

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)



Crown
Commercial
Service

Digital Outcomes and Specialists 5 (RM1043.7)

Framework Schedule 6 (Order Form)

Version 2

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Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

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Order Form

Call-Off Reference: C43704

Purchase Order Reference: 600201891.

Call-Off Title: NHS Digital Productivity_Robotic Process Automation

Call-Off Contract Description: Developing a comprehensive national guidance and assurance checklist for safe adoption of Robotic Process Automation (RPA) across health and care sectors

The Buyer: The National Health Service Commissioning Board, known as 'NHS England' (on behalf of NHSX)

Buyer Address: Quarry House, Quarry Hill, Leeds, West Yorkshire, LS2 7UE

The Supplier: Atos

Supplier Address: 71 High Holborn, London, WC1V 6QS

Registration Number: 01245534

DUNS Number: 229500657

SID4GOV ID: [Insert if known]

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 26 November 2021

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

Call-Off Lot

Lot 1: Digital Outcomes

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) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:

Joint Schedules for RM1043.7

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors) [**Optional**]
- Joint Schedule 7 (Financial Difficulties) [**Optional**]
- Joint Schedule 8 (Guarantee) [**Optional**]
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data) RM1043.7
- Joint Schedule 12 (Supply Chain Visibility) [**Optional**]

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- Call-Off Schedules for RM1043.7
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery) [**Optional**]
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 15 (Call-Off Contract Management) [**Optional**]
 - Call-Off Schedule 20 (Call-Off Specification)

5 CCS Core Terms (version 3.0.9)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

7 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.

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: All material and artefact developed as part of this contract is the property of NHSX and shall transfer all artefact to the NHSX team before the end of contract.

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Call-Off Start Date: 01/11/2021

Call-Off Expiry Date: 21/01/2022

Call-Off Initial Period: 3 Months

Call-Off Optional Extension Period: 1 Month

Minimum Notice Period for Extensions: 1 Month

Call-Off Contract Value: £75,800.00

Call-Off Deliverables

Key Deliverables:

1. The **guidance** is divided into three main sections. Each will be divided into more subsections.

Below is the list of documents, but are not limited to:

- a. Understand RPA & Automation (What is RPA? Explaining different types of automation, 'How to get it right' documents, Why a blended team approach, Why need governance)
- b. Develop RPA (A guide to good practice to include Cyber security, Clinical safety, Interoperability, Quality management, Technical requirement for RPA, National standards for RPA)
- c. Adopt RPA & Automation (buyer's guide in health and care, understanding quality, safety and interoperability, Guid to use RPA in different areas in public sector, Guideline for procurement and assessing supplier's capability, Preparing workforce)

2. The **assurance checklist** is divided into 6 section:

- a. Clinical safety (DCB 0129 and 0160)
- b. Data protection and cyber security- including 'authentication token terms and conditions of use and the computer misuse Act 1990"
- c. Technical security
- d. RPA as Medical device
- e. Interoperability
- f. Usability (specific for cloud-based software)



Proposal

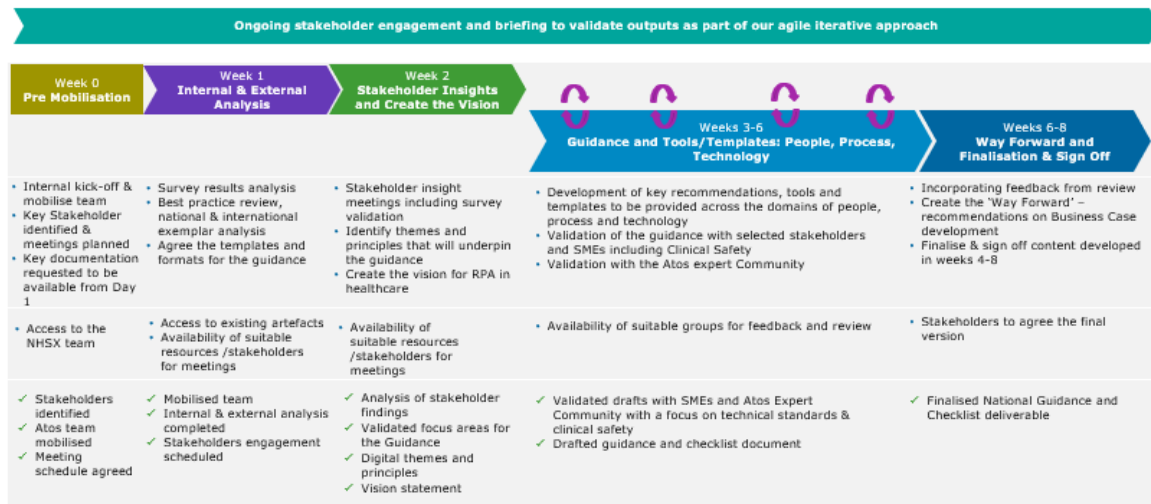
Submission_Atos.pdf



Document

1_C43704_Request for

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Week 0: Pre-Mobilisation

Week 1: Mobilisation, Internal & External Analysis

Week 2-3: Stakeholder Insights and Create the Vision

Week 3-6: People, Process, Technology

Week 6-8: Way Forward and Finalisation/Sign Off of the Guidance

Buyer's Standards

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification).

The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

All material and artefact developed as part of this contract is the property of NHSX and shall transfer all artefact to the NHSX team before the end of contract.

Cyber Essentials Scheme

Cyber Essentials – as a minimum requirement

Maximum Liability

The limitation of liability for this Call-Off Contract is 150% of the Estimated Year 1 Charges.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £75,800.00.

Call-Off Charges

Fixed Price

The estimated maximum value of his SOW (irrespective of the selected charging method) is £75,800.00

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Reimbursable Expenses

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)]



Call Off Schedule 5 -
Annex 1 - NHS Englan

Payment Method

The payment method for this Call-Off Contract is BACS

Buyer's Invoice Address

NHS ENGLAND - X24 PAYABLES
PHOENIX HOUSE
TOPCLIFFE LANE
WAKEFIELD
WF3 1WE
UNITED KINGDOM



Invoice Address -
NHSE - X24.pdf

NHS England will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to NHS England must ensure Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules) Comparable payment provisions apply to the payment of their sub-contractors and the

sub-contractors of their sub-contractors. General requirements for an invoice for NHS England include:

- A description of the goods/services supplied is included.
- NHS England's reference number/Purchase Order number is included.
- The Supplier will be expected to submit all invoices via NHS England's e-Invoicing platform in accordance with e-Invoicing guidance.

- Useful Link at: <https://tradeshift.com/supplier/nhs-sbs/>

Buyer's Authorised Representative

Dr Maddy Borhani

Assistant Director of Programmes – Digital Productivity

Mission 5 - NHSX

maddy.borhani@nhsx.nhs.uk

Buyer's Environmental Policy

<https://www.gov.uk/government/publications/environmental-and-sustainability-policy>

Buyer's Security Policy

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[Government security - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

Supplier's Authorised Representative

Stuart Michie



HLS Programme Director



71 High Holborn, London, WC1V 6QS – UK

Supplier's Contract Manager

Andy Fitt



71 High Holborn, London, WC1V 6QS – UK

Progress Report Frequency

Weekly

Progress Meeting Frequency

Weekly

Key Staff

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Key Subcontractor(s)

Not Applicable

Commercially Sensitive Information

Identity of professional staff and skills experience

Fee rates for professional staff

Total price for the proposal

Atos IT Services Methodology and Tools

Balanced Scorecard

Not applicable

Material KPIs

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard):

Key Performance	Metric	Measurement
Project Governance	Timely and accurate highlight reports detailing status, progress against timeline, dependencies, risks, issues and tracking against budget	<ul style="list-style-type: none"> Weekly
	Maintenance of plan	<ul style="list-style-type: none"> Weekly
	Participation at regular stand ups and update meetings with team leadership	<ul style="list-style-type: none"> Weekly Good input in update/discussions
Stakeholder management	Attendance and presenting at key stakeholder meetings, including preparing papers in advance. NHS stakeholders include: NHSE/I, BSA, and NHSD	<ul style="list-style-type: none"> Weekly / monthly attendance Preparedness for meeting Good input in update/discussions Quality of materials
	Developing and maintaining relationships with key suppliers and stakeholders	<ul style="list-style-type: none"> Feedback from key suppliers and stakeholders on the good relationship

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Collaboration	Collaborative approach with suppliers and stakeholders to ensure co-design and sharing of expertise and knowledge	<ul style="list-style-type: none"> Evidence of participation in the network, and input and feedback regarding specs
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Additional Insurances

Not applicable

Guarantee

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)]

Statement of Works

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

Stuart Michie



HLS Programme Director

M:+44 7890528329

stuart.michie@atos.net

71 High Holborn, London, WC1V 6QS – UK

For and on behalf of the Buyer:

Signature:

Name: Adrian Snarr

Role: Director of Financial Control

Date: DocuSigned by:



17F29B60E0CF430...

Full Name: adrian snarr

Job Title/Role: director of financial control

Date: 22/2/22

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Appendix 1

			
Document	Proposal	Document	C43704_NHS Digital
1_C43704_Request for Submission_Atos.pdf	2_C43704_Pricing Schedule	3_C43704_Order Form Template	4_C43704_Call-Off Schedules

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Annex 1

Data Processing

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 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:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority] <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier] <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together] <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the Controller, • Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller, • [Insert the scope of other Personal Data provided by one Party]

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	<p>who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</p> <p>[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	<p>[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> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment 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: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students/ pupils, members of the public, users of a particular website etc.]
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	[Describe how long the data will be retained for, how it be returned or destroyed]