



Technology Services 2 Agreement RM3804
Framework Schedule 4 - Annex 1

Order Form

In this Order Form, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions), Framework Schedule 1 or the relevant Call Off Schedule in which that capitalised expression appears.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of the Call Off Contract for the duration of the Call Off Period.

This Order Form should be used by Customers ordering Services under the Technology Services 2 Framework Agreement ref. RM3804 in accordance with the provisions of Framework Schedule 5.

The Call Off Terms, referred to throughout this document, are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3804>

Section A General information

This Order Form is issued in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

Customer details

Customer organisation name
NHS Digital

Billing address

Your organisation's billing address - please ensure you include a postcode

NHS Shared Business Services, T56 Payables A125, Phoenix House, NHS SBS, Topcliffe Lane, Tingley WF3 1WE

Customer representative name

The name of your point of contact for this Order

[REDACTED]

Customer representative contact details

Email and telephone contact details for the Customer's representative

[REDACTED]

Supplier details

**Supplier name**

The Supplier organisation name, as it appears in the Framework Agreement
Capgemini

Supplier address

Supplier's registered address
Capgemini UK plc 1 Forge End Woking GU21 6DB

Supplier representative name

The name of the Supplier point of contact for this Order
[REDACTED]

Supplier representative contact details

Email and telephone contact details of the supplier's representative
[REDACTED]

Order 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

PRJ 5033

Section B

Overview of the requirement

Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition)

- | | |
|--|-------------------------------------|
| 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"/> |
| 4. PROGRAMMES & LARGE PROJECTS | |
| a. OFFICIAL | <input type="checkbox"/> |
| a. SECRET (& above) | <input type="checkbox"/> |

Customer project reference

Please provide the customer project reference number.

PRJ 5033

Call Off Commencement Date

The date on which the Call Off Contract is formed – this should be the date of the last signature on Section E of this Order Form

04/06/2021



Call Off Contract Period (Term)

A period which does not exceed the maximum durations specified per Lot below:

Lot	Maximum Initial Term – Months (Years)	Extension Options – Months (Years)	Maximum permissible overall duration – Years (composition)
1	24 (2)	-	2
2	36 (3)	-	3
3	60 (5)	-	5
4	60 (5) *	12 + 12 = 24 (1 + 1 = 2)	7 (5+1+1) *

* There is a minimum 5 year term for this Lot

Call Off Initial Period Months

Call Off Commencement Date for 24 months

Call Off Extension Period (Optional) Months

12

Minimum Notice Period for exercise of Termination Without Cause 30

(Calendar days) Insert right (see Call Off Clause 30.7)

Additional specific standards or compliance requirements

Include any conformance or compliance requirements over and above the Standards (including those listed at paragraph 2.3 of Framework Schedule 2) which the Services must meet.

List below if applicable

The table below sets out the default agreed description of the Processing being undertaken in connection with the exercise of the Parties' rights and obligations under this Call Off Contract including what the Parties consider to be the example types of Personal Data and categories of Data Subjects; however, this shall be reviewed for each SOW and if does not accurately describe the Processing relevant to that SOW shall be replaced with an accurate table for that SOW. The Supplier shall comply with any further written instructions with respect to Processing given by the Customer and any such further instructions shall be incorporated into this table at each commissioned call off under this contract.

The following table shall replace Call Off Schedule 7: Schedule of Processing, Personal Data and Data Subjects of the Call Off Contract:

For the avoidance of doubt, access to Personal Data is not expected to be necessary for the scope of the Services outlined in the Statement of and the Order Form, and the Supplier Personnel shall not have access to any Personal Data of the Customer as referred to in the table below. However, it is recognised that on occasion it may become necessary for the Customer to require Services where the Supplier will be given access by agreement of the Customer to Personal Data. Where any such Services require the Supplier to access Personal Data, the Supplier shall access such data as processor to the Customer, and the following table shall apply (and the Parties shall update as necessary in the agreed Statements of Work the table to accurately reflect the processing, types and categories of Personal Data the Customer instructs Supplier to process).

Description	Details
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Identity of the Controller and Processor	<p>The Parties acknowledge that for the purposes of the Legislation, the Customer is the Controller and the Supplier is the Processor in accordance with Clause 23.6.1.</p> <p>The Parties are Independent Controllers of the following Personal Data: <i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none">• <i>business contact details of Supplier Personnel for which the Supplier is the Controller,</i>• <i>business contact details of any directors, officers, employees, agents, consultants and contractors of NHS Digital named in the Contract (excluding the Supplier Personnel), that are engaged in the performance of the NHS Digital duties under the Contract) for which the NHS Digital is the Controller (and their replacements).</i>
Subject matter of the Processing	<p>Any information accessed on NHS digital's systems as required to provide the Services as will be further detailed in a SOW including:</p> <ul style="list-style-type: none">• Patient / citizen demographics data: NHS number, name, address, postcode, language preferences and contact information in relation to subjects.• Patient / citizen: clinical data: NHS number, details of subject's health, historic information regarding subject's health.• NHS Digital staff information• Wider NHS staff information <p>Further details of the information assets hosted on the listed platforms are detailed in the NHS Digital Unified Registry. To note, NHS Digital may solely be a processor to another government controller, and in which case the Supplier shall remain NHS Digital's processor (i.e. a sub-processor).</p>
Duration of the Processing	<p>The duration of the Processing will correspond to the duration of the Service being commissioned under a SOW save for data specified above where the Parties are specified as 'Independent Controllers', where each Party shall retain post Contract for their own business purposes.</p>
Nature and purposes of Processing	<p>To provide the Services, the nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, 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) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc</p>
Type of Personal Data	<p>Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc</p>
Categories of Data Subjects	<p>Categories of data subject Examples here include: staff (including volunteers, agents and temporary workers), customers/clients, suppliers, patients, students/pupils, members of the public, users of a particular website etc.</p>
Plan for return of the data once the Processing is complete unless requirement	<p>All relevant data to be deleted after the expiry or</p>



under union or member state law to preserve that type of data	termination of this Order Contract where such data has been transferred to the Supplier's systems unless longer retention is required by Law or the terms of any statement of work arising hereunder
Data Protection Officers	<div></div> <div></div>

Within the scope of the Call Off Contract, the following clauses shall be replaced and added to Clause 18.1 (Supplier Personnel) of the Call Off Terms:

18.1.1(b)(ii) are vetted on a case by case basis dependant on which roles require specific government National Security Vetting clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Customer Data. Vetting requirements will be specified in the Project Specification.

18.1.4 Supplier Personnel are 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.

18.1.5 The Supplier shall prevent Supplier Staff who have not yet received or are unable to obtain the security clearances required by this clause from accessing systems which store, process, or are used to manage Customer Data, or from accessing Customer premises, except where agreed with the Customer in writing.

18.1.6 All Supplier Staff that have the ability to access Customer Data or systems holding Customer Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Customer in writing, this training must be undertaken annually.

18.1.7 Where Supplier Staff are granted the ability to access Customer Data or systems holding Customer Data, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need such access or leave the organisation, their access rights shall be revoked within one (1) Working Day. It shall be the responsibility of the Supplier and Customer to ensure the relevant access rights are revoked with reference to whether such system is a Customer system or Supplier system.

Clause 22.1 A is added to the Call Off Terms to confirm assignment of Project Specific IPR and Specially Written Software to the Customer. For clarity, the entirety of Clause 22 is shown below, to reflect new Clause 22.1 A and consequential changes to other parts of Clause 22, and the version of Clause 22 below shall replace the current version of Clause 22 of the Call Off Terms:

22 Intellectual Property Rights

22.1 A



Assignment of Project Specific IPR and Specially Written Software

22.1 A (i) The Customer shall own all rights, title and interest in the Project Specific IPR and Specially Written Software. The Supplier hereby assigns to the Customer with full title guarantee, title to and all rights and interest in the Project Specific IPRs and Specially Written Software (or shall procure that the owner of the Project Specific IPRs and Specially Written Software assigns full title guarantee, title to and all rights and interest) to the Customer on the same basis.

22.1 A (ii) The assignment under Clause 22.1 A (i) shall be a present assignment of future rights that will take effect immediately on the coming into existence of the relevant Project Specific IPRs and/or Specially Written Software, as appropriate.

22.1 A (iii) The Supplier shall waive or procure a waiver of any moral rights in any copyright works assigned to the Customer under this Call Off Contract.

22.1 A (iv) If requested to do so by the Customer, the Supplier shall without charge to the Customer execute all documents and do all such further acts as the Customer may require to perfect the assignment under Clause 22.1 A (i) or shall procure that the owner of the Project Specific IPRs and Specially Written Software does so on the same basis.

22.1 A (v) To the extent only that it is necessary to enable the Customer to obtain the full benefits of ownership of the Project Specific IPRs and Specially Written Software as an integrated product, the Supplier hereby grants to the Customer and shall procure that any relevant third party licensor shall grant to the Customer a perpetual, irrevocable, non-exclusive, assignable, royalty-free and global licence to use, modify, disclose, and/or sub-license any Supplier's Background IPRs, Supplier Software and/or Third Party IPRs that are embedded in or which are an integral part of the Project Specific IPRs and/or Specially Written Software.

22.1 A (vi) The Supplier will not include or embed any Supplier Background IPRs, Supplier Software or Third Party IPRs in any Project Specific IPRs and Specially Written Software without the Customer's Approval.

22.1 B Allocation of title to IPR

22.1 B1 Save as expressly granted elsewhere under this Call Off Contract:

(a) the Customer shall not acquire any rights, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, including in the Supplier Software or the Supplier Background IPR, Third Party Software or Third Party IPR; and

(b) the Supplier shall not acquire any rights, title or interest in or to the Intellectual Property Rights of the Customer, including in the Project Specific IPR and Specially Written Software, Customer Software, Customer Background IPR and Customer Data.

22.1 B2 Where either party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in this Clause 22.1 B, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).



22.1 B3 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

22.2 Licences granted by the Customer to the Project Specific IPR and Specially Written Software

22.2.1 Customer hereby grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call Off Contract Period, revocable for breach of its terms, to use the Project Specific IPR, Specially Written Software, Customer Software, the Customer Background IPR and the Customer Data solely to the extent necessary for providing the Services in accordance with this Call Off Contract, including (but not limited to) the right to grant sub-licences to Sub-Contractors provided that:

(a) any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 23.3 (Confidentiality); and

(b) the Supplier shall not without Approval use the licensed materials for any other purpose or for the benefit of any person other than the Customer.

22.2.2 The Supplier shall not sub-license the rights granted to it pursuant to Clause 22.2 without the Customer's prior written consent.

22.2.3 In the event the Customer consents to a sub-license in accordance with Clause 22.2.2 above, the Supplier must ensure:

(a) the sub-license is on terms no broader than those granted to the Supplier; and

(b) the sub-license only authorises the third party to use the rights licensed in Clause 22.2 for the sole purpose of providing the Services.

22.3 Licences granted by the Supplier

22.3.1 In addition to the licence in Clause 22.1 A (v), the Supplier hereby grants to the Customer a perpetual, royalty-free and non-exclusive licence to use:

a) the Supplier Software for any purpose relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function including but not limited to the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display); and

b) the Supplier Background IPR for any purpose relating to the Services (or substantially equivalent services) or for any purpose relating to as part of the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function.

22.3.2 At any time during the Call Off Contract Period or following the Call Off Expiry Date, the Supplier may terminate a licence granted in respect of the Supplier Software or the Supplier Background IPR under Clause 22.3.1 by giving 30 days' notice in writing (or such other period as agreed by the Parties) if there is a Customer Cause which constitutes a material breach of the



terms of Clauses 22.3.1(a) or 22.3.1(b) (as the case may be) which, if the breach is capable of remedy, is not remedied within 20 Working Days after the Supplier gives the Customer written notice specifying the breach and requiring its remedy.

22.3.3 In the event the licence of the Supplier Software or the Supplier Background IPR is terminated pursuant to Clause 22.3.2, the Customer shall:

a) immediately cease all use of the Supplier Software or the Supplier Background IPR (as the case may be);

b) at the discretion of the Supplier, return or destroy documents and other tangible materials that contain any of the Supplier Software and/or the Supplier Background IPR, provided that if the Supplier has not made an election within six (6) months of the termination of the licence, the Customer may destroy the documents and other tangible materials that contain any of the Supplier Software and/or the Supplier Background IPR (as the case may be); and

c) ensure, so far as reasonably practicable, that any Supplier Software and/or Supplier Background IPR that are held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Customer) from any computer, word processor, voicemail system or any other device containing such Supplier Software and/or Supplier Background IPR.

22.4 Customer's right to sub-license

22.4.1 The Customer may sub-license the rights granted under Clause 22.3 to a third party (including for the avoidance of doubt, any Replacement Supplier) provided that:

(a) the sub-license is on terms no broader than those granted to the Customer; and

(b) the sub-license only authorises the third party to use the rights licensed in Clause 22.3 for purposes relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function.

22.4.2 The Customer may sub-license the rights granted under Clause 22.3 to any Approved Sub-Licensee to the extent necessary to use and/or obtain the benefit of the Supplier Software or Supplier Background IPR provided that the sub-license is on terms no broader than those granted to the Customer.

22.5 Customer's right to assign / novate licences

22.5.1 The Customer may assign, novate or otherwise transfer its rights and obligations under the licence granted pursuant to Clause 22.3 to:

(a) a Central Government Body; or

(b) to any body (including any 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 Customer.



22.5.2 Where the Customer is a Central Government Body, any change in the legal status of the Customer which means that it ceases to be a Central Government Body shall not affect the validity of any licence granted in Clause 22.3. If the Customer ceases to be a Central Government Body, the successor body to the Customer shall still be entitled to the benefit of the licences granted in Clause 22.3.

22.5.3 If a licence granted in Clause 22.3 is novated under this Clause 22.5 or there is a change of the Customer's status pursuant to Clause 22.5.2 (both such bodies being referred to as the "Transferee"), the rights acquired by the Transferee shall not extend beyond those previously enjoyed by the Customer.

22.6 Third Party IPR and Third Party Software

22.6.1 The Supplier shall procure that the owners or the authorised licensors of any Third Party IPR and any Third Party Software which is not commercial off-the-shelf software grant a direct licence to the Customer on terms at least equivalent to those set out in Clause 22.3.1 and Clause 22.5. If the Supplier cannot obtain for the Customer a licence materially in accordance with the licence terms set out in Clause 22.3.1 and Clause 22.5 in respect of any such Third Party IPR and/or Third Party Software, the Supplier shall:

(a) notify the Customer in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative software providers which the Supplier could seek to use; and

(b) only use such Third Party IPR and/or Third Party Software if the Customer Approves the terms of the licence from the relevant third party.

22.6.2 The Supplier shall procure that the owners or the authorised licensors of any Third Party Software which is commercial off-the-shelf software grants a direct licence to the Customer on terms no less favourable than such software is usually made available.

22.7 Other licences granted by the Customer

22.7.1 The Customer hereby grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call Off Contract Period to use the Customer Software, the Customer Background IPR and the Customer Data solely to the extent necessary for providing the Services in accordance with this Call Off Contract, including (but not limited to) the right to grant sub-licences to Sub-Contractors provided that:

a) any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 23.3 (Confidentiality); and

b) the Supplier shall not without Approval use the licensed materials for any other purpose or for the benefit of any person other than the Customer.

22.8 Termination of licences

22.8.1 Subject to Clauses 22.3.2 and/or 22.3.3 (Licences granted by the Supplier), all licences granted pursuant to this Clause 22 (Intellectual Property Rights) shall survive the Call Off Expiry



Date (other than those granted pursuant to Clause 22.6.2 (Third Party IPR and Third Party Software) and 22.7.1 (Other Licences granted by the Customer)).

22.8.2 The Supplier shall, if requested by the Customer in accordance with Call Off Schedule A4 (Exit Management) where used, grant (or procure the grant) to the Replacement Supplier of a licence to use any Supplier Software, Supplier Background IPR, Third Party IPR and/or Third Party Software on terms equivalent to those set out in Clause 22.3.1 (Licences granted by the Supplier) subject to the Replacement Supplier entering into reasonable confidentiality undertakings with the Supplier.

22.8.3 The licences granted by the Customer to the Supplier pursuant to this Clause 22 and any sub-licence granted by the Supplier in accordance with this Clause 22 shall terminate automatically on the Call Off Expiry Date and the Supplier shall:

- a) immediately cease all use of the Project Specific IPR, Specially Written Software, Customer Software, the Customer Background IPR and the Customer Data (as the case may be);
- b) at the discretion of the Customer, return or destroy documents and other tangible materials that contain any of the Project Specific IPR, Specially Written Software, Customer Software, the Customer Background IPR and the Customer Data, provided that if the Customer has not made an election within six months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Project Specific IPR, Specially Written Software, Customer Software, the Customer Background IPR and the Customer Data (as the case may be); and
- c) ensure, so far as reasonably practicable, that any Project Specific IPR, Specially Written Software, Customer Software, Customer Background IPR and Customer Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or any other device of the Supplier containing such Project Specific IPR, Specially Written Software, Customer Software, Customer Background IPR and/or Customer Data.

22.9 IPR Indemnity

22.9.1 The Supplier shall during and after the Call Off Contract Period, on written demand indemnify the Customer against all Losses incurred by, awarded against or agreed to be paid by the Customer (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from an IPR Claim and/or as a result of needing to replace Open Source Software used or incorporated into the Services without the Customer's consent.

22.9.2 If an IPR Claim is made, or the Supplier anticipates that an IPR Claim might be made, the Supplier may, at its own expense and sole option, either:

- (a) procure for the Customer the right to continue using the relevant item which is subject to the IPR Claim; or
- (b) replace or modify the relevant item with non-infringing substitutes provided that:



- (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
- (ii) the replaced or modified item does not have an adverse effect on any other Services or the ICT Environment;
- (iii) there is no additional cost to the Customer; and
- (iv) the terms and conditions of this Call Off Contract shall apply to the replaced or modified Services.

22.9.3 If the Supplier elects to procure a licence in accordance with Clause 22.9.2(a) or to modify or replace an item pursuant to Clause 22.9.2(b), but this has not avoided or resolved the IPR Claim, then:

- (a) the Customer may terminate this Call Off Contract by written notice with immediate effect; and
- (b) without prejudice to the indemnity set out in Clause 22.9.1, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute services including the additional costs of procuring, implementing and maintaining the substitute items.

22.9.4 The provisions of Clauses 22.9.1 to 22.9.3 (inclusive) shall not apply to the extent that any IPR Claim is caused by any use by or on behalf of the Customer of the Software, or the use of the Customer Software by or on behalf of the Supplier, in either case in combination with any item not supplied or recommended by the Supplier pursuant to this Call Off Contract or in a manner not reasonably to be inferred from the description of the Services in the Order Form or the provisions of this Call Off Contract.

22.9.5 The Customer agrees that:

- (a) it will notify the Supplier in writing of any IPR Claim;
- (b) it will allow the Supplier to conduct all negotiations and proceedings and will provide the Supplier with such reasonable assistance required by the Supplier, each at the Supplier's cost, regarding the IPR Claim; and
- (c) it will not, without first consulting with the Supplier, agree to make any payment or make an admission relating to the IPR Claim.

22.9.6 The Supplier shall consider and defend the IPR Claim diligently using competent counsel and in such a way as not to bring the reputation of the Customer into disrepute. The Supplier shall not settle or compromise any IPR Claim without the Customer's Approval (not to be unreasonably withheld or delayed).

22.10 Open Source Software

22.10.1 If the Supplier wishes to use Open Source Software (which is, computer software that has its source code made available subject to an open source licence under which the owner of the copyright and other IPRs in such software provides the rights to use, study, change and



distribute the software to any and all persons and for any and all purposes free of charge) then the Supplier shall:

- a) notify the Customer 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 Software register and the licences upon request by the Customer.

Within the scope of the Call Off Contract, the following clauses shall be added to Clause 23.6 (Data Protection) of the Call Off Terms:

23.6.4.4.5 in respect of any processing in, or transfer of Personal Data to, any Restricted Country permitted in accordance with this Clause 23.6.4.4, the Supplier shall, when requested by the Customer, promptly enter into an agreement with the Customer or any service recipient including or on such provisions as the Standard Contractual Clauses and/or such variation as a regulator or the Customer might require which terms shall, in the event of any conflict, take precedence over those in this Clause 23.6, and the Supplier shall comply with any reasonable instructions notified to it in advance by the Customer with respect to the transfer of the Personal Data;

23.6.15 Both the Customer and the Supplier shall comply with their respective obligations under the GDPR in relation to this Call Off Contract, including by adhering to any relevant codes of conduct published pursuant to Article 40 of the GDPR.

23.6.16 If following the date of this Call Off Contract:

23.6.16.1 any codes of practice, codes of conduct, regulatory guidance, standard clauses and any other related laws arising from the GDPR are published; or

23.6.17 The Supplier shall at all times during and after the expiry of the Call Off Contract, indemnify the Customer and keep the Customer indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Customer arising from any breach of the Supplier's obligations under this clause 23.6.

Within the scope of the Call Off Contract, the following clauses shall replace clause 16.5 to the Call Off Terms:

16A IR35

16A.1 Tax Matters



a. In this clause, the following expressions mean:

CEST Tool	Means the latest version of the online HM Revenue & Customs “check employment status for tax” tool. At the time of executing this Order Form, the tool may be found here: https://www.gov.uk/guidance/check-employment-status-for-tax
Contractor	Means any individual delivering the Services (or any part 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 (for example, including (but not limited to), a company in respect of which a Contractor beneficially owns more than 5% of its ordinary share capital)
ITEPA	Income Tax (Earnings and Pensions) Act 2003
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)
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

16A.2 Unless otherwise agreed in writing, the Customer and the Supplier agree that, in respect of any part of the Services to be provided by the Supplier under or pursuant to this Agreement, the Customer will not be the ‘client’ for the purposes of Off-Payroll Working Rules and that, as a result, the Off-Payroll Working Rules shall not apply to the Customer in relation to the provision of such Services (the “**Outside Scope Services**”), and accordingly the Supplier warrants and undertakes to the Customer that it shall manage the delivery of such Outside Scope Services (or any part of them) and shall do or not do (as the case may be) all such things as are necessary, in each case, to ensure that the Off-Payroll Working Rules shall not apply to the Customer in relation to the provision of such Outside Scope Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor in relation to such Outside Scope Services (or any part of them). The Customer will use reasonable endeavours to ensure that it does not issue Project Requirements or define its required Services in such a way to make the Customer the client for the purposes of the Off Payroll Working Rules in respect of any Outside Scope Services.

16A.3 Subject to clause 16A.4, and in respect of any Services to which clause **Error! Reference source not found.**2 does not apply, the Supplier warrants and undertakes to the



Customer that (i) each Contractor will be directly engaged exclusively as an employee for the purposes of and when delivering such 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.

16A.4 In respect of any Services to which clause 16**Error! Reference source not found.** does not apply, in circumstances where any Contractor will deliver their services through an Intermediary of that Contractor, the Supplier warrants and undertakes to the Customer that, prior to the commencement of the delivery of the Services (or any part of them) by that Contractor, the Supplier will:

- give written notice to NHS Digital;
- accurately complete the CEST Tool in respect of that Contractor and provide to the Customer a PDF copy of the outcome ; and
- obtain the prior written consent of the Customer to the Contractor delivering their services through an Intermediary of that Contractor (such consent being at the absolute discretion of the Customer).

16A.5 Promptly upon request from the Customer, the Supplier shall provide (or procure provision) to the Customer of all such evidence, information and assistance as the Customer reasonably requires in order to confirm that the warranties and undertakings given by the Supplier in clauses 16A.2, 16A.3, 16A.4 are, and remain, true, accurate and correct in all respects.

16A.6 The Customer 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.

16A.7 In respect of each Contractor or the provision of the Services (or any part of them), promptly upon request from the Customer , the Supplier shall provide (or procure provision) to the Customer of all such information and assistance as the Customer reasonably requires in connection with the Off-Payroll Working Rules (including, but not limited to, such information or assistance as the Customer reasonably requires in order to assess whether or not the Off-Payroll Working Rules apply to the provision of the Services (or any part of them) and/or to any arrangements involving the performance of any services by any Contractor, to carry out any Status Determination or to comply with any other requirement or obligation it may have a result of or in connection with the application of the Off-Payroll Working Rules).

16A.8 In circumstances where the Supplier, any Contractor or any other person involved (directly or indirectly) in the supply of the Services (or any part of them) wishes to make any representations (or any further representations) to the Customer that any Status Determination carried out by the Customer is incorrect, the Supplier shall use its best endeavours to ensure that any such representations are only sent to the Customer via the Customer Representative referred to in Section A.



16A.9 The Supplier warrants and undertakes to the Customer that it shall immediately inform the Customer if, at any time, it becomes aware of any new or additional fact, matter or circumstance, or any change in any fact, matter or circumstance, in each case, from which it appears that (a) the Off-Payroll Working Rules could apply or (b) any change may need to be made to any Status Determination previously carried out, in each case, in relation to the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor.

16A.10 The Supplier shall, at all times, comply with any and all requirements or obligations it may have as a result of or in connection with the application of the Off-Payroll Working Rules to the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor, including, but not limited, to any obligation to make any deductions for Tax, and shall procure the compliance of all other parties involved (directly or indirectly) in the supply of the Services (or any part of them).

16A.11 The Supplier shall indemnify the Customer, on demand and on an after-Tax basis, against:

- 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);
- any and all Tax and any other liabilities, losses, deductions, contributions or assessments; and
- 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, (i) the Supplier, at any time, being in breach of any of the warranties or undertakings given in clauses 16A.2, 16A.3, 16A.4, 16A.9 and 16A.13 and/or (ii) the application of the Off-Payroll Working Rules to the provision of the Services (or any part of them) and / or to any arrangements involving the performance of any services by any Contractor.

16A.12 The Customer may at its option satisfy the indemnity given under clause 16A.11 (in whole or in part) by way of deduction from payments due to the Supplier.

16A.13 The Supplier warrants to the Customer that it is not, nor will it prior to the cessation of this Call Off Contract become, a “managed service company”, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.

Within the scope of the Call Off Contract, the following clauses shall be added to the Call Off Terms:

23.6A. Cyber Security Requirements



The Supplier warrants and represents that it has complied with and throughout the Call Off Contract Period will continue to comply with the Cyber Security Requirements. The impact on the Services of any material changes to the Cyber Security Requirements will be managed under clause 15 (Variation Procedure) of the Call-Off Terms.

35.5 Corporate Social Responsibility Conduct and Compliance

35.5.1 The Customer 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.

35.5.2 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).

35.5.3 The Supplier shall notify the Customer 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.

35.6 Modern Slavery

35.6.1 The Supplier represents and warrants that at the Call Off Commencement Date neither the Supplier, nor any of its officers, 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.

35.6.2 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.

35.6.3 The Supplier shall prepare and deliver to the Customer 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.



36.2.A. Assignment and Novation

The Customer may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Call Off Contract and/or any associated licences to the Department of Health, NHS England and / or any Central Government Body and the Supplier shall, at the Customer's request, enter into a novation agreement in such form as the Customer shall reasonably specify in order to enable the Customer to exercise its rights pursuant to this Clause 36 (Assignment and Novation).

47. EXECUTION AND COUNTERPARTS

47.1 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.

47.2 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 Customer's electronic contract management system.

25.2 Financial Limits

Clause 25.2.1(c) shall be deleted and replaced as follows;

25.2.1

(c)

The Supplier's liability in respect of any breach of its obligations under Clause 23.6 shall be limited to:

i) the sum of two million (£2,000,000) pounds per Statement of Work for Services delivered pursuant to or in connection with the specific Statement of Work, unless a different financial limit is specified within a specific Statement of Work;

and

(ii) the sum of ten million (£10,000,000) pounds in aggregate under the terms of this Call Off Contract.

For the purposes of incorporation of Schedule 1 (Definitions) of the Call Off Terms, the following definitions shall be added (and where such terms are already defined, such definitions shall be replaced with the corresponding definitions below):



“Central Government Body” means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

- a) Government Department;
- b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- c) Non-Ministerial Department; and
- d) Executive Agency;

“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 and Article 6 of the Energy Efficiency Directive 2012/27/EU, from time to time in force;

“CSR Policies” means the Customer’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 Customer from time to time, and **“CSR Policy”** shall mean any one of them;

“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 Customer 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 Customer or the Department of Health and Social Care from time to time;

“General Change in Law” means a Change in Law where the change is of a general legislative nature and/or affects or relates to a Comparable Supply, and includes Laws arising out of or in connection with the United Kingdom’s withdrawal from the European Union which substantially amend, replace or supersede any existing Law;

“Restricted Country” means any country which is not (i) a member of the European Economic Area; (ii) the United Kingdom; (iii) deemed adequate by the European Commission pursuant to article 25(6) of Directive 95/46/EC or article 45(3) of the General Data Protection Regulation; and

“Standard Contractual Clauses” means the standard contractual clauses for the transfer of Personal Data to processors established in third countries which do not ensure an adequate level of protection as set out in Commission Decision C (2010) 593 and reference to the standard contractual clauses shall be to the clauses as updated, amended, replaced or superseded from time to time by the European Commission.



“Statement of Work” means a document substantially in the form of the template at Annex 1 to Section D of this Order Form and comprising the Customer’s Project Requirements and the Supplier’s Solution.

Customer’s ICT and Security Policy

Where the Supplier is required to comply with the Customer’s ICT Policy and Security Policy then append to this Order Form as a clearly marked document

Security Management Plan

Where the Supplier is required to provide the Customer with the Security Management Plan then append to this Order Form as a clearly marked document

Section C

Customer Core Services Requirements

Please provide details of all Services required including the locations where the Supplier is required to provide the Services Ordered.

Services

List below or append as a clearly marked document to confirm the Services which the Supplier shall provide to the Customer (which could include the Customer’s requirement and the Supplier’s response to the Further Competition Procedure)

OVERARCHING CALL OFF CONTRACT – SERVICE REQUIREMENTS

This is a copy from the specification in Appendix B of the ITT. In this section Authority and NHSD shall have the same meaning as Customer.

1.1 This section outlines the general requirements for the contract which reflects the likely needs of the Authority for future Statements of Work. On this basis, the Authority will require the provision of a range of services that will focus on providing coverage across Lot 2 – Transition and Transformation Service which support in;

- Implementation of new services, suppliers, architectures, or processes in line with the specifications and/or services strategy
- The identification of the transition/ transformation success factors and their measurement.
- Risk analysis and risk management.
- Audit and due diligence activities for the present Authority estate.
- Project and programme management, including planning, delivery, and reporting.
- Implementing and managing the transition/transformation process and coordination of resources, potentially across a multi supplier environment.
- Post transition/transformation review to identify if the objectives, success factors and benefits have been met and realised.
- Legacy service decommissioning and disposal, including planning, delivery, and coordination of activities.



This contract will support all the business areas and functions in Product Development Directorate. The Authority is therefore seeking the support of a Supplier to assist in evaluating, designing, and assuring delivery of our national applications, services systems for the health and care system over the term of the contract.

High-level Level Capabilities and Themes

Below is the likely support that will be needed for Client-Side Support services. This will not be a totally comprehensive list but broadly demonstrates the scope needed

Architecture

Development of technical/solution architecture, including requirements/design integrity documentation and processes; design frameworks (including high level and low-level designs)

Leading and development of programme / project architecture strategy - ensuring alignment to NHSD targets and strategy on re-use; preferred products; and ICT strategic principles.

Assurance

Development of programme/project business cases and investment justifications in line with NHSD/NHSX guidance and standards

Delivery or assurance of performance / volume testing requirements - for example, maturity assessment - assess risk and develop assurance approaches based on delivery team maturity and characteristics of the delivery.

Commercial Benefit Management

Assistance with the development and delivery of supporting commercial activities in accordance with NHSD guidance and frameworks (such as pre-procurement activities/deliverables; quantified make or buy analyses)

Data Engineering

Delivering data engineering - data analysis and synthesis; data development process, data innovation, data integration design, programming and build as part of delivering digital solutions.

Delivery Assurance

Leading and utilisation of appropriate/best practice tools and techniques to ensure high-quality and achievable project deliverables.

Development of project delivery documentation for a range of stakeholders (eg, Authority and technical teams)

Provide support to the Authority in project deployment and integration activities, including alignment with internal Implementation and Business Change (IBC) teams

Digital Content

Developing digital services content and digital marketing strategies to help drive current and new programmes.



Financial Management

Delivery of financial management across the programme /service, in line with NHSD guidance and principles, cost estimation/forecasting and project budget management

Governance

Delivering effective governance frameworks for the programme/project - acting within the constraints and frameworks of wider NHSD governance

Leadership

Provide leadership and demonstrable experience in bringing rd party opinion to inform strategy, delivery, and operations.

Leading the rapid design and mobilisation of a team to effectively meet new and changing delivery requirements within NHSD.

Working with Authority's, product/project teams to ensure the smooth and timely delivery of project objectives.

Identify and resolve delivery issues in an accurate and timely manner - including ability to successfully blend multi-disciplinary teams from NHSD and Authority / supplier organisations.

Leading the development of product and service strategies, visions and roadmaps working with NHSD delivery teams

Methodology

Using complex programme management expertise and adaptive methods to ensure that appropriate project techniques are designed and implemented to support successful delivery.

Providing coaching in a range of agile/digital delivery methodologies to improve in-house team experience and support delivery/knowledge transfer.

Performance Analysis

Applying digital analytics products in the development and implementation of NHS digital solutions

PMO

Develop and deliver appropriate PMO strategy for the programme / project - including appropriate measures for planning, delivery, benefits management, risk management, and financial management.

Ensure effective monitoring and reporting of project / delivery status using appropriate metrics / measures - including delivery of value.

Define and implement an effective risk strategy for the project, in accordance with NHSD risk frameworks and governance.

Analyse, assess, and monitor potential risks and develop mitigation plans.

Develop project implementation plans and product roadmaps (using traditional GANTT or Agile tools) for Authority and key stakeholders.

Product Management

Continuous improvement and iteration of the associated products - ensuring that user needs, and business priorities are understood, and working with the delivery team and stakeholders to develop a clear product vision and roadmap.



Defining and implementing product management best practice methodologies and principles in the development of NHSD digital solutions

Requirements

Identify / understand Authority requirements, using a range of traditional and agile techniques - and providing independent and impartial support in the identification and management of such requirements.

Independent and impartial support in the identification and management of requirements

Subject Matter Expertise

Have access to a range of resources providing subject matter expertise to support NHSD in delivery of solutions (eg, product management, delivery management, user/service centred design, software development/ engineering, data engineering)

COMMISSIONING PROCESS AND TEMPLATE - PROJECT SPECIFIC STATEMENTS OF WORKS

The Supplier shall provide the Services in accordance with the commissioning process leading to one or more Statements of Works substantially based on the template set out in Annex 1 to Section D of this Order Form.

1 Where the Customer wishes to commission work under this Call Off Contract, it shall:

1.1 Detail the requirements for each individual project including milestones and acceptance criteria and a populated data protection table containing complete and accurate details of the Personal Data Processing applicable to the SOW ("**Project Requirements**") substantially in the format of the Statement of Work template set out in Annex 1 to Section D of this Order Form.

1.2 The Customer's Representative will communicate Project Requirements in writing to the Supplier whereupon the Supplier shall have five (5) Working Days (or an alternative period as agreed between the parties upon the Customer communicating the Project Requirements) to respond. All commissioning requests shall be routed through the Customer's Commercial department/dedicated Commercial Leads.

1.3 The Supplier shall respond to the Project Requirements (the "**Supplier's Solution**") in the format specified by the Customer at the point of communicating the Project Requirements.

1.4 The parties will use the commissioning process to assess and agree the data processing requirements for each project, determine the data subjects and data classes to be processed by the Supplier, such details to be included in the relevant Statement of Work.

1.5 The Supplier's Solution shall include details of how the work will be undertaken, a timeline/activity plan along with resource CV's and a summary of the resources' relevant experience, it shall also include a detailed price for the delivery of the Project Requirements in the format provided by the Customer. Where no format is specified at section 1.3 the method used to calculate the price shall be set out in sufficient detail for the Customer to understand how the price was determined and, as a minimum, the Supplier's pricing will be broken down



by the day rates of resources proposed to fulfil the Supplier's Solution and will be no more expensive than the day rates set out in its Tender.

- 1.6 In most instances, fixed fee or output based pricing will be used. In other instances, time and materials will be utilised based on the submitted rate card. The final decision would lie with the Customer.
- 1.7 Within five (5) Working Days of receipt of the Supplier's Solution, or in any other period the parties agree, the Customer shall review and feedback comments on the Supplier's Solution.
- 1.8 Within two (2) Working Days of the Customer providing this feedback (or an alternative period agreed between the parties upon the Customer communicating its feedback) the Supplier shall provide a revised Supplier's Solution to the Customer.
- 1.9 Where the Customer agrees with either the initial or revised Supplier's Solution the Supplier's Solution shall be attached to the proposed Statement of Work containing the Project Requirements and the Customer shall sign and return the proposed Statement of Work to the Supplier for countersigning whereupon the Supplier shall commence delivery of the Services detailed in the Statement of Work.
- 1.10 Amendments to a signed Statement of Work shall follow the Variation process set out at clause 23 of the Call-Off Contract and actioned through the Customer's Commercial Team.
- 1.11 The completion of a signed Statement of Work shall be based upon the Services/Deliverables materially meeting the acceptance criteria agreed in that Statement of Work.
- 1.12 At any point during or before the commissioning process, the Customer may seek alternative means of delivering the requirement including potentially re-competing the requirement.
- 1.13 The Call-Off Contract is non-exclusive, and the Customer does not commit to awarding any work as part of this Call-Off Contract. Notwithstanding any other provision in this Call Off Contract the Supplier shall have no obligation to enter into any Statement of Work.
- 1.14 The parties agree that upon signature by both parties, the Statement of Work is a valid variation of the Call-Off Contract under the Order From and clause 15 (Variation Procedure) of the RM3804 Technology Services Call-Off Terms, and the Statement of Work forms part of the Call-Off Contract as referenced above.
- 1.15 Each Statement of Work will have a unique identifying number supplied by the Customer.

REPORTING AND GOVERNANCE

2. Project Team weekly call – prior to the call, the Supplier shall provide to the Customer the following reporting:
 - 2.1 Progress reports against Milestones set out in each Project Requirement detailing Milestone's due for completion that are achieved, not achieved (with accompanying



explanations) and any proposed changes to future Milestone dates (with accompanying explanations and impact assessment).

- 2.2 Risks and issues associated with future Milestones and details of actions being taken by the Supplier to remedy those risks and issues.
- 2.3 For time and materials charging, the burn rates of resources and any variance against the resource profile set out in the Supplier's Solution to each project and communicating to the Customer when discounts will be applicable (in line with the pricing matrix).
- 2.4 Any additional reporting requirements as set out in individual Project Requirements being delivered at that time.
- 2.5 The Supplier shall provide the Customer with financial updates against each project to help facilitate forecasted accruals.

CONTINUOUS IMPROVEMENT

- 3.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Call-Off Contract duration.
- 3.2 The Supplier should present new ways of working to the Customer during quarterly contract review meetings.
- 3.3 Changes to the way in which the Services are to be delivered must be brought to the Customer's attention and agreed prior to any changes being implemented.

SECURITY REQUIREMENTS

- 4.1 Some projects may require Supplier's resources to be cleared to the Customer's security clearance level of Security Check (SC). Some projects may require a higher or lower level of clearance. The level of security clearance required will be communicated in the Project Requirements and prior to each Statement of Work commencing. The Customer will make best endeavours in providing as much prior notice as is possible in such an event.

Location/Site(s) for provision of the Services

The Services will be delivered remotely by the Supplier however the Supplier shall comply with requests by the Customer to co-locate with the Customer where required.

Additional Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM3804 CCS webpage. The document is titled RM3804 Additional Clauses.

Those Additional Clauses selected below shall be incorporated into this Call Off Contract



Applicable Call Off Contract Terms	Optional Clauses
Additional Clauses and Schedules	<i>Can be selected to apply to any Order</i>
<i>Tick any applicable boxes below</i>	<i>Tick any applicable boxes below</i>
A: SERVICES – Mandatory The following clauses will automatically apply where Lot 3 services are provided (this includes Lot 4a & 4b where Lot 3 services are included).	C: Call Off Guarantee <input type="checkbox"/>
<input type="checkbox"/>	D: Relevant Convictions <input checked="" type="checkbox"/>
A3: Staff Transfer	E: Security Requirements <input checked="" type="checkbox"/>
A4: Exit Management	
A: PROJECTS - Optional Only applies to Lots 1 and 2	F: Collaboration Agreement <input type="checkbox"/>
A1: Testing <input checked="" type="checkbox"/>	Where required please complete and append to this Order Form as a clearly marked document (see Call Off Schedule F)
A2: Key Personnel <input checked="" type="checkbox"/>	G: Security Measures <input type="checkbox"/>
B: SERVICES - Optional Only applies to Lots 3 and 4a and 4b	
B1: Business Continuity and Disaster Recovery <input type="checkbox"/>	H: MOD Additional Clauses <input type="checkbox"/>
B2: Continuous Improvement & Benchmarking <input type="checkbox"/>	Alternative Clauses
B3: Supplier Equipment <input type="checkbox"/>	<i>To replace default English & Welsh Law, Crown Body and FOIA subject base Call Off Clauses</i>
B4: Maintenance of the ICT Environment <input type="checkbox"/>	<i>Tick any applicable boxes below</i>
B5: Supplier Request for Increase of the Call Off Contract Charges <input type="checkbox"/>	Scots Law <input type="checkbox"/>
B6: Indexation <input type="checkbox"/>	Northern Ireland Law <input type="checkbox"/>
B7: Additional Performance Monitoring Requirements <input type="checkbox"/>	Non-Crown Bodies <input type="checkbox"/>
	Non-FOIA Public Bodies <input type="checkbox"/>



Collaboration Agreement (see Call Off Schedule F) This Schedule can be found on the RM3804 CCS webpage. The document is titled RM3804 Call Off Schedule F.

Organisations collaborate (Suppliers)	required to (Collaboration)	An executed Collaboration Agreement shall be delivered from the Supplier to the Customer within the stated number of Working Days from the Call Off Commencement Date <i>insert right</i> OR An executed Collaboration Agreement from the Supplier has been provided to the Customer and is attached to this Order Form. <i>tick box (right) and append as a clearly marked complete document</i>	N/A
			<input type="checkbox"/>

Licensed Software Where Software owned by a party other than the Customer is used in the delivery of the Services list product details under each relevant heading below

Supplier Software

None

Third Party Software

None

The following terms are not applicable at the Call Off Commencement Date as no Supplier Software is being provided. In the event Supplier Software is provided during the Term in respect of Services provided under this Call Off Contract, the Supplier will use reasonable endeavours to include the terms set out below in the licence terms for any Supplier Software provided, subject to Variation.

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 Customer shall be entitled, free of charge, to sub licence the software to any contractor and/or Sub-Contractor of the Customer who is working towards and/or is providing services to the Customer.

1.2 The Customer's role as national information and technology partner to the NHS and social care bodies involves the Customer 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 Customer from discharging its role as the national information and technology partner for the health and care system, which includes the ability of the Customer 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 Customer's services.



1.3 The Customer shall be entitled to deploy the software at any location from which the Customer and/or any contractor and/or Sub-Contractor of the Customer is undertaking services pursuant to which the software is being licenced.

1.4 Any software licenced to the Customer 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 Customer).

1.5 The Supplier shall ensure that the Customer 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 Customer in advance if any software or service permits the Supplier or any third party remote access to the software or systems of the Customer.

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 Customer.

Customer Property *(see Call Off Clause 21)*

Items licensed by the Customer to the Supplier (including any Customer Software, Customer Assets, Customer System, Customer Background IPR and Customer Data)

List below if applicable

None

Call Off Contract Charges and Payment Profile *(see Call Off Schedule 2)*

Include Charges payable by the Customer to the Supplier (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)

List below or append as a clearly marked document

All Charges will be charged at a level no higher than Day Rates tendered.

Time and Material/Capped T&M or Fixed Price charges as per the commissioning process detailed in this Section C Commissioning Process and Template – Project Specific Statements of Works.

Services shall be charged as set out in the rate table and discount table below, where the 'value range' row refers to the aggregate Charges throughout the Call Off Period and including the Call-Off Extension Period and the 'discount applied' row represents the minimum level of discount applied to all Charges falling within that value range.

Role	
Assignment lead - Leadership	
Delivery Manager	
Technical Architect	



Service Designer	
Strategy and Architecture	
Information Strategy	
Advice and Guidance - Specialist	
Business Strategy and Planning - Financial Management	
Business Strategy and Planning - Enterprise and Business Architecture	
Technical Strategy and Planning - Solution Architecture	
Technical Strategy and Planning - Methods and Tools	
Change and Transformation	
Business Change Implementation - PMO Management	
Business Change Implementation - Programme Management	
Business Change Implementation - Portfolio, programme and project support -	
Business Change Management - Business Analysis	
Business Change Management - Benefits Management	
Business Change Management - Requirements Definition and Management	
Development and Implementation	
User Design and Research	
User Experience evaluation	
Delivery and Operation - Service Design and Transition	
Skills and Quality Assurance	

Additional SFIA Grades



	Individual Days	Strategy & Architecture	Business Change	Solution Development & Implementation	Service Management	Procurement & Management Support	Client Interface
1	Follow						
2	Assist						
3	Apply						
4	Enable						
5	Ensure/Advise						
6	Initiate/Influence						
7	Set Strategy / Inspire						

Discount Table

The 'discount applied' row represents the minimum level of discount applied to all Charges falling within that value range.

Cumulative Bandings Discount applied to all fees where invoices over the Term of the Call-Off Contract are in the following ranges		Discount (to be expressed as a percentage against invoiced amounts)
FROM	TO	Suppliers should propose incremental discounts. % Discounts must be at least equal to the previous amount for future bands

Payments Managing Public Money – Principles

The Customer has the responsibility to exercise proper stewardship of public funds, including compliance with the principles laid out in Managing Public Money. The standards ensure it is responsible for establishing and maintaining internal audit arrangements in accordance with the



Public Sector Internal Audit Standards and have effective quality internal governance and sound financial management that demonstrates value for money.

All Project Requirements will be Fixed Priced or Capped T&M where payment will be made upon either:

achievement of individual Milestones as detailed in each Project Requirements and / or Project Plans; or

achievement of all Milestones detailed in the Project Requirements.

Expenses shall be subject to Customer's expense policy.

Undisputed Sums Limit (£)

Insert right (see Call Off Clause 31.1.1)

Delay Period Limit (calendar days)

Insert right (see Call Off Clause 5.4.1(b)(ii))

Estimated Year 1 Call Off Contract Charges (£)

£5,000,000

For Call Off Contract Periods of over 12 Months

Enhanced Insurance Cover

Where a specific Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Schedule 14 please specify below

Third Party Public Liability Insurance (£)

N/A.

Professional Indemnity Insurance (£)

N/A.

Transparency Reports (see Call Off Schedule 6)

If required by the Customer populate the table below to describe the detail (titles are suggested examples)

Title	Content	Format	Frequency
Performance	To be defined and agreed between the Supplier and the Customer in writing	To be defined and agreed between the Supplier and the Customer in writing	Monthly
Call Off Contract Charges	To be defined and agreed between the Supplier and the Customer in writing	To be defined and agreed between the Supplier and the	Monthly



		Customer in writing	
Evidence of the Acceptance of Deliverables under each Statement of Work	To be defined and agreed with the Customer in writing	To be defined and agreed with the Customer in writing	At the end of each Statement of Work

Quality Plans (see Call Off Clause 7.2)

Time frame for delivery of draft Quality Plans from the Supplier to the Customer – from the Call Off Commencement Date (Working Days)

Where applicable insert right

[Click here to enter text.](#)

Implementation Plan (see Call Off Clause 5.1.1)

Time frame for delivery of a draft Implementation Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days)

Where applicable insert right

[Click here to enter text.](#)

BCDR (see Call Off Schedule B1)

This can be found on the CCS RM3804 webpage. The document is titled RM3804 Additional Clauses.



An executed BCDR Plan from the Supplier is required prior to entry into the Call Off Contract *tick box (right) and append as a clearly marked complete document*

OR

Time frame for delivery of a BCDR Plan from the Supplier to the Customer – from the Call Off Commencement Date (Working Days)

Where applicable insert right

[Click here to enter text.](#)

Disaster Period (calendar days)

[Click here to enter text.](#)

GDPR (see Call Off Clause 23.6)

Where a specific Call Off Contract requires the inclusion of GDPR data processing provisions, please complete and append Call Off Schedule 7 to this order form. This Schedule can be found in the Call Off Contract on the RM3804 CCS webpage

The Supplier shall, at its own cost, participate and provide full co-operation for the completion of any Data Protection Impact Assessments conducted by the Customer relating to the Services.

Supplier Equipment (see Call Off Clause B3)

This can be found on the RM3804 CCS webpage. The document is titled RM3804 Additional Clauses.

X - Service Failures (number)

Where applicable insert right

N/A

Y – Period

(Months)

N/A



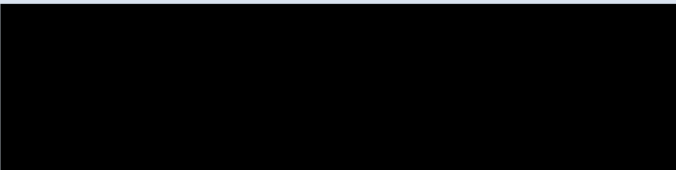
Where applicable
insert right

Key Personnel & Customer Responsibilities (see Call Off Clause A2)

List below or append as a clearly marked document to include Key Roles

Key Personnel

List below or append as a clearly marked document to include Key Roles



Customer Responsibilities

List below or append as a clearly marked document

See Section D

Relevant Conviction(s)

Where applicable the Customer to include details of Conviction(s) it considers relevant to the nature of the Services.

List below or append as a clearly marked document (see Call Off Clause D where used)

N/A

Appointment as Agent (see Call Off Clause 19.5.4)

Insert details below or append as a clearly marked document

Specific requirement and its relation to the Services

Other CCS framework agreement(s) to be used

N/A

N/A

SERVICE LEVELS AND SERVICE CREDITS (see Part A of Call Off Schedule 3)

Service Levels

The Parties will, acting reasonably, agree service levels as part of the commissioning process.

Critical Service Level Failure (see Call Off Clause 9)

Agree and specify the metrics for Critical Service Level Failures in the marked areas below

The Parties will, acting reasonably, agree service levels as part of the commissioning process.



Additional Performance Monitoring Requirements

Technical Board (see paragraph 2 of Call Off Schedule B7) – where required

If required by the Customer populate the table below to describe the detail

Required Members			
Job Title	Name	Location	Frequency

Time frame in which the Technical Board shall be established – from the Call Off Commencement Date (Working Days) *Where applicable insert right* N/A



STATEMENTS OF WORK

During the Call Off Period, the Customer 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. The Customer and Supplier shall complete and execute Statements of Work in the form of the template Statement of Work in Annex 1 to this Order Form.

Upon agreement by the Customer and the Supplier, each agreed Statement of Work is deemed incorporated into this Call Off Contract as a supplementary Statement of Work.
Each Statement of Work must have a unique identifying reference



ANNEX 1 TO SECTION C

TEMPLATE - STATEMENT OF WORK

Statement of Works (SOW) Details

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

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

All SOWs must fall within the outline specification of services in Order Form Section C and the provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Services detailed in that SOW 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.

The Supplier will provide a Supplier Solution document in relation to the delivery of requirements under a Statement of Work and such Supplier Solution shall be appended to this SOW.

Ref: Accessing Professional Services: Client-Side Delivery Support

Between:

Health and Social Care Information Centre (known as NHS Digital) ("**Customer**")

and

Capgemini UK Plc ("**Supplier**")

Together the "Parties"

Under the Technology Services 2 Call-Off Contract between the parties, referenced below ("Call-Off Contract").

Date of this Statement of Work :	XX/XX/20XX
Statement of Work Reference:	XX
Call Off Contract Reference:	Con XXX
Project Ref	PRJ XXX

Unless otherwise explicitly specified in this Statement of Work, the terms of the Call-Off Contract shall apply to the scope of Services set out in this Statement of Work unamended. Unless otherwise specified, changes



made to the terms of the Call-Off Contract set out herein only apply to the scope of Services as set out in this Statement of Work.

Background to Requirement/Overview of Requirement

1.1

Definitions and Acronyms

2.1

The following definitions shall be in addition to those already in the Call-Off Contract. Where such terms are already defined in the Call-Off Contract then such definitions shall be replaced with the corresponding definitions below.

Expression or Acronym	Meaning

Project Requirements

3.1

Milestones

4.1

Milestone	Description	Timeframe
1		
2		
4		

Customer's Responsibilities

5.1

Reporting

6.1

Accreditation

7.1

Staff and Customer Service

8.1

Service Levels and Performance

9.1 The Customer will measure the quality of the Supplier's Service delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1			
2			
3			



4			
5			

Security Requirements

10.1

Payment

11.1 Invoice payment is as per Schedule 2 of the Call-Off Contract.

11.2 This document sets out the maximum extent of the Customer's requirements and deliverables/outputs at the time of drafting, and against which the Supplier will provide a Supplier's Solution.

11.3 Where the Customer terminates the Statement of Work under section 14 below then it will pay the Supplier for the actual effort performed in respect of Services and/or Deliverables provided up to and including the early termination date. This may include agreeing a pro-rata of the part completed work to the date of early termination, including if the termination date falls between Milestones (where used).

Location

12 [The location will either be Leeds or London or remote– to be confirmed during the commissioning process.]

Change Process

13 In the event of a change being required to this Statement of Work, the Parties will follow Clause 15 (Variation Procedure) of the Call-Off Terms.

Termination without cause

14 The Customer shall have the right to terminate this Statement of Work at any time by issuing a Termination Notice to the Supplier giving at least (10) days written. [Or other timescale the parties agree per SOW]

15 PROCESSING OF PERSONAL DATA

Data Protection:

Where the data protection table at Section B in the Order Form under 'additional specific standards or compliance requirements' does not accurately reflect the Data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall complete the table below with the SOW specific data processing arrangements, in replacement of the table at Section B in the Order Form.

Description	Details
Identity of the Controller and Processor	
Subject matter of the Processing	



Duration of the Processing	
Nature and purposes of the Processing	
Type of Personal Data	
Categories of Data Subject	
Plan for return and destruction of the data once the Processing is complete	
Sub-processors	
Data Protection Officers	Customer's DPO : [tbc] Supplier's DPO : [tbc]

16. INTELLECTUAL PROPERTY RIGHTS

16.1 As per Clause 22 (Intellectual Property Rights) of the Call-Off Terms, save as expressly granted elsewhere under this Call Off Contract, the Supplier shall not acquire any right, title, or interest in or to the Intellectual Property Rights of the Customer or its licensors, including the:

- (i) Customer Background IPR.
- (ii) Customer Data; and
- (iii) Project Specific IPRs.

17 IR35 Determination Statement

IR35 Status Determination Statement	
Required	[]
Not Required	[]

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:

For and on behalf of the Supplier

Name:



Crown
Commercial
Service

Title:

Date:

Signature:

For and on behalf of the Customer

Name:

Title:

Date:

Signature:



Crown
Commercial
Service

Section D

Supplier response

Suppliers - use this section to provide any details that may be relevant in the fulfilment of the Customer Order



Commercially Sensitive information

Any information that the Supplier considers sensitive for the duration of an awarded Call Off Contract

Details of the Supplier's methodologies, policies and processes. The methodologies, policies and processes remain confidential and commercially sensitive to the Supplier and if such information was disclosed it could be commercially damaging to the Supplier.

All information relating to limits of liability, daily fee rates, pricing and charging mechanisms contained in the Call-Off Contract. Disclosure of which may provide affect the Supplier's competitive position. As a result, the Supplier considers this information to be a 'trade secret'.

The terms of the Supplier's insurance are strictly confidential and if such information was disclosed it could be commercially damaging to the Supplier.

All details relating to personnel including but not limited to the numbers of resources with specific skills, numbers of security cleared staff, staff terms and conditions of employment and staff selection methods are used for the purpose of managing the Supplier's resources to secure trade and generate profit and provides the Supplier with a competitive advantage. If such information was disclosed, it could be commercially damaging to the Supplier.

Any information relating to other customers of the Supplier that has been obtained as a result of the Services or as a result of procuring the Services (including pre-contract references).

Total contract value

Please provide the total contract value (for the Call Off Initial Period) as detailed in your response to the Customer's statement of requirements

Total contract value is dependent on requirements over the term, which at this stage are not known in their entirety, but the spend will not exceed [REDACTED]

Section E

Call Off Contract award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of this Order Form and the Call Off Terms (together referred to as "the Call Off Contract") for the duration of the Call Off Contract Period.

SIGNATURES



The individuals set out below shall execute this Call Off Contract, on behalf of the Customer and the Supplier, either using a manuscript signature or an electronic signature. A manuscript signature shall be placed in the execution block below, an electronic signature shall be evidenced in an execution block to be attached as the final page of this Order Form:

For and on behalf of the Supplier:

Name of individual signing:		
Title:		
Email:		
Signature (only applicable for manuscript signature):		
Date (only applicable for manuscript signature):		

For and on behalf of the Customer:

Name of individual signing:		
Title:		
Email:		
Signature (only applicable for manuscript signature):		
Date (only applicable for manuscript signature):		



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APPENDIX 1 to the Order Form – Signed Statements of Work

The following Statements of Work signed by the Parties are incorporated to this Call-Off Contract.