

**RM6100 Technology Services 3 Agreement
Framework Schedule 4 - Annex 1
Lots 2, 3 and 5 Order Form**

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website. The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

The Parties agree that when the Buyer seeks further Services and/or Goods from the Supplier under this Order Form, the Buyer and Supplier will agree and execute a further Statement of Work in the form of the template set out in Attachment 12 to this Order. Upon the execution of each Statement of Work it shall become incorporated into the Contract.

Except where otherwise defined in this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

This Order Form shall comprise:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports;
12. Attachment 11 – NHS England Provisions; and
13. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.
14. Attachment 12 - Template Statement of Work

The Order of Precedence shall be as follows:

- .1.1 the Framework, except Framework Schedule 18 (Tender);
- .1.2 the Order Form;
- .1.3 the Call Off Terms; and
- .1.4 Framework Schedule 18 (Tender).

Section A

General information

Contract Details	
Contract Reference:	C218848
Contract Title:	CRM Development and Support.
Contract Description:	Services to support the development and ongoing maintenance of the existing CRM service.
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	
Estimated Year 1 Charges:	
Commencement Date: 2nd September 2024	

Buyer details
Buyer organisation name NHS England ("NHSE")
Billing address Your organisation's billing address - please ensure you include a postcode NHS England (NHS Digital), X24 Payables K005, PO Box 312, LEEDS LS11 1HP
Buyer representative name The name of your point of contact for this Order
Buyer representative contact details Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

Buyer Project Reference

Please provide the customer project reference number.

C218848

Supplier details

Supplier name

The supplier organisation name, as it appears in the Framework Agreement

Cognizant Worldwide Limited

Supplier address

Supplier's registered address

280 Bishopsgate London EC2M 4AG

Supplier representative name

The name of the Supplier point of contact for this Order

Supplier representative contact details

Email and telephone contact details of the supplier's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

Order reference number or the Supplier's Catalogue Service Offer Reference Number

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.

TBC

Guarantor details

Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.

Guarantor Company Name

The guarantor organisation name

Not Applicable

Guarantor Company Number

Guarantor's registered company number

Not Applicable

Guarantor Registered Address

Guarantor's registered address

Not Applicable

Section B

Part A – Framework Lot

Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2, 3 and/or 5. Where Lot 1 is also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.

- | | |
|------------------------------------------|-------------------------------------|
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN | <input type="checkbox"/> |
| 2. TRANSITION & TRANSFORMATION | <input type="checkbox"/> |
| 3. OPERATIONAL SERVICES | |
| a: End User Services | <input type="checkbox"/> |
| b: Operational Management | <input type="checkbox"/> |
| c: Technical Management | <input type="checkbox"/> |
| d: Application and Data Management | <input checked="" type="checkbox"/> |
| 5. SERVICE INTEGRATION AND MANAGEMENT | <input type="checkbox"/> |

Part B – The Services Requirement

Commencement Date

See above in Section A

Contract Period

Guidance Note – this should be a period which does not exceed the maximum durations specified per Lot below:

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
2	36 (3)
3	60 (5)
5	60 (5)

Initial Term Months

24 Months

Extension Period (Optional) Months

2 periods of 12 months each

Minimum Notice Period for exercise of Termination Without Cause 90 calendar days
(see Clause 35.1.9 of the Call-Off Terms)

Sites for the provision of the Services

Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third party premises.

The Supplier shall provide the Services from the following Sites:

Buyer Premises:

Leeds and London (including Supplier Staff Working Remotely Onshore and Offshore from India)

Supplier Premises:

Not Applicable

Third Party Premises:

Not Applicable

Buyer Assets

Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms

Subject to the licence terms of this Contract, the Supplier will have access to:



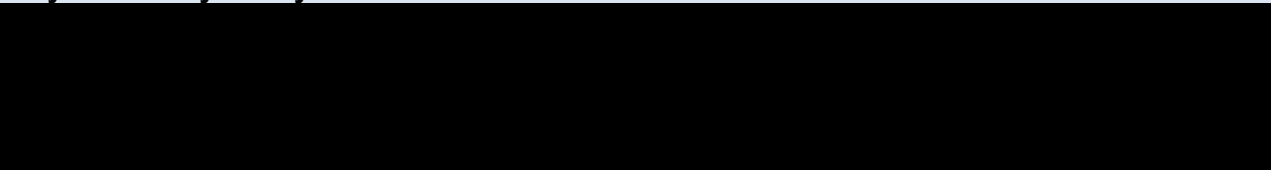
- the agreed required software licences required.

Additional Standards

Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.

Not Applicable

Buyer Security Policy



Buyer ICT Policy

Guidance Note: where the Supplier is required to comply with the Buyer's ICT Policy then append to this Order Form below.

Not Applicable

Insurance

Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.

Third Party Public Liability Insurance

Professional Indemnity Insurance

Employers' liability insurance

Product liability insurance

Buyer Responsibilities

Guidance Note: list any applicable Buyer Responsibilities below.

- Provide direction on priority, scope, functional and non-functional requirements in the backlog aligned to Incident, Problem and Change Management objectives
- Provide User Acceptance Testing for all product features and releases
- Commission any independent testing such as Penetration Testing
- Provide First Line Support for the platforms and instances within the scope of this Agreement

Goods

Guidance Note: list any Goods and their prices.

Not Applicable.

Governance – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	<input type="checkbox"/>
Part B – Long Form Governance Schedule	<input checked="" type="checkbox"/>

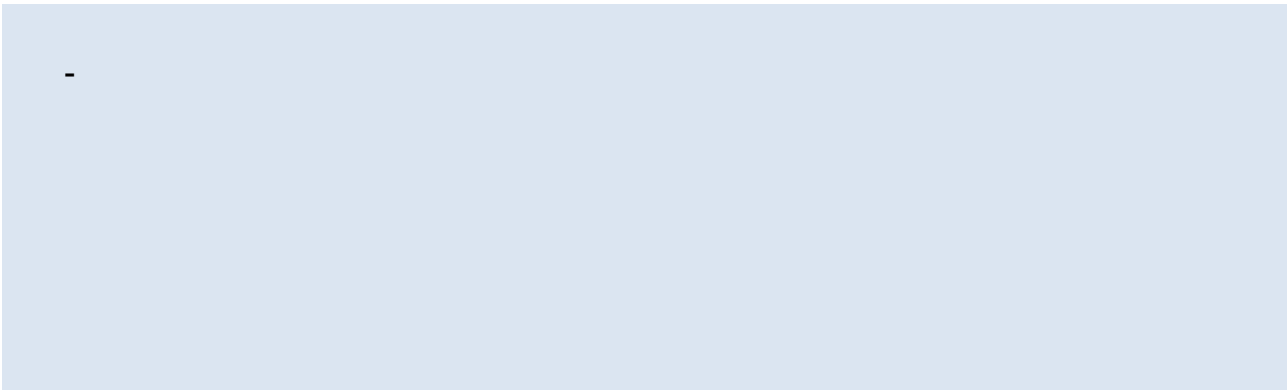
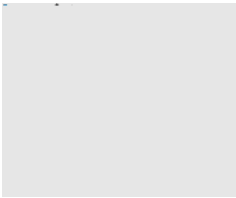
The Part selected above shall apply this Contract.

Change Control Procedure – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of change control. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is no requirement to include a complex change control procedure where operational and fast track changes will not be required.

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	<input type="checkbox"/>
Part B – Long Form Change Control Schedule	<input checked="" type="checkbox"/>

The Part selected above shall apply this Contract. Where Part B is selected, the following information shall be incorporated into Part B of Schedule 5 (Change Control Procedure):



Section C

Part A - Additional and Alternative Buyer Terms

Additional Schedules and Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.

Part A – Additional Schedules

Guidance Note: Tick any applicable boxes below

Additional Schedules	Tick as applicable
S1: Implementation Plan	<input type="checkbox"/>
S2: Testing Procedures	<input checked="" type="checkbox"/>
S3: Security Requirements (either Part A or Part B)	Part A <input checked="" type="checkbox"/> or Part B <input type="checkbox"/>
S4: Staff Transfer	<input checked="" type="checkbox"/>
S5: Benchmarking	<input type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input checked="" type="checkbox"/>
S7: Continuous Improvement	<input checked="" type="checkbox"/>
S8: Guarantee	<input type="checkbox"/>
S9: MOD Terms	<input type="checkbox"/>

Part B – Additional Clauses

Guidance Note: Tick any applicable boxes below

Additional Clauses	Tick as applicable
C1: Relevant Convictions	<input checked="" type="checkbox"/>
C2: Security Measures	<input checked="" type="checkbox"/>
C3: Collaboration Agreement	<input type="checkbox"/>

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

Part C - Alternative Clauses

Guidance Note: Tick any applicable boxes below

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	<input type="checkbox"/>
Northern Ireland Law	<input type="checkbox"/>
Joint Controller Clauses	<input type="checkbox"/>

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A

Additional Schedule S3 (Security Requirements)

Guidance Note: where Schedule S3 (Security Requirements) has been selected in Part A of Section C above, then for the purpose of the definition of "Security Management Plan" insert the Supplier's draft security management plan below.

Security Management Plan shall be delivered from the Supplier to the Buyer within 20 Working Days from the Commencement Date

Additional Schedule S4 (Staff Transfer)

Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of "Fund" in Annex D2 (LGPS) of Part D (Pension) insert details of the applicable fund below.

Not Applicable

Additional Clause C1 (Relevant Convictions)

Guidance Note: where Clause C1 (Relevant Convictions) has been selected in Part A of Section C above, then for the purpose of the definition of "Relevant Convictions" insert any relevant convictions which shall apply to this contract below.

Not applicable

Additional Clause C3 (Collaboration Agreement)

Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.

Not applicable.



Section D

Supplier Response

Commercially Sensitive information

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*

Attachment 2 – Charges and Invoicing

Part B – Service Charges

Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges

Part E – Early Termination Fee(s)

Attachment 4 – Service Levels and Service Credits

Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

Attachment 7 – Financial Distress

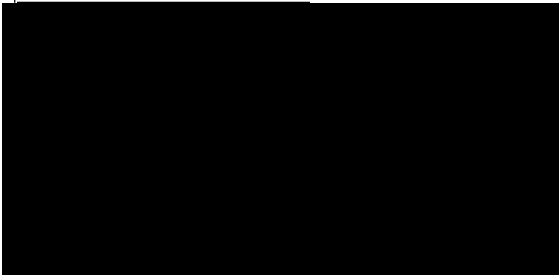
Attachment 8 – Governance

Section E Contract Award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

SIGNATURES

For and on behalf of the Supplier:



Date Signed: 5 September 2024

For and on behalf of the Buyer:



Date Signed: 20/09/2024

Attachment 1 – Services Specification

Scope of BAU Services

The following items shall be removed from the scope of BAU services commencing April 2025:

- 1) Minor Enhancements
- 2) .NET framework upgrade from v4.8 to v8.0 (or latest available version)
- 3) Development of backlog from Penetration testing

NHSE Instances to be supported	<ul style="list-style-type: none">▪ HSCIC▪ Comments Moderation
Application and Development components	<ul style="list-style-type: none">▪ Microsoft Dynamics 365 Business Applications▪ DARS online (ReactJs) Portal▪ Power Platform : Power Apps, Power Automate, Power Pages, Dataverse, Azure Synapse Link, Power B.I. paginated reports and any new introductions from Microsoft to this stack.▪ Azure : DevOps, Data Factory (ADF), Logic Apps, Azure Functions, Service Bus, API Management, App Service, SQL Database, .NET framework▪ Artificial Intelligence (optional and driven by NHSE Organisation policy on A.I.) : Copilot, A.I Builder and new introductions from Microsoft to this stack.▪ Integrations to and from D365 and DARS portal

Core BAU Scope	<ul style="list-style-type: none"> ▪ Work within an agile software delivery framework, including fortnightly sprint releases ▪ Delivery of minimal viable products (MVPs) ▪ Minor enhancements and developments of future backlog items for DARS, Customer Service Function and other business units constituting less than 80 hours of development efforts per backlog item. This element of BAU will cease and may be commissioned as change under separate SOWS with effect from April 25th 2025. ▪ .NET framework upgrade from v4.8 to v8.0 (or latest available version) ▪ Continuous improvements and performance fine-tuning for D365, portal and integration components. This element of BAU will cease and may be commissioned as change under separate SOWS with effect from April 25th 2025. ▪ Development of backlog from Penetration testing ▪ Incident Management : <ul style="list-style-type: none"> ○ Resolution of incidents as per the agreed SLAs ○ Level-2 support (Defect and bug fixes, Service Requests) and Level-3 support (Complex bug fixes, Root Cause Analysis and Problem Tickets) ○ Acknowledgement to user/Level-1 service desk on ticket (Incidents) status and participating in incident triaging. ○ Minor Enhancements and developments needed to improve the services and features of existing applications (D365, DARS portal, Power Pages) ○ Knowledge Management - Maintaining Knowledge base for known errors, FAQs etc. ▪ Application Management: <ul style="list-style-type: none"> ○ Disaster recovery planning and support ○ Ensuring Dynamics is secure, including responses to High Severity Incidents ○ Performance improvements and timeouts assessment ▪ Review and implements robust application security on D365, Power pages, DARS online portal and its interface components. ▪ Support data migration activity ▪ Software development lifecycle and Release Management: <ul style="list-style-type: none"> ○ Planning and participation in change and release management process ○ Coding and unit testing
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	<ul style="list-style-type: none"> ○ Work/effort estimation ▪ System administrator/super user training <ul style="list-style-type: none"> ○ Provide resolution/Design alternatives. ▪ Providing reasonable warranties post development ▪ Coordination with 3rd parties: <ul style="list-style-type: none"> ○ Liaising and support for interactions with Microsoft for product bugs and other incidents reported by NHSE. ○ Work with 3rd parties for development and resolution of incidents pertaining to systems interacting with D365 and Power platform. ▪ Governance <ul style="list-style-type: none"> ○ Strategic planning from business and technology perspective ○ Participate in weekly service and performance reviews ○ Participation and support in Service Performance Review Meeting (typically every quarter or as agreed with NHSE) ▪ Quality Assurance <ul style="list-style-type: none"> ○ Functional Testing of solutions and features.
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Advisory and Best Practices	<ul style="list-style-type: none"> ▪ Advisory & Consulting <ul style="list-style-type: none"> ○ Review of all services in CRM and produce evidence if they remain value for money or can be delivered more efficiently. ○ Assessment on out of support technology and providing recommendations to retain, replace or retire applications/ features/ components ○ Advise on technical debt removal via new solutions and approaches ○ Proactive sessions on new technology adoption based on release plans from Microsoft ○ Potential solution queries ○ Approach towards Automation of regression testing ▪ Future proofing for Microsoft releases: <ul style="list-style-type: none"> ○ Monitoring the Release waves for D365 and Power platform ○ Assessment of deprecated features and implementation of new features / alternate solutions needed to mitigate the gap. ○ Implementation of new features per the Microsoft release wave ○ Implementing environment refreshes at regular interval to have all environments in sync ▪ Best Practices Management: <ul style="list-style-type: none"> ○ Designing and building re-usable frameworks and components ○ Maintenance and refinement of Architecture Diagrams. ○ Building and making changes to applications adhering to UK Government GDS design principles and service standards, WCAG Accessibility and other standards as applicable from time to time. ○ Code redesign and alignment with Microsoft best practices. ○ Best practices documentation and approach discussions
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Service Level Agreements for Incidents:

The Service Levels below will be reviewed after 6 months from the Commencement Date and will be mutually agreed. Service Levels (table 1) shall incur Service Credits. Performance Measures (table 2) shall be reported on by the Supplier in accordance with Attachment 4 but shall not incur Service Credits.

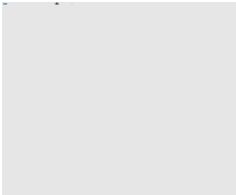
Table 1: Service Levels

Priority Level	Description	Resolution Time
Severity 1	High Impact and critical Urgency There is no circumvention or workaround available	4 Hours
Severity 2	Typically, a circumvention or workaround is available. An emergency change is not required but a normal change may be required by a date and time in the near future	16 Hours

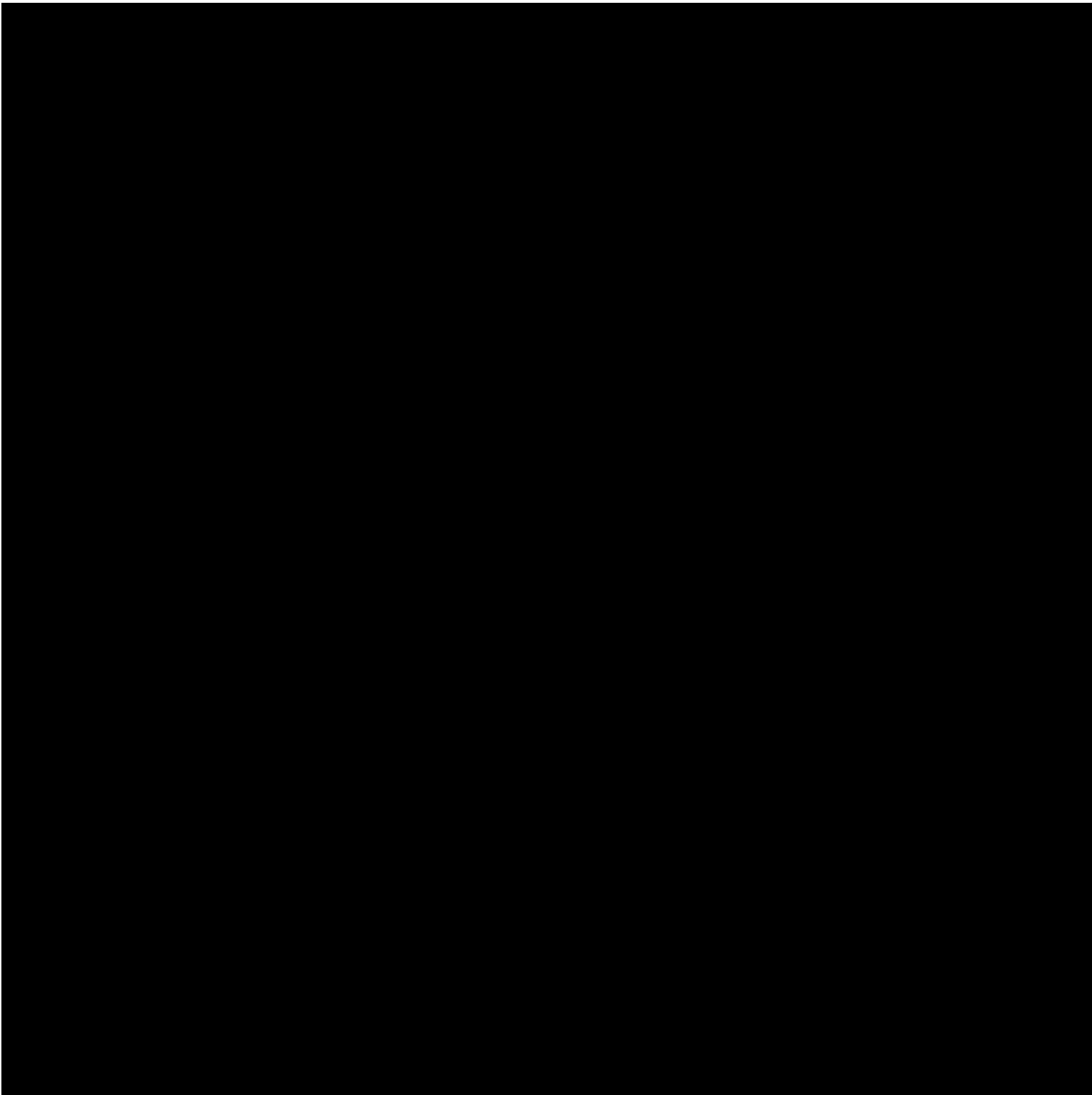
Table 2: Performance Measures

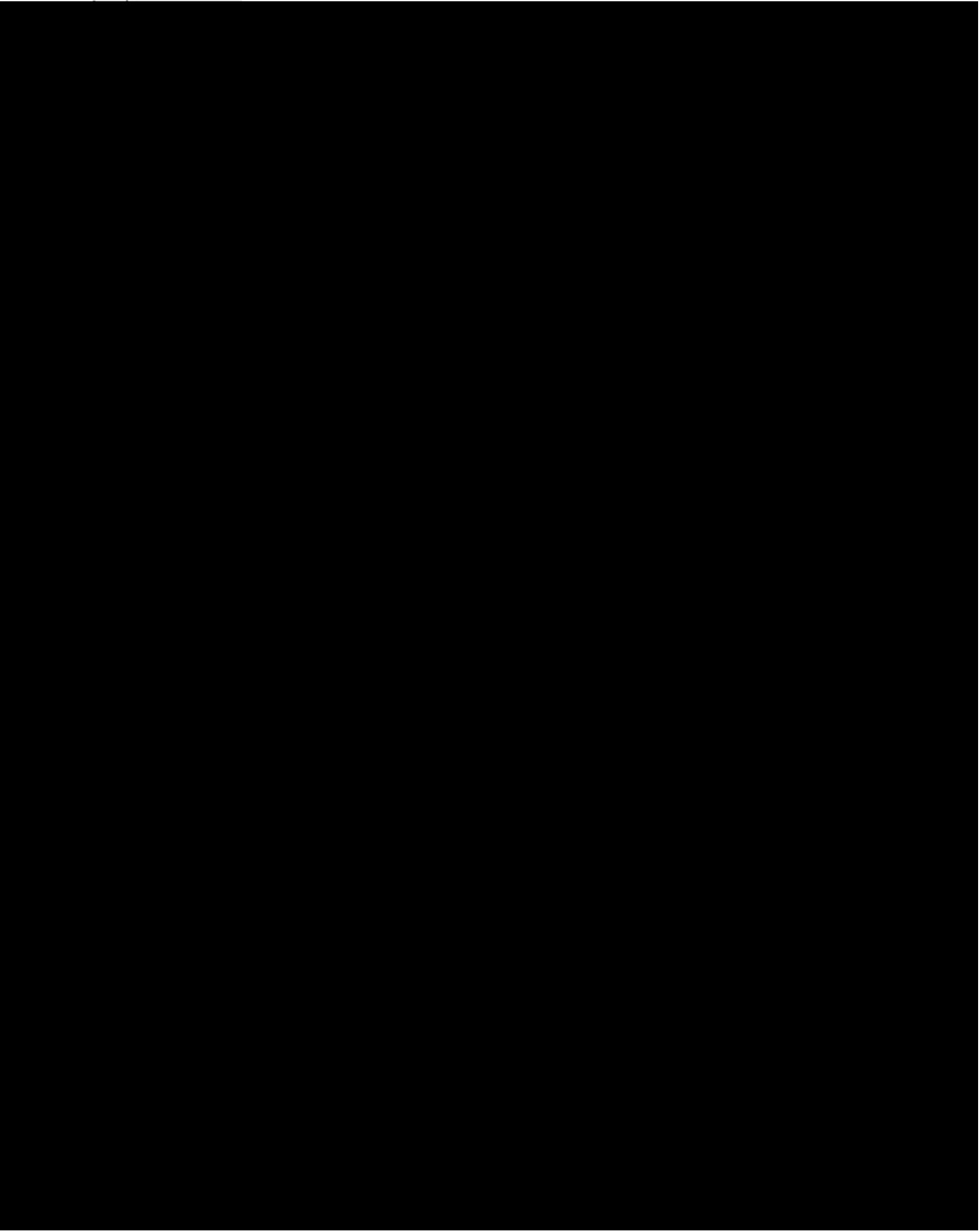
Priority Level	Description	Response Time
Severity 1	High Impact and critical Urgency There is no circumvention or workaround available	15 mins
Severity 2	Typically, a circumvention or workaround is available. An emergency change is not required but a normal change may be required by a date and time in the near future	30 mins

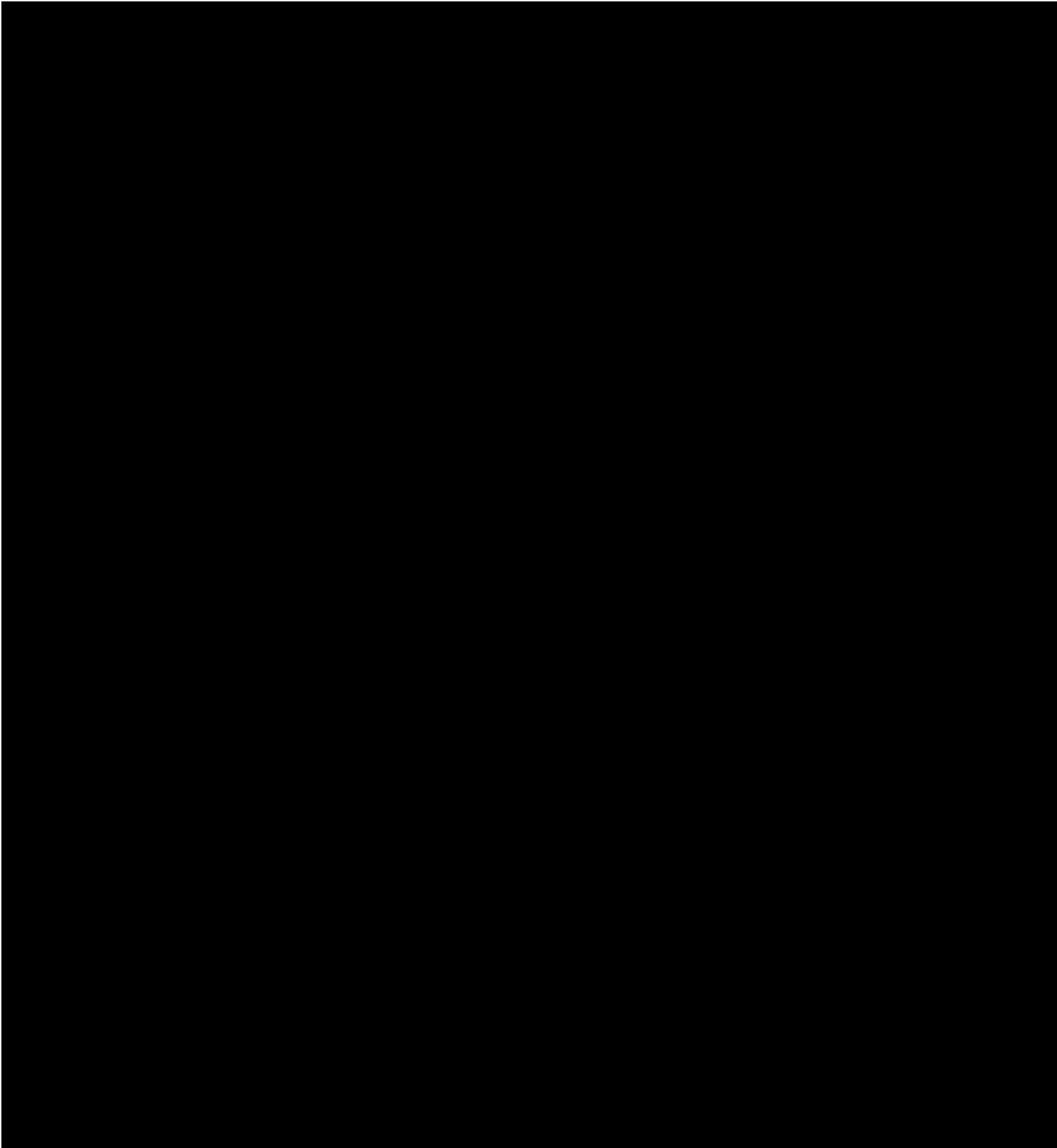
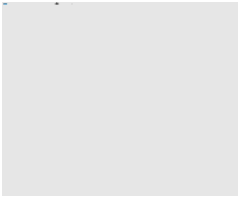
- Support hours: 8 AM to 6 PM Monday to Friday (excluding Bank Holidays). Resolution and response times will only be measured and applicable between these hours.
- Any out of office or weekend support will be discussed with NHSE on case-to-case basis and additional billing will be mutually agreed.
- The incidents, which requires problems ticket to be created, will be fed to product backlog and will be prioritized as per business urgency in agreement with NHSE.
- Issues with the Microsoft Dynamics Cloud infrastructure or underlying product would need to be referred to Microsoft and resolved by them. This would be managed outside of the above Service Levels.
- Issues having dependency on any 3rd party would be managed outside of the above service levels.



Attachment 2 – Charges and Invoicing



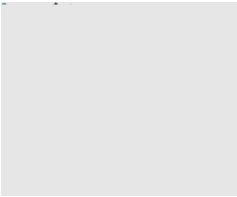






Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges

[Redacted Table Content]



Part D – Risk Register

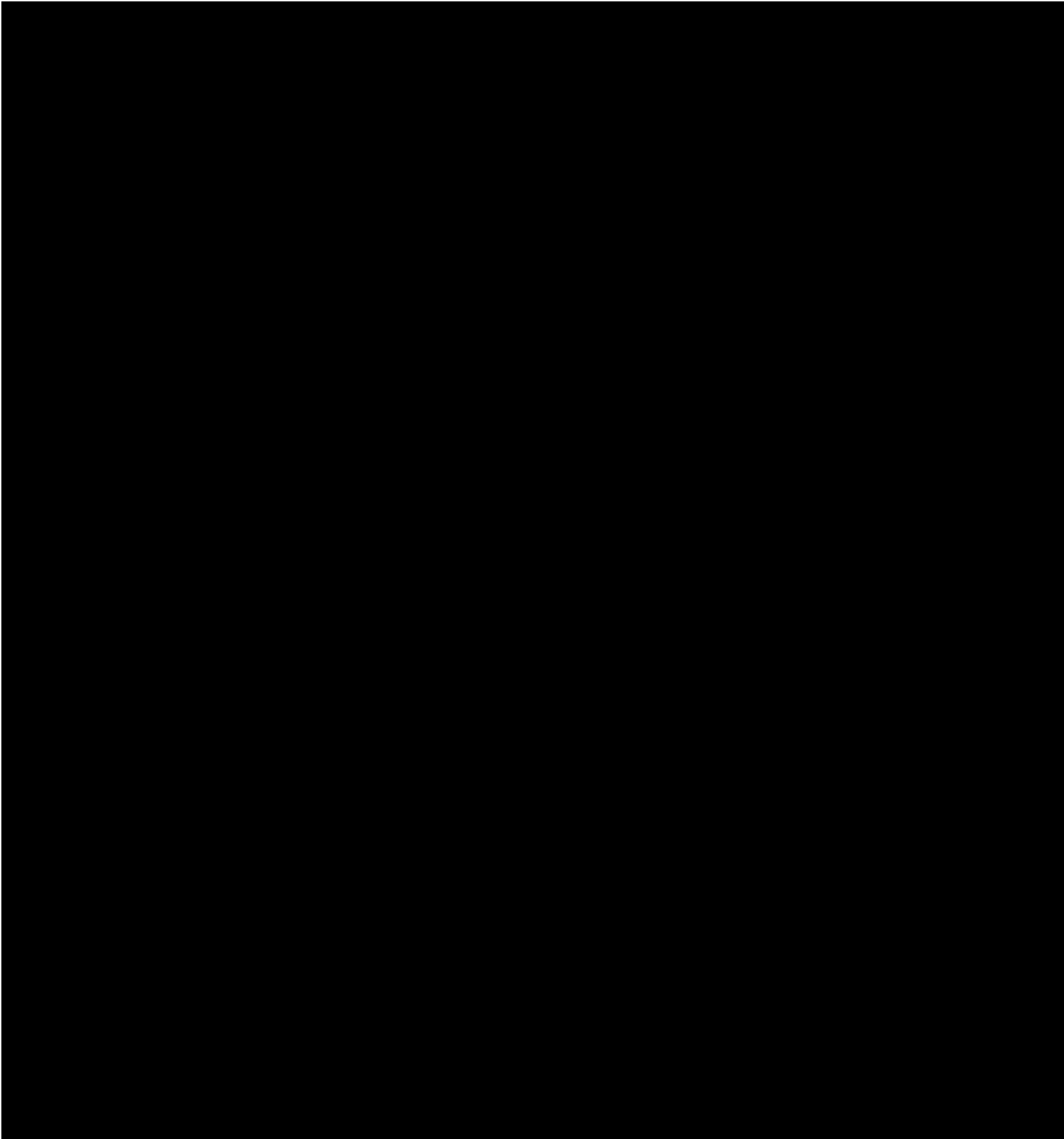
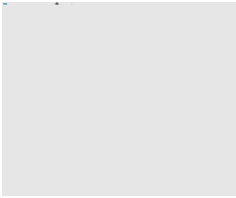
Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 12
Risk Number	Risk Name	Descripti on of risk	Timing	Likelihood	Impact (£)	Impact (descriptio n)	Mitigation (description)	Cost of mitigation	Post-mitigation impact (£)	Owner

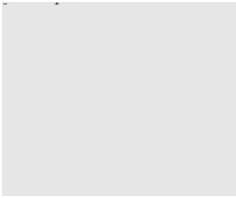
Part E – Early Termination Fee(s)



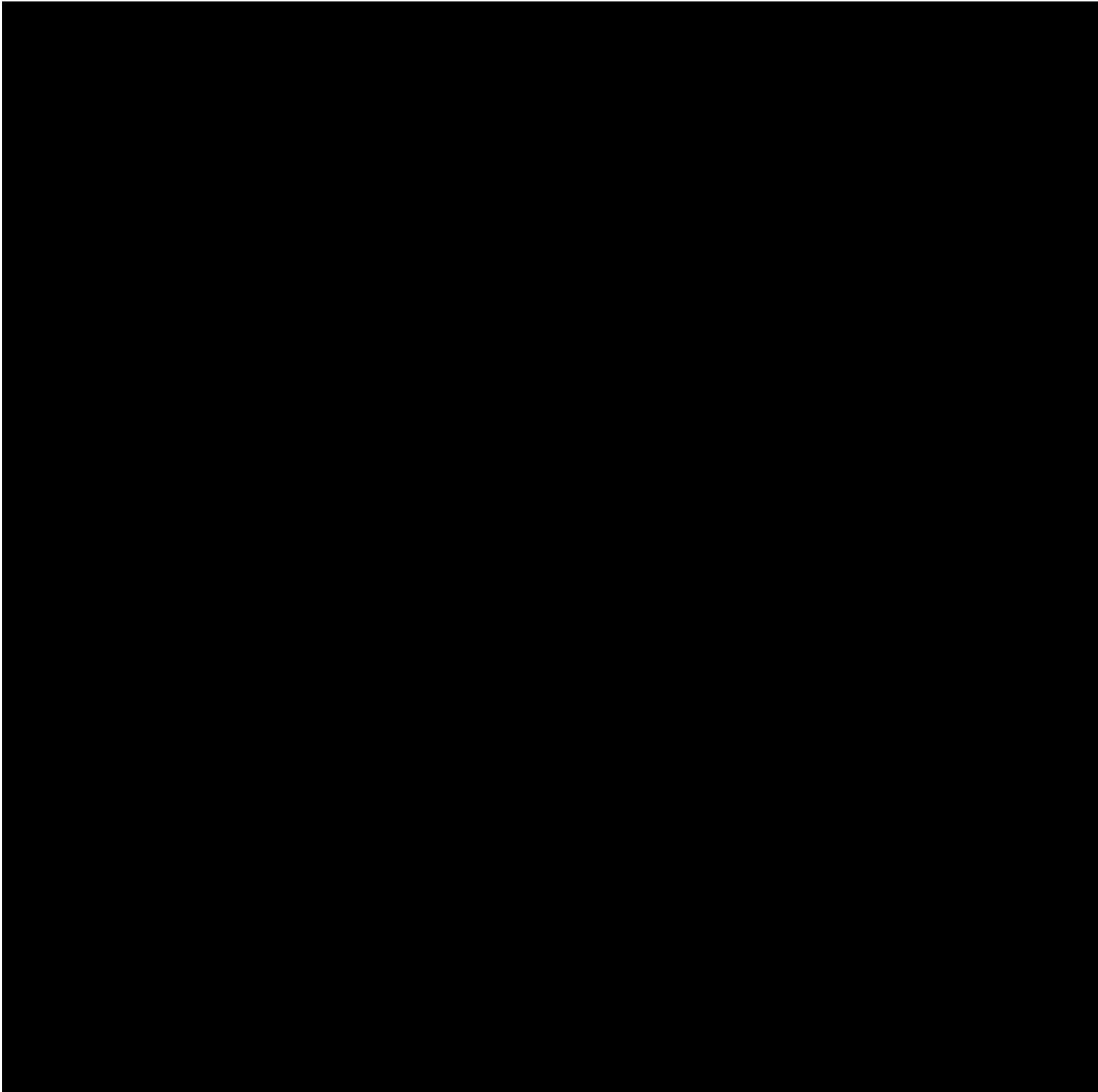
Attachment 4 – Service Levels and Service Credits







Attachment 5 – Key Supplier Personnel and Key Sub-Contractors



Attachment 6 – Software

- .1.1 The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).
- .1.2 The Parties agree that they will update this Attachment 6 periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

Part A – Supplier Software

The Supplier Software includes the following items:

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry



Part B – Third Party Software

The Third Party Software shall include the following items:

Third Party Software	Supplier	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non-COTS)	Term/ Expiry



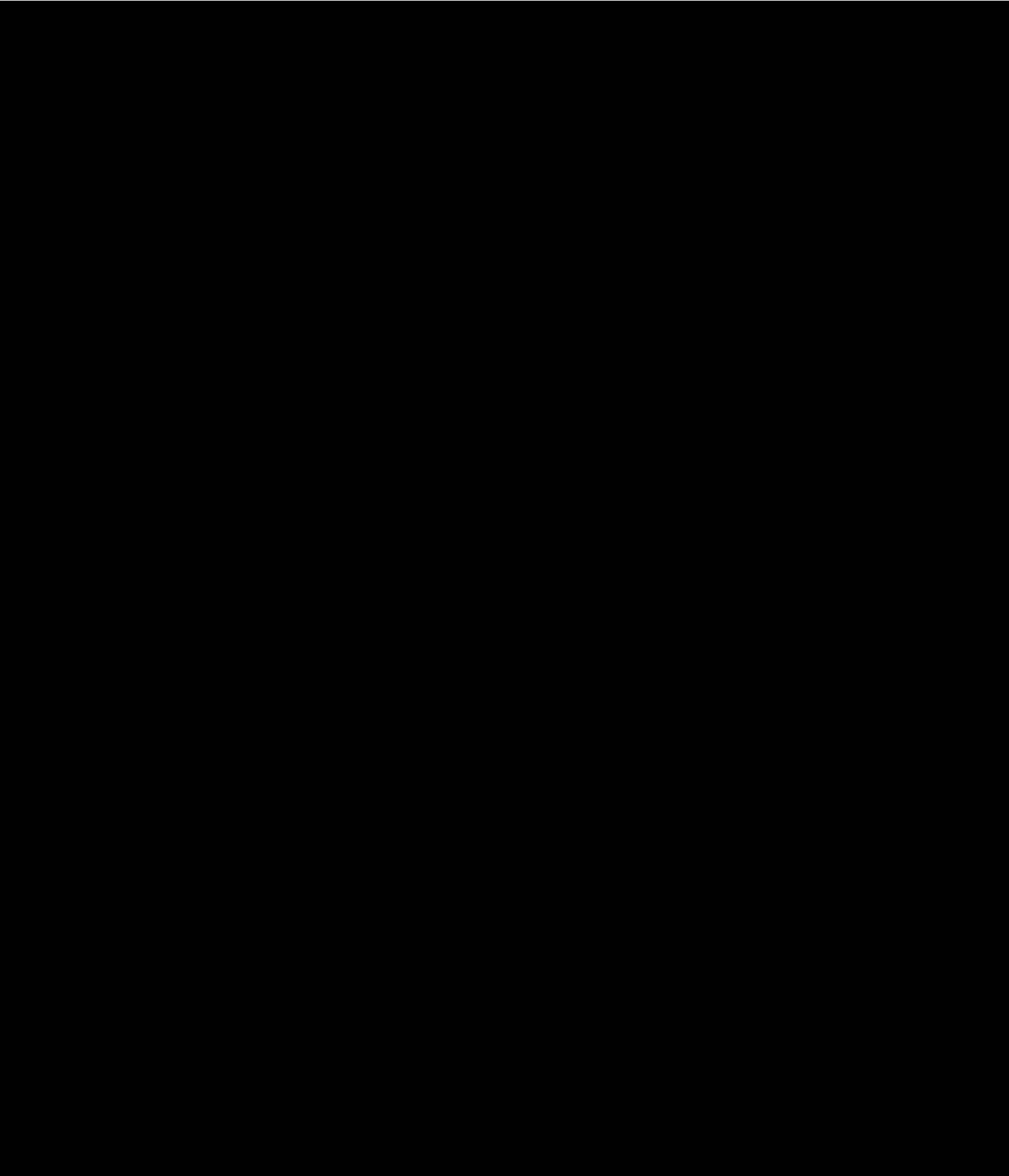
Attachment 7 – Financial Distress

[Redacted]

[Redacted]



Attachment 8 – Governance



[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

Attachment 9 – Schedule of Processing, Personal Data and Data Subjects

This Attachment 9 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

1.1.1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED]

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]

1.1.1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Attachment 9.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller</p> <p>The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller.</p> <p>The Supplier will not process personal information in the delivery of the Development, Testing and Incident Management services under this contract. The provision of Level 3 Incident Management services may, under exceptional circumstances (typically Severity 1 Service Incident), require access to a small subset of production data for the purposes of incident resolution. In that event, a time bound access request would be submitted for Buyer's approval and NHSE would grant approval to nominated individual(s) for the agreed duration, enabling incident resolution.</p>
Duration of the processing	The initial contract award will be for two years, with two optional one-year extensions.
Nature and purposes of the processing	<p>The Supplier's role will be to:</p> <ul style="list-style-type: none"> - Improve Buyer's CRM through changes and developments. - Support users with issues with existing solutions. <p>The requests Buyer may provide Supplier could originate from:</p> <ul style="list-style-type: none"> - Any existing CRM user. - A team looking to start using Buyer's CRM. <p>Support requests will involve the team analysing Live data, to investigate and find a resolution. Live data will only be accessed by the Supplier's UK based staff.</p> <p>The teams currently using Buyer's CRM are:</p> <ul style="list-style-type: none"> - Data Access Request Service (DARS) - Product Implementation and Relationship Management (PIRM) - Contact Centre - Data Services Directorate - Parliamentary Questions (PQs) - TechServices - Frontline Digitisation

	<ul style="list-style-type: none"> - Information Governance - Comments Moderation - Data Security Centre - IT Operations - Cohorting Team - National Disease Registration Service (NDRS) - DigiTrials - Network and Connectivity - NHS App - Open Data Analysis - Clinical Safety - Covid Pass - Data Collection Services - Platforms - Clinical Audit - Cyber Security Innovation Factory (CSIF) - IT Live Services - NHS Pathways - Operations
Type of Personal Data	<ul style="list-style-type: none"> - Names - Email address. - Telephone Number - Date of Birth - Address - Online identifier - General Identifier e.g. UBRN, NHS No - Work Address - Job Title <p>Special Category data</p> <ul style="list-style-type: none"> - Physical / Mental Health or Condition
Categories of Data Subject	<ul style="list-style-type: none"> - Staff - NHS England - Staff/workforce - Health and/or Social Care - Public - Customers - Adults - Suppliers - Partners
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>Supplier staff will be provided with NHS England accounts and Virtual Machines for the duration of their assignment and this contract. Any data required to provide contracted services will be stored on these NHS England Virtual Machines.</p> <p>Data on Virtual Machines will be wiped when the member of staff is no longer working on this contract.</p>



Attachment 10 – Transparency Reports

A single transparency report in PowerPoint & Excel will be presented quarterly in January, April, July and October covering Performance, Charges, Key Sub-Contractors, Technical and Performance Management.

Attachment 11 – NHS England Provisions

1. DEFINITIONS

1.1 In this Attachment, the following definitions shall apply:

"Contractor"		means any individual delivering the Services (or any part of them);
"CSR Laws"		means Laws relating to corporate social responsibility issues (e.g. anti-bribery and corruption, health and safety, the environment and sustainable development, equality and diversity), including but not limited to the Modern Slavery Act 2015, the Public Services (Social Value) Act 2012, the Public Contracts Regulations 2015 (as amended) and Article 6 of the Energy Efficiency Directive 2012/27/EU, from time to time in force;
"CSR Policies"		means the Buyer's policies including, without limitation, anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity, and any similar policy notified to the Supplier by the Buyer from time to time, and "CSR Policy" shall mean any one of them;
"Intermediary"		means any "intermediary" (as defined in section 61M ITEPA) in respect of which any of Conditions A – C within section 61N ITEPA are met
"ITEPA"		Income Tax (Earnings and Pensions) Act 2003
"Medical Device"		means any Deliverable, Software or Service that falls under the definition of a medical device in accordance with guidance published by the Medicines and Healthcare Products Regulatory Agency;
"Off-Payroll Rules"	Working	means the provisions of Chapter 10 of Part 2 ITEPA relating to the engagement of workers through intermediaries and the provisions of Social Security Contributions (Intermediaries) Regulations 2000/727 (or, in each case, any other provisions under any law having like effect)
"Project Specific IPRs"		<p>means:</p> <p>(a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>(b) Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under this Contract;</p> <p>but shall not include the Supplier Background IPRs or the Specially Written Software;</p>

"Status Determination" means a status determination pursuant to, and for the purposes of, the Off-Payroll Working Rules

"Tax" means income tax, employee national insurance contributions and employer national insurance contributions (in each case whether or not required to be accounted for under the PAYE rules of the United Kingdom) and any equivalent tax, contribution or similar obligations elsewhere, together, in each case, with all related penalties and interest

2. NHS ENGLAND USE OF SOFTWARE

- 2.1 The Buyer shall be entitled, free of charge, to sublicense the Software to any contractor and/or Sub-Contractor of the Buyer or a Replacement Supplier who is providing Services to the Buyer, unless notified by the Supplier in advance that Software licence does not permit sub-licensing.
- 2.2 The Buyer's role as national information and technology partner to the NHS and social care bodies involves the Buyer buying services for or on behalf of the NHS and social care entities. The Supplier shall ensure that nothing in the licences for any of the Software shall have the effect of restricting the Buyer from discharging its role as the national information and technology partner for the health and care system, which includes the ability of the Buyer to offer software and Services to the NHS and social care entities. Specifically, any clause pursuant to which Software is licensed hereunder and which purports to prohibit 'white labelling', 'provision of outsourcing services' or similar, shall not be interpreted as prohibiting the Buyer's services.
- 2.3 The Buyer shall be entitled to deploy the Software at any location from which the Buyer and/or any contractor and/or Sub-Contractor of the Buyer is undertaking services pursuant to which the Software is being licenced.
- 2.4 Any Software licenced to the Buyer on a named user basis shall permit the transfer from one user to another user, free of charge provided that the Supplier is notified of the same (including without limitation to a named user who is a contractor and/or Sub-Contractor of the Buyer).
- 2.5 The Supplier shall notify and obtain the consent of the Buyer in advance if any Software or Service permits the Supplier or any third party remote access to the software or systems of the Buyer. Notification and consent will be conducted through one or more of the governance forums listed in Schedule 7 (*Governance*). The Buyer will maintain a register of the business purpose of the access, the conditions (if any) of such access, and the date at which the access will be reviewed.
- 2.6 The Supplier shall ensure that the Buyer shall be entitled to assign or novate all or any of the Software licences (excluding cloud assets) free of charge to any other Central Government Body, by giving the licensor prior written notice, unless notified by the Supplier in advance that Software licence does not permit novation. In relation to cloud assets only, the Supplier will use all reasonable efforts to transfer the cloud assets to appropriate contracting models of any other Central Government Body.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 In respect of all Buyer Data, the Buyer shall be the owner of all such Buyer Data and any Buyer Background IPRs and Project Specific IPRs in such Buyer Data and any modifications, updates and amendments in relation to the same. The Supplier may not assign, license or otherwise deal with any Buyer Data or IPRs in such Buyer Data without the Buyer's specific written consent.

- 3.2 All Project Specific IPRs shall vest in the Buyer absolutely, and the Supplier hereby assigns to the Buyer, absolutely with full title guarantee (and free from all third party rights), any and all of its right, title and interest in and to all the Project Specific IPRs and shall procure that any third party owner of the Project Specific IPRs assigns them to the Buyer on the same basis to the fullest extent permitted by law.
- 3.3 The assignment under paragraph 3.2 shall be a present assignment for future rights that will take effect immediately on the coming into existence of the relevant Project Specific IPRs as appropriate.
- 3.4 The Supplier shall waive or procure a waiver of any moral rights in any copyright works assigned to the Buyer under the Contract.
- 3.5 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free and global licence to use, sub-license and/or commercially exploit any Supplier Background IPRs or IPRs owned by a third party used to provide the Services including those that are embedded within or which are an integral part of the Project Specific IPRs and to the extent required to enjoy the full benefit of ownership of the Project Specific IPRs. The Buyer shall have the right to grant to any person a sub-licence of any licence granted pursuant to this paragraph.
- 3.6 Unless the Supplier specifically identifies and discloses in writing the Supplier Background IPRs which shall be provided, used or incorporated by the Supplier in the provision of the Services, the default position shall be that all items and Deliverables shall be assigned to the Buyer as Project Specific IPR or Specially Written Software (as applicable) as if there is no Supplier Background IPRs or Supplier Software.
- 3.7 Each Party undertakes that it shall without charge to the other Party promptly execute all documents, make all applications, give all assistance and do or procure the doing of all acts and things as may be necessary or desirable to give full effect to the assignment of the Project Specific IPRs described in paragraph 3.2 in, and to register ownership of the Project Specific IPRs in, the name of the Buyer (to the extent that registration of rights is available) and/or to give full effect to the licences granted under this paragraph 3 or clauses 21 and 22 of the Call Off Terms. The Supplier shall procure that any third party owner of the Project Specific IPRs does so on the same basis.
- 3.8 The Supplier shall ensure that all Project Specific IPRs, Supplier Background IPRs and Third Party IPRs licensed or assigned to the Buyer are able to be assigned, novated or otherwise transferred freely by the Buyer to:
- (a) any other Central Government Body, DHSC or any other Central Government Body or any public or private sector body which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer; or
 - (b) any other public or private body.
- 3.9 If the Supplier wishes to use Open Source software in the Software provided then the Supplier shall:
- (a) notify the Buyer in writing giving details of the licence terms and whether there are alternative software providers which the Supplier could seek to use;
 - (b) identify all items of open source software used and proposed to be used in an up to date register of open source software; and
 - (c) provide copies of the Open Source register and the licences upon request by the Buyer.

4. ESCROW

- 4.1 The Supplier shall on request from the Buyer within 20 Working Days after the Commencement Date, deposit the Source Code of Software that is the Supplier's Background IPRs or Third Party IPRs in escrow with the National Computing Centre on their standard terms.
- 4.2 The Supplier shall ensure that the deposited version of the Source Code is the current version of the Software and that the deposited version is kept up to date as the Software is modified or upgraded. The Buyer shall pay the deposit and maintenance fees under the escrow agreement and the Supplier shall pay the release fees under the escrow agreement.
- 4.3 Where the Supplier is unable to procure compliance with the provisions of paragraph 4.1 in respect of any Third Party IPRs, it shall provide the Buyer with written evidence of its inability to comply with these provisions and shall agree with the Buyer a suitable alternative to escrow that affords the Buyer the nearest equivalent protection. The Supplier shall be excused from its obligations under paragraph 4.1 only to the extent that the Parties have agreed on a suitable alternative.
- 4.4 In circumstances where the Buyer obtains the release of the Source Code from escrow, the Supplier hereby grants to the Buyer (on behalf of itself and any Replacement Supplier) a perpetual, assignable, royalty-free and non-exclusive licence to use, support, modify and enhance the Source Code version of the software to the extent necessary for the receipt and use of the Deliverables or any replacement services.

5. ADDITIONAL WARRANTIES

- 5.1 If and to the extent any Software, Deliverable or part of the Services constitutes a Medical Device, the Supplier warrants and represents that it has all consents, registrations, approvals, licences, documentation and permissions relating to Medical Devices as recommended or stipulated by any materials published by the Medicines and Healthcare Products Regulatory Agency.
- 5.2 The Supplier represents and undertakes to the Buyer that all Deliverables will meet the Buyer's acceptance criteria

6. IR35

- 6.1 The Buyer and the Supplier agree and acknowledge that this Contract represents a contract for a fully contracted out service and, as a result, the Off-Payroll Working Rules shall not apply to the Buyer in relation to the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor.
- 6.2 Notwithstanding paragraph 6.1, the Supplier warrants and undertakes to the Buyer that, where any Contractor is or will be delivering their services through an Intermediary, prior to the commencement of the delivery of any services by that Contractor, the Supplier will give written notice to the Buyer, and shall procure that such Contractor shall not be involved in the delivery of the Services (or any part of them) by the Supplier without the prior written consent of the Buyer.
- 6.3 The Supplier warrants and undertakes to the Buyer that it shall manage the delivery of the Services (and any part of them) and shall do or not do (as the case may be) all such things as are necessary, in each case, to ensure that the Off-Payroll Working Rules shall not apply to the Buyer in relation to the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor.

- 6.4 The Supplier shall immediately inform the Buyer if, at any time, it becomes aware of any new or additional fact, matter or circumstance, or any change in any fact, matter or circumstance, in each case, from which it appears that the Off-Payroll Working Rules could apply to the Buyer in relation to the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor.
- 6.5 Promptly upon request from the Buyer, the Supplier shall provide (or procure provision) to the Buyer of all such evidence, information and assistance as the Buyer reasonably requires:
- (a) in order to confirm that the warranties and undertakings given by the Supplier in paragraphs 6.2 and 6.3 are, and remain, true, accurate and correct in all respects; and
 - (b) in connection with the Off-Payroll Working Rules (including, but not limited to, such information or assistance as the Buyer reasonably requires in order to assess whether or not the Off-Payroll Working Rules apply to the provision of the Services (or any part of them) and/or to any arrangements involving the performance of any services by any Contractor or to comply with any other requirement or obligation it may have as a result of or in connection with the application of the Off-Payroll Working Rules).
- 6.6 The Supplier shall, at all times, comply with any and all requirements or obligations it may have as a result of or in connection with the application of the Off-Payroll Working Rules to the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor, including, but not limited, to any obligation to make any deductions for Tax, and shall procure the compliance of all other parties involved (directly or indirectly) in the supply of the Services (or any part of them).
- 6.7 The Buyer shall be entitled to make any deductions in respect of Tax, from any payments to the Supplier, which it reasonably considers are required to be made as a result of, or connection with, the application of the Off-Payroll Working Rules.
- 6.8 The Supplier shall indemnify the Buyer, on demand and on an after-Tax basis, against:
- (a) any and all proceedings, claims or demands by any third party (including, but without limitation, HM Revenue & Customs and any successor, equivalent or related body);
 - (b) any and all Tax and any other liabilities, losses, deductions, contributions or assessments; and
 - (c) any and all reasonable costs or expenses and any penalties, fines or interest incurred or payable,
- in each case, which arise as a result of, in consequence of, or otherwise in connection with:
- (i) the application of the Off-Payroll Working Rules to the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor; and/or
 - (ii) the Supplier, at any time, being in breach of any of the warranties or undertakings given in paragraphs 6.2, 6.3 and 6.10.
- 6.9 The Buyer may at its option satisfy the indemnity given under paragraph 6.8 (in whole or in part) by way of deduction from payments due to the Supplier.
- 6.10 The Supplier warrants to the Buyer that it is not, nor will it prior to the cessation of this Contract become, a “managed service company”, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

7. SECURITY OF SUPPLIER PERSONNEL

- 7.1 Supplier Personnel shall be subject to pre-employment checks that include, as a minimum: verification of identity, employment history, unspent criminal convictions and right to work, as detailed in the HMG Baseline Personnel Security Standard (<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>), as may be amended or replaced by the Government from time to time.
- 7.2 The Supplier shall agree on a case by case basis which Supplier Personnel roles require specific government National Security Vetting clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Buyer Data. The Supplier shall provide and maintain a breakdown of the security clearance held for each Supplier Personnel role and shall work with the Buyer to propose any necessary amendments to these in order to provide the Services.
- 7.3 The Supplier shall prevent Supplier Personnel who have not yet received or are unable to obtain the security clearances required by this paragraph from accessing systems which store, process, or are used to manage Buyer Data, or from accessing Buyer Premises, except where agreed with the Buyer in writing.
- 7.4 All Supplier Personnel that have the ability to access Buyer Data or systems holding Buyer Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually, and the Supplier must be able to demonstrate the completion of the training for all in scope Supplier Personnel.
- 7.5 Where Supplier Personnel are granted the ability to access Buyer Data or systems holding Buyer Data, those Supplier Personnel shall be granted only those permissions necessary for them to carry out their duties. When Supplier Personnel no longer need such access but remain employed by the Supplier's organisation, their access rights shall be revoked by the close of business on the following Working Day. When Supplier Personnel no longer need such access and they leave the Supplier, their access rights shall be revoked by the close of business on the same Working Day.

8. DATA CONTROLLER THIRD PARTY RIGHTS

- 8.1 Further to Clause 34 of the Call-Off Terms (*Protection of Personal Data*), any third-party public sector Controller listed in Attachment 9 (Schedule of Processing, Personal Data and Data Subjects) of the Order Form will have CRTPA rights in relation to Data Protection Legislation obligations.
- 8.2 Where the third party public sector Controller wishes to exercise its rights pursuant to paragraph 8.1, the Buyer shall notify the Supplier that the rights are to be exercised.
- 8.3 The enforcement rights granted by paragraph 8.1 are subject to the following restrictions and qualifications:
- (a) the Parties may vary, terminate or rescind the Contract without the consent of any third party; and
 - (b) the Buyer may, as agent or trustee, enforce any term of the Contract on behalf of another such relevant third party to whom rights have been granted.

9. DATA PROTECTION INDEMNITY

- 9.1 The Supplier shall indemnify the Buyer, and keep the Buyer indemnified, against damages, compensation, costs, claims, demands, expenses, professional costs, and/or charges arising from enforcement action by the Information Commissioner or any regulatory authority and/or assertion of rights by Data Subjects, arising from a breach by the Supplier of the Data Protection Legislation and/or the data processing conditions set out in this Contract.

10. **ELECTRONIC INVOICING**

- 10.1 The Buyer shall accept and process for payment an electronic invoice submitted for payment by the Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing.
- 10.2 For the purposes of paragraph 10.1, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

11. **CORPORATE SOCIAL RESPONSIBILITY CONDUCT AND COMPLIANCE**

- 11.1 The Buyer applies corporate and social responsibility values to its business operations and activities which are consistent with the Government's corporate social responsibility policies, including, without limitation, those policies relating to anti-bribery and corruption, health and safety, the environment and sustainable development, equality and diversity.
- 11.2 The Supplier represents and warrants that it:
- (a) complies with all CSR Laws;
 - (b) requires its Sub-Contractors and any person under its control, to comply with all CSR Laws; and
 - (c) has adopted a written corporate and social responsibility policy that sets out its values for relevant activity and behaviour (including, without limitation, addressing the impact on employees, clients, stakeholders, communities and the environment by the Supplier's business activities).
- 11.3 The Supplier shall notify the Buyer in the event that its corporate and social responsibility policies conflict with, or do not cover the same subject matter in an equivalent level of detail as is in, the CSR Policies.

12. **MODERN SLAVERY**

- 12.1 The Supplier represents and warrants that at the Effective Date neither the Supplier, nor any of its officers and employees:
- (a) have been convicted of any offence involving slavery and human trafficking; and
 - (b) having made reasonable enquiries, so far as it is aware, have been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 12.2 The Supplier shall implement due diligence procedures for its Sub-Contractors and other participants in its supply chains to ensure that there is no slavery or human trafficking in its supply chains.
- 12.3 The Supplier shall prepare and deliver to the Buyer each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

13. **SUBCONTRACTS**

- 13.1 The Supplier shall ensure that each material Sub-contract shall include:

- (a) a right under the Contracts (Rights of Third Parties) Act 1999 for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;
- (b) a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier; and
- (c) obligations no less onerous on the Sub-Contractor than those imposed on the Supplier under this Contract. Compliance with obligations by Sub-Contractors will be documented, maintained, and be available for review by Buyer security personnel.

14. EXECUTION AND COUNTERPARTS

- 14.1 This Contract may be executed in any number of counterparts (including by electronic transmission), each of which when executed shall constitute an original but all counterparts together shall constitute one and the same instrument.
- 14.2 Execution of this Contract may be carried out in accordance with the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 (SI 2016/696) and the Electronic Communications Act 2000. In the event each Party agrees to sign this Contract by electronic signature (whatever form the electronic signature takes) it is confirmed that this method of signature is as conclusive of each Party's intention to be bound by this Contract as if signed by each Party's manuscript signature. In such situation, this Contract shall be formed on the date on which both Parties have electronically signed the Contract as recorded in the Buyer's electronic contract management system.

Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses

For the purposes of incorporation of this Order Form, the following definitions shall be added (and where such terms are already defined in the Call Off Contract, such definitions shall be replaced with the corresponding definitions below):

Controller	Shall take the meaning given in the UK GDPR as supplemented by the DPA 2018;
Data Protection Legislation	Means (i) the UK GDPR, the LED and any applicable national Laws implementing them as amended from time to time and any data protection laws substantially amending, replacing or superseding the GDPR following the United Kingdom's exit from the European Union, or, and to the extent applicable, the data protection or privacy laws of any country, (ii) the DPA 2018 (iii) all applicable Law concerning privacy, confidentiality or the processing of personal data including, but not limited to, the Human Rights Act 1998, the Health and Social Care (Safety and Quality) Act 2015, the duty of confidentiality and the Privacy and Electronic Communications (EC Directive) Regulations 2003;
“LED”	The Data Protection Law Enforcement Directive (EU) 2016/680 (LED);
UK GDPR	Means Regulation (EU) 2106/679 as transposed into the United Kingdom's national law by the operation of section 3 of the EU (Withdrawal) Act 2018 (and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019);



Attachment 12 – Template Statement of Work

See Annex 2 of Part B of Schedule 8 (Change Control Procedure) for the SOW template

