

Call-Off Schedule 5 (Pricing Details)

PART A: INTRODUCTION

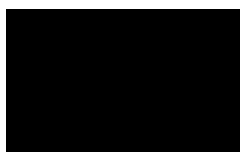
1. This Schedule sets out the pricing details applicable to:
 - 1.1 Licences, in Part B;
 - 1.2 Value Added Services, in Part C; and
 - 1.3 Investment Fund, in Part D.
2. Part E of this Schedule sets out the ways in which Charges may be adjusted.
3. All invoices issued by the Supplier pursuant to this Schedule shall comply with the requirements of Clause 4 of the Call-Off Contract Core Terms (as amended by the Call-Off Contract Order Form).

PART B: LICENCES

1. This Part B shall apply to the Licences purchased by the Buyer from the Supplier pursuant to this Call-Off Contract.

2. Microsoft Products and Services

- a. At the Start Date, and within 45 calendar days prior to the start of each Contract Year thereafter, the Buyer shall provide the Supplier with a signed Licence Order Form confirming which Microsoft Products and Services it wishes to purchase for the upcoming Contract Year and the associated volumes. The Buyer may purchase additional volumes of Microsoft Products and Services in accordance with clause 3.3.10 of the Core Terms by providing the Supplier with a signed Licence Order Form confirming which Microsoft Products and Services it wishes to purchase and the associated volumes. The Supplier shall be entitled to invoice the Buyer for the cost of such Microsoft Products and Services in accordance with paragraph 4 of this Part B, with the prices for the Microsoft Products and Services being calculated in accordance with the following cost model:



3. Alternative Licences provided by the Technology Vendors

- a. In accordance with paragraphs 1(B) and 2(A3) of Call-Off Schedule 20 (Specification), the Buyer may purchase alternative products and services during the course of the Call-Off Contract Period.
- b. In the event the Buyer selects to purchase such products and services, these shall be made available by the Supplier at no more than the prices set out in paragraph (c) below. The Supplier shall be entitled to invoice the Buyer for the volume of products and services set out in the signed Licence Order Form.



c.

4. Invoicing

- a. Subject to paragraph 4(c), the Supplier shall only raise an invoice relating to the Licences after:
 - i. it has first confirmed to the Buyer that the applicable Technology Vendor will be paid in full for such Licences; and
 - ii. where Microsoft is the applicable Technology Vendor, the licence entitlement for the Microsoft Products and Services has become available in the Microsoft tenant for the Buyer to use.
- b. The Supplier shall ensure that any obligations to make payment to any Technology Vendor during the Call-Off Contract Period are met without delay.

- c. The Supplier shall invoice the Buyer for any reserved Microsoft Products and Services (excluding any reservations referenced in Amendment ID CTM – NHS England Special Enrollment Terms (Section 11 Licences to Assist with Transition from Expiring Enrollment)) at a time agreed in writing with the Buyer or the end of the applicable Contract Year (whichever is earlier).

PART C: VALUE ADDED SERVICES

1. This Part C shall apply solely to the Value Added Services procured by the Buyer from the Supplier pursuant to this Call-Off Contract, and does not extend to the provision of any Licences.
2. Where the Value Added Services are chargeable activities (as further detailed in paragraph 2C of Call-Off Schedule 20 (Specification)), the Charges for the Value Added Services shall be calculated by reference to a Time and Materials pricing mechanism:
 - (a) the day rates set out in Annex 1 shall be used to calculate the relevant Charges, provided that the Supplier (or its Sub-contractor) shall:
 - (i) not be entitled to include any uplift for risks or contingencies within its day rates; and
 - (ii) only be entitled to be paid Charges that have been properly and reasonably incurred, taking into account the Supplier's obligation to deliver the Services in a proportionate and efficient manner; and
 - (b) the Supplier shall keep records of hours properly worked by Supplier Staff (in the form of timesheets) and expenses incurred and submit a summary of the relevant records with each invoice. If the Buyer requests copies of such records, the Supplier shall make them available to the Buyer within 10 Working Days of the Buyer's request.
3. The Buyer reserves the right to implement a cap on the Charges incurred by the Supplier for the provision of the Value Added Services. If the Buyer exercises this right, the Buyer shall notify the Supplier in writing and provide the Supplier with a populated version of Annex 2 of this Call-Off Schedule, and the date from which the cap shall apply (the "**Cap Start Date**").
4. If the Buyer exercises its right set out at paragraph 3, the Buyer shall not be obliged to pay any Charges to the extent that they exceed the cap specified against the relevant Value Added Service in Annex 2, unless the Buyer has otherwise agreed in writing prior to the Charges being incurred. The Supplier shall monitor the amount of each Charge incurred following the Cap Start Date in relation to each applicable Value Added Service and shall notify the Buyer immediately in the event it anticipates that the applicable cap may be exceeded and the Buyer shall instruct the Supplier on how to proceed.
5. The rates set out in Annex 1 shall be subject to Indexation, but any caps set out in Annex 2 shall not be subject to Indexation.

PART D: INVESTMENT FUND

1. The Investment Fund has a value of £400,000.
2. The Buyer may use the Investment Fund over the first 34 months of this Call-Off Contract:
 - a. for any of the chargeable Value Added Services set out in Call-Off Schedule 20 (Specification); and/ or
 - b. for any activities undertaken by the Buyer at its sole discretion, including where those activities:
 - i. are not part of the Services; or
 - ii. do not benefit from the provision of the Services.
3. The Buyer may only use the Investment Fund for the purchase of goods or services supplied by or through the Supplier.
4. Any use of the Investment Fund by the Buyer must take place by way of a statement of work approved under the Variation Procedure.
5. The Investment Fund shall deplete by reference to a Time and Materials pricing mechanism in accordance with paragraphs 2(a) and 2(b) of Part C of this Schedule.
6. The Supplier must:
 - a. keep full and accurate records of the:
 - i. planned and actual expenditure from the Investment Fund by statement of work; and
 - ii. the amount of the Investment Fund available for use by the Buyer;
 - b. prepare a report on the Investment Fund:
 - i. in the form and containing the information specified by the Buyer; and
 - ii. no later than 10 Working Days before each meeting of the Contract Management Board for discussion at that meeting.

PART E: ADJUSTMENTS

1. Changes to the Charges

- 1.1 The Charges will not be impacted by any change to the Framework Prices.
- 1.2 Subject to paragraph 2 of this Part D, the Charges for Value Added Services can only be changed by agreement in writing between the Buyer and the Supplier because of a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

2. Indexation

- 2.1 Any amounts or sums in this Call-Off Contract which are expressed to be “subject to Indexation” shall be adjusted in accordance with the provisions of this Paragraph 2 to reflect the effects of inflation.
- 2.2 Where Indexation applies, the relevant adjustment shall be:
 - 2.2.1 applied on the first day of the second April following the Call-Off Start Date and on the first day of April in each subsequent year (each such date an “adjustment date”); and
 - 2.2.2 determined by multiplying the relevant amount or sum by the percentage increase or changes in the Consumer Price Index published for the 12 months ended on the 31 January immediately preceding the relevant adjustment date.
- 2.3 Except as set out in this paragraph 2, neither the Charges nor any other costs, expenses, fees or charges shall be adjusted to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to the Supplier or Sub-contractors of the performance of their obligations.

ANNEX 1: SUPPLIER STAFF RATE CARD FOR CALCULATION OF TIME AND MATERIALS CHARGES FOR VALUE ADD SERVICES

SFIA Level	Maximum Day Rate (£)
1 - Follow	
2 - Assist	
3 - Apply	
4 - Enable	
5 - Ensure/Advise	
6 - Initiate/Influence	
7 - Set Strategy/Inspire/Mobilise	

ANNEX 2: MAXIMUM TIME AND MATERIALS CHARGES FOR VALUE ADDED SERVICES

Value Added Service	Maximum Time and Materials Charges (the Cap) (£)
[To be populated by the Buyer post Contract Award i.e. Operational Management]	