



# **DPS Schedule 6 (Order Form Template and Order Schedules)**

## **Order Form**

ORDER REFERENCE:	<b>C215340</b>
THE BUYER:	<b>NHS England</b>
BUYER ADDRESS	7 - 8 Wellington Place Leeds West Yorkshire LS1 4AP
THE SUPPLIER:	RSM UK Consulting LLP
SUPPLIER ADDRESS:	6th Floor, 25 Farringdon Street, London, EC4A 4AB
REGISTRATION NUMBER:	OC397475
	

### **APPLICABLE DPS CONTRACT**

This Order Form is for the provision of the Deliverables and dated 17<sup>th</sup> November 2023.

It's issued under the DPS Contract with the reference number RM6126 for the provision of Research and Insights.

### **ORDER INCORPORATED TERMS**

The following documents are incorporated into this Order 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 Order Special Terms and Order Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) DPS Contract RM6126
3. DPS Special Terms
4. The following Schedules in equal order of precedence:
  - Joint Schedules for DPS RM6126
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)

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- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Order Schedules for DPS RM6126
  - Order Schedule 1 (Transparency Reports)
  - Order Schedule 2 (Staff Transfer)
  - Order Schedule 3 (Continuous Improvement)
  - Order Schedule 5 (Pricing Details)
  - Order Schedule 7 (Key Supplier Staff)
  - Order Schedule 8 (Business Continuity and Disaster Recovery)
  - Order Schedule 9 (Security)
  - Order Schedule 12 NOT USED
  - Order Schedule 15 (Order Contract Management)
  - Order Schedule 16 NOT USED
  - Order Schedule 20 (Order Specification)
  - Order Schedule 23 NOT USED
- 5. CCS Core Terms (DPS version) v1.0.3
- 6. Joint Schedule 5 (Corporate Social Responsibility) DPS Contract reference RM6126

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

### ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

Terms to revise or supplement Core Terms -

#### *Special term 1 – Cyber Security Requirements*

The following wording shall be included as a new Clause 3.4 of the Core Terms of the Order 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 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. In the event of new cyber security requirements being identified that are to be factored into the Order Contract, these shall be agreed with the Supplier through a Variation Note;

*Special term 2 – Supplier Staff*

The following wording shall be included as a new Clause 7.7 of the Core Terms of the Order Contract:

- 7.7 Notwithstanding that Order Schedule 9 (Security) has not been incorporated into this Order Form under the section headed “ORDER INCORPORATED TERMS”, paragraph 3.4.3 of Part B of Order 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 Order 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; and
  - 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 Order Contract:

**36 Execution and Counterparts**

- 36.1 This Order 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 Order 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 Order Contract by electronic signature

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(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 Order Contract as if signed by each Party's manuscript signature. In such situation, this Order Contract shall be formed on the date on which both Parties have electronically signed the Order Contract as recorded in the Buyer's electronic contract management system.

ORDER START DATE: 04/12/2023

ORDER EXPIRY DATE: 04/03/2024

### DELIVERABLES

See details in Order Schedule 20 (Order Specification)

### MAXIMUM LIABILITY

The limitation of liability for this Order 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 **£75,596 Excl. VAT**

### ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)]

### REIMBURSABLE EXPENSES

**None**

### PAYMENT METHOD:

**Electronic Invoicing**

In partnership with Tradeshift, NHS SBS has developed an electronic invoicing solution which provides many benefits for suppliers including:

- No cost, send invoices and credit notes for free
- Receive status updates on invoice progress providing visibility of your invoice the minute you send!
- Reduce likelihood of lost invoices

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- Reduce likelihood of rejected or returned invoices due to missing data
- Promote a positive green agenda
- Save money by eliminating cost due to postage, envelopes, printing and paper if you currently use hard-copy invoices

Tradeshift is a cloud-based business-to-business platform; who have worked closely with us to meet our requirements as a shared business service to allow you to submit invoices quickly and easily. NHS SBS would like to invite you to start sending invoices electronically to NHS SBS clients via Tradeshift so that you can experience the many benefits for yourself.

To register for Tradeshift please visit <https://nhssbs.support.tradeshift.com/> and view the section called 'Getting Started with Tradeshift'.

Once registered you can easily find and select all the NHS SBS clients you have previously invoiced by paper and request a connection to enable you to send invoices and credit notes electronically.

In the limited circumstances where electronic invoicing is not possible, please email invoices and credit notes to the following email address [sbs.apinvoicing@nhs.net](mailto:sbs.apinvoicing@nhs.net) with the billing address on the invoice being:

NHS England  
X24 PAYABLES K005  
PO BOX 312  
LEEDS  
LS11 1HP

Invoices should clearly quote the Purchase Order number, be addressed to NHS ENGLAND and sent as a PDF attachment (one invoice per PDF) and emails must not exceed 10Mb.

**BUYER'S AUTHORISED REPRESENTATIVE (to be completed following tender)**



**BUYER'S ENVIRONMENTAL POLICY**

Available on request

**BUYER'S SECURITY POLICY**

Available on request

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

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**SUPPLIER'S CONTRACT MANAGER**

**PROGRESS REPORT FREQUENCY**

**TBC**

**PROGRESS MEETING FREQUENCY**

**TBC**

**KEY STAFF**

**KEY SUBCONTRACTOR(S)**

**COMMERCIALLY SENSITIVE INFORMATION**

Pricing Schedule FV1.0, Quality Response document, CVs. Commercially sensitive 60 months.

**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 Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender)

