



RM6221 – DIGITAL CAPABILITY FOR HEALTH  
CALL-OFF CONTRACT FOR

DEMOGRAPHICS - TRANSFORM

BETWEEN

HEALTH AND SOCIAL CARE INFORMATION CENTRE  
(KNOWN AS NHS DIGITAL) “THE BUYER”

AND

NETCOMPANY UK LIMITED “THE SUPPLIER”

CONTRACT REFERENCE: C43824

Call-Off Ref: C30669

# THE ORDER FORM

Framework Ref: RM6221

## Health Order Form

CALL-OFF REFERENCE:	C43824
PURCHASE ORDER:	TBC
THE BUYER:	Health and Social Care Information Centre (known as NHS Digital)
BUYER ADDRESS	7 & 8 Wellington Place, Leeds, LS1 4AP
THE SUPPLIER:	Netcompany UK Limited
SUPPLIER ADDRESS:	Northburgh House, 10 Northburgh Street, London, EC1V 0AT
REGISTRATION NUMBER:	08568559
DUNS NUMBER:	219473693
SID4GOV ID:	N/A

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Deliverables described within it and is dated 13 August 2021.

It is issued under 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).

In the 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 intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables. A completed first Statement of Work shall be appended to this Order Form as Appendix 1.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Health Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

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

Below is the summary of the Call-Off service and further details are in Call-Off Schedule 20 (Call-Off Specification).

<b>Service Provision</b>	<b>Description</b>	<b>Main Service</b>	<b>Extra Services</b>
DevOps Services	support for ongoing live services.	N	N
Digital Definition Services	Either separately or combined GDS Discovery (as extended under Extended Discovery under Paragraph 4.3 below) and /or Alpha phases.	N	Y
Build and Transition 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.	Y	N
End-to-End Development Services	with the ability to combine the full set of GDS agile phases of Discovery through to Live.	N	N
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.	N	N

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

The following documents are incorporated into this Call-Off Contract. Where numbers are missing, those schedules are not in use. 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) RM6221
3. Joint Schedule 11 (Processing Data) RM6221
4. Call-Off Schedule 23 (Health Additional Call-Off Terms)
5. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6221
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 8 (Guarantee) - **Not used**
    - Joint Schedule 10 (Rectification Plan)
  - Call-Off Schedules for RM6221
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 5A (Health Pricing Details and Expenses Policy)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 9A (Health Security)
    - Call-Off Schedule 10A (Health Exit Management)
    - Call-Off Schedule 13A (Health Implementation Plan and Testing)
    - Call-Off Schedule 15A (Health Supplier and Contract Management)
    - Call-Off Schedule 18 (Background Checks) - **Not Used**
    - Call-Off Schedule 20 (Call-Off Specification)
    - Call-Off Schedule 24 (Health Probity)
6. CCS Core Terms (version 3.0.9)
7. Joint Schedule 5 (Corporate Social Responsibility) RM6221
8. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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.

For the avoidance of doubt, any variation of a Joint Schedule detailed above agreed by CCS and the Supplier following the agreement of this Order Form, shall not affect

this Call-Off Contract save where such amendment is incorporated in accordance with the provisions of this Call-Off Contract by the Buyer and the Supplier.

Any Variation to this Call-Off Contract must be agreed in writing by the Buyer and the Supplier. CCS is not entitled to vary a Call-Off Contract without the Buyer's written agreement.

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

Not Applicable to this Call-Off Contract

<b>CALL-OFF START DATE:</b>	1 <sup>st</sup> July 2021
<b>CALL-OFF EXPIRY DATE:</b>	30 <sup>th</sup> June 2023
<b>CALL-OFF INITIAL PERIOD:</b>	2 Years
<b>CALL-OFF OPTIONAL EXTENSION PERIOD:</b>	6 Months
<b>MINIMUM NOTICE PERIOD FOR EXTENSION(S):</b>	3 Months
<b>HANDOVER DATE – SEE CALL OFF SCHEDULE 13A</b>	To be agreed and completed to the satisfaction of the Buyer no later than 31 <sup>st</sup> August 2021.
<b>CALL-OFF CONTRACT VALUE:</b>	£4,500,000 excluding VAT

### **MAXIMUM LIABILITY**

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

## CALL-OFF CHARGES

Capped Time and Materials	Y
Incremental Fixed Price	Y
Fixed Price	Y

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 5 or 6 in Framework Schedule 3 (Framework Prices).

## EXCEPTIONAL REIMBURSABLE EXPENSES

Expenses are not applicable to this Call-Off. Expenses should be built into the Call-Off rates provided within the Pricing Schedule within Call-Off Schedule 5A – Health Pricing Details and Expenses Policy.	
Exceptional reimbursement expenses may be applicable under this call-off contract in circumstances in which the Buyer requires the Supplier to physically attend locations other than the Buyer and Supplier operating 'bases'. This will include planned and ad hoc attendance at the Buyers data centres.  Exceptional Reimbursable Expenses are capped at 0.5 percent of Call-Off Contract value. The supplier needs to ensure this is included within the tender response.	Y

## MATERIAL KPIs

Not Applicable to this Call-Off Contract

## PAYMENT METHOD

In accordance with Paragraph 8 of Call-Off Schedule 15A (Health Supplier and Contract Management).

## BUYER'S INVOICE ADDRESS:

<b>Name</b>	Health and Social Care Information Centre
<b>Email address</b>	<a href="mailto:sbs.invoicing@nhs.net">sbs.invoicing@nhs.net</a>
<b>Address</b>	T56 Payables A125 Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE
<b>Invoicing Information</b>	<p>Any queries regarding outstanding payments should be directed to NHS Digital's Accounts Payable section by email at <a href="mailto:Sbs-w.payables@nhs.net">Sbs-w.payables@nhs.net</a>.</p> <p>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; <a href="mailto:sbs.invoicing@nhs.net">sbs.invoicing@nhs.net</a> (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 below address.</p>

## BUYER'S AUTHORISED REPRESENTATIVE

<b>Name</b>	
<b>Role</b>	
<b>Phone</b>	
<b>Email address</b>	
<b>Address</b>	7 & 8 Wellington Place, Leeds, LS1 4AP

## BUYER'S ENVIRONMENTAL POLICY

The Buyer's Environmental Policy is currently under review and is due to be published as part of the Sustainable Development Management Plan in 2021. This will be shared with the supplier upon publishing.

## BUYER'S SECURITY REQUIREMENTS

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.

Annex 2: Data Security by Design	Y
Annex 3: Supplier's systems: Security Testing, Security Monitoring and Reporting Procedures	Y
Annex 4: Information Security Management Document Set Template	Y

## BUYER'S STANDARDS REQUIREMENTS

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards set out in Annex 3 of Framework Schedule 1 (Specification).

For this Call-Off Contract the Buyer and the Supplier explicitly agree to disapply the following contractual requirements:

1. Clause 14.3 of CCS Core Terms:  
*'14.3 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months.'* Clause to be replaced with *"Where specifically requested by the Buyer and subject to the agreement of a Variation in accordance with Clause 24 (Changing the contract), the Supplier shall make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every 6 Months"*
2. Clause 5 of Call-off Schedule 23 in relation to Escrow.
3. Whilst the Medical Devices compliance requirements set out in Call-Off Schedule 23 do not apply to the known deliverables set out here as at the Call-Off Start Date, future deliverables could be Medical Devices. As such, the parties will explicitly disapply the provisions of Call-Off Schedule 23 until further deliverables are agreed.
4. Annex 4 of Call-Off Schedule 9A
5. Annex 2 of Joint Schedule 11

## BUYER'S MANDATORY POLICIES

The Supplier (whether Supplier employees, contractors and/or subcontractors) shall accept the Buyers mandatory policies as follows as updated from time to time:

- Confidentiality
- Code of Business Conduct
- The Register of Interests Policy
- Acceptable Use of ICT and User Obligations
- Hospitality & the Receipt of Gifts Policy
- NHS Digital Counter Fraud Policy

In the event of a difference between any Buyer policy and Supplier (or their subcontractors) policy, the Supplier accepts that, unless specifically agreed between the parties otherwise, the Buyer policy shall take precedence. The Supplier shall explicitly make the Buyer aware of any specific conflicts.

#### **SUPPLIER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

[REDACTED]

[REDACTED]

Northburgh House  
10 Northburgh Street,  
London, EC1V 0AT

#### **SUPPLIER'S CONTRACT MANAGER**

[REDACTED]

[REDACTED]

[REDACTED]

Northburgh House  
10 Northburgh Street,  
London, EC1V 0AT

#### **KEY STAFF**

As set out in each Statement of Work under this Call-Off Contract.

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

Netcompany Group A/S  
FutureGov Limited

## TRANSITION PERIOD PROGRESS MEETING FREQUENCY

Progress meetings required	N
Frequency of progress meetings	N/A

## OFFSHORE WORKING

Non-UK Suppliers or Subcontractors are required.	N
--	---

Where non-UK 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.

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).

## COMMERCIALLY SENSITIVE INFORMATION

In accordance with Joint Schedule 4 (Commercially Sensitive Information)

## BALANCED SCORECARD

To be agreed between the Parties in accordance with Call-Off Schedule 15A (Health Supplier and Contract Management).

## ADDITIONAL INSURANCES

Not Applicable to this Call-Off Contract

## SOCIAL VALUE COMMITMENT

The Buyer wishes the Supplier to agree with the Social Values in Call-Off Schedule 4 (Call-Off Tender).	Y
---	---

## GRANT OF THIRD-PARTY RIGHTS TO CONTROLLERS

Not Applicable to this Call-Off Contract

## MAINTENANCE OF DATA PROTECTION RECORDS

Obligation	Obligation Applies*
The Processor shall maintain complete and accurate records and information to demonstrate its compliance with Joint Schedule 11	Yes
* this obligation can only be changed to 'No' (i) where the Processor employs less than 250 staff, and (ii) the Controller(s) under the Contract all agree the obligation can be disapplied in accordance with the criteria in paragraph 9 of Joint Schedule 11.	



## IMPLEMENTATION AND TRANSITION

Implementation Plan* is Required	Y
Transition Plan is Required	N
Call-Off Schedule 13A Health Implementation and Testing Plan Document Completed	Y

\* Supplier's implementation plan has been provided within the tender response, please see Call-off Schedule 4.

### Transition Period (Call off Schedule 13A paragraph 8.2):

The Transition Period will be agreed by both Parties in a relevant Statement of Work.

## STAFF TRANSFER

Not Applicable under this Call-Off contract

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

## STATEMENTS OF WORK

During the Call-Off Contract Period, the Buyer 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.

## SIGNATURES

Signed for and on behalf of (the 'Supplier').

[Redacted Signature] .....

Signed for and on behalf of the Health and Social Care Information Centre (known as NHS Digital) (the 'Buyer').

[Redacted Signature] .....

## **ATTACHMENT 1: BUYER'S ENVIRONMENTAL POLICY**

The Buyer's Environmental Policy is currently under review and is due to be published as part of the Sustainable Development Management Plan in 2021. This will be shared with the supplier upon publishing.

## **ATTACHMENT 2: BUYER'S SECURITY REQUIREMENTS**

The following Annexes of Call-Off Schedule 9A (Security) shall be disapplied under this Call-Off Contract and each Statement of Work:

Annex 2: Data Security by Design

Annex 3: Supplier's systems: Security Testing, Security Monitoring and Reporting Procedures

Annex 4: Information Security Management Document Set Template

## **ATTACHMENT 3: BUYER'S STANDARDS REQUIREMENTS**

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards set out in Annex 3 of Framework Schedule 1 (Specification).