

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

Order Form

CALL-OFF REFERENCE:	C54518
THE BUYER:	Health and Social Care Information Centre (known as NHS Digital)
BUYER ADDRESS	NHS Digital, 7 and 8 Wellington Place, Leeds, West Yorkshire, LS1 4AP
THE SUPPLIER:	Insight Direct (UK) LTD
SUPPLIER ADDRESS:	Technology Building, Insight Campus, Terry Street, Sheffield, S9 2BU
REGISTRATION NUMBER:	2579852
DUNS NUMBER:	769387739
SID4GOV ID:	208171

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **14/02/2022**. It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

CALL-OFF LOT(S):

- Lot 3 Software & Associated Services

CALL-OFF INCORPORATED TERMS

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) RM6068

3. The following Schedules in equal order of precedence:

- Joint Schedules for RM6068
 - 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 C52161
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 9 (Security) Part C
 - Call-Off Schedule 10 (Exit Management) Part B
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.6)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6068
6. Annex D Call-Off Schedule 6 (ICT Services)

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 GDPR, which can be accessed from <https://www.dsptoolkit.nhs.uk/>, as may be amended or replaced by the Buyer or the Department of Health and Social Care from time to time;
- b) Call-Off Schedule 9 (Security) Part C;
- c) such requirements as are identified by the Buyer in its Security Policy (if applicable); and
- d) any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from time to time;

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.

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CALL-OFF START DATE: 4th March 2022CALL-OFF EXPIRY DATE: 3rd March 2023

CALL-OFF INITIAL PERIOD: 12 months

CALL-OFF OPTIONAL EXTENSION PERIOD Up to a maximum of 4 x 12 month periods

CALL-OFF DELIVERABLES

Product Prime	Quantity	Unit of Measure	License Term Start Date	License Term End Date	Months
Analytics Prime			4 th March 2022	3 March 2023	12

LOCATION FOR DELIVERY

Software as a service – to be delivered by the Supplier electronically.
Any on-site services will be delivered to NHS Digital premises.

DATES FOR DELIVERY OF THE DELIVERABLESOption A: 4th March 2022**TESTING OF DELIVERABLES**

Not applicable

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be for the duration of the Call-Off Contract and any extension periods.

MAXIMUM LIABILITY

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

CALL-OFF CHARGES

Product Prime	Quantity	Unit of Measure	License Term Start Date	License Term End Date	Months	Net Unit Price	Annual Fee
Analytics Prime			4 March 2022	3 March 2023	12		£871,992.00 (Excluding VAT)

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ANALYTICS PRIME:OD:

Fees associated with Adobe Analytics Prime Primary Server Calls in excess of the Annual Primary Server Call commitment shall be billed [REDACTED]. These fees are billed monthly in arrears as incurred. In the event that Customer does not have a Secondary Server Call Commitment, any Secondary Server Calls generated by Customer shall be billed at 100% of the Primary Server Call Overusage rate set forth above. Such fees are billed monthly in arrears as incurred.

Support Services are described at:

<https://helpx.adobe.com/support/programs/support-policies-terms-conditions.html>

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

REIMBURSABLE EXPENSES

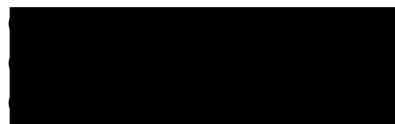
None

PAYMENT METHOD

Invoices should clearly quote the purchase order number, be addressed to NHS Digital, T56 Payables A125, Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE and be sent as a PDF attachment by email to the following email address; sbs.apinvoicing@nhs.net (one invoice per PDF). Emails must not exceed 10Mb and quote, 'T56 Invoice Scanning' in subject line, or alternatively invoices can be sent via post to the above address.

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

BUYER'S AUTHORISED REPRESENTATIVE



NHS Digital, 7 and 8 Wellington Place, Leeds, West Yorkshire, LS1 4AP

BUYER'S ENVIRONMENTAL POLICY

Buyer's Sustainability Plan Available online at <https://digital.nhs.uk/about-nhs-digital/corporate-information-and-documents/sustainable-development-management-plan-summary-report-2017-2020>

BUYER'S SECURITY POLICY

NHS Digital - Contract and Supplier Security Policy (v1.0 – 22/05/2017) available online at <https://policytool.hscic.gov.uk/UserHome/Policies/PolicyView.aspx?c=37>

SUPPLIER'S AUTHORISED REPRESENTATIVE



3 Hardman Street
8th Floor
Manchester
M3 3HF

SUPPLIER'S CONTRACT MANAGER



Insight Direct (UK) LTD
4th floor The Charter Building
Charter Place
Uxbridge
UB8 1JG

PROGRESS REPORT FREQUENCY

Not applicable

PROGRESS MEETING FREQUENCY

Not applicable

KEY STAFF

Not applicable

KEY SUBCONTRACTOR(S)

(Not applicable) (registered name if registered)]

COMMERCIALLY SENSITIVE INFORMATION

None

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

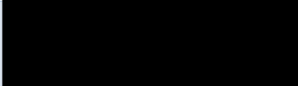

Not applicable

BUYER CORE GOODS AND/OR SERVICES REQUIREMENTS

Goods and/or Services

- 1 The following requirements shall take priority above all terms, conditions and specifications set out in this Call-Off Contract (including without limitation any embedded documents and terms), and the Supplier shall ensure that the software licences meet and conform with the following requirements:
 - 1.1 The Buyer shall be entitled, free of charge, to sub licence the software to any contractor and/or sub-contractor of the Buyer who is working towards and/or is providing services to the Buyer.
 - 1.2 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. 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 software licensing clause prohibiting 'white labelling', 'provision of outsourcing services' or similar, shall not be interpreted as prohibiting the Buyer's services.
 - 1.3 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.
 - 1.4 Any software licenced to the Buyer on a named users 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 Subcontractor of the Buyer).
 - 1.5 The Supplier shall ensure that the Buyer shall be entitled to assign or novate all or any of the software licences free of charge to any other central government entity, by giving the licensor prior written notice.
 - 1.6 The Supplier shall notify 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.
 - 1.7 Where the Supplier is responsible for the calculation of the appropriate number of users for software, and it is later shown there is a shortfall of licences, the Supplier shall be responsible for all costs of the Buyer.

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	25/02/2022	Date:	25/02/2022