

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

Order Form

CALL-OFF REFERENCE: **C269066**

THE BUYER: **NHS England**

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

THE SUPPLIER: Bytes Software Services Limited

SUPPLIER ADDRESS: Bytes House, Randalls Way, Leatherhead KT22 7TW

REGISTRATION NUMBER: 01616977

DUNS NUMBER: 225273754

SID4GOV ID: unknown

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 24/06/24.

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)
 - Call-Off Schedule 10 (Exit Management)

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

6. Joint Schedule 5 (Corporate Social Responsibility) RM6098

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) any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from time to time;

Special Term 2: Supplier Staff

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

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- 7.6 Notwithstanding that Call-Off Schedule 9 (Security) has not been incorporated into this Order Form under the section headed "CALL-OFF INCORPORATED TERMS", paragraph 3.4.3 of Part B of Call-Off Schedule 9 (Security) shall apply to this Order Form in any event.

Special Term 3: Intellectual Property Rights (IPRs)

Clause 9.1 of the Core Terms of the Call-Off Contract – Delete this Clause and replace with:

- 9.1. Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to:

- receive and use the Deliverables
- make use of the deliverables provided by a Replacement Supplier
- develop and provide products and services to third parties

Special Term 4: 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 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.

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CALL-OFF START DATE: 28/08/2024

CALL-OFF EXPIRY DATE: 27/08/2027

CALL-OFF INITIAL PERIOD: 1 Year

CALL-OFF OPTIONAL EXTENSION PERIOD +1 +1

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION 90 days

CALL-OFF DELIVERABLES

SonarCloud up to 20M LOCs (lines of code), with Support

LOCATION FOR DELIVERY

england.engineering@nhs.net

DATES FOR DELIVERY

Option A: Electronic confirmations to be delivered within one week of the purchase order being issued to the Supplier.

TESTING OF DELIVERABLES

Option A: None

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be as per the term of this Call Off Contract

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].

CALL-OFF CHARGES

Total contract value - [REDACTED]

Year 1 (approved on BC) – [REDACTED]

Year 2 (optional) - [REDACTED]

Year 2 (optional) - [REDACTED]

REIMBURSABLE EXPENSES

None

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PAYMENT METHOD

Payment to be made via BACS following the receipt of a correct and undisputed invoice. Refer to "Buyer's Invoice Address" for instructions regarding invoicing.

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.

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

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

None

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS REPORT FREQUENCY

Not Applicable

PROGRESS MEETING FREQUENCY

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Not Applicable

KEY STAFF

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

KEY SUBCONTRACTOR(S)

[REDACTED]
[REDACTED]
[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION

Pricing

SERVICE CREDITS

Not applicable

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 the tender and supplier's bid response.

**BUYER CORE GOODS AND/OR SERVICES REQUIREMENTS -
Goods and/or Services**

- 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

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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 The Supplier shall ensure that 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.
- 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.
- 1.7 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.]

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For and on behalf of the Supplier:

[REDACTED]

Date Signed: 23/08/2024

For and on behalf of the Buyer:











[REDACTED]

Date Signed: 23 August 2024

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Annex 1: Core Terms and Applicable Call-Off and Joint Schedules

| Document Name | Embedded Document |
|---|--|
| CCS Core Terms | |
| Joint Schedule 1 (Definitions and Interpretation) |  Joint Schedule 1 - Definitions v1.0 RM60 |
| Joint Schedule 2 (Variation Form) |  Joint Schedule 2 - Variation Form v.1.0 R |
| Joint Schedule 3 (Insurance Requirements) |  Joint Schedule 3 - Insurance Requiremer |
| Joint Schedule 4 (Commercially Sensitive Information) |  Joint Schedule 4 - Commercially Sensitiv |
| Joint Schedule 5 (Corporate Social Responsibility) |  Joint Schedule 5 - Corporate Social Resp |
| Joint Schedule 10 (Rectification Plan) |  Joint Schedule 10 - Rectification Plan v.1.0 |
| Joint Schedule 11 (Processing Data) |  Joint Schedule 11 - Processing Data. v1.0 |
| Call-Off Schedule 6 (ICT Services) (including applicable third-party terms for SonarCloud) |  Call-Off Schedule 6 - Annex E As a Service |
| Call-Off Schedule 9 (Security) |  Call-Off Schedule 9 - Security v1.0 RM6098 |
| Call-Off Schedule 10 (Exit Management) |  Call-Off Schedule 10 - Exit Management v2 |