Software Infrastructure	Tick boxes
Enterprise Architecture Tools	
Architecture Tools	N
Intelligent Business Process Management Suites	
Business Process Management	N
Architecture Tools	N
Discovery / Search	N
Frameworks, Languages, & Libraries	Y
Identity & Access Management	Y
Non-Relational Databases	Y
Performance & Availability Monitoring	Y
Relational Databases	N
Server Technology	Y
Server/Desktop OS	Y
Serverless	Y
Source Code Management	Y
Storage	Y
Virtualisation & Containerisation	Y
Visualisation Tools	N
Web Analytics	N

Annex 3: Call-Off Schedule 20 – EPIC Template

New Work Request process

The Buyer's New Work Request (NWR) process is the mechanism through which it is commissioned to undertake run, maintain, and change work. NWRs can be submitted from both within NHSD and by external parties such as NHSX.

Before being accepted into the Buyer's back log a NWR must completed the Buyer's approvals process consisting of the following key stages:

- Registration
- Elaboration and scope confirmation
- Impact assessment to identify (at a high level) resource implication, delivery and maintenance cost and development timescales
- Requester approval to agree:
    - Scope
    - Cost
    - Delivery timescales
- Financial approval to ensure that budget is available
- Platforms Directorate approval to add to the backlog

In the context of this call-off contract it is the responsibility of the Buyer's Spine Core Product Owner to prioritise and actively manage the demographic product backlog. Items in the product backlog will be prioritised according to their user value, strategic alignment, and service enhancement potential.

Using the Buyer's agile delivery approach once accepted onto its demographic work programme each deliverable will be broken down into epics and then where appropriate into stories, tasks etc. However, acceptance onto the Buyer's demographic work programme does not guarantee delivery of agreed outcomes if there is need to accommodate other higher priority outcomes within the Buyer's finite delivery capability/capacity. In addition, where appropriate the Buyer will always focus on the delivery of a Minimum Variable Product.

Annex 4: Call-Off Schedule 20 – Product Backlog Item List

The Buyer's demographic data improvement work programme Product Backlog will be developed and managed by the Buyer and Supplier as part of this call-off contract.

Annex 5: Call-Off Schedule 20 – Resource Profile

Although rates will be commercially evaluated on the basis of a sample profile, the listing below is intended to provide the Supplier with an initial idea. It is not intended, at this level, to be definitive (individual Statements of Work should be more specific in this regard).

DDaT Cluster	Role Family	Approx. No
Data	Data Engineer	0
Data	Data Scientist	0
Data	Performance Analyst	0
IT Ops	Business Relationship Manager	0
IT Ops	Change and Release Manager	0
IT Ops	Command and Control	0
IT Ops	Applications Operations	0
IT Ops	Engineer End User	0
IT Ops	Engineer Infrastructure	0
IT Ops	Incident Manager	0
IT Ops	IT Service Manager	0
IT Ops	Problem Manager	0
IT Ops	Service Desk Manager	0
IT Ops	Service Transition Manager	0
Product Delivery	Business Analysis	0
Product Delivery	Delivery	3 or less
Product Delivery	Product Manager	3 or less
QAT	QAT Analyst	3 or less
QAT	Test Engineer	0
QAT	Test Manager	0
Technical	Data Architect	0
Technical	DevOps	0
Technical	Infrastructure Engineer	3 or less
Technical	Network Architect	0
Technical	Security Architect	0
Technical	Software Developer	3 or less
Technical	Technical Architect	0
User Centred Design	Content Designer	0
User Centred Design	Graphic Interaction Designer	0

User Centred Design	Service Designer	3 or less
User Centred Design	Technical Writer	0
User Centred Design	User Researcher	3 or less
No DDaT Cluster Mapping	Cyber Security	0

Call-Off Schedule 23 (Health Additional Call-Off Terms)

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Buyer Software"	means any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Medical Devices"	means any Deliverable that falls under the definition of a Medical Device in accordance with guidance published by the Medicines and Healthcare Products Regulatory Agency;
"Open Source Software"	means computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
"Source Code"	means computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Specially Written Software"	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this

	Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR; and
"Third Party Body"	has the meaning given to it in paragraph 6.1.

2. Additional Warranties

2.1 The Supplier represents and undertakes to the Buyer that all Deliverables will meet the Buyer's acceptance criteria, as defined in each Statement of Work.

2.2 The Supplier undertakes to maintain all interface and interoperability between Third Party Software or services and Specially Written Software as required for the performance of the Services or delivery of any Deliverables.

2.3 The Supplier undertakes and warrants that it has or shall procure all consents, registrations, approvals, licences and permissions relating to Medical Devices as recommended or stipulated by any materials published by the Medicines and Healthcare Products Regulatory Agency.

3. Additional Intellectual Property Terms

3.1 The Supplier grants to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, assign, sub-license, adapt, commercially exploit or otherwise deal with any of the Supplier's Existing IPR and any Third Party IPR to the extent necessary to enable the Buyer to obtain the full benefits of ownership of any New IPRs. The Supplier shall procure that such licence shall permit subsequent sub-licensees to sub-license the Existing IPR and Third Party IPR on the same terms and subject to the same restrictions as under this paragraph to enable each further subsequent sub-licensee to obtain the full benefits of any New IPRs that are sub-licensed to them.

3.2 In respect of all Government Data, the Authority shall be the owner of all such Government Data and any Existing IPR and New IPR in such Government Data and any modifications, updates and amendments in relation to the same. The Supplier may not assign, license or otherwise deal with any Government Data or IPRs in such Government Data without the Authority's specific written consent.

3.3 The Supplier may only use its Existing IPR or any Third Party IPR in any New IPR if the Buyer has given its written consent in advance.

3.4 The Supplier may only use Open Source Software in any New IPR if the Buyer has given its written consent in advance.

3.5 The Supplier shall ensure that all New IPR, Existing IPR and Third Party IPR licensed or assigned to the Buyer is able to be assigned, novated or otherwise transferred to:

3.5.1 any other Central Government Body, NHS England, NHS Improvement, DHSC or any other Crown Body or any public or private sector body which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer; or

3.5.2 any other public or private body.

3.6 Unless otherwise agreed by the Parties in writing, the Supplier shall ensure that all computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is suitable for publication by the Buyer as Open Source and based on Open Standards (where applicable), and the Buyer may, at its sole discretion, publish the same as Open Source.

4. Document and Source Code Management Repository

4.1 The Parties shall work together to ensure that there is appropriate IPR asset management. Where the Supplier is working on the Buyer's system the Supplier shall comply with the Buyer's IPR asset management approach and procedures. Where the Supplier is working on the Supplier's system it will ensure that it maintains its IPR asset management procedures in accordance with Good Industry Practice. Records and documentation associated with IPR asset management shall form part of the Deliverables associated with any Specially Written Software or New IPR.

4.2 The Supplier shall comply with any reasonable instructions given by the Buyer as to where it will store Documentation and Source Code, both finished and in progress, during the term of this Call-Off Contract, and at what frequency/intervals.

4.3 The Supplier shall ensure that all items that are uploaded to any repository contain sufficient detail, code annotations and instructions so that a third-party developer with the relevant technical abilities within the applicable role would be able to understand how the item was created and how it works together with the other items in the repository within a reasonable timeframe.

4.4 The Supplier shall maintain a register of all Open Source Software used in the provision of the Deliverables in accordance with its IPR asset management obligations under this Contract.

4.5 The Supplier shall provide the Buyer with a copy of the IPR asset management information relating to the Deliverables on request by the Buyer, in a standard portable machine readable format.

5. Escrow – NOT USED AT CALL-OFF START DATE

5.1 The Supplier shall on request from the Buyer within 20 Working Days after the Start Date, deposit the Source Code of software that is the Supplier's Existing IPR or Third Party IPR in escrow with the National Computing Centre on their standard terms.

5.2 The Supplier shall ensure that the deposited version of the Source Code is the current version of the Software and that the deposited version is kept up to date as the Software is modified or upgraded. The Buyer shall pay the deposit and maintenance fees under the escrow agreement and the Supplier shall pay the release fees under the escrow agreement.

5.3 Where the Supplier is unable to procure compliance with the provisions of paragraph 5.1 in respect of any Third Party IPR, it shall provide the Buyer with written evidence of its inability to comply with these provisions and shall agree with the Buyer a suitable alternative to escrow that affords the Customer the nearest equivalent protection. The Supplier shall be excused from its obligations under paragraph 5.1 only to the extent that the parties have agreed on a suitable alternative.

5.4 In circumstances where the Buyer obtains the release of the Source Code from escrow, the Supplier hereby grants to the Buyer (on behalf of itself and the Replacement Supplier) a perpetual, assignable, royalty-free and non-exclusive licence to use, support, modify and enhance the Source Code version of the software to the extent necessary for the receipt of the Deliverables or any replacement services.

6. Information Sharing By the Buyer

6.1 The Supplier shall, if requested by the Buyer, provide such management information as is provided under Call-Off Schedule 15A (Health Supplier and Contract Management) to another Buyer or to any Central Government Body, whose role it is to analyse such management information in accordance with UK government policy (to include, without limitation, for the purposes of analysing public sector expenditure and planning future procurement activities) (**"Third Party Body"**). The Supplier confirms and agrees that the Buyer may itself provide the Third Party Body with management information relating to the Deliverables, any payments made under this Contract, and any other information relevant to the operation of this Contract.

6.2 Upon receipt of management information supplied by the Supplier to the Buyer and/or the Third Party Body, or by the Buyer to the Third Party Body, the Parties hereby consent to the Third Party Body and the Buyer:

6.2.1 storing and analysing the management information and producing statistics; and

6.2.2 sharing the management information or any statistics produced using the management information with any other Buyer or Central Government Body.

6.3 If the Third Party Body and/or the Buyer shares the management information or any other information provided under paragraph 6.2, any Buyer or Central Government Body receiving the management information shall, where such management information is subject to obligations of confidence under this Contract and such management information is provided direct by the Buyer to such other Buyer or Central Government Body, be informed of the confidential nature of that information by the Buyer and shall be requested by the Buyer not to disclose it to any body that is not a Buyer or Central Government Body (unless required to do so by Law).

6.4 Without limitation, the following additional information may be shared by the Buyer with Third Party Bodies subject to the terms of this Paragraph 6:

6.4.1 the Buyer's requirements;

6.4.2 the Supplier's rate card and summary cost information;

6.4.3 the Buyer's spend information; and

6.4.4 the Supplier's registration information on the procurement platform used by the Buyer for the purposes of this Call-Off Contract.

7. Malicious Software

7.1 The Supplier shall, throughout the Call-Off Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.

7.2 If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.

7.3 Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 7.2 shall be borne by the Parties as follows:

7.3.1 by the Supplier, where the Malicious Software originates from the Supplier Software, the Third Party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and

7.3.2 by the Buyer, if the Malicious Software originates from the Buyer Software or the Government Data (whilst the Government Data was under the control of the Buyer).

8. Data Protection Impact Assessment Delivery and Assistance

8.1 Without limitation to the obligations as set out in Joint Schedule 11 (Processing Data) and the Order Form, the Supplier shall provide a draft DPIA prior to Contract Award for each Deliverable under the Contract.

8.2 The Supplier shall update the DPIA to be complete for the agreed Deliverables and meeting all Law, prior to the Start Date of the Contract. The Supplier shall be responsible for updating the DPIA at each material change of the Deliverables (including but not limited to each release of new software) and following any Variation.

9. Third Party Rights for a Public Sector Data Processing

9.1 Further to Clause 19, where in Joint Schedule 11 (Processing Data) there is a third-party public sector Controller listed, the named third party public sector Controller will have CRTPA rights in relation to Data Protection Legislation obligations, where the Buyer has indicated this should be the case in the Order Form.

9.2 Where the third party public sector Controller wishes to exercise its rights pursuant to paragraph 9.1, the Buyer shall notify the Supplier that the rights are to be exercised.

9.3 The enforcement rights granted by Clause 9.1 are subject to the following restrictions and qualifications:

9.3.1 the Parties may vary, terminate or rescind the Call-Off Contract without the consent of any third party; and

9.3.2 the Buyer may, as agent or trustee, enforce any term of the Call-Off Contract on behalf of another such relevant third party to whom rights have been granted.

10. Data Protection Indemnity