

Crown Commercial Service

Call-Off Order Form for RM6187 Management Consultancy Framework Three (MCF3)

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

Order Form

Call-off reference: **Standards Regime for Senior NHS Leaders**

The buyer: **NHS England and NHS Improvement**

Buyer address: **Wellington House
133-135 Waterloo Road
London
SE1 8UG**

The supplier:
Supplier address: **Pricewaterhouse Coopers
1 Embankment Place
London
WC2N 6RH**

Registration number: **GB243823957**
DUNS number: **733367952**

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated

11/02/2022

It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services.

Call-off lot:

Lot 7

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and cannot be used. 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) RM6187
3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 5 (Corporate Social Responsibility)
- Joint Schedule 6 (Key Subcontractors) (Not used)
- Joint Schedule 7 (Financial Difficulties) (Not used)
- Joint Schedule 9 (Minimum Standards of Reliability) (Not used)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports) (Not used)
- Call-Off Schedule 3 (Continuous Improvement) (Not used)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 6 (ICT Services) (Not used)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security) Part A, Short Form
- Call-Off Schedule 10 (Exit Management)

- Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 23 (HMRC Terms) (Not used)
4. CCS Core Terms (version 3.0.10)
 5. Joint Schedule 5 (Corporate Social Responsibility)
 6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

Supplier terms are not 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

Not used

Call-off start date: 01/03/2022

Call-off expiry date: 29/07/2022

Call-off initial period: 5 months

Call-off deliverables:

Option A: Standards Regime for Senior NHS Leaders as detailed in Schedule 20

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 are £100,000 excluding VAT.

Call-off charges

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

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

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:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking) (not used)

Reimbursable expenses

Non-Recoverable

Payment method

BACS, monthly invoices or to milestones to be confirmed, paid 30 days of receipt

Buyer's invoice address

NHS Trust Development Authority
74T Payables M535
Phoenix House
Topcliffe Lane
Wakefield
WF3 1WE

Buyer's authorised representative

Redacted Under FOIA. Personal Information

Buyer's security policy

Not required

Supplier's authorised representative

Redacted Under FOIA. Personal Information

Supplier's contract manager

Redacted Under FOIA. Personal Information

Progress report frequency

Fortnightly

Progress meeting frequency

Weekly

Key staff

Redacted Under FOIA. Personal Information

Key subcontractor(s)

Not used

Commercially sensitive information

The following information shall be deemed Commercially Sensitive Information:

- any information relating to the Supplier's fee rates, its methodology for providing the services in question and any personal data provided by the

Supplier including the CVs of the Staff engaged in the provision of the Services;

- any information falling within the definition of “Supplier’s Confidential Information.

The duration for which such information shall be confidential is indefinite.

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer’s environmental and social value policy

Not applicable

Social value commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender).

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

For and on behalf of the Supplier:

Name Redacted Under FOIA. Personal Information

Supplier Signature:

For and on behalf of the Buyer:

Name Redacted Under FOIA. Personal Information

Buyer Signature:

Joint Schedule 11 (Processing Data)

Annex 1 - Processing Personal Data

This Annex 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 Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1.1.1 The contact details of the Authority's Data Protection Officer are:
Redacted Under FOIA. Personal Information
- 1.1.1.2 The contact details of the Supplier's Data Protection Officer are:
Redacted Under FOIA. Personal Information
- 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 Annex.

Description	Details
Identity of Controller for each Category of Personal Data	The Relevant Authority is Controller and the Supplier is Processor The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data: <ul style="list-style-type: none">• All personal data
Duration of the Processing	For the duration of the contract
Nature and purposes of the Processing	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. The purpose might include: employment Processing, statutory obligation, recruitment assessment etc.
Type of Personal Data	Data obtained through the management of this contract service provision. Data gained directly or indirectly through correspondence with personnel

Categories of Data Subject	Name, address, date of birth, telephone number, call data (quantity of data, location, duration, IP Address) Information considered commercial or in confidence.
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	As per the NHSI System Security Policy version 1 and otherwise as per this Agreement.

Call-Off Schedule 4 (Call Off Tender)



Standards Regime for Senior NHS Lead



Standards Regime for Senior NHS Lead



Standards Regime for Senior NHS Lead



Standards Regime for Senior NHS Lead



Standards Regime for Senior NHS Lead



Standards Regime for Senior NHS Lead



Standards Regime for Senior NHS Lead



Standards Regime for Senior NHS Lead



Standards Regime for Senior NHS Lead



Standards Regime for Senior NHS Lead

Supplier Response

Redacted Under FOIA. Commercial Interests

Call-Off Schedule 5 (Pricing Details)

Redacted Under FOIA. Commercial Interests

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

Statement of Requirements

Establishing Standards Regime for Senior NHS Leaders

Core deliverables

The objective of this project will be to support the NHSE/I core project team to build the new standards regime and advise on the requirements of a database/national register. In doing so the core deliverables will be:

Redacted Under FOIA. Commercial Interests

Reporting and Documentation:

The Supplier shall report on progress to **Redacted** Under FOIA. Personal Information, acting on behalf of the Authority, against the agreed project plan on a weekly basis.

All documentation shall be of high quality, with clearly laid out and readable diagrams and where relevant written in plain English in such a way that it is accessible and of practical use to a number of different stakeholders at end of the contract without recourse to support from the Supplier

END