

RM6098 Framework Schedule 6 (Order Form Template and Call-Off Schedules)
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Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	C363079 - PKI Public Key Infrastructure Service
THE BUYER:	NHS England
BUYER ADDRESS	7-8 Wellington Place, Leeds, LS1 4AP
THE SUPPLIER:	Boxxe Ltd
SUPPLIER ADDRESS:	East Moor House, Green Park Business Centre, Goose Lane, Sutton on the Forest, York, YO61 1ET
REGISTRATION NUMBER:	02109168
DUNS NUMBER:	390294056
SID4GOV ID:	21184

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 20th May 2025.

It's issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Service.

CALL-OFF LOT(S):

Lot 3 Software

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing, we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form, including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6098

RM6098 Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6098
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for C353950 - PKI Public Key Infrastructure Service
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services) including Annexes A to E
 - Call-Off Schedule 10 (Exit Management)
5. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
6. Joint Schedule 5 (Corporate Social Responsibility) RM6098

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

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

Special Term 1: Cyber Security Requirements

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

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

- a) such requirements as are identified by the Buyer in its Security Policy (if applicable); and
- b) any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from time to time;

Special Term 2: Supplier Staff

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

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

RM6098 Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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Special Term 3: Intellectual Property Rights (IPRs)

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

9.1. Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to:

- receive and use the Deliverables
- make use of the deliverables provided by a Replacement Supplier
- develop and provide products and services to third parties

Special Term 4: Execution and Counterparts

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

36 Execution and Counterparts

36.1 This Call-Off Contract may be executed in any number of counterparts (including by electronic transmission), each of which when executed shall constitute an original but all counterparts together shall constitute one and the same instrument.

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

Special Term 5: Auto Renew

The Parties acknowledge and agree that this Call-Off Contract shall not automatically renew. The Supplier shall invite the Buyer to renew the Entrust licences 90 days before the licence renewal date, the Call-Off Expiry Date. The Buyer will decide no less than 30 days in advance of the Call-Off Expiry Date whether the Entrust licences shall be renewed for a further term.

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CALL-OFF START DATE: 1st July 2025

CALL-OFF EXPIRY DATE: 30th June 2028

CALL-OFF INITIAL PERIOD: 36 Months

CALL-OFF OPTIONAL EXTENSION PERIOD This Call-Off Contract may be extended for a maximum period of 24 Months, in increments of up to 12 months.

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION IS 30 DAYS, AFTER THE INITIAL PERIOD. ANY TERMINATION OR CANCELLATION REQUEST MADE BEFORE THIS WOULD NEED TO BE DISCUSSED AND AGREED WITH BOXX/SUBCONTRACTORS IN WRITING

CALL-OFF DELIVERABLES

Service Agreement Number	Product Description	Subscription Term (Months)	Quantity	Total Cost
W2307-CAE	ENTRUST AUTHORITY PLATINUM SUPPORT	36	1	[REDACTED]
W3936-CAE	ENTRUST SECURITY MANAGER	36	1	
S10190-CAE	CA Gateway	36	1	
S10278-CAE	CA Gateway	36	1	
S866-GBE	ENTRUST ROOT CA	36	1	
W745-GBE	THALES HSM SUPPORT	36	1	

S10278-CAE - Consolidated into S10190-CAE

W3936-CAE - Consolidated into W2307-CAE

Total Cost for 36 months - £1,254,361.99

LOCATION FOR DELIVERY

Electronic Delivery to plat-inf.procurement@nhs.net

DATES FOR DELIVERY

Within 7 calendar days of receipt of the purchase order.

TESTING OF DELIVERABLES

None

WARRANTY PERIOD

RM6098 Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 90 calendar days. However, for software licensing subscription, the period will be as per the subscription term (of either 12, 36 or 60 months).

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is [REDACTED]

CALL-OFF CHARGES

Option B: See details in Call-Off Schedule 5 (Pricing Details)

The Total Call-Off Contract Value for the Initial Period is £1,254,361.99

The Total Call-Off Contract Value for the Full Extended Term is £2,090,603.32

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

The Supplier is to be paid via BACS following the receipt of a matching invoice that references the Buyer's purchase order number.

BUYER'S INVOICE ADDRESS:

Any queries regarding outstanding payments should be directed to NHS England's Accounts Payable section by email at financialaccounts@nhs.net

Invoices should clearly quote the purchase order number, be addressed to NHS England, X24 Payables K005, PO Box 312, LEEDS LS11 1HP and be sent as a PDF attachment by email to the following email address; sbs.apinvoicing@nhs.net (one invoice per PDF) and emails must not exceed 10Mb and quote, 'X24 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
7-8 Wellington Place, Leeds, LS1 4AP

BUYER'S ENVIRONMENTAL POLICY

NHS England Social Value Charter available online at: [NHS England Social value charter](#)

&

NHS England's [Sustainable development management plan: summary report](#)

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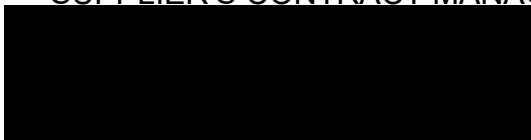
BUYER'S SECURITY POLICY
N/A

SUPPLIER'S AUTHORISED REPRESENTATIVE



East Moor House, Green Park Business Centre, Goose Lane, Sutton on the Forest,
York, YO61 1ET

SUPPLIER'S CONTRACT MANAGER



East Moor House, Green Park Business Centre, Goose Lane, Sutton on the Forest,
York, YO61 1ET

PROGRESS REPORT FREQUENCY
On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY
Quarterly on the first Working Day of each quarter

KEY STAFF
N/A

KEY SUBCONTRACTOR(S)
Entrust Corp

COMMERCIALLY SENSITIVE INFORMATION
Not applicable

SERVICE CREDITS
Not applicable

ADDITIONAL INSURANCES
Not applicable

GUARANTEE
Not applicable

SOCIAL VALUE COMMITMENT
Not applicable

BUYER CORE GOODS AND/OR SERVICES REQUIREMENTS

RM6098 Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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- 1 The following requirements shall take priority above all terms, conditions and specifications set out in this Call-Off Contract (including without limitation any embedded documents and terms), and the Supplier shall ensure that the software licences meet and conform with the following requirements:
 - 1.1 The Buyer shall be entitled, free of charge, to sub licence the software to any contractor and/or sub-contractor of the Buyer who is working towards and/or is providing services to the Buyer.
 - 1.2 The Buyer's role as national information and technology partner to the NHS and social care bodies involves the Buyer buying services for or on behalf of the NHS and social care entities. Nothing in the licences for any of the software shall have the effect of restricting the Buyer from discharging its role as the national information and technology partner for the health and care system, which includes the ability of the Buyer to offer software and services to the NHS and social care entities. Specifically, any software licensing clause prohibiting 'white labelling', 'provision of outsourcing services' or similar, shall not be interpreted as prohibiting the Buyer's services.
 - 1.3 The Buyer shall be entitled to deploy the software at any location from which the Buyer and/or any contractor and/or sub-contractor of the Buyer is undertaking services pursuant to which the software is being licenced.
 - 1.4 Any software licenced to the Buyer on a named users basis shall permit the transfer from one user to another user, free of charge provided that the Supplier is notified of the same (including without limitation to a named user who is a contractor and/or Subcontractor of the Buyer).
 - 1.5 The Supplier shall ensure that the Buyer shall be entitled to assign or novate all or any of the software licences free of charge to any other central government entity, by giving the licensor prior written notice.
 - 1.6 The Supplier shall notify the Buyer in advance if any software or service permits the Supplier or any third-party remote access to the software or systems of the Buyer.
 - 1.7 Where the Supplier is responsible for the calculation of the appropriate number of users for software, and it is later shown there is a shortfall of licences, the Supplier shall be responsible for all costs of the Buyer.

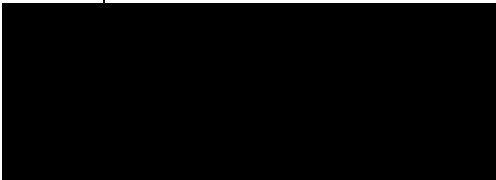
Signed by an authorised signatory for and on behalf of the Supplier:

Full Name: [REDACTED]

Date Signed: 25/06/2025

RM6098 Framework Schedule 6 (Order Form Template and Call-Off Schedules)
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Signed by an authorised signatory for and on behalf of the Buyer:















Full Name: [Redacted]
Job Title/Role: [Redacted]
Date Signed: 26 June 2025

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Annex 1: Core Terms and Applicable Schedules

Document Name	Embedded Document
CCS Core Terms (version 3.0.11)	 RM6098-Core-terms -v3.0.11-1.pdf
Joint Schedule 1 (Definitions and Interpretation) RM6098	 Joint Schedule 1 - Definitions v1.0 RM60
Joint Schedule 2 (Variation Form)	 Joint Schedule 2 - Variation Form v.1.0 F
Joint Schedule 3 (Insurance Requirements)	 Joint Schedule 3 - Insurance Requirements
Joint Schedule 4 (Commercially Sensitive Information)	 Joint Schedule 4 - Commercially Sensitive
Joint Schedule 5 (Corporate Social Responsibility) RM6098	 Joint Schedule 5 - Corporate Social Responsibility
Joint Schedule 6 (Key Subcontractors)	 Joint Schedule 6 - Key Subcontractors v.
Joint Schedule 10 (Rectification Plan)	 Joint Schedule 10 - Rectification Plan v.1.0
Joint Schedule 11 (Processing Data)	 Joint Schedule 11 - Processing Data. v1.0
Call-Off Schedule 5 (Pricing Details)	 Call-Off Schedule 5 - Pricing Details v1.0 RM6
Call-Off Schedule 6 (ICT Services) including Annexes A to E	 Call-Off Schedule 6 - ICT Services v2.0 RM6
Call-Off Schedule 10 (Exit Management)	 Call-Off Schedule 10 - Exit Management v2