

Contract between Cabinet Office and Interact Medical Ltd Crown Copyright 2023

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CONTRACT BETWEEN

Cabinet Office

AND

Interact Medical Ltd

**FOR THE PROVISION OF SERVICES UNDER FRAMEWORK
AGREEMENT**

**RM6281 NATIONAL FRAMEWORK FOR THE PROVISION
OF CLINICAL AND HEALTHCARE
STAFFING**

Order Form Template and Call-Off Schedules

Order Form

CALL-OFF REFERENCE: P11580PADS498P

THE BUYER: Cabinet Office

BUYER ADDRESS 70 Whitehall, London SW1A 2AS

THE SUPPLIER: Interact Medical Ltd

SUPPLIER ADDRESS: Metropolitan House, Building 900, 321 Avebury

Framework Ref: RM6281

Call-Off Ref: P11580PADS498P

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Boulevard, Milton Keynes, MK9 2GA

REGISTRATION NUMBER: 03082906

DUNS NUMBER: 490730819

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 25th September 2025. It's issued under the Framework Contract with the reference number RM6281 for the provision of Clinical and Healthcare Staffing.

CALL-OFF LOT:

Lot 2 - Medical Staffing

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) RM6281
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6281
 - 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 (Rectification Plan))
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Joint Schedule 10
 - Call-Off Schedules for RM6281
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - 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 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)

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- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 20 (Call-Off Specification)

5. Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6281
7. 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 - Mid Tier Security Schedule Attachment 7

CALL-OFF START DATE: 01st October 2025

CALL-OFF EXPIRY DATE: 30th September 2028

CALL-OFF INITIAL PERIOD: 3 Years

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 £2,000,000.00.

CALL-OFF CHARGES

£6,000,000.00

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

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

The Supplier will issue electronic invoices monthly in arrears, based on the agreed pricing.

The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.

Payment can only be made following satisfactory delivery of pre-agreed deliverables.

1.1 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

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1.2 All invoices must include contract and Purchase Order references

BUYER'S INVOICE ADDRESS:

REDACTED TEXT under FOIA Section 40, Personal Information

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information

BUYER'S ENVIRONMENTAL POLICY

N/A

BUYER'S SECURITY POLICY

N/A

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40, Personal Information

SUPPLIER'S CONTRACT MANAGER

REDACTED TEXT under FOIA Section 40, Personal Information

PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

N/A

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

Please see Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

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

The Service Credit Cap is: £25,000

The Service Period is: One Month

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A Critical Service Level Failure is:

A Critical Service Level Failure shall be deemed to have occurred upon the instance of any one of the following events during the contract term:

1. Persistent Performance Failure: The Supplier fails to meet the 98% Service Level Threshold for the same SLO (either Timely Report Submission or Availability) for two (2) consecutive Service Periods or for any three (3) Service Periods within a rolling six (6) month period.
2. Max Credit Cap Reached: The total Service Credits accrued by the Supplier in a single Service Period reaches the Service Credit Cap of £25,000.00.
3. Major Performance Breach: The Supplier's measured performance for any single Service Level Objective falls below 90% in any given Service Period.
4. Confidentiality Breach: Any single confirmed instance of a material breach of relevant Data Protection Legislation (e.g., GDPR), patient confidentiality, or the Buyer's data security policy, as determined by the Buyer.

ADDITIONAL INSURANCES

Details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements)]

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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Signed - via DocuSign
Supplier
<Supplier Sign Here>
REDACTED TEXT under FOIA Section 40, Personal Information
Full Name: REDACTED TEXT under FOIA Section 40, Personal Information
Job Title/Role: REDACTED TEXT under FOIA Section 40, Personal Information
Date Signed: 30/09/2025
Buyer
<Commercial Sign Here>

REDACTED TEXT under FOIA Section 40, Personal Information

Full Name: REDACTED TEXT under FOIA Section 40, Personal Information

Job Title/Role: REDACTED TEXT under FOIA Section 40, Personal Information

Date Signed: 1st October 2025