

**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: C293086

THE BUYER: NHS England

BUYER ADDRESS 7-8 Wellington Place, Leeds, LS1 4AP

THE SUPPLIER: Trustmarque Solutions Limited

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 [REDACTED]  
[REDACTED]  
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
3. Framework Special Terms

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

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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 RM6098
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 6 (ICT Services) including Annexes A to E
    - 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
7. Call-Off Schedule 4 (Call-Off Tender)

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) compliance with the data security and protection toolkit (DSP 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 UK 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;
- b) such requirements as are identified by the Buyer in its Security Policy (if applicable); and
- c) any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from time to time, to be implemented through a Variation Note;

**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:

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

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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.

**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, 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
- 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:

**Special Term 5: Joint Schedule 6 (Key Subcontractors)**

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

**Special Term 6: 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).

**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

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

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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.

CALL-OFF START DATE: **1st June 2024**

CALL-OFF EXPIRY DATE: **31<sup>st</sup> May 2027**

CALL-OFF INITIAL PERIOD: **36 Months**

CALL-OFF OPTIONAL EXTENSION PERIOD: **Not Applicable**

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION:  
**90 Days**

**CALL-OFF DELIVERABLES**

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

**LOCATION FOR DELIVERY**

Entitlements to be made available to the Buyer through the Microsoft Licensing Portal.

Electronic Delivery of confirmations to [techservices.mgmtoffice@nhs.net](mailto:techservices.mgmtoffice@nhs.net)

**DATES FOR DELIVERY**

Electronic delivery within 1 week of the Purchase Order being issued to the Supplier.

**TESTING OF DELIVERABLES**

None

**WARRANTY PERIOD**

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be as per the term of 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"; 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 **£3,001,206.29**

**CALL-OFF CHARGES**

The Buyer's initial licence requirements are set out in Call-Off Schedule 5 (Pricing Details)

Framework Ref: RM6098

Project Version: v2.0

Model Version: v3.8

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

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The Buyer may make additional purchases of Microsoft products and services throughout the term of this Call-Off Contract.

Any changes to the Microsoft products and services (including any true up or true down) will require a Variation Note to cover and will be subject to the Buyer's governance processes.

The Total Value of this Call-Off Contract is £25,000,000.00

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

Payments to be made via BACS, subject to correct invoices being receipted, in-line with the bellow invoicing instructions.

**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](mailto: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](mailto: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]

**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](#)

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

**SUPPLIER'S CONTRACT MANAGER**

[REDACTED]

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

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**PROGRESS REPORT FREQUENCY**

**Not Applicable**

**PROGRESS MEETING FREQUENCY**

**Not Applicable**

**KEY STAFF**

Not Applicable

**KEY SUBCONTRACTOR(S)**

Microsoft

**COMMERCIALLY SENSITIVE INFORMATION**

Supplier's Commercially Sensitive Information set out in Joint Schedule 4 embedded in Annex 1 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)]

**BUYER CORE GOODS AND/OR SERVICES REQUIREMENTS**

**Goods and/or Services**

- 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

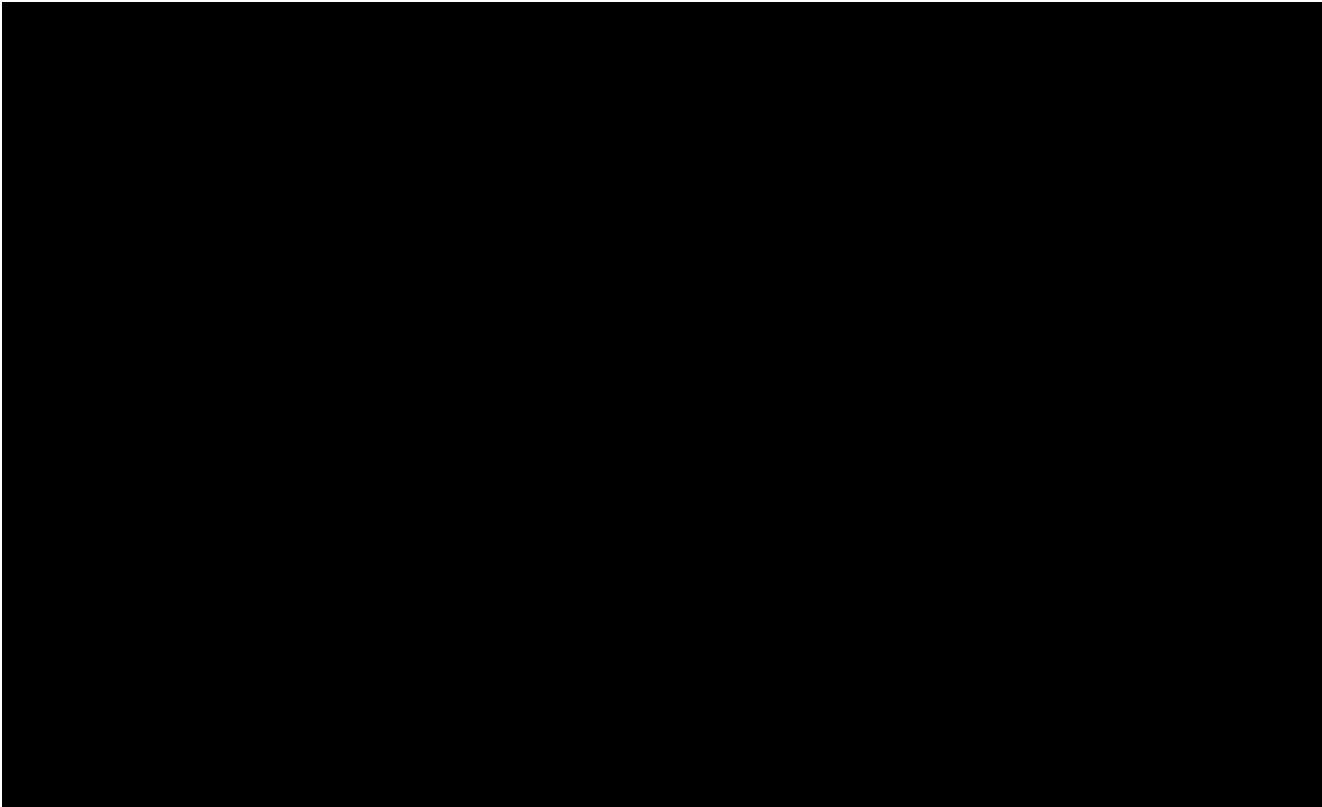
**RM6098 Framework Schedule 6 (Order Form Template and Call-Off Schedules)**

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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 subject to the Buyer and any sub-licensee within the NHS complying with the Microsoft ("Licensor") terms and conditions. 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 in the United Kingdom 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-user basis shall permit the transfer from one user to another user, free of charge provided that the Supplier and Licensor 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 For the purposes of the Buyer sub-licencing any of the software under this Call-Off Contract, it is the responsibility of the Buyer to (a) ensure that the documents it signs with the Licensor include those third parties, which it shall sub-licence to; and (b) provide notice of any required changes to the Licensor documentation (including lists of the sub-licensees) to allow the Supplier to provide the Services pursuant to this Call-Off Contract. The Buyer shall be liable for any non-compliance with this section 1.6 and the Licensor terms and conditions.

**RM6098 Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
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**Annex 1: Call-Off Terms and Schedules**

<b>Document Name</b>	<b>Embedded Document</b>
CCS Core Terms	 RM6098 Core terms v3.0.11.pdf
Call-Off Schedule 4 (Call-Off Tender)	[REDACTED]
Call-Off Schedule 5 (Pricing Details)	 RM6098 Call-Off Schedule 5 - Pricing I
Call-Off Schedule 6 (ICT Services) including Annexes A to E	 RM6098 Call-Off Schedule 6 - ICT Servi
Call-Off Schedule 20 (Call-Off Specification)	 RM6098 Call-Off Schedule 20 - Specific
Joint Schedule 1 (Definitions and Interpretation) RM6098	 RM6098 Joint Schedule 1 - Definitio
Joint Schedule 2 (Variation Form)	 RM6098 Joint Schedule 2 - Variatio
Joint Schedule 3 (Insurance Requirements)	 RM6098 Joint Schedule 3 - Insuranc
Joint Schedule 4 (Commercially Sensitive Information)	 Joint Schedule 4 - Commercially Sensitiv
Joint Schedule 5 (Corporate Social Responsibility) RM6098	 RM6098 Joint Schedule 5 - Corporat
Joint Schedule 6 (Key Subcontractors)	 RM6098 Joint Schedule 6 - Key Subc
Joint Schedule 10 (Rectification Plan)	 RM6098 Joint Schedule 10 - Rectific
Joint Schedule 11 (Processing Data)	 RM6098 Joint Schedule 11 - Process