

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
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RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE: **C191036**

THE BUYER: **NHS England**

BUYER ADDRESS **133-155 Waterloo Road, London, SE1 8UG**

THE SUPPLIER: **Accenture (UK) Limited**

SUPPLIER ADDRESS: **30 Fenchurch Street, London, EC3M 3BD**

REGISTRATION NUMBER: **04757301**

DUNS NUMBER: **734939007**

SID4GOV ID: **N/A**

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables. The date of issue is the date of final signature below.

It's issued under the Framework Contract with the reference number RM6187 for the provision of **User Research and Supporting the Digital needs of Community Healthcare Providers**

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6187

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3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions) - Mandatory
- Joint Schedule 2 (Variation Form) - Mandatory
- Joint Schedule 3 (Insurance Requirements) - Mandatory
- Joint Schedule 4 (Commercially Sensitive Information) - Mandatory
- Joint Schedule 6 (Key Subcontractors) - Optional
- Joint Schedule 10 (Rectification Plan) - Mandatory
- Joint Schedule 11 (Processing Data) - Mandatory

4. CCS Core Terms (version 3.0.10)
5. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
6. 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.

Supplier terms are not 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 start date: 4 September 2023**
- Call-off expiry date: 11 February 2024**
- Call-off initial period: Twenty-three (23) weeks**
- Call-off deliverables:**

Attachment 1 – About the Procurement

- a) Welcome
 - i. Our bid pack comes in two main parts:
 - i. Attachment 1 - About the procurement – what the opportunity is, who can bid, competition timelines for this competition and how to ask questions. Plus:
 1. Making the competition work - sets out the rules of this competition.
 2. How the contract works - what's in a contract.
 - ii. Attachment 2 - How to bid – guidance on the selection and award questions and how we will assess your bid. Register on our [e-Sourcing](#)

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[Suite](#) if you are not already registered.

- ii. The additional attachments to this Bid Pack are:
 - i. Attachment 3 Statement of Requirements.
 - ii. Attachment 4 Pricing Schedule (optional return)
 - iii. Core Terms
 - iv. Framework Schedule 6 Order Form and Call Off Schedules
 - v. Joint Schedule 1 Definitions
 - vi. Joint Schedule 2 Variation Form
 - vii. Joint Schedule 3 Insurance Requirements
 - viii. Joint Schedule 4 Commercially Sensitive Information (optional return)
 - ix. Joint Schedule 5 Corporate Social Responsibility
 - x. Joint Schedule 6 Key Subcontractors
 - xi. Joint Schedule 10 Rectification Plan
 - xii. Joint Schedule 11 Processing Data (optional return)
 - xiii. Supplier Code of Conduct (mandatory return)
- iii. Make sure you read all the attachments. The guidance, information and instructions that we provide are there to help you to make your best bid.
- iv. If anything isn't clear, see 5. 'When and how to ask questions.'

7. The Opportunity

- i. This Procurement will establish a contract for the purchase of Services described in Attachment 3, Statement of Requirements.
- ii. The contract will be for an initial period of twenty-three (23) weeks with no option to extend.
- iii. The maximum contract value is £380,000 (ex VAT).

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- iv. This Contract will be between the successful Supplier and the Contracting Authority (NHS England).
- v. The Contract is being offered under RM6187 Management Consultancy Framework Three (MCF3) which will govern any resultant Contract.
- vi. The Contracting Authority is managing this Procurement in accordance with the Public Contracts Regulations 2015. This is a call off contract and as such the Contracting Authority cannot guarantee volumes of work.

8. What You Need To Know

i. What 'We' and 'You' Means

- i. When we use 'we', 'us' or 'our' we mean the Contracting Authority.
- ii. When we use 'Contracting Authority' we mean the specific department/organisation to whom the services will be delivered to and to whom you will enter into any subsequent contracts.
- iii. When we use 'you' or 'your' we mean your organisation, or the organisation you represent, in this competition.
- iv. The Public Contracts Regulations 2015 ("the Regulations") regulate how we procure. This means that we and you have to follow processes that are fair, transparent and equitable for all bidders.

ii. Who Can Bid

- i. We are running this competition using Lot 7 of the (RM6187) Management Consultancy Framework Three (MCF3) framework. This means that only those on Lot 7 of this Commercial Agreement can submit a bid in response to the published contract notice.
- ii. You are able to bid with named subcontractors to deliver parts of the requirements. You must tell us about any changes to subcontractors or you may be excluded from this competition.

9. Timelines for the Competition

- i. These are our intended timelines but, for a range of reasons, dates can change. We will tell you if and when timelines change.

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Launch of Procurement via Atamis: 05/07/2023

Bid Clarification Deadline: 12pm, 13/07/2023

Deadline for publication of responses to Clarification questions: 18/07/2023

Bid Submission Deadline: 10am 21/07/2023

Commencement of Evaluation Process: 24/07/2023

Proposed Award Date of Contract: 10/08/2023

Expected execution (signature) date for Contract: August 2023

Expected commencement date for Contract: 04/09/2023

10. When and How to Ask Questions

- i. If you have any questions you need to ask them as soon as possible after the procurement event is published as there is a deadline for submitting clarifications questions (Refer to timelines in 4.1 above). This gives you the chance to check that you understand everything before you submit your bid.
- ii. You need to send your questions through the eSourcing Suite. This is the only way we can communicate with bidders. Ensure your question is specific and clear and does not include your identity. This is because we publish all the questions and our responses to all bidders.
- iii. If you feel that a particular question should not be published, you must tell us why when you ask the question. We will decide whether or not to publish the question and response.
- iv. You can ask us questions about the competition but please do not attempt to 'negotiate' the terms. All contract awards will be subject to the terms and conditions identified in this Bid Pack.

11. Making the Competition Work

- i. We run our competitions so that they are fair and transparent for all bidders. This section sets out the rules of this competition.
- ii. What you can expect from us
 - i. We will not share any information from your bid which you have

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identified as being confidential or commercially sensitive with third parties, other than stakeholders in the competition. We may however share this information, but only in line with the Regulations, the Freedom of Information Act 2000 (FOIA) or any other law as applicable.

iii. What we expect from you

- i. You must comply with the rules in this Bid Pack and any other instructions given by us. You must also ensure members of your consortium (if relevant), group companies, subcontractors or advisers comply.
- ii. You may:
 1. Submit one bid.
 2. Your bid must remain valid for 90 days after the bid submission deadline.
 3. You must submit your bid in English and through the e-Sourcing Suite only.

iv. Involvement in multiple bids

- i. If you are connected with another bid for the same requirement, we may make enquiries. For example, where you either submit a bid:
 1. In your own name and or as a subcontractor and or as a member of a consortium connected with a separate bid.
 2. In your own name which is similar to a separate bid from another bidder within your group of companies.
- ii. This is so we can be sure that your involvement doesn't cause:
 1. Potential or actual conflicts of interest.
 2. Supplier capacity problems.
 3. Restrictions or distortions in competition.
- iii. We may require you to amend or withdraw all or part of your bid if, in our reasonable opinion, any of the above issues have arisen or may arise.

v. Contracting arrangements

- i. Only you or, as applicable, your subcontractors (as set out in your bid) or consortium members (if relevant) can provide services through the

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contract.

vi. Bidder conduct and conflicts of interest

- i. You must not attempt to influence the contract award process. For example, you must not ever directly or indirectly:
 - 1. Collude with others over the content and submission of bids. However, you may work in good faith with a proposed partner, supplier, consortium member (if relevant) or provider of finance.
 - 2. Canvass our staff or advisors about this competition.
 - 3. Try to get information from any of our and/or Contracting Authority staff or advisors about another bidder or bid.
- ii. You must ensure that no conflicts of interest exist between you and us / Contracting Authority. If you do not tell us about a known conflict, we may exclude you from the competition. We may also exclude you if a conflict cannot be dealt with in any other way.

vii. Confidentiality and Freedom of Information Act 2000

- i. You must keep the contents of this Bid Pack confidential (including the fact that you have received it). This obligation does not apply to anything you have to do to:
 - 1. Submit a bid.
 - 2. Comply with a legal obligation.

viii. Publicity

- i. You must not publicise the deliverables or the award of any contract unless the Contracting Authority has given written consent. For example, you are not allowed to make statements to the media about any bid or its contents.

ix. Our rights

- i. We reserve the right to:
 - 1. Waive or change the requirements of this Bid Pack without notice.
 - 2. Verify information, seek clarification or require evidence or further information about your bid.

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3. Withdraw this Bid Pack at any time, or re-invite bids on the same or alternative basis.
 4. Choose not to award any contract or Lot as a result of the competition.
 5. Choose to award different Lots at different times.
 6. Make any changes to the timetable, structure or content of the competition.
 - ii. We reserve the right to exclude you if:
 1. You submit a non-compliant bid.
 2. Your bid contains false or misleading information.
 3. You fail to tell us of any change in the contracting arrangements between bid submission and award.
 4. The change in the contracting arrangements would result in a breach of procurement law.
 5. For any other reason provided in this Bid Pack.
 6. For any reason set out in the Public Contracts Regulations 2015.
- x. Consequences of misrepresentation
 - i. If a misrepresentation by you induces the Contracting Authority to enter into a contract with you, you may be:
 1. Excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015.
 2. Sued by the Contracting Authority for damages, the Contracting Authority may rescind the contract under the Misrepresentation Act 1967.
 - ii. If fraud, or fraudulent intent, can be proved, you may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
 - iii. If there is a conviction, then your organisation must be excluded from procurement for five years under reg. 57(1) of the PCR 2015 (subject to

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self-cleaning).

- xi. Bid costs
 - i. We will not pay your bid costs for any reason.
- xii. Warnings and disclaimers
 - i. The Contracting Authority will not be liable:
 - 1. Where parts of the Bid Pack are not accurate, adequate or complete.
 - 2. For any written or verbal communications.
 - ii. You must carry out your own due diligence and rely on your own enquiries.
 - iii. This Bid Pack is not a commitment by the Contracting Authority to enter into a contract.
- xiii. Intellectual Property Rights
 - i. The Bid Pack remains our property. You must use the Bid Pack only for this competition.
 - ii. You allow us to copy, amend and reproduce your bid so we can:
 - 1. Run the competition.
 - 2. Comply with law and guidance.
 - 3. Carry out our business.
 - iii. Our advisors, subcontractors and other government bodies can use your bid for the same purposes.

Attachment 2 – How to Bid

- 1.1. Your bid must be made by the organisation that will be responsible for providing the deliverables if your bid is successful.
- 1.2. Remember to:
 - 1.2.1. Decline this Bid Pack if you do not wish to submit a response and provide a reason for doing so.
 - 1.2.2. Where one is used, enter your bid into the e-Sourcing Suite. Only bids received through the e-Sourcing Suite will be accepted.

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- 1.2.3. Make sure you answer every question
- 1.2.4. Each question must be answered in its own right. You must not answer any of the questions by cross referencing other questions or other materials e.g. reports located on your website.
- 1.2.5. Submit your bid before the Bid Submission Deadline.
- 1.2.6. Upload ONLY those attachments we have asked for. Any other supporting evidence, certificates for example, will be requested separately by us.
- 1.2.7. If we do not require attachments and have specified this, please only use the Text Boxes provided for your answer.
- 1.2.8. Check for messages in the eSourcing Suite throughout the competition.
- 1.2.9. Press the Submit Response button when your bid is ready, otherwise we will not be able to see it.
- 1.2.10. If you are unsure, ask questions before the Bid Clarification Deadline.

2. How The Evaluation Envelopes Are Structured:

2.1 A summary of all the questions in the evaluation, along with the marking scheme, and weightings for each question is set out below:

QUALIFICATION ENVELOPE (Pass/Fail)

- Question 1 - Qualification - Key Participation Requirements – Pass/Fail
- Question 2 - Qualification - Conflicts of Interest – Pass/Fail
- Question 3 - Qualification - Information Only

TECHNICAL ENVELOPE (60%)

- Answer Question 1 (45%)
- Answer Question 2 (35%)
- Answer Question 3 (20%)

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SOCIAL VALUE ENVELOPE (10%)

Social Value Question 1

COMMERCIAL ENVELOPE (30%)

Total Cost

TECHNICAL ENVELOPE

Weighting 60%

Response Guidance

Potential Bidders MUST answer ALL the following questions via the Atamis eSourcing suite. The method of response, page limit on attachments and evaluation criteria is set per question. It is requested that attachments are submitted in Microsoft Word or Excel format and must be in Arial font size 12. Page limits include the use of headers / footers and diagrams. Upload ONLY those attachments we have asked for – if applicable any other supporting evidence, certificates for example, will be requested separately by us. No costs should be included in responses to these Question.

Question number	Question	Minimum acceptable score	Maximum acceptable score	Weighting
AQ1	<i>How do you meet the mandatory and minimum requirements?</i>	2	4	30%
AQ2	<i>How do you intend to approach and deliver the discovery stage of the project?</i>	2	4	20%
AQ3	<i>How do you intend to deliver phase 2 and how do you plan to instil an ethos of continuous research into the programme team?</i>	2	4	10%

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Social Value ENVELOPE

Weighting 10%

Response Guidance

Potential Bidders **MUST** answer **ALL** the following questions via the Atamis eSourcing suite.
 No costs should be included in responses to this Question.

Question number	Question	Minimum acceptable score	Maximum acceptable score	Weighting
SV1	Detail how, through the delivery of the contract, the service being proposed can be digitised throughout the duration of the award, to reduce carbon emissions and resources used where possible whilst still achieving the same outcome	2	4	10%

Commercial Envelope

Weighting 30%

Response Guidance

Potential Bidders **MUST** submit the total cost, for delivering the requirements, via the Atamis

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eSourcing Suite. The total cost should be submitted in pounds Sterling inclusive of any expenses but exclusive of VAT.

Suppliers can complete and submit *Attachment 4 – Pricing Schedule* to provide a cost breakdown. Please note that only the total cost submitted via the Atamis eSourcing suite will be scored for your Commercial response.

Award Criteria

The award stage consists of a Qualification, Technical, Social Value and Commercial evaluation.

The award of the resultant contract will be on the basis of the 'Most Economically Advantageous Tender' (MEAT).

QUALIFICATION evaluation (Compliance Check)

First, we will complete a mandatory evaluation to make sure that you have answered all questions and have completed, uploaded and submitted all required documents. All bids passing the mandatory evaluation will be progressed to the Technical and Social Value Evaluation.

TECHNICAL & SOCIAL VALUE Evaluation

We will give your responses to the TECHNICAL & SOCIAL VALUE questions to the Contracting Authority's evaluation panel. Each evaluator will independently assess your responses to the technical and social value questions using the response guidance and the evaluation criteria.

They will give a score and a reason for their score for each question they are assessing.

If the evaluation panel wishes to clarify any areas of your bid, bid clarification questions will be issued via the e-Sourcing suite on an individual basis.

Consensus

Once the evaluators have independently assessed your answers to the questions, we will arrange for the evaluators to meet. We will facilitate the discussion.

At this meeting, the evaluators will discuss the technical and social value responses and review their scores and reasons for that score. The discussion will continue until they reach a consensus regarding the score, and reason for that score, for each question.

These final scores will be used to calculate your technical and social value scores.

If the evaluation panel wishes to clarify any areas of your bid, bid clarification questions will be issued via the e-sourcing suite on an individual basis.

TECHNICAL & SOCIAL VALUE Threshold

If you have not met the minimum acceptable score for each question (Satisfactory / 2), you will be excluded from the competition and you will not receive a Commercial score. We will tell you that you have been excluded from the procurement and why at the award stage.

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COMMERCIAL Evaluation

We will consider your commercial response and conduct compliance checks, review for abnormal bids and conduct any clarifications required to formally evaluate your submission. This will be conducted in tandem with the technical and social value evaluations and completed by a commercial evaluation panel.

We will only calculate your commercial score using the scoring mechanism outlined within the Bid Pack. However, if you failed to meet the minimum acceptable score during the technical and social value evaluation, you will not receive a score for the Commercial Envelope.

If we wish to clarify any areas of your bid, bid clarification questions will be issued via the e-sourcing suite on an individual basis.

Final Score

Your technical and social value score will be added to your commercial score, to create your final score.

Award

Award(s) will be made to the successful bidder(s), subject to contract.

We will notify successful and unsuccessful bidder(s) providing feedback via the e-sourcing suite.

Please note that we will not be undergoing a standstill period as permitted by Clause 5c, Regulation 86 of the Public Contracts Regulations 2015 (as amended) when calling off from a framework agreement.

Marking Scheme

The evaluation criteria set out below will be used during the Technical & Social Value Evaluation:

Score	Interpretation
4 Excellent	The Tenderer's response provides full confidence that the Tenderer understands and can deliver the Requirements well and addresses all of the requirements set out in the question.
3 Good	The Tenderer's response provides a good level of confidence that the Tenderer understands and can deliver the services and the Tenderer's response addresses all or most of the requirements set out in the question.
2 Satisfactory	The Tenderer's response provides a satisfactory level of confidence that the Tenderer understands and can deliver the services and the Tenderer's response addresses at least some of the requirements set out in the question. However, the response is lacking in some areas.

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Score	Interpretation
1 Poor	There are weaknesses (or inconsistency) in the Tenderer’s understanding of the services and/or Tenderer’s response fails to address some or all of the requirements set out in the question.
0 Unacceptable	No response and/or information provided is deemed inadequate to merit a score.

Qualification Envelope Evaluation

Questions 1 and 2 are mandatory question(s) and will be evaluated PASS / FAIL. If you fail any of these questions, you will be excluded from the competition. We will tell you that your bid has been excluded.

Technical Envelope Evaluation

When the consensus meeting has taken place and the final score for each question has been agreed by the evaluators, your final score for each question will be multiplied by that question’s weighting to calculate your weighted score for that question as per the following formula:

$$\text{Quality Weighted Score} = \frac{\text{Tenderer Quality Score} \times \text{Quality Weighting}}{\text{Highest Quality Score}}$$

Each weighted score for each question will then be added together to calculate your technical score.

Social Value Envelope Evaluation

When the consensus meeting has taken place and the final score for each question has been agreed by the evaluators, your final score for each question will be multiplied by that question’s weighting to calculate your weighted score for that question as per the following formula:

$$\text{Social Value Weighted Score} = \frac{\text{Social Value Score} \times \text{Social Value Weighting}}{\text{Highest social value Score}}$$

Each weighted score for each question will then be added together to calculate your social value score.

Commercial Envelope Evaluation

- Your total cost must be sustainable and inclusive of all costs, for example your operating costs and profit.

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- Your total cost must exclude VAT.
- Total cost is to be inclusive of expenses to a base location.
- The currency is British pounds sterling.
- Pricing will be based on:
 - Eight (8) hour Working Day (excluding breaks);
 - Zero bids will not be allowed.
- Where we consider any price you have submitted to be abnormally low, we will ask you to explain what you have submitted (as required in regulation 69 of the Public Contracts Regulations 2015).
- The prices submitted shall not exceed the framework maximum rates for this commercial agreement.

Commercial Evaluation Process

- The commercial score shall be calculated using the total cost submitted as part of a compliant bid only and using the following process:
- We will check you have submitted the total cost, for delivering the requirements, via the Commercial Envelope in Atamis
- Failure to submit the total cost as instructed will result in your bid being deemed non-compliant and it will be rejected from this competition.
- The commercial evaluation will be undertaken separately to the technical and social value evaluation process.
- The commercial evaluation will be undertaken against the total cost submitted via Atamis.
- The Bidder with the lowest price for each question will be awarded the maximum score available (30%).
- All other Bidders will get a score relative to the lowest total price for that question, calculated using the formula below

$$\text{Commercial Weighted Score} = \frac{\text{Lowest price} \times \text{Commercial Weighting}}{\text{Tenderer price}}$$

Final Decision to Award

We will add your technical and social value scores to your commercial score to calculate your final score.

Where the final score achieved by multiple Bidders ranks them in equal position and all such Bidders have achieved the Minimum Pass Mark or higher in all questions, the Bidder with the

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highest technical score will be deemed the winner and awarded the Contract. If the technical score achieved by multiple bidders are the same, then the Bidder with the highest commercial score will be deemed the winner and awarded the Contract.

The Bidder with the highest final score, where the bid is deemed compliant, will be awarded the contract, where approved by the Contracting Authority.

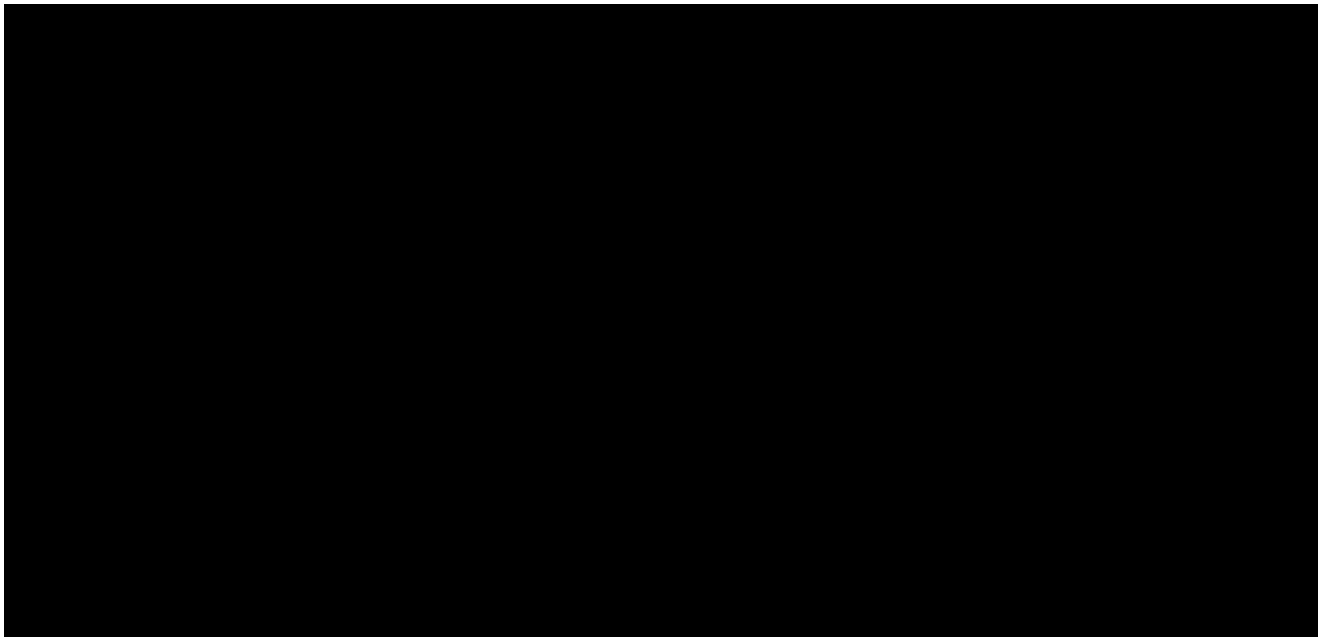
Further Information

All communications will be conducted via the e-sourcing suite, including notification of outcome.

Please note that we will not be undergoing a standstill period as permitted by Clause 5c, Regulation 86 of the Public Contracts Regulations 2015 (as amended) when calling off from a framework agreement.

Qualification Envelope

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Attachment 3 – Statement of Requirements

BACKGROUND TO THE REQUIREMENT

The proposed work package supports the ambition of the community transformation programme and national objectives defined in the NHS Long Term Plan:

The Digital Community Transformation Programme

The Community Transformation Programme is responsible for developing policy and strategy for digitally enabled community health services, high quality community data, and for leading on the mobilisation of regional and ICS teams to deliver against national policy (Long Term Plan).

There are over 1,400 community health care providers (of which 150 deliver over 90% of community care delivery). The sector has experienced historic under-investment in digital, data and technology which limits its capability to deliver against integrated care ambitions. The diversity of the sector, in number and type of provider and volume and variety of services delivered, provides a further challenge.

The Digital team (part of the community transformation programme) has been created to support a portfolio of digital transformation projects across NHS England to ensure that there is a directed focus to ensure that community health services are able to harness digital technology building on the adoption of digital throughout the COVID-19 pandemic.

The purpose of this programme is to ensure community health services, as part of local systems, are supported to provide a comprehensive digitally enabled service that aspires to the delivery of evidenced based care with a focus on maintaining high quality services, which are safe and effective use of resources. This will be enabled by:

- Valuing patient and staff experience with a focus on user-centred design;
- Recognising the challenges of health inequalities and digital inclusion; and
- Developing the capacity and capability across teams to deliver change.

NHS Long Term Plan

The NHS Long Term Plan (LTP) sets out the ambition to boost 'out-of-hospital' care, and finally dissolve the historic divide between primary and community health services with a commitment to increase the investment to community health services to enable this addressing the historic lack of investment for CHS in comparison to primary and secondary care services.

This is reiterated in more recent guidance and engagement, including:

- NHS Pandemic Recovery Plans
- 2023/24 Operational Planning Guidance
- Fuller Review on Integrated Primary Care

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- Government Mandate to NHS England 2023
- NHS Assembly report on NHS75

Key areas for focus are as follows, which support the overall aim on how digital technology can be used to deliver coordinated care:

- Delivery of care through integrated neighbourhood teams, including the coordination of proactive care for complex patients and care planning
- Improved system coordination for urgent care services delivered in the community such as urgent community response services
- Community-based care where possible to replace hospital-based care, such as through virtual wards

The Long Term Plan confirms the importance of technology in the future NHS to provide a step change in the way the NHS cares for citizens. The health system has been asked to increase the capacity and responsiveness of community and intermediate care services. To do this effectively, community health services require a focus on smart foundations for digital that enable the continued development of services which deliver high quality, safe care with efficient use of NHS resources.

THE REQUIREMENT

The Digital Community Health Services programme is seeking a delivery partner to conduct user research and analysis to create a common understanding on digital needs across community health providers.

The research and analysis will be used to inform business plans beyond 2023/24 across several programmes in NHS England.

The supplier will identify user needs and then integrate these findings into programme delivery (through distinct outputs and a training approach) to:

- embed a methodology in the digital community transformation team to continuously be driven by evidenced user needs;
- ensure decisions in the digital community transformation team are evidence-based and appropriate for the sector; and
- identify clear, measurable goals and objectives (programme plans) for 2024/25 across relevant teams in NHS England.

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Mandatory and Minimum Requirements

- Must be able to demonstrate extensive experience at deliver of collaborative work at national, regional and ICS levels with demonstratable outputs and impact of the work.
- In depth knowledge of community health and care services
- Experience of building working relationships at senior and executive level to deliver a programme of work building on confidence and trust of the current programme approach.
- Work in the ethos of building knowledge, skills and capabilities within the current Digital CHS team, leaving a legacy of sustainability across the wider team to deliver this work as part of the longer term delivery approach. We expect the team to work as a core part of our team throughout the contracted period.
- Demonstrated knowledge, skills and experience across team with digital methodology, quality improvement and user centred design with an ability to blend approaches to support delivery of the Digital CHS vision.

The outputs from this work will be at a minimum:

The expectation is this will be delivered in two phases, discovery, and a subsequent phase to develop the learning from the discovery phase and embed new ways of working within the team.

- Phase I – The Discovery phase will uncover challenges facing community healthcare providers in delivering priority services. This will involve conducting in-depth engagement (e.g. surveys, interviews, workshops) in order to produce insights on key problems and opportunities
- Phase II – Maturing the user experience Capability: Instilling an ethos of continuous research, in parallel with acting on insights gained will ensure a more impactful team – fully connected with the purpose of the work and with clarity on how to be impactful nationally, and where initiatives should be locally led.

Learning transfer approach: The chosen delivery partner will create a training programme for the internal team that will embed continuous discovery into future ways of working. An Agile, sprint-based team approach to ensure the team are focusing in real time on the most impactful initiatives for providers and help support build knowledge and relationships across providers.

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Roles and Responsibilities

- NHS England will have the responsibility of contract management and final sign off of the proposed deliverables, day to day management of the project will sit with the Associate Director of Digital CHS supported by the Strategy and Policy Lead for the programme.
- The supplier will have responsibility for the day-to-day project management of the project, engagement with stakeholders, update of progress and producing regular highlight and progress reports as agreed.
- It is also expected that the team take an active part in the Digital CHS team approach, this is an important expectation to support the development of the work and also to support knowledge and skills exchange across the team. Where the project team are invited to attend team development activities participation is expected unless agreed by the Associate Director Digital CHS and Supplier Senior Lead demonstrating a risk to delivery of objectives and final outputs.

BASE LOCATION

- Supporting this work can be delivered remotely but it is expected that the team supporting activities are UK based and able to attend face to face meetings if required and assessed to be safe to do so.
- If face to face working is required this will take place at either Wellington House, London or Quarry House, Leeds with arrangements for access being supported by the commissioning team.
- Current requirements would lean towards remote working collaborating with the Digital CHS and wider stakeholder team using MS Teams to support virtual meetings.

PAYMENT

Milestone payments on:

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- 30% Milestone 2
- 30% Milestone 3
- 40% Milestone 4

STAFF VETTING, EXPERIENCE AND QUALIFICATIONS

Demonstratable experience of applied user research, analysis and project management skills

KEY MILESTONES

The potential provider should note the following project milestones that the Authority will measure the quality of delivery against:

Milestone 1: Mobilisation: The team will be working with existing Digital CHS programme team. Programme team should be available to engage with Digital CHS programme team

Timeframe: within 2 weeks of Contract Award

Milestone 2: Confirmation and agreement that project is on track to deliver within agreed timescales

Timeframe: within 4 weeks of Contract Award

Milestone 3: Deliver discovery phase

Timeframe: Within 12-15 weeks of Contract Award

Milestone 4: Deliver phase two and support handing over of project to Digital CHS programme team

Timeframe: Within 20 weeks of Contract Award

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REPORTING

Reporting and Assurance

- Performance will be reported to the project board and onward through the Community Health Services Directors.

Risk Management

- Risks will be identified, registered, and mitigated through engagement with Consultancy and NHS England Digital CHS programme team, registered through the wider Community Health Services risk register.

Management Information & Governance

- The NHS England team will be updated through regularly weekly progress reports alongside monthly reports to the project board alongside scheduled gateway meetings.
- It is expected that the senior lead for the programme of work will be available to attend the project board, Regional Leadership Group and Fortnightly working groups with additional meetings identified during the cycle of work as required.
- The Digital CHS working in Sprint Cycles and it will be expected that the team participate in daily Stand Ups and fortnightly Sprint reviews as part of the core Digital CHS for the period of the contract.

Joint Schedule 1 – Definitions

1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.

1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.3 In each Contract, unless the context otherwise requires:

1.3.1 the singular includes the plural and vice versa;

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- 1.3.2 reference to a gender includes the other gender and the neuter;
- 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Central Government Body;
- 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
- 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
- 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
- 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
- 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
- 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
- 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract;
- 1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;
- 1.3.13 any reference in a Contract which immediately before Exit Day is a reference to (as it has effect from time to time):
 - (a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

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- (b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and

1.3.14 unless otherwise provided, references to "**Buyer**" shall be construed as including Exempt Buyers; and

1.3.15 unless otherwise provided, references to "**Call-Off Contract**" and "**Contract**" shall be construed as including Exempt Call-off Contracts.

1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Affected Party"	the Party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and " Approve " and " Approved " shall be construed accordingly;
"Audit"	the Relevant Authority's right to: <ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); • verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables;

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	<ul style="list-style-type: none"> ● verify the Open Book Data; ● verify the Supplier’s and each Subcontractor’s compliance with the applicable Law; ● identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; ● identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; ● obtain such information as is necessary to fulfil the Relevant Authority’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; ● review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; ● carry out the Relevant Authority’s internal and statutory audits and to prepare, examine and/or certify the Relevant Authority’s annual and interim reports and accounts; ● enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; ● verify the accuracy and completeness of any: <ul style="list-style-type: none"> (i) Management Information delivered or required by the Framework Contract; or (ii) Financial Report and compliance with Financial Transparency Objectives as specified by the Buyer in the Order Form;
<p>"Auditor"</p>	<ul style="list-style-type: none"> a) the Buyer’s internal and external auditors; b) the Buyer’s statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office;

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	<p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above;</p>
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the Contract Period in respect of the Call-Off Contract;
"Call-Off Expiry Date"	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial"	the Initial Period of a Call-Off Contract specified in the Order Form;

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"Period"	
"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the date of start of a Call-Off Contract as stated in the Order Form;
"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Central Government Body"	a body listed in one of the following subcategories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of

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	its obligations under the Call-Off Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contract Period"	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the GDPR;

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"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none"> e) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) workplace accommodation; viii) workplace IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; f) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets; g) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and h) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; <ul style="list-style-type: none"> but excluding: <ul style="list-style-type: none"> i) Overhead; j) financing or similar costs; k) maintenance and support costs to the extent that these relate

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	<p>to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>l) taxation;</p> <p>m) fines and penalties;</p> <p>n) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>o) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"CRTPA"	the Contract Rights of Third Parties Act 1999;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
"Data Protection Legislation"	the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
"Data Protection Liability Cap"	the amount specified in the Framework Award Form;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay"	the amounts (if any) payable by the Supplier to the Buyer in

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"Payments"	respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Deliverables"	Goods and/or Services that may be ordered under the Contract including the Documentation;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <ul style="list-style-type: none"> a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables b) is required by the Supplier in order to provide the Deliverables; and/or c) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable

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	arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"DPA 2018"	the Data Protection Act 2018;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
"Effective Date"	the date on which the final Party has signed the Contract;
"EIR"	the Environmental Information Regulations 2004;
"Electronic Invoice"	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Estimated Year 1 Charges"	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
"Estimated Yearly	means for the purposes of calculating each Party's annual liability

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Charges"	<p>under clause 11.2:</p> <p>i) in the first Contract Year, the Estimated Year 1 Charges; or</p> <p>ii) in any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or</p> <p>iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;</p>
"Exempt Buyer"	<p>a public sector purchaser that is:</p> <p>a) eligible to use the Framework Contract; and</p> <p>2. is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of:</p> <p>2.1. the Regulations;</p> <p>2.2. the Concession Contracts Regulations 2016 (SI 2016/273);</p> <p>2.3. the Utilities Contracts Regulations 2016 (SI 2016/274);</p> <p>2.4. the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);</p> <p>2.5. the Remedies Directive (2007/66/EC);</p> <p>2.6. Directive 2014/23/EU of the European Parliament and Council;</p> <p>2.7. Directive 2014/24/EU of the European Parliament and Council;</p> <p>2.8. Directive 2014/25/EU of the European Parliament and Council; or</p> <p>2.9. Directive 2009/81/EC of the European Parliament and Council;</p>
"Exempt Call-off Contract"	<p>the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;</p>
"Exempt Procurement Amendments"	<p>any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;</p>

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"Existing IPR"	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
"Exit Day"	shall have the meaning in the European Union (Withdrawal) Act 2018;
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"Financial Reports"	<p>a report by the Supplier to the Buyer that:</p> <ul style="list-style-type: none"> (a) provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier; (b) provides detail a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer); (c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of the Contract; and (d) is certified by the Supplier's Chief Financial Officer or Director of Finance;
"Financial Representative"	a reasonably skilled and experienced member of the Supplier Staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the records and accounts of everything to do with the Contract (as referred to in Clause 6), Financial Reports and Open Book Data;
"Financial Transparency Objectives"	<ul style="list-style-type: none"> (a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and Supplier Profit Margin so that it can understand any payment sought by the Supplier; (b) the Parties being able to understand Costs forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques; (c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying how

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	<p>these could be mitigated and/or reflected in the Charges;</p> <p>(d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services;</p> <p>(e) the Parties challenging each other with ideas for efficiency and improvements; and</p> <p>(f) enabling the Buyer to demonstrate that it is achieving value for money for the taxpayer relative to current market prices;</p>
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by the Affected Party, including:</p> <ul style="list-style-type: none"> ● riots, civil commotion, war or armed conflict; ● acts of terrorism; ● acts of a Central Government Body, local government or regulatory bodies; ● fire, flood, storm or earthquake or other natural disaster, <p>but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;</p>
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice;
"Framework"	the period from the Framework Start Date until the End Date of the

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"Contract Period"	Framework Contract;
"Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Optional Extension Period"	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	<ul style="list-style-type: none"> ● the legislation in Part 5 of the Finance Act 2013 and; and ● any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form ;
"Good Industry Practice"	standards, practises, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;

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"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: <ul style="list-style-type: none"> ■ are supplied to the Supplier by or on behalf of the Authority; or ■ the Supplier is required to generate, process, store or transmit pursuant to a Contract;
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: <ol style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practises of either Party; d) a timetable for the implementation, together with any

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	<p>proposals for the testing of the Variation; and</p> <p>e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	<p>with respect to any person, means:</p> <p>(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:</p> <p>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a</p>

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	<p>LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
<p>"Installation Works"</p>	<p>all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;</p>
<p>"Intellectual Property Rights" or "IPR"</p>	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and</p>

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	<p>other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>2. applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>3. all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Invoicing Address"	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies;
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Key Staff"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <p>a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or</p> <p>b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or</p> <p>c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10%</p>

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	<p>of the aggregate Charges forecast to be payable under the Call-Off Contract,</p> <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;</p>
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"Law"	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgement, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"MI Default"	means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	<p>means when an MI report:</p> <ul style="list-style-type: none"> a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);

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"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
"New IPR"	<p>IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"Occasion of Tax Non-Compliance"	<p>where:</p> <ul style="list-style-type: none"> a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;

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<p>"Open Book Data"</p>	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none">a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;b) operating expenditure relating to the provision of the Deliverables including an analysis showing:<ul style="list-style-type: none">■ the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;■ staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade;■ a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and■ Reimbursable Expenses, if allowed under the Order Form;c) Overheads;d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; andh) the actual Costs profile for each Service Period;
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"Order"	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
"Order Form"	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;
"Overhead"	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the context of a Call-Off Contract the Buyer or the Supplier. "Parties" shall mean both of them where the context permits;
"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Processing"	has the meaning given to it in the GDPR;
"Processor"	has the meaning given to it in the GDPR;

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"Processor Personnel"	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
"Progress Report Frequency"	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
"Prohibited Acts"	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> ■ induce that person to perform improperly a relevant function or activity; or ■ reward that person for improper performance of a relevant function or activity; <p>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none"> ■ under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ■ under legislation or common law concerning fraudulent acts; or ■ defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or <p>d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an

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	incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.
"Recall"	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	<ul style="list-style-type: none"> a) the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include: b) full details of the Default that has occurred, including a root cause analysis; c) the actual or anticipated effect of the Default; and d) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
"Rectification Plan Process"	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agreed in advance in writing; and <p>12. subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally</p>

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	to be performed;
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<p>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>information derived from any of the above;</p>
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Reminder Notice"	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
"Replacement Deliverables"	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;
"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Request For Information"	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
"Required"	the insurances required by Joint Schedule 3 (Insurance

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"Insurances"	Requirements) or any additional insurances specified in the Order Form;
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Levels"	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
"Service Period"	has the meaning given to it in the Order Form;
"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ol style="list-style-type: none"> a) the Deliverables are (or are to be) provided; or b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where any part of

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	the Deliverables provided falls within Call-Off Schedule 6 (ICT Services));
"SME"	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
"Standards"	any: <ul style="list-style-type: none"> a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; b) standards detailed in the specification in Schedule 1 (Specification); c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; d) relevant Government codes of practice and guidance applicable from time to time;
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;

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"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: <ul style="list-style-type: none"> a) provides the Deliverables (or any part of them); 2. provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or 3. is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subcontractor"	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the Framework Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier's Confidential Information"	<ul style="list-style-type: none"> a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; b) any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract; c) Information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;

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"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
"Supplier Marketing Contact"	shall be the person identified in the Framework Award Form;
"Supplier Non-Performance"	where the Supplier has failed to: <ul style="list-style-type: none"> a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels ; and/or c) comply with an obligation under a Contract;
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	a plan: <ul style="list-style-type: none"> a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement

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	of Milestones;
"Tests "	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" and "Testing" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – <ul style="list-style-type: none"> (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"Variation"	any change to a Contract;
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);
"Variation Procedure"	the procedure set out in Clause 24 (Changing the contract);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;

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"Work Day"	8.0 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.

Joint Schedule 2 – Variation Form

Not applicable

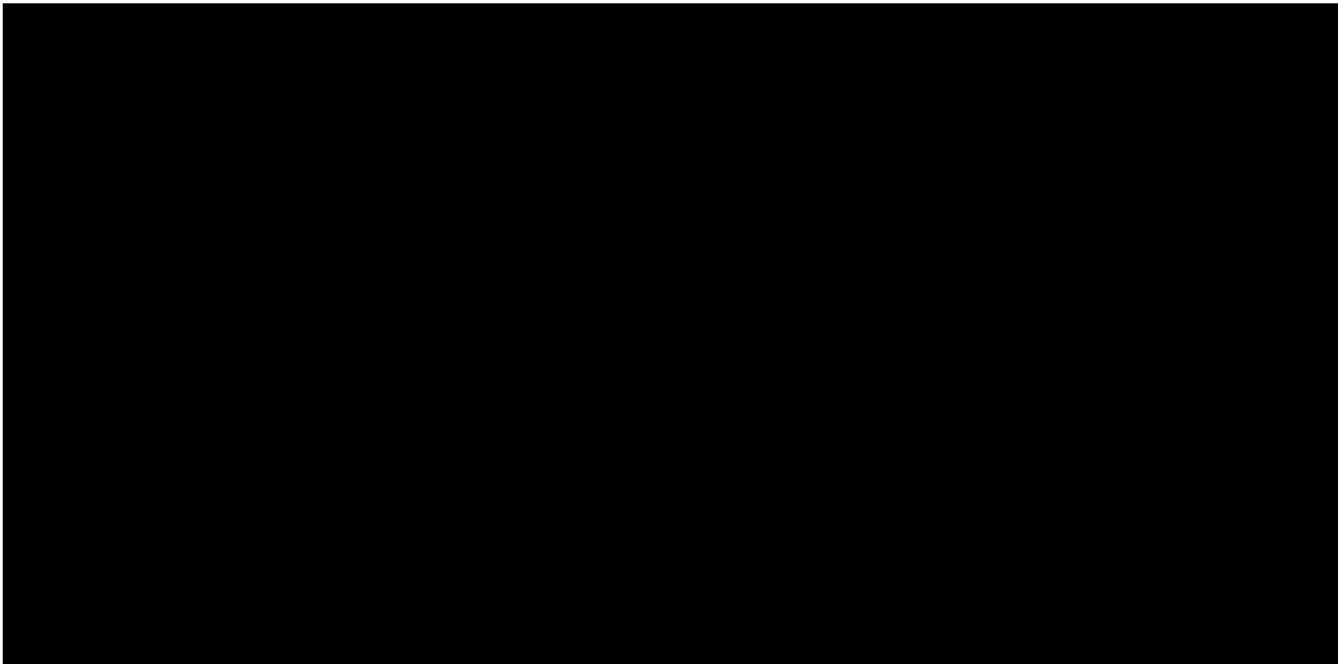
Joint Schedule 10 – Rectification Plan

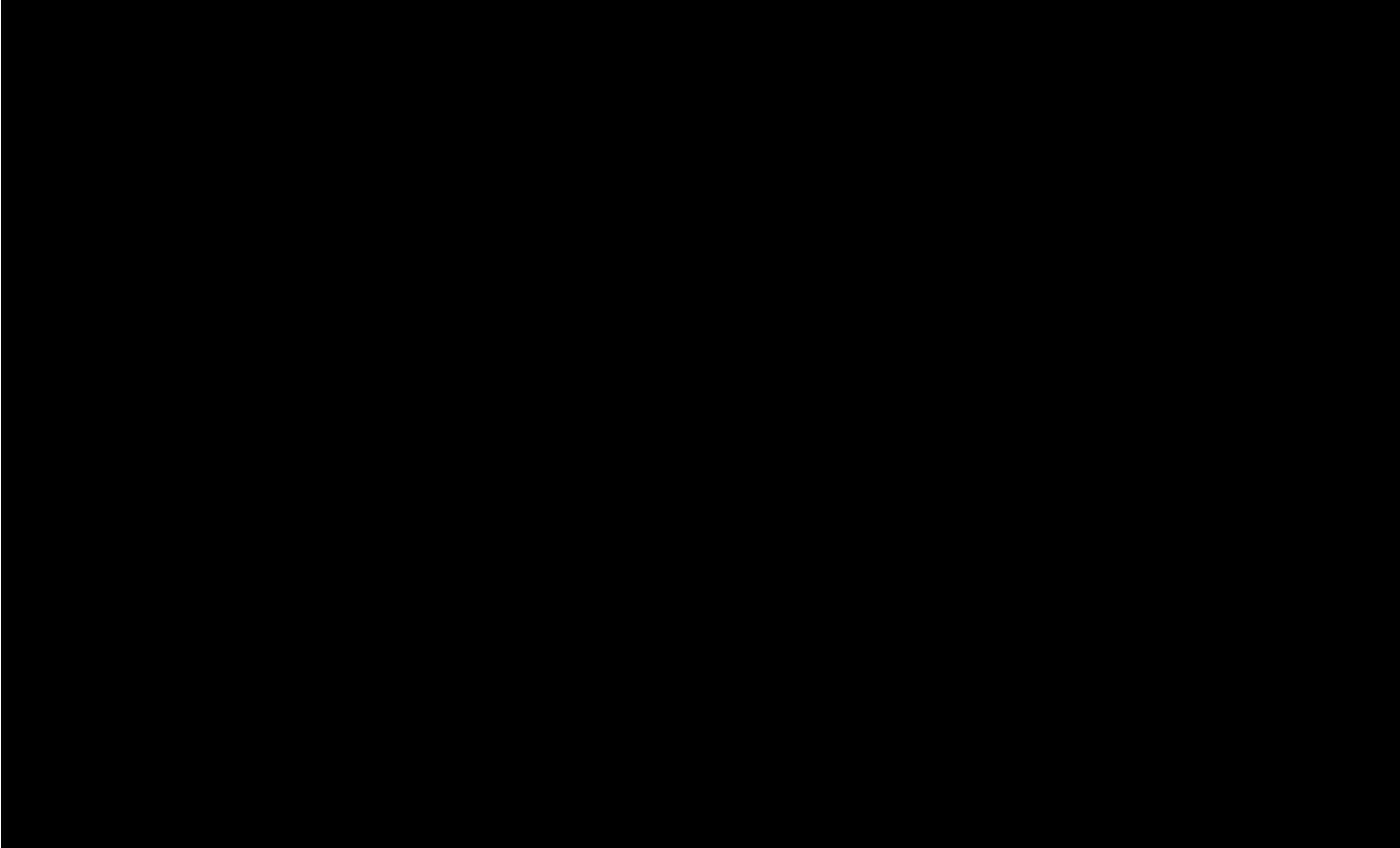
Not applicable

Joint Schedule 11 – Processing Data

Please see Data Processing Agreement document.

Technical Envelope





Payment method

The Supplier must facilitate payment by the Customer of the Charges under the Call-Off Contract under any method agreed in this Order Form.

The Supplier shall not charge the Customer any fees for the use of any payment method or for a change of payment method during the term of the Call-Off Contract.

Payment will be made on key milestones detailed below:

Milestone 1: Mobilisation: The team will be working with existing Digital CHS programme team. Programme team should be available to engage with Digital CHS programme team.

Timeframe: within 2 weeks of Contract Award

30% payment on Milestone 2: Confirmation and agreement that project is on track to deliver within agreed timescales.

Timeframe: within 4 weeks of Contract Award

30% payment on Milestone 3: Deliver discovery phase.

Timeframe: Within 12-15 weeks of Contract Award

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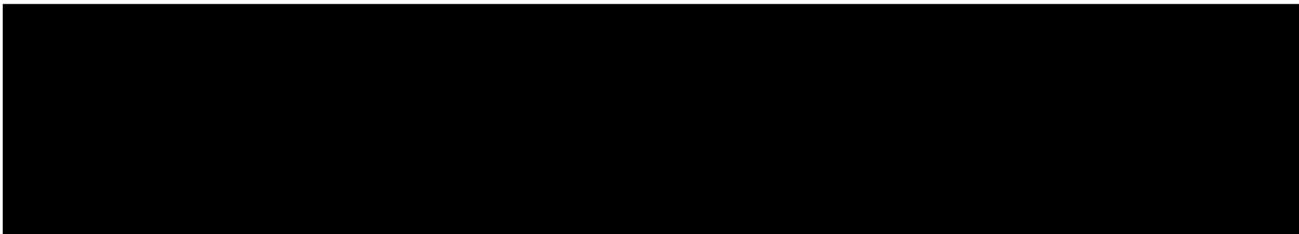
40% payment on Milestone 4: Deliver phase two and support handing over of project to Digital CHS programme team.

Timeframe: Within 20 weeks of Contract Award. The payment method for this Call-Off Contract is BACS Payments 30 days from receipt of a valid invoice.

Buyer's invoice address

NHS ENGLAND,
X24 PAYABLES K005,
PO Box 312,
LEEDS,
LS11 1HP

Buyer's contract manager



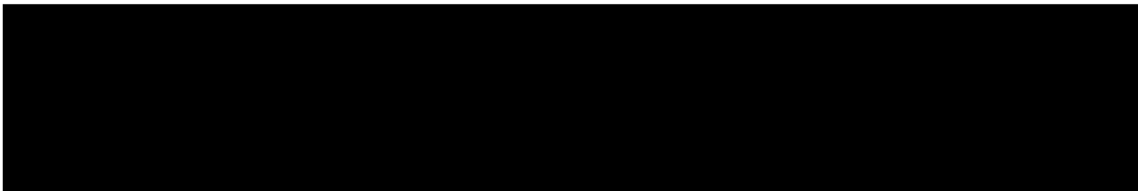
Buyer's security policy

Available online at: <https://www.england.nhs.uk/publication/information-security-policy/>

BUYER'S ENVIRONMENTAL POLICY

Available online at: <https://www.england.nhs.uk/greenernhs/>

Supplier's contract manager



Progress report frequency

The NHS England team will be updated through regularly weekly progress reports alongside monthly reports to the Digital CHS Steering Group and Community Transformation Delivery Group alongside scheduled gateway meetings.

Progress meeting frequency

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It is expected that the senior lead for the programme of work will be available to attend the Digital CHS Steering Group, Regional Leadership Group and Fortnightly working groups with additional meetings identified during the cycle of work as required.

The Digital CHS working in Sprint Cycles and it will be expected that the team participate in daily Stand Ups and fortnightly Sprint reviews as part of the core Digital CHS for the period of the contract.

Key subcontractor(s)

Not applicable

Commercially sensitive information

- Supplier's business procedures and methodologies
- Rates, expenses and other charges and proposed charging solution
- Personal Data relating to Supplier personnel including, but not limited to, names and identifiers provided by the supplier.

Service credits

Not Applicable

Additional insurances

1. The insurance you need to have

1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("Additional Insurances") and any other insurances as may be required by applicable Law (together the "Insurances"). The Supplier shall ensure that each of the Insurances is effective no later than:

1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and

1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.

1.2 The Insurances shall be:

1.2.1 maintained in accordance with Good Industry Practice;

1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;

1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and

1.2.4 maintained for at least six (6) years after the End Date.

1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be

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indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

2. How to manage the insurance

2.1 Without limiting the other provisions of this Contract, the Supplier shall:

2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;

2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and

2.1.3 Hold all policies in respect of the Insurances and cause any insurance broker affecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

3. What happens if you aren't insured

3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.

3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

4. Evidence of insurance you must provide

4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

5. Making sure you are insured to the required amount

5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

6. Cancelled Insurance

6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.

6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any

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relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

7. Insurance claims

7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables, the Supplier shall cooperate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.

7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.

7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

ANNEX: REQUIRED INSURANCES

1. The Supplier shall hold the following [standard] insurance cover from the Framework Start Date in accordance with this Schedule:

1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000);

1.2 public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000); and

1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds (£10,000,000).

Guarantee

Not Applicable

Social value commitment

Joint Schedule 5 – Corporate Social Responsibility

a) What we expect from our Suppliers

- i. In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government
(https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)
- ii. CCS expects its Suppliers and Subcontractors to meet the standards set out in that Code. In addition, CCS expects its Suppliers and Subcontractors to comply with the Standards set out in this Schedule.
- iii. The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify the Supplier from time to time.

13. Equality and Accessibility

- i. In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
 - i. eliminate discrimination, harassment or victimisation of any kind; and
 - ii. advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

14. Modern Slavery, Child Labour and Inhumane Treatment

"Modern Slavery Helpline" means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.

- i. The Supplier:
 - i. shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour;
 - ii. shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
 - iii. warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

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- iv. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.
- v. shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world.
- vi. shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;
- vii. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;
- viii. shall prepare and deliver to CCS, 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 with its annual certification of compliance with Paragraph 3;
- ix. shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;
- x. shall not use or allow child or slave labour to be used by its Subcontractors;
- xi. shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline.

15. Income Security

- i. The Supplier shall:
 - i. ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
 - ii. ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
 - iii. not make deductions from wages:
 - 1. as a disciplinary measure
 - 2. except where permitted by law; or
 - 3. without expressed permission of the worker concerned;

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- iv. record all disciplinary measures taken against Supplier Staff;
and
- v. ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

16. Working Hours

- i. The Supplier shall:
 - i. ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
 - ii. that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
 - iii. ensure that use of overtime used responsibly, taking into account:
 - the extent;
 - frequency; and
 - hours worked;
- by individuals and by the Supplier Staff as a whole;

5.2 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.

5.3 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

5.3.1 this is allowed by national law;

5.3.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

5.3.3 appropriate safeguards are taken to protect the workers' health and safety; and

5.3.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

5.4 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

6. Sustainability

6.1 The supplier shall meet the applicable Government Buying Standards

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applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Supplier Code of Conduct

Introduction

NHS England and NHS Improvement (the Authority) leads the National Health Service (NHS) in England. We set the priorities and direction of the NHS and encourage and inform the national debate to improve health and care. This Code of Conduct represents the principles that the Authority endorses and expects its partners and suppliers to support and follow and to ensure that their employees, partners and subcontractors will do the same. We want to work with Suppliers who are proud of their reputation for fair dealing and quality delivery and who consider working with the Authority to be reputation enhancing.

Scope

The provisions of this Code of Conduct are intended for third party Suppliers that are under contract to provide goods and/or services to the Authority. The Authority expects its Suppliers to communicate this Code of Conduct to their named subcontractors and employees and ensure that they, in turn, also observe the obligations and expectations outlined below.

Obligations and Expectations

We expect the highest standards of business ethics from Suppliers and their agents in the supply of goods and services funded by the public purse. We expect that Suppliers comply fully with all laws, regulations and standards that are applicable to their business and operations. Suppliers, and their named subcontractors, are also expected to ensure that *their* suppliers and supply chain also comply with, or observe, the obligations and expectations outlined below, as applicable. In selecting Suppliers, the Authority checks that it is contracting with reputable bodies. These checks are conducted in line with procurement regulations that guarantee fair access to opportunities for all Suppliers and equal treatment during selection processes.

a. Professional behaviour

We expect suppliers to speak out, without fear of consequences, when a project or service is unlikely to succeed because of *our* behaviours or lack of good governance. For contracts that deliver goods and/or services to users with particular needs, physical or mental, that place them in a vulnerable position, suppliers should ensure that they are treated with dignity and respect. In the spirit of investing in mutually supportive relationships, all parties are expected to be prepared to share intelligence of supply chain risks, so that these can be mitigated.

b. Bribery, corruption and anti-competitive behaviour

Any and all forms of bribery, corruption and extortion are strictly prohibited and may result in immediate contract termination, legal action and any other form of action specified in any contract. Suppliers shall comply with all applicable national and international anti-bribery legislation and standards, including, but not limited to, The Bribery Act 2010. Suppliers shall not offer or provide money or gifts to anyone where it is probable that all or part of the money

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or gift is being used to influence decisions that may result in a commercial advantage for the Supplier.

c. Environmental

Suppliers, their employees and named subcontractors shall comply with all applicable environmental laws, regulations and standards and shall make all practical efforts to minimise their energy consumption, natural resource use and waste generation.

d. Health and Safety

Suppliers and their named subcontractors shall comply with all applicable laws, regulations and standards relating to health and safety in the workplace or any location other than the workplace where production, manufacture or work is undertaken. Suppliers should demonstrate an active commitment to creating health-improving workplaces that is co-produced with employees and illustrates an active monitoring approach that utilises evidence-based practice for employer-led health improvement. The Authority commits to supporting suppliers in this through sharing our own learning and experiences of monitoring and improving workplace health with our supply chain.

e. Labour Standards and Human Rights

Suppliers and their sub-contractors must comply with all applicable human rights and employment laws in the jurisdictions in which they operate. Suppliers and their named sub-contractors shall ensure that slavery, including forced and compulsory (bonded) labour and human trafficking are not present in their business and operations. Suppliers and their sub-contractors shall comply with the provisions of the Modern Slavery Act 2015. Where Suppliers are required¹ to publish an annual slavery and human trafficking statement, this should be shared this with the Authority.

f. Wages and working hours

Suppliers shall comply with national laws regarding working hours, wages and benefits and shall put mechanisms in place to ensure that their supply chains also comply with relevant national laws. Suppliers are expected to work towards good practice in paying reasonable *living wages*.

g. Discrimination

The Supplier and their named subcontractors shall not discriminate on the basis of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, and sex and sexual orientation. Suppliers should have, or work towards, a published diversity and inclusion policy, an action plan to improve diversity and inclusion in the workplace, and embedded good practice for workplace inclusion across all protected characteristics, including additional ones as articulated in the Authority's Diversity and Inclusion objectives.

h. Generating Social Value

Where feasible, Suppliers and their named subcontractors are expected to increase commercial opportunities for underrepresented supplier groups, especially Small and Medium-sized Enterprises (SMEs) and Voluntary, Community and Social Enterprises (VCSEs) that support health-related objectives. They are also expected to offer work experience and/or opportunities to people with a learning disability, those from vulnerable or disadvantaged groups, and the long-term unemployed, through structured and supported pathways to work opportunities. The Authority commits to sharing with Suppliers learning and experiences of structured pathways to work opportunities to support this action.

i. Innovation and sustainable profit

The Authority expects Suppliers to use recognised industry practices in the delivery of goods and/or services. The Authority expects suppliers to generate sustainable profit which they can

¹<https://www.gov.uk/government/collections/modern-slavery-bill>

invest to support improvements in goods and services for the long term benefits of patients and the health economy. In doing so, Suppliers should continuously look to reduce costs and improve quality throughout the life of a contract with the Authority, which they can evidence through true open book accounting. Where the Supplier becomes aware of alternative, innovative solutions and/or creative approaches that can deliver an improved, quality product or service to The Authority and/or its stakeholders, they should notify the Authority, outlining the anticipated costs and benefits of such solutions.

j. Management of Risk

The Authority tries to ensure that risk is placed with the party best able to manage it. This means requiring prime contractors not to flow risk inappropriately to subcontractors, and not to assert that they can manage risk that is in fact better managed by the Authority. All parties should also be prepared to share intelligence of supply chain risks, so that material commercial and operational risks, for example the impact of losing a key supplier, can be mitigated.

k. Cyber Security

It is essential that Suppliers safeguard the integrity and security of their systems and comply with the relevant government standards and guidance. Suppliers must inform the National Cyber Security Centre if they become aware of any cyber security incident that affects or has the potential to affect The Authority data.

l. Confidentiality

Suppliers are expected to comply with the provisions in their contracts and any legal requirements to protect sensitive information. Suppliers to the Authority may also be party to confidential information that is necessary for them to be effective partners. This information, even if it is not covered by contractual provisions, should be handled with the same care as information of similar sensitivity in the Supplier's own organisation.

m. Conflicts of Interest

The Authority expects Suppliers to mitigate appropriately against any real or perceived conflict of interest through their work with the Authority. A Supplier with a position of influence gained through a contract should not use that position to unfairly disadvantage any other supplier or reduce the potential for future competition.

n. Monitoring

Suppliers are expected to have identified, or be working towards identifying, their business' and operations' impacts on the environment, society and economy and to have, or plan to, put systems and processes in place to manage these and report on their progress and provide regular updates and copies of such reports to the Authority when requested.

For contracts with duration longer than 12 months, Suppliers are also expected to submit an annual statement to the Authority's Commercial and Procurement Team, signed by their most senior representative (e.g. CEO), that confirms compliance with all applicable environmental and social laws, regulations and standards, explains mitigating action for any breaches, and articulates the way in which the Supplier is supporting the expectations set out in this Code. The Authority reserves the Right to Audit a Supplier to confirm compliance with the obligations of this Code of Conduct and explore the extent to which the Code's expectations are addressed.

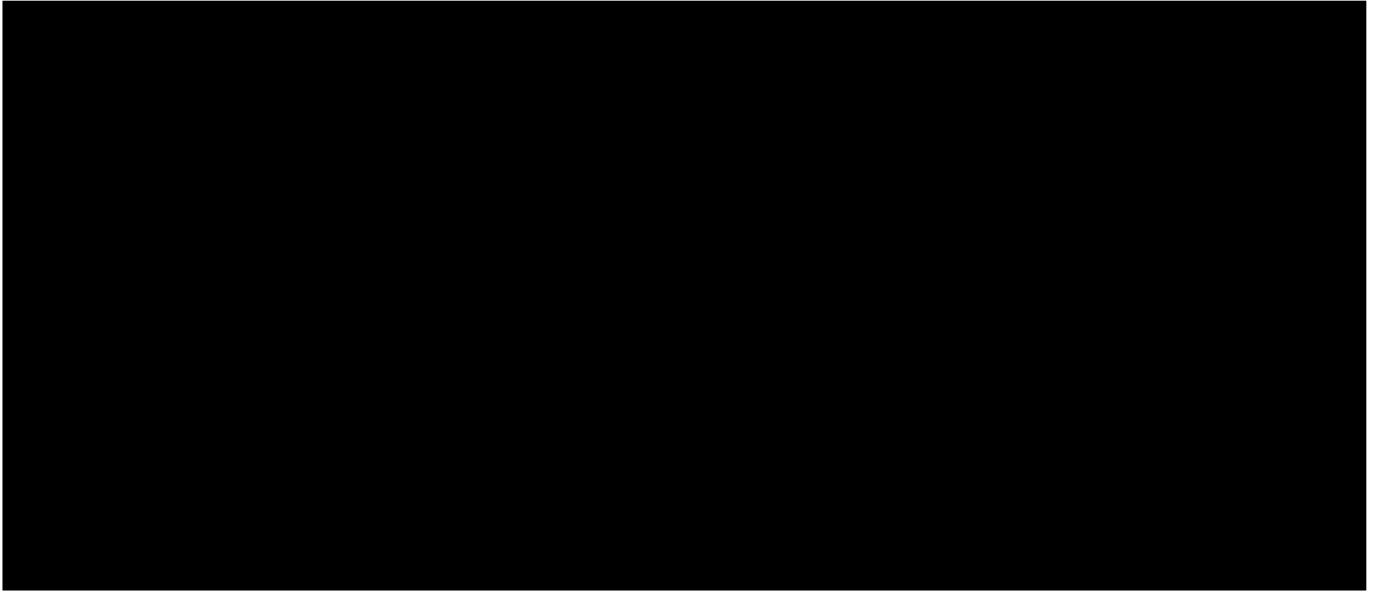
Any breach of the obligations articulated in this Code of Conduct is considered a material breach of contract by the Supplier.

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Social Value Pledge

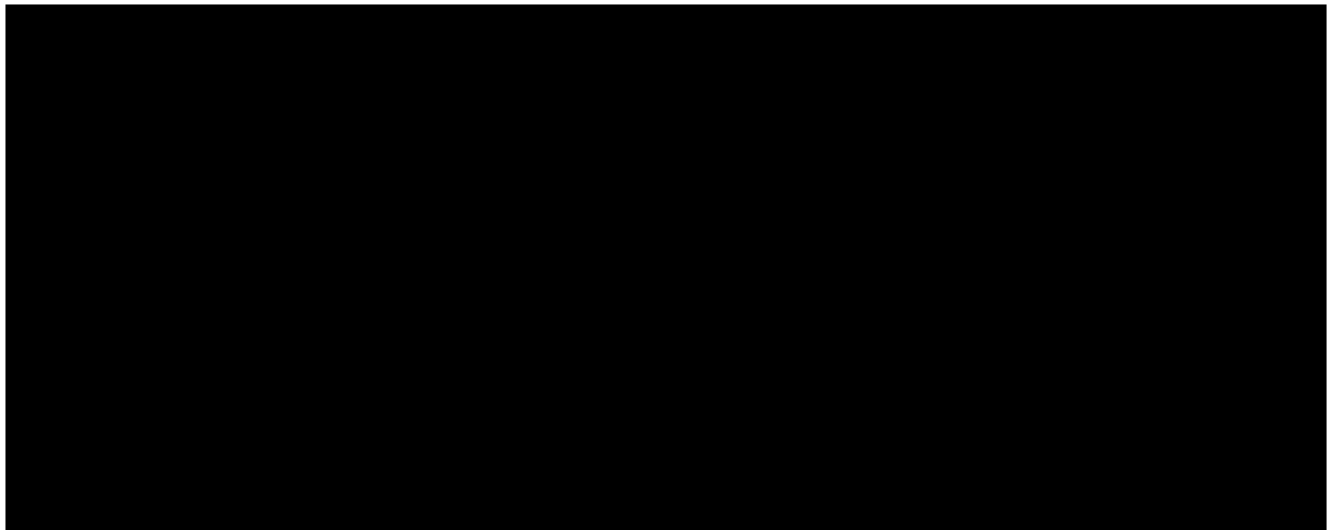
Suppliers are invited to make a **voluntary** pledge, committing **any** value or volume of goods and/or services on a pro bono basis to suitable, mutually agreed, predominantly VCSEs, whose work supports health/care delivery or the wider determinants of health in the UK. This pro bono contribution should not be incorporated into the overall contract price, and whilst it may be aligned with the Supplier's wider Corporate Responsibility objectives, it should not already be accounted for as part of a wider CSR programme. The Social Value Pledge will be monitored as part of contract management.

The aim is to generate big value for society with minimal cost to business.

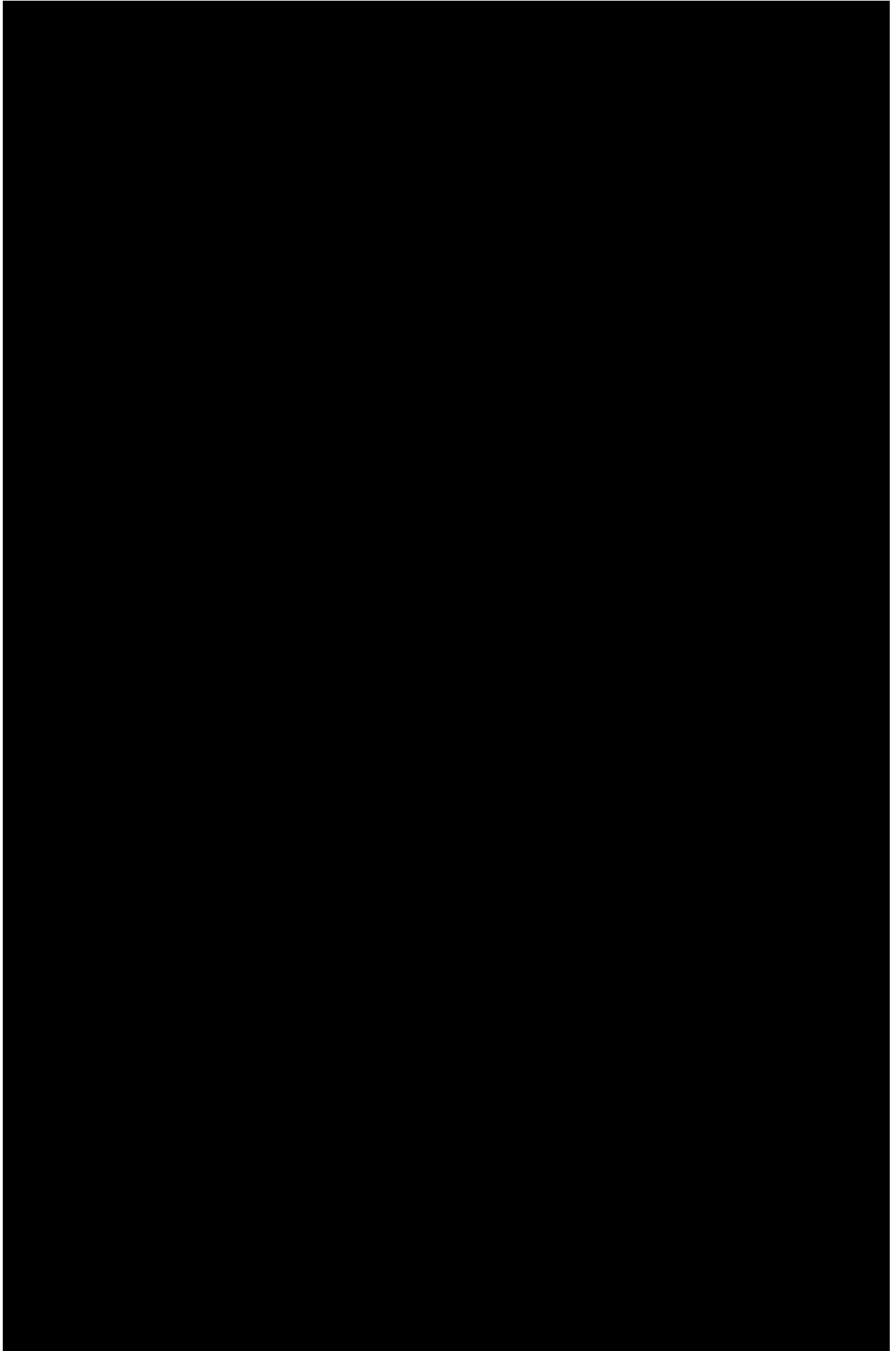


Social Value & Sustainability Response

Detail how, through the delivery of the contract, the service being proposed can be digitised throughout the duration of the award, to reduce carbon emissions and resources used where possible whilst still achieving the same outcome? (max 500 words, no attachments / links / screenshots).



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