

**RM6100 Technology Services 3
Framework Schedule 4 Annex 1
Lot 1 Order Form**

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call-Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website. The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and Deliverables specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms.

This Order Form shall comprise:

This document headed "Order Form";
Attachment 1 – Services Specification;
Attachment 2 – Schedule of Processing, Personal Data and Data Subjects;
Attachment 3 – Transparency Reports; and
Annex 1 – Call-Off Terms and Additional Schedules and Alternative Clauses

The Order of Precedence shall be:

Section 1: the Framework, except Framework Schedule 18 (Tender);
Section 2: the Order Form and its Attachments and its Annexes (except Part 2 (Supplier's Tender) of Attachment 1);
Section 3: the Call-Off Terms;
Section 4: Framework Schedule 18 (Tender)
Section 5: Part 2 (Supplier's tender) of Attachment 1 to this Order Form.

Section A

General information

Contract Details

Contract Reference: C75290

Contract Title: Covid 19 and Related Programmes – Capability 1: Programme Leadership, Management & Support

Commencement Date: this should be the date of the last signature on Section D of this Order Form [Click here to enter text.](#)

Buyer details

Buyer organisation name

Health and Social Care Information Centre, known as NHS Digital

Billing address

Your organisation's billing address - please ensure you include a postcode
The Leeds Government Hub, 7&8 Wellington Place, Leeds, LS1 4AP.

Buyer representative name

The name of your point of contact for this Order

Buyer representative contact details

Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 34.2 of the Contract
commercial.operations@nhs.net

Buyer Project Reference

Please provide the customer project reference number.
C52851

Supplier details

Supplier name

The supplier organisation name, as it appears in the Framework Agreement
PA Consulting Services Limited

Supplier address

Supplier's registered address
10 Bressenden Place, London SW1E 5DN

Supplier representative name

The name of the Supplier point of contact for this Order

Supplier representative contact details

Email and telephone contact details of the supplier's representative

[REDACTED]

[REDACTED]

Order reference number or the Supplier's Catalogue Service Offer Reference Number

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.

P060581

Section B

Part 1 - The Services Requirement

Commencement Date

See above in Section A

Contract Period

2 years plus the option to extend for a further 6 months in accordance with paragraph 6.8 of Attachment 1.

Services

The Services shall consist of the Initial Services and any Additional Services.

Initial Services:

The “**Initial Services**” to be provided under this Contract are set out in Attachment 1 (Services Specification) and shall be provided by the Supplier from the Commencement Date. The Parties shall work together to review and formalise the Initial Services, including the applicable service management measurements, within the first three months of the Commencement Date. In the event the Parties agree that an amendment to the Initial Services is required, any such amendment shall be made in accordance with the variation procedure set out in clause 32. The Parties shall continue to review the Initial Services and applicable Deliverables during the monthly review meeting.

Additional Services:

At any point during the Contract Period, pursuant to paragraph 5 of Attachment 1, the Buyer may request the provision of additional services from the Supplier. Such additional services must be substantially similar to the Initial Services, but the Buyer may extend the settings and programmes that the additional services are provided in relation to cover other Covid 19 and related programmes (including, but not limited to, immunisation, Testing and Covid Pass) (the “**Additional Services**”). Such Additional Services shall be incorporated into the Call-Off Contract via the variation procedure set out in clause 32 and shall be added as a new ‘service annex’ of Attachment 1. As part of such variation procedure, the Parties shall consider and incorporate any necessary changes to Attachment 2 (Schedule of Processing, Personal Data and Data Subjects). .

Deliverables

means any deliverables provided by the Supplier to the Buyer in the provision of the Services.

Sites for the provision of the Services

The Supplier shall provide the Services and/or Deliverables from the following Sites:

Buyer Premises:

The location of the Services will be carried out in the Buyer's premises in London (20%), Leeds (20%) and through Homeworking (60%) with some travel expected to regional locations as required. All Supplier Personnel will be assigned a base location of either Leeds or London.

No travel expenses or subsistence payments will be due for travel to/from the Buyer's premises listed above, except when Supplier Personnel is required to travel to a Buyer's Premises which is not the base location of the person. All expenses will be subject to compliance with the Buyer's expenses policy set out in Appendix 1 of Part 1 of Attachment 1, which may be amended by the Buyer from time to time.

Supplier Premises:

The Supplier is permitted to use offshore resources in the following locations to provide elements of the Services:

Bulgaria

Resources in these locations are not permitted to have any access to, or to Process, any Personal Data or any production data and are not permitted to access any production and/ or live systems.

Third Party Premises:

Not applicable.

Additional Standards

See Clause 7 (Standards) and the definition of Standards in Schedule 1 of the Call-Off Terms.

Key Supplier Personnel

| Key Supplier Personnel | Key Role(s) | Duration (days) |
|------------------------|-------------|-------------------------|
| | | Length of Contract Term |
| | | Length of Contract Term |
| | | |

Buyer Property

Not applicable

Buyer Security Policy

The Security Policies the Supplier is required to comply with under this Contract are detailed in Section 15 of Attachment 1 Services Specification.

Buyer Enhanced Security Requirements

The Supplier warrants and represents that it and its Sub-Contractors have complied with and will continue to comply with the Cyber Security Requirements.

For the purposes of this section,

'Cyber Security Requirements' means:

- A. compliance with the DSP Toolkit or any replacement of the same; and
- B. any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from time to time; and

'DSP Toolkit' means the data security and protection 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;

Insurance

- Third Party Public Liability Insurance (£) – minimum limit of £5 million for each individual claim
- Professional Indemnity Insurance (£) - minimum limit of £5 million for each individual claim
- Employers' liability insurance (£) – minimum limit of £5 million indemnity
- Product liability insurance (£) – minimum limit of £5 million for each individual claim

Key Sub-Contractors

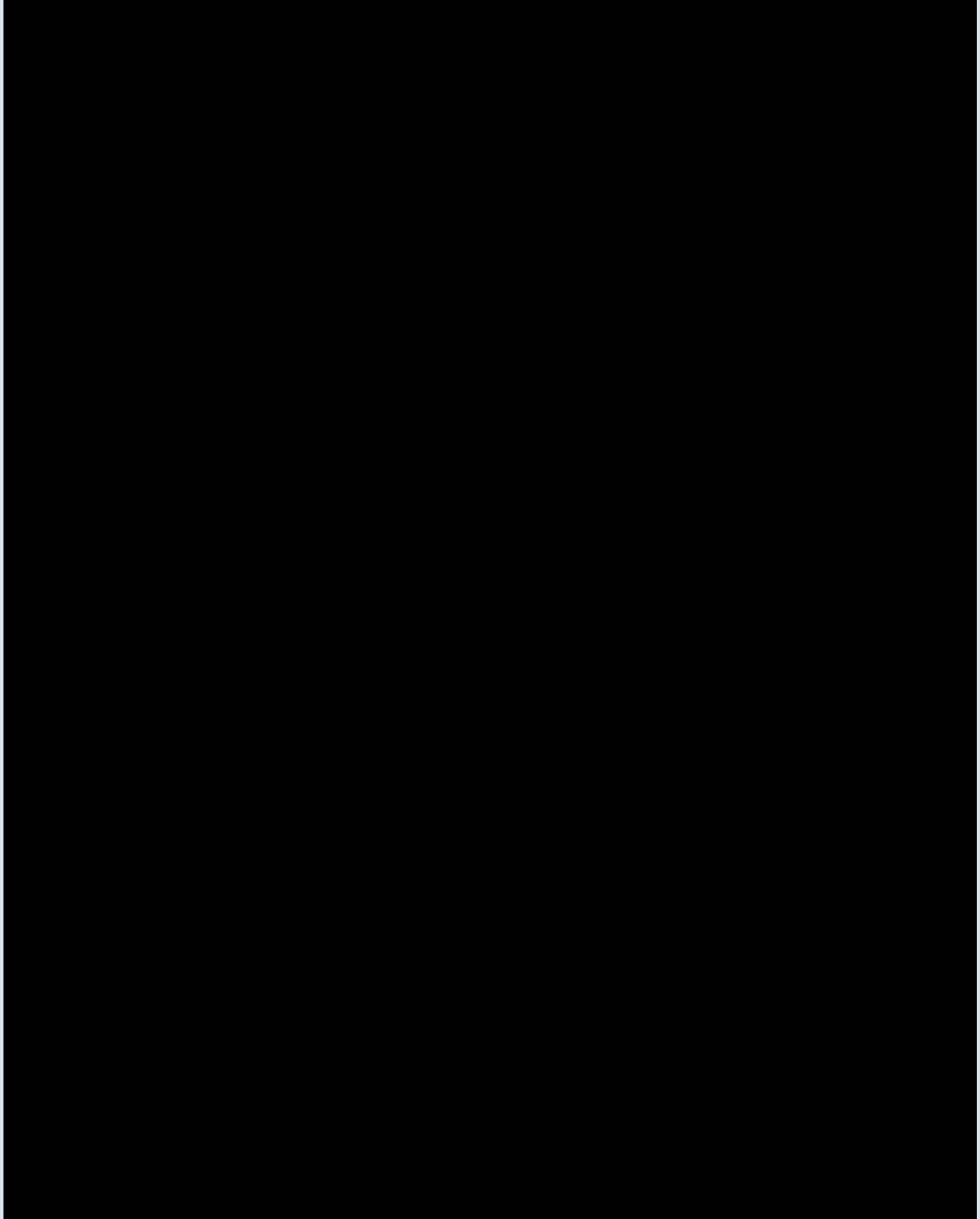


Part 2 – Charges, Payment and Invoicing

Contract Charges (excluding VAT)

The following rate cards shall apply to all Services provided under this Contract (all charges exclude VAT):

Onshore Rate Card



All Charges shall be payable by the Buyer in accordance with the Payment Profile set out below.

Expenses

1. Where travel and subsistence charges are payable in accordance with the 'Sites for the provision of the Services' section of this Order Form, any such costs shall be payable in line with the Buyer's expenses policy set out in Appendix 1 of Part 1 of Attachment 1 (which may be updated by the Buyer from time to time) and only where approved in advance in writing by the Buyer.
2. The Supplier's total claim for expenses under this Contract shall not exceed [REDACTED].

Payment Profile

The payment profile for this Contract is monthly in arrears. Unless otherwise agreed by the Parties, all Charges will be paid on a time and materials basis in accordance with the rate cards set out above.

Invoice Details

The Supplier will issue Electronic Invoices in accordance with the agreed Payment Profile.

All invoices must be sent to:

NHS Digital
T56 Payables A125
Phoenix House
Topcliffe Lane
Wakefield
WF3 1WE
United Kingdom
0303 123 1177

All invoices must include:

- a) the date of the invoice;
- b) a unique invoice number;
- c) the Service period or other period(s) to which the relevant Charge(s) relate;
- d) the correct reference for this Contract;
- e) the reference number of the purchase order to which it relates (if any);
- f) the dates between which the Services subject of each of the Charges detailed on the invoice were performed;
- g) a description of the Services provided;

- h) the pricing mechanism used to calculate the Charges (such as Guaranteed Maximum Price with Target Cost, Fixed Price, Time and Materials etc.);
- i) any payments due in respect of achievement of a milestone (if applicable);
- j) the total Charges gross and net of any applicable deductions and, separately, the amount of any reimbursable expenses properly chargeable to the Buyer under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same;
- k) details of any service credits or delay payments or similar deductions that shall apply to the Charges detailed on the invoice (if applicable);
- l) reference to any reports required by the Buyer in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the Supplier for validation by the Buyer, then to any such reports as are validated by the Buyer in respect of the Services);
- m) a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries;
- n) the banking details for payment to the Supplier via electronic transfer of funds (i.e. name and address of bank, sort code, account name and number); and
- o) where the Services have been structured into separate Service lines, the information at a) to n) of this paragraph **Error! Reference source not found.** shall be broken down in each invoice per Service line.

Method of Payment

The payment method for this Contract is BACS.

Contract Anticipated Potential Value: £25,000,000

Part 3 – Additional and Alternative Buyer Terms

Additional Schedules and Alternative Clauses (see Annex 1 of this Call Off Order Form).

Additional Schedules

| Additional Schedules | Tick as applicable |
|---|-------------------------------------|
| S1: Business Continuity and Disaster Recovery | <input checked="" type="checkbox"/> |
| S2: Continuous Improvement | <input checked="" type="checkbox"/> |
| S3: Supply Chain Visibility | <input checked="" type="checkbox"/> |
| S4: NHS Digital Provisions | <input checked="" type="checkbox"/> |

Where selected above the Additional Schedules set out in Annex 1 of this Call Off Order Form shall be incorporated into this Contract.

Alternative Clauses

The following Alternative Clauses will apply:

| Alternative Clauses | Tick as applicable |
|----------------------|--------------------------|
| Scots Law | <input type="checkbox"/> |
| Northern Ireland Law | <input type="checkbox"/> |

Where selected above the Alternative Clauses set out in Annex 1 of this Call Off Order Form shall be incorporated into this Contract.

Liability

The limitation of liability set out in Clause 12.1 of the Call-Off Terms shall be amended to read:

12.1.1 The Supplier's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) shall not exceed the greater of one million pounds (£1,000,000) (or such greater sum (if any) as may be specified in the Order Form) or one hundred and fifty per cent (150%) of the Charges paid and/or due to be paid in that Contract Year.

12.1.2 The Buyer's total aggregate liability in each Contract Year under this Contract (whether in tort, contract or otherwise) shall not exceed the greater of one million pounds (£1,000,000) (or such greater sum (if any) as may be specified in the Order Form) or one hundred per cent (100%) of the Charges paid and/or due to be paid in that Contract Year.

Termination for Convenience

The notice period for termination of convenience is set out in Clause 19.1 of the Call-Off Terms and states 30 Working Days. For the avoidance of doubt, pursuant to clause 19.7, the Buyer's right to terminate for convenience shall apply to the Contract and/or the Services in whole and in part.

Section C

Supplier response

Commercially Sensitive information

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*

Identity of professional staff and skills experience – 5 years from the Commencement Date
Fee rates for professional staff - 5 years from the Commencement Date

Section D

Contract award

This Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

SIGNATURES

For and on behalf of the Supplier

| | |
|----------------------|------------|
| Name | |
| Job role/title | |
| Supplier Signature | |
| | |
| Full Name: | |
| Job Title/Role: | |
| Date Signed: Date | 13/04/2022 |

For and on behalf of the Buyer

| | |
|----------------------|-----------------|
| Name | |
| Job role/title | |
| Buyer Signature | |
| | |
| Full Name: | |
| Job Title/Role: | |
| Date Signed: Date | 13th April 2022 |

Attachment 1 – Services Specification

Part 1: Vaccination

1. PURPOSE

In respect of COVID-19, the programme is wholly aligned to the global objectives set out by the World Health Organisation:

- Reduction of pressure on the healthcare system;
- Reduction of overall COVID-19 severity and mortality;
- Re-opening of society;
- Disease elimination.

Within the Tech & Data Programme this aligns directly with the Buyer's core mission to support the vaccination of the population for COVID-19 and flu to achieve the WHO objectives.

1.1 The Buyer's objectives translate directly into core products:

- Select – Identify and create population cohorts for eligibility
- Call/Recall – Invite and provide channel-based access to services
- Booking – Enable population self-service and supported access to services
- Capture – Facilitate the recording of clinical and supporting data for pathways
- Data Integration – Ensuring sharing of data to support ongoing clinical need

1.2 The deliverables associated with the Buyer's core products include:

- Define cohorts for vaccination, based on guidance from JCVI and NHS England on which groups are priority
- Provide a national booking service that enables people to book vaccination appointments through the NHS website, and staff at vaccination sites to manage and check-in people for appointments
- Continue to link national and local booking systems
- Coordinate and assure third party systems to capture and manage vaccination events
- Provide and/or manage data flows and make sure they are shared safely and appropriately
- Oversee the clinical safety, quality, and security of the solutions within each of the vaccination settings

- Improvement and optimisation of Services and associated data flows

2. WHAT WE ARE PURCHASING

The Supplier shall work collaboratively with the Buyer to lead in the delivery of the Vaccine programme, the wider Covid 19 programme(s) and future roadmap. This will predominantly be made up of a client side services, however the Buyer welcomes suggestions where the Supplier can own and lead on work in a fixed outcome / capacity model.

3. BACKGROUND TO THE CONTRACTING AUTHORITY

NHS Digital's vision is to improve health outcomes for people in England and equip health and care workers with user-centred, secure, open, interoperable and inclusive products and services. It is directed by NHS England and the Department of Health to deliver large-scale digital transformation programmes for the NHS; This includes developing and deploying new IT systems that are used every day by millions of patients and thousands of NHS professionals.

The NHS Product Development Directorate is a team of digital professionals who design, build and deliver new products and services that results in better care and improved health outcomes for people in England. NHS Digital works hand-in-hand with health tech innovators to foster digital knowledge across the health and care system – they design and build products to meet user needs. Their interoperable, valuable, usable evidence-based products and services empower patients to be in control of their own care and enable health and social care professionals to deliver world-class care.

3.1 Background to requirement of the Covid19 and Related Programmes and future ambition

The Covid19 and Related Programmes are led by NHS England and NHS Improvement. It involves departments across government, UK Health Security Agency, NHSX, DHSC, NHS Digital and other organisations across the health and care system.

The Covid19 and Related Programmes have introduced public facing services for managing large scale programmes. Whilst Part 1 of this Attachment focuses on COVID-19 and flu, the Buyer's ambition is to enhance these services to continue to cover COVID-19 but also other similar requirements in the future. Therefore, whilst COVID 19 and Flu are the continuing focus, the scope of the Services will extend to cover Additional Services. Wherever COVID-19 or Coronavirus is specifically referred to, this serves as to illustrate the more generic requirement covered by this Specification.

COVID-19 itself brings new challenges and needs. The Programme and services the Buyer has implemented continue to expand and offer a broadened offer which supports the effectiveness of COVID and Flu vaccine rollout.

3.2 The Buyer's People

The Buyer's team is committed to making sure the right data and technology solutions are in place for Covid19 and Related Programmes to be delivered safely and efficiently.

The NHS Digital team delivering the Tech & Data workstream is a blend of NHS Digital staff, Arm's Length Bodies, other NHS organisations such as CSU's and external supplier

resources. There is an integrated landscape of systems, national assets and technical capabilities employed to deliver one of the most successful programmes in the history of the NHS. The people who support this programme bring a diverse skillset and series of profession-based capabilities.

KEY PRINCIPLES

The service will:

- **Be inclusive by design** – ensuring that everyone who is eligible to use it, can access it in a way that meets their needs
- **Give citizens and staff a consistent experience** regardless of which channel they use to access the service
- **Scale through maturing present offering** before scaling to other vaccinations or service offerings
- **Continuously optimised to realise cost savings** with minimal impact on the value or experience of the service
- **Built from a modular architecture** that is flexible and scalable, to enable components to be reused across different services

3.3 Service Users

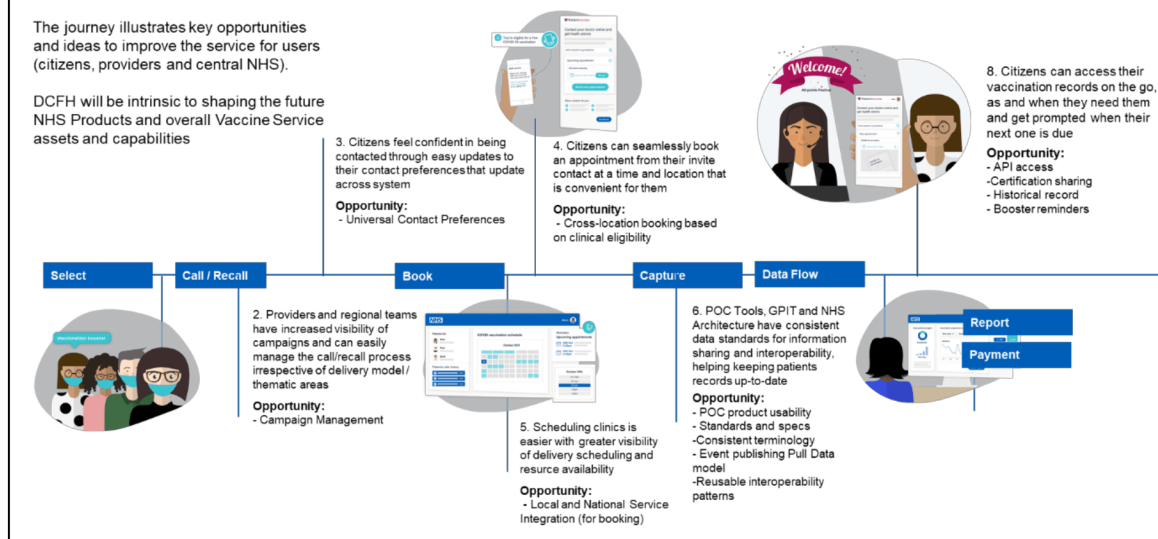
NHS Digital supports the Covid19 and Related Programmes through the provision of the Technology and Data (“T&D”) workstream. The NHS Digital T&D workstream provides the technology strategy, digital services and data flows that allow the identification and vaccination status of everyone receiving the vaccine to be available to anyone that requires it including:

- Those inviting people for vaccination
- Those administering the vaccine
- Those analysing the uptake and effectiveness of the vaccine
- Those receiving the vaccine
- At the point of care, enabling vaccinating teams to capture details about the person being vaccinated and the type of vaccination administered
- Data and data integration within the NHS to be able to identify, record, and transmit patient vaccination data across the health and care system

Bringing the Vision to life through the user journey

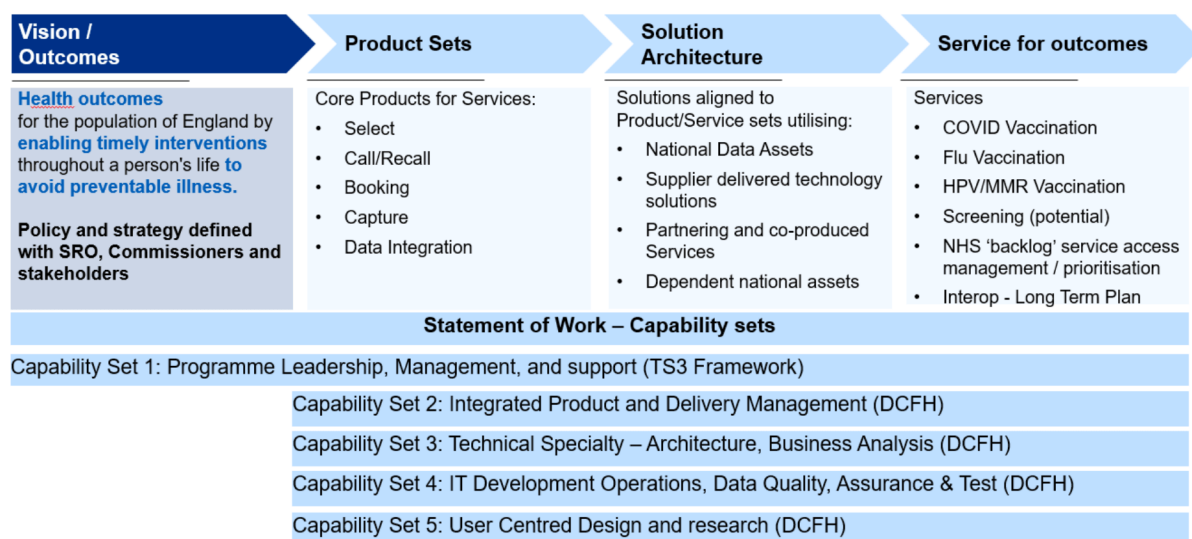
The journey illustrates key opportunities and ideas to improve the service for users (citizens, providers and central NHS).

DCFH will be intrinsic to shaping the future NHS Products and overall Vaccine Service assets and capabilities



3.4 Capabilities linked to outcomes

The capabilities required align directly with the overarching outcomes sought and the continued provision of core products, solutions and services.



3.5 The Buyer's core products for the services it delivers:

- Select – Identify and create population cohorts for eligibility
- Call/Recall – Invite and provide channel-based access to services
- Booking – Enable population self-service and supported access to services
- Capture – Facilitate the recording of clinical and supporting data for pathways

- Data Integration – Ensuring sharing of data to support ongoing clinical need

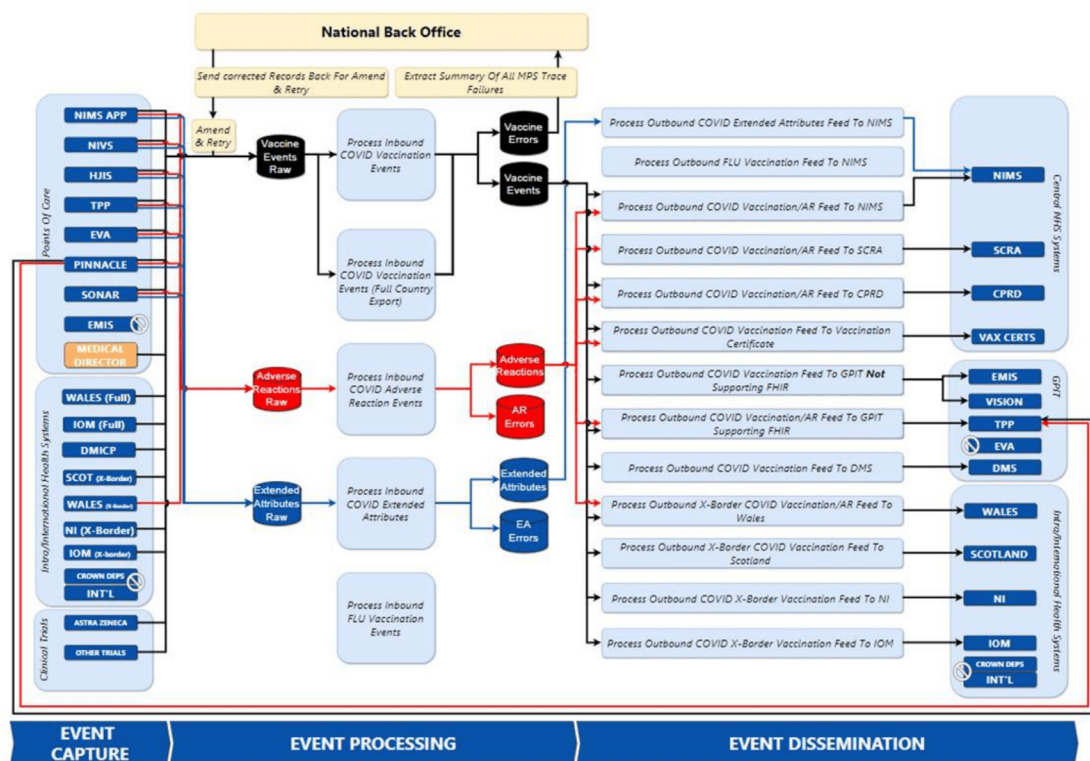
3.6 **Solutions aligned to Product/Service sets utilising:**

- National Data Assets – e.g. NHS Spine and Personal Demographic Service
- Supplier delivered technology solutions – e.g. GP and Point of Care IT Systems, NIMS
- Partnering and co-produced Services – e.g. Vaccine Data Resolution Service
- Dependent national assets – e.g. COVID Pass, Summary Care Record

3.7 **Services for outcomes in specific pathways:**

- COVID19 Vaccination
- Flu Vaccination
- HPV/MMR Vaccination
- Screening (potential)
- NHS 'backlog' service access management / prioritisation
- Interoperability - Long Term Plan technology strategy and outcomes

The task of capture of COVID-19 vaccine event info and flowing it illustrates some of the complexity of data flows. In this illustration it shows only the data flows associated with 'COVID-19 vaccine event' data flows. Similar dataflows exist for generating the cohorts, payments, reporting, booking and also for other care pathways such as Flu.



3.8 The Programme has a significant impact upon society and the economy through bringing the population closer to normality through the management of COVID-19 and supporting the protection of the population. This aligns with principles in the 'Public Services (Social Value) Act 2012' and identified benefits.

4. SCOPE OF REQUIREMENT

Delivering to meet the Tech & Data outcomes and vision of the Covid19 and Related Programmes is built upon a foundation of capability sets. These align to a broad range of disciplines that the Buyer's people bring, including a structured approach, ways of working, outputs, and deliverables.

The Programme is underpinned by a total of five key capability sets (CS). Each CS brings a significant component and resource to support deliverables across the programme and services it provides. Capabilities are applied and utilised across the Product, Solution and Service Pillars of work.

- Capability Set 1: Programme Leadership, Management, and Support (TS3)
- Capability Set 2: Integrated Product and Delivery Management (DCFH)
- Capability Set 3: Technical Specialty – Architecture, Business Analysis (DCFH)
- Capability Set 4: IT Development Operations, Data Quality, Assurance & Test (DCFH)
- Capability Set 5: User Centred Design and research (DCFH)

Capability Set 1, (which forms the Initial Services of this Contract), plays a pivotal role in providing certainty and direction to each of the other Capability Sets, (procured separately under another framework agreement), and is responsible for ensuring the capabilities in such

a way to ensure the outcomes of the programme are delivered in an efficient and timely manner.

The Parties acknowledge that the Buyer requires a contract that provides flexibility, rapidity of deployment and partnership values as the pandemic continues to develop and change.

Upon the Commencement Date, the Supplier shall provide the Initial Services using the resources agreed with the Buyer. Thereafter, the Buyer may amend the resource profile in accordance with the Flexible Resource Model set out in S4 (NHS Digital Provisions) of Annex 1 of this Order Form.

The Buyer will commission Additional Services through this Call Off Contract in line with the Commissioning Process set out below.

5. COMMISSIONING PROCESS FOR ADDITIONAL SERVICES

5.1 This Attachment 1 sets out the Initial Services to be provided under the Contract. Any Additional Services shall be added to the Contract using the commissioning process set out below.

5.2 Where the Buyer wishes to commission Additional Services under this Call Off Contract, it shall:

- Work with the Supplier to detail and agree the requirements for the Additional Services including milestones, time frames and acceptance criteria ("**Project Requirements**")
- The Buyer's commercial team will communicate Project Requirements to the Supplier whereupon the Supplier shall have five (5) working days (or any alternative period as set out by the Buyer upon communicating the Project Requirements) to respond. All commissioning requests shall be routed through the Commercial department/dedicated Commercial Leads.
- The Supplier shall respond to the Project Requirements (the "Supplier's Solution") in the format specified by the Buyer at the point of communicating the Project Requirements. A follow up call to discuss the Project Requirements will be organised with the Supplier's project team if requested by the Supplier to walk through the project.
- The Supplier's Solution shall include details of how the work will be undertaken including milestones, a timeline/activity plan along with CV's (if requested) and a summary of the expertise in the proposed resourcing model. It shall also include a detailed price for the delivery of the Project Requirements in the format provided by the Buyer. Where no format is specified, the method used to calculate the price shall be set out in sufficient detail for the Buyer to understand how the price was determined and, as a minimum, the Supplier's pricing will be broken down by the day rates of resources operating on each project and will be no more expensive than the day rates set out in this Contract.
- Within five (5) working days of receipt of the Supplier's Solution, or in any other period the Buyer deems appropriate, it shall review and feedback comments on the Supplier's Solution.

- Within three (3) working days of the Buyer providing this feedback (or an alternative period as set out by the Buyer upon communicating its feedback) the Supplier shall provide a final version of the Supplier's Solution, taking into account any feedback provided by the Buyer, to the Buyer.
- Following the Buyer's internal approval process and when the Buyer is satisfied with the Supplier's Solution, in accordance with the variation procedure set out in clause 32, the Buyer shall notify the Supplier that the Supplier's Solution may be signed and returned to the Buyer for countersignature. Upon counter signature by the Buyer, the Supplier's Solution shall be incorporated into the Contract as an Additional Service and shall be added as a new annex to this Attachment 1 ("**New Service Annex**"). The Supplier shall commence delivery of the Additional Services in accordance with the terms of the New Service Annex.

5.3 Any amendments to the Services shall follow the variation process set out in clause 32 of the Call-Off Contract.

5.4 At any point during or before the Commissioning Process, the Buyer may seek alternative means of delivering the Services including potentially re-competing the Services.

5.5 The Call-Off Contract is non-exclusive, and the Buyer makes no minimum commitment as to the Services to be purchased under this Contract.

6. THE INITIAL SERVICES

6.1 Capability Set 1: Programme Leadership, Management, and support

The Initial Services shall provide the overarching leadership and understanding of direction to support the entire Programme. A direct interface to central government policy and strategy at the heart of the Covid19 and Related Programmes, converting policy into action. The Initial Service shall deliver the overall programme architecture to ensure effective, efficient and enabled delivery.

Activities in this shall include:

- Leadership, strategy and client / system engagement
- Roadmap Prioritisation and Vaccine Programme alignment
- Programme governance and controls
- Service Ownership
- Complex Delivery

Categories: Leadership and Strategy, PMO

6.2 Leadership and Strategy

The Initial Services shall encompass key roles required to manage the Tech & Data workstream deliverables across a large and complex set of multi-disciplinary teams and squads. A particular emphasis shall be placed upon Programme leadership and direction.

The Supplier is required to identify the appropriate delivery models and placement of work activity across the portfolio. Delivery activity to support services is primarily undertaken and owned within the scope of the Initial Services, particularly services dependent upon working across multiple national partners such as NHS England, South Central West CSU, NHSx and DHSC. The Supplier will support NHS Digital in providing leadership and direction to the technical delivery teams that form part of the integrated product management and delivery teams within the programme. The Supplier shall ensure the participation of the Buyer in decision making, leadership and strategy sessions concerned with the operation and direction of the programme. This will include participation in broader Programme activity relating to Vaccination and direction of the Tech & Data workstream as a subset of the NHS England programme. As part of the performing the Services, the Supplier shall at all times follow NHS Digital's decision making protocols, governance and NHS Digital's direction and guidance. The Supplier acknowledges and agrees that it has no authority to authorise or incur additional spend or make external commitments on behalf of the Buyer.

The Supplier will be required to support and develop plans for future programme target operating models. This will include the development of resource and capability transitions as new pipelines of resources become available, aligned to NHS Digital's resourcing and workforce strategy. This will include enactment of the Transition and application of the Target Staffing Model which is linked to the Capability & Capacity Programme within NHS Digital, as notified to the Supplier by the Buyer from time to time.

The Supplier will be required to assess and recommend inclusion of activities in the portfolio of work relating to:

- Enhancement to existing programme services and outputs, linked directly to outcomes
- Extension of services and re-use of capabilities in other care pathways

The Supplier will be required to integrate with and support NHS Digital Programme staff in leadership and management positions to meet required programme development and application of NHSD policy and controls. This will include the inclusion of the Buyer in all decision making forums and leadership team meetings held by the Programme Director. Please see PMO deliverables for details on RACI creation.

The Supplier will include and consult NHS Digital leadership on key decisions including membership of leadership and decision-making forums and meetings. Decision making will factor in organisational strategic alignment with policy for the broader digital agenda and Long-Term Plan. The Buyer is required to be included in decision making associated with changes to the Programme and team structure, configuration and focus. It should also include any planned changes relating to staffing, including joiners and leavers. The Supplier shall follow all directions made by the Buyer and will be accountable to the Buyer for all decisions taken as part of the Services.

6.3 High-level breakdown of Leadership Delivery functions:

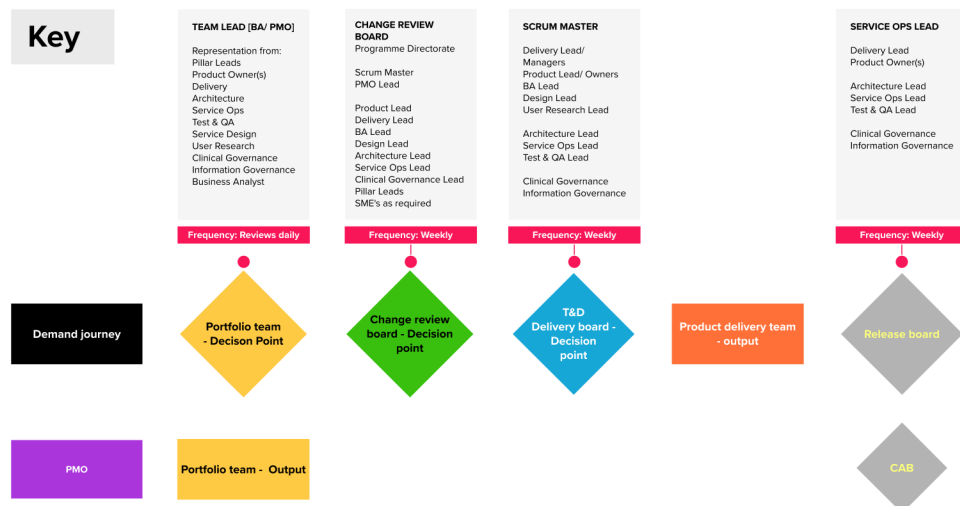
Business Partner role for Programme Operational Team:

Support NHS Digital in providing the interface between the Tech and Data workstream and the delivery model teams, as well as wider stakeholders on the Covid19 and Related Programmes. The purpose of this function is to understand the technology needs of the delivery model teams, sponsor requirements back into the Tech and Data Workstream, manage stakeholder expectations and support the roll out of technology in the wider programme

The Supplier is required to:

- Lead engagement with delivery model leads in the Covid19 and Related Programmes
- Act as sponsor in Tech & Data, championing needs of the Covid19 and Related Programmes delivery leads
- Represent the 'Commissioner' on the Workstream, where the Commissioner is defined as the delivery model leads in the Covid19 and Related Programmes. The role is key to ensuring that the products and services delivered by the team are aligned to Commissioner's expectations
- Represent Tech & Data in wider NHS England programme governance and manages programme stakeholders to ensure solution relevance, management of change and to assure context of solution operation.
- Represent the needs and direction of NHS Digital as the Authority and the responsibilities and input of NHSD.
- Maintain a medium-term roadmap / plan of Tech & Data outcomes to be delivered for the delivery models and delivery model business change activity
- Work with programme delivery model leads to identify and validate technical requirements
- Work with Tech & Data leadership and delivery squads to prioritise requirements in the product backlog
- Own and manage a plan for the delivery model to show how product and technical developments will be operationalised in the pillar
- Manage expectations within the pillar on behalf of Tech & Data
- Manage data security, fraud and appropriate information governance

Further detail on the Programme is available [here](#)



T&D Vaccination| Products & Vision

| Select Products | Call & Recall Products | Booking Products |
|---|--|--|
| <p>Vision Ensuring everyone in England is given the opportunity and support to access the right vaccine/ screening service at the right time.</p> <p>Objectives A management service that:</p> <ol style="list-style-type: none"> 1. Drives vaccination/ screening uptake through cohort targeted selection of eligible individuals. 2. Enables alignment with vaccination/ screening resources through geographically targeted call and recall of eligible individuals 3. Provides a real time view of the vaccination/ screening programme status 4. Harvests evidence and intelligence on vaccination/ screening uptake to inform planning and future programmes | <p>Vision Ensuring everyone in England is invited to access the right vaccine/ screening service at the right time.</p> <p>Objectives A management service that</p> <ol style="list-style-type: none"> 1. Drives vaccination/ screening uptake through cohort targeted call and recall of eligible individuals. | <p>Vision Ensuring everyone in England who needs a vaccination/ health screen can book an appointment securely, quickly and easily</p> <p>Objectives A booking service that:</p> <ol style="list-style-type: none"> 1. Maximises adoption of the vaccinations/ screenings 2. Is simple for citizens to access and complete and drives convenience 3. Supports staff to deliver a high quality experience for patients 4. Is inclusive and accessible to all 5. Is consistent and joined up with other NHS services 6. Is confidential, safe, secure, reliable and regularly improved |

T&D Vaccination| Products & Vision

| Capture (Point of Care) Products | Reporting Products | Data & Data Integration |
|---|--|--|
| <p>Vision Enable vaccinating/ screening teams to capture details about the person being vaccinated/ screened and the type of vaccination/ screening administered</p> <p>Objectives Across all vaccination/ screening settings:</p> <ol style="list-style-type: none"> 1. Enable vaccinating/ screening Teams to understand a patient's real time vaccination/ screening status 2. Capture details of vaccine/ screening event administered, including manufacturer and batch number 3. Capture data on adverse reactions | <p>Vision Enable vaccinating/ screening event data is available to all interested parties for the purposes of reporting, payment and analysis</p> <p>Objectives Across all vaccination/ screening settings:</p> <ol style="list-style-type: none"> 1. Enable record data to flow across systems for the purposes of payment 2. Provide reporting capability on all data collected 3. Protect patient data | <p>Vision The NHS to be able to identify, record, and transmit patient vaccination/ screening data across the health and care system</p> <p>Objectives</p> <ol style="list-style-type: none"> 1. Develop interoperable data specifications 2. Deliver data flows and integration for Cohort management 3. Deliver end-to-end data flows and integration for vaccination/ screening events 4. Deliver end-to-end data flows and integration for Adverse reactions and other extended attributes 5. Support the development of reporting and analytics for multiple use |

Ownership and delivery of E2E problems and issues:

To own and deliver on new issues and problems emerging through the course of the process. Adopt and deliver a Business Partner approach to Commissioner and stakeholder engagement to address End-to-End Service delivery

With oversight from the Buyer, the Supplier is required to:

- Own end to end process and manage cross cutting projects in Tech & Data as defined by the Tech & Data leadership team, including the Buyer – plans, solution designs, progress reporting, stakeholder management
- Own and resolve high-profile problems and issues – problem statements, co-ordination, mitigation plans
- Support the Programme to respond to urgent and ad hoc requests

Site onboarding and decommissioning:

Site onboarding team works with teams across NHS Digital and NHS England to onboard sites to IT systems including the National Booking System (NBS) and Vaccination Point of Care Systems. This includes providing expert guidance and support to regions and users regarding product functionality, supporting and effecting programme operational governance and assurance, managing account lifecycles and supporting capacity planning, working with technical product teams to ensure development and release of new functionality is effectively managed, triaging and investigating issues, acting as a conduit in supplier management relations, cleansing and processing onboarding requests and working with help-desk teams.

The Supplier is required to:

- Design and maintain the site set up approach, process and governance working with Covid19 and Related Programme team, NHS Digital core teams and Tech & Data suppliers
- Manage new site set up, including user account creation and calendar set up
- Maintain and communicate schedule of training/drop-ins and technical guidance (tailored to evolving operational guidance)
- Assure calendar set-up against vaccine supply, operational direction/policy and technical requirements.
- Manage Pinnacle site and user set-up: liaise with regional/site IT contacts to validate/complete set-up requirements, consolidate and share with EMIS
- Manage Pinnacle and equivalent system offboarding activities
- Work with regions and help-desks to investigate and resolve set-up issues
- Own exception reporting and proactive contact to relevant sites/regions
- Support Tech & Data response for: Site onboarding, Site closure and Site change
 - Retrieve or validate requirement to generate new ODS/MESH
 - Validate if NBS O/B criteria met and if site and user requirements are new or duplicates
 - Change NBS sites and accounts
 - Complete onboarding site and user templates
 - Enabling processing of bulk Foundry & MYS onboarding
 - Provide tailored support/guidance in closing/transferring NBS appts
 - Advise LVS site changes team of outcome and/or end users
 - Maintain NBS team tracker, to respond to ad hoc operational requests and license management
 - Support roll out of new features and training opportunities (drop ins)

Call / Recall:

High-profile service managed by the Tech & Data workstream which manages the national approach to inviting people who are eligible for a vaccine. This requires the partnership working with a separately managed contract supplier and commissioner of that activity.

The Supplier is required to:

- Agree business and eligibility rules governing who receives invitations with the NHS England Covid19 and Related Programmes leadership
- Manage operation of the invitations process for reminders across all eligible cohorts

- Stakeholder engagement with NHS Digital and national Covid19 and Related Programmes team and regional stakeholders to manage expectations
- Own relationship for the 3rd party supplier contract covering NIMS, call / recall and the analysis function
- Run weekly change reviews with 3rd party supplier to manage pipeline of product change requests and requests for reporting / analysis
- Facilitate weekly alignment meetings with supplier analytics function and the programme's Performance and Operational Data teams to ensure cross programme co-ordination of citizen intelligence

6.4 Deliverable outputs across these activities will include:

- Meetings and governance
 - Agenda and packs for regular management meetings
 - Programme progress reports | including weekly/monthly KPIs
 - Decision or go/no go meeting packs
- Plans include but not limited to:
 - Resource planning and mobilisation | required at the start of each project
 - Operational delivery plans | required to track and communicate progress, risks and issues
- Analysis
 - Problem analysis
 - Deep dive decks
 - Coordinate the programme to respond to ad hoc senior leadership requests
 - Coordinate the programme to respond to FoIA and parliamentary questions
- Implementation guides for stakeholders
- Ownership, responsibility, or support, as appropriate, of running services relating to:
 - Vaccine Data Resolution Service (Tech & Data aspects)
 - Clinical Trials and bespoke thematic activity in line with government priority
 - Overseas Vaccine Verification Service
 - Bulk Upload Tool for Vaccine Events
 - New services as they are stood up to build upon the core service offering of the Vaccines Service

6.5 Programme Management Office and control requirements

The Supplier will develop and provide a PMO function to include:

Adaptive PMO (APMO) service provides portfolio, programme, and project management services provided by PMO Consultants, Analysts, Project Support Officers and Project Managers. It employs multiple delivery methods (agile, hybrid, waterfall), tools, and skill sets to optimise the return on portfolio or major programme investment, enable strategic alignment and transparency, and drive predictability. Complimentary PMaaS / PMOaaS available.

6.5.1 NHS Digital Agreed Service Categories PMO:

- **Programme set-up services.** Outputs: PMO mobilisation, set-up of core governance and controls and link with the programme PMO team in terms of deliverables and processes (*Scope definition, Plan, RAID, Org Chart, Backlog, Governance & Reporting framework)
- **Core PMO 'Run' services.** Outputs: Ongoing delivery of defined core governance & controls*, Records management, Improvement projects/CI or other agreed controls
- **Delivery Management Services.** Outputs: backlog, release / implementation / handover plans, reports, roadmaps, supplier management best practices
- **Operational Oversight Services.** Outputs: high-quality deliverables and positive service feedback.
- **Capability Improvement Services.** Outputs: PMO Service Design, Processes with agreed Service Level Agreements, Tools, Improvement approaches; coaching and mentoring; knowledge sharing
- **Create a management RACI for the programme aligned to the agreed Supplier /Buyer Staffing Model and organisation structure.**

6.5.2 Core PMO 'Run' services – high-level breakdown

- **Governance support** (supporting core/key programme/workstream governance) – working closely with Governance Body Chair (usually member of Programme/Workstream LT who will be accountable) and responsible for documenting the governance model, agreeing agenda, collecting meeting materials, issuing meeting outputs (actions and decisions to feed RAIDAD Log). Where agreed with Chair – act as Delegate Chair
- **Product Services (Scope)** – Supporting central programme/workstream governance of backlog prioritisation and change management
- **Planning Services** – Consolidation of L0/L1 plans (offline / planning workshops), L2 Plans in embedded workstream areas (where applicable), monitoring and quality assurance
- **Risk Management** – consolidation of L0/L1 risks and issues (including RAID log maintenance) – aggregation and alignment with key programme risks and risk themes, risk reporting to the programme PMO team
- **Reporting Services** – consolidation and quality assurance of L0/L1 Highlight Reporting, as well as L1/L2 embedded workstream area reporting feeding up (where applicable), consolidating and QA of progress reports and production of weekly highlight reporting
- **Tooling, Document, Records & Information Management** – Tooling (Jira / Confluence / MS Teams / SharePoint / PowerBI), Document Management, Records & Information Management – approach and maintenance
- **Maintenance of key programme artefacts** – induction materials, org charts, workstream frameworks (governance, reporting, risk management, planning); staff tracker
- **Audit compliance coordination** – compliance to policies and procedures and timely responses to audit requests – GDS, ICO, NAO

- **Communication** – procure answers and briefings to queries / information requests, coordinate internal programme / project communications; Monitoring and management of Tech & Data workstream (PMO) central mailbox
- **Continuous improvement** – improvement projects in optimising processes and bringing efficiencies and automation

6.5.3 **Satellite/Embedded Project Management Support** – embedded project management support to Team/Area Leads (e.g. processing / documenting / monitoring of access request errors to back-end systems)

- 6.6 The Supplier will be required to support planning and execution of skills transfer aligned to the Target Staffing Model, as notified to the Supplier, and future state for the programme led by NHS Digital.
- 6.7 The Supplier will be required to align to governance and decision making controls introduced by the Buyer
- 6.8 The Contract may be extended by the Buyer by giving written notice to the Supplier 1 month prior to the end of the indicated Contract end date. In addition, the Services as defined in this Attachment 1 are subject to change once greater clarity has been provided on deliverables associated to commissioner directed policy outcomes.
- 6.9 In accordance with paragraph 5 of this Attachment 1, this Contract, in supporting NHS Digital as a part of the government Covid19 and Related Programmes, may be utilised to provide Additional Services via the variation process set out in clause 32 of the Call Off Contract. Specifically, the Supplier may be offered the opportunity to utilise this Contract to support additional related activity including in the Test, Trace, Covid Pass and similar areas where technology deliverables are required and defined.
- 6.10 **Initial Services Resource Requirement** – the following shall form the resource requirement for the delivery of the Initial Services upon the Commencement Date. Changes to resource requirement will be managed in line with the Flexible Resource Model outlined in paragraph 10 of S4 (NHS Digital Provisions) of Annex 1 of this Order Form.

TS3 Allocation of Resource to the published ITT

| Discipline | Function | SFIA Grade | Role Performance Description | Supplier Proposed Commencement Date |
|------------|----------|------------|------------------------------|-------------------------------------|
| | | | | |

7. KEY MILESTONES AND DELIVERABLES

Milestones and deliverables will be developed as part of the Product and Portfolio backlog and roadmaps that the Supplier will be responsible for producing. The Supplier is responsible for the development of milestones relating to specific programme of work e.g. Vaccinations and for building out plans as commissioner priorities emerge. This is a necessary requirement due to the uncertainty and evolving needs of the coronavirus pandemic and the needs of the NHS system changing to protect the population. The milestones will be agreed by the Buyer, ensuring that they cover appropriate scope and fit the wider requirements of the specific programme.

The Deliverables, to be provided by the Supplier, as a minimum shall include the following.

- Completion of the transition of Service to the Supplier within three months of the Commencement Date
- Creation of overall Programme plan within three months of the Commencement Date
- RACI within three months of the Commencement Date
- Produce roadmap for deliverable items outlined in sections 6.4, 6.5, and 6.6

8. MANAGEMENT INFORMATION/REPORTING

To be established as set out in the PMO requirements.

Please see Order Form Attachment 3 (Transparency Report) for detailed contractual reporting requirements.

9. CONTINUOUS IMPROVEMENTS

The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration. The Supplier must at a regular cadence produce options on reducing the overall programme cost which should include, but not be limited to, offering elements of the Service as a managed service.

The Supplier should present new ways of working to the Buyer during Monthly Contract review meetings.

Changes to the way in which the Services are to be delivered must be brought to the Buyer's attention and agreed prior to any changes being implemented.

10. SUSTAINABILITY

A principle of re-use and application of developed capabilities in other pathways is expected, aligned to NHS architectural future state. Avoidance of technical debt for short term benefit or convenience.

11. QUALITY

To be agreed aligned to individual product Deliverables on the backlog and as part of the agreed NHS Digital controls to be implemented in good governance.

12. PRICE

The Buyer shall pay the undisputed Charges in accordance with the rate cards and payment profile set out in the Order Form.

13. STAFF AND CUSTOMER SERVICE

The Supplier shall provide resources in accordance with the flexible resource model set out in paragraph 10 of S4 (NHS Digital Provisions) in Annex 1 of this Order Form.

The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

The Supplier shall ensure that staff understand the Buyer's vision and objectives and will provide excellent customer service to the Buyer throughout the duration of the Contract.

The Supplier shall respond and act in accordance with feedback from the Buyer relating to staff performance, knowledge, or availability.

The Supplier shall align to and support the Buyer in executing the responsibilities to staff, including support for personal development and objective setting of Buyer permanent staff. The Supplier shall also demonstrate alignment with the NHS Values and the NHS Constitution

14. SERVICE LEVELS AND PERFORMANCE (KPI)

The service levels applicable to the Services shall be agreed between the Parties and incorporated into the Contract using the variation process set out in clause 32 of the Call Off Terms, within 3 months of the Commencement Date of this Contract.

15. SECURITY AND CONFIDENTIALITY REQUIREMENTS

In addition to the security and confidentiality requirements described in the Call Off Terms, Additional and Alternative Terms and Conditions (NHS Digital version), and elsewhere in this Attachment 1, the Supplier must adhere to the following security Standards when applicable,

<https://digital.nhs.uk/about-nhs-digital/our-work/nhs-digital-data-and-technology-standards/framework/beta---data-security-standards#the-data-security-standards>

- **Information and Data Management**

<https://digital.nhs.uk/services/national-data-opt-out>

<https://digital.nhs.uk/data-and-information/looking-after-information/data-security-and-information-governance/codes-of-practice-for-handling-information-in-health-and-care/records-management-code-of-practice-for-health-and-social-care-2016>

- **User Centred Design**

Service Manual

<https://service-manual.nhs.uk/>

The GDS service standards

<https://www.gov.uk/service-manual/service-standard>

The GDS coronavirus style guide

<https://www.gov.uk/guidance/style-guide/coronavirus-covid-19-a-to-z>

- **Service Design**

<https://www.gov.uk/guidance/service-designer>

GDS

<https://www.gov.uk/service-manual/service-standard>

NHS

<https://service-manual.nhs.uk/service-standard>

<https://github.com/alphagov/govuk-prototype-kit>

- **User Research**

ISO guidelines

<https://www.iso.org/obp/ui/#iso:std:iso:9241:-210:ed-2:v1:en>

DDAT guidelines User Research

<https://www.gov.uk/government/collections/digital-data-and-technology-profession-capability-framework#user-centred-design-job-family>

- **Accessibility**

<https://service-manual.nhs.uk/accessibility>

<https://www.gov.uk/service-manual/helping-people-to-use-your-service/making-your-service-accessible-an-introduction>

- **Staff Security**

<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>

- **Cyber Security Requirements**

NCSC Secure Design Principles

<https://www.ncsc.gov.uk/collection/cyber-security-design-principles>

NCSC Cloud Security Principles

<https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles>

NCSC Protecting Bulk Personal Data

<https://www.ncsc.gov.uk/collection/protecting-bulk-personal-data>

- **Architectural requirements**

<https://www.ncsc.gov.uk/collection/cloud-security/implementing-the-cloud-security-principles>

<https://swagger.io/specification/>

<https://digital.nhs.uk/data-and-information/looking-after-information/data-security-and-information-governance/nhs-and-social-care-data-off-shoring-and-the-use-of-public-cloud-services>

- **Clinical Safety**

DCB0129

<https://digital.nhs.uk/data-and-information/information-standards/information-standards-and-data-collections-including-extractions/publications-and-notifications/standards-and-collections/dcb0129-clinical-risk-management-its-application-in-the-manufacture-of-health-it-systems>

DCB0129 and DCB 0160

<https://digital.nhs.uk/services/solution-assurance/the-clinical-safety-team/clinical-risk-management-standards>

- **Delivery Approach**

<https://www.gov.uk/service-manual/service-standard>

<https://service-manual.nhs.uk/service-standard>

- **Engineering**

<https://github.com/NHSDigital/software-engineering-quality-framework>

The Supplier will be expected to comply with the above prior to Commencing with the provision of the Services.

16. PAYMENT AND INVOICING

Payment will only be made if each applicable invoice includes a detailed elemental breakdown of work completed and the associated costs. Please see Part 2; Charges, Payment and Invoicing in the Order Form.

17. CONTRACT MANAGEMENT

A formal review meeting of the Contract will be undertaken on a monthly basis with the Buyer's representative or such other nominated person and the Supplier representative as detailed as the Partner in Charge in the Key Supplier Personnel table in the Order Form. This will be supplemented by a routine presence on the programme leadership and management team of a nominated NHS Digital Programme Lead.

Attendance at Contract review meetings shall be at the Supplier's own expense.

18. LOCATION

The location of the Services will be carried out in London (20%), Leeds (20%) and through Homeworking (60%) with some travel expected to regional locations as required. Where approved by the Buyer and incorporated into the Contract, the Supplier may use offshore resources in the jurisdictions set out in the Contract.

Appendix 1: Buyer's Expenses Policy

1. The Supplier must adhere to the **overarching principles**, as set out below.
 - **Travel should be for essential business reasons only.** Suppliers shall work to minimise the costs of travel.
 - **Travel should consider environmental impact.** The Buyer has a responsibility to meet obligations to reduce carbon emissions and business travel itself and in its supply chain under the Greening Government Commitment Policy, and therefore does not encourage unnecessary travel. In order to reduce the environmental impact of travel, every attempt should be made to identify options to eliminate the need to travel, for example using new technologies to communicate. Regular travel should always be challenged as part of good practice;
 - The **lowest cost option** for travelling should be the default. Suppliers are encouraged to use public transport wherever possible. Suppliers are also expected to use the most economical means of public transport on every occasion, including travelling outside of peak times where practical. The purchase of advance tickets is expected in all but exceptional cases;
 - **First class travel is not permitted and will not be reimbursed**, regardless as to whether the cost of such is lower than alternative options, except when an individual has a disability as set out in the Business Travel and Expenses Procedure;
 - All travel bookings and expense claims for reimbursement must have **clear business justification**.
 - Suppliers shall claim compensation (for late or delayed travel for example), on behalf of the Buyer.
 - The Buyer will only reimburse expenses which are **in excess of the normal commuting and day to day costs** of the individual. Whilst journeys may begin from home, Suppliers will be required to take account of the above when making claims.
2. Reporting and Audit Suppliers are required to maintain a full itemised index of expenses, and detail the named personnel, reference, and work to which it relates, and sufficient evidence to show the principles have been considered and are met in each case, and provide copies on request at any time by the Buyer. Failure to provide the same will mean the expenses may not be recoverable. Suppliers shall maintain such records for review by the Buyer (and its auditors, HMRC, DHSC and any other central government entity) for the duration of the Call-Off Contract and for a period of 6 years from expiry or termination of the same.
3. Limitations and Exclusions Any reimbursement of expenses is subject to the following exclusions and limits:
 - 3.1. No expenses shall be chargeable for any Deliverables provided on a Fixed Price basis.
 - 3.2. Expenses shall only be chargeable for Deliverables charged on a Capped Time and Materials basis where the Call-Off Contract explicitly specifies both:
 - 3.2.1. that expenses are chargeable; and

3.2.2. the total maximum capped amount for the expenses under the Call Off-Contract.

- 3.3. If expenses are chargeable, they will only be chargeable up to the stated capped amount. If no capped amount is stated in the Call-Off Contract, then the capped amount shall be interpreted as zero and no expenses shall apply.
- 3.4. Any claim for reimbursement of expenses must be submitted no later than monthly in arrears.
- 3.5. No expenses shall be reimbursed for Suppliers working from their normal place of business (in any location) or their home.
- 3.6. Suppliers shall be required to provide evidence of all expenses incurred on the submission of any invoice for the same. Any claims for expenses must be submitted with evidence (copies of VAT receipts).
4. Unless otherwise explicitly agreed under such Call-Off Contract as a variation of the application of this policy, there is no reimbursement of expenses for travel to any of the Buyer's main offices.
5. Subject to the above, only the following categories of expenses would be reimbursable. Where expenses are chargeable, such expense claims must also meet the following criteria:

| Expenditure Type | Key Points |
|---|--|
| TRAVEL | |
| Car Parking | The Buyer will reimburse necessary and reasonable parking costs only. |
| Mileage | <p><u>There are no mileage expenses payable for delivery of services from the Buyer's main offices, and Supplier's main sites, as listed for delivery of the services.</u></p> <p>If the Supplier travels to another place, other than their identified place of work, in order to perform their duties and go there straight from their home or return direct to their home after such a visit, the claim for mileage costs, should be for the lesser of:</p> <p>a) the mileage expenses actually travelled, and</p> <p>b) the expenses, which would have been incurred if the journey had started and finished at the normal place of work.</p> <p>If the personal circumstances and location of a particular individual lead to claims becoming excessive, the Buyer reserves the right to review and amend such claims as appropriate.</p> <p>The mileage reimbursement rate is [REDACTED] unless agreed otherwise in advance between the Supplier and the Buyer.</p> |
| Taxis Tolls & Congestion Charges | <p>Taxi - used where own/company car use is impractical or hire car is not available.</p> <p>Unavoidable road tolls and congestion charges. For example, Severn Bridge Toll, London Congestion Charge</p> |

| Expenditure Type | Key Points |
|--------------------------------|--|
| Travel (Public Transport) | <p><u>Flights will not be reimbursed at any time unless specifically agreed in writing advance with the Buyer.</u></p> <p>Trains or buses used in the course of business travel. Rail travel shall be considered when:</p> <ul style="list-style-type: none"> - Train fare is less expensive than car travel - Door-to-door transit time is improved, or comparable to car travel - Driving presents an inconvenience or business risk (i.e. traffic) <p>All rail travel, including travel by Eurostar, must be economy or standard class (unless agreed otherwise in advance in writing by the Buyer). <u>First class train fare will not be reimbursed.</u> In order to reduce costs, where possible, rail bookings should be made more than seven (7) days in advance. The lowest available rail fare offered should be accepted and advantage taken of any restricted fares offered where possible.</p> |
| ACCOMMODATION | |
| Hotels | <p>Hotel rates are limited by the Buyer to [REDACTED], outside of London and [REDACTED], within the M25.</p> <p>If an individual cannot find a hotel within these rates then the identified rate will be used as a cap on the actual invoice value and any amount above this will not be charged to the Buyer.</p> |
| MEALS & SUBSISTENCE | |
| Meals | <p>Cost of meals will only be reimbursed if overnight solely on the Buyer business, or where pre-6am morning / post 9pm late evening travel is required (see Qualifying Trips below). [REDACTED] applies.</p> <p>On qualifying dates, the Buyer will reimburse for breakfast, lunch and/or dinner up to the total daily limit.</p> <p>Qualifying Trips Meals may be reimbursed only when Suppliers:</p> <ul style="list-style-type: none"> - are required to stay away from home overnight whilst solely on the Buyer business, or - are working away from their main office base for a single day, and either leave home before 06:00 or return home after 21:00. |

| Expenditure Type | Key Points |
|--|---|
| OTHER BILLABLE EXPENSES | |
| Personal Overnight Incidental Expenses “Daily Allowance” | <p><u>No Personal Overnight Incidental Expenses will apply where the individual is providing services for one day only and/or not staying overnight.</u></p> <p>The Buyer will reimburse personal incidental expenses incurred as a result of an <u>overnight</u> stay away from home, where such expenses are incurred directly as a result of business travel for the Buyer service only.</p> <p>Claims are subject to daily limits set by HM Revenue and Customs (currently up to [REDACTED] for overnight stays within the UK).</p> <p>The following items may be reimbursed where reasonable:</p> <ul style="list-style-type: none"> - drinks other than with meals (but not alcohol). - laundry services (only for stays away from home of 5 consecutive nights or more) where work is performed solely for the Buyer. <p>The Buyer will not reimburse for:</p> <ul style="list-style-type: none"> - personal calls - incidental food and beverage items (e.g. snacks, coffees) taken during the day (other than as Meals) - newspapers, magazines - in-room movies - personal travel items (such as luggage or clothing) - toiletries - stationery |
| Hotel Internet Calls | <p>Itemised on the hotel bill for internet access and strictly Buyer business use only. Such use for Buyer business must be proven.</p> <p>This may only be reimbursed up to a cap of [REDACTED]</p> |
| NON BILLABLE ITEMS For the avoidance of doubt, the following items are not chargeable. | |
| Telecommunications, mobiles | These are classed as standard supplier overheads, therefore are not expenses and not reimbursable. |
| VISAs, Permission to work permits, etc. | These are classed as standard supplier overheads, therefore are not expenses and not reimbursable. |
| Security Accreditation | These are classed as standard supplier overheads, therefore are not expenses and not reimbursable. |
| Office space, facilities | These are classed as standard supplier overheads, therefore are not expenses and not reimbursable. |
| Costs of relocation of any kind from other jurisdictions | These are classed as standard supplier overheads, therefore are not expenses and not reimbursable. |
| Laptops for Suppliers | <p>These are classed as standard supplier overheads, therefore are not expenses and not reimbursable.</p> <p>Please note Suppliers are responsible for the additional incremental costs of any security software required to access the Buyer’s network.</p> |

Part 2: Supplier's Tender



T1 Leadership &
Management.pdf



T2 Programme
Management Office a



T3 Programme
Integrated Working.p



T4 Transition and
Migration.pdf



T5 Social Value
(1).pdf

Attachment 2 – Schedule of Processing, Personal Data and Data Subjects

This Attachment 2 shall be completed by the Buyer, who may take account of the view of the Supplier, however the final decision as to the content of this Attachment 2 shall be with the Buyer at its absolute discretion.

1. The contact details of the Buyer's Data Protection Officer are: Corporate Data Protection Officer NHS Digital NHSDigital.DPO@nhs.net
2. The contact details of the Supplier's Privacy Team: privacy@paconsulting.com
3. The Supplier shall comply with any further written instructions with respect to processing by the Buyer.
4. Any such further instructions shall be incorporated into this Attachment 2.

The Supplier in providing the Services will be supporting the Buyer in its role as a Data Controller and Processor. The table below sets out the general responsibilities as a Data Controller and Processor that will apply to Supplier Personnel working for the Buyer pursuant to this Contract. For the purposes of this Contract, the Supplier is not classified as a Data Processor or Controller.

This information is provided for the Initial Services only and may therefore be updated by the Buyer for any Additional Services required from time to time.

| Description | Details |
|--|---|
| Identity of the Controller and Processor | The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is both a Controller and a Processor. The Supplier will act in support of the Buyer's responsibilities associated with this. These provisions shall supersede those set out in clause 18.1 of the Contract. . |
| Subject matter of the processing | Covid19 and Related Programmes event data and related clinical data Covid19 and Related Programmes data reporting and data flows |
| Duration of the processing | Duration of the Contract Period |
| Nature and purposes of the processing | Collection and dissemination of Covid19 and Related Programmes event data across NHS systems and national data architecture. The purpose is identified here . |
| Type of Personal Data being Processed | None |
| Categories of Data Subject | The data applies to all citizens of England and the Devolved Administrations. ie. Citizen, Patient, Staff |
| Jurisdiction | UK |

Attachment 3 – Transparency Reports

| Title | Content | Format | Frequency |
|------------------------------|--|--------------------------|---|
| Financial invoice | Charges that apply for work completed | Purchase Order | In accordance with payment profile as set out in the Order Form |
| Status Report | Reporting key milestones as agreed between the Parties | PowerPoint | Weekly; to include the high-level key documentation and deliverable matrix outlined below |
| High level key documentation | Key outputs | As required by the Buyer | Weekly |
| Deliverable matrix | Showing all deliverables, their status and location | As required by the Buyer | Weekly |

Annex 1 – Lot 1 Call-Off Terms and Additional Schedules and Alternative Clauses

1. Lot 1 Call Off Terms

The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website.

2. Additional Schedules and Alternative Clauses

ALTERNATIVE CLAUSES

Scots Law
Northern Ireland Law

ADDITIONAL SCHEDULES

| | |
|----|----------------------------------|
| | Business Continuity and Disaster |
| S1 | Recovery |
| S2 | Continuous Improvement |
| S3 | Supply Chain Visibility |
| S4 | NHS Digital Provisions |

Unless there is a clear adjustment to an existing provision of the Contract, new definitions for the Schedule (Definitions) of the Call-Off Terms will have the effect of being inserted alphabetically into the table therein and associated schedules will have the effect of being inserted sequentially immediately after the Schedule (Definitions) of the Call-Off Terms.

ADDITIONAL SCHEDULES

S1 BUSINESS CONTINUITY AND DISASTER RECOVERY

1. Definitions

1.1 In this Schedule, the following definitions shall apply:

| | |
|-----------------------------------|--|
| "BCDR Plan" | has the meaning given to it in Paragraph 2.1 of this Schedule; |
| "Business Continuity Plan" | has the meaning given to it in Paragraph 2.2.2 of this Schedule; |
| "Disaster Recovery Plan" | has the meaning given to it in Paragraph 2.2.3 of this Schedule; |
| "Related Supplier" | any person who provides services to the Buyer which are related to the Services from time to time; |
| "Review Report" | has the meaning given to it in Paragraph 6.3 of this Schedule; and |
| "Supplier's Proposals" | has the meaning given to it in Paragraph 6.3 of this Schedule; |

2. BCDR Plan

2.1 Within at least ninety (90) Working Days following the Commencement Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Supplier shall follow to:

2.1.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services; and

2.1.2 the recovery of the Services in the event of a Disaster

2.2 The BCDR Plan shall be divided into three sections:

2.2.1 Section 1 which shall set out general principles applicable to the BCDR Plan;

2.2.2 Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**); and

2.2.3 Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**).

2.3 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

3. General Principles of the BCDR Plan (Section 1)

3.1 Section 1 of the BCDR Plan shall:

3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;

- 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Services and any goods and/or services provided to the Buyer by a Related Supplier;
- 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
- 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Supplier in each case as notified to the Supplier by the Buyer from time to time;
- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
- 3.1.6 contain a risk analysis, including:
 - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
 - (b) identification of any single points of failure within the provision of the Services and processes for managing those risks;
 - (c) identification of risks arising from the interaction of the provision of the Services with the goods and/or services provided by a Related Supplier; and
 - (d) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Sub-Contractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
 - 3.2.1 the Services are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
 - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
 - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
 - 3.2.4 it details a process for the management of disaster recovery testing.
- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Services and the business operations supported by the provision of Services.

- 3.4 The Supplier shall not be entitled to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

4. Business Continuity (Section 2)

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Services remain supported and to ensure continuity of the business operations supported by the Services including:
 - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of the Services; and
 - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of the Services in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
 - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Services;
 - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Services; and
 - 4.2.3 set out the circumstances in which the Business Continuity Plan is invoked.

5. Disaster Recovery (Section 3)

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
 - 5.2.1 loss of access to the Buyer Premises;
 - 5.2.2 loss of utilities to the Buyer Premises;
 - 5.2.3 loss of the Supplier's helpdesk or CAFM system;
 - 5.2.4 loss of a Sub-Contractor;
 - 5.2.5 emergency notification and escalation process;
 - 5.2.6 contact lists;
 - 5.2.7 staff training and awareness;
 - 5.2.8 BCDR Plan testing;
 - 5.2.9 post implementation review process;
 - 5.2.10 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
 - 5.2.11 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
 - 5.2.12 testing and management arrangements.

6. Review and changing the BCDR Plan

- 6.1 The Supplier shall review the BCDR Plan:
 - 6.1.1 on a regular basis and as a minimum once every six (6) months;
 - 6.1.2 within three (3) calendar months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 8; and
 - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total cost's payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.
- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a "**Review Report**") setting out the Supplier's proposals (the "**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Services.

7. Testing the BCDR Plan

- 7.1 The Supplier shall test the BCDR Plan:
 - 7.1.1 regularly and in any event not less than once in every Contract Year;
 - 7.1.2 in the event of any major reconfiguration of the Services; and
 - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the

additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.

- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Sub-Contractor of "live" data in such testing is first approved with the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
 - 7.5.1 the outcome of the test;
 - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
 - 7.5.3 the Supplier's proposals for remedying any such failures.
- 7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

8. Invoking the BCDR Plan

- 8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.


9. Circumstances beyond your control

- 9.1 The Supplier shall not be entitled to relief under Clause 33 (Force Majeure) if it would not have been impacted by the Force Majeure Event had it not failed to comply with its obligations under this Schedule.

S2 CONTINUOUS IMPROVEMENT

1. Supplier's Obligations

- 1.1 In addition to the Supplier's general obligations as to continuous improvement in relation to the Services under Clauses 5.11 and 5.12 of this Contract, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Services and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's approval. The Continuous Improvement Plan must include, as a minimum, proposals:
 - 1.1.1 identifying the emergence of relevant new and evolving technologies;
 - 1.1.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
 - 1.1.3 new or potential improvements to the provision of the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Services; and
 - 1.1.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Services and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 1.2 The initial Continuous Improvement Plan for the first (1st) Contract Year shall be submitted by the Supplier to the Buyer for approval within six (6) Months following the Commencement Date, whichever is earlier.
- 1.3 The Buyer shall notify the Supplier of its approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.
- 1.4 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 1.5 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Change in accordance with the Change Control Procedure and the Supplier must implement such Change at no additional cost to the Buyer.
- 1.6 Once the first Continuous Improvement Plan has been approved in accordance with Paragraph 1.3:
 - 1.6.1 the Supplier shall use all reasonable endeavours to implement any agreed services in accordance with the Continuous Improvement Plan; and
 - 1.6.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 1.7 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1st) Contract Year) in accordance with the procedure and timescales set out in Paragraph 1.1.

- 
- 1.8 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
 - 1.9 Should the Supplier's costs in providing the Services to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Services.
 - 1.10 At any time during the Contract Period of this Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

S3 SUPPLY CHAIN VISIBILITY

1. Definitions

1.1 In this Schedule, the following definitions shall apply:

| | |
|---|---|
| "Contracts Finder" | the Government's publishing portal for public sector procurement opportunities; |
| "SME" | an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium sized enterprises; |
| "Supply Chain Information Report Template" | the document at Annex 1 of this Schedule; and |
| "VCSE" | a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives. |

2. Visibility of Sub-Contract Opportunities in the Supply Chain

2.1 The Supplier shall:

- 2.1.1 subject to Paragraph 2.3, advertise on Contracts Finder all Sub-Contract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Contract Period;
- 2.1.2 within 90 days of awarding a Sub-Contract to a Sub-Contractor, update the notice on Contract Finder with details of the successful Sub-Contractor;
- 2.1.3 monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;
- 2.1.4 provide reports on the information at Paragraph 2.1.3 to the Buyer in the format and frequency as reasonably specified by the Buyer; and
- 2.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

- 2.2 Each advert referred to in Paragraph 2.1.1 of this Schedule shall provide a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.
- 2.3 The obligation on the Supplier set out at Paragraph 2.1 shall only apply in respect of Sub-Contract opportunities arising after the Commencement Date.
- 2.4 Notwithstanding Paragraph 2.1, the Buyer may by giving its prior approval, agree that a Sub-Contract opportunity is not required to be advertised by the Supplier on Contracts Finder.

3. Visibility of Supply Chain Spend

- 3.1 In addition to any other management information requirements set out in this Contract, the Supplier agrees and acknowledges that it shall, at no charge, provide timely, full, accurate and complete SME management information reports (the “**SME Management Information Reports**”) to the Buyer which incorporates the data described in the Supply Chain Information Report Template which is:
- 3.1.1 the total contract revenue received directly on this Contract;
 - 3.1.2 the total value of sub-contracted revenues under this Contract (including revenues for non-SMEs/non-VCSEs); and
 - 3.1.3 the total value of sub-contracted revenues to SMEs and VCSEs.
- 3.2 The SME Management Information Reports shall be provided by the Supplier in the correct format as required by the Supply Chain Information Report Template and any guidance issued by the Buyer from time to time. The Supplier agrees that it shall use the Supply Chain Information Report Template to provide the information detailed at Paragraph 3.1.1–3.1.3 and acknowledges that the template may be changed from time to time (including the data required and/or format) by the Buyer issuing a replacement version. The Buyer agrees to give at least thirty (30) days’ notice in writing of any such change and shall specify the date from which it must be used.
- 3.3 The Supplier further agrees and acknowledges that it may not make any amendment to the Supply Chain Information Report Template without the prior approval of the Buyer.

Annex 1 Supply Chain Information Report Template

[Dept] SME Data Collection

v2.1

The UK government has made a commitment that 33% of central government procurement spend should go to Small and Medium-sized Enterprises (SMEs), either directly or via the supply chain, before the end of this parliament (2022). To support this key agenda item and to measure progress, the UK government is now requesting that from 1 April 2018 all new contracts valued over £5 million per annum provide data on supply chain spend.

Guidance about the data required is provided below.

PLEASE NOTE YOU WILL NEED TO COMPLETE A SEPARATE TEMPLATE FOR EACH CONTRACT.

1) When answering the survey please endeavour to answer every section in full to the best of your knowledge. 2) Please only report on the relevant contract - do not include spend you have with the departments on other contracts.

Questions A1-A3: Please specify the numbers in full. All figures should be in GBP pounds sterling. Please see an example of how to complete the questions below.

A1. Total contract revenue (£) received directly from selected department including arms length bodies (ALBs)

Supplier X has received £1,200,000 revenue directly from the selected department within the requested financial reporting period. Enter **£1,200,000** for question A1.

£1,200,000 ✓

£1.2m ✗

1.2m ✗

A2. Total value of subcontracted revenues (£)

(Please note that this is the total value of all sub-contracted revenues for SMEs and non-SMEs.

Of the £1,200,000 Supplier X received directly from the selected department, £50,000 was subcontracted to SMEs and £140,000 was subcontracted to organisations not covered by the definition of an SME. Enter **£190,000** for question A2.

£190,000 ✓

£190k ✗

190k ✗

A3. Total value of subcontracted revenues to SMEs (£)

Of the £1,200,000 Supplier X received from the selected department, £50,000 was subcontracted to an SME. Enter **£50,000** for question A3.

£50,000 ✓

£0.05m ✗

0.05m ✗

Data provided by

In the event we need to contact you about your return, please provide your full contact details. Please provide details of the preferred contact for future reporting (if different).

Please also provide your DUNS Number. The Data Universal Numbering System (DUNS) is a system developed and regulated by Dun & Bradstreet which assigns a unique numeric identifier, referred to as a 'DUNS Number' to a single business entity.

Definitions and Interpretations:

In this document and all documentation from the Crown Commercial Service SME team:

1. Department(s) – means central government department that you have a contract with.
2. Supplier(s) – means a company or organisation that sells or supplies goods or services not limited to the UK.
3. SMEs – means Suppliers with less than 250 employees and whose annual turnover does not exceed €50m or annual balance sheet total does not exceed €43m. The organisation also has to be autonomous.
4. Autonomous – means that the SME does not have more than 25% of its capital or voting rights owned by an organisation or multiple organisations that themselves do not meet the
5. Contract Revenue – means the monetary value (Excl VAT) received through a contract between you and a Central Government Department or its ALBs.
6. Subcontracted Revenue – means the monetary value of the contract (Excl VAT) that has been passed to a supplier within the supply chain. It should not include the suppliers overhead expenditure e.g. cleaning services, that might be provided by an SME.
7. Supply Chain – means all suppliers that are involved in the production, handling, provision and /or distribution of any part of the contract.
8. Contract – means the commercial agreement between the department or its ALB and the supplier for the provision of goods or services.

[Dept] SME Data Collection

v2.1

Please refer to the guidance tab.

Please answer questions A1 to A6 (populating yellow cells only) as applicable and return to [DEPARTMENTAL CONTACT]

INSERT YOUR ORGANISATION/COMPANY NAME

Full Year 2018/19 (Apr 2018- Mar 2019)

SELECT DEPARTMENT

£

%

CONTRACT NAME

A1. Total contract revenue (£) received directly from selected contract.

£0.00

A2. Total value of subcontracted revenues (£)

£0.00

A3. Total value of subcontracted revenues to SMEs (£)

£0.00

Breakdown of Departmental Contract Revenue
(100%= £0)

- Total Revenue retained (£)
- Total subcontracted revenues to non SME (£)
- Total subcontracted revenues to SMEs (£)

Data provided by:

| | |
|--------------|---------------------------------------|
| Name | |
| Organisation | INSERT YOUR ORGANISATION/COMPANY NAME |
| DUNS Number | |
| Email | |
| Phone | |
| Date | |

Please provide details of the preferred contact for future reporting (If applicable):

| | |
|-------|--|
| Name | |
| Email | |
| Phone | |

S4 NHS DIGITAL PROVISIONS

1. Definitions

| | |
|--------------------------------|---|
| "Buyer Data" | <p>(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <p>(i) supplied to the Supplier by or on behalf of the Buyer; and/or</p> <p>(ii) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>(b) any Personal Data for which the Buyer is the Data Controller;</p> |
| "Buyer Background IPRs" | <p>(a) IPRs owned by the Buyer before the Commencement Date, including IPRs contained in any of the Buyer's Know-How, documentation, processes and procedures;</p> <p>(b) IPRs created by the Buyer independently of this Contract; and/or</p> <p>(c) Crown Copyright which is not available to the Supplier otherwise than under this Contract;</p> <p>but excluding IPRs owned by the Buyer subsisting in the Buyer's software;</p> |
| "Contractor" | means any individual delivering the Services (or any part of them); |
| "Intermediary" | means any "intermediary" (as defined in section 61M ITEPA) in respect of which any of Conditions A – C within section 61N ITEPA are met; |
| "ITEPA" | Income Tax (Earnings and Pensions) Act 2003; |
| "Medical Device" | means any Deliverable, software or Service that falls under the definition of a medical device in accordance with guidance published by the Medicines and Healthcare Products Regulatory Agency; |

"Off-Payroll Working Rules" means the provisions of Chapter 10 of Part 2 ITEPA relating to the engagement of workers through intermediaries and the provisions of Social Security Contributions (Intermediaries) Regulations 2000/727 (or, in each case, any other provisions under any law having like effect);

"Open Source" means computer software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;

"Project IPRs" **Specific** (a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including (but not limited to) database schema; and/or

(b) Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under this Contract;

but shall not include the Supplier Background IPRs;

"Supplier Background IPRs" (a) Intellectual Property Rights owned by the Supplier before the Commencement Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or

(b) Intellectual Property Rights created by the Supplier independently of this Contract,

which in each case is or will be used before or during the Term for designing, testing implementing or providing the Services but excluding Intellectual Property Rights owned by the Supplier subsisting in any Supplier software;

"Tax" means income tax, employee national insurance contributions and employer national insurance contributions (in each case whether or not required to be accounted for under the PAYE rules of the United Kingdom) and any equivalent tax, contribution or similar

obligations elsewhere, together, in each case, with all related penalties and interest;

2. Intellectual Property Rights

- 2.1 In respect of all Buyer Data, the Buyer shall be the owner of all such Buyer Data and any Buyer Background IPRs and Project Specific IPRs in such Buyer Data and any modifications, updates and amendments in relation to the same. The Supplier may not assign, license or otherwise deal with any Buyer Data or IPRs in such Buyer Data without the Buyer's specific written consent.
- 2.2 All Project Specific IPRs shall vest in the Buyer absolutely, and the Supplier hereby assigns to the Buyer, absolutely with full title guarantee (and free from all third party rights), any and all of its right, title and interest in and to all the Project Specific IPRs and shall procure that any third party owner of the Project Specific IPRs assigns them to the Buyer on the same basis to the fullest extent permitted by law.
- 2.3 The assignment under paragraph 2.2 shall be a present assignment for future rights that will take effect immediately on the coming into existence of the relevant Project Specific IPRs as appropriate.
- 2.4 The Supplier shall waive or procure a waiver of any moral rights in any copyright works assigned to the Buyer under the Contract.
- 2.5 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free and global licence to use, sub-license and/or commercially exploit use any Supplier Background IPRs or IPRs owned by a third party used to provide the Services including those that are embedded within or which are an integral part of the Project Specific IPRs and to the extent required to enjoy the full benefit of ownership of the Project Specific IPRs. The Buyer shall have the right to grant to any person a sub-licence of any licence granted pursuant to this paragraph.
- 2.6 Unless the Supplier specifically identifies and discloses in writing the Supplier Background IPRs which shall be provided, used or incorporated by the Supplier in the provision of the Services, the default position shall be that all items and Deliverables shall be assigned to the Buyer as Project Specific IPR as if there is no Supplier Background IPRs.
- 2.7 Each Party undertakes that it shall without charge to the other Party promptly execute all documents, make all applications, give all assistance and do or procure the doing of all acts and things as may be necessary or desirable to give full effect to the assignment of the Project Specific IPRs described in paragraph 2.2 in, and to register ownership of the Project Specific IPRs in, the name of the Buyer (to the extent that registration of rights is available) and/or to give full effect to the licences granted under this paragraph 2 or clause 13 of the Call-Off Terms. The Supplier shall procure that any third party owner of the Project Specific IPRs does so on the same basis.
- 2.8 The Buyer shall grant to the Supplier a transferable, perpetual, irrevocable, non-exclusive, royalty-free and global licence to use, sub-license and/or commercially exploit the Project Specific IPRs. The Supplier shall inform the Buyer of any such use, sub-licence or exploitation prior to it occurring.

2.9 If the Supplier wishes to use Open Source software then the Supplier shall:

- 2.9.1 notify the Buyer in writing giving details of the licence terms and whether there are alternative software providers which the Supplier could seek to use;
- 2.9.2 identify all items of Open Source software used and proposed to be used in an up to date register of open source software; and
- 2.9.3 provide copies of the Open Source register and the licences upon request by the Buyer.

3. Medical Devices

If and to the extent any software, Deliverable or part of the Services constitutes a Medical Device, the Supplier warrants and represents that it has 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.

4. IR35

- 4.1 The Buyer and the Supplier agree and acknowledge that this Contract represents a contract for a fully contracted out service and, as a result, the Off-Payroll Working Rules shall not apply to the Buyer in relation to the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor.
- 4.2 Notwithstanding paragraph 4.1, the Supplier warrants and undertakes to the Buyer that, where any Contractor is or will be delivering their services through an Intermediary, prior to the commencement of the delivery of any services by that Contractor, the Supplier will give written notice to the Buyer, and shall procure that such Contractor shall not be involved in the delivery of the Services (or any part of them) by the Supplier without the prior written consent of the Buyer.
- 4.3 The Supplier warrants and undertakes to the Buyer that it shall manage the delivery of the Services (and any part of them) and shall do or not do (as the case may be) all such things as are necessary, in each case, to ensure that the Off-Payroll Working Rules shall not apply to the Buyer in relation to the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor.
- 4.4 The Supplier shall immediately inform the Buyer if, at any time, it becomes aware of any new or additional fact, matter or circumstance, or any change in any fact, matter or circumstance, in each case, from which it appears that the Off-Payroll Working Rules could apply to the Buyer in relation to the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor.
- 4.5 Promptly upon request from the Buyer, the Supplier shall provide (or procure provision) to the Buyer of all such evidence, information and assistance as the Buyer reasonably requires:
 - 4.5.1 in order to confirm that the warranties and undertakings given by the Supplier in paragraphs 4.2 and 4.3 are, and remain, true, accurate and correct in all respects; and
 - 4.5.2 in connection with the Off-Payroll Working Rules (including, but not limited to, such information or assistance as the Buyer reasonably requires in order to assess whether or not the Off-Payroll Working

Rules apply to the provision of the Services (or any part of them) and/or to any arrangements involving the performance of any services by any Contractor or to comply with any other requirement or obligation it may have as a result of or in connection with the application of the Off-Payroll Working Rules).

4.6 The Supplier shall, at all times, comply with any and all requirements or obligations it may have as a result of or in connection with the application of the Off-Payroll Working Rules to the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor, including, but not limited, to any obligation to make any deductions for Tax, and shall procure the compliance of all other parties involved (directly or indirectly) in the supply of the Services (or any part of them).

4.7 The Buyer shall be entitled to make any deductions in respect of Tax, from any payments to the Supplier, which it reasonably considers are required to be made as a result of, or connection with, the application of the Off-Payroll Working Rules.

4.8 The Supplier shall indemnify the Buyer, on demand and on an after-Tax basis, against:

- 4.8.1 any and all proceedings, claims or demands by any third party (including, but without limitation, HM Revenue & Customs and any successor, equivalent or related body);
- 4.8.2 any and all Tax and any other liabilities, losses, deductions, contributions or assessments; and
- 4.8.3 any and all reasonable costs or expenses and any penalties, fines or interest incurred or payable,

in each case, which arise as a result of, in consequence of, or otherwise in connection with:

(i) the application of the Off-Payroll Working Rules to the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor; and/or

(ii) the Supplier, at any time, being in breach of any of the warranties or undertakings given in paragraphs 4.2, 4.3 and 4.10.

4.9 The Buyer may at its option satisfy the indemnity given under paragraph 4.8 (in whole or in part) by way of deduction from payments due to the Supplier.

4.10 The Supplier warrants to the Buyer that it is not, nor will it prior to the cessation of this Contract become, a “managed service company”, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

5. Security of Supplier Personnel

5.1 Supplier Personnel shall be subject to pre-employment checks that include, as a minimum: verification of identity, employment history, unspent criminal convictions and right to work, as detailed in the HMG Baseline Personnel Security Standard (<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>), as may be amended or replaced by the Government from time to time.

5.2 The Supplier shall agree on a case by case basis which Supplier Personnel roles which require specific government National Security Vetting clearances (such as ‘SC’) including system administrators with privileged access to IT systems which store or process Buyer Data. The Supplier shall provide and maintain a breakdown of the

security clearance held for each Supplier Personnel role and shall work with the Buyer to propose any necessary amendments to these in order to provide the Services.

- 5.3 The Supplier shall prevent Supplier Personnel who have not yet received or are unable to obtain the security clearances required by this paragraph from accessing systems which store, process, or are used to manage Buyer Data, or from accessing Buyer Premises, except where agreed with the Buyer in writing.
- 5.4 All Supplier Personnel that have the ability to access Buyer Data or systems holding Buyer Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually, and the Supplier must be able to demonstrate the completion of the training for all in scope staff.
- 5.5 Where Supplier Personnel are granted the ability to access Buyer Data or systems holding Buyer Data, those Supplier Personnel shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need such access but remain employed by the Supplier's organisation, their access rights shall be revoked by the close of business on the following Working Day. When staff no longer need such access and they leave the Supplier's organisation, their access rights shall be revoked by the close of business on the same Working Day.

6. Data Controller Third Party Rights

- 6.1 Further to Clause 18 (*Protection of Personal Data*), where in Attachment 2 (Schedule of Processing, Personal Data and Data Subjects) of the Order Form 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.
- 6.2 Where the third party public sector Controller wishes to exercise its rights pursuant to paragraph 6.1, the Buyer shall notify the Supplier that the rights are to be exercised.
- 6.3 The enforcement rights granted by paragraph 6.1 are subject to the following restrictions and qualifications:
 - 6.3.1 the Parties may vary, terminate or rescind the Contract without the consent of any third party; and
 - 6.3.2 the Buyer may, as agent or trustee, enforce any term of the Contract on behalf of another such relevant third party to whom rights have been granted.

7. Data Protection Indemnity

The Supplier shall indemnify the Buyer, and keep the Buyer indemnified, against damages, compensation, costs, claims, demands, expenses, professional costs, and/or charges arising from enforcement action by the Information Commissioner or any regulatory authority and/or assertion of rights by Data Subjects, arising from a breach by the Supplier of the Data Protection Legislation and/or the data processing conditions set out in this Contract.

8. Execution and Counterparts

- 8.1 This 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.
- 8.2 Execution of this 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 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 Contract as if signed by each Party's manuscript signature. In such situation, this Contract shall be formed on the date on which both Parties have electronically signed the Contract as recorded in the Buyer's electronic contract management system.

9. Subcontracting

9.1 For the purposes of this Call-Off Contract, excluding in relation to clause 22.1, all references to Sub-Contractors shall be interpreted as references to Key Sub-Contractors. Clause 22.2 shall be interpreted as applying without the requirement for the written consent of CCS.

10. Flexible Resource Model

10.1 From the Commencement Date, the Supplier shall provide the Initial Services set out in Attachment 1 of the Order Form using the number of resources agreed in writing between the Supplier and the Buyer, with the relevant start date of each of those resources also subject to agreement.

10.2 The Buyer may amend the resourcing requirements of this Contract in accordance with the following process (the "**Flexible Resource Model**"):

10.2.1 Requirement for Additional Resources:

- a) The Buyer may require the Supplier to increase the number of Supplier Personnel (each an "**Additional Resource**") providing Services under the Contract by issuing a notice to the Supplier (the "**Increased Resource Notice**").
- b) The Increased Resource Notice shall set out:
 - I. the number of Additional Resources required by the Buyer to provide Services set out in Attachment 1 of the Order Form;
 - II. the breakdown of the required SFIA grades for each of the Additional Resources;
 - III. the date from which the Additional Resources are required, which shall be no less than 10 Working Days from the date the Increased Resource Notice is issued by the Buyer to the Supplier;
 - IV. the period of time for which the Buyer requires the provision of the Additional Resources; and
 - V. confirmation of the anticipated costs for such Additional Resources which shall be calculated using the rate card set out in the Order Form.
- c) In the event the Supplier is unable to provide the Additional Resources at the required SFIA grades, the Supplier shall provide Additional Resources up to one higher grade with no additional cost to the Buyer. For the

avoidance of doubt, such resources shall be charged to the Buyer at the rate for the SFIA grade specified within the Increased Resource Notice.

- d) In the event the Supplier is unable to meet the request set out in the Increased Resource Notice, despite the mechanism set out in paragraph 10.2.1(c) above, the Supplier will notify the Buyer of the relevant elements of the Increased Resource Notice it is unable to comply with.

10.2.2 Requirement to Decrease Resources:

- a) The Buyer may reduce the number of Supplier Personnel providing Services at any time by giving the Supplier 5 Working Days written notice (the **"Decreased Resource Notice"**).
- b) The Decreased Resource Notice shall set out:
 - I. the number of members of Supplier Personnel to be removed from the provision of Services (each a **"Removed Resource"**);
 - II. the SFIA grade of each of the Removed Resources;
 - III. the date from which the Removed Resources are to be removed from the provision of Services, which shall be no earlier than 5 Working Days from the date of the Decreased Resource Notice.

10.3 The Buyer shall:

10.3.1 only pay the Charges, in accordance the rate card set out in the Order Form, for the Additional Resources who are the subject of an Increased Resource Notice for the period in which they provide the Services; and

10.3.2 not be liable to pay the Charges for any member of Supplier Personnel from the date of removal set out in any applicable Decreased Resource Notice.

10.4 The Supplier acknowledges that the Buyer's resourcing requirements shall only be amended in accordance with the Flexible Resource Model and agrees that it shall comply with the requirements set out in each Increased Resource Notice and Decreased Resource Notice that has been issued by the Buyer in accordance with the provisions set out above.

10.5 The Flexible Resource Model shall only amend the number of Supplier Personnel providing the Services and no other term or provision of the Contract shall be amended by an Increased Resource Notice or Decreased Resource Notice.

10.6 The Buyer shall have the right to approve all Additional Resources and Removed Resources that the Supplier is proposing to add or remove (as applicable) from the Contract (in accordance with an Increase Resource or Decreased Resource Notice).

10.7 Prior to any member of Supplier Personnel beginning to provide Services under the Contract, the Parties shall agree the applicable SFIA grade that applies to such Supplier Personnel. In the event the Parties cannot agree the SFIA grade of each applicable member of Supplier Personnel, acting reasonably, the lower of the grades suggested by the Parties shall apply.

10.8 In addition to the Flexible Resource Model set out above, the Buyer shall have the right to require the Supplier to remove any specific named member of Supplier Personnel, if in the Buyer's sole discretion and reasonable opinion:

10.8.1 the member of Supplier Personnel is not performing the Services to a suitable standard or in accordance with the Buyer's requirements set out in Attachment 1; or

10.8.2 the Supplier is charging the member of Supplier Personnel at a SFIA grade which is over and above the Services that member of Supplier Personnel is performing.

ALTERNATIVE CLAUSES

SCOTS LAW

1. Governing Law and Jurisdiction (Clause 37.1 and 37.4)

- (a) Reference to “*laws of England and Wales*” in the original Clause 37.1 of the Contract (Governing Law, Jurisdiction and Dispute Resolution) shall be replaced with “*laws of Scotland*”.
- (b) Where legislation is expressly mentioned in the Contract, the adoption of Clause (a) shall have the effect of substituting the equivalent Scots legislation.
- (c) Reference to “the courts of England and Wales” in the original Clause 37.4 of the Contract (Governing Law, Jurisdiction and Dispute Resolution) shall be replaced with “the Court of Session”.

2. Definitions (Working Day)

- (a) Reference to “England and Wales” in the definition of Working Day shall be replaced with “Scotland”.

3. Definitions (Insolvency Event)

- (a) Reference to “Assignment” in the definition of Insolvency Event shall be replaced with “Assignment”.

4. Definitions (Losses)

- (a) Reference to “tort” in the definition of Losses shall be replaced with “delict”.

NORTHERN IRELAND LAW

1. Governing Law and Jurisdiction (Clause 37.1 and 37.4)

- (a) Reference to “laws of England and Wales” in the original Clause 37.1 of the Contract (Governing Law, Jurisdiction and Dispute Resolution) shall be replaced with “laws of Northern Ireland”.
- (b) Where legislation is expressly mentioned in the Contract the adoption of Clause (a) shall have the effect of substituting the equivalent Northern Ireland legislation.
- (c) Reference to “the courts of England and Wales” in the original Clause 37.4 of the Contract (Governing Law, Jurisdiction and Dispute Resolution) shall be replaced with “the Courts of Northern Ireland”.

2. Definitions (Working Day)

- (a) Reference to “England and Wales” in the definition of Working Day shall be replaced with “Northern Ireland”.

3. (Definitions) Insolvency Event

- (a) Reference to “section 123 of the Insolvency Act 1986” in limb f) of the definition of Insolvency Event shall be replaced with “Article 103 of the Insolvency (NI) Order 1989”.



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