

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to, and the Services that the Supplier will be required to perform for, the Buyer under this Call-Off Contract.

1. Licenses

A. Microsoft Products and Services

A1. From the Start Date, the Supplier shall provide the Buyer with the following Microsoft Products and Services, at the prices set out in Call-Off Schedule 5 (Pricing Details). The Buyer shall notify the Supplier of the required volumes of each of the Microsoft Products and Services using the License Order Form.



Microsoft Products
and Services - COS2I

A2. The Supplier shall provide the Buyer with confirmation that the Microsoft Products and Services have been ordered, as soon as practicable and in any event, within one week of a purchase order being issued. Where such confirmations are not issued, the Supplier shall ensure that Microsoft update the Buyer's entitlements on the Microsoft volume licensing system to reflect the purchases made pursuant to this Call-Off Contract.

A3. Where confirmations are delivered electronically, the Supplier shall send them to the email address designated by the Buyer and notified to the Supplier from time to time.

B. Alternative Licences provided by the Technology Vendors

B1. Pursuant to clause 3.3.8 of the Core Terms, during the Call-Off Contract Period, the Buyer may purchase any of the following products and services from the Supplier, at (a maximum of) the prices set out in Call-Off Schedule 5 (Pricing Details):



Alternative Licences
COS20(126769109.1

B2. As applicable, the Supplier shall provide the Buyer with confirmation that the Licences (other than Microsoft Products and Services) have been ordered within one week of a purchase order being issued.

B3. Where confirmations are delivered electronically, the Supplier shall send them to the email address designated by the Buyer and notified to the Supplier from time to time.

C. Requirements and Standards

C1. The Supplier shall work with the Buyer to ensure that the systems it uses to provide the operational services comply with and meet the needs of the Buyer in relation to cyber security and data protection throughout the Call-Off Contract Period, as set out in this Call-Off Contract (including the Order Form and Joint Schedule 11 (Processing Data)), and as otherwise notified by the Buyer to the Supplier from time to time.

C2. Notwithstanding the provisions set out in paragraph C1 above, the Supplier shall ensure that it, its Subcontractors and the Technology Vendors:

- (i) have either attained or are working towards ISO27001 and/ or Cyber Essentials Plus; and
- (ii) have adopted the NCSC 14 Cloud Security Principles.

D. Service Quality Improvement

D1. In addition to the provisions set out in Call-Off Schedule 15 (Call-Off Contract Management), the Supplier shall:

- (i) run monthly licensing update sessions with the Buyer, to include but not be limited to:
 - a) notifying the Buyer of newly announced collaboration products and associated licensing within one month of the software publisher's announcement;
 - b) notifying the Buyer of new products/services in private preview, timescales for general availability launch and associated licensing within one month of the software publisher's announcement;

The Buyer may, at its option, invite other service providers to attend any of the monthly license updates sessions, subject always to those service providers not being direct competitors to the Supplier in relation to the resale of collaboration licences. For the avoidance of doubt, direct competitors shall not include the NHSMail Service Integrator or other related system integrators.

- (ii) provide licensing support, including via the Supplier's NHS licensing help desk which is contactable by phone or a dedicated email address (nhsea@bytes.co.uk), for inbound queries from Participating Organisations pertaining to the National Agreement including, but not limited to, general collaboration licensing, licence keys, licensing management/onboarding within the NHSmail portal;

- (iii) notify the Buyer of licensing changes relating to existing live services within NHSmail and the Microsoft Defender for Endpoint (“MDE”) service within one month of the Technology Vendor’s announcement;
- (iv) provide resources with suitable expertise to the Buyer’s Technical Design Authority and MDE service teams to assure technical enablement plans within NHSmail and the MDE service;
- (v) provide a technically experienced licensing point of contact for the Buyer’s Technical Design Authority and MDE service team for ad-hoc queries;
- (vi) create and maintain a licensing baseline for NHSmail and MDE services detailing licencing allocated and used under the National Agreement, with details to be shared by the Supplier with the NHSmail programme team;
- (vii) provide a licensing point of contact for the NHSmail Service Integrator for operational escalations into the collaboration licensing partner UK team and their European operations centre. This resource shall attend the Contract Management Board meetings; and
- (viii) provide a dedicated communications resource for the National Agreement. The role of this resource shall include running and/or attending webinars to support the launch of the National Agreement. Subject to the Buyer’s prior written approval, the Supplier shall hold in-person and virtual events with Participating Organisations to promote the National Agreement. Within these events the Supplier shall offer dedicated sessions to focus on:
 - a) the cyber security benefits that Microsoft Product and Services and other Technology Vendor products and services can bring. Wherever possible, and subject to the Buyer’s prior written approval, the Supplier may include representatives from the Technology Vendors in these events as well as its own security experts; and
 - b) the environmental benefits that Microsoft Products and Services and other Technology Vendor products and services can bring, to assist the Buyer and individual Participating Organisations to lower their own individual emissions and bring additional environmental benefits.

2. Value Added Services

A. Innovation Engagement

A1. The Supplier shall provide subject matter expert (“**SME**”) resources when requested by the Buyer throughout the duration of the Call-Off Contract Period and shall assist the Buyer in reviewing and determining alternative product capabilities. This assistance shall include the Supplier supporting the NHSmail service to identify and determine priorities for evaluating alternative technologies to understand capabilities/constraints and levels of interoperability.

A2. The Supplier shall provide monthly market intelligence reports to the Buyer on product roadmaps/developments and emerging technologies and shall attend monthly meetings (as detailed in paragraph 1(D1)(i) above) to present the report. The monthly meeting will be approximately one hour in duration and the report shall be between 2 to 5 sides of A4 depending on market movements/activity. The market intelligence reports shall include, but not be limited to:

- (i) the outputs of any ‘Innovation for the NHS’ engagement sessions with potential additional Technology Vendors;
- (ii) where applicable, case studies of where the proposed alternative technologies have been successfully implemented into NHS organisations and details of what beneficial outcomes have been realised and evidence of the same;
- (iii) identification of any key market trends, challenges or innovative success with the Supplier’s other NHS and health and social care customers.

A3. Where the Buyer wishes to test and/ or use the alternative technologies detailed in the Supplier’s monthly market intelligence report, the Supplier shall make the technologies available to the Buyer to call-off as part of the Supplier’s Licences offering, in accordance with clause 3.3.9 of the Core Terms.

A4. The Supplier may, subject to the Buyer’s written approval, communicate with potential additional Technology Vendors in relation to the innovation opportunities, as described in Question 2.2.1 – Innovation, Engagement with Suppliers in Call-Off Schedule 4 (Call-Off Tender) of this Call-Off Contract.

B. Non-Chargeable Value Added Services

B1. At the Buyer’s written request, the Supplier shall provide the following Value Added Services at no cost to the Buyer:

- (i) The facilitation and delivery of workshops between the Buyer and appropriate members of the Supplier’s personnel with applicable technology specialisms;
- (ii) Where innovative solutions have been identified that are of further interest to the Buyer, the Supplier shall facilitate dedicated sessions and workshops between the Buyer and the potential additional Technology Vendor for further exploration. If the solution is deemed

by the Buyer as being appropriate for deployment then the Supplier shall provide all assistance as reasonably requested by the Buyer for support with promotional activity to Participating Organisations including webinars, online and in-person events and other marketing activities;

- (iii) In relation to Microsoft, the Supplier is a partner for End Customer Investment Fund (ECIF), FastTrack and Azure Migration & Modernisation Programme (AMMP). This means that the Supplier has access to funding directly from Microsoft for use by individual Participating Organisations. Where applicable, the Supplier shall provide access to this funding to enable the Buyer and/ or Participating Organisations to receive training to enhance their skills, and support installation of Microsoft cloud products such as M365 and datacentre migrations to Azure;
- (iv) The delivery of workshops to aid the Buyer and Participating Organisations make best use of the Licences. These workshops will explain the full functionality of the Licences and provide actionable recommendations and advice on implementing valuable functionality;
- (v) Provision of the Supplier's Quantum 365 tool to monitor usage of M365 to determine if the Buyer could be offered a different level of license that is less expensive. This non-chargeable Value Added Service may only be used to perform a point in time health-check, with a further chargeable version available as set out in paragraph 2C below;
- (vi) Provision of consultative workshops to help the Buyer and Participating Organisations evaluate innovative solutions and how these may be applicable to their environment. If requested by the Buyer, the Supplier can work with the applicable Technology Vendors to apply for funding on behalf of the Buyer and/ or Participating Organisation to assist with the trial and implementation of their products;
- (vii) Provision of security workshops, including workshops based on the Microsoft Products and Services. These workshops will assist and encourage the Buyer and Participating Organisations to make the most of the Licenses, to fully secure their infrastructure and data; and
- (viii) Identification and promotion of Microsoft and other Technology Vendor free of charge resources and training to help the Buyer and Participating Organisations achieve their sustainability goals.

C. Chargeable Value Added Services

C1. At the Buyer's written request, the Supplier shall provide the following Value Added Services to the Buyer in accordance with Parts C and D of Call-Off Schedule 5 (*Pricing*):

- (i) Provision of the Supplier's Quantum 365 tool to monitor and analyse, over a period of time, usage of M365 to determine if the Buyer could be offered a different level of license that is less expensive;

- (ii) Specific in-depth consultancy on innovative solutions to determine a strategy for their use and implementation;
- (iii) Projects to determine how groups of users would make use of a new innovative solution, together with how migrating to that solution would affect their day-to-day work and performance;
- (iv) Provision of licenses, free of charge where available with the Technology Vendor for longer term test, proof of concept and pilot projects;
- (v) Implementation and support services to enable proof of concept or pilot projects. This could also include the provision of extra personnel resources that may be needed to enable these;
- (vi) Integration services to help ensure the new solution works seamlessly with other solutions already in place;
- (vii) Supporting change management activities, including building awareness of new solutions and providing support through transition periods;
- (viii) Training and education of individuals in the NHS so they gain practical skills in the implementation and management of new solutions. This could also extend to end users to ensure they understand how to use the new products.

3. Reporting Requirements

- A. The Supplier shall provide the Buyer with monthly consolidated reports, setting out a breakdown of the types and volumes of Licences purchased and invoiced in the preceding month and a collective total during the term of the Call-Off Contract to date ("**Licenses Report**"). The Licences Report shall be shared with the Buyer by the end of each month, ahead of the Contract Management Board (as detailed in Call-Off Schedule 15 (*Call-Off Contract Management*)).
- B. The Supplier shall engage with the applicable Technology Vendors and the NHSmail team to establish monthly performance of the service availability for the Licences and report and track any entitlement for service credits. Where service credits are identified as having been accrued, the Supplier shall support the Buyer in submitting timely service credit requests to the applicable Technology Vendors using any relevant online portal cited with the Licences purchased.
- C. The Supplier shall support the Buyer with annual true-up ordering and reconciliation, including in relation to any user variance reports received by the Buyer from Microsoft, or any other Technology Vendor.
- D. The Supplier shall provide the Buyer with monthly reports for the innovation activities as outlined in paragraph 2(A) above.
- E. The Supplier shall provide the Buyer with monthly progress reports for the Value-Added Services as outlined in paragraphs 2(B) and 2(C) above.

- F. The Supplier shall provide reporting and materials as per the requirements set out in Call-Off Contract Schedule 15 (*Call-Off Contract Management*).
- G. During the week commencing 4th December 2023, the Supplier shall provide the Buyer's Authorised Representative and the Buyer's Contract Manager with a written reminder that the 'Reservation Cancellation Notification' (as defined in the National Agreement) must be provided to the Microsoft account team between 60 and 30 calendar days prior to 1 April 2024.

4. Licence Order Form



Template Licence
Order Form - v3.1



New Licence

Tracker (for Licence Order Form)

5. Requirements

Further details of the requirements that the Supplier is required to comply with are detailed in the following document:



2. Requirement
Document.docx