



**RM6100 Technology Services 3 Agreement
Framework Schedule 4 - Annex 1
Lots 2, 3 and 5 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 RM6100 Crown Commercial Service website and at Annex 1, as varied in accordance with this Order Form.

The Supplier shall provide the Services and/or Goods 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:

1. This document headed "Order Form";
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports;
12. Attachment 11 – Authority Special Terms;
13. Attachment 12 – Schedule 2 (Charges and Invoicing);
14. Attachment 13 – Schedule 4 (Staff Transfer)
15. Attachment 14 – Schedule 7 (Governance) Part A – Short Form Governance;
16. Annex 1 – Original RM6100 Call Off Terms and Additional/Alternative Schedules and Clauses;
17. Annex 2 – Buyer Policies; and
18. Annex 3 - Additional Tender Documents.



The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

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

Section A

General information

Contract Details	
Contract Reference:	C117697
Contract Title:	Future Connectivity Programme – Delivery Partner Services.
Contract Description:	The provision of technical and expertise advice, support and guidance to the Future Connectivity programme through all stages of the Gigabit Pathway delivery journey. Acting as part of the 'Delivery Hub', the Supplier will intervene as required to address and unblock issues experienced to help smooth the way for organisations to achieve appropriate and critical connectivity to enable digital transformation across the NHS.
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	<p>£3,168,000 inclusive of all Reimbursable Expenses but excluding VAT, up to and including 31st March 2025.</p> <p>The provision of any Services and the associated Charges for the period starting 1 April 2025 is subject to further governance, approvals and funding of the Authority. In the event the Contract is extended beyond 31 March 2025, the Contract Anticipated Potential Value may need to be amended using the Change Control Procedure.</p>
Estimated Year 1 Charges:	from Services Commencement Date to 31 March 2024 (excluding VAT).



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Commencement Date: this should be the date of the last signature on Section E of this Order Form

Service Commencement Date: (meaning the date on which the Supplier shall commence provision of the Services) 3 January 2023

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 50.6 of the Contract

Buyer Project Reference

Please provide the customer project reference number.
C39498

Supplier details

Supplier name

The supplier organisation name, as it appears in the Framework Agreement
Credera Limited

Supplier address

Supplier's registered address
Bankside 3, 90 - 100 Southwark Street, London SE1 0SW

Supplier representative name

The name of the Supplier point of contact for this Order



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Supplier representative contact details

Email and telephone contact details of the supplier's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

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.

[Click here to enter text.](#)

Guarantor details

Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.

Guarantor Company Name

The guarantor organisation name

Not applicable

Guarantor Company Number

Guarantor's registered company number

Not applicable

Guarantor Registered Address

Guarantor's registered address

Not applicable



Section B

Part A – Framework Lot

Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2, 3 and/or 5. Where Lot 1 is also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.

- | | |
|--|-------------------------------------|
| 1. TECHNOLOGY STRATEGY & SERVICES DESIGN | <input type="checkbox"/> |
| 2. TRANSITION & TRANSFORMATION | <input checked="" type="checkbox"/> |
| 3. OPERATIONAL SERVICES | |
| a: End User Services | <input type="checkbox"/> |
| b: Operational Management | <input type="checkbox"/> |
| c: Technical Management | <input type="checkbox"/> |
| d: Application and Data Management | <input type="checkbox"/> |
| 5. SERVICE INTEGRATION AND MANAGEMENT | <input type="checkbox"/> |

Part B – The Services Requirement

Commencement Date

See above in Section A

Contract Period

Guidance Note – this should be a period which does not exceed the maximum durations specified per Lot below:

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
2	36 (3)

Initial Term Months

12 Months from the Service Commencement Date

Extension Period (Optional) Months

The Contract Period can be extended by increments as appropriate, as determined by the Buyer, provided that such increments, and the Initial Term, collectively do not exceed the Maximum Term. Any Extension Period which extends the Contract Period beyond 31st March 2025 will be subject to further governance, approvals and funding of the Authority.



Minimum Notice Period for exercise of Termination Without Cause 14 calendar days
Insert right (see Clause 35.1.9 of the Call-Off Terms)

Sites for the provision of the Services

Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third party premises.

The Supplier shall provide the Services following a hybrid working model, utilising remote working and attendance from the following Sites:

Buyer Premises:

The Buyer Premises at The Leeds Government Hub, 7&8 Wellington Place, Leeds, LS1 4AP shall be the Supplier's contractual base and the Supplier shall ensure it maintains the ability to deploy resource to the Buyer's alternative locations within England in accordance with the requirements of the programme. No expenses shall be payable to the Supplier for the Supplier's attendance at the Buyer's Premises in Leeds.

Any expenses payable for travel other than to the Buyer's Premises in Leeds will be subject to compliance with the Buyer's expenses policy set out in Annex 2 (Buyer Policies) which may be amended by the Buyer from time to time.

No hotel or travel expenses shall be payable by the Buyer, under the terms of the Buyer's expenses policy, unless the Supplier has sought and received the Buyer's written approval of such expenses prior to costs being incurred by the Supplier.

Supplier Premises:

Not Applicable.

Third Party Premises:

Not Applicable.

Buyer Assets

Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms

The Buyer shall provide the Supplier with:

- Access, permissions and licenses to relevant Buyer systems as required for the provision of the Services including but not limited to MS Office, and the provision of virtual desktop infrastructure;
- NHS Mail accounts required for the provision of the Services.
See Attachment 1 Services Specification for more information.

Additional Standards

Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.

The technical standards required for this Call-Off Contract are those applicable to Good Industry Practice.



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 purpose 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.

‘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.

Buyer Security Policy

Guidance Note: where the Supplier is required to comply with the Buyer’s Security Policy then append to this Order Form below.

The Supplier shall comply with the policies set out in Annex 2, as may be amended from time to time.

Buyer ICT Policy

Guidance Note: where the Supplier is required to comply with the Buyer’s ICT Policy then append to this Order Form below.

The Supplier shall comply with the policies set out in Annex 2, as may be amended from time to time.

Insurance

Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.

Third Party Public Liability Insurance (£) – 5,000,000

Professional Indemnity Insurance (£) – 5,000,000

Employers' liability insurance (£) – 5,000,000

Product liability insurance (£) – 5,000,000

Buyer Responsibilities



Guidance Note: list any applicable Buyer Responsibilities below.

The Buyer is responsible for:

- the provision of the Buyer Assets to the Supplier;
- the provision of NHS Mail accounts to the Supplier;
- the provision of reasonable assistance to the Supplier where necessary

Goods

Guidance Note: list any Goods and their prices.

Not Applicable.

Governance – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	<input checked="" type="checkbox"/>
Part B – Long Form Governance Schedule	<input type="checkbox"/>

The Part selected above shall apply this Contract.

Change Control Procedure – Option Part A or Part B

Guidance Note: the Call-Off Terms has two options in respect of change control. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is no requirement to include a complex change control procedure where operational and fast track changes will not be required.

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	<input checked="" type="checkbox"/>
Part B – Long Form Change Control Schedule	<input type="checkbox"/>

The Part selected above shall apply this Contract.

Section C

Part A - Additional and Alternative Buyer Terms

Additional Schedules and Clauses *(see Annex 3 of Framework Schedule 4)*

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.

Part A – Additional Schedules

Guidance Note: Tick any applicable boxes below

Additional Schedules	Tick as applicable
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S1: Implementation Plan	<input type="checkbox"/>
S2: Testing Procedures	<input type="checkbox"/>
S3: Security Requirements (either Part A or Part B)	Part A <input type="checkbox"/> or Part B <input checked="" type="checkbox"/>
S4: Staff Transfer	<input checked="" type="checkbox"/>
S5: Benchmarking	<input type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input checked="" type="checkbox"/>
S7: Continuous Improvement	<input checked="" type="checkbox"/>
S8: Guarantee	<input type="checkbox"/>
S9: MOD Terms	

Part B – Additional Clauses

Guidance Note: Tick any applicable boxes below

Additional Clauses	Tick as applicable
C1: Relevant Convictions	
C2: Security Measures	
C3: Collaboration Agreement	

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

Part C - Alternative Clauses

Guidance Note: Tick any applicable boxes below

The following Alternative Clauses will apply:

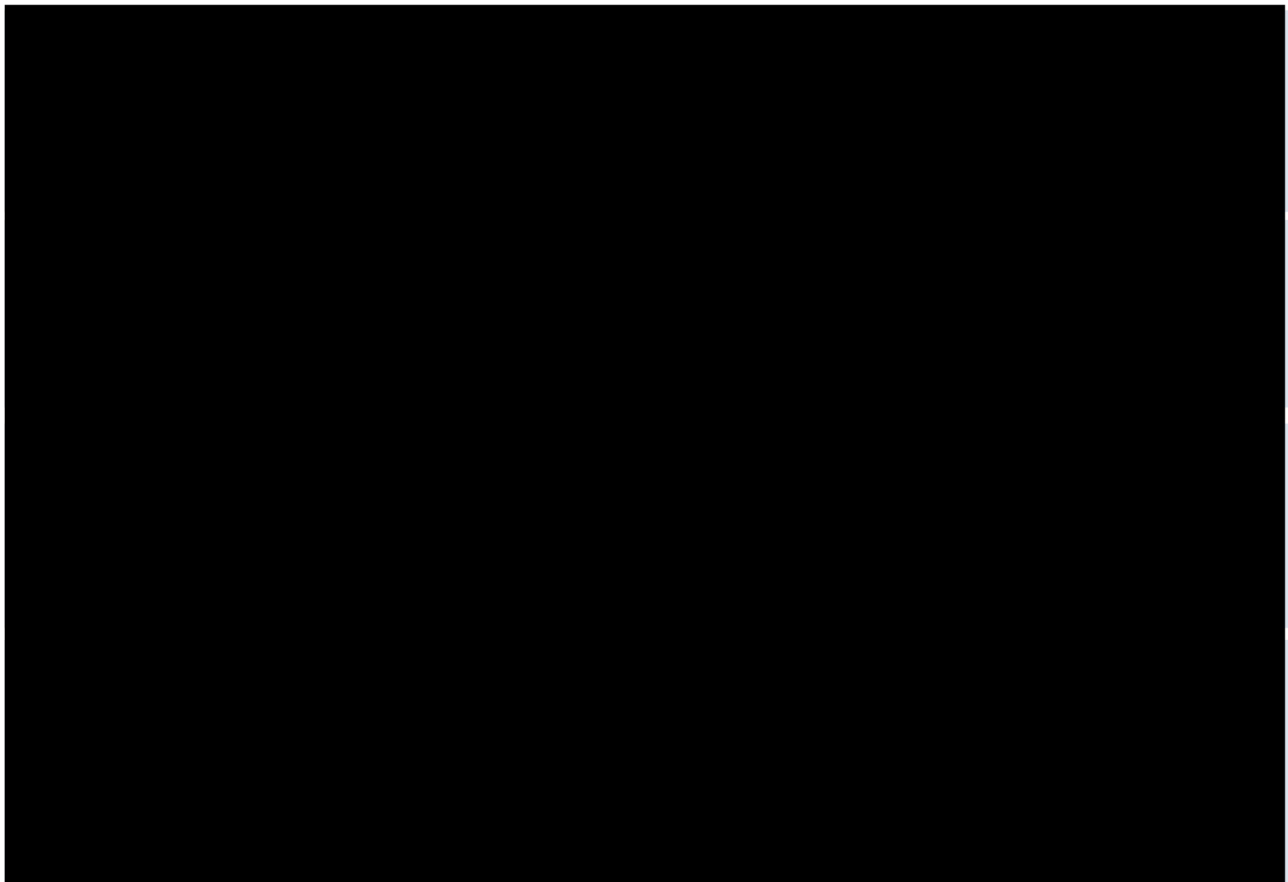
Alternative Clauses	Tick as applicable
Scots Law	
Northern Ireland Law	
Joint Controller Clauses	

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A



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Section D 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.*

1. Information relating to the day rates of the Supplier's Personnel and calculations and financial modelling on the grounds of commercial confidentiality but excluding all information in relation to the amount of Charges payable by the Buyer in respect of the supply of the Services.



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Section E Contract Award

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

SIGNATURES



Attachment 1 – Services Specification

No.	Requirement
1.0.0	The Supplier shall ensure poor performance identified within the provision of the Services is investigated and rectified in a timely manner to minimise impact on the Buyer.
1.1.0	The Supplier shall meet the 'tackle workforce inequality' requirements set out in Social Value Theme 4: Equal opportunity
1.1.1	The Supplier shall maintain an up-to-date Security Management Plan in accordance with Part B of Additional Schedule 3 (Security Requirements)
1.1.2	The Supplier shall maintain an up-to-date Business Continuity and Disaster Recovery (BCDR) plan in accordance with Additional Schedule 6 (Business Continuity and Disaster Recovery)
1.1.3	The Supplier shall ensure all resources used to fulfil the contract have, at a minimum, successfully passed a Baseline Personnel Security Standard (BPSS) check prior to commencement of duties, and adhere to the Buyer's Security Vetting Policy, as annexed to Annex 2 of the Order Form.
1.1.4	The Supplier shall provide sufficient and appropriately flexible resource to respond to the programme's requirements, including but not limited to the provision of dedicated and named individuals to act as Account Lead, Technical Troubleshooting Lead, Tactical Intervention Lead and Project Manager for the duration of the Contract as described in Attachment 5 to the Order Form.
1.1.5	The Supplier shall ensure all flexible supplementary resources provided are appropriately skilled to meet the needs of the programme, whilst ensuring value for money for the Buyer
1.1.6	The Supplier shall provide resources with experience and/or a deep understanding of networks and connectivity within large, complex organisations sufficient to perform the Key Supplier Personnel roles.
1.1.7	The Supplier shall provide resources with a deep understanding of network connectivity and the marketplace for network infrastructure in England.
1.1.8	The Supplier shall provide resources with experience of working with public sector organisations
1.1.9	The Supplier shall onboard and offboard resource as required to meet the demands of the programme, ensuring appropriate transfer of knowledge is completed to protect the programme from any impacts.
1.1.10	The Supplier shall ensure the Key Supplier Personnel are mobilised for



	deployment to the programme on the agreed Service Commencement Date.
1.1.11	The Supplier shall have demonstrable experience of Public Sector business case scoping and production in line with the Green Book Guidance, including but not limited to requirements capture and engagement with stakeholders.
1.1.12	The Supplier shall provide strategic and tactical advice and recommendations to the Future Connectivity leadership team. This will include horizon scanning on policy, risks and issues, connectivity market intelligence and other pertinent matters relating to the programmes objectives and outcomes.
1.1.13	The Supplier shall provide technical (network) expertise and troubleshooting capability for the programme, including conducting root cause analysis, the development and delivery of appropriate resolutions to prevent reoccurrence and to limit disruption to programme delivery.
1.1.14	The Supplier shall scope, establish, and operate a flexible, central technical troubleshooting capability for the programme in accordance with C39498 FCDP Operational Specification as set out in Annex 3 of this Order Form. This will identify, analyse, and recommend solutions for deployment to address issues that are affecting the programme's delivery of Gigabit Pathways and Care activities, on an adhoc and/or planned basis at short notice.
1.1.15	The Supplier will scope, establish, and operate a flexible, central tactical intervention capability for the programme in accordance with C39498 FCDP Operational Specification as set out in Annex 3 of this Order Form. This will provide support to the programme teams working on a regional basis, to remove and/or prevent issues that could impede progression of Gigabit Pathways and Care activities.
1.1.16	The Supplier shall have demonstrable experience of working in an agile, flexible, and iterative manner, and with blended delivery teams within complex organisations
1.1.17	The Supplier shall provide resource with stakeholder engagement and management experience including the identification of stakeholders, building of trust, focus, understanding and consultation



Attachment 2 – Charges and Invoicing

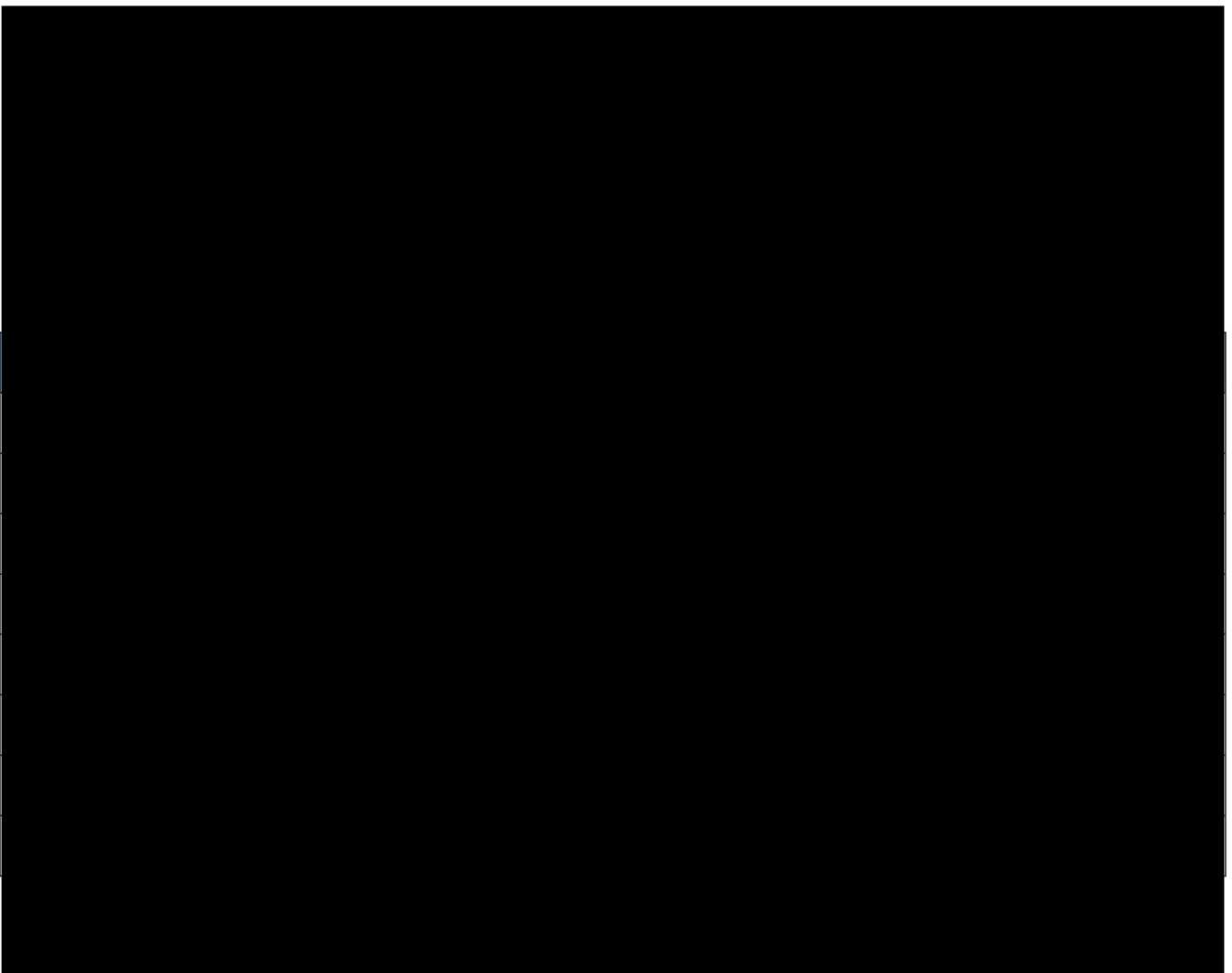
Part A – Milestone Payments and Delay Payments

Not applicable

Part B – Service Charges

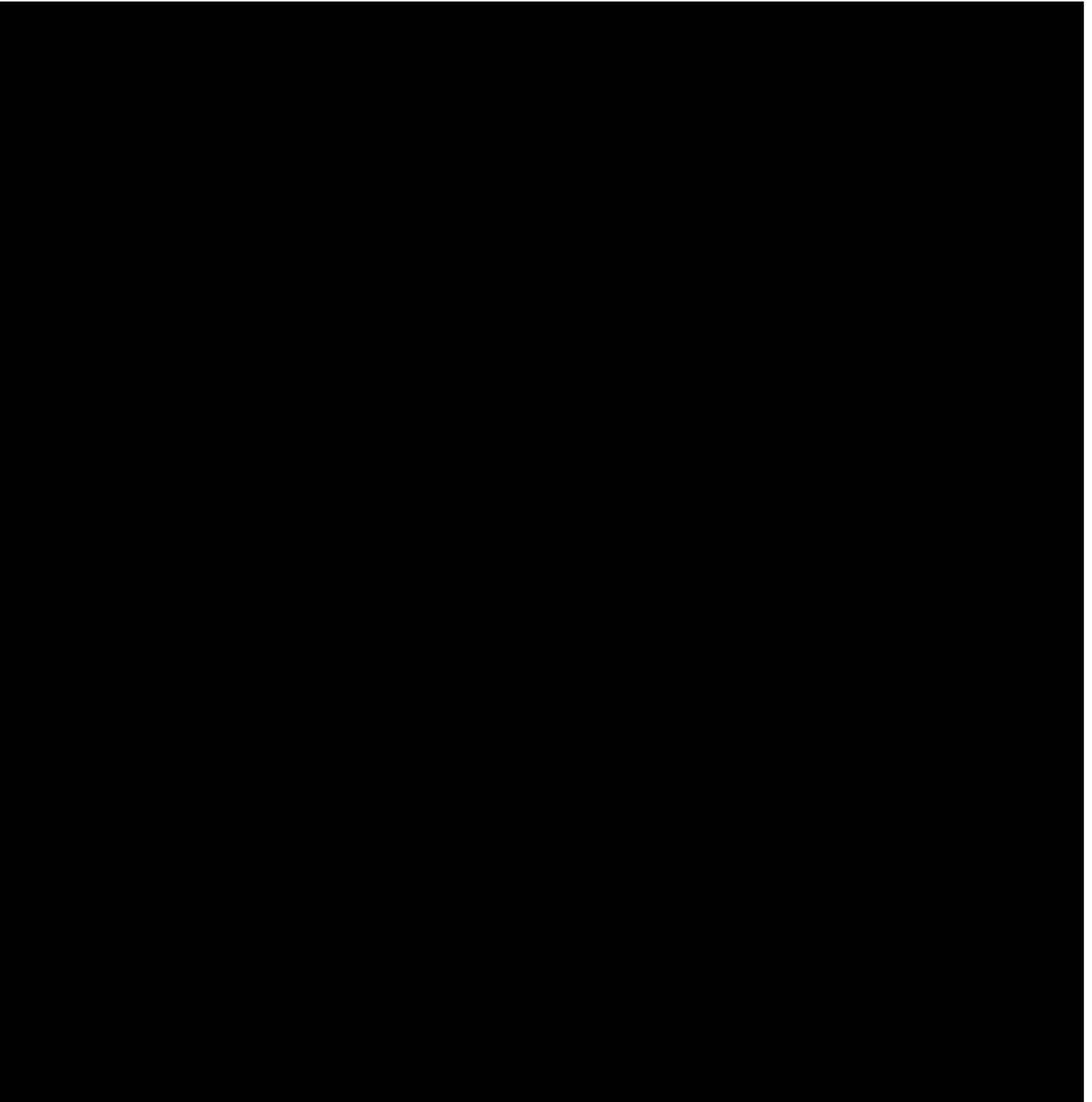
Not applicable.

Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges





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Part D – Risk Register

Not applicable

Part E – Early Termination Fee(s)

If the Buyer exercises its right to terminate in accordance with clause 35.1.9, the Buyer will be liable to pay Charges accrued under the terms of this Contract up until the date of termination and will not be liable for any further costs.

The Buyer will under no circumstances be responsible or liable for any loss of profit, loss of revenue or opportunity, anticipated savings, damage to goodwill, wasted management or staff time or any punitive or exemplary damages, whether or not the likelihood of such could have been reasonably contemplated, if it exercises its right to terminate in accordance with clause 35.1.9 of the Contract.

Part F - 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 Annex 2 (which may be updated by the Buyer from time to time).
2. No hotel or travel expenses shall be payable by the Buyer under the terms of the Buyer's expenses policy unless the Supplier has sought and received the Buyer's written approval of such expenses prior to costs being incurred by the Supplier.
3. The Supplier's total claim for expenses under this Contract shall not exceed [REDACTED].



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Attachment 3 – Outline Implementation Plan

Not applicable.



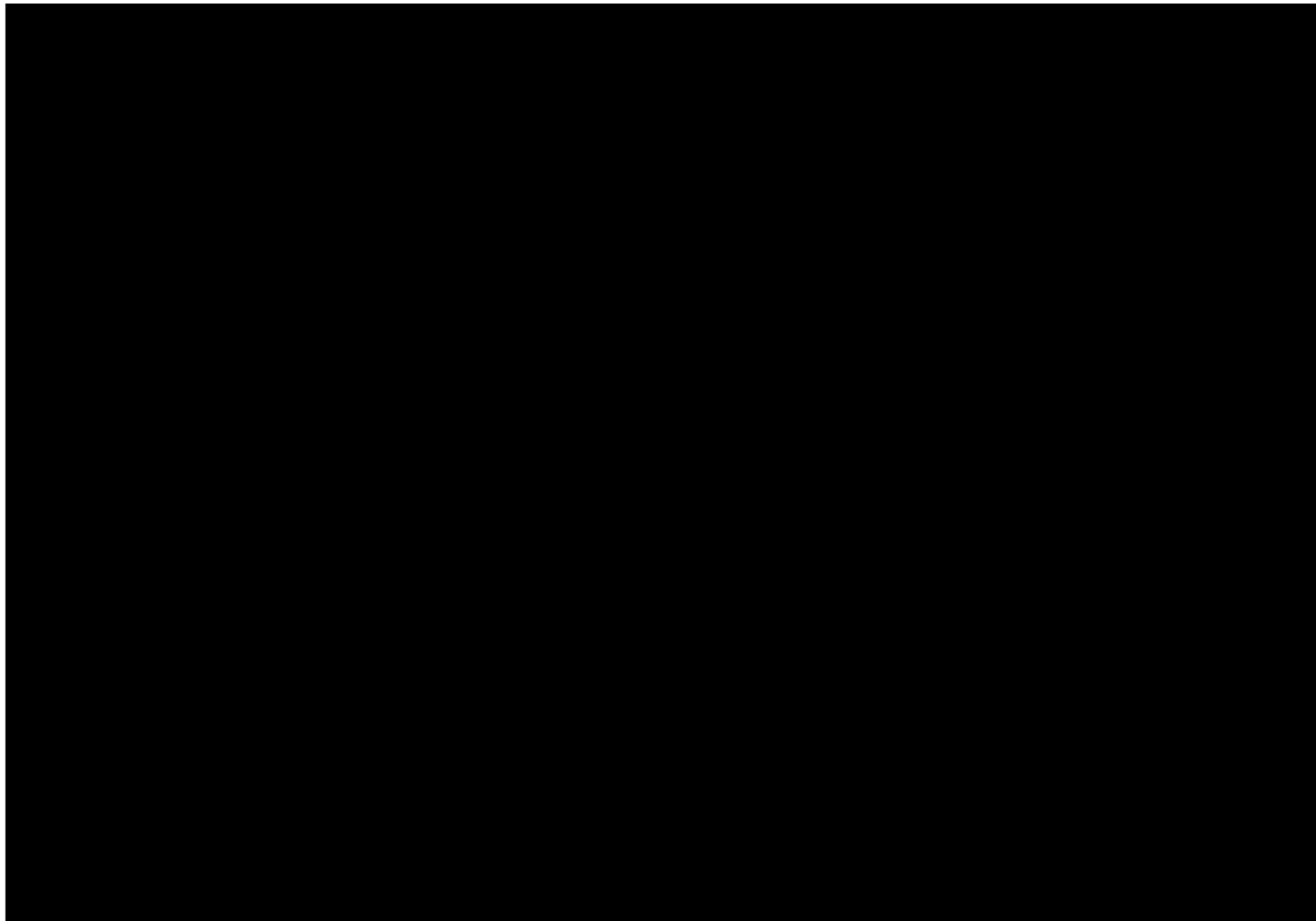
Attachment 4 – Service Levels and Service Credits

Service Levels

Service Levels				Service Credit for each Service Period
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	
Balanced Scorecard (see file C39498 FCDP Balanced Scorecard) as at the Commencement Date embedded at Annex 3	Overall performance	A score of 80 or above	A score of 50 or less	



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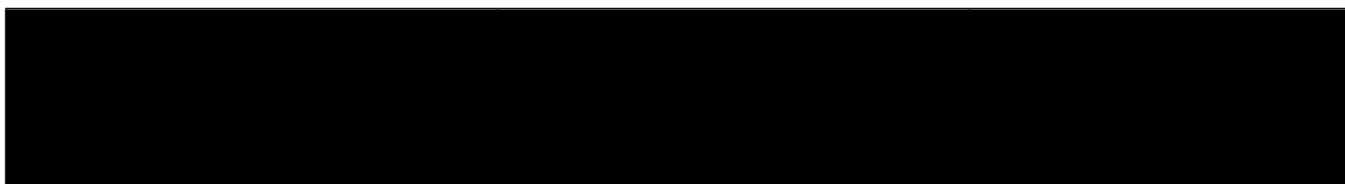


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Attachment 5 – Key Supplier Personnel and Key Sub-Contractors

- .1.1 The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

Part A – Key Supplier Personnel



Part B – Key Sub-Contractors

Not applicable.



Attachment 6 – Software

- 1.1 The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).
- 1.2 The Parties agree that they will update this Attachment 6 periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

Part A – Supplier Software

Not applicable.

Part B – Third Party Software

Not applicable.

Attachment 7 – Financial Distress

For the purpose of Schedule 7 (Financial Distress) of the Call-Off Terms, the following shall apply:

PART A – CREDIT RATING THRESHOLD

Entity	Credit Rating (long term) <i>(insert credit rating issued for the entity at the Commencement Date)</i>	Credit Rating Threshold <i>(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3))</i>
Supplier		

PART B – RATING AGENCIES

Attachment 8 – Governance

PART A – SHORT FORM GOVERNANCE

For the purpose of Part A of Schedule 7 (Short Form Governance) of the Call-Off Terms, the following boards shall apply:

Operational Board	
Buyer Members for the Operational Board	<p>Future Connectivity Project Board members including, but not limited to:</p> <ul style="list-style-type: none">• Head of Future Connectivity programme• Industry and Strategy SME• Programme and Project Managers• Communications Manager• Commercial Managers• PMO Lead• Technical Architect• MI Partner Account Manager, Operational and Development Leads
Supplier Members for the Operational Board	<ul style="list-style-type: none">• Delivery Partner Account Lead• Delivery Partner Technical Troubleshooting Lead• Delivery Partner Tactical Intervention Lead• Delivery Partner Project Manager
Frequency of the Operational Board	Fortnightly
Location of the Operational Board	Either in person in Leeds, or remotely via Microsoft Teams, as agreed between the Parties

Future Connectivity Senior Management Team	
Supplier Members required to attend	Delivery Partner Account Lead
Buyer members to attend	Future Connectivity Senior Management Team

Frequency	Fortnightly
Location	Either in person in Leeds, or remotely via Microsoft Teams, as agreed between the Parties

Performance Review Meetings	
Supplier Members required to attend	Delivery Partner Account Lead
Buyer members required to attend	Future Connectivity Programme Lead
Frequency	Monthly
Location	Either in person in Leeds, or remotely via Microsoft Teams, as agreed between the Parties

Attachment 9 – Schedule of Processing, Personal Data and Data Subjects

This Attachment 9 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

1.1.1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED],
nhsdigital.dpo@nhs.net

1.1.1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
[REDACTED]

1.1.1.3 The Processor shall comply with any further written instructions with respect to processing by the Controller.

1.1.1.4 Any such further instructions shall be incorporated into this Attachment 9.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">Name, business address, business email address and business telephone number of the Buyer's personnel, and/or Buyer representatives, who the Supplier engages with under the Contract for the provision of the Services, including that of personnel of organisations who require the Services as part of the Buyer's wider Future Connectivity Programme.
Duration of the processing	Unless required under the Law, no longer than is necessary for the purpose(s) for which the data is held and no longer than up to six Months after the expiry or termination of the Contract.
Nature and purposes of the processing	<p>To facilitate the fulfilment of the Supplier's obligations and/or Buyer responsibilities under the Contract, including, with regard to the subject matter of the processing, the collection, storage, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).</p> <p>The purposes of the Processing is to:</p> <ol style="list-style-type: none">provide and implement the Servicesmanage, track and resolve incidents associated with the Services;compile, dispatch and manage the payment of invoices; andadminister the Contract.
Type of Personal Data	<p>Only the following data attributes for each of the personnel which are the subject matter of the Processing:</p> <ul style="list-style-type: none">full name,role (in the context of this Contract),work address,work email address; and

	work telephone number(s).
Categories of Data Subject	Buyer personnel and/or Buyer representatives, including those from health and social care organisations, relevant suppliers to the Buyer and/or organisations that require or potentially require access to the Services including health and social care organisations and their representatives that the Supplier needs to contact, interact with or record in order to perform the Services and/or to administer the Contract.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Send to nhsdigital.dpo@nhs.net as a PDF once processing is complete and the contract is finalised in accordance with Data Protection Legislation.

Attachment 10 – Transparency Reports

Title	Content	Format	Frequency
Delivery Partner Progress report	Update to project board covering key activities to be progressed, key risks and issues	PowerPoint slide (template will be provided by project board secretariat)	Fortnightly
Balanced Scorecard	The Supplier shall review and update the Balanced Scorecard (as set out in Annex 3) and issue the same to the Buyer, including scores and supporting rationale.	PowerPoint slides, MS Project chart, and/or Word document	Monthly

Attachment 11 – Authority Special Terms

1. DEFINITIONS

1.1 In this Attachment, the following definitions shall apply:

"Contractor"	means any individual delivering the Services (or any part of them);
"CSR Laws"	means Laws relating to corporate social responsibility issues (e.g. anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity), including but not limited to the Modern Slavery Act 2015, the Public Services (Social Value) Act 2012, the Public Contracts Regulations 2015 (as amended) and Article 6 of the Energy Efficiency Directive 2012/27/EU, from time to time in force;
"CSR Policies"	means the Buyer's policies, including, without limitation, anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity, and any similar policy notified to the Supplier by the Buyer from time to time, and "CSR Policy" shall mean any one 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
"Light-touch Default Mechanism"	means the mechanism to address Defaults as set out at paragraph 15 of Attachment 11 to the Call-Off Order Form;
"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)
"Project Specific IPRs"	means: (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 or the Specially Written Software;

"Status Determination"

means a status determination pursuant to, and for the purposes of, the Off-Payroll Working Rules

"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. NHS DIGITAL USE OF SOFTWARE

- 2.1 The Buyer shall be entitled, free of charge, to sub licence the Software to any contractor and/or Sub-contractor of the Buyer or a Replacement Supplier who is providing Services to the Buyer, unless notified by the Supplier in advance that Software licence does not permit sub-licensing.
- 2.2 The Buyer's role as national information and technology partner to the NHS and social care bodies involves the Buyer buying Services for or on behalf of the NHS and social care entities. The Supplier shall ensure that nothing in the licences for any of the Software shall have the effect of restricting the Buyer from discharging its role as the national information and technology partner for the health and care system, which includes the ability of the Buyer to offer software and Services to the NHS and social care entities. Specifically, any software licensing clause prohibiting 'white labelling', 'provision of outsourcing services' or similar, shall not be interpreted as prohibiting the Buyer's Services.
- 2.3 The Buyer shall be entitled to deploy the Software at any location from which the Buyer and/or any contractor and/or Sub-contractor of the Buyer is undertaking Services pursuant to which the Software is being licenced.
- 2.4 Any Software licenced to the Buyer on a named user basis shall permit the transfer from one user to another user, free of charge provided that the Supplier is notified of the same (including without limitation to a named user who is a contractor and/or Sub-contractor of the Buyer).
- 2.5 The Supplier shall notify and obtain the consent of the Buyer in advance if any Software or Service permits the Supplier or any third-party remote access to the software or systems of the Buyer. Notification and consent will be conducted through one or more of the governance forums listed in Schedule 7 (*Governance*). The Buyer will maintain a register of the business purpose of the access, the conditions (if any) of such access, and the date at which the access will be reviewed.
- 2.6 The Supplier shall ensure that the Buyer shall be entitled to assign or novate all or any of the Software licences (excluding cloud assets) free of charge to any other Central Government Body, by giving the licensor prior written notice, unless notified by the Supplier in advance that Software licence does not permit novation. In relation to cloud assets only, the Supplier will use all reasonable efforts to transfer the cloud assets to appropriate contracting models of any other Central Government Body.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 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.

- 3.2 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.
- 3.3 The assignment under paragraph 3.1 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.
- 3.4 The Supplier shall waive or procure a waiver of any moral rights in any copyright works assigned to the Buyer under the Contract.
- 3.5 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.
- 3.6 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 and Supplier Software.
- 3.7 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 3.1 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 3 or clauses 21 and 22 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.
- 3.8 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-license or exploitation prior to it occurring.
- 3.9 The Supplier shall ensure that all Project Specific IPRs, Supplier Background IPRs and Third Party IPRs licensed or assigned to the Buyer is able to be assigned, novated or otherwise transferred to:
- (a) any other Central Government Body, NHS England, NHS Improvement, DHSC or any other Central Government Body or any public or private sector body which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer; or
 - (b) any other public or private body.
- 3.10 If the Supplier wishes to use Open Source software then the Supplier shall:
- (a) 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;

- (b) identify all items of Open Source software used and proposed to be used in an up to date register of open source software; and
- (c) provide copies of the Open Source register and the licences upon request by the Buyer.

4. ESCROW

- 4.1 The Supplier shall on request from the Buyer within 20 Working Days after the Commencement Date, deposit the Source Code of Software that is the Supplier's Background IPRs or Third Party IPRs in escrow with the National Computing Centre on their standard terms.
- 4.2 The Supplier shall ensure that the deposited version of the Source Code is the current version of the Software and that the deposited version is kept up to date as the Software is modified or upgraded. The Buyer shall pay the deposit and maintenance fees under the escrow agreement and the Supplier shall pay the release fees under the escrow agreement.
- 4.3 Where the Supplier is unable to procure compliance with the provisions of paragraph 4.1 in respect of any Third Party IPRs, it shall provide the Buyer with written evidence of its inability to comply with these provisions and shall agree with the Buyer a suitable alternative to escrow that affords the Buyer the nearest equivalent protection. The Supplier shall be excused from its obligations under paragraph 4.1 only to the extent that the parties have agreed on a suitable alternative.
- 4.4 In circumstances where the Buyer obtains the release of the Source Code from escrow, the Supplier hereby grants to the Buyer (on behalf of itself and the Replacement Supplier) a perpetual, assignable, royalty-free and non-exclusive licence to use, support, modify and enhance the Source Code version of the software to the extent necessary for the receipt of the Deliverables or any replacement services.

5. ADDITIONAL WARRANTIES

- 5.1 The Supplier represents and undertakes to the Buyer that all Deliverables will meet the Buyer's acceptance criteria

6. IR35

- 6.1 The Supplier warrants and undertakes to the Buyer that (i) each Contractor will be directly engaged exclusively as an employee for the purposes of and when delivering the Services (with all required Tax being withheld, deducted and/or accounted for in respect of any payments or other benefits provided to that Contractor) and (ii) that such engagement is not nor will be with any Intermediary of that Contractor.
- 6.2 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 in order to confirm that the warranties and undertakings given by the Supplier in paragraph 6.1 are, and remain, true, accurate and correct in all respects.
- 6.3 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.
- 6.4 The Supplier shall indemnify the Buyer, on demand and on an after-Tax basis, against:
 - (a) 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);

- (b) any and all Tax and any other liabilities, losses, deductions, contributions or assessments; and
- (c) 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, the Supplier, at any time, being in breach of any of the warranties or undertakings given in paragraphs 6.1 and 6.6.

6.5 The Buyer may at its option satisfy the indemnity given under paragraph 6.4 (in whole or in part) by way of deduction from payments due to the Supplier.

6.6 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.

7. SECURITY OF SUPPLIER PERSONNEL

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

8. DATA CONTROLLER THIRD PARTY RIGHTS

8.1 Further to Clause 34 (*Protection of Personal Data*), where in Attachment 9 (*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.

- 8.2 Where the third party public sector Controller wishes to exercise its rights pursuant to paragraph 8.1, the Buyer shall notify the Supplier that the rights are to be exercised.
- 8.3 The enforcement rights granted by paragraph 8.1 are subject to the following restrictions and qualifications:
- (a) the Parties may vary, terminate or rescind the Contract without the consent of any third party; and
 - (b) 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.

9. DATA PROTECTION INDEMNITY

- 9.1 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.

10. ELECTRONIC INVOICING

- 10.1 The Buyer shall accept and process for payment an electronic invoice submitted for payment by the Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing.
- 10.2 For the purposes of paragraph 10.1, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

11. CORPORATE SOCIAL RESPONSIBILITY CONDUCT AND COMPLIANCE

- 11.1 The Buyer applies corporate and social responsibility values to its business operations and activities which are consistent with the Government's corporate social responsibility policies, including, without limitation, those policies relating to anti-bribery and corruption, health and safety, the environment and sustainable development, equality and diversity.
- 11.2 The Supplier represents and warrants that it:
- (a) complies with all CSR Laws;
 - (b) requires its Sub-contractors and any person under its control, to comply with all CSR Laws; and
 - (c) has adopted a written corporate and social responsibility policy that sets out its values for relevant activity and behaviour (including, without limitation, addressing the impact on employees, clients, stakeholders, communities and the environment by the Supplier's business activities).
- 11.3 The Supplier shall notify the Buyer in the event that its corporate and social responsibility policies conflict with, or do not cover the same subject matter in an equivalent level of detail as is in, the CSR Policies.

12. MODERN SLAVERY

- 12.1 The Supplier represents and warrants that at the Effective Date neither the Supplier, nor any of its officers and employees:
- (a) have been convicted of any offence involving slavery and human trafficking; and
 - (b) having made reasonable enquiries, so far as it is aware, have been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 12.2 The Supplier shall implement due diligence procedures for its Sub-contractors and other participants in its supply chains to ensure that there is no slavery or human trafficking in its supply chains.
- 12.3 The Supplier shall prepare and deliver to the Buyer each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

13. SUBCONTRACTS

- 13.1 The Supplier shall ensure that each material Sub-contract shall include:
- (a) a right under the Contracts (Rights of Third Parties) Act 1999 for the Buyer to enforce any provisions under the material Sub-contract which confer a benefit upon the Buyer;
 - (b) a provision enabling the Buyer to enforce the material Subcontract as if it were the Supplier; and
 - (c) obligations no less onerous on the Sub-contractor than those imposed on the Supplier under this Contract. Compliance with obligations by Sub-contractors will be documented, maintained, and be available for review by Buyer security personnel.

14. EXECUTION AND COUNTERPARTS

- 14.1 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.
- 14.2 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.

15. LIGHT-TOUCH DEFAULT MECHANISM

Upon immediate discovery of any Default in the Services, the Parties shall urgently, and in any event within one Working Day, convene a remote meeting between suitably empowered representatives of the Parties in order to practicably, collaboratively and efficiently:

- (a) discuss the Default discovered;
- (b) discuss the cause of the Default and the allocation of fault;

- (c) determine financial responsibility between the Parties for the costs of rectifying the Default;
and
- (d) any other business relevant to the issue discovered.

16. DEFINITIONS

The definition of “Estimated Year 1 Charges” shall be removed in its entirety and replaced with the following:

Estimated Year 1 Charges	means the sum in pounds estimated by the Buyer to be payable by it to the Supplier as the total aggregate Charges from the Services Commencement Date until 31 March 2024 as stipulated in the Order Form
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Attachment 12 – Schedule 2 (Charges and Invoicing)





Attachment 13 – Schedule 4 (Staff Transfer)

The following provisions of Schedule 4 (Staff Transfer) are disapplied:

- Part A – Transferring Buyer Employees at commencement of Services
- Part B – Transferring Former Supplier Employees at commencement of Services
- Part D – Pensions (including its Annexes)

Attachment 14 – Schedule 7 (Governance) Part A – Short Form Governance

Schedule 7 (Governance) Part A – Short Form Governance is to be updated (if appropriate) and read alongside the following additional provisions:

1. DEFINITIONS

"Future Connectivity Senior Management Team"	the team established in accordance with Paragraph 7 of this Part A (Short Form Governance) of this Schedule 7 (Governance);
"Operational Board"	the board established in accordance with Paragraph 4 of this Part A (Short Form Governance) of this Schedule 7 (Governance); and
"Performance Review Team"	the team established in accordance with Paragraph 8 of this Part A (Short Form Governance) of this Schedule 7 (Governance).

4. Role of the Operational Board

4.5 The purpose of the Operational Board meetings is to provide updates in relation to all project areas under this Contract including, but not limited to, key activities being progressed, key activities in development, in addition to any key risks and issues identified. The Operational Board meetings will have reference to the Delivery Partner Progress Report, as provided in accordance with Schedule 6 (*Transparency Reports*).

7. Future Connectivity Senior Management Team

7.1 The Future Connectivity Senior Management Team is a team established by the Buyer for the purposes of the Buyer's Future Connectivity programme on which the Supplier and the Buyer shall be represented, amongst other stakeholders.

7.2 The Future Connectivity Senior Management Team Supplier membership, frequency and location of meetings are set out in Part A of Attachment 8 (Governance) of the Order Form.

7.3 The purpose of the Future Connectivity Senior Management Team meeting is to discuss strategic level risks and issues and agree the approach in relation to these identified risks and issues.

8 Performance Review meeting

8.1 The Performance Review Team shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.

8.2 The Performance Review Team membership, frequency and location of Performance Review Meetings are set out in Part A - Attachment 8 (Governance) of the Order Form.

8.3 Each Party shall ensure that its team member(s) shall make all reasonable efforts to attend the Performance Review Meetings at which that team member's attendance is required. If any team member is not able to attend a team meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Performance Review Meeting in their place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the meeting.

8.4 The purpose of the Performance Review Meeting is to review the Supplier's performance under this Contract, with reference to the Balanced Scorecard (see file C39498 FCDP Balanced Scorecard) . The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

9 Balanced Scorecard

9.1 For the purposes of paragraph 1.1 of Part B (Performance Monitoring) of Call-Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring), the Parties agree that the production of the Balanced Scorecard will operate as follows:

- 9.1.1 The Supplier shall within 3 Working Days of the end of each month, complete the Balanced Scorecard and issue the same to the Buyer (scores and supporting rationale to be included) as the draft "**Performance Monitoring Report**".
- 9.1.2 The Buyer shall within 3 Working Days of receipt of the Performance Monitoring Report update the content giving due consideration to the information provided by the Supplier and any other evidence the Buyer deems relevant and shall issue the updated Performance Monitoring Report to the Supplier.
- 9.1.3 The Supplier and the Buyer shall within 2 Working Days of the issue of the updated Performance Monitoring Report hold the Performance Review Meeting to agree the final Performance Monitoring Report for the month, the content of which shall be determined by the Buyer acting reasonably.

Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses














RM6100 Lots 2 3 and
5 Call-Off Terms v3.d





RM6100 Lots 2 3 and
5 Additional and Alter

Annex 2 – Buyer Policies

Policy	Document
Asset Management	 Asset Management.pdf
Back-Up	 Back Up.pdf
Bring Your Own Device	 BYOD Policy-Bring Your Own Device v2.3
Contract and Supplier Security	 Contract and Supplier Sec.pdf
Data Protection	 Data Protection.pdf
Expenses Policy	 Expenses Policy.pdf
ICT Developer	 ICT Developer.pdf
ICT Network Security	 ICT Network Security.pdf
Security and Vetting	 GPG-NHS Digital Security Vetting-v2.0_
Digital corporate Confidentiality	 NHS Digital Corporate Confidenti
Physical and Environmental Security	 NHS Digital Physical and Environmental Se

Annex 3 – Tender Documentation

The following documents were issued as part of the tender park for the purposes of this Call-Off Contract. They are embedded here for information purposes only

	Document	
1	C39498 FCDP Operational Specification	 C39498 FCDP Operational Specificat
2	C39498 FCDP Balanced Scorecard	 C39498 FCDP Balanced Scorecard.xl