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

### **Order Form**

CALL-OFF REFERENCE: C350237

THE BUYER: NHS England

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

THE SUPPLIER: CDW Limited

SUPPLIER ADDRESS: 3rd Floor, One New Change, London, EC4M 9AF

REGISTRATION NUMBER: 02465350

DUNS NUMBER: 504971730

SID4GOV ID: Unknown

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 30/03/2025 It's issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Service.

CALL-OFF LOT(S):

Lot 1 Hardware and Software and Associated Services

CALL-OFF INCORPORATED TERMS

This is a Bronze Contract.

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1. This Order Form, including the Call-Off Special Terms and Call-Off Special Schedules
- 2. Joint Schedule 1 (Definitions and Interpretation) RM6098
- 3. Framework Special Terms

- 4. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6098
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for RM6098
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 6 (ICT Services) including Annexes A to E
- 5. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6098

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

#### **CALL-OFF SPECIAL TERMS**

The following Special Terms are incorporated into this Call-Off Contract:

#### Special Term 1: Cyber Security Requirements

The following wording shall be included as a new Clause 3.4 of the Core Terms of the Call-Off Contract:

The Supplier warrants and represents that it has complied with and throughout the Contract Period will continue to comply with the Cyber Security Requirements. The "Cyber Security Requirements" means:

- a) compliance with the data security and protection toolkit (DSP Toolkit), an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian's 10 data security standards and supports key requirements of the UK GDPR, which can be accessed fromhttps://www.dsptoolkit.nhs.uk/, as may be amended or replaced by the Buyer or the Department of Health and Social Care from time to time;
- b) such requirements as are identified by the Buyer in its Security Policy (if applicable); and
- any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from time to time, to be agreed by both parties and implemented by way of a variation note;

#### Special Term 2: Supplier Staff

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

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

#### Special Term 3: Intellectual Property Rights (IPRs)

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

- 9.1. Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to:
  - receive and use the Deliverables
  - make use of the deliverables provided by a Replacement Supplier
  - develop and provide products and services to third parties

#### Special Term 4: Execution and Counterparts

The following wording shall be included as new Clause 36 of the Core Terms of the Call-Off Contract:

#### 36 Execution and Counterparts

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

CALL-OFF START DATE: 31st March 2025

CALL-OFF EXPIRY DATE: 30<sup>th</sup> March 2030

CALL-OFF INITIAL PERIOD: 5 Years

CALL-OFF OPTIONAL EXTENSION PERIOD Not Applicable

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION 30 Days

#### CALL-OFF DELIVERABLES

CALL-OFF DELIVERABLES					
	Product Code	Product Description	Quant		
	N9K-C93108TC-	CISCO NEXUS 93108TC-EX SWITCH MANAGED 48 X 10GBASE-T			
	FX3P	+ 6 X 40 GIGABIT / 100 GIGABIT			
		CISCO DUMMY PID FOR AIRFLOW SELECTION PORT-SIDE			
	NXK-AF-PE	EXHAUST			
	NXK-ACC-KIT-1RU	CISCO XUS 3K/9K FIXED ACCESSORY KIT 1RU FRONT			
	NXA-FAN-35CFM- PE	CISCO NEXUS 2K/3K/9K SINGLE FAN, 35CFM, PORT SIDE EXHAST			
	NXK-MEM-16GB	CISCO ADDITIONAL MEMORY OF 16GB FOR NEXUS SWITCHES			
	NXA-PAC-1100W-				
	PE	CISCO NEXUS POE AC 1100W PSU - PORT SIDE EXHAUST			
	CAR C15 CRN	CISCO JUMPER POWER CABLE IEC 60320 C14 TO IEC 60320			
	CAB-C15-CBN C1E1TN9300XF-5Y	C15 AC 250 V 69 CM			
	SVS-B-N9K-ESS-	CISCO ONE ESSENTIALS TERM LICENSE (5 YEARS) 1 SWITCH			
	XF	CISCO EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K			
	ACI-N9KDK9-15.2	CISCO NEXUS 9500 OR 9300 ACI BASE SOFTWARE NX-OS			
	MODE-ACI-LEAF	CISCO DUMMY PID FOR MODE SELECTION			
	DS-C9148T-	CISCO CISCO MDS 9148T SWITCH MANAGED 48 X 32GB FIBRE			
	48PETK9	CHANNEL SFP+ RACK-MOUNTA			
		CISCO POWER SUPPLY HOT-PLUG (PLUG-IN MODULE) 650			
	DS-CAC-650W-E	WATT			
		CISCO JUMPER POWER CABLE IEC 60320 C14 TO IEC 60320			
	CAB-C15-CBN	C15 AC 250 V 69 CM			
	DS-C32S-FAN-E	CISCO MDS 9132 FAN TRAY PORT SIDE EXHAUST			
	M9148T-PL8	CISCO LICENCE 8 PORTS ON DEMAND (POD)			
	DS-SFP-FC32G-				
	SW	CISCO FIBRE CHANNEL SW SFP+, LC			
	M9148S6K9-9.4.1A	CISCO MDS 9148T NX-OS VERSION 9.4.1A M9148S6K9-9.4.1A			
	DS-9148T-KIT- CSCO	CISCO MDS 9148T ACCESSORY KIT			
	C8500-12X	CISCO CATALYST 8500-12X EDGE PLATFORM C8500-12X			
	EDGE-OTHER				
		CISCO EDGE OTHER DEPLOYMENTS FOR ENTERPRISE OR SP			
	C8500-RFID-1R	CISCO C8500 AFID - 1RU			
	MEM-C8500-16GB	CISCO C8500 16GB DRAM			
	C8500-ACCKIT-19	CISCO C8500 ACCESSORY KIT - 19" RACK			
	NETWORK-PNP- LIC	CISCO NETWORK PLUG-N-PLAY CONNECT LICENCE			
	C8000-HSEC	CISCO U.S. EXPORT RESTRICTION COMPLIANCE LICENCE			
	TE-R-SW	CISCO TE AGENT FOR IOSXE ON ENTERPRISE ROUTING			
	SC8KAEPUK9-1712	CISCO C8500 SERIES - UNIVERSAL SC8KAEPUK9-1712			

IOSXE-AUTO-	
MODE	CISCO IOS XE AUTONOMOUS BOOT UP MODE FOR UNIFIED
PWR-CH1- 750WACR	CISCO C8500 750W AC POWER SUPPLY
TOUVIACK	CISCO C8300 750W AC POWER SUPPLY CISCO POWER CABLE IEC 320 EN 60320 C13 TO IEC 320 EN
CAB-C13-C14-2M	60320 C14 2 M
OAD-013-014-2101	CISCO DIGITAL NETWORK ARCHITECTURE ADVANTAGE ON-
DNA-P-T3-A-5Y	PREMISE SUBSCRIPTION LICENCE (
21 107.101	CISCO DIGITAL NETWORK ARCHITECTURE ADVANTAGE STACK
DSTACK-T3-A	LICENCE
	CISCO NETWORK STACK ADVANTAGE LICENCE UP TO 10
NWSTACK-T3-A	GBPS, 20 GBPS AGGREGATED THRO
	CISCO UMBRELLA LICENCE HOSTED FOR CISCO DNA
SDWAN-UMB-ADV	ADVANTAGE FOR P/N: C8500-20X6C
DNAC-ONPREM-	CISCO DIGITAL NETWORK ARCHITECTURE CENTER ON-
PF	PREMISE LICENCE DEPLOYMENT FOR P/
TE-EMBED-WANI	CISCO THOUSANDEYES WAN INSIGHTS EMBEDDED
C85-12X-PF	CISCO C8500-12X PLATFORM SELECTION DNA SUBSCRIPTIO
IOSXE-AUTO- MODE-PF	CISCO IOS XE LICENCE AUTONOMOUS BOOT UP MODE
MODE-PF	CISCO DIGITAL NETWORK ARCHITECTURE ADVANTAGE ON-
SVS-PDNA-ADV	PREMISE LICENCE + EMBEDDED SU
C9500-48Y4C-A	CISCO CATALYST 9500 48-PORT X 1/10/25G + 4-PORT 40/100G
C9500-DNA-48Y4C-	CISCO DIGITAL NETWORK ARCHITECTURE ADVANTAGE TERM
Α	LICENSE
	CISCO NETWORK AND DIGITAL NETWORK ARCHITECTURE
C9500-DNA-A-5Y	ADVANTAGE TERM LICENSE (5 YEAR
	CISCO CABINET JUMPER POWER CABLE IEC 320 EN 60320 C13
CAB-C13-CBN	TO IEC 320 EN 60320 C14 AC 2
C9K-PWR-	CISCO 650W AC CONFIG 4 POWER SUPPLY FRONT TO BACK
650WAC-R C9K-PWR-	COOLING CISCO 650W AC CONFIG 4 POWER SUPPLY FRONT TO BACK
650WAC-R/2	COOLING
C9K-T1-FANTRAY	CISCO CATALYST 9500 TYPE 4 FRONT TO BACK COOLING FAN
C9500-NW-A	CISCO C9500 NETWORK STACK, ADVANTAGE
S9500UK9-1712	CISCO CISCO IOS UNIVERSAL (V. 17.12) LICENCE
C9K-F1-SSD-240G	CISCO PLUGGABLE SSD STORAGE
C9500-RFID-NONE	CISCO C9500-RFID-NONE
NETWORK-PNP-	CISCO C9300-RFID-NOINE
LIC	CISCO NETWORK PLUG-N-PLAY CONNECT LICENCE
	CISCO QSFP+ TRANSCEIVER MODULE 40 GIGABIT ETHERNET
QSFP-40G-SR-BD=	40GBASE-BIDI LC MULTI-MODE UP
	CISCO IDENTITY SERVICES ENGINE VIRTUAL MACHINE
R-ISE-VMC-K9=	COMMON LICENCE ESD
C8500-12X4QC	CISCO CATALYST 8500-12X4QC EDGE PLATFORM
0) (0 0000 ( 0000 )	CISCO SUCCESS TRACK L1 - DNA ADVANTAGE ONPREM LIC,
SVS-PSTL1-T3-A5Y	T3, 5
C05 12V4OC DE	CISCO C8500-12X4QC PLATFORM SELECTION FOR DNA
C85-12X4QC-PF	SUBSCRIPTION

0000011050	
C8000-HSEC	CISCO U.S. EXPORT RESTRICTION COMPLIANCE LICENCE
IOSXE-AUTO- MODE-PF	CISCO IOS XE LICENCE AUTONOMOUS BOOT UP MODE
C8500-ACCKIT-19	CISCO C8500 ACCESSORY KIT - 19" RACK
Cobou-ACCKIT-19	CISCO C6500 ACCESSORT RTT - 19 RACK CISCO NETWORK STACK ADVANTAGE LICENCE UP TO 10
NWSTACK-T3-A	GBPS, 20 GBPS AGGREGATED THRO
TE-EMBED-WANI	CISCO THOUSANDEYES WAN INSIGHTS EMBEDDED
EDGE-BRANCH-	CISCO LARGE BRANCH, CPE (INCLUDES SD-WAN, SECURE
CPE	WAN, WAN)
MEM-C8500-16GB	CISCO C8500 16GB DRAM
TMP2320977	CISCO C8500 950W DC POWER SUPPLY PWR-CH1-950WDCR
	CISCO UMBRELLA LICENCE HOSTED FOR CISCO DNA
SDWAN-UMB-ADV	ADVANTAGE FOR P/N: C8500-20X6C
	CISCO DIGITAL NETWORK ARCHITECTURE ADVANTAGE STACK
DSTACK-T3-A	LICENCE
IOSXE-AUTO- MODE	CISCO IOS XE AUTONOMOUS BOOT UP MODE FOR UNIFIED
MODE	CISCO DIGITAL NETWORK ARCHITECTURE ADVANTAGE ON-
DNA-P-T3-A-5Y	PREMISE SUBSCRIPTION LICENCE (
C8500-RFID-1R	CISCO C8500 RFID - 1RU
NETWORK-PNP-	0.000 00000 14 12 1140
LIC	CISCO NETWORK PLUG-N-PLAY CONNECT LICENCE
SC8KAEPUK9-179	CISCO UNIVERSAL
DNAC-ONPREM-	CISCO DIGITAL NETWORK ARCHITECTURE CENTER ON-
PF	PREMISE LICENCE DEPLOYMENT FOR P/
TE-R-SW	CISCO TE AGENT FOR IOSXE ON ENTERPRISE ROUTING
TDN 01 0 000	CISCO LEARNING CREDITS PRE-PURCHASING TRAINING
TRN-CLC-002 N9K-C93240YC-	FUNDS UNIT (PACK OF 500)
FX2	CISCO NEXUS 93240YC-FX2 SWITCH L3 MANAGED QSFP2
1 //2	CISCO CABINET JUMPER POWER CABLE IEC 320 EN 60320 C13
CAB-C13-CBN	TO IEC 320 EN 60320 C14 AC 2
NXA-FAN-35CFM-	CISCO NEXUS 2K/3K/9K SINGLE FAN, 35CFM, PORT SIDE
PE	EXHAST
NXK-MEM-8GB	CISCO ADDITIONAL MEMORY OF 8GB FOR NEXUS SWITCHES
	CISCO DUMMY PID FOR AIRFLOW SELECTION PORT-SIDE
NXK-AF-PE	EXHAUST
NXK-ACC-KIT-1RU	CISCO XUS 3K/9K FIXED ACCESSORY KIT 1RU FRONT
NXA-PAC-750W-PE	CISCO NEXUS AC 750W PSU - PORT SIDE EXHAUST
MODE-ACI-LEAF	CISCO DUMMY PID FOR MODE SELECTION
SVS-L1N9KA-XF- 3Y	CISCO CV I 1 SUIDDODT:DON ADVANTACE TEDM NOSOO VE
	CISCO CX L1 SUPPORT:DCN ADVANTAGE TERM N9300 XF, NEXUS 9500 OR 9300 ACI BASE SOFTWARE NX-OS REL 14.
ACI-N9KDK9-14.2	
C1A1TN9300XF-3Y	CISCO ONE ADVANTAGE TERM N9300 XF, 3Y
TE-SERVICES	CISCO ADVISORY SERVICE SUPPORT (5 HOURS)
SVS-TE-5HR	CISCO ADVISORY SERVICE SUPPORT (5 HOURS) CISCO TECHNICAL ACCOUNT MANAGER 1/8 SUPPORT (5
SVS-TE-TAM-5WK	HOURS A W
0 V 0 1 L-17 (IVI-0 V V I	TIOURO / TV

TE-SUB	THOUSANDEYES SUBSCRIPTION LICENCE HOSTED
TE-UNITS	THOUSANDEYES CLOUD AND ENTERPRISE AGENTS LICENCE 1 UNIT HOSTED
TE-ONTO	CISCO SOFTWARE SUPPORT SERVICE BASIC TECHNICAL
SVS-TE-SUP-B	SUPPORT FOR CISCO THOUSANDEYES
EA3-M	CISCO ENTERPRISE AGREEMENT 3.0 BUNDLE LICENCE
E3-N-ENTWAN	CISCO DNA SD-WAN & ROUTING
E3N-OP-ENTWAN-	
S	CISCO SUPPORT FOR EA SD-WAN & ROUTING
E3N-ENTWAN-P- T3-A	CISCO WAN (ROUTING & SD-WAN) TIER 3 ON-PREM (10G) DNA AD
E3N-ENTWAN-P-	CISCO WAN (ROUTING & SD-WAN) TIER 1 ON-PREM(200M) DNA
T1-A	EA
E3-N-DCN	CISCO DATA CENTER LICENCE EA
E3N-N9300-XF-E	CISCO DCN FIXED 10G XF ESSENTIALS
	CISCO DATA CENTER NETWORKING ADVANTAGE LICENCE 10
E3N-N9300-XF-A	GBPS BANDWIDTH ESD FOR FIXE
E3N-DCN-S	CISCO SUPPORT FOR CISCO DATA CENTER EA FOR DATA
	CISCO DIGITAL NETWORK ARCHITECTURE ACCESS
E3-N-AS	SWITCHING LICENCE EA
	CISCO DIGITAL NETWORK ARCHITECTURE ACCESS
E3N-AS-S	SWITCHING LICENCE + SUPPORT EA
E011 005005 A	CISCO DIGITAL NETWORK ARCHITECTURE ADVANTAGE TERM
E3N-C95005-A	LICENSE 1 SWITCH EA
E2N 002002 A	CISCO DIGITAL NETWORK ARCHITECTURE ADVANTAGE TERM
E3N-C93002-A	LICENSE 1 SWITCH (48 PORTS) EA

### LOCATION FOR DELIVERY

Delivery to be made to NHS England at Crown Hosting Data Centre locations. Full addresses and split of goods to be delivered to both sites to be confirmed by the Buyer.

#### DATES FOR DELIVERY

Expected lead-times on the goods are 3-6 weeks. Efforts to be made to reduce timescales where possible.

#### **TESTING OF DELIVERABLES**

None

#### WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be for the duration of this Call-Off Contract.

#### **MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is (excluding VAT)

#### **CALL-OFF CHARGES**

See details in Call-Off Schedule 5 (Pricing Details)

The Total Call-Off Contract value is

(excluding VAT)

#### REIMBURSABLE EXPENSES

None

#### **PAYMENT METHOD**

Payment to be made via BACS, following receipt of a valid invoice. Please refer to "Buyer's Invoice Address" for billing instructions.

#### **BUYER'S INVOICE ADDRESS**

Any queries regarding outstanding payments should be directed to NHS England's Accounts Payable section by email at financialaccounts@nhs.net

Invoices should clearly quote the purchase order number, be addressed to NHS England, X24 Payables K005, PO Box 312, LEEDS LS11 1HP and be sent as a PDF attachment by email to the following email address;

<u>sbs.apinvoicing@nhs.net</u> (one invoice per PDF) and emails must not exceed 10Mb and quote, 'X24 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.

#### BUYER'S AUTHORISED REPRESENTATIVE



7-8 Wellington Place, Leeds, LS1 4AP

#### BUYER'S ENVIRONMENTAL POLICY

NHS England Social Value Charter available online at: <a href="NHS England Social value charter">NHS England Social value charter</a>

&

NHS England's Sustainable development management plan: summary report

#### SUPPLIER'S AUTHORISED REPRESENTATIVE

Enablement@uk.cdw.com

SUPPLIER'S CONTRACT MANAGER

Framework Ref: RM6098

Project Version: v2.0 Model Version: v3.8

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#### PROGRESS REPORT FREQUENCY

Not Applicable

#### PROGRESS MEETING FREQUENCY

Not Applicable

#### **KEY STAFF**

Not Applicable

#### KEY SUBCONTRACTOR(S)

Cisco Systems, Inc.

#### COMMERCIALLY SENSITIVE INFORMATION

All the supplier's submitted technical response and commercial pricing excluding the Total Contract Value.

#### **SERVICE CREDITS**

Not Applicable

#### ADDITIONAL INSURANCES

Not Applicable

#### **GUARANTEE**

Not Applicable

#### SOCIAL VALUE COMMITMENT

Not Applicable



# **Annex 1: Applicable Call-Off Schedules:**

Document Name	Document
CCS Core Terms	RM6098 Core terms v3.0.11.pdf
Joint Schedule 1 (Definitions and Interpretation) RM6098	RM6098 Joint Schedule 1 - Definiti
Joint Schedule 2 (Variation Form)	RM6098 Joint Schedule 2 - Variatic
Joint Schedule 3 (Insurance Requirements)	RM6098 Joint Schedule 3 - Insurar
Joint Schedule 4 (Commercially Sensitive Information)	RM6098 Joint Schedule 4 - Comme
Joint Schedule 5 (Corporate Social Responsibility) RM6098	RM6098 Joint Schedule 5 - Corpor
Joint Schedule 6 (Key Subcontractors)	RM6098 Joint Schedule 6 - Key Suk
Joint Schedule 10 (Rectification Plan)	RM6098 Joint Schedule 10 - Rectifi
Joint Schedule 11 (Processing Data)	RM6098 Joint Schedule 11 - Proces
Call-Off Schedule 5 (Pricing Details)	
Call-Off Schedule 6 (ICT Services) including Annexes A to E	RM6098 Call-Off Schedule 6 - ICT Servi