

**Health Systems Support Framework: Template Order Form**

<b><u>References and Date</u></b>	
<b>Order Reference Number</b>	HSSFSS-012
<b>Date of Order Form</b>	24/11/22
<b><u>Parties and Key Persons</u></b>	
<b>Authority</b>	<i>NHS England</i>
<b>Suppliers</b>	<i>Carnall Farrar Ltd</i>
<b>Principal Supplier(s)</b>	<i>Carnall Farrar Ltd</i>
<b>Key Roles for the supply or performance of the Deliverables and the personnel who will fill those Key Roles ("Key Personnel")</b>	<div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 100%; height: 15px;"></div>
<b>Contract Managers</b>	<div style="background-color: black; width: 100%; height: 15px;"></div>

	<p><i>Authority's Contract Manager</i></p>	<p><i>Contract</i></p> <p>██████████</p>	
	<p><i>Supplier's Contract Manager(s)</i></p>	<p><i>Contract</i></p> <p>██████████</p>	
<p><b>Lead Contract Manager (if applicable)</b></p>	<p><i>Insert the Lead Contract Manager at the commencement of this Contract</i></p>		
	<p><i>Authority's Lead Contract Manager</i></p>	<p>████████████████████</p>	
	<p><i>Supplier's Lead Contract Manager</i></p>	<p>██████████</p>	
<p><b>Person(s) to receive notices under the Contract</b></p>	<p><i>Authority's nominated person and contact details for service of notices</i></p>	<p>██████████</p> <p>████████████████████</p> <p>██</p> <p>██████████</p> <p>██████████</p> <p>████████████████████</p>	
	<p><i>Supplier's nominated person and contact details for service of notices</i></p>	<p><i>Carnall Farrar Ltd</i></p> <p>1 Lyric Square, Hammersmith, London, W6 0NB</p> <p>██</p>	
<p><b>Notified Sub-contractors in the event of a TUPE transfer at a Relevant Commencement Date</b></p>	<p><i>Where at any Relevant Commencement Date there is a Relevant Transfer such that the provisions of Schedule 12 of these Call-Off Terms and Conditions shall apply then any sub-contractor to whom Transferring Authority Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date shall be identified in Annex 10 to the Order Form;</i></p>		
<p style="text-align: center;"><b><u>General</u></b></p>			

<p><b>Status of Order Form</b></p>	<p>Issue of this Order Form is an “invitation to treat” by the Authority following the Suppliers’ Call-Off ITT Response submitted by the Supplier(s) in response to the relevant mini-competition conducted under and in accordance with the Framework Agreement. On the signature of the Order Form by the Suppliers and its return to the Authority, the signature of the Order Form by the Authority shall be the point at which a contract is formed between the Authority and the Suppliers. This Order Form, together with the Call-Off Terms and Conditions and the applicable provisions of the Framework Agreement (and the other provisions as set out in the Call-Off Terms and Conditions) form a contract (defined as “the Contract” in the Call-Off Terms and Conditions) between the parties as at and from the date of this Order Form.</p> <p>All terms defined in the Call-Off Terms and Conditions have the same meaning when utilised in this Order Form.</p>																																				
<p><b>Call-Off Terms and Conditions</b></p>	<p>The Call-Off Terms and Conditions comprise the following Schedules of Appendix A of the Framework Agreement:</p> <table border="1" data-bbox="555 952 1426 1986"> <tr> <td><b>Schedule 1</b></td> <td>Key Provisions</td> </tr> <tr> <td><b>Schedule 2</b></td> <td>General Terms and Conditions</td> </tr> <tr> <td><b>Schedule 3</b></td> <td>Definitions and Interpretations Provisions</td> </tr> <tr> <td><b>Schedule 4</b></td> <td>This Order Form</td> </tr> <tr> <td><b>Schedule 5</b></td> <td>Information Governance</td> </tr> <tr> <td><b>Schedule 6</b></td> <td>Security Management</td> </tr> <tr> <td><b>Schedule 7</b></td> <td>Standards</td> </tr> <tr> <td><b>Schedule 8</b></td> <td>Software</td> </tr> <tr> <td><b>Schedule 9</b></td> <td>Installation and Commissioning Services</td> </tr> <tr> <td><b>Schedule 10</b></td> <td>Maintenance Services</td> </tr> <tr> <td><b>Schedule 11</b></td> <td>Guarantee</td> </tr> <tr> <td><b>Schedule 12</b></td> <td>Staff Transfer</td> </tr> <tr> <td><b>Schedule 13</b></td> <td>Change Control Process</td> </tr> <tr> <td><b>Schedule 14</b></td> <td>Calculation of Termination Sum</td> </tr> <tr> <td><b>Schedule 15</b></td> <td>Not Used</td> </tr> <tr> <td><b>Schedule 16</b></td> <td>Acceptance Testing</td> </tr> <tr> <td><b>Schedule 17</b></td> <td>Benchmarking</td> </tr> <tr> <td><b>Schedule 18</b></td> <td>Governance</td> </tr> </table>	<b>Schedule 1</b>	Key Provisions	<b>Schedule 2</b>	General Terms and Conditions	<b>Schedule 3</b>	Definitions and Interpretations Provisions	<b>Schedule 4</b>	This Order Form	<b>Schedule 5</b>	Information Governance	<b>Schedule 6</b>	Security Management	<b>Schedule 7</b>	Standards	<b>Schedule 8</b>	Software	<b>Schedule 9</b>	Installation and Commissioning Services	<b>Schedule 10</b>	Maintenance Services	<b>Schedule 11</b>	Guarantee	<b>Schedule 12</b>	Staff Transfer	<b>Schedule 13</b>	Change Control Process	<b>Schedule 14</b>	Calculation of Termination Sum	<b>Schedule 15</b>	Not Used	<b>Schedule 16</b>	Acceptance Testing	<b>Schedule 17</b>	Benchmarking	<b>Schedule 18</b>	Governance
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	Any additional Extra Key Provisions set out at Annex 2 below shall be incorporated into the Contract formed by the signature and completion of this Order Form.
<b>Framework Agreement</b>	The Health Systems Support Framework established by NHS England for and on behalf of NHS England and other contracting authorities. (the " <b>Framework Agreement</b> ").
<b>Call-Off ITT</b>	The Call-Off ITT as issued by the Authority to invite responses to the relevant mini-competition conducted under and in accordance with the Framework Agreement.
<b>Call-Off ITT Response</b>	The Suppliers' response to the relevant Call-Off ITT submitted by the Suppliers in response to the relevant mini-competition conducted under and in accordance with the Framework Agreement and initiated by the issue of a Call-Off ITT by the Authority.
<b>Contract Meetings</b>	Contract meetings will take place on a monthly basis unless otherwise agreed with the supplier during initiation of the contract
<b>Fast-track Change values</b>	To be agreed during the initiation of the contract
<b><u>Contract Term and Termination Provisions</u></b>	
<b>Term of the Contract</b>	██████████
<b>Extension of Term</b>	Option to extend up to a maximum of 6 months in total by providing 1 months written notice.
<b>Unilateral Authority right of termination notice period</b>	1 month
<b>Maximum Payments following Unilateral Authority right to terminate</b>	Should the Authority terminate early, then we would agree the remaining deliverables and agree payment based on time x rate + materials (if any)
<b>Maximum Permitted Profit Margin</b>	n/a
<b>Variation to Termination Sum calculation</b>	n/a

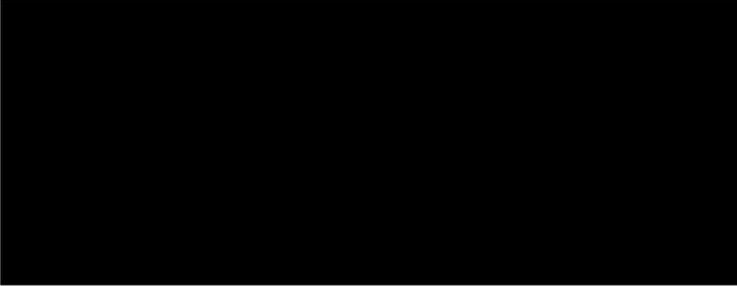
<p><b>Insurance on Expiry or Termination</b></p>	<p><i>On the expiry or earlier termination of this Contract, the Suppliers are required to ensure that:</i></p> <ol style="list-style-type: none"> <li>1) <i>unless otherwise required in the Extra Key Provisions, any ongoing liability that they have or may have arising out of this Contract shall continue to be the subject of appropriate insurance and/or indemnity arrangements and/or membership of the risk pooling statutory schemes for the period of six (6) years from termination or expiry of this Contract; and</i></li> <li>2) <i>where the Deliverables or any part of them could result in liability to any patient in respect of care and/or advice funded by an NHS body, any ongoing liability that the Suppliers have or may have arising out of this Contract shall continue to be the subject of appropriate insurance and/or indemnity arrangements and/or membership of the risk pooling statutory schemes for the period of up to twenty-one (21) years from termination or expiry of this Contract.</i></li> </ol> <p><i>(See Clauses 20.8 and 20.9 of [REDACTED] of the Call-Off Terms and Conditions, respectively)</i>  <i>Having regard to the nature of the Deliverables, the Authority should consider whether the period of 6 years (as set out in Clause 20.8) is long enough or whether liability may continue beyond this period and therefore whether a longer period should be specified.</i></p>
<p><b><u>Contract Deliverables</u></b></p>	
<p><b>Deliverables</b></p>	<p>The Deliverables to be provided by the Supplier(s) under the Contract shall be the Services and/or Ad Hoc Services and/or Goods and/or any other requirement whatsoever (including without limitation any item, feature, material, outcome or output). The Deliverables are described at Annex 1 Part 1 of this Order Form (“the Specification”), shall be provided from the Deliverables Commencement Date set out below in accordance with the KPIs set out in the Specification.</p> <p>Where the Suppliers are comprised of more than a single Supplier the Supplier Matrix at Annex 1 of the Order Form, shall indicate which portion of the Deliverables are to be provided by which of the Suppliers.</p>



<b>Property Licence(s) and/or Lease(s) granted to the Suppliers</b>	N/A
<b><u>Information Governance</u></b>	
<b>Information Governance Provisions (Schedule 5)</b>	<i>The Authority shall act as a Controller and the Supplier shall act as a Processor.</i>
<b>Processing of Personal Data</b>	<i>Not expecting the processing of any personal data but to be reviewed following contract signature.</i>
<b><u>Intellectual Property Rights and Licencing</u></b>	
<b>Intellectual Property</b>	<i>To be agreed with final supplier.</i>
<b>Local Health and Care Record Exemplar (LHCRE) Specific IPR</b>	N/A
<b>Supplier Owned Foreground IPR</b>	<i>Indicate any part of the Deliverables (whether Software or other IPR) where the Foreground IPR is to be owned by the Suppliers pursuant to Clause 14.6 of Schedule 2, for example specific elements of the Specification, or any Supplier COTS Software or SaaS Applications. Further explanation of this section can be found in annex 2 of the HSSF guide.</i>
<b>Standard Licence Terms</b>	<i>Stipulate if: a) Supplier Non-COTS Software; or b) SaaS Applications is/are to be provided on Standard Licence Terms; or c) any other elements of the Deliverables that Suppliers may offer under their Standard Licence Terms which could include but not be limited to: SaaS Documentation, and/or Licensed Software. Consider if the Extra Key Provisions need to state whether any aspect of the Standard Licence Terms prevail over the Call-Off Terms and Conditions. Further explanation of this section can be found in annex 2 of the HSSF guide.</i>  <i>Any Standard Licence Terms to be inserted at Annex 9 to the Order Form</i>
<b>Supplier Software and Third Party Software</b>	<i>Record any Supplier Software or Third Party Software licensed by the Supplier or third parties for the purposes of the delivery of the Services at Annex 11 to the Order Form.</i>

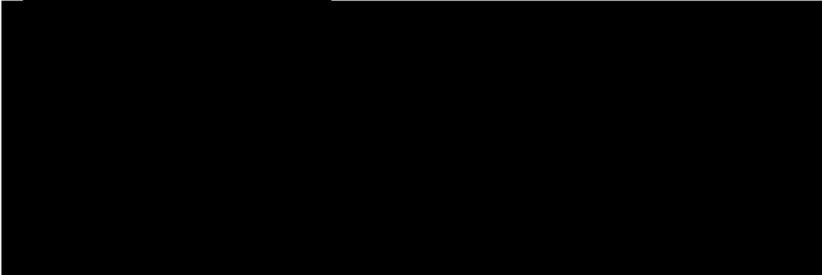
<b><u>Contract Price and Payment</u></b>	
<b>Contract Price</b>	The price(s) to be paid by the Authority to the Suppliers for the provision of the Services, as set out in the Call-Off ITT Response and reproduced at Annex 3.
<b>Financial Model</b>	The Suppliers' Financial Model, submitted if required by the Authority in the Supplier's Call-Off ITT Response and reproduced at Annex 3.
<b>Total Contract Price for the purposes of Clause 19 (Limitation of Liability)</b>	[REDACTED]
<b>Contracts conditional on the execution of a Guarantee</b>	<p><i>winning bidder's</i></p> <p>[REDACTED]</p>
<b>Guarantee in favour of NHSE</b>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED] <i>company's</i> [REDACTED]</p>
<b>Payment Provisions</b>	<p>The payment terms for the payment by the Authority to the Suppliers of the Contract Price for the Services, as set out in the Call-Off ITT and reproduced at Annex 3; and</p> <p>The level of reimbursement by the Suppliers to the Authority relating to any service credits in respect of failures by the Suppliers to meet the KPIs, as set out in the Call-Off ITT and reproduced at Annex 3.</p>

**Signed by the authorised representative of each AUTHORITY (as applicable)**



Date Signed: 19/12/22

**Signed by the authorised representative of each of the SUPPLIERS**



Date Signed: 05/12/2022

## **Order Form Annexes**

### **Annex 1**

Part 1: Specification

Part 2: KPI Overview

Part 3: KPIs

Part 4: Calculation of Service Credits

Part 5: Termination Trigger for Accrued KPI Failures

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## Annex 1

### Annex 1 Part 1: Specification

#### 1.1 The Deliverables

Main object:

- A refined maturity matrix for assessing robustness of innovation-enabling functions for key projects, taking experience/insights of current teams into account: the innovation enabling functions are currently defined as:
  - NHS demand signalling and Life Sciences industry horizon scanning
  - Removal of innovation barriers and creation of solutions
  - Supporting LS navigation through the UK healthcare ecosystem
  - Enabling adoption and uptake throughout the NHS
  - Additional functions required for the delivery of the objectives of the AAC as set out in the bidder information pack may be identified and defined through the development of the maturity matrix.
  
- A complete assessment of all existing and current potential projects undertaken by the AAC, to gauge maturity of current innovation enabling-functions
- A report with clear recommendations and options to AAC on what could do differently to further enhance current innovation enabling functions
- Short term support to each project to initiate delivery of these projects.
- A clear articulation of the resource requirement and resource allocation implications of the above
- Training provision to enable skill transfer to AAC Programme team members to enable continued assessment of projects against the agreed maturity matrix

#### 1.2 Division of Service provision between Suppliers/Sub-contractors

The division of the services between Suppliers (where more than one Supplier) must be consistent with the completed Supplier Matrix, subject to any assignment/subcontracting permitted by the terms of the Framework Agreement after the commencement date of the Framework Agreement.

#### **Supplier Matrix**

Supplier	Service
[REDACTED]	<u>Main object:</u>
[REDACTED]	
[REDACTED]	

	<ul style="list-style-type: none"> <li>• A refined maturity matrix for assessing robustness of innovation-enabling functions for key projects, taking experience/insights of current teams into account: the innovation enabling functions are currently defined as:             <ul style="list-style-type: none"> <li>○ NHS demand signalling and Life Sciences industry horizon scanning</li> <li>○ Removal of innovation barriers and creation of solutions</li> <li>○ Supporting LS navigation through the UK healthcare ecosystem</li> <li>○ Enabling adoption and uptake throughout the NHS</li> <li>○ Additional functions required for the delivery of the objectives of the AAC as set out in the bidder information pack may be identified and defined through the development of the maturity matrix.</li> </ul> </li>   <li>• A complete assessment of all existing and current potential projects undertaken by the AAC, to gauge maturity of current innovation enabling-functions</li> <li>• A report with clear recommendations and options to AAC on what could do differently to further enhance current innovation enabling functions</li> <li>• Short term support to each project to initiate delivery of these projects.</li> <li>• A clear articulation of the resource requirement and resource allocation implications of the above</li> <li>• Training provision to enable skill transfer to AAC Programme team members to enable continued assessment of projects against the agreed maturity matrix</li> </ul>

## **Annex 1 Part 2: KPI Overview**

### **Key Performance Indicators**

- 1 During the Term of the Contract the Suppliers shall provide the Deliverables so as to meet the standard under each of the KPIs described below.
- 2 Annex 1 Part 3 of this Order Form sets out the Key Performance Indicators that the Parties have agreed shall be used to measure the performance of the Deliverables by the Suppliers.
- 3 The Suppliers shall monitor their performance against each KPI and shall send the Authority a report detailing the level of service actually achieved in accordance with the provisions of this Contract.
- 4 Subject to:
  - (a) any breach of any express provision of this Contract by the Authority (unless, and to the extent, caused or contributed to by the Suppliers); and
  - (b) any deliberate act or omission of the Authority or any failure by the Authority to take reasonable steps to carry out its activities in a manner which minimises significant interference with the Suppliers' performance of the Deliverables (save where, and to the extent, caused or contributed to by the Suppliers);

a failure by the Suppliers to meet any of the KPIs shall be KPI Failure (as defined in the Call-Off Terms and Conditions). Failure to meet a Primary KPI shall be a Primary KPI Failure and failure to meet a Secondary KPI shall be a Secondary KPI Failure.
- 5 KPI Failure Points, and therefore Service Credits, shall accrue for any KPI Failure. Service Credits shall be calculated in accordance with Annex 1 Part 4 of this Order Form

### **KPI Failure Points**

- 6 If the level of performance of the Suppliers during a Measurement Period achieves the Target Performance Level in respect of a KPI, no KPI Failure Points shall accrue to the Suppliers in respect of that KPI.
- 7 If the level of performance of the Suppliers during a Measurement Period is below the Target Performance Level in respect of a KPI, KPI Failure Points shall accrue to the Suppliers in respect of that KPI as set out in Annex 1 Part 4 of this Order Form
- 8 The number of KPI Failure Points that shall accrue to the Suppliers in respect of a KPI Failure shall be the applicable number as set out in Annex 1 Part 3 of this Order Form depending on whether the KPI Failure is a minor KPI Failure, a serious KPI Failure or a severe KPI Failure

as indicated in Annex 1 Part 3 of this Order Form, unless the KPI Failure is a Repeat KPI Failure when the provisions of Paragraphs 9 and 10 of this Annex1 Part 2 shall apply.

## Repeat KPI Failures

### Repeat KPI Failures

- 9 If a KPI Failure occurs in respect of the same KPI in any two consecutive Measurement Periods, the second and any subsequent such KPI Failure shall be a "Repeat KPI Failure".
- 10 The number of KPI Failure Points that shall accrue to the Suppliers in respect of a KPI Failure that is a Repeat KPI Failure shall be calculated as follows:

$$SP = P \times 2$$

where:

SP = the number of KPI Failure Points that shall accrue for the Repeat KPI Failure;  
and

P = the applicable number of KPI Failure Points for that KPI Failure as set out in Annex 1 Part 3 depending on whether the Repeat KPI Failure is a minor KPI Failure, a serious KPI Failure, a severe KPI Failure or a failure to meet the KPI service threshold.

### ***Worked example based on the following KPI Failure Points regime for a service availability KPI:***

Severity Levels	KPI Failure Points
Target Performance Level: 99%	0
Minor KPI Failure: 98.0% - 98.9%	1
Serious KPI Failure: 97.0% - 97.9%	2
Severe KPI Failure: 96.0% - 96.9%	3
KPI Service Threshold: below 96%	4

#### *Example 1:*

*If the Suppliers achieve a service availability of 98.5% in a given Measurement Period, this will be a minor KPI Failure for this KPI in that Measurement Period and accordingly will accrue 1 KPI Failure Point. If, in the next Measurement Period, it achieves a service availability of 96.5%, this will be a severe KPI Failure and accordingly would normally accrue 3 KPI Failure Points, but as the failure will in these circumstances be a Repeat KPI Failure, this amount is doubled and so the Suppliers will incur 6 KPI Failure Points for this failure (i.e.  $SP = 3 \times 2$ ). If in*

*the next Measurement Period it achieves a service availability of 96.5%, the Suppliers will again incur 6 KPI Failure Points.*

**Example 2:**

*If the Suppliers achieve a service availability of 96.5% in a given Measurement Period, this will be a severe KPI Failure for this KPI in that Measurement Period and accordingly accrue 3 KPI Failure Points. If, in the next Measurement Period, it achieves a service availability of 98.5%, this will be a minor KPI Failure and accordingly accrue 1 KPI Failure Point, but as the failure will in these circumstances be a Repeat KPI Failure, this amount is doubled and so the Suppliers will incur 2 KPI Failure Points for this failure (i.e. SP = 1 x 2). If in the next Measurement Period it achieves Service Availability of 96.5%, the Supplier will incur 6 KPI Failure Points.*

**Related KPI Failures**

11 If any specific KPI refers to both Service Availability and System Response Times, the System Response Times achieved by the Supplier for any period of time during a Service Period during which the relevant Service or element of a Service is determined to be Non-Available shall not be taken into account in calculating the average System Response Times over the course of that Service Period. Accordingly, the Supplier shall not incur any Service Points for failure to meet System Response Times in circumstances where such failure is a result of, and the Supplier has already incurred Service Points for, the Service being Non-Available.

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**Annex 1 Part 3: KPIs**

**1 Primary Key Performance Indicators**

No.	Key Performance Indicator Title	Definition	Frequency of Measurement
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	<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>
	<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>

	<p>[Redacted]</p>	<p>[Redacted]</p>	<p>[Redacted]</p>
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No.	Key Performance Indicator Title	Definition	Frequency of Measurement
	[REDACTED]	[REDACTED]	[REDACTED]

**2. Secondary Key Performance Indicators**

[REDACTED]

**3. Definitions**

n/a

**Annex 1 Part 4: Calculation of Service Credits – N/A**

**Calculation of Service Credits – Primary KPIs**

*Please insert mechanism for calculating Service Credits arising from the Suppliers' failure to meet any or each Primary KPI standard – The mechanism will need to convert Primary KPI Failure Points into Service Credits (. Each Service Credit should be attributed a value in £/Pounds Sterling...Please complete "Not used" if Service Credits will not be due from any Suppliers as a consequence of breaching any of the Primary KPIs under this Contract.*

**Consequences of accruing Secondary Failure Points**

*Please insert mechanism for calculating Service Credits arising from the Suppliers' failure to meet any or each Secondary KPI standard. The mechanism will need to convert Secondary KPI Failure Points into Service Credits. Each Service Credit should be attributed a value in £/Pounds Sterling. Please complete "Not used" if Service Credits will not be due from the*

*Suppliers as a consequence of breaching any of the Secondary KPIs under this Contract.  
and/or*

*Specify alternative remedies such as accelerated contract management meeting or issue of  
Breach Notice for example*

## **Annex 1 Part 5: Termination Trigger for Accrued KPI Failures – N/A**

### **Termination for accrued KPI Failures**

*Insert figures and measurement periods for the purposes of Clauses 22.5.5, 22.5.6 and 22.5.7 of Schedule 2 of the Call-Off Terms and Conditions*

The right for the Authority to terminate the Contract (or at its election part of the Contract relating to a specified portion of the Deliverables) forthwith by notice in writing to the Suppliers shall arise:

- pursuant to Clause 22.5.5 of Schedule 2 of the Call-Off Terms and Conditions upon the accrual of [insert number] Primary KPI Failure Points in any [Month/Quarter - specify];  
and
- pursuant to Clause 22.5.6 of Schedule 2 of the Call-Off Terms and Conditions upon the accrual of [insert number] Secondary KPI Failure Points in any [Month/Quarter - specify];  
and
- pursuant to Clause 22.5.7 of Schedule 2 of the Call-Off Terms and Conditions upon the occurrence of [insert number] KPI Failures in any Month or upon the occurrence of [insert number] KPI Failures in any Quarter

**Annex 1 Part 6: Excusing Events – N/A**

*Insert specific events/actions/circumstances entitling relief from KPI regime and/or other sanction under the Contract that apply to specific Call-Off.*

**Annex 2**  
**Extra Key Provisions – N/A**



## Annex 3

### Contract Price and Payment Terms

#### Contract Price



Contract Price for permitted extensions to the Term



**Total Contract Price for the purposes of Clause 19 (Limitation of Liability)**

*The total Contract price(s) to be paid by the Authority to the Suppliers for the provision of the Deliverables, as set out in the Call-Off ITT Response and reproduced at Annex 3.*

#### Payment Provisions

*As per Contract Price schedule – Quarterly in arrears.*

Maximum Payments on Unilateral Termination by Authority – N/A

Suppliers' Financial Model (if applicable)

*See Contract Price schedule*

**Annex 4**

**Implementation Plan (if any)**



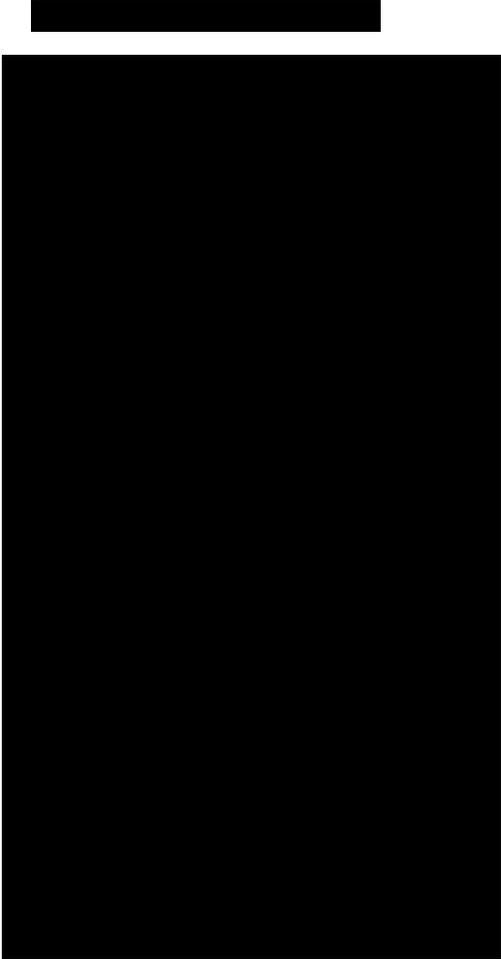
**Annex 5**

**Information Security Management Plan**



**Annex 6**

**Supplier Solution**



## **Annex 7**

### **Processing of Personal Data**

This annex shall be inserted as the Annex to Schedule 5 of the Call-Of Terms and Conditions.

1. The Suppliers are only authorised to Process Personal Data in accordance with this Annex.
2. The Suppliers shall comply with any further written instructions with respect to Processing from the Authority from time to time.
3. Any such further instructions shall be incorporated into this Annex.

Description	Data
Subject matter of the processing	2 [This should be a high level, short description of what the processing is about i.e. its subject matter]
Duration of the processing	3 [Clearly set out the duration of the processing including dates]
Nature and purposes of the processing	<p>[Please be as specific as possible, but make sure that you cover all intended purposes.]</p> <p>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.]</p>
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include patients, members of the public users of a particular website etc.]
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	[Describe how long the data will be retained for, how it will be returned or destroyed.]

For the avoidance of doubt this list will be amended through the Contract Meetings as set out above and in line with Clause 31.3 of Annex 2 of this Order Form.

## Annex 8

[As referenced in Schedule 18 of the Call-Off Terms and Conditions]

### BOARD REPRESENTATIONS AND STRUCTURES

1. The Project boards will be:
  - a. Project Oversight Group:
    - i. Will have responsibility for signing off key deliverables and for agreeing KPIs being met.
    - ii. Will be chaired by the Head of Policy and will have representation from members of the policy team and the chief of staff for the AAC on behalf of the authority and will be attended by the relevant members of the project team on behalf of the supplier. Additional members may be added if deemed appropriate for discussion of specific items.
    - iii. Will be expected to meet at least monthly throughout the life of the project an aligned with the deliverables agreed in the implementation plan.
    - iv. Expectation that the meetings will be held virtually unless decided otherwise.
  - b. Project delivery group –
    - i. will be forum for day to day management of the project and will be led by the contract managers for the project – with relevant project team members attending where required.
    - ii. This will be held on a weekly basis and will provide forum for regular updates on progress and any risk escalation.
    - iii. Expectation that the meetings will be held virtually unless decided otherwise.

## **Annex 9**

### **Standard Licence Terms**

[Insert if any]

**Annex 10**

**Notified Sub-Contractors**

[Insert if applicable and if any]

**Annex 11**

**Supplier Software and Third Party Software**

**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)

**Third Party Software**

The Third Party Software includes the following items:

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