

Our Ref: (RM1557.12)

COVID-19 & Flu Vaccine Deployment Programme Workforce & Training Wellington House 133-155 Waterloo Rd South Bank London SE1 8UG

Telephone Number: 07958 502644

12 April 2023

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Re: Rostering Data Solution_ COVID-19 Vaccination Programme call-off Contract under the G-Cloud 12 Framework Agreement between NHS England (the "Buyer") and Allocate Software Limited (the "Supplier") dated 1st April 2022 (the "Call-off Contract").

Further to discussions between the Buyer and the Supplier, and in accordance with paragraph 1.3 of Part B of the Call-off Contract, the Buyer hereby agrees to extend the duration of the Call-off Contract on the original terms, as amended by this letter.

The extended term will run from 1st April 2023 (being the day immediately following the original expiry of the Call-off Contract) and will automatically expire on 30th September 2023. No further extension will be made, and clause 1.3 of Part B Terms and Conditions will not apply in the extended term.

Save as set out in this letter, all other terms and conditions of the Call-off Contract shall continue to apply to this extension period, and the Supplier will continue to supply the Services and Deliverables to the same standards Service Levels and KPIs as set out in the Call-off Contract.

During the extended term, the Call-off Contract Charges shall continue to be calculated in accordance with Schedule 2 of the Call-off Contract, with an estimated cost of £89,100 plus VAT for Services to be delivered between 1 April 2023 and 30 September 2023.

During the extended term the Parties to the Call-off Contract will seek to work together to develop the contract service provision to meet the developing requirements of the Authority. Any amendments to the contracted services together with any additional costs to be incurred

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in connection with the developed requirements shall be agreed in writing in advance by both parties.

During the extended term, the Buyer will continue to have the right to End the Call-off Contract at any time by giving 30 days' written notice to the Supplier as per clause 18.1 of Part B Terms and Conditions. Clause 18.3 of Part B Terms and Conditions will not apply in the extended term and the Buyer will not be liable to indemnify the Supplier as a consequence of early termination.

The term of the Data Sharing Agreement dated 29 March 2022 (appended below for reference) agreed by the parties in relation to the Call-off Contract shall be extended by a

period of time equal to that of the Call-off Contract (i.e. from 1 April 2023 until 30 September 2023).

Except as set out in this letter, the Call-off Contract shall continue in full force and effect.

Terms which are used in this letter, shall have the meaning given in the Call-off Contract unless otherwise stated.

Please sign one copy of this letter to show your agreement to the application of these terms as part of the Contract and return to the Authority.

Signed on Behalf of the Authority

Full Name:
Date Signed:

21 April 2023
Date Signed:

Signed on Behalf of the Supplier

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Full Name:

Date Signed: 17th April 2023

