

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

Order Form

CALL-OFF REFERENCE: C32812

THE BUYER: Health and Social Care Information Centre (known as NHS Digital)

BUYER ADDRESS 7&8 Wellington Place, Leeds, West Yorkshire, LS1 4AP

THE SUPPLIER: Insight Direct (UK) Ltd

SUPPLIER ADDRESS: 5th Floor, Metro Building, Trafford Road, Salford, M5 3NN

REGISTRATION NUMBER: 02579852

DUNS NUMBER: 769387739

SID4GOV ID: 208171

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 18th June 2021.

It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

CALL-OFF LOT(S):

- Lot 3 Software & Associated Services

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 and Interpretation) RM6068
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6068

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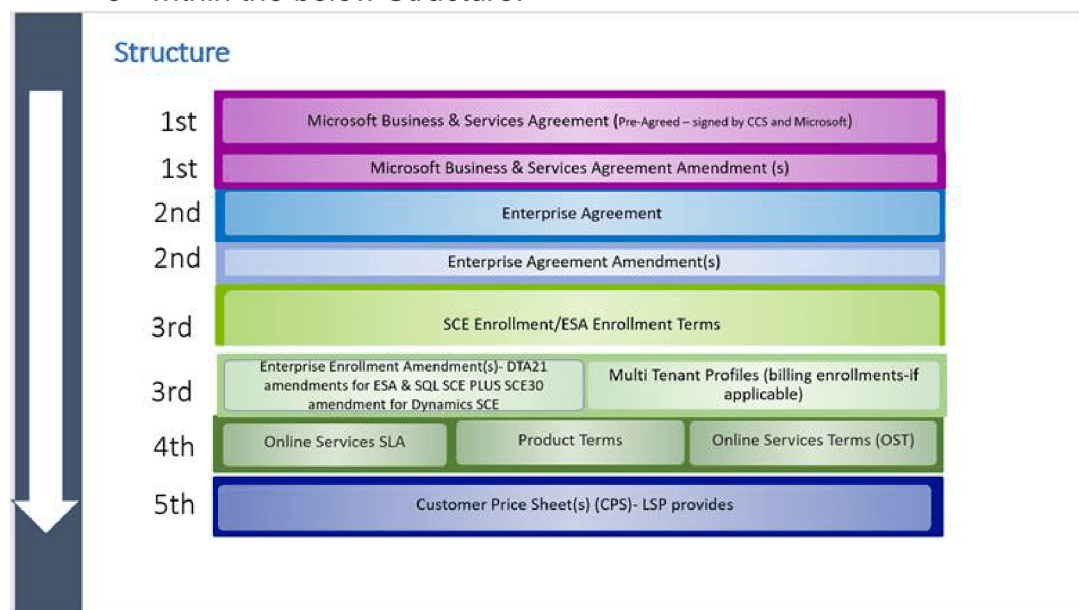
- Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for C32812
4. CCS Core Terms (version 3.0.6)
 5. Joint Schedule 5 (Corporate Social Responsibility) RM6068

No other Supplier terms (with exception to the below Contract Stack) 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.

For the licensing agreements being Supplied under this Call-Off Contract, the below “Contract Stack” between Microsoft and the Supplier will apply and flow down to the Buyer.

In the event of conflicts between the Terms and Conditions of this Call-Off Contract and the below agreements listed, the order of precedence of the below structure will apply.

- This Call-Off Contract will sit alongside the “Customer Price Sheet” situated 5th within the below Structure.



CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1: **Cyber Security Requirements**

The following wording shall be included as a new Clause 3.4 of the Core Terms of the Call-Off Contract:

The Supplier warrants and represents that it has complied with and throughout the Contract Period will continue to comply with the Cyber Security Requirements. The “**Cyber Security Requirements**” means:

- a) compliance with the data security and protection toolkit (DSP Toolkit), an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian’s 10 data security standards and supports key requirements of the GDPR, which can be accessed from <https://www.dsptoolkit.nhs.uk/>, as may be amended or replaced by the Buyer or the Department of Health and Social Care from time to time;
- b) such requirements as are identified by the Buyer in its Security Policy (if applicable); and
- c) any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from time to time;

Special Term 2: **Supplier Staff**

The following wording shall be included as a new Clause 7.6 of the Core Terms of the Call-Off Contract:

- 7.6 Notwithstanding that Call-Off Schedule 9 (Security) has not been incorporated into this Order Form under the section headed “CALL-OFF INCORPORATED TERMS”, paragraph 3.4.3 of Part B of Call-Off Schedule 9 (Security) shall apply to this Order Form in any event.

Special Term 3: **Intellectual Property Rights (IPRs)**

Clause 9.1 of the Core Terms of the Call-Off Contract – Delete this Clause and replace with:

- 9.1. Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier’s Existing IPR to enable it to:
- receive and use the Deliverables
 - make use of the deliverables provided by a Replacement Supplier
 - develop and provide products and services to third parties

Special Term 4: **Execution and Counterparts**

The following wording shall be included as new Clause 36 of the Core Terms of the Call-Off Contract:

36 Execution and Counterparts

- 36.1 This Call-Off Contract may be executed in any number of counterparts (including by electronic transmission), each of which when executed shall constitute an

original but all counterparts together shall constitute one and the same instrument.

36.2 Execution of this Call-Off Contract may be carried out in accordance with the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 (SI 2016/696) and the Electronic Communications Act 2000. In the event each Party agrees to sign this Call-Off Contract by electronic signature (whatever form the electronic signature takes) it is confirmed that this method of signature is as conclusive of each Party's intention to be bound by this Call-Off Contract as if signed by each Party's manuscript signature. In such situation, this Call-Off Contract shall be formed on the date on which both Parties have electronically signed the Call-Off Contract as recorded in the Buyer's electronic contract management system.

CALL-OFF START DATE: **26th May 2021**

CALL-OFF EXPIRY DATE: **25th May 2024**

CALL-OFF INITIAL PERIOD: **3 Years**

CALL-OFF OPTIONAL EXTENSION PERIOD **None**

CALL-OFF DELIVERABLES

The below table outlines the product licensing required for the first year of the agreement. However, these products and quantities are subject to change over the Call-Off Contract term, based upon usage/need of the Buyer's user-base, with further orders to be placed upon contract anniversary and on an ad-hoc basis.

| Product Description | Licence Metric | Licence Type | SKU |
|--|----------------|--------------|-----------|
| SQL Server CAL | Per User | Subscription | 359-05814 |
| SQL Server Enterprise [REDACTED] | Per Core | Subscription | 7JQ-00663 |
| SQL Server Standard | Per Server | Subscription | 228-10025 |
| SQL Server Standard [REDACTED] | Per Core | Subscription | 7NQ-00476 |
| Visual Studio Enterprise Subscription with MSDN | Per User | Subscription | MX3-00116 |
| Core Infrastructure Server Suite Datacenter [REDACTED] | Per Core | Subscription | 9GS-00134 |
| Core Infrastructure Server Suite Datacenter [REDACTED] | Per Core | Subscription | 9GS-00129 |
| Core Infrastructure Server Suite Standard [REDACTED] | Per Core | Subscription | 9GA-00312 |
| Core Infrastructure Server Suite Standard [REDACTED] | Per Core | Subscription | 9GA-00309 |

The above table is not restrictive to what may be purchased under this Call-Off Contract, and any product/service provided by Microsoft may be purchased under this Call-Off Contract.

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Examples of the additional purchases outside of the SCE agreement may include products such as Bing Maps and services such as Microsoft Premier Support and others relating to Microsoft Azure.

LOCATION FOR DELIVERY

Electronic delivery of order confirmations to techservices.mgmtoffice@nhs.net and licence confirmations to the Buyer's Microsoft VLSC account.

DATES FOR DELIVERY OF THE DELIVERABLES

Electronic confirmations to be delivered within 1 week of purchase orders being issued to Supplier.

TESTING OF DELIVERABLES

None

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be as per the term of licensing and services purchased under this Call-Off Contract.

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 is **£1,585,511.62**

CALL-OFF CHARGES

The below table outlines the product licensing required for the first year of the agreement. However, these products and quantities are subject to change over the Call-Off Contract term, based upon usage/need of the Buyer's user-base, with further orders to be placed upon contract anniversary and on an ad-hoc basis.

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The above table is not restrictive to what may be purchased under this Call-Off Contract, and any product/service provided by Microsoft may be purchased under this Call-Off Contract.

Examples of the additional purchases outside of the SCE agreement may include (but are not restricted to) products such as Bing Maps, as well as services relating to Microsoft Azure and others such as Microsoft Premier Support.

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 a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Supplier to be paid via BACS within 30 calendar days of the Buyer receiving a valid invoice.

Any queries regarding outstanding payments should be directed to NHS Digital's Accounts Payable section by email at Sbs-w.payables@nhs.net.

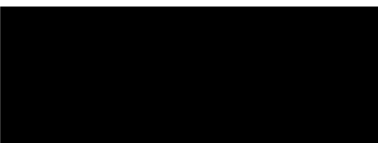
Invoices should clearly quote the purchase order number, be addressed to NHS Digital, T56 Payables A125, Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE and be sent as a PDF attachment by email to the following email address; sbs.invoicing@nhs.net (one invoice per PDF) and emails must not exceed 10Mb and quote, 'T56 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.

BUYER'S INVOICE ADDRESS:

NHS Digital
T56 Payables A125
Phoenix House
Topcliffe Lane
Wakefield
WF3 1WE

Refer to "Payment Method" for details on electronic invoicing.

BUYER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S AUTHORISED REPRESENTATIVE





SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT FREQUENCY

To be agreed between Buyer and Supplier following award of the Call-Off Contract.

PROGRESS MEETING FREQUENCY

To be agreed between Buyer and Supplier following award of the Call-Off Contract.

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

All pricing within this call off is classed as Commercially Sensitive.

SERVICE CREDITS

Not Applicable

ADDITIONAL INSURANCES

Not Applicable

GUARANTEE

Not Applicable

SOCIAL VALUE COMMITMENT

Not Applicable

BUYER CORE GOODS AND/OR SERVICES REQUIREMENTS

Goods and/or Services

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

- 1.2 The Buyer's role as national information and technology partner to the NHS and social care bodies involves the Buyer 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 Buyer from discharging its role as the national information and technology partner for the health and care system, which includes the ability of the Buyer 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 Buyer's services.
- 1.3 The Buyer shall be entitled to deploy the software at any location from which the Buyer and/or any contractor and/or sub-contractor of the Buyer is undertaking services pursuant to which the software is being licenced.
- 1.4 Any software licenced to the Buyer on a named users 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 Subcontractor of the Buyer).
- 1.5 The Supplier shall ensure that the Buyer 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 Buyer in advance if any software or service permits the Supplier or any third party remote access to the software or systems of the Buyer.
- 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 Buyer.
- 1.8 The Supplier shall present license permutations to help the Buyer optimise licencing and cost benefits to support annual renewals and new purchasing requirements throughout the term.
- 1.9 The Supplier is responsible for notifying the Buyer in a timely advanced manner of any commitment dates/deadline to ensure the Buyer takes full advantage of any opportunities available.
- 1.10 The Buyer requires the ability to report on licence usage/consumption, in order to plan for potential true-ups/downs on licensing volumes for the following anniversary order, or for identifying when ad-hoc orders may need to be raised throughout the contract term.

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| For and on behalf of the Supplier: | | For and on behalf of the Buyer: | |
|------------------------------------|------------|---------------------------------|---------------------|
| Signature: | | Signature: | |
| Name: | | | |
| Role: | | | |
| Email: | | | |
| Date: | 21/06/2021 | Date: | 2 2 / 0 6 / 2 0 2 1 |