Call-Off Ref: C33333 Data - This is my new contract

## **Health Order Form**

CALL-OFF REFERENCE: C201724

THE BUYER: NHS England

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

THE SUPPLIER: Netcompany UK Limited

SUPPLIER ADDRESS: 6th Floor, 2 Pancras Square, London, UK, N1C

4AG

REGISTRATION NUMBER: 08568559

DATE OF ISSUE: 10 August 2023

CALL-OFF START DATE: 29 August 2023

**ACTUAL SERVICES** 

COMMENCEMENT DATE: 29 August 2023

CALL-OFF EXPIRY DATE: 28 August 2025

CALL-OFF INITIAL PERIOD: 24 months

CALL-OFF OPTIONAL

EXTENSION PERIOD: 6 months

MINIMUM NOTICE PERIOD

FOR EXTENSION(S): 3 months

HANDOVER DATE (IF APPLICABLE) N/a

- SEE CALL OFF SCHEDULE 13A

CALL-OFF CONTRACT VALUE

INITIAL PERIOD (excl. VAT): £9,700,000

GBP Nine million, Seven hundred thousand

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#### **ANNEXES TO THIS ORDER FORM**

The following Annexes form part of this Health Order Form.

| Annex   | Title                                      | Version |
|---------|--|---------|
| Annex 1 | Statement of Work (Specification) Template | 2.0.1   |
| Annex 2 | Statement of Work (Costs) Template         | 1.0.1   |
| Annex 3 | Special Terms                              | 1.0.1   |
| Annex 4 | Buyer's Mandatory Policies                 | 1.0.1   |
| Annex 5 | Processing Personal Data                   | 2.0.1   |
| Annex 6 | Key Subcontractors                         | 1.0.1   |
| Annex 7 | Applicable Standards                       | 1.0.1   |

## STATEMENTS OF WORK

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute Statements of Work ("SOW"). Once signed by the Parties, the Statements of Work shall be incorporated into and will form part of this Call-Off Contract.

The following SOW[s] will be executed at the same time as the Call-Off Contract:

| Annex | Title           | Version |
|-------|-----------------|---------|
| SOW01 | SOW 1 Transform | 1.0F    |
|       |                 |         |
|       |                 |         |

The following SOW[s] form part of the Invitation to Tender and remain as drafts as at the date of this Call-Off Contract. The Buyer reserves the right to amend and update these SOWs following the execution of the Call-Off Contract.

| Annex | Title | Version |
|-------|-------|---------|
|       |       |         |
|       |       |         |
|       |       |         |

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A Statement of Work consists of two parts however the Specification and Costs together form the Statement of Work:

- **Specification**: the technical specification developed using template contained in the attached Annex 1 of this Health Order Form: Statement of Work Template (Specification); and
- Costs: the pricing workbook which shall be output from the Commercial model. An example of this may be found in Annex 2 of this Health Order Form: Statement of Work Template (Costs).

The Parties agree that the templates in both Annex 1 and Annex 2 to this Health Order Form may be updated by the Buyer from time to time to reflect emerging Buyer needs. The Buyer shall notify the Supplier of any material change to the template in writing.

#### **CALL-OFF TERMS**

The following sections of this Order Form include optional wording. Where such wording is marked with a  $\boxtimes$  that wording is included and applicable to this Call-Off Contract.. Where the wording is not marked as applying (i.e.  $\square$ ), then that wording is not incorporated into this Call-Off Contract.

For each of the documents listed below:

Where the document is not marked as applying ( $\square$ ), then those documents are not incorporated into this Call-off Contract.

Where the document is marked as applying ( $\boxtimes$ ), then those documents are incorporated into this Call-off Contract.

| Schd.                                   | Title | Ver.  | Applies     |
|---|-------|-------|-------------|
| THE ORDER FORM AND ANNEXES              |       |       |             |
| This Order Form (including all Annexes) |       | 2.0.1 | $\boxtimes$ |

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| Schd. | Title   | Ver.  | Applies     |
|-------|---|-------|-------------|
|       | JOINT SCHEDULES                                     |       |             |
| J01   | Joint Schedule 1 Definitions                        | 3.7.1 | $\boxtimes$ |
| J02   | Joint Schedule 2 Variation Form                     | 3.1.1 | ×           |
| J03   | Joint Schedule 3 Insurance Requirements             | 3.1.1 | $\boxtimes$ |
| J04   | Joint Schedule 4 Commercially Sensitive Information | 3.1.4 | $\boxtimes$ |
| J05   | Joint Schedule 5 Corporate Social Responsibility    | 3.2.1 | ×           |
| J06   | Joint Schedule 6 Key Subcontractors                 | 3.1.1 | $\boxtimes$ |
| J07   | Joint Schedule 7 Financial Difficulties             | 3.3.1 | ×           |
| J08   | Joint Schedule 8 Guarantee                          | 3.2.1 |             |
| J09   | Joint Schedule 9 unused                             |       |             |
| J10   | Joint Schedule 10 Rectification Plan                | 3.0.1 | ×           |
| J11   | Joint Schedule 11 Processing Data                   | 4.1.1 | $\boxtimes$ |
| J12   | Joint Schedule 12 Supply Chain Visibility           | 1.0.1 | $\boxtimes$ |

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| Schd.              | Title   | Ver.  | Applies     |  |
|--------------------|---|-------|-------------|--|
| CALL-OFF SCHEDULES |   |       |             |  |
| C01                | Call-Off Schedule 1 Transparency Reports  | 3.0.2 | $\boxtimes$ |  |
| C02                | Call-Off Schedule 2 Staff Transfer  | 3.2.2 | $\boxtimes$ |  |
| C03                | Call-Off Schedule 3 Continuous Improvement  | 3.0.1 | $\boxtimes$ |  |
| C04                | Call-Off Schedule 4 Call-Off Tender   | 3.1.1 | $\boxtimes$ |  |
| C05                | Call-Off Schedule 5A Health Pricing Details and Expenses Policy   | 3.1.1 | $\boxtimes$ |  |
| C05.1              | Call-Off Schedule 5A Annex 1 Call-Off Contract Prices   | 1.0   | $\boxtimes$ |  |
| C05.2              | Call-Off Schedule 5A Annex 2 Specific Technology Uplifts  | 1.0   | $\boxtimes$ |  |
| C06                | Call-Off Schedule 6 ICT Services  | 3.4.1 |             |  |
| C07                | Call-Off Schedule 7 Key Supplier Staff  | 3.0.1 | $\boxtimes$ |  |
| C08                | Call-Off Schedule 8 Business Continuity and Disaster Recovery Plan                                      | 3.2.1 | $\boxtimes$ |  |
| C09                | Call-Off Schedule 9A Health Security including Annexes 1,2 & 3  | 3.4.2 | $\boxtimes$ |  |
| C09.4              | Call-Off Schedule 9A Health Security including Annex 4 ISMS   | 3.4.2 |             |  |
| C10                | Call-Off Schedule 10A Health Exit Management  | 3.1.1 | $\boxtimes$ |  |
| C11                | Call-Off Schedule 11 Not Used   |       |             |  |
| C12                | Call-Off Schedule 12 Not Used   |       |             |  |
| C13                | Call-Off Schedule 13A Health Implementation Plan and Testing  | 3.2.2 | $\boxtimes$ |  |
| C14                | Call-Off Schedule 14 Service Levels   | 3.1.1 |             |  |
| C15                | Call-Off Schedule 15A Health Supplier and Contract Management   | 3.1.1 | $\boxtimes$ |  |
| C16                | Call-Off Schedule 16 Benchmarking   | 3.2   | $\boxtimes$ |  |
| C17                | Call-Off Schedule 17 MOD Terms  |       |             |  |
| C18                | Call-Off Schedule 18 Background Checks  | 3.0.1 | $\boxtimes$ |  |
| C19                | Call-Off Schedule 19 Scottish Law   |       |             |  |
| C20                | Call-Off Schedule 20 Call-Off Specification As updated and supplemented by executed Statements of Work. | 3.0.2 | $\boxtimes$ |  |
| C21                | Call-Off Schedule 21 Northern Ireland Law   |       |             |  |
| C22                | Call-Off Schedule 22 Not Used   |       |             |  |
| C23                | Call-Off Schedule 23 Health Additional Call-Off Terms   | 1.0.3 | $\boxtimes$ |  |
| C24                | Call-Off Schedule 24 Health Probity   | N/A   |             |  |
| C25                | Call-Off Schedule 25 Ethical Walls Agreement  | 1.0.1 | $\boxtimes$ |  |
| C26                | Call-Off Schedule 26 Form of Licence  | 1.0.1 |             |  |

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#### FRAMEWORK CONTRACT RM6221

This Order Form is for the provision of the Deliverables and is dated as of the Date of Issue.

The Order Form and accompanying Schedules are issued pursuant to the Framework Contract with the reference number RM6221 for the provision of Digital Capability for Health Deliverables.

Defined terms used in this Order Form shall be interpreted in accordance with Joint Schedule 1 (Definitions), as updated by Annex 3 of this Order Form (Special Terms).

In this Call-Off Contract, a reference to a schedule numbered N, shall be interpreted as a reference to a schedule NA. For example, a reference to a Call-Off Schedule 5 (Pricing Details and Expenses Policy), shall be interpreted as a reference to Call-Off Schedule 5A (Pricing Details and Expenses Policy).

The Parties signature and agreement of this Order Form will not oblige the Buyer to buy or the Supplier to supply Deliverables. Commitment to buy and to supply the Deliverables shall occur when the parties execute Statements of Work. The parties shall keep a log of the agreed Statements of Work.

#### ORDER OF PRECEDENCE

In the event that any documents conflict, the following order of precedence applies. Documents listed at lower numbers in this list shall take precedence over documents listed with higher numbers:

- 1. This Order Form including the Order Form Annexes.
- 2. Executed Statements of Work
- 3. C23 Call-Off Schedule 23 (Health Additional Call-Off Terms)
- 4. RM6221 DCFH Core Terms (version 3.0.9)
- 5. All remaining RM6221 Joint Schedules
- 6. All remaining Call-Off Schedules (excluding C04)
- 7. C04 Call-Off Schedule 4 (Call-Off Tender)

Save as specifically agreed in this Health Order Form and Call-Off Schedule 6 (ICT Services), no Supplier terms form part of this Call-Off Contract. That includes any terms presented at the time of delivery or referenced by the Supplier in C04 - Call-Off Schedule 4 (Call-Off Tender).

For the avoidance of doubt, any variation of the Framework Terms by CCS following the signature of this Order Form, shall not automatically vary this Call-Off Contract. Any variation to the Call-Off Contract shall be in accordance with Clause 24 of the Core Terms.

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### **CALL-OFF SERVICE PROVISION(S):**

The following details the scope of required services and Deliverables at a high level. Further detail may be found within the detailed requirements documented within Call-Off Schedule 20 (Call-Off Specification),

| Service<br>Provision                   | Description  | Main<br>Service | Extra<br>Services |
|--|--|-----------------|-------------------|
| DevOps<br>Services                     | support for ongoing live services.   |                 | $\boxtimes$       |
| Digital<br>Definition<br>Services      | Either separately or combined GDS Discovery (as extended under Extended Discovery under Paragraph 4.3 below) and /or Alpha phases.   |                 |                   |
| Build and<br>Transition<br>Services    | either separately combining GDS Beta phase and/or Retirement phases (including transition to Live). It is anticipated that Live will be covered by an appropriate competition for DevOps Services. |                 |                   |
| End-to-End<br>Development<br>Services  | with the ability to combine the full set of GDS agile phases of Discovery through to Live.   |                 | $\boxtimes$       |
| Data Management (and similar) Services | primarily targeted at building, enhancing, and maintaining data assets, migrating data from one system to another and analysis and reporting from such data assets.                                |                 |                   |

#### **CALL-OFF SPECIAL TERMS**

This Order Form amends the Framework Terms as detailed in Annex 3 (Special Terms). Any reference to a Call-Off Schedule, Joint Schedule or the Core Terms shall refer to them as amended by Annex 3. The Special Terms contained in Annex 3 are incorporated into this Call-Off Contract

#### **CALL-OFF DELIVERABLES**

The Call-Off Deliverables shall be as documented at a high level in Call-Off Schedule 20 (Call-Off Specification) and more specifically within individual Statements of Work.

Unless explicitly agreed in a Statement of Work, the Supplier will not make available or provide any Supplier Existing IPRs or Third Party IPRs as part of the Deliverables.

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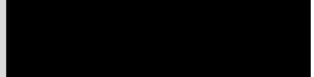
The Supplier will not make available or provide any Supplier or 3rd party COTS Software as part of the Deliverables without the prior written consent of the Buyer to be provided in a Statement of Work.

In the event that the Authority requests to license Supplier or Third Party COTS Software from or via the Supplier such arrangements will be specifically agreed as part of the applicable Statement(s) of Work.

#### **MAXIMUM LIABILITY**

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

The Estimated Year 1 (12 month) Charges (excluding VAT) used to calculate liability in the first Contract Year is:



#### **CALL-OFF CHARGES**

The Framework utilises Capped Time and Materials, based on competed day rates, as the underlying basis of charging for the Call-Off Contract overall.

However, individual SOWs may be required to be priced based on any of the charging methods detailed below. More information on these may be found in Call-Off Schedule 5 (Pricing Details):

- (1) Capped Time and Materials
- (2) Incremental Fixed Price
- (3) Fixed Price

#### REIMBURSABLE EXPENSES

The Rate Card includes all expenses related to delivering the Services at the locations specified in the Statements of Work. See Framework Schedule 3 (Framework Prices), and Paragraph 8 of Expenses Policy in Annex 1 of Call-Off Schedule 5A (Health Pricing Details and Expenses Policy).

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#### **MATERIAL KPIs**

## Call-Off Schedule 15A Health Supplier and Contract Management

The following Material KPIs shall apply to this Call-Off Contract in accordance with Paragraph 9 of Call-Off Schedule 15A:

| Material KPI   | Target | Measured by |
|----------------|--------|-------------|
| Not applicable |        |             |

#### **PAYMENT METHOD**

Payments shall be made in accordance with Paragraph 8 of Call-Off Schedule 15A (Health Supplier and Contract Management).

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#### **BUYER'S INVOICE ADDRESS**

| Name  | NHS England  |  |  |  |
|---|--|--|--|--|
| Email address   | sbs.apinvoicing@nhs.net  |  |  |  |
| Address   | NHS England, X24 Payables K005, PO Box 312, Leeds, LS11 1HP  |  |  |  |
| Invoicing Information  Any queries regarding outstanding payments should be directed to NHS England Accounts Payable section by 6 |  |  |  |  |
|   | financialaccounts@nhs.net.   |  |  |  |
|   | Invoices should clearly quote the purchase order number, be addressed to the above address and be sent as a PDF attachment by email to the following email address |  |  |  |
|   | sbs.apinvoicing@nhs.net (one invoice per PDF)  |  |  |  |
|   | Emails must not exceed 10Mb and quote  |  |  |  |
|   | 'X24 Invoice Scanning'   |  |  |  |
|   | in subject line. Alternatively invoices can be sent via post to the above address.   |  |  |  |

#### **BUYER'S AUTHORISED REPRESENTATIVE**

| Name          |  |
|---------------|--|
| Role          |  |
| Phone         |  |
| Email address |  |
| Address       |  |

## **STANDARDS REQUIREMENTS**

From the Start Date of this Call-Off Contract, the Supplier shall comply with the current relevant Call-Off Standards as set out in Annex 7 (Applicable Standards) of this Order Form as amended or supplemented by any Statement of Work.

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#### **BUYER'S MANDATORY POLICIES**

The Buyer does not currently have a stand-alone Environmental Policy.

The Supplier shall (and shall ensure the Supplier's employees, contractors and subcontractors shall) comply with the Buyer's mandatory policies detailed in the table at Annex 4 (Mandatory Policies) of this Order Form and as updated from time to time.

In the event of a difference between any Buyer's policy and Supplier's policy (or their Subcontractor's, policy), the Supplier agrees that the Buyer's policy shall take precedence, save where otherwise agreed in the table below or in a Statement of Work.

| The following supplier's policy shall take precedence over the following Buyer's policies |  |  |  |
|---|--|--|--|
| Buyer's Policy Title Supplier's Policy Title  |  |  |  |
|   |  |  |  |
|   |  |  |  |

#### SUPPLIER'S AUTHORISED REPRESENTATIVE

#### SUPPLIER'S CONTRACT MANAGER

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## THE FOLLOWING JOINT SCHEDULES ARE UPDATED IN ACCORDANCE WITH THE OPTIONS IDENTIFIED AND SELECTED BELOW.

#### **INSURANCES**

Joint Schedule 3 (Insurance Requirements)

| Are additional insurances required in addition to that required by Joint Schedule 3 (Insurance Requirements)? |  |
|---|--|
| NA  |  |

#### **COMMERCIALLY SENSITIVE INFORMATION**

### Joint Schedule 4 (Commercially Sensitive Information)

For information, in addition to names and other sensitive information in this Order Form and the data already identified in Schedule 4, as a minimum the following schedules will be redacted from the published contract:

- Bidders responses to any initial Statements of Work (specifications and costs);
- Call-Off Schedule 4 (Call-Off Tender)
- Call-Off Schedule 5A Annex 1 (Call-Off Contract Prices)
- Call-Off Schedule 5A Annex 2 (Specific Technology Uplifts)
- Call-Off Schedule 25 (Ethical Walls Agreement)
- Call-Off Schedule 26 (Form of Licence)

| Is there additional Commercially Sensitive Information in addition to that listed in Joint Schedule 4 (Supplier's Commercially Sensitive Information)? |  |
|--|--|
| NA   |  |

## SOCIAL VALUE COMMITMENT Joint Schedule 5 (Corporate Social Responsibility)

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 Joint Schedule 5 (Corporate Social Responsibility) as detailed below.

| The Supplier agrees to comply with the Social Values in <i>Joint Schedule 5</i>              | $\boxtimes$ |
|--|-------------|
| (Corporate Social Responsibility).   |             |
| The Supplier may but is <u>not required</u> to comply with the Social Values in <i>Joint</i> |             |
| Schedule 5 (Corporate Social Responsibility).  | ı           |

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### **KEY SUBCONTRACTOR(S)**

Joint Schedule 6 (Key Subcontractors).

The Key Subcontractors are as set out in Annex 6 (Key Subcontractors) of this Order Form.

## FINANCIAL DIFFICULTIES

Joint Schedule 7 (Financial Difficulties)

The following definitions supersede the definition of Monitored Company and Annex 1 of Joint Schedule 7 (Financial Difficulties).

| "Monitored Company" | means the Supplier, together with: (where marked as applicable below)  • the Guarantor;   |  |
|---------------------|---|--|
|                     | any Key Subcontractor.  |  |
| "Rating Agencies"   | Experian. The Buyer uses Experian as part of its assessment financial standing of the Supplier. In the event Experian credit report highlights concerns regal Supplier, the Buyer will use to do comprehensive and qualitative assessment of the standing of the Supplier and for the purposes Schedule 7 (Financial Difficulties). | that the rding the lo a more financial |

With regard to section 4 (What happens if there is a financial distress event) clause 4.2 shall, unless explicitly checked otherwise below, apply:

| There are, or are likely to be, Key Subcontractors, etc. and clause 4.2 | $\boxtimes$ |
|---|-------------|
| regarding CCS rights and remedies shall apply                           |             |

The following Credit Rating Thresholds replace Part 1: Current Rating within Annex 2 of Joint Schedule 7 (Financial Difficulties)

| Entity              | Credit rating (long term) |
|---------------------|---------------------------|
| Supplier            |                           |
| Guarantor           | N/a                       |
| Key Subcontractor/s |                           |

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#### **GUARANTEE**

Joint Schedule 8 (Guarantee)

Where the financial evaluation has indicated the need for a Deed of Guarantee, A Deed of Guarantee shall be agreed in accordance with the template at Joint Schedule 8 (Guarantee).

## PROCESSING PERSONAL DATA Joint Schedule 11 (Processing Data)

Annex 5 (Processing Personal Data) of this Order Form shall be read in place of Annex 1 of Joint Schedule 11 (Processing Data). Joint Schedule 11 continues to apply in its entirety

## **GRANT OF THIRD PARTY RIGHTS TO CONTROLLERS**

Joint Schedule 11 (Processing Data)

| The named third-party public-sector Controllers detailed in Annex 5            | $\boxtimes$ |
|--|-------------|
| (Processing Personal Data) of this Order Form will not be granted CRTPA        |             |
| rights in relation to the Supplier's compliance with the Data Protection       |             |
| Legislation.   |             |
| The named third-party public-sector Controllers detailed in Annex 5            |             |
| (Processing Personal Data) of this Order Form will be granted CRTPA rights     |             |
| in relation to the Supplier's compliance with the Data Protection Legislation. |             |

## MAINTENANCE OF DATA PROTECTION RECORDS

Joint Schedule 11 (Processing Data)

| Obligation  | Obligation Applies* |
|---|---------------------|
| The Processor shall maintain complete and accurate records and  | $\boxtimes$         |
| information to demonstrate its compliance with Joint Schedule 11  |                     |
| (Processing Data) and Annex 5 (Processing Personal Data) of this Order  |                     |
| Form.   |                     |
| The Processor is not required to maintain complete and accurate   |                     |
| records and information to demonstrate its compliance with Joint  |                     |
| Schedule 11 (Processing Data) and Annex 5 (Processing Personal Data)  |                     |
| of this Order Form.   |                     |
| * this obligation can only be changed to 'No' (i) where the Processor employs less than 250 staff, and (ii) the Controller(s) unde Contract all agree the obligation can be disapplied in accordance with the criteria in paragraph 9 of Joint Schedule 11. |                     |

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## THE FOLLOWING CALL-OFF SCHEDULES ARE UPDATED IN ACCORDANCE WITH THE OPTIONS IDENTIFIED AND SELECTED BELOW.

## TRANSPARENCY REPORTS

Call-Off Schedule 1 (Transparency Reports)

The following transparency reports shall apply to the Call-Off Contract.

| Title  | Content  | Format              | Frequency                              |
|--|--|---------------------|--|
| Performance<br>metrics                         | Summary of Service Level for each month during the preceding Quarter, including:  • Service Level Performance Measure; • Service Level Threshold Whether any Service Credits were owed | MS Word<br>or Excel | Quarterly, when requested by the Buyer |
| Call-Off Contract<br>Charges                   | Summary Charges under the Call-Off Contract for the preceding quarter  | MS Word<br>or Excel | Quarterly, when requested by the Buyer |
| Key Subcontractors and supply chain governance | Key Sub-Contractors utilised in the contract, including proportion of Call Off Contract Charges spent with subcontractors  | MS Word<br>or Excel | Quarterly, when requested by the Buyer |
| Technical                                      | Not Used   |                     |  |
| Performance and underperformance management    | Breakdown of resources used in delivery of the Services over previous quarter, including:  Roles Grade  Days utilised  | MS Word<br>or Excel | Quarterly, when requested by the Buyer |
| Resource plans                                 | Not Used   |                     |  |

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## STAFF TRANSFER Call-Off Schedule 2 (Staff Transfer)

The Parties expectations as to the application of TUPE as at the agreement of this Health Order Form is set out below. In the unlikely event that TUPE does apply contrary to the expectation of the Parties, then Call-Off Schedule 2 (Staff Transfer) shall be deemed to apply notwithstanding the expectation of the parties set out below. In such an event, the Parties agree to co-operate with each other, applying the terms of Call-Off Schedule 2 (Staff Transfer), to plan and execute TUPE arrangements.

| Parties joint understanding as to                           |              |   |
|---|--------------|---|
| the application of TUPE                                     | Applies?     | Interpretation                                  |
| There is a Staff Transfer from                              |              | If Yes, Part A of Call-Off Schedule 2 shall     |
| Buyer on entry (1st generation)                             | ,            | apply.  |
| There is a Staff Transfer from                              |              | If Yes, Part B of Call-Off Schedule 2 shall     |
| former / incumbent supplier on                              | 1            | apply.  |
| entry (2 <sup>nd</sup> generation)                          |              |   |
| There is both a 1 <sup>st</sup> and 2 <sup>nd</sup>         |              | If Yes, both Part A and Part B of Call-Off      |
| generation Staff Transfer on                                | 1            | Schedule 2 shall apply.                         |
| entry.  |              |   |
| <u>Pensions</u> - The following                             |              | D1 (CSPS)                                       |
| pensions shall apply to the Staff                           |              | D2 (NHSPS)                                      |
| Transfer:   |              | D3 (LGPS)                                       |
|   |              | D4 Other Schemes (specify which ones)           |
|   |              | Not Applicable                                  |
| There is no Staff Transfer (either                          | $\boxtimes$  | Part C of Call-Off Schedule 2 shall apply.      |
| 1 <sup>st</sup> or 2 <sup>nd</sup> generation) at the Start | l l          |   |
| Date.   |              |   |
| Part E of Call-Off Schedule 2 (Deal                         | ing with Sta | ff Transfer on exit) shall apply to every Call- |
| Off Contract.   | -            |   |

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#### **OFFSHORE WORKING**

### Call-Off Schedule 5A – Health Pricing Details and Expenses Policy

Non-UK Suppliers or Subcontractors are acceptable. 

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Where non-UK Suppliers or Subcontractors are used, the applicable rate card(s) shall be appended to Call-Off Schedule 5A (Health Pricing Details and Expenses Policy) and Services provided by such Supplier Staff or Subcontractors shall be charged at rates no greater than those set out in the applicable rate card.

Non-UK Suppliers and Subcontractor rates are not permitted to be incorporated as part of a Call-Off Competition offer. Rates at time of competition must be based on supplying from the UK to the UK at and will be evaluated accordingly. As per the original Framework competition, Non-UK Suppliers are a value-added option which the Buyer may agree to take advantage of post contract award.

Where non-UK Subcontractors are used, the Supplier shall ensure it outlines its approach for offshore delivery in accordance with Joint Schedule 11 (Processing Data) and Call-Off Schedule 9A (Security).

#### **KEY STAFF**

Call-Off Schedule 7 (Key Supplier Staff)

The key staff applicable for each Statement of Work shall be detailed in the relevant agreed Statement of Work.

## BUSINESS CONTINUITY AND DISASTER RECOVERY Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

The minimum frequency of review of the BCDR Plan (and subsequent submission of the "Review Report" to the Buyer, as laid out under clause 6. (Reviewing and changing the BCDR Plan) shall be amended as follows:

| The minimum frequency of review of the BCDR Plan by the Supplier shall be: | 6        |
|--|----------|
|  | calendar |
|  | Months   |

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## BUYER'S SECURITY REQUIREMENTS Call-Off Schedule 9A (Health Security)

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant security requirements set out in Call-Off Schedule 9A (Health Security) and any additional security requirements as detailed below.

| Schedule 9A - Annex 2: Data Security by Design  | $\boxtimes$ |
|---|-------------|
| Schedule 9A - Annex 3: Supplier's systems: Security Testing, Security Monitoring and Reporting Procedures |             |
| Schedule 9A - Annex 4: Information Security Management Document Set Template                              |             |
| Additional Security requirements will apply to this Call-Off Contract.                                    |             |
| Document provided in <b>Schedule 9A - Annex 2</b> : Data Security by Design Buyer's Security Requirements |             |

# EXIT Call-Off Schedule 10A (Health Exit Management)

| The Supplier is required to provide a draft Exit Plan.  |   |  |
|---|---|--|
| Within the specified months of the Start Date the Supplier shall provide the draft Exit Plan. | 2 |  |

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#### **IMPLEMENTATION AND TRANSITION**

## Call-Off Schedule 13A (Health Implementation Plan and Testing):

The following options supplement the Call Off Schedule 13A (Health Implementation Plan and Testing):

## Implementation Plan

| The Parties agree an Implementation Plan is Required:                       |          |
|---|----------|
| The Farties agree an implementation Flat is required.                       | I        |
|   |          |
|   |          |
| The Implementation Plan shall include Delay Payments:                       |          |
| The implementation relational include belay regiments.                      | l I      |
|   |          |
|   |          |
| Number of working days from the Call-Off Contract Start Date within which a | 7        |
|   | <b>'</b> |
| further draft of the Implementation Plan shall be provided by the Supplier  | working  |
|   | Working  |
| (unless agreed otherwise in writing by the Buyer)                           | days     |
| (unless agreed otherwise in writing by the buyer)                           | uays     |

#### **Transition Period and Plan**

| The Parties agree a Transition Plan is Required:   | $\boxtimes$    |
|--|----------------|
| The Transition Plan forms part of the overall Implementation Plan.  The Parties agree the Transition Period shall be for the following period: | 3 Month period |

See Call-Off Schedule 13A (Health Implementation Plan and Testing) paragraph 8.2

| The Parties agree that Transition Period Progress meetings are required       | $\boxtimes$ |
|---|-------------|
| The frequency of the Transition Period progress meetings shall be as follows: | Monthly     |

# SERVICE LEVELS Call-Off Schedule 14 (Service Levels)

| The parties agree that Services Levels apply to the Deliverables: |  |
|---|--|
| The Service Credits apply to the Deliverables:                    |  |
| Critical Service Level Failure" means:                            |  |
| N/a   |  |
| Service Credit Cap means:   |  |
| N/a   |  |

See paragraph 3.1 of Part A of Call- Off Schedule 13A (Health Implementation Plan and Testing) for further information.

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#### **BALANCED SCORECARD**

## Call-Off Schedule 15A (Health Supplier and Contract Management)

| The Parties agree that a balanced scorecard shall apply to the Call-Off Contract   |             |
|--|-------------|
| The Supplier shall provide a template balanced scorecard that meets the principles outlined in Procurement Policy Note 09/16: Procurement for Growth Balanced Scorecard (as updated), this number of months from the Call-Off Contract Start Date, for the Buyers review and approval. | 6<br>Months |

## For and on behalf of the Supplier:

Supplier signatory name:

Supplier signatory email:

## **Supplier Signature:**



#### For and on behalf of the Buyer:

Buyer signatory name:

Buyer signatory email:

## **Buyer Signature:**



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## **Appendix 1**

Please refer to SOW folder.

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