

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

### Order Form

CALL-OFF REFERENCE: C67469

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

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

THE SUPPLIER: Allied Publicity Services (Manchester) Ltd

SUPPLIER ADDRESS: Chetham House, Bird Hall Lane, Cheadle Heath,  
Greater Manchester, SK3 0ZP

REGISTRATION NUMBER: 00681528

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 20 June 2022.

It is issued under the CCS Framework Contract with the reference number RM6170 Lot 2 for the provision of print management, fulfilment and email/SMS text messaging services in support of the DigiTrials programme.

CALL-OFF LOT(S):

NHS Digital Lot B

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## 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) RM6170
3. The following Schedules in equal order of precedence:

- Joint Schedules for RM6170

Joint Schedule 2 (Variation Form)  
Joint Schedule 3 (Insurance Requirements)  
Joint Schedule 4 (Commercially Sensitive Information)  
Joint Schedule 6 (Key Subcontractors)

Joint Schedule 9 (Minimum Standards of Reliability)

Joint Schedule 10 (Rectification Plan)

Joint Schedule 11 (Processing Data)

Joint Schedule 12 (Supply Chain Visibility)

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Joint Schedule 13 (Continuous Improvement)

Joint Schedule 14 (Benchmarking)

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- Call-Off Schedules for RM6170

Call-Off Schedule 1 (Transparency Reports)

Call-Off Schedule 5 (Pricing Details)

Call-Off Schedule 6 (ICT Services)

Call-Off Schedule 7 (Key Supplier Staff)

Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

Call-Off Schedule 9 (Security)

Call-Off Schedule 10 (Exit Management)

Call-Off Schedule 13 (Implementation Plan and Testing)

Call-Off Schedule 14 (Service Levels)

Call-Off Schedule 15 (Call-Off Contract Management)

Call-Off Schedule 20 (Call-Off Specification)

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CCS Core Terms (version 3.0.8)

Joint Schedule 5 (Corporate Social Responsibility) RM6170

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.

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

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

##### **Special Term 1**

The Supplier acknowledges that the Buyer is subject to the requirements of the Freedom of Information Act ("FOIA") and the Environmental Information Regulations ("EIR"). The Supplier shall:

- provide all necessary assistance and cooperation as reasonably requested by the Buyer to enable the Buyer to comply with its obligations under the FOIA and EIRs;

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- transfer to the Buyer all Requests for Information relating to this Call-Off Contract that it receives as soon as practicable and in any event within 3 Working Days of receipt;
- provide the Buyer with a copy of all Information held on behalf of the Buyer which is requested in a Request for Information and which is in its possession or control in the form that the Buyer requires within 5 Working Days (or such other period as the Buyer may reasonably specify) of the Buyer's request for such Information; and
- not respond directly to a Request for Information addressed to the Buyer unless authorised in writing to do so by the Buyer.

The Supplier acknowledges that the Buyer may be required under the FOIA and EIRs to disclose Information (including Confidential Information) without consulting or obtaining consent from the Supplier. The Buyer shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Buyer shall be responsible for determining in its absolute discretion whether any Confidential Information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs.

### Special Term 2

The following new clause 7.6 will be added to the Core Terms:

#### 7.6 The Supplier shall:

- a) be subject to pre-employment checks that include, as a minimum: verification of identity, employment history, unspent criminal convictions and right to work, as detailed in the HMG Baseline Personnel Security Standard (<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>), as may be amended or replaced by the Government from time to time.
- b) agree on a case by case basis which Supplier Personnel roles which require specific government National Security Vetting clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Buyer Data.

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- c) prevent Supplier Personnel who have not yet received or are unable to obtain the security clearances required by this clause from accessing systems which store, process, or are used to manage Buyer Data, or from accessing Buyer premises, except where agreed with the Buyer in writing.
- d) where Supplier Personnel that have the ability to access Buyer Data or systems holding Buyer Data, shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.
- e) where Supplier Personnel are granted the ability to access Buyer Data or systems holding Buyer Data, those Supplier Personnel shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need such access or leave the organisation, their access rights shall be revoked within one (1) Working Day.

### **Special Term 3 – Cyber Security Requirements**

The Supplier warrants and represents that it has complied with and throughout the Call-Off Contract Period will continue to comply with the Cyber Security Requirements.

### **Special Term 4 – Cyber Essentials Scheme**

The Supplier shall provide the Buyer with evidence of Cyber Security Essentials compliance.

### **Special Term 5 – DSP Toolkit**

The Supplier shall:

- a) within 1 Working Day of the Start Date of this Contract register on the DSP Toolkit system (and shall update its registration on any replacement to such system). All organisations that have access to NHS patient data and systems must use the DPS Toolkit to provide assurance that they are practising good data security and that personal information is handled correctly. All organisations should aim to achieve compliance level 3, and should satisfy the “Standards Met” level of evidence;

- b) abide by the terms and guidance as detailed in and provided by the DSP Toolkit system;
- c) maintain good information governance and security standards and practices that meet or exceed the DSP Toolkit standards required of its organisation type. The Supplier shall at all times apply Good Industry Practice in these areas;
- d) comply with the DSP Toolkit incident reporting requirements in respect of, and notify the Buyer of, any sensitive data breach as soon as the Supplier discovers such breach and provide such information and cooperation as may be required. Where Personal Data is affected, this notification must occur in a manner commensurate with the Buyer's notification requirements as set out in Joint Schedule 11 (Processing Data).

Where the Supplier receives a DSP Toolkit assessment grade level of 2 or less, it shall notify the Buyer within 10 Working Days

### **Special Term 6 – Corporate Social Responsibility**

The Buyer conducts its activity based on corporate and social responsibility values which are consistent with government policy regarding social responsibility, environmental responsibility, and ethical and human rights.

The Supplier represents and warrants that it:

- (a) complies with all CSR Laws;
- (b) requires its Subcontractors and any person under its control, to comply with all CSR Laws; and
- (c) has adopted a written corporate and social responsibility policy that sets out its values for activity and behaviour (including, without limitation, employees, clients, stakeholders and communities impacted by the Supplier's business activities and the environment).

The Supplier shall notify the Customer in the event that its corporate and social responsibility policies conflict with, or do not cover the same subject matter in an equivalent level of detail as is in, the CSR Policies.

### **Special Term 7 – Modern Slavery**

The Supplier shall prepare and deliver to the Buyer each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

### **Special Term 8 – Execution and Counterparts**

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.

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.

### **Special Term 9**

For the purposes of incorporation of Joint Schedule 1 (Definitions), the following definitions shall be added (and where such terms are already defined, such definitions shall be replaced with the corresponding definitions below):

**"Buyer Data"** means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic,

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magnetic, optical or tangible media, including any of the Buyer's Confidential Information, and which:

- i) are supplied to the Supplier by or on behalf of the Buyer; or
- ii) the Supplier is required to generate, process, store or transmit pursuant to this Call-Off Contract.

**"CSR Laws"** means Laws relating to corporate social responsibility issues (e.g. anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity), including but not limited to the Modern Slavery Act 2015, the Public Services (Social Value) Act 2012, the Public Contracts Regulations 2015 and Article 6 of the Energy Efficiency Directive 2012/27/EU, from time to time in force;

**"CSR Policies"** means the Buyer's policies, including, without limitation, anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity, and any similar policy notified to the Supplier by the Customer from time to time, and **"CSR Policy"** shall mean any one of them;

**"Cyber Security Essentials"** means the government-backed scheme to help organisations protect against common online threats, which can be accessed from <https://www.cyberessentials.ncsc.gov.uk>, as may be amended or replaced from time to time;

**"Cyber Security Requirements"** means any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from time to time.

**"Data Loss Event"** means any event that results, or may result, in unauthorised Processing of Personal Data held by the Processor under this Agreement or Personal Data that the Processor has responsibility for under this Agreement including, without limitation, actual or potential loss, destruction of Personal Data and including any Personal Data Breach

**"DSP Toolkit"** means the data security and protection toolkit, an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian's ten 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 Customer or the Department of Health and Social Care from time to time.

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**"Requests for Information"** means a request for information relating to this Call-Off Contract or an apparent request for such information under the Code of Practice on Access to Government Information, FOIA or the EIRs.

**"Supplier Personnel"** means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of its obligations under this Call Off Contract.

CALL-OFF START DATE: 1 August 2022

CALL-OFF EXPIRY DATE: 31 July 2025

CALL-OFF OPTIONAL EXTENSION PERIOD: 12 months

#### CALL-OFF DELIVERABLES

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

#### 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 £3,190,000.

#### CALL-OFF CHARGES

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

#### REIMBURSABLE EXPENSES

None

#### PAYMENT METHOD

Payment by BACS. The Supplier must be in Receipt of a valid Purchase Order Number before submitting an invoice. All invoices should be sent, quoting that number to the address given on the purchase order. To avoid delay in payment it is important that the invoice is compliant and that it includes an item number (if

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applicable) and the details (name and telephone number) of the Customer contact. Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in payment.

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

### BUYER'S ENVIRONMENTAL POLICY

Available online at: [Sustainable development management plan summary report 2017-2022 - NHS Digital](#)

### BUYER'S SECURITY POLICY

Appended at Call-Off Schedule 9

### SUPPLIER'S AUTHORISED REPRESENTATIVE

[Redacted]

### SUPPLIER'S CONTRACT MANAGER

[Redacted]

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## PROGRESS REPORT FREQUENCY

Monthly

## PROGRESS MEETING FREQUENCY

Monthly

## KEY STAFF

As per Call-Off Schedule 7 (Key Supplier Staff)

## KEY SUBCONTRACTOR(S)

As per Joint Schedule 6 (Key Subcontractors)

## COMMERCIALLY SENSITIVE INFORMATION

As per Joint Schedule 4 (Commercially Sensitive Information)

## SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

## SERVICE CREDIT CAP - not used

Critical Service Level Failure – as defined in Call-Off Schedule 14 (Service Levels)

## 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)]

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<b>Signed for and on behalf of Supplier:</b>	<b>Signed for and on behalf of Buyer:</b>
	

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