> <p>12.1 The Supplier must:</p> <ul style="list-style-type: none"> • comply with the Buyer's written instructions and this Call-Off Contract when Processing any Buyer Data, including but not limited to Buyer Personal Data; • only Process the Buyer Data, including but not limited to Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body; • take reasonable steps to ensure that any Supplier Staff who have access to any Buyer Data, including but not limited to Buyer Personal Data act in compliance with Supplier's security processes. <p>12.3 The Supplier must get prior written consent from the Buyer to transfer any Buyer Data, including but not limited to Buyer Personal Data to any other person including any Subcontractors) for the provision of the Services.</p> <p>7) A new Clause 28A shall be added as follows:</p>
--	---

	<p>28A Corporate Social Responsibility Conduct and Compliance</p> <p>28A.1 The Buyer applies corporate and social responsibility values to its business operations and activities which are consistent with the Government's corporate social responsibility policies, including, without limitation, those policies relating to anti-bribery and corruption, health and safety, the environment and sustainable development, equality and diversity.</p> <p>28A.2 The Supplier represents and warrants that it:</p> <p>28A.2.1 complies with all CSR Laws;</p> <p>28A.2.2 requires its Subcontractors and any person under its control, to comply with all CSR Laws; and</p> <p>28A.2.3 has adopted a written corporate and social responsibility policy that sets out its values for relevant activity and behaviour (including, without limitation, addressing the impact on employees, clients, stakeholders, communities and the environment by the Supplier's business activities).</p> <p>28A.3 The Supplier shall notify the Buyer in the event that its corporate and social responsibility policies conflict with, or do not cover the same subject matter in an equivalent level of detail as is in, the CSR Policies.</p> <p>8) A new Clause 28B shall be added as follows:</p> <p>28B Modern Slavery</p> <p>28B.1 The Supplier represents and warrants that at the Start Date neither the Supplier, nor any of its officers and employees:</p> <p>28B.1.1 have been convicted of any offence involving slavery and human trafficking; and</p> <p>28B.1.2 having made reasonable enquiries, so far as it is aware, have been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.</p>
--	--

	<p>28B.2 The Supplier shall implement due diligence procedures for its Subcontractors and other participants in its supply chains to ensure that there is no slavery or human trafficking in its supply chains.</p> <p>28B.3 The Supplier shall prepare and deliver to the Buyer each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.</p> <p>9) New Clauses 33.2 and 33.3 shall be added as follows:</p> <p>Data Protection Impact Assessment Delivery and Assistance</p> <p>33.2 Without limitation to the obligations as set out in Schedule 7 (GDPR Information), the Call-Off Contract and the Order Form, the Supplier shall provide a draft DPIA prior to Contract Award for each Deliverable under the Call-Off Contract.</p> <p>33.3 The Supplier shall update the DPIA to be complete for the agreed Deliverable(s) and meeting all Law, prior to the Start date of the Call-Off Contract. The Supplier shall be responsible for updating the DPIA at each material change of the Deliverable(s) (including but not limited to each release of new software) and following any Variation.</p> <p>10) A new Clause 34 shall be added as follows:</p> <p>34 Assignment and Novation</p> <p>The Buyer may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Call-Off Contract and/or any associated licences to the Department of Health, NHS England and / or any Central Government Body and the Supplier shall, at the Buyer's request, enter into an agreement in such form as the Buyer shall reasonably specify in order to enable the Buyer to exercise its rights pursuant to this clause 34 (Assignment and Novation).</p> <p>11) A new Clause 35 shall be added as follows:</p> <p>35 Subcontracts</p> <p>The Supplier shall ensure that each material Subcontract shall include:</p>
--	---

	<p>35.1 a right under the Contracts (Rights of Third Parties) Act 1999 for the Buyer to enforce any provisions under the material Subcontract which confer a benefit upon the Buyer;</p> <p>35.2 a provision enabling the Buyer to enforce the material Subcontract as if it were the Supplier; and</p> <p>35.3 obligations no less onerous on the Subcontractor than those imposed on the Supplier under this Call-Off Contract.</p> <p>12) A new Clause 36 shall be added as follows:</p> <p>36 Execution and Counterparts</p> <p>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.</p> <p>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 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.</p> <p>13) Schedule 4 - Processing Data (Framework Agreement)</p> <p>11.1) A new paragraph 1A shall be added to Schedule 4 of the Framework Agreement as follows:</p> <p>1A Apart from where the Parties act as Joint Controllers, it is intended that the Parties will only act as independent Controllers of Personal Data under the Contract where the Supplier also carries out some Processing activities under the Contract as Processor on behalf of the</p>
--	---

	<p>Buyer as Controller.</p> <p>11.2) The reference to paragraph 16 in paragraph 28 of Schedule 4 of the Framework Agreement shall be deleted and replaced with a reference to paragraph 17.</p>
Public Services Network (PSN)	N/A
Personal Data and Data Subjects	N/A

1. Formation of contract

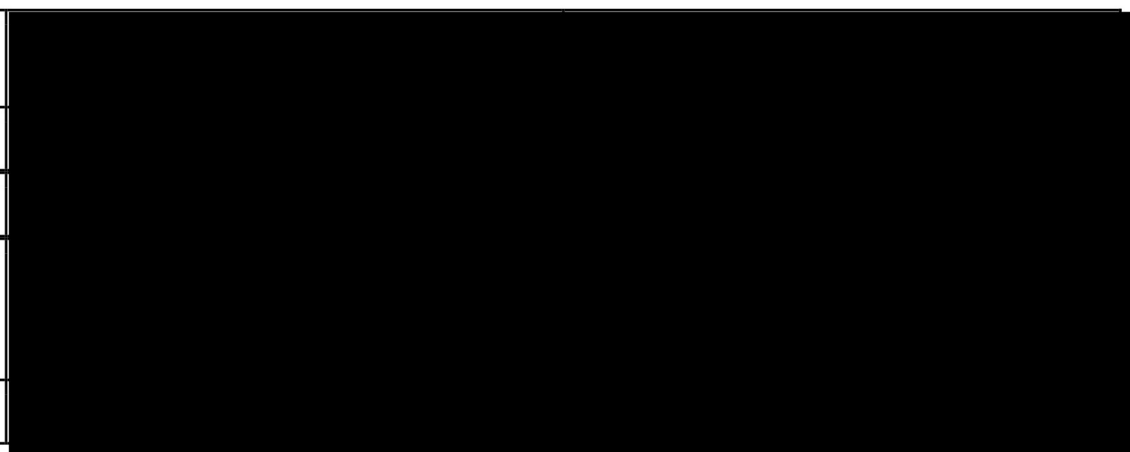
- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.12.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.
- 2.3 The individuals set out below shall execute this Call-Off Contract, on behalf of the Buyer and the Supplier, either using a manuscript signature or an electronic signature. A manuscript signature shall be placed in the execution block below, an electronic signature shall be evidenced in an execution block to be attached as the final page of this Call-Off Contract:

Signed:	Supplier	Buyer
----------------	----------	-------

Name of individual signing:
Title:
Email:



Full Name: [Redacted]
 Job Title/Role: [Redacted]
 Date Signed: 06/04/2022

Full Name: [Redacted]
 Job Title/Role: [Redacted]
 Date Signed: 7/4/2022

Schedule 1: Services

Co-design of a Product Maturity Framework

NHS Digital is creating a single common Product Maturity Framework which will define what it means to be product-led, what good product management looks like, and articulate the product thinking and methodologies that all teams and disciplines should adopt. As a common touchstone for product management knowledge in NHS Digital, it will create the long-term conditions for digital working, embedding agility, shared knowledge, and practical product tools across the organisation.

To accelerate its delivery and ensure it is clear, impactful and widely adopted, Public Digital will deliver an intensive 12-week engagement to provide the additional capacity, experience and momentum to co-design and successfully launch the Framework and its service wrapper.

Public Digital will provide a multi-disciplinary team consisting of:

- A Product Specialist with direct relevant experience, serving as day-to-day Engagement Lead
- A Communications Lead
- A Service Designer
- Partner input, oversight and quality assurance by a Public Digital Partner and [Redacted] (totalling 4.5 days of Partner and subject matter expert input).

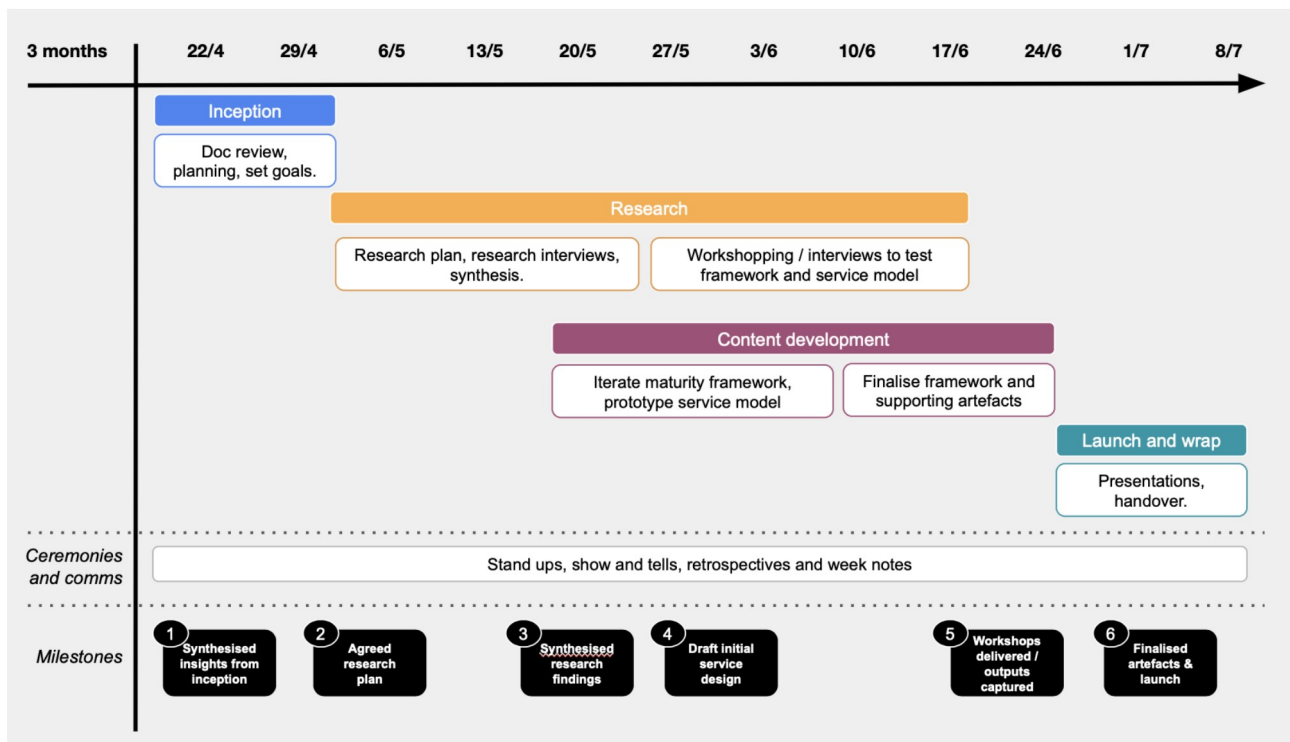
Our programme of activity will facilitate co-design, delivery and communication of the Framework and the co-design of the supporting service wrapper operating model (incorporating product management & parallel maturity models for user centred design & engineering).

Over 12 weeks, we will deliver:

- A kick-off inception meeting
- A detailed review of all previous work, documentation and materials relating to the Framework
- c.10 research interviews with key stakeholders
- Five co-design workshops to develop and iterate the Framework and define the supporting service wrapper operating model
- Release of the final Framework and supporting artefacts
- Present the Framework and final recommendations for adoption to key internal stakeholders.

Milestone plan and timetable

Milestone	Description	Date
Milestone 1	Completion of inception phase. Synthesised insights from inception delivered at show and tell.	By 29 April
Milestone 2	Sign off on agreed research plan	By 6 May
Milestone 3	Completion of first round interviews. Synthesised research findings communicated.	By 27 May
Milestone 4	Draft initial service design complete.	By 3 June
Milestone 5	Workshops delivered, with key outputs captured	By 24 June
Milestone 6	Finalised artefacts & launch	By 8 July



The above schedule is subject to change as agreed by both parties.

Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs shall be owned by NHS Digital in accordance with the Call Off Contract.

For the avoidance of doubt the Supplier agrees that the following are Project Specific Deliverables as defined in Schedule 6 .

Research findings including interview notes as user research report

Workshop outputs as slide deck

Finalised product maturity framework

Product maturity communication materials

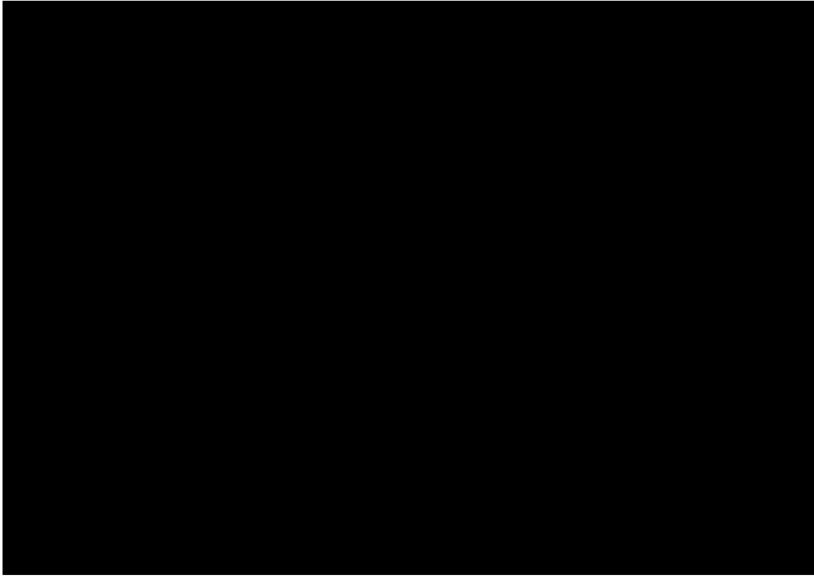
Product Maturity Service specification

Handover report and presentation deck

Schedule 2: Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Digital Marketplace pricing document) can't be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term will include:

Charges



Figures are exclusive of VAT

Total = £197,500 + VAT

Customer Benefits

For each Call-Off Contract please complete a customer benefits record, by following this link;

[G-Cloud 12 Customer Benefits Record](#)

Part B: Terms and conditions

1. Call-Off Contract Start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.4 to 5.5 (Force majeure)
- 5.8 (Continuing rights)
- 5.9 to 5.11 (Change of control)
- 5.12 (Fraud)
- 5.13 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.6 (Relationship)
- 8.9 to 8.11 (Entire agreement)
- 8.12 (Law and jurisdiction)
- 8.13 to 8.14 (Legislative change)
- 8.15 to 8.19 (Bribery and corruption)
- 8.20 to 8.29 (Freedom of Information Act)
- 8.30 to 8.31 (Promoting tax compliance)
- 8.32 to 8.33 (Official Secrets Act)
- 8.34 to 8.37 (Transfer and subcontracting)
- 8.40 to 8.43 (Complaints handling and resolution)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.51 to 8.53 (Publicity and branding)
- 8.54 to 8.56 (Equality and diversity)
- 8.59 to 8.60 (Data protection)