

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

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Order Form

Call-Off Reference: **48753 & Pharmacy Digital Transformation Portfolio Discovery**

Call-Off Title: **C295635 Pharmacy Digital Transformation Portfolio Discovery**

Call-Off Contract Description: **Pharmacy Discovery**

The Buyer: NHS England.

Buyer Address: NHS England, Wellington House, 133 – 135 Waterloo Road, London, SE1 8UG

The Supplier: Lagom Strategy Ltd.

Supplier Address: 42 Glebe Street, Loughborough, Leicestershire, United Kingdom, LE11 1JR.

Registration Number: **08892020**

DUNS Number: US-DUNS-219896129

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 29/08/2024.

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

Call-Off Lot**Digital Outcomes 6, Lot 1: Digital outcomes****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) RM1043.8
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.8
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.8

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- Call-Off Schedules for RM1043.8
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 20 (Call-Off Specification)

5 CCS Core Terms (version 3.0.11)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8

7 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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:

Call-Off Start Date: 06/09/2024

Call-Off Expiry Date: 06/12/2024

Call-Off Initial Period: 3 Months.

Call-Off Optional Extension Period: N/A

Minimum Notice Period for Extensions: N/A

Call-Off Contract Value: [REDACTED]

Call-Off Deliverables

See details in Call-Off Schedule 20 (Call-Off Specification).

Warranty Period

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least 90 days against all obvious defects, and in relation to the warranties detailed in Paragraphs 4 (licensed Software warranty) and 9.6.2 (Specially Written Software and New IPRs) of Call-Off Schedule 6 (IPRs and Additional Terms on Digital Deliverables).

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Buyer's Standards

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a [Essentials Plus Certificate] prior to commencing the provision of any Deliverables under this Call-Off Contract.

Maximum Liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

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

[REDACTED]

Call-Off Charges

1 Fixed Price

Actual payment will be receipted against the payment milestones below.

Payment Milestone	Amount
Milestone1 Agree all deliverables, timeline to align with contract signature, meeting schedules and update format and frequency.	[REDACTED]
Milestone 2 Show and tell preliminary findings and present to the buyer.	
Milestone 3 Final agreed report with all agreed delivery milestones accepted and receipted by the buyer.	
Total	

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the

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applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

All changes to the Charges must use procedures that are equivalent to those in Paragraph 4 in Framework Schedule 3 (Framework Prices).

Reimbursable Expenses

Not applicable all costs are included in the fixed price contract.

Payment Method

In arrears against a valid purchase order.

Buyer's Invoice Address

NHS England, Wellington House, 133 – 135 Waterloo Road, London, SE1 8UG

The following information should be included on all invoices:

1.1 The contract value for this provision is [REDACTED] excluding VAT

1.2 NHSE will make payment upon receipt of uncontested invoices.

1.3 Invoices and payments will be authorised and processed by NHS Shared Business Services.

1.4 All invoices and credit notes must be addressed to the following address:

[REDACTED]

NHS ENGLAND X24 PAYABLES K005 PO BOX 312 LEEDS LS11 1HP

1.5 Invoices can be emailed to sbs.apinvoicing@nhs.net in PDF format or posted to the above address. Invoices can also be submitted via tradshift.

1.6 In order to be valid for payment invoices raised by the Supplier must contain the following information as a minimum:

- Name the Supplier;
- Include the Purchase Order number;
- The Supplier's bank details
- The email address for financial correspondence;
- Contain a brief description of Service

1.7 All invoices submitted are to be clearly annotated as Cost Code [REDACTED] and for the attention of [REDACTED]

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Buyer's Authorised Representative

[REDACTED]

[REDACTED]

Buyer's Environmental Policy

Not applicable.

Buyer's Security Policy

Not applicable.

Supplier's Authorised Representative

[REDACTED]

[REDACTED]

Supplier's Contract Manager

[REDACTED]

[REDACTED]

Progress Report Frequency

The supplier will provide a weekly update in a format to be agreed by the buyer.

Progress Meeting Frequency

Meeting frequency to be agreed with the buyer.

Key Staff

As per specification.

Key Subcontractor(s)

Not applicable all staff are direct employees of the supplier.

Commercially Sensitive Information

Not applicable.

Balanced Scorecard

Not applicable.

Material KPIs

The services will delivered in line with industry best practice.

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Service Credits

Not applicable.

Additional Insurances

Not applicable.

Guarantee

Not applicable

Social Value Commitment

Carbon reduction and tackling inequality will be factored into the outputs of the contract.

Statement of Works

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

For and on behalf of the Supplier:

[Redacted Signature]

Date Signed: 04/09/2024

For and on behalf of the Buyer:

[Redacted Signature]

Date Signed: 24/09/2024

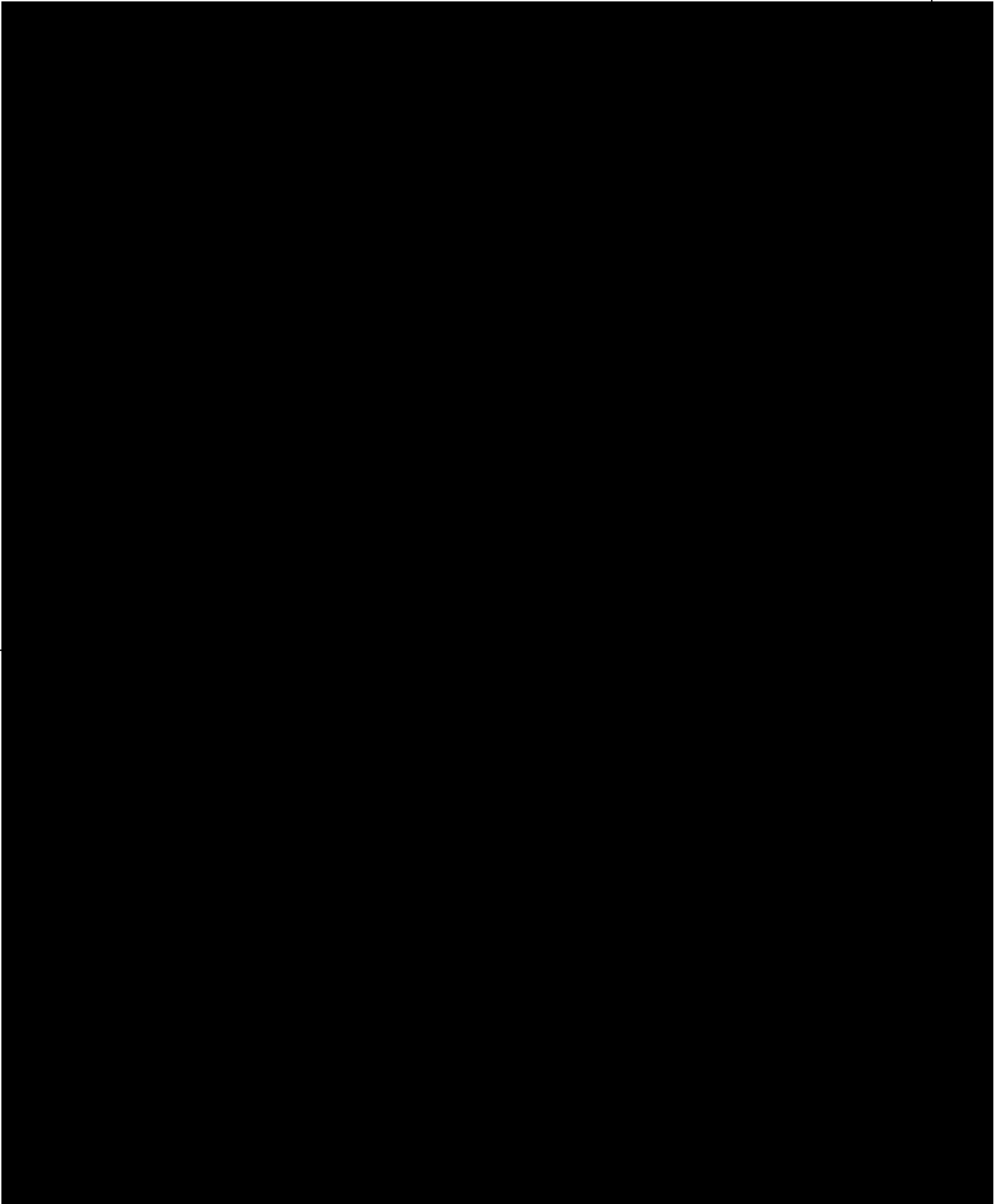
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Appendix 1

The services will be delivered in line with the statement of work and tender response documents outlined below.



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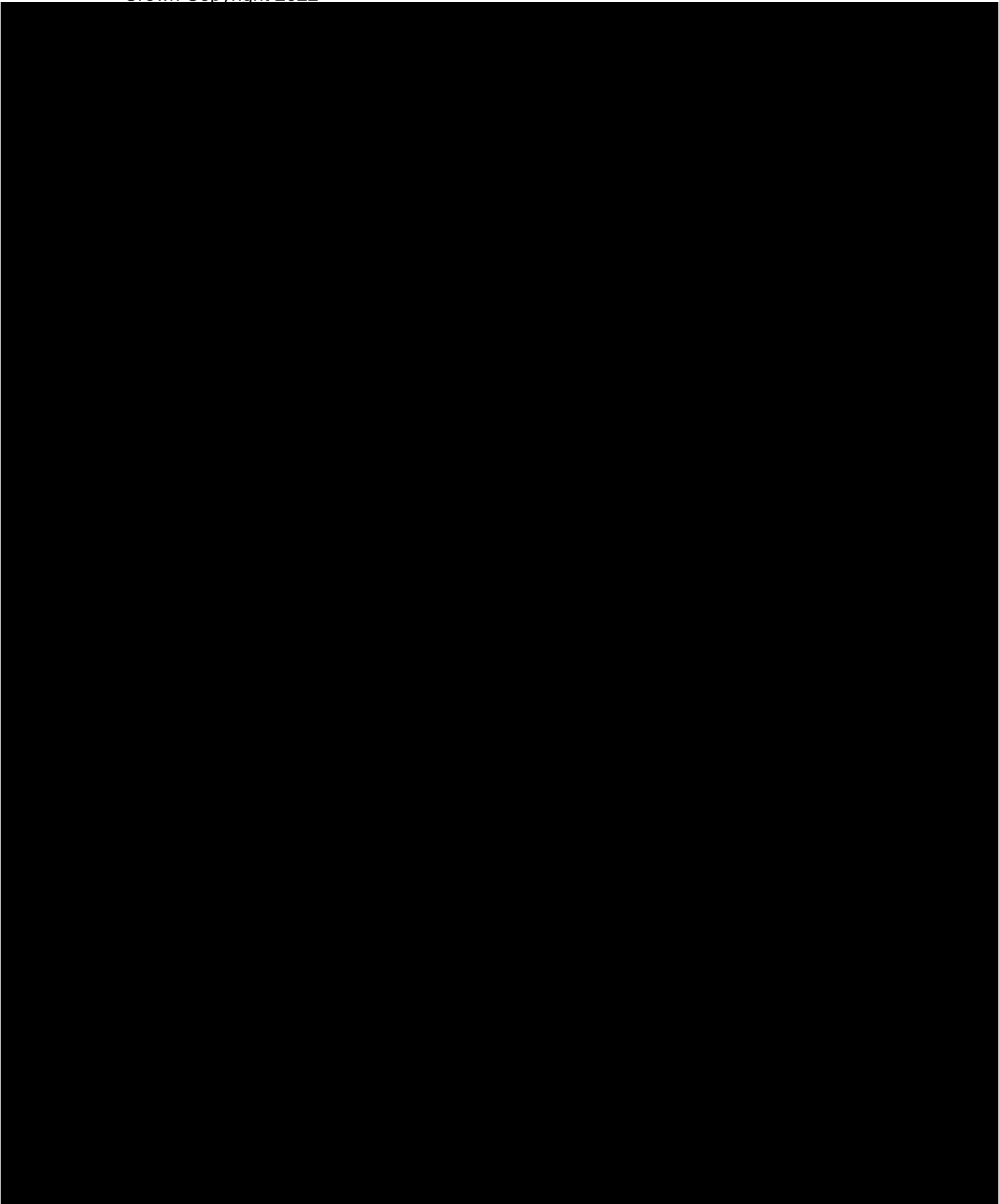
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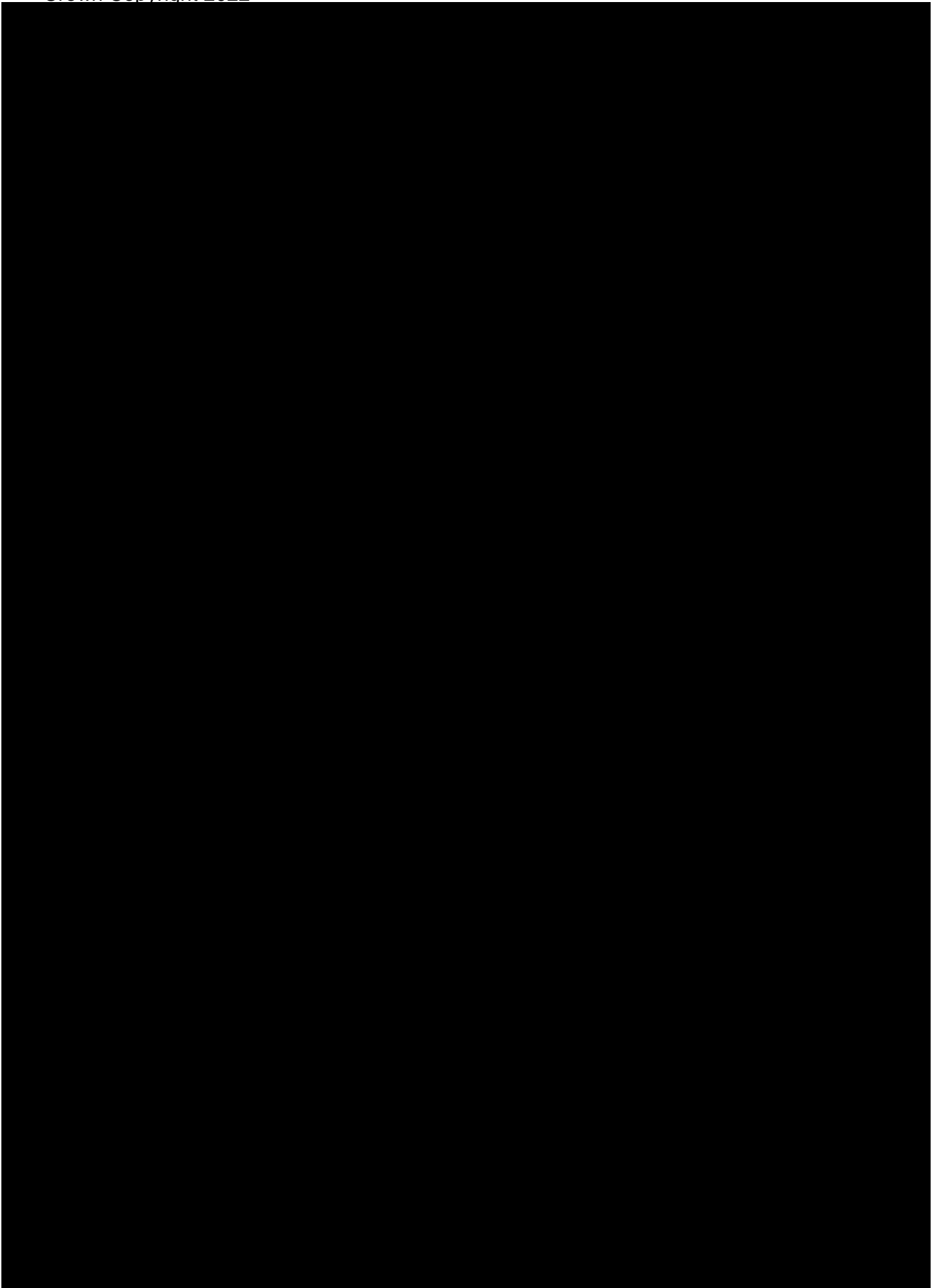
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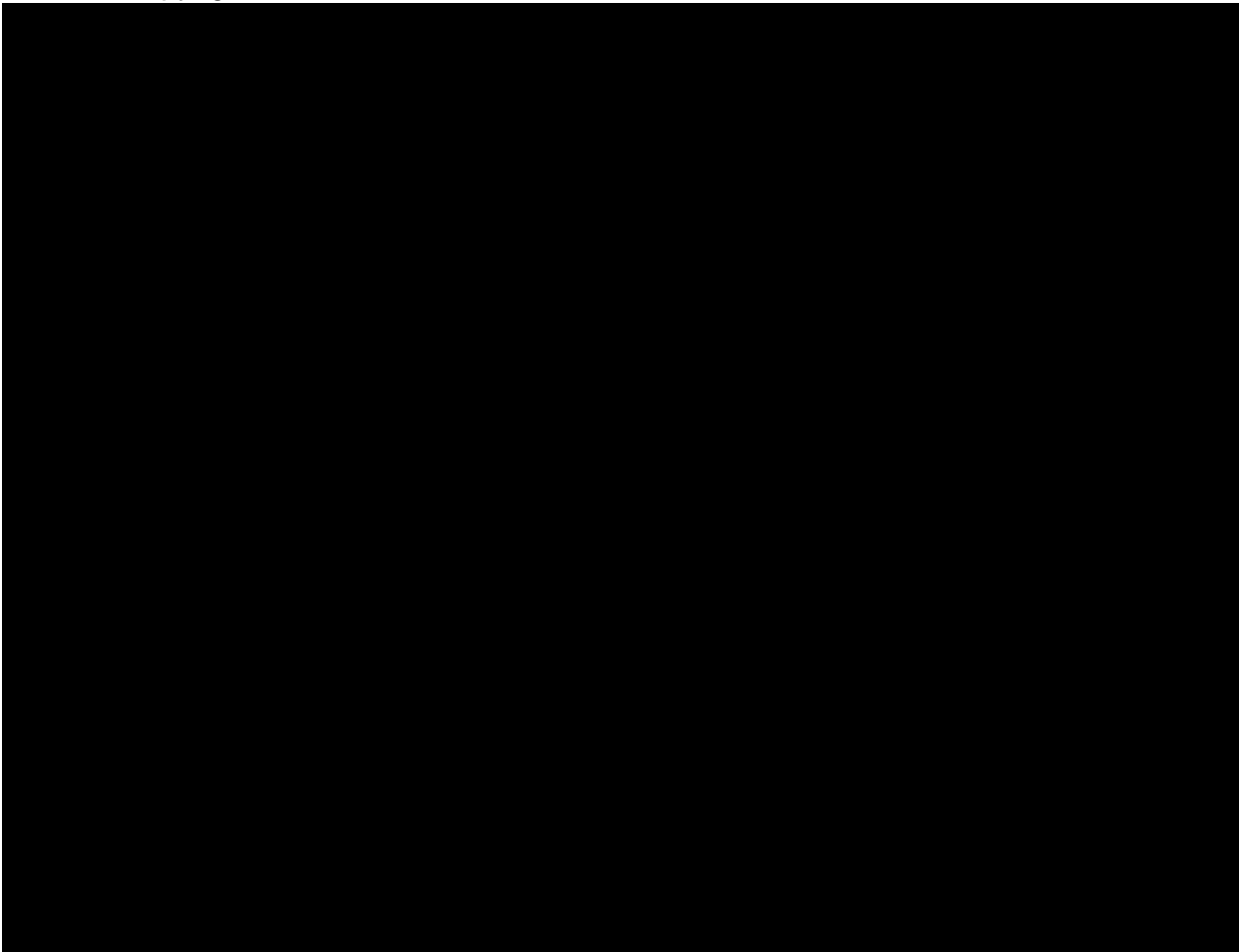
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Annex 1 (Template Statement of Work)

1 Statement of Works (SOW) Details

Upon execution, this SOW forms part of the Call-Off Contract (Annex 1).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

Date of SOW: 29/08/2024

SOW Title: Pharmacy digital transformation.

SOW Reference: SOW 01

Call-Off Contract Reference: 48753 & Pharmacy Digital Transformation Portfolio Discovery

Buyer: NHS England

Supplier: Lagom Strategy Ltd.

SOW Start Date: 29/08/2024

SOW End Date: 28/11/2024

Duration of SOW: 3 months

Key Personnel (Buyer): [REDACTED]

Key Personnel (Supplier): The supplier will provide appropriate resource to deliver the specification within the agreed timeframe.

Subcontractors:

Not Applicable

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2 Call-Off Contract Specification – Deliverables Context**SOW Deliverables Background:** See appendix 1 above.**Delivery phase(s):** See appendix 1 above.**Overview of Requirement:** See appendix 1 above.**3 Buyer Requirements – SOW Deliverables****Outcome Description:**

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01	Understand context	Documented response highlighting an understanding of the context.	1-3 weeks from actual services commencement date.
MS02	Understand user needs and user acceptance criteria	Documented response highlighting an understanding of user needs.	3-6 weeks from actual services commencement date.
MS03	Evaluate options	Documented response highlighting an understanding of user options.	6-8 weeks from actual services commencement date.
MS03	Progress the solution	Provide final report with all agreed deliverables. To be fully approved and receipted by the buyer.	8-10 weeks from actual services commencement date.

Delivery Plan: See appendix 1 response document above.**Dependencies:** N/A**Supplier Resource Plan:** See appendix 1 bidder response document.**Security Applicable to SOW:** N/A

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer

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Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW:

Cyber Essentials Scheme:

The Buyer requires the Supplier to have and maintain a **Cyber Essentials Plus Certificate** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

SOW Standards:

See appendix 1 response document.

Performance Management:

N/A

Additional Requirements:

Annex 1 – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

Key Supplier Staff:

The supplier will provide appropriate resources to deliver the requirements within the agreed timescales.

SOW Reporting Requirements:

Reporting requirements, meeting schedules and acceptance criteria to be agreed through the programme.

Call Off Contract Charges:

The applicable charging method(s) for this SOW is:

- Fixed Price

The estimated maximum value of this SOW (irrespective of the selected charging method) is

[REDACTED]

Rate Cards Applicable: N/A

Reimbursable Expenses: N/A all costs are included in the fixed price.

4 Signatures and Approvals

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

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For and on behalf of the Supplier

[Redacted Signature]

Date Signed: 04/09/2024

For and on behalf of the Buyer

[Redacted Signature]

Date Signed: 24/09/2024

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Annex 1**Data Processing**

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • Employee names and contact details. • All other data will be anonymised. <p>Both the supplier and buyer agree that all data will belong exclusively to the buyer.</p>
Duration of the Processing	For the duration of the contract.
Nature and purposes of the Processing	To deliver the services outlined in this contract.
Type of Personal Data	Employee data.
Categories of Data Subject	Staff data.
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	All data will belong exclusively to the buyer. At the end of the contract the supplier will provide buyer any support needed to recover the data at no additional costs.