

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

CALL-OFF REFERENCE: [REDACTED]

THE BUYER: NATIONAL INSTITUTE FOR HEALTH & CARE
EXCELLENCE (NICE)

BUYER ADDRESS LEVEL 1A CITY TOWER, PICCADILLY PLAZA,
MANCHESTER, M1 4BD

THE SUPPLIER: PHOENIX SOFTWARE LTD

SUPPLIER ADDRESS: BYTES HOUSE, RANDALLS WAY,
LEATHERHEAD, KT22 7TW

REGISTRATION NUMBER: [REDACTED]

DUNS NUMBER: [REDACTED]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 23rd April 2021.

It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

CALL-OFF LOT(S):

- Lot 3 Software & Associated Services

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6068
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6068
 - Joint Schedule 2 (Variation Form)

- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 20 (Call-Off Specification)

4. CCS Core Terms (version 3.0.6)

5. Joint Schedule 5 (Corporate Social Responsibility) RM6068

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

- 10.2 The Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 1 Months' written notice before the Contract expires.
- 10.3.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason or liability by giving the Supplier not less than 30 days' written notice and if it's terminated Clause 10.5.2 to 10.5.7 applies.
- Joint Schedule 11(Processing Data) – 6(e): receives a request from any third Party, or legal representative of a third party, for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

CALL-OFF START DATE:	23rd April 2021
CALL-OFF EXPIRY DATE:	23rd April 2022
CALL-OFF INITIAL PERIOD:	12 months
CALL-OFF OPTIONAL EXTENSION PERIOD	Not applicable

CALL-OFF DELIVERABLES

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

LOCATION FOR DELIVERY

Not applicable

DATES FOR DELIVERY OF THE DELIVERABLES

Not applicable

TESTING OF DELIVERABLES

Not applicable

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 90 days.

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £34,593.54 excluding VAT.

CALL-OFF CHARGES

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

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payment is to be upon delivery of software licences.

Payment will be via BACS upon receipt of a valid, undisputed invoice.

BUYER'S INVOICE ADDRESS:

Invoices should be addressed to:

NATIONAL INSTITUTE FOR HEALTH & CARE EXCELLENCE (NICE)

The buyer's billing address is:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
United Kingdom

INVOICING METHOD

The invoice must make reference to the Call-Off Reference number.

All invoices must include:

- An invoice number;
- The Call-Off Reference number;
- The billing address: [REDACTED]
[REDACTED] United Kingdom;
- A claim for Value Added Tax (VAT) (if applicable) at the prevailing rate as applicable, the invoice must give the requisite details of the taxable supply.

Invoices sent to NICE shall be accurate and correct in all respects. NICE reserves the right to return incorrect or inaccurate invoices to the supplier for rectification and reissuance.

NICE reserves the unconditional right to withhold payment of the invoice until the services are successfully concluded to the satisfaction of NICE, and NICE receives a copy of any relevant work created as a result of the services in a form acceptable to NICE.

No expenses should be incurred.

To submit and monitor invoice progress, the supplier must register an account with NHS Shared Business Services using [REDACTED]
[REDACTED]

Or

Paper invoices sent to:

NICE

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

United Kingdom

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
Associate Director, Infrastructure & Operations

BUYER'S ENVIRONMENTAL POLICY

Details of NICE's sustainability agenda can be found at:
<https://www.nice.org.uk/about/who-we-are/sustainability>

BUYER'S SECURITY POLICY

Not applicable.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
Sector Sales Manager

SUPPLIER'S CONTRACT MANAGER

[REDACTED]
Contracts Manager

PROGRESS REPORT FREQUENCY

Not required.

PROGRESS MEETING FREQUENCY

Not required.

KEY STAFF

BUYER'S KEY STAFF

[REDACTED]
Associate Director, Infrastructure & Operations

SUPPLIER'S KEY STAFF

[REDACTED]
Major Account Manager

KEY SUBCONTRACTOR(S)
N/A



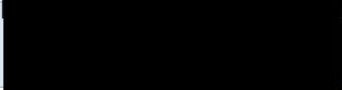

COMMERCIALLY SENSITIVE INFORMATION
Pricing breakdown is commercially sensitive.

SERVICE CREDITS
Not applicable

ADDITIONAL INSURANCES
Not applicable.

GUARANTEE
Not applicable

SOCIAL VALUE COMMITMENT
Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Sales Manager	Role:	Associate Director, Infrastructure & Operations
Date:	20 Apr 2021	Date:	20 Apr 2021

For and on behalf of the Buyer:

Signature:	
Name:	
Role:	Programme Director, Strategy & Governance
Date:	20 Apr 2021



Issuer National Institute for Health and Care Excellence

Document generated Tue, 20th Apr 2021 16:06:31 BST

Document fingerprint [REDACTED]

Parties involved with this document

Document processed	Party + Fingerprint
Tue, 20th Apr 2021 16:57:24 BST	[REDACTED] - Signer ([REDACTED])
Tue, 20th Apr 2021 17:37:17 BST	[REDACTED] - Signer ([REDACTED])
Tue, 20th Apr 2021 17:37:17 BST	[REDACTED] - Copied In ([REDACTED])

Audit history log

Date	Action
Tue, 20th Apr 2021 17:37:17 BST	The envelope has been signed by all parties. ([REDACTED])
Tue, 20th Apr 2021 17:37:17 BST	Sent a copy of the envelope to [REDACTED] [REDACTED]
Tue, 20th Apr 2021 17:37:17 BST	[REDACTED] signed the envelope. ([REDACTED])
Tue, 20th Apr 2021 17:22:46 BST	[REDACTED] viewed the envelope. ([REDACTED])
Tue, 20th Apr 2021 16:57:25 BST	Document emailed to [REDACTED]
Tue, 20th Apr 2021 16:57:24 BST	Sent the envelope to [REDACTED] for signing. [REDACTED]
Tue, 20th Apr 2021 16:57:24 BST	[REDACTED] signed the envelope. ([REDACTED])
Tue, 20th Apr 2021 16:53:22 BST	[REDACTED] viewed the envelope. ([REDACTED])
Tue, 20th Apr 2021 16:39:54 BST	[REDACTED] the envelope. ([REDACTED])
Tue, 20th Apr 2021 16:08:23 BST	Document emailed to [REDACTED]
Tue, 20th Apr 2021 16:08:23 BST	Sent the envelope to [REDACTED] for signing. ([REDACTED])
Tue, 20th Apr 2021 16:07:21 BST	[REDACTED] has been assigned to this envelope [REDACTED]
Tue, 20th Apr 2021 16:07:21 BST	[REDACTED] has been assigned to this envelope [REDACTED]
Tue, 20th Apr 2021 16:07:21 BST	[REDACTED] has been assigned to this envelope ([REDACTED])
Tue, 20th Apr 2021 16:06:48 BST	Document generated with fingerprint [REDACTED]

