

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

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Order Form

CALL-OFF REFERENCE:	AGEMCSU/TRANS/24/1723
THE BUYER:	NHS Birmingham and Solihull Integrated Care Board
BUYER ADDRESS	NHS Birmingham and Solihull Integrated Care Board First Floor, Wesleyan Colmore Circus Queensway Birmingham B4 6AR
THE SUPPLIER:	Trustmarque Solutions Ltd
SUPPLIER ADDRESS:	Marlborough House, Westminster Place, York Business Park, York YO26 6RW
REGISTRATION NUMBER:	02183240
DUNS NUMBER:	397428608
SID4GOV ID:	Not applicable

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 27th June 2024.

It's issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Service 2.

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:

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1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6098
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)
 - Call-Off Schedules for RM6098
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recover
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
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: 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, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR for the duration of the Call-Off Contract to enable it to receive and use the Deliverables.

Delete clauses 9.2 in its entirety.

Special Term 2: Joint Schedule 6 (Key Subcontractors)

Paragraphs 1.5 and 1.6 of Joint Schedule 6 shall not apply to this Call Off Contract.

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Special Term 3: Call-Off Schedule 6 (ICT Services)

The parties agree that paragraphs 3,4,5,7 and 9.3 shall apply to Call-Off Schedule 6 (ICT Services).

The Microsoft product terms that apply to Annex B can be found here www.microsoft.com and in any Microsoft agreement signed by the Buyer pursuant to this Call-Off Contract.

CALL-OFF START DATE: 1st July 2024

CALL-OFF EXPIRY DATE: 30th June 2027

CALL-OFF INITIAL PERIOD: Three Years

CALL-OFF DELIVERABLES

Option B: See details in Call-Off Schedule 20 (Call-Off Specification):

LOCATION FOR DELIVERY

NHS Birmingham and Solihull Integrated Care Board
First Floor, Wesleyan
Colmore Circus Queensway
Birmingham
B4 6AR

DATES FOR DELIVERY

Monday 1st July 2024

TESTING OF DELIVERABLES

Option A: None

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be the warranties provided for in the Microsoft products provided 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 with the following amendment: remove the text “the greater of £5 million or”;

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and replace “150%” with “125%”, which shall therefore set the limitation of liability at 125% of the Estimated Yearly Charges only.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£629,374.44**

CALL-OFF CHARGES

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

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Invoices will be raised by the provider and invoices paid in arrears, no later than 30 days from the date of invoice.

Payment made by BACS.

BUYER'S INVOICE ADDRESS:

NHS Birmingham and Solihull Integrated Care Board
QHL PAYABLES N075
PO BOX 312
Leeds
LS11 1HP

Invoices: sbs.apinvoicing@nhs.net

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Not applicable.

BUYER'S SECURITY POLICY

Not applicable.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

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PROGRESS REPORT FREQUENCY

Provide regular updates on Microsoft Roadmap (product and licensing) against BSOL ICB's business requirements and development.

PROGRESS MEETING FREQUENCY

Quarterly account management meeting.

KEY STAFF

Not applicable

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information set out in Joint Call-Off Schedule 4 to this Call-Off Contract.

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

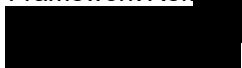
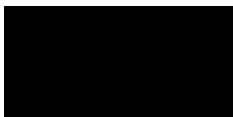
GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender).

Attached is Technical and Social value response submitted by supplier.



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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<div></div>	Signature:	<div></div>
Name:	<div></div>	Name:	<div></div>
Role:	<div></div>	<div></div>	<div></div>
Date:	28/06/2024	Date:	28/06/2024