

Order Form for Competed Services – Mini Competition

Call-Off Contract under the HealthTrust Europe LLP Framework Agreement for the Consultancy Solutions and Advisory Services (reference number: SF051639 dated 29th November 2019).

Lot 6 ICT and Digital Consultancy Solution and Advisory Services.

Provision of Securing Excellence in Primary Care (GP) Digital Services:

The Primary Care (GP) Digital Services Operating Model

Review of Digital Service Delivery and Commissioning

The Authority	NHS Derby and Derbyshire Integrated Care Board Address: Cardinal Square 10 Nottingham Road Derby DE1 3QT
The Supplier	Channel 3 Consulting Ltd. Capital Building, Tyndall Street, Cardiff, UK CF10 4AZ
HealthTrust Europe Contract Reference	005958

The Supplier and the Authority hereby agree as follows:

1. Following the completion of a mini-competition exercise ("Mini-Competition"), the Authority wishes to enter into a Contract in respect of the Services pursuant to the Framework Agreement.
2. The Contract incorporates, and the Supplier agrees to abide by, the following documents:
 - (a) the Mini-Competition Specification of the Authority's requirements as appended at Appendix 1 overleaf;
 - (b) the Mini-Competition Response Document submitted by the Supplier, including the Contract Price, as appended at Appendix 2 overleaf; and

- (c) the Call-Off Terms and Conditions set out at Appendix A to the Framework Agreement (including the front page and all Schedules thereto).
3. Where the Call-Off Terms and Conditions set out at Schedule 1 of Appendix A to the Framework Agreement apply, the Authority acknowledges and agrees to the HealthTrust Europe Key Provisions, in particular as stated below for the avoidance of doubt:
- (a) In the event that the Authority terminates its agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) for convenience or otherwise, and such termination takes effect before the end of the Initial Term (as defined in the UHCW Framework) or in the event that the Authority's agreement with HealthTrust Europe (made pursuant to the provisions of the UHCW Framework) expires without being renewed on or after such Initial Term, HealthTrust Europe shall notify the Supplier of such termination or expiry in accordance with the provisions of Clause 14 of Schedule 1 of the Framework Agreement ("**Beneficiary Withdrawal Notice**"). Upon receipt of such Beneficiary Withdrawal Notice by the Supplier, the Supplier shall cease to apply for the benefit of the Authority, the Contract Price or any special discounts in relation to such supply which applied solely by reason of the operation of the UHCW Framework and its associated services and/or framework agreements or any contract made between the Authority made pursuant thereto and further the Authority shall no longer be permitted to place Orders or benefit from the Contract Price, save with the prior written consent of HealthTrust Europe.
- (b) The Authority acknowledges and agrees that the Supplier is subject to an activity-based income (ABI) management charge in relation to any Orders placed by the Authority under the Framework Agreement.
- (c) The Authority and the Supplier agree that (in addition to the Authority's right to enforce the Contract) HealthTrust Europe may enforce any term of the Contract as principal in respect of ABI and Management Information and as agent on behalf of the Authority in respect of all other terms.
4. The Commencement Date of the Contract shall be **Date: April 1st 2023.**
5. The Term of this Contract shall be three-months from the Commencement Date (15th April 2023) and may be extended in accordance with Clause 15.2 of Schedule 2 of the Call-Off Terms and Conditions provided that the duration of this Contract shall be no longer than six-months in total (15th July 2023).
6. **Data Protection**
- 6.1 The Parties acknowledge that the Authority is the Data Controller (as defined by the Data Protection Legislation) and the Supplier is the Data Processor (as defined by the Data

Protection Legislation) in respect of any Personal Data Processed under this Framework Agreement. **Not Applicable**

- 6.2 The only Processing that the Supplier is authorised to do is listed in Table A of the Data Protection Protocol by the Authority and may not be determined by the Supplier. **Not Applicable**

7. **Time is of the essence as to any delivery dates under this Contract and if the Supplier fails to meet any delivery date without prior agreement (not to be unreasonably withheld) this shall be deemed to be a breach incapable of remedy for the purposes of Clause 15.4.1 of Schedule 2 of the Call-Off Terms and Conditions.**

8. The payment profile for this Contract shall be Invoiced to

NHS DERBY AND DERBYSHIRE ICB
QJ2 PAYABLES N045
PO BOX 312
LEEDS
LS11 1HP

Total contract price: £26,767.04 (excl. VAT)

One off payment at commencement of contract and invoice received from Channel 3 Consulting Ltd.

The invoice must be provided by Channel 3 Consulting at commencement date or no later than June 30th 2023

9. The Authority may terminate this Contract forthwith by notice in writing to the Supplier at any time on three (3) months' written notice. Such notice shall not be served within **[one (1)]** year of the Commencement Date. **Not Applicable**

10. The provision of Services:

(A) [The Services Commencement Date shall be [date] [note: only use if the Services are to start at a different date following the Commencement Date]. **Not applicable.**

(B) [The Long Stop Date for the commencement of provision of the Services shall be [date].] **Not applicable**

(C) The Services shall be provided by the Supplier at the Premises and Locations set out in the Mini-Competition Specification and or listed below:

NHS Derby and Derbyshire Integrated Care Board

Address: Cardinal Square

10 Nottingham Road

Derby

DE1 3QT

NHS England Midlands region is an interested party to this contract.

- (D) The Supplier shall implement the Services in accordance with the Implementation Plan appended at Appendix 4 overleaf service requirements and tender response.
- (E) The provision of access by the Authority to the Supplier to the Premises and Locations shall be subject to the lease and/or licence appended at Appendix 5. **Not applicable.**
- (F) Any changes to this Contract, including to the Services, may only be agreed in accordance with the Change Control Process set out in Appendix 3.
- (G) Should the Authority terminate this Contract in accordance with this Clause, then the Authority shall pay to the Supplier the termination sum calculated in accordance with Appendix 7. **Not applicable.**
- (H) If the Supplier is unable to provide the Services then the Authority shall be entitled to exercise Step In Rights set out in Appendix 6. Not applicable.
- (I) The Supplier confirms and agrees that all Intellectual Property Rights in and to the deliverables, material and any other output developed by the Supplier as part of the Services in accordance with the Specification and Tender Response Document, shall be owned by the Authority. The Supplier hereby assigns with full title guarantee by way of present and future assignment all Intellectual Property Rights in and to such deliverables, material and other outputs. The Supplier shall ensure that all Staff assign any Intellectual Property Rights they may have in and to such deliverables, material and other outputs to the Supplier to give effect to this Clause and that such Staff absolutely and irrevocably waive their moral rights in relation to such deliverables, material and other outputs. This Clause shall continue notwithstanding the expiry or earlier termination of this Contract.

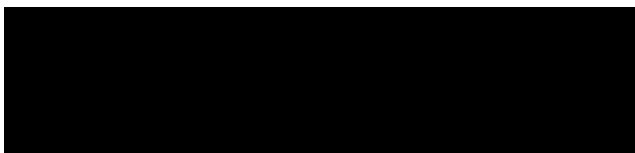
11. The Contract Managers at the commencement of this Contract are:

(a) for the Authority:

NHS Derby and Derbyshire Integrated Care Board



(b) for the Supplier:




12. Notices served under this Contract are to be delivered to:

(a) for the Authority:


NHS Derby and Derbyshire Integrated Care Board

Address: NHS Scarsdale, Nightingale Close, Off Newbold Road, Chesterfield S41 7PF

(b) for the Supplier:


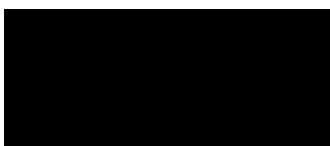


Channel 3 Consulting Ltd
180 Borough High Street
London SE1 1LB

13. In this Contract, unless the context otherwise requires, all capitalised words and expressions shall have the meanings ascribed to them by the Framework Agreement and/or Call-Off Terms and Conditions.

14. The following Appendices are incorporated within this Contract:


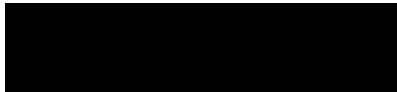

Appendix 1	Mini-Competition Specification
Appendix 2	Mini-Competition Response Document & Contract pricing
Appendix 3	Change Control Process
Appendix 4	Implementation Plan
Appendix 5	Lease and/or Licence to access Premises and Locations] – not applicable
Appendix 6	Step In Rights – not applicable
Appendix 7	Termination Sum – not applicable

Signed by the authorised representative of THE AUTHORITY

Name:		Signature:	
Position:		Date:	1 March 2023

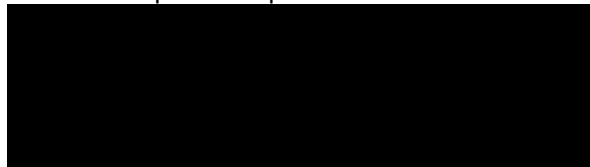
AND

Signed by the authorised representative of THE SUPPLIER

Name:		Signature:	
Position:		Date:	02/03/2023

Appendix 1

Mini-Competition Specification and ITT documents



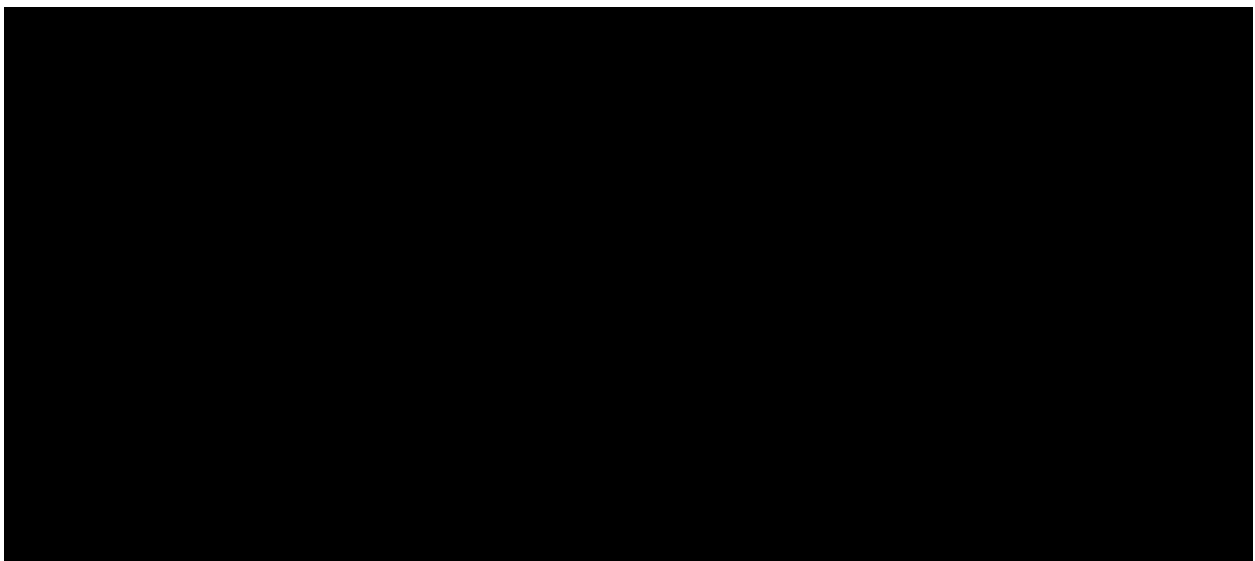
Appendix 2

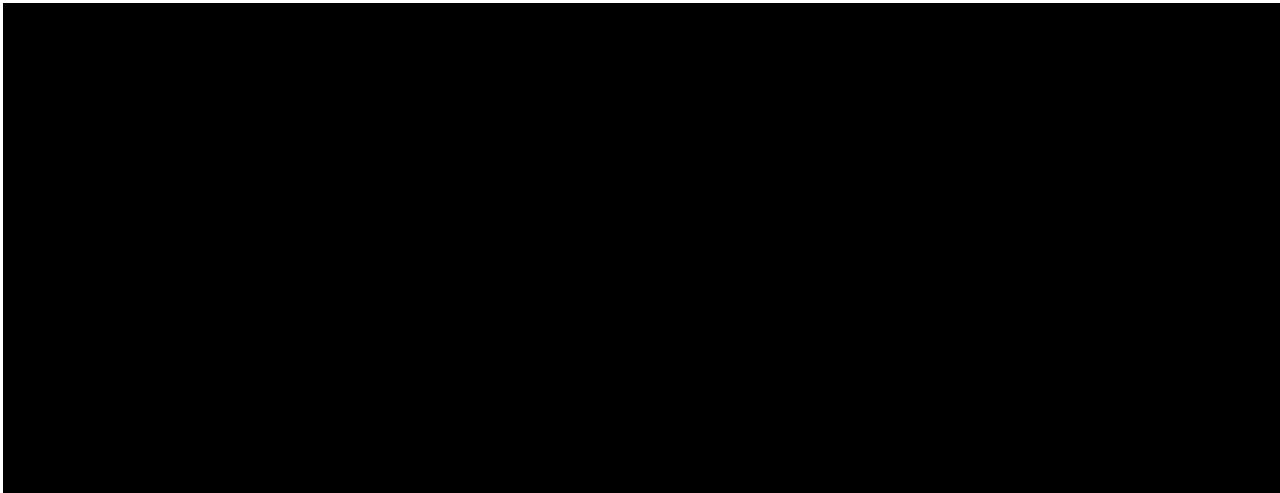
Mini-Competition Response Document



CONTRACT PRICE FOR NHS Derby and Derbyshire ICB £26,767.04 (excl. Vat)

(the overall Midlands regional total is included for reference as below)





Appendix 3

Change Control Process



Appendix 4

Implementation Plan

See tender response

Appendix 5

Lease and/or Licence to access Premises and Locations

Not applicable

Appendix 6

Step In Rights

Not applicable

Appendix 7

Termination Sum

Not applicable