

REDACTED Under Section 40 (Personal Interest)

Order Form - Confidential When Complete

Please ensure a signed copy of this agreement is provided to: nsbs.nhsbusinessservices@nhs.net

Call-off Contract Details	
Title of Framework Agreement:	Consultancy and Advisory Services for Health
Framework Agreement Reference:	SBS10197
Lot number:	Lot 3 Commercialisation, Innovation and Transformation
Call-off procedure used: [Further Competition/Direct Award]	Direct Award
Total Call-off Contract Value:	£2,000,000.00
Order Form Reference No:	CASH_028
Authority Contact Details:	
Name:	Business Services Team
Category Generic Email Address:	nsbs.nhsbusinessservices@nhs.net

Order Form Details

This Order Form sets out the agreement between the following Parties and in accordance with the Terms and Conditions of the Framework Agreement and the Call-off Terms and Conditions.

Period of the Agreement			
Commencement Date:	10/06/2024	Expiry Date:	09/06/2026
Extension Period(s): [Optional]	Year 3 (10/06/2026 to 09/06/2027) Year 4 (10/06/2027 to 17/03/2028 end date of this Framework)		
Maximum Permissible Term	4 Years		

Unless otherwise agreed by both Parties, this Order Form will remain in force until the expiry date agreed above. If no extension/renewal is agreed and the Approved Organisation continues to access the Supplier's Goods and/or Services, the terms of this Contract shall apply on a rolling basis until the overarching Framework Agreement expiry date.

In circumstances where the Framework Agreement had already expired and the Approved Organisation continues to access the Supplier's Goods and/or Services, then the terms of this Contract shall apply on a rolling basis until the expiry of the Call-off Terms and Conditions' maximum permissible term (as set out above).

Any capitalised terms shall have the meaning given to such terms in the Call-off Terms and Conditions.

Supplier Order Form Signature Panel

The "Supplier"	
Name of Supplier:	Primary Care Commissioning Community Interest Company (PCC CIC)
Name of Supplier Authorised Signatory:	[REDACTED]
Job Title of Supplier Authorised Signatory:	Chief Executive
Contact Details Email Address:	[REDACTED]
Contact Details Phone Number:	[REDACTED]
Address of Supplier:	West One Suite 218 114 Wellington Street Leeds West Yorkshire LS1 1BA

Signature of Authorised Signatory:		Date of Signature:	10 May 2024
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Approved Organisation Order Form Signature Panel

The "Approved Organisation"	
Name of Approved Organisation:	Home Office
Name of Approved Organisation Authorised Signatory:	[REDACTED]
Job Title of Approved Organisation Authorised Signatory:	Head of Partnership Finance
Contact Details Email Address:	[REDACTED]
Contact Details Phone Number:	[REDACTED]
Address of Approved Organisation:	Home Office HSG DIO DCCU 2 Marsham Street

	London SW1P 4DF
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Signature of Approved Organisation Authorised Signatory:		Date of Signature:	13/05/2024
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Please Note: Each Party's respective Authorised Signatory above shall also be that Party's authorised representative for the purposes of Clause 21.2 of Schedule 2 of the Call-off Terms and Conditions in respect of any variations to the Call-off Contract during its Term.

Subject to the Parties complying with Clause 28 (Assignment, novation and Sub-contracting) of Schedule 2 of the Call-off Terms and Conditions, this Order Form shall remain in force regardless of any change of organisational structure to the above-named Approved Organisation or Supplier and shall be applicable to any successor organisations as agreed by both Parties.

As per the Framework Agreement, the Supplier shall forward a copy of the jointly signed Order Form to the Authority by no later than 5 (five) Business Days of it being executed.

Agreement

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1. Agreement Overview

This Order Form represents an agreement between the Parties listed above pursuant to the Framework Agreement listed above for the provision of Goods and/or Services as outlined below. This Order Form in conjunction with the Call-off Terms and Conditions outlines the parameters for the provision of Goods and/or Services as they are mutually understood by the Parties. The Framework Agreement terms and conditions (including the Specification) will apply in all instances, unless specifically agreed otherwise by both Parties within this Order Form.

2. Stakeholders

The primary stakeholders from the Supplier and the Approved Organisation will be responsible for the day-to-day management of the Call-off Terms and Conditions, this Order Form and the delivery of the Goods and/or Services. If different from the Authorised Signatory details listed on page 1 of this Order Form, please provide the names of the Contract Managers associated with this Order Form.

Supplier Call-off Contract Manager Details:	
Supplier Call-off Contract Manager #1:	[REDACTED]
Supplier Call-off Contract Manager #1 contact details:	[REDACTED]
Supplier Call-off Contract Manager #2:	[REDACTED]
Supplier Call-off Contract Manager #2 contact details:	[REDACTED]
Approved Organisation Contract Manager Details:	
Approved Organisation Call-off Contract Manager:	[REDACTED]
Approved Organisation Call-off Contract Manager contact details:	[REDACTED]

3. Periodic Review

In accordance with Clause 15.1 of the Call-off Terms and Conditions, this Order Form is valid from the **Commencement Date** outlined herein and is valid until the **Expiry Date** (as set out above) as agreed. This Order Form should be reviewed as a minimum once per financial year; however, in lieu of a review during any period specified, the current Call-off Terms and Conditions and Order Form will remain in effect.

4. Requirements

A. Services to be Provided

Please detail the Services, where applicable, that will be provided, where and by when, by the Supplier to the Approved Organisation or include an attachment with full details.

The Supplier will provide event management delivery services to the ICDDF (International Communications Data and Digital Forensics) programme team and associated roadmap activity. The services will include the planning & delivery of the event(s) as per below:
(Note: the Customer and the Approved Organisation are one and the same)

ICDDF Events

1 Venue engagement and all associated commercial agreements

Some Customers give the Supplier full responsibility for venue selection, others like to decide themselves and ask that we engage with a particular venue, we are happy to support either option. Should you like us to conduct a venue search, we are suitably positioned to do this as venue finding is integral to event work. The venue list is diverse and includes community, arts, unusual venues, conference and exhibition centres, hotels, public and third sector spaces. We do not take commission from venues but pass cost savings directly on to our Customers who are therefore reassured that we are checking and offering the widest range of venues possible and not just those that charge the largest commission. All venue costs are billed back to our Customers at cost.

We will undertake a comprehensive venue search, to ensure we source an appropriate and fully accessible venue within your chosen location, which offers value for money, good access via road, rail and public transport.

The Supplier ensures that the venues' insurance, risk assessments and fire safety plans are in place and provide adequate cover. We undertake our own checklist questionnaire and risk assessment on each venue to ensure they are fully compliant with the Health & Safety at Work Act 1974.

Once the venue decision has been made, the Supplier will negotiate terms with the venue to ensure the most cost-effective package and ensure we only sign for reasonable minimum numbers etc. We will review all contracts to make sure it is most suitable for the Customer before any signatures take place.

2 Keynote speaker hospitality, facilitation & accommodation

Upon a speaker being confirmed by the client, the Supplier will make contact to introduce ourselves and to provide them with further details about the event. We will ensure that all of their requirements are being met including booking of any accommodation requests.

3 Technical / Audio Visual delivery re: AV requirements

The ICDDF is a highly tech led event, the AV requirements for the event reflect this. Therefore, the Supplier will link with the Customer to ensure that any technical delivery / AV equipment is suitable to meet the needs of the presenters and speakers. The Supplier is well-versed in booking and making payments to third party companies on behalf of our Customers. Whether this be a supplier identified by the Customer or one sourced by the Supplier.

4 Manage sponsorship funds including from approved overseas law enforcement partners

Once a sponsor is confirmed by the Customer, the Supplier will make contact to introduce parties and arrange for a contract to be drawn up.

We will discuss their preferred payment method, whether that be an invoice or online payment through one of our secure booking websites. the Supplier will provide the Customer with regular updates on each sponsor including their contract and payment status.

5 Manage exhibitor packages and commercials agreements

Once the exhibitor packages are agreed and signed off by the Customer, the Supplier will manage all contractual agreements and payments with those companies looking to exhibit. Again, the Supplier will provide the Customer with regular updates on each exhibitor including their contract and payment status.

6 Marketing and communication to a designated network of delegates

The Supplier has the infrastructure to send marketing and communications to delegates as per the Customer's request. Content will either be written by the Supplier and signed off by the Customer or sent to us directly by the Customer for distribution as requested.

7 Delegate registration and onboarding via secure means

The Supplier is proposing to use Eventsforce as the secure online registration website, which we use for our own and our Customer's events; therefore, it is a tried and tested system for us.

Eventsforce is a highly customisable, web-based system, capable of managing every aspect of the event lifecycle from planning, marketing and registration to post-event analysis and reporting. Its many automated features reduce reliance on manual administration thereby offering an efficient and very cost-effective solution.

The event website will be fully branded and can contain as little or as much information as you require. The site is fully compatible with external systems if required such as your event application.

The registration process on Eventsforce is simple, allowing delegates to input their details using a secure online registration form which is fully customisable allowing you to fully tailor the questions to suit your individual event. The booking system captures full contact details for each delegate and any dietary or other specific requirements as standard. Once a delegate has input their details and requirements, the booking is made, and the delegate will receive an automated confirmation email.

8 On-site security during live event

The Supplier will work with the Customer to identify any security requirements prior to the event taking place and work with them to either source an external supplier or from a policing/security stakeholder. During the live event The Supplier will ensure that the security is in place as expected and our own staff will be front of house to oversee this.

9 Registration, helpdesk and facilitation of delegates during live event

The Supplier will provide a registration team onsite to welcome all attendees, check their identification and provide them with an entry pass / badge. We will have a dedicated helpdesk during event hours to answer any questions or queries delegates may have. The staff members will also be available to assist the Customer and ICDDF team in facilitation and movement of delegates around the venue.

10 Catering and associated dietary requirements

The Supplier will link with the venue or catering supplier to ensure that all dietary requirements are noted prior to the event taking place. This will be picked up during the registration of the event and will be regularly shared with the venue/catering supplier. Onsite the Supplier will ensure that all meals are available to the identified delegates and that their requirements are met.

11 Provision of additional events staff required during the live event

The Supplier shall provide a dedicated project manager for the event but will also be able to draw on its event management team to provide additional staff required to help manage the live event.

12 ICDDF Programme Team resilience / business continuity through providing capacity and capability

The Supplier has a flexible team and therefore can provide capacity and capability to support the Customer. We are adaptable to meet the needs of the Customer. This will reassure the ICDDF team that should they require additional capacity or capability that we will be able to meet this to a high standard.

13 The Supplier shall provide a valid Business Continuity Plan (BCP) within 1 month of Call-Off Award.

Continued Professional Development (CPD)

14 Agile response to engage with trusted third-party training providers (based on everchanging operational requirements linked to digital capabilities)

The Supplier has a flexible approach to working and therefore is well-versed in booking and making payments to third party companies on behalf of our Customers. As the training requirements change, we will be able to link with any new suppliers identified by the Customer.

15 Venue engagement and associated commercial agreements

As per the ICDDF specification, the Supplier will be able to engage and arrange commercial agreements with the chosen venue confirmed by the Customer.

16 Keynote speaker hospitality, facilitation & accommodation

As per the ICDDF specification, the Supplier will link with all speakers to ensure any accommodation and requests are met and to a high standard.

17 Marketing and communication to a designated network of delegates

As per the ICDDF specification, the Supplier has the infrastructure to send marketing and communications to delegates as per the Customer's request.

18 Delegate registration and onboarding

As per the ICDDF specification, the Supplier proposes to use Eventsforce as the secure online registration website to take delegate bookings and manage the registration process.

19 Registration, helpdesk, and facilitation of delegates during live event

The Supplier will provide a dedicated project manager for the CPD but will also be able to draw on its event management team to provide additional staff required to help manage the live event.

The Supplier will also provide additional Services as directed and instructed by the Approved Organisation.

B. Goods to be Provided

Please detail the Goods to be provided or include an attachment with full details.

Not Applicable

C. Goods Delivery Schedule/Services Implementation Plan

Please provide a delivery schedule/Implementation Plan, where applicable, outlining how and when the Goods and/or Services will be provided by the Supplier to the Approved Organisation or include an attachment with full details.

See Section 4.A.

D. Key Personnel

Please set out key personnel required for the supply of Goods and/or the provision of Services.

Key Personnel:

[REDACTED]

The above will be supported by the wider PCC events team, business support team and corporate management.

E. Sub-contracting and Personnel

Where the Approved Organisation permits sub-contracting of the supply of Goods and/or the provision of Services by Suppliers, the following information is required. If the Supplier Sub-contracts any of its obligations under this Order Form and Call-Off Contract, every act or omission of the Sub-contractor shall for the purposes of this this Order Form and Call-Off Contract be deemed to be the act or omission of the Supplier and the Supplier shall be liable to the Approved Organisation as if such act or omission had been committed or omitted by the Supplier itself.

As set out in Clause 30 of Schedule 2 of the Call-Off Terms and Conditions.

Sub-contracting of the whole or any part of this contract is only permitted with prior written confirmation of the Approved Organisation.

On the occasion/s when this permitted, the Supplier shall:

- List the Sub-contractors that will be used, and for what aspects of the Goods and/or Service
- List the Key Personnel that will be used
- Agree the charge rates/price for any Sub-contractors that are to be used – this must be consistent with the pricing contained in the Commercial Schedule]

F. Policies

Please list and provide links to/copies of all policies with which the Supplier is required to comply.

As set out in 1 Definitions table of Schedule 4 of the Call-Off Terms and Conditions (page 78) and throughout.

G. Leases or Licences

Where applicable, please detail any leases or licences to be provided by either Party to the other.

Not Applicable

H. Special Terms

The Parties hereby acknowledge that Special Terms:

- may only be proposed for inclusion by the Approved Organisation;
- can be applied solely to enhance or augment existing provisions within the Call-off Terms and Conditions; and
- must not substantially alter or vary the Call-off Terms and Conditions, in order for this Order Form and Call-off Contract to remain compliant with the Public Contracts Regulations 2015.

Please insert any applicable Special Terms below.

Not Used

I. Charges

Standard Supplier pricing and rates (the Contract Price) are included within the Commercial Schedule and represents the maximum that can be charged. Please detail all discounts, volume arrangements or variations in relation to the standard rates. The Contract Price of the Goods and/or Services are to be included below, or detailed as a separated attachment.

Is the Contract Price agreed to be subject to indexation?

No

PCC will provide quotations for each event project prior to undertaking the work. Should the scope of the event change in anyway way, PCC will be more than happy to adjust the event management fee in line with the actual output.

As a not-for-profit organisation with roots in the NHS we share the values of the public sector and reflect the need to make responsible use of public money. Therefore, PCC will only charge for staff time and all third-party suppliers such as AV, travel bookings, accommodation and subsistence will be charged to the Home Office at cost. We will be able to provide all quotes and receipts, to ensure transparency throughout the contract.

J. Confidential Information

Please detail all information relevant to this Order Form and the Call-off Terms and Conditions which either Party considers to be treated as Confidential Information.

As set out in Schedule 3 and Schedule 4 (1 Definitions table, page 71) of the Call-Off Terms and Conditions.

In addition to the requirements of the General Data Protection Regulation 2016/679 ("GDPR"), the Supplier must:

1. Manage and maintain all information relating to the event in a secure, confidential manner;
 2. Shall not disclose Any event information or delegate personal details;
 3. Shall not undertake Any marketing
- without prior written permission from the Approved Organisation.

K. Complaints/Escalation Procedure

As per the Framework Agreement, the Supplier shall inform the Authority of all complaints. Please detail the Approved Organisation's additional requirements regarding complaints.

The Supplier shall inform the Approved Organisation and the Authority of all complaints and their resolution at the same time.

L. Limit of Liability

Please populate the limit of liability values

As set out in Clause 14.2 of Schedule 2 of the Call-Off Terms and Conditions.

The Supplier carries the following insurances:

£5million public liability insurance;

£10million employers' liability and;

£5million products liability

(Valid Certificates to be provided within 1 month of Call-Off Award).

M. Management Information (MI)

In addition to the management information required by the Approved Organisation under the Framework Agreement, the Supplier shall provide to the Approved Organisation the following Management Information as standard at the frequency outlined.

1. Finance reports covering overall account and event level
2. Agile response to engage with trusted third-party training providers (based on everchanging operational requirements linked to digital capabilities)
3. Event delegate details, not limited to names, organisation, attendance, overall numbers, pre and post event, while ensuring GDPR requirements are maintained at all times
4. Sponsorship income/details throughout the duration of this Framework Agreement
5. Any other Management Information required by the Approved Organisation that can be reasonably provided by the Supplier, as instructed by the Approved Organisation
6. Draft reports to be provided by the Supplier and agreed with the Approved Organisation within 2 months of Framework Agreement commencement

N. Invoicing

Please detail all specific invoicing requirements here.

The Approved Organisation shall provide the Supplier with a Purchase Order (PO) that includes a reference to the Call-Off Contract and the Framework Agreement to which this Order Form relates.

The Supplier will invoice the Approved Organisation per event or at intervals as agreed with the Approved Organisation.

O. Exit Requirements

Please include details of any exit requirements with which the Supplier is required to comply.

As set out in Clause 16 and 17 of Schedule 2 of the Call-Off Terms and Conditions.

P. Termination

Please detail specific termination provisions here.

As set out in Clause 16 and 17 of Schedule 2 of the Call-Off Terms and Conditions.

6. Other Specific Requirements

Detailed Requirements

Please list all detailed requirements or include an attachment with full details.

See Section 4. A.

PLEASE NOTE:

In accordance with Clause 3.1 of Schedule 2 of the Framework Agreement, by no later than five (5) Business Days following the execution of an Order Form by the Approved Organisation and the Supplier, the Supplier shall send a copy of the executed version of the Order Form to the Authority's Contract Manager.

All Goods and/or Services provided by the Supplier without an Approved Organisation's jointly signed Order Form is entirely at the Supplier's risk.

Appendix 1 – Data Protection Protocol



Government
data.docx