

# Order Form - Confidential When Complete

Call-off Contract Details	
Title of Framework Agreement:	Digital Workplace Solutions
Framework Agreement Reference:	SBS10510
Lot number:	IT solutions and services (infrastructure, hardware, software and related services)
Call-off procedure used: [Further Competition/Direct Award]	Direct Award
Total Call-off Contract Value:	£90,000. <div style="background-color: black; width: 100%; height: 20px; margin-top: 5px;"></div>
Authority Contact Details:	
Name:	NHS Business Services Authority
Phone Number:	<div style="background-color: black; width: 100%; height: 20px;"></div>
Category Generic Email Address:	<div style="background-color: black; width: 100%; height: 20px;"></div>

### Order Form Details

This Order Form sets out the agreement between the following Parties and in accordance with the Terms and Conditions of the Framework Agreement and the Call-off Terms and Conditions.

Period of the Agreement			
Commencement Date:	22 December 2025	Expiry Date:	21 December 2026
Extension Period(s): [Optional]	One 12 month extension is permissible.		
Maximum Permissible Term	1+1 year term (24 months)		

Unless otherwise agreed by both Parties, this Order Form will remain in force until the expiry date agreed above. If no extension/renewal is agreed and the Approved Organisation continues to access the Supplier's Goods and/or Services, the terms of this Contract shall apply on a rolling basis until the overarching Framework Agreement expiry date.

In circumstances where the Framework Agreement had already expired and the Approved Organisation continues to access the Supplier's Goods and/or Services, then the terms of this Contract shall apply on a rolling basis until the expiry of the Call-off Terms and Conditions' maximum permissible term (as set out above).

Any capitalised terms shall have the meaning given to such terms in the Call-off Terms and Conditions.

# Supplier Order Form Signature Panel

The "Supplier"			
Name of Supplier:	Trustmarque Solutions Ltd		
Name of Supplier Authorised Signatory:	[REDACTED]		
Job Title of Supplier Authorised Signatory:	[REDACTED]		
Contact Details Email Address:	[REDACTED]		
Contact Details Phone Number:	[REDACTED]		
Address of Supplier:	Westminster Place, York Business Park, Nether Poppleton, York, YO26 6RW		
Signature of Authorised Signatory:	[REDACTED]	Date of Signature:	[REDACTED]

# Approved Organisation Order Form Signature Panel

The "Approved Organisation"			
Name of Approved Organisation:	NHS Business Service Authority		
Name of Approved Organisation Authorised Signatory:	[REDACTED]		
Job Title of Approved Organisation Authorised Signatory:	[REDACTED]		
Contact Details Email Address:	[REDACTED]		
Contact Details Phone Number:	[REDACTED]		
Address of Approved Organisation:	Stella House, Goldcrest Way, Newburn Riverside Business Park, Newcastle upon Tyne NE15 8NY		
Signature of Approved Organisation Authorised Signatory:	[REDACTED]	Date of Signature:	[REDACTED]

Please Note: Each Party's respective Authorised Signatory above shall also be that Party's authorised representative for the purposes of Clause 21.2 of Schedule 2 of the Call-off Terms and Conditions in respect of any variations to the Call-off Contract during its Term.

Subject to the Parties complying with Clause 28 (Assignment, novation and Sub-contracting) of Schedule 2 of the Call-off Terms and Conditions, this Order Form shall remain in force regardless of any change of organisational structure to the above named Approved Organisation or Supplier and shall be applicable to any successor organisations as agreed by both Parties.

As per the Framework Agreement, the Supplier shall forward a copy of the jointly signed Order Form to the Authority by no later than 5 (five) Business Days of it being executed.

# Agreement

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## 1. Agreement Overview

This Order Form represents an agreement between the Parties listed above pursuant to the Framework Agreement listed above for the provision of Goods and/or Services as outlined below. This Order Form in conjunction with the Call-off Terms and Conditions outlines the parameters for the provision of Goods and/or Services as they are mutually understood by the Parties.

The Framework Agreement terms and conditions (including the Specification) will apply in all instances, unless specifically agreed otherwise by both Parties within this Order Form.

## 2. Stakeholders

The primary stakeholders from the Supplier and the Approved Organisation will be responsible for the day-to-day management of the Call-off Terms and Conditions, this Order Form and the delivery of the Goods and/or Services. If different from the Authorised Signatory details listed on page 1 of this Order Form, please provide the names of the Contract Managers associated with this Order Form.

Supplier Call-off Contract Manager Details:	
Supplier Call-off Contract Manager:	[REDACTED]
Supplier Call-off Contract Manager contact details:	[REDACTED] [REDACTED]
Approved Organisation Contract Manager Details:	
Approved Organisation Call-off Contract Manager:	[REDACTED]
Approved Organisation Call-off Contract Manager contact details:	[REDACTED] [REDACTED]

## 3. Periodic Review

In accordance with Clause 15.1 of the Call-off Terms and Conditions, this Order Form is valid from the **Commencement Date** outlined herein and is valid until the **Expiry Date** (as set out above) as agreed. This Order Form should be reviewed as a minimum once per financial year; however, in lieu of a review during any period specified, the current Call-off Terms and Conditions and Order Form will remain in effect.

## 4. Requirements

### A. Services to be Provided

Please detail the Services, where applicable, that will be provided, where and by when, by the Supplier to the Approved Organisation or include an attachment with full details.

[REDACTED]
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Services by Suppliers, the following information is required. If the Supplier Sub-contracts any of its obligations under this Order Form and Call-Off Contract, every act or omission of the Sub-contractor shall for the purposes of this this Order Form and Call-Off Contract be deemed to be the act or omission of the Supplier and the Supplier shall be liable to the Approved Organisation as if such act or omission had been committed or omitted by the Supplier itself.

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#### F. Policies

Please list and provide links to/copies of all policies with which the Supplier is required to comply.

Not applicable.

#### G. Leases or Licences

Where applicable, please detail any leases or licences to be provided by either Party to the other.

Not applicable

#### H. Special Terms

The Parties hereby acknowledge that Special Terms:

- may only be proposed for inclusion by the Approved Organisation;
- can be applied solely to enhance or augment existing provisions within the Call-off Terms and Conditions; and
- must not substantially alter or vary the Call-off Terms and Conditions, in order for this Order Form and Call-off Contract to remain compliant with the Public Contracts Regulations 2015.

Not Applicable

Please insert any applicable Special Terms below.

### I. Charges

Standard Supplier pricing and rates (the Contract Price) are included within the Commercial Schedule in and represents the maximum that can be charged. Please detail all discounts, volume arrangements or variations in relation to the standard rates. The Contract Price of the Goods and/or Services are to be included below, or detailed as a separated attachment.

Is the Contract Price agreed to be subject to indexation (see Schedule 12 of the Framework Agreement)?

N

### J. Confidential Information

Please detail all information relevant to this Order Form and the Call-off Terms and Conditions which either Party considers to be treated as Confidential Information.

### K. Complaints/Escalation Procedure

As per the Framework Agreement, the Supplier shall inform the Authority of all complaints. Please detail the Approved Organisation's additional requirements regarding complaints.

Not Applicable.

### L. Limit of Liability

Please populate the limit of liability values

### M. Management Information (MI)

In addition to the management information required by the Authority under the Framework Agreement, the Supplier shall provide to the Approved Organisation the following Management Information at the frequency outlined.

Not applicable.

### N. Invoicing

Please detail all specific invoicing requirements here.

The Approved Organisation shall provide the Supplier with a Purchase Order (PO) that includes a reference to the Call-Off Contract and the Framework Agreement to which this Order Form relates.

Payment shall be all of the Charges in advance.

### O. Exit Requirements

Please include details of any exit requirements with which the Supplier is required to comply.

Not applicable.

### P. Termination

Please detail specific termination provisions here.

No further provisions to be added to the existing Call-Off Contract terms.

## 6. Other Specific Requirements

### Detailed Requirements

Please list all detailed requirements or include an attachment with full details.

Not Applicable

**PLEASE NOTE:**

**In accordance with Clause 8.4 of Schedule 13 of the Framework Agreement, by no later than five (5) Business Days following the execution of an Order Form by the Approved Organisation and the Supplier, the Supplier shall send a copy of the executed version of the Order Form to the Authority's Contract Manager..**

**All Goods and/or Services provided by the Supplier without an Approved Organisation's jointly signed Order Form is entirely at the Supplier's risk.**

## Appendix 1 – Data Protection Protocol

Not used.

