



Technology Services 2 Agreement RM3804
Framework Schedule 4 - Annex 1

Order Form

In this Order Form, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions), Framework Schedule 1 or the relevant Call Off Schedule in which that capitalised expression appears.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of the Call Off Contract for the duration of the Call Off Period.

The Call Off Terms, referred to throughout this document, are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3804>

Section A General information

This Order Form is issued in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

Customer details
Customer organisation name NHS Digital
Billing address Health and Social Care Information Centre (known as NHS Digital) T56 Payables A125 Phoenix House Topcliffe Lane Wakefield WF3 1WE VAT Registration No.: 6544 344 35
Customer representative name REDACTED
Customer representative contact details REDACTED



Supplier details
Supplier name Deloitte LLP
Supplier address 1 New Street Square London EC4A 3BZ
Supplier representative name REDACTED
Supplier representative contact details REDACTED
Order reference number PRJ_2049

Section B Overview of the requirement

Framework Lot under which this Order is being placed <i>Tick one box below as applicable (unless a cross-Lot Further Competition)</i>	Customer project reference
1. TECHNOLOGY STRATEGY & SERVICES DESIGN <input type="checkbox"/>	PRJ_2049
2. TRANSITION & TRANSFORMATION <input type="checkbox"/>	Call Off Commencement Date 10/06/2019
3. OPERATIONAL SERVICES <input checked="" type="checkbox"/>	
4. PROGRAMMES & LARGE PROJECTS	
a. OFFICIAL <input type="checkbox"/>	
a. SECRET (& above) <input type="checkbox"/>	

Call Off Contract Period (Term)
A period which does not exceed the maximum durations specified per Lot below:

Lot	Maximum Initial Term – Months (Years)	Extension Options – Months (Years)	Maximum permissible overall duration – Years (composition)
1	24 (2)	-	2
2	36 (3)	-	3
3	36 (3)	-	5



4	60 (5)	12 + 12 = 24 (1 + 1 = 2)	7 (5+1+1)
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Call Off Initial Period Months
24

Call Off Extension Period (Optional) Months
12

Minimum Notice Period for exercise of Termination Without Cause: 30
(Calendar days)

Additional specific standards or compliance requirements

The following provisions in relation to the Processing of Personal Data shall replace Clause 23.6 (Protection of Personal Data) of the Call Off Contract:

23.6. Data Protection

23.6.1 Where any Personal Data are Processed in connection with the exercise of the Parties' rights and obligations under this Call Off Contract, the Parties acknowledge that the Supplier shall be acting as a Processor on behalf of the Customer as the Controller. The only Processing that the Supplier is authorised to do is listed in Clause 23.6.13 and may not be determined by the Supplier. The Controller could be the Customer and/or other parties and therefore all references to the Customer in this Clause 23.6 shall be interpreted to extend to any other Controller as if they were a party to this Call Off Contract.

23.6.2 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Customer, include:

23.6.2.1 a systematic description of the envisaged Processing operations and the purpose of the Processing;

23.6.2.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Services;

23.6.2.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

23.6.2.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

23.6.3 The Supplier shall, and shall procure that its agents, Sub-Processors and employees shall:

23.6.3.1 Process the Personal Data only in accordance with instructions from the Customer (which may be specific instructions or instructions of a general nature as set out in this Call Off Contract, or as otherwise notified by the Customer to the Supplier in writing from time to time) and Clause 23.6.13, unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before Processing the Personal Data unless prohibited by Law;

23.6.3.2 notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Laws;

23.6.3.3 ensure that at all times it has in place appropriate technical and organisational measures (which are consistent with Article 32 of the GDPR) to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction, or damage to the Personal Data, such measures to ensure a level of security commensurate with the risks associated with the



Processing, and including the measures set out in this Clause 23.6, having taken account of the:

- (a) nature of the data to be protected;
- (b) harm that might result from a Personal Data Breach;
- (c) state of technological development; and
- (d) cost of implementing any measures;

23.6.3.4 notify the Customer immediately upon becoming aware of a Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the Customer with sufficient information to meet any obligations to report a Personal Data Breach under the Data Protection Laws. Such notification shall as a minimum:

- (a) describe the nature of the Personal Data Breach, the categories and numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned;
- (b) communicate the name and contact details of the data protection officer or other relevant contact from whom more information may be obtained;
- (c) describe the likely consequences of the Personal Data Breach; and
- (d) describe the measures taken or proposed to be taken to address the Personal Data Breach;

23.6.3.5 co-operate with the Customer and take such reasonable steps as are directed by the Customer to assist in the investigation, mitigation and remediation of a Personal Data Breach;

23.6.3.6 not disclose the Personal Data to any Supplier Personnel unless necessary for the provision of the Services;

23.6.3.7 other than where specifically authorised under this Call Off Contract, not appoint any third-party sub-contractor to Process the Personal Data ("**Sub-Processor**") without the prior written consent of the Customer. In all cases where a Sub-Processor is appointed:

- (a) the contract between the Supplier and the Sub-Processor shall include terms which are substantially the same as those set out in this Clause 23.6;
- (b) the Supplier shall provide the Customer with such information regarding the Sub-Processor as the Customer may reasonably require;
- (c) the Supplier shall remain fully liable to the Customer for any failure by a Sub-Processor to fulfil its obligations in relation to the Processing of any Personal Data; and
- (d) the use of the Sub-Processor shall be otherwise in accordance with Clause 23.6.4;

23.6.3.8 take reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need to access the relevant Personal Data, as strictly necessary to perform the Services in the context of that individual's duties to the Supplier, and ensure that the Supplier Personnel:



- (a) are aware of and comply with the Supplier's obligations under this Clause 23.6 together with any obligations pertaining to confidentiality or data protection which are set out in this Call Off Contract;
- (b) are subject to confidentiality undertakings or other contractual or professional or statutory obligations of confidentiality;
- (c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Call Off Contract; and
- (d) have undergone adequate training in the use, care, protection and handling of Personal Data;

23.6.3.9 notify the Customer immediately if it receives:

- (a) from a Data Subject (or third party on their behalf):
 - (i) a Data Subject Access Request (or purported Data Subject Access Request);
 - (ii) a request to rectify any inaccurate Personal Data;
 - (iii) a request to have any Personal Data erased or blocked;
 - (iv) a request to restrict the Processing of any Personal Data;
 - (v) a request to obtain a portable copy of Personal Data, or to transfer such a copy to any Third Party; or
 - (vi) an objection to any Processing of Personal Data;
- (b) any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data under this Call Off Contract;
- (c) a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (d) any other request, complaint or communication relating to either Party's obligations under the Data Protection Laws;

(each a "**Relevant Communication**").

23.6.3.10 taking into account the nature of the Processing, provide the Customer with full cooperation and assistance (within the timescales reasonably required by the Customer, and in any case within sufficient time for the Customer to comply with any relevant timescales prescribed by the Data Protection Laws) in relation to any Relevant Communications (whether received by the Supplier or by the Customer directly) including by implementing such technical and organisational measures as may be reasonably required by the Customer and by promptly providing:

- (a) the Customer with full details and copies of the Relevant Communication (where received by the Supplier);
- (b) the Customer, on request by the Customer, with any Personal Data it holds in relation to a Data Subject; and



- (c) assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office;
- 23.6.3.11 allow for audits (including inspections) of its data Processing activity by the Customer or the Customer's mandated Auditor, and if requested by the Customer, provide a written description of the measures that it has taken and technical and organisational security measures in place, for the purpose of compliance with its obligations pursuant to this Clause 23.6 and provide to the Customer copies of all documentation relevant to such compliance including, protocols, procedures, guidance, training and manuals.
- 23.6.3.12 cease Processing the Personal Data immediately upon the earlier of the (i) termination or expiry of this Call Off Contract, or (ii) the cessation of the Services, and as soon as reasonably practicable thereafter, at the Customer's option, either return, or securely and irrevocably delete from its systems (so that such Personal Data cannot be recovered or reconstructed), the Personal Data and any copies of it or of the information it contains; and
- 23.6.3.13 designate a data protection officer if required by the Data Protection Laws.
- 23.6.4 The Supplier shall not Process or otherwise transfer, or permit the transfer, of any Personal Data in or to any Restricted Country without obtaining the prior written consent of the Customer (unless the transfer is required by EU or member state law to which the Supplier is subject, and if this is the case then the Supplier shall inform the Customer of that requirement before Processing the Personal Data, unless a Law prohibits such information being provided on important grounds of public interest).
- 23.6.5 In respect of any Processing in, or transfer of Personal Data to, any Restricted Country permitted in accordance with Clause 23.6.4, the Supplier shall, when requested by the Customer, promptly enter into an agreement with the Customer or any service recipient including or on such provisions as the Standard Contractual Clauses and/or such variation as a regulator or the Customer might require which terms shall, in the event of any conflict, take precedence over those in this Clause 23.6, and the Supplier shall comply with any reasonable instructions notified to it in advance by the Customer with respect to the transfer of the Personal Data;
- 23.6.6 Subject to the Customer providing the Supplier with all information reasonably required by the Supplier to comply with this Clause 23.6.6, create and maintain a register setting out:
 - 23.6.6.1 the types of Personal Data and categories of Data Subject whose Personal Data are Processed during the provision of the Services; and
 - 23.6.6.2 a general description of the technical and organisational security measures adopted by the Supplier to protect the Personal Data in accordance with Clause 23.6.3.3.
- 23.6.7 The Supplier shall use its reasonable endeavours to assist the Customer to comply with any obligations under the Data Protection Laws and shall not perform its obligations under this Call Off Contract in such a way as to cause the Customer to breach any of the Customer's obligations under the Data Protection Laws to the extent the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.



23.6.8 Both the Customer and the Supplier shall comply with their respective obligations under the GDPR in relation to this Call Off Contract, including by adhering to any relevant codes of conduct published pursuant to Article 40 of the GDPR.

23.6.9 Both the Customer and the Supplier shall comply with their respective obligations under any relevant law implementing or otherwise giving effect to the NIS Directive. In response to the obligations created by any law implementing or otherwise giving effect to the NIS Directive, the Customer may elect to produce a report setting out the steps to be reasonably followed by both parties in relation to their compliance with the NIS Directive in the context of the Services, and the Supplier shall comply with the terms of any such report.

23.6.10 Notwithstanding any other provision in this Call Off Contract relating to amendments or variations to this Call Off Contract, the Customer may, at anytime on not less than 30 Working Days' notice, revise this Clause 23.6 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Call Off Contract).

23.6.11 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend this Call Off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

23.6.12 If following the date of this Call Off Contract:

23.6.12.1 any codes of practice, codes of conduct, regulatory guidance, standard clauses and any other related laws arising from the GDPR or from the NIS Directive are published; or

23.6.12.2 the UK ceases to be a Member State of the European Union, then the Customer may require the Supplier to take such further reasonable actions, or enter into such further contractual terms, in each case as necessary to take account of these developments.

23.6.13 The table below sets out the agreed description of the Processing being undertaken in connection with the exercise of the Parties' rights and obligations under this Call Off Contract. The Supplier shall comply with any further written instructions with respect to Processing given by the Customer and any such further instructions shall be incorporated into this table:

Description	Details
Subject matter of the Processing	Not applicable. No data processing involved.
Duration of the Processing	Not applicable. No data processing involved.
Nature and purposes of Processing	Not applicable. No data processing involved.
Type of Personal Data	Not applicable. No data processing involved.
Categories of Data Subjects	Not applicable. No data processing involved.
Plan for return of the data once the Processing is complete unless requirement under union or member state law to preserve that type of data	Not applicable. No data processing involved.

Within the scope of the Call Off Contract, the following clauses shall be added to the Call Off Terms:



19.7 IR 35

11.7.1 This Call-Off Agreement constitutes a contract for the provision of goods and/or services. Where the Supplier (or its Sub-Contractors) have included one or more people that are non-permanent members of staff that are not on the Supplier's (or its Sub-Contractors') payroll ("**Contractor(s)**") to fulfil its service obligations under this Call-Off Agreement, the Supplier shall be fully responsible for and shall indemnify the Customer for:

- (a) any proceedings, claims or demands by any third party (including specifically, but without limitation, HMRC and any successor, equivalent or related body pursuant to the IR35 legislation and/or any of the provisions of any income tax regulations);
- (b) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the services or any payment or benefit received by the Contractor in respect of the services, where such recovery is not prohibited by law; and
- (c) all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Customer in connection with or in consequence of any such liability, deduction, contribution, assessment or claim.

11.7.2 The Customer may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Supplier.

11.7.3 The Supplier warrants that it is not, nor will it prior to the cessation of this Call-Off Agreement, become a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

11.7.4 The Supplier shall monitor the provision of the services and notify the Customer where it considers that the activity of the Customer may impact the Supplier's (or its Sub-Contractors') IR35 assessment in relation to the Contractors.

35.5 Corporate Social Responsibility Conduct and Compliance

35.5.1 The Customer applies corporate and social responsibility values to its business operations and activities which are consistent with the Government's corporate social responsibility policies, including, without limitation, those policies relating to anti-bribery and corruption, health and safety, the environment and sustainable development, equality and diversity.

35.5.2 The Supplier represents and warrants that it:

- (a) complies with all CSR Laws;
- (b) requires its Sub-Contractors and any person under its control, to comply with all CSR Laws; and
- (c) has adopted a written corporate and social responsibility policy that sets out its values for relevant activity and behaviour (including, without limitation, addressing the impact on



employees, clients, stakeholders, communities and the environment by the Supplier's business activities).

35.5.3 The Supplier shall notify the Customer in the event that its corporate and social responsibility policies conflict with, or do not cover the same subject matter in an equivalent level of detail as is in, the CSR Policies.

35.6 Modern Slavery

35.6.1 The Supplier represents and warrants that at the Call Off Commencement Date neither the Supplier, nor any of its officers, employees:

- (a) have been convicted of any offence involving slavery and human trafficking; and
- (b) having made reasonable enquiries, so far as it is aware, have been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

35.6.2 The Supplier shall implement due diligence procedures for its Sub-Contractors and other participants in its supply chains to ensure that there is no slavery or human trafficking in its supply chains.

35.6.3 The Supplier shall prepare and deliver to the Customer each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

23.6A. Cyber Security Requirements

The Supplier warrants and represents that it has complied with and throughout the Call Off Contract Period will continue to comply with the Cyber Security Requirements.

22.2A. Grant of licences by the Supplier

Notwithstanding any other clause in this Call Off Contract, the Parties agree that any licence granted pursuant to clause 22.2 (*Licences granted by the Supplier: Specially Written Software and Project Specific IPR*) shall be done so on terms no less favourable to the Customer than those set out by clause 22.2 (*Licences granted by the Supplier: Specially Written Software and Project Specific IPR*) of the template Call Off Contract attached to the Framework Agreement, unless expressly agreed otherwise by the Customer.

36.2.A Assignment and Novation

The Customer may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Call Off Contract and/or any associated licences to the Department of Health, NHS England and / or any Central Government Body and the Supplier shall, at the Customer's request, enter into a novation agreement in such form as the Customer shall



reasonably specify in order to enable the Customer to exercise its rights pursuant to this Clause 46C (Assignment and Novation).

46D. Execution and Counterparts

This Call Off Contract may be executed in counterparts, each of which when executed shall constitute an original but all counterparts together shall constitute one and the same instrument. Execution of this Call Off Contract may be carried out in accordance with EU Directive 99/93 (Community framework for electronic signatures) and the Electronic Communications Act 2000, and in such situation, this Call Off Contract shall be formed on the date on which both Parties have communicated acceptance of its terms.

The following definitions shall be added to Schedule 1 (Definitions) to the Call Off Contract:

"Competent Authority" means the public authority(ies) or similar regulatory authority(ies) designated as being competent by the UK Government to be responsible for the implementation of the NIS Directive and ensuring compliance with its provisions;

"Controller" or **"Data Controller"** has the meaning given to it in the Data Protection Laws;

"CSR Laws" means Laws relating to corporate social responsibility issues (e.g. anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity), including but not limited to the Modern Slavery Act 2015, the Public Services (Social Value) Act 2012, the Public Contracts Regulations 2015 and Article 6 of the Energy Efficiency Directive 2012/27/EU, from time to time in force;

"CSR Policies" means the Customer's policies, including, without limitation, anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity, and any similar policy notified to the Supplier by the Customer from time to time, and **"CSR Policy"** shall mean any one of them;

"Customer Personal Data" means the Personal Data supplied by the Customer to the Supplier for purposes of, or in connection with, this Call Off Contract.

"Cyber Security Requirements" means:

- a) compliance with the IG Toolkit or any replacement of the same; and
- b) any other cyber security requirements relating to the Services notified to the Supplier by the Customer from time to time;

"Data Protection Impact Assessment" means an assessment by the Customer of the impact of the envisaged processing on the protection of Personal Data;

"Data Protection Laws" means applicable legislation protecting the fundamental rights and freedoms of individuals, in respect of their right to privacy and the processing of their personal data, as amended from time to time, including, Regulation (EU)_2016/679, 'the General Data



Protection Regulation' ("**GDPR**") and the Data Protection Act 2018) and the Privacy and Electronic Communications Regulations 2003, together with decisions, guidelines, guidance notes and codes of practice issued from time to time by courts, data protection authorities and other applicable Government authorities;

"**Data Subject**" has the meaning given to it in the Data Protection Laws;

"**Data Subject Access Request**" means a request made by a Data Subject in accordance with rights granted pursuant to the Data Protection Laws to access his or her Personal Data;

"**IG Toolkit**" means the Department of Health's information governance toolkit, which includes the policies and standards required by the Department of Health, and which can be accessed from <https://www.igt.hscic.gov.uk/>, as may be amended by the Customer or the Department of Health from time to time;

"**NIS Directive**" means the Network and Information Security Directive (EU/2016/1148) and all implementing legislation passed by the UK Government and guidelines, guidance notes, codes of practice and codes of conduct issued from time to time by a Competent Authority;

"**Personal Data**" has the meaning given to it in the Data Protection Laws, and applies to personal data which is Processed by the Supplier or any Sub-Contractor on behalf of the Customer or a Central Government Body pursuant to or in connection with this Call Off Contract;

"**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed;

"**Process**" has the meaning given to it in the Data Protection Laws, and "**Processed**" and "**Processing**" shall be construed accordingly;

"**Reportable Incident**" shall have the meaning given to it in the NIS Directive;

"**Restricted Country**" means any country which is not (i) a member of the European Economic Area; (ii) the United Kingdom; (iii) deemed adequate by the European Commission pursuant to article 25(6) of Directive 95/46/EC or article 45(3) of the General Data Protection Regulation;

"**Standard Contractual Clauses**" means the standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of protection as set out in Commission Decision C (2010) 593 and reference to the standard contractual clauses shall be to the clauses as updated, amended, replaced or superseded from time to time by the European Commission; and

"**Sub-Processor**" has the meaning given to it in Clause 23.6.3.7.



Where the Supplier is required to comply with the Customer's ICT Policy and Security Policy then append to this Order Form as a clearly marked document

As per the documents embedded below:

Security Policy	Standards
REDACTED	REDACTED

Security Management Plan

As per Clause 4 of Call Off Schedule E, the Supplier shall provide their Security Management Plan which will be inserted here.

REDACTED

Section C Customer Core Services Requirements

Please provide details of all Services required including the locations where the Supplier is required to provide the Services Ordered.

Services

Specification: As set out in pages 11 to 20 of the Invitation to Tender document embedded below.	Supplier's Tender response: As per the document embedded below.
REDACTED	REDACTED

1 The following requirements shall take priority above all terms, conditions and specifications set out in this Call Off Contract (including without limitation any embedded documents and terms), and the Supplier shall ensure that the software licences meet and conform with the following requirements:

1.1 The Customer shall be entitled, free of charge, to sub licence the software to any contractor and/or Sub-Contractor of the Customer who is working towards and/or is providing services to the Customer.

1.2 The Customer's role as national information and technology partner to the NHS and social care bodies involves the Customer buying services for or on behalf of the NHS and social care entities. Nothing in the licences for any of the software shall have the effect of restricting the Customer from discharging its role as the national information and technology partner for the health and care system, which includes the ability of the Customer to offer software and services to the NHS and social care entities. Specifically, any software licensing clause prohibiting 'white labelling', 'provision of outsourcing services' or similar, shall not be interpreted as prohibiting the Customer's services.



1.3 The Customer shall be entitled to deploy the software at any location from which the Customer and/or any contractor and/or Sub-Contractor of the Customer is undertaking services pursuant to which the software is being licenced.

1.4 Any software licenced to the Customer on a named user basis shall permit the transfer from one user to another user, free of charge provided that the Supplier is notified of the same (including without limitation to a named user who is a contractor and/or Sub-Contractor of the Customer).

1.5 The Supplier shall ensure that the Customer shall be entitled to assign or novate all or any of the software licences free of charge to any other central government entity, by giving the licensor prior written notice.

1.6 The Supplier shall notify the Customer in advance if any software or service permits the Supplier or any third-party remote access to the software or systems of the Customer.

1.7 Where the Supplier is responsible for the calculation of the appropriate number of users for software, and it is later shown there is a shortfall of licences, the Supplier shall be responsible for all costs of the Customer.

Location/Site(s) for provision of the Services

The Authority's premises in Leeds and/or Exeter.



Additional Clauses (see Annex 3 of Framework Schedule 4)

Those Additional Clauses selected below shall be incorporated into this Call Off Contract

Applicable Call Off Contract Terms

Tick any applicable boxes below

A: SERVICES - Mandatory

Lot 3 (Lot 4a + 4b where Lot 3 services are included)

A: PROJECTS - Optional

Lots 1 and 2

A1: Testing

A2: Key Personnel

B: SERVICES - Optional

Lots 3 and 4a and 4b

B1: Business Continuity and Disaster Recovery

B2: Continuous Improvement & Benchmarking

B3: Supplier Equipment

B4: Maintenance of the ICT Environment

B5: Supplier Request for Increase of the Call Off Contract Charges

B6: Indexation

B7: Additional Performance Monitoring Requirements

Optional Clauses

Can be selected to apply to any Order

Tick any applicable boxes below

C: Call Off Guarantee

D: Relevant Convictions

E: Security Requirements

F: Collaboration Agreement
Where required please complete and append to this Order Form as a clearly marked document (see Call Off Schedule F)

G: Security Measures

H: MOD Additional Clauses

Alternative Clauses

To replace default English & Welsh Law, Crown Body and FOIA subject base Call Off Clauses

Tick any applicable boxes below

Scots Law Or

Northern Ireland Law

Non-Crown Bodies

Non-FOIA Public Bodies

Collaboration Agreement (see Call Off Clause F)

Organisations required to collaborate (Collaboration Suppliers)
N/A

An executed Collaboration Agreement shall be delivered from the Supplier to the Customer within the stated number of Working Days from the Call Off Commencement Date *insert right*
OR

N/A



An executed Collaboration Agreement from the Supplier has been provided to the Customer and is attached to this Order Form.



tick box (right) and append as a clearly marked complete document

Licensed Software Where Software owned by a party other than the Customer is used in the delivery of the Services list product details under each relevant heading below

Not Applied.

Supplier Software

Click here to enter text.

Third Party Software

Click here to enter text.

Include license or link in Call Off Schedule 3

Customer Property

Items licensed by the Customer to the Supplier (including any Customer Software, Customer Assets, Customer System, Customer Background IPR and Customer Data)

List below if applicable (see Call Off Clause 21)

Not anticipated to apply.

Call Off Contract Charges and Payment Profile

Include Charges payable by the Customer to the Supplier (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)

REDACTED

Charges and invoicing arrangements for requirements arising during the Term of the Contract shall be agreed via the Commissioning Process. Daily Rates shall not exceed those submitted by the Supplier in their Tender response, which is embedded above.

Undisputed Sums Limit (£)

£100,000

Insert right (see Call Off Clause 31.1.1)

Delay Period Limit (calendar days)

30

Insert right (see Call Off Clause 5.4.1(b)(ii))

Estimated Year 1 Call Off Contract Charges (£)

Will be dependent on first year requirements, which at this stage are not known in their entirety.

Enhanced Insurance Cover

Where a specific Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Schedule 14 please specify below

Click here to enter text.

Third Party Public Liability Insurance (£)



Professional Indemnity Insurance (£)

[Click here to enter text.](#)

Transparency Reports (see Call Off Clause 23.4)

If required by the Customer populate the table below to describe the detail (titles are suggested examples)

Not Applied

Title	Content	Format	Frequency
[Performance]			
[Call Off Contract Charges]			
[Key Sub-Contractors]			
[Technical]			
[Performance management]			

Quality Plans (see Call Off Clause 7.2)

Time frame for delivery of draft Quality Plans from the Supplier to the Customer – from the Call Off Commencement Date (Working Days)

20

Implementation Plan

Time frame for delivery of a draft Implementation Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days)

20

BCDR (see Call Off Clause B1)

An executed BCDR Plan from the Supplier is required prior to entry into the Call Off

As per Call Off Clause B1, the Supplier shall provide their Business Continuity Management Plan which is inserted here.

REDACTED

OR

Time frame for delivery of a BCDR Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days)

[Click here to enter text.](#)

Disaster Period (calendar days)

[Click here to enter text.](#)

Supplier Equipment (see Call Off Clause B3)

X - Service Failures (number)
Where applicable insert right

2

Y – Period (Months)
Where applicable insert right

12

Key Personnel & Customer Responsibilities (see Call Off Clause A2)



The Parties will, acting reasonably, agree any Key Personnel and Customer Responsibilities (if required) during implementation.

Key Personnel

List below or append as a clearly marked document to include Key Roles

[Click here to enter text.](#)

Customer Responsibilities

List below or append as a clearly marked document

[Click here to enter text.](#)

Relevant Conviction(s)

Where applicable the Customer to include details of Conviction(s) it considers relevant to the nature of the Services.

[Click here to enter text.](#)

Appointment as Agent (see Call Off Clause 19.5.4)

Not Applied

Specific requirement and its relation to the Services

[Click here to enter text.](#)

Other CCS framework agreement(s) to be used

[Click here to enter text.](#)

SERVICE LEVELS AND SERVICE CREDITS (see Part A of Call Off Schedule 3)

Service Levels

The Parties will, acting reasonably, agree service levels and service credits as part of the commissioning process.

Critical Service Level Failure (see Call Off Clause 9)

Agree and specify the metrics for Critical Service Level Failures in the marked areas below

The Parties will, acting reasonably, agree Critical Service Level Failures as part of the commissioning process.

In relation to **[specify the relevant Service Level]** a Critical Service Level Failure shall include a delay in producing **[specify the relevant Deliverable]** ordered by the Customer in excess of twenty-four (24) hours more than once in any **[three (3) Month]** period or more than three (3) times in any rolling twelve (12) Month period.

In relation to **[specify the relevant Service Level]** a Critical Service Level Failure shall include a loss of **[specify the relevant Availability]** during core hours (08:00 – 18:00 Mon – Fri excluding bank holidays) to the **[specify the relevant Service]** for more than twenty four (24) hours accumulated in any **[three (3) Month]** period, or forty eight (48) hours in any rolling twelve (12) Month period.

The number of Service Level Performance Criteria for the purpose of Call Off Clause 8.6 shall be **[specify number]**.



Service Credits

Formula for calculation

$x\%$ (Service Level Performance Measure) - $x\%$ (actual Service Level performance) = $x\%$ of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer

Worked example:

98% (e.g. Service Level Performance Measure requirement for Service Level Performance Criterion of accurate and timely billing to Customer) - 75% (e.g. actual performance achieved against this Service Level Performance Criterion in a Service Period) = 23% of the Call Off Contract Charges payable to the Customer as Service Credits to be deducted from the next Valid Invoice payable by the Customer

Service Credit Cap

In the period from the Call Off Commencement Date to the end of the first Call Off Contract Year 100% of the Estimated Year 1 Call Off Contract Charges; and

during the remainder of the Call Off Contract Period, 100% of the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the period of twelve (12) Months immediately preceding the Month in respect of which Service Credits are accrued.

Additional Performance Monitoring Requirements

Technical Board (see paragraph 2 of Call Off Schedule B7) – where required

Not Applied.

Required Members			
Job Title	Name	Location	Frequency

Time frame in which the Technical Board shall be established – from the Call Off Commencement Date (Working Days) *Where applicable insert right*

Section D Supplier response

Suppliers - use this section to provide any details that may be relevant in the fulfilment of the Customer Order

Commercially Sensitive information

Any information that the Supplier considers sensitive for the duration of an awarded Call Off Contract

No Commercially Sensitive information indicated by the Supplier.



Total contract value

Please provide the total contract value (for the Call Off Initial Period) as detailed in your response to the Customer's statement of requirements

Total contract value is dependent on requirements over the term, which at this stage are not known in their entirety.



Section E Call Off Contract award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of this Order Form and the Call Off Terms (together referred to as “the Call Off Contract”) for the duration of the Call Off Contract Period.

SIGNATURES

For and on behalf of the Supplier

Name	REACTED
Job role/title	REACTED
Signature	REACTED
Date	REACTED

For and on behalf of the Customer

Name	REACTED
Job role/title	REACTED
Signature	REACTED
Date	REACTED