

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

Order Form

CALL-OFF REFERENCE: W40552

THE BUYER: Health and Social Care Information Centre (known as NHS Digital)

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

THE SUPPLIER: Probrand Limited

SUPPLIER ADDRESS: Northern Assurance Buildings Albert Square, 9-21 Princess Street, Manchester, M2 4DN

REGISTRATION NUMBER: 2653446

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SID4GOV ID: 208848

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 12th January 2023

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 1 Hardware & 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 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for W40552
 - Call-Off Schedule 5 (Pricing Details)
 - 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
6. Call-Off Schedule 4 (Call-Off Tender)

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

CALL-OFF SPECIAL TERMS

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

Special Term 1: **Cyber Security Requirements**

The following wording shall be included as a new Clause 3.4 of the Core Terms of the Call-Off Contract:

The Supplier warrants and represents that it has complied with and throughout the Contract Period will continue to comply with the Cyber Security Requirements. The “**Cyber Security Requirements**” means:

- a) compliance with the data security and protection toolkit (DSP Toolkit), an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian’s 10 data security standards and supports key requirements of the GDPR, which can be accessed from <https://www.dsptoolkit.nhs.uk/>, as may be amended or replaced by the Buyer or the Department of Health and Social Care from time to time;
- b) such requirements as are identified by the Buyer in its Security Policy (if applicable); and
- c) any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from time to time. In the event of new cyber security requirements being identified that are to be factored into the Call-Off Contract, these agreed with the Supplier through a Variation Note;

Special Term 2: **Supplier Staff**

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The following wording shall be included as a new Clause 7.6 of the Core Terms of the Call-Off Contract:

- 7.6 Notwithstanding that Call-Off Schedule 9 (Security) has not been incorporated into this Order Form under the section headed "CALL-OFF INCORPORATED TERMS", paragraph 3.4.3 of Part B of Call-Off Schedule 9 (Security) shall apply to this Order Form in any event.

Special Term 3: **Intellectual Property Rights (IPRs)**

Clause 9.1 of the Core Terms of the Call-Off Contract – Delete this Clause and replace with:

- 9.1. Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it to:
- receive and use the Deliverables
 - make use of the deliverables provided by a Replacement Supplier
 - develop and provide products and services to third parties

Special Term 4: **Execution and Counterparts**

The following wording shall be included as new Clause 36 of the Core Terms of the Call-Off Contract:

36 Execution and Counterparts

36.1 This Call-Off Contract may be executed in any number of counterparts (including by electronic transmission), each of which when executed shall constitute an original but all counterparts together shall constitute one and the same instrument.

36.2 Execution of this Call-Off Contract may be carried out in accordance with the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 (SI 2016/696) and the Electronic Communications Act 2000. In the event each Party agrees to sign this Call-Off Contract by electronic signature (whatever form the electronic signature takes) it is confirmed that this method of signature is as conclusive of each Party's intention to be bound by this Call-Off Contract as if signed by each Party's manuscript signature. In such situation, this Call-Off Contract shall be formed on the date on which both Parties have electronically signed the Call-Off Contract as recorded in the Buyer's electronic contract management system.

CALL-OFF START DATE:

16th January 2023

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CALL-OFF EXPIRY DATE: **15th January 2025**

CALL-OFF INITIAL PERIOD: **24 Months**

CALL-OFF OPTIONAL EXTENSION PERIOD **12 Months**

CALL-OFF DELIVERABLES

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

LOCATION FOR DELIVERY

Any of NHS Digital's Office and Data Centre locations. Current sites are listed below:

- Ark Data Centres, Spring Park, Westwells Road, Corsham, Wiltshire, SN13 9GB
- Ark Data Centres, Cody Park, Farnborough, Hampshire, GU14 0LH
- Redcentric, Central House, Beckwith Knowle, Harrogate, HG3 1UG
- Redcentric, Commensus House, 3 - 5 Worton Drive, Reading, RG2 0TG
- Hexagon House, Pynes Hill, Rydon Lane, Exeter, EX2 5SE
- Hembury House, Pynes Hill, Rydon Lane, Exeter, EX2 5SE
- 7-8 Wellington Place, Leeds, West Yorkshire, LS1 4AP
- 10 South Colonnade, Canary Wharf, London, E14 4PU
- Smedley Hydro, Trafalgar Road, Southport, PR8 2HH

DATES FOR DELIVERY OF THE DELIVERABLES

Subject to availability and manufacturer lead times for CTO purchases.

Where goods are available from stock, delivery SLAs to apply. Refer to the SLAs detailed within Call-Off Schedule 5 (Pricing).

TESTING OF DELIVERABLES

None

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 90 days, unless otherwise stated by the manufacturer.

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 £2,000,000.00 (excluding VAT).

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details) for line-item costs under the catalogue.

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Expenditure under this Call-Off Contract shall not exceed [REDACTED] (excluding VAT) over the Initial Period. In the event that the Call-Off Contract is extended for a further year, this spend cap will be uplifted to £6,000,000.00 (excluding VAT) for the full term.

Any purchases carried out under this Call-Off Contract will be subject to the Buyer's internal governance processes prior to a Purchase Order being issued.

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 to be made via BACS following the receipt of a correct and undisputed invoice. Refer to "Buyer's Invoice Address" for instructions regarding invoicing.

BUYER'S INVOICE ADDRESS:

Any queries regarding outstanding payments should be directed to NHS Digital's Accounts Payable section by email at financialaccounts@nhs.net

Invoices should clearly quote the Purchase Order number, be addressed to NHS Digital, T56 Payables A125, Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE and be sent as a PDF attachment by email to the following email address; sbs.apinvoicing@nhs.net (one invoice per PDF) and emails must not exceed 10Mb and quote, 'T56 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.

BUYER'S AUTHORISED REPRESENTATIVE

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

SUPPLIER'S AUTHORISED REPRESENTATIVE

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

SUPPLIER'S CONTRACT MANAGER

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

PROGRESS REPORT FREQUENCY

Not Applicable

PROGRESS MEETING FREQUENCY

Not Applicable

KEY STAFF

None

KEY SUBCONTRACTOR(S)

[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION

Not Applicable

SERVICE CREDITS

Not Applicable

ADDITIONAL INSURANCES

Not Applicable

GUARANTEE

Not Applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

BUYER CORE GOODS AND/OR SERVICES REQUIREMENTS

Goods and/or Services

- 1 The following requirements shall take priority above all terms, conditions and specifications set out in this Call-Off Contract (including without limitation any embedded documents and terms), and the Supplier shall ensure that the software licences meet and conform with the following requirements:
 - 1.1 The Buyer shall be entitled, free of charge, to sub licence the software to any contractor and/or sub-contractor of the Buyer who is working towards and/or is providing services to the Buyer.
 - 1.2 The Buyer's role as national information and technology partner to the NHS and social care bodies involves the Buyer buying services for or on behalf of the NHS and social care entities. Nothing in the licences for any of the software shall have the effect of restricting the Buyer from discharging its role as the national information and technology partner for the health and care system, which includes the ability of the Buyer to offer software and services to the NHS and













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social care entities. Specifically, any software licensing clause prohibiting 'white labelling', 'provision of outsourcing services' or similar, shall not be interpreted as prohibiting the Buyer's services.

- 1.3 The Buyer shall be entitled to deploy the software at any location from which the Buyer and/or any contractor and/or sub-contractor of the Buyer is undertaking services pursuant to which the software is being licenced.
- 1.4 Any software licenced to the Buyer on a named-user basis shall permit the transfer from one user to another user, free of charge provided that the Supplier is notified of the same (including without limitation to a named user who is a contractor and/or Subcontractor of the Buyer).
- 1.5 The Supplier shall ensure that the Buyer shall be entitled to assign or novate all or any of the software licences free of charge to any other central government entity, by giving the licensor prior written notice.
- 1.6 The Supplier shall notify the Buyer in advance if any software or service permits the Supplier or any third-party remote access to the software or systems of the Buyer.
- 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 Buyer.

Applicable Joint and Call-Off Schedules

Document Title	Embedded Document
CCS Core Terms	 Core Terms 3.0.6.docx.pdf
Joint Schedule 1 (Definitions and Interpretation)	 Joint Schedule 1 - Definitions v1.0.pdf
Joint Schedule 2 (Variation Form)	 Joint Schedule 2 - Variation Form v1.pdf
Joint Schedule 3 (Insurance Requirements)	 Joint Schedule 3 - Insurance Requiremer
Joint Schedule 4 (Commercially Sensitive Information)	 Joint Schedule 4 - Commercially Sensitiv
Joint Schedule 6 (Key Subcontractors)	 Joint Schedule 5 - Corporate Social Resp;
Joint Schedule 10 (Rectification Plan)	 Joint Schedule 10 - Rectification Plan v.1.†
Joint Schedule 11 (Processing Data)	 Joint Schedule 11 (Processing Data) v1.C
Call-Off Schedule 4 (Call-Off Tender)	 Call-Off Schedule 4 - Call-Off Tender v1.0.p
Call-Off Schedule 5 (Pricing Details)	 Call-Off Schedule 5 - Pricing Details v1.0.pc
Call-Off Schedule 16 (Benchmarking)	 Call-Off Schedule 16 - Benchmarking v1.0.†
Call-Off Schedule 20 (Call-Off Specification)	 Call-Off Schedule 20 - Specification v1.0.pd