Crown Commercial Service

#### RM6100 Technology Services 3 Framework Schedule 4 Annex 1 Lot 4 Order Form

## **Order Form**

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Contract RM6100 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Contract**") and should be used by Buyers conducting a further competition under the Framework Contract.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Contract) consisting of this Order Form and the Call Off Terms. The Call Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Contract and copies of which are available from the Crown Commercial Service website (<u>http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm6100</u>). The agreed Call Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Term.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms.

This Order Form shall comprise:

- 1. This document headed "Order Form";
- 2. The following Attachments with reference to the corresponding Schedule in the Call-Off Terms. Attachments to this Order Form either replaces (i) an Annex to a Schedule in the Call-Off Terms or (ii) a Schedule to the Call-Off Terms in its entirety (for example, Attachment 2.1 (Services Description)):

Attachment to the Order Form	Schedule to the Call-Off Terms	
Attachment 2.1 (Services Description)	N/A - As per Attachment 2.1	
N/A as per Schedule 2.2		
	See Schedule 2.2	
Attachment 2.3 (Environmental Require- ments)	See Schedule 2.3 (Standards)	
N/A as per Schedule 2.4	See Schedule 2.4 (Security Management)	
Attachment 3 (Buyer Responsibilities)	See Schedule 3 (Buyer Responsibilities)	
Attachment 4.1 (Supplier Solution)	N/A - As per Attachment 4.1	
Attachment 4.2 (Commercially Sensitive	N/A - as per Attachment 4.2	
Information)		
Attachment 4.3 (Key Sub-Contractors)	N/A - as per Attachment 4.3	
Attachment 4.4 (Third Party Contracts)	N/A - as per Attachment 4.4	
Attachment 5 (Software)	N/A – as per Attachment 5	
Attachment 6.1 (Outline Implementation	See Schedule 6.1 (Implementation Plan)	
Plan)		
N/A – as per Schedule 6.2	See Schedule 6.2 (Testing Procedures)	

See Schedule 7.1 (Charges and Invoicing)	
See Schedule 7.3 (Benchmarking)	
See Schedule 7.4 (Financial Distress)	
See Schedule 7.5 (Financial Reports and	
Audit Rights)	
See Schedule 8.1 (Governance)	
Schedule 8.2 (Change Control Procedure)	
Schedule 8.3 (Dispute Resolution Proce-	
dure)	
See Schedule 8.4 (Reports and Records	
Provision)	
Schedule 8.5 (Exit Management)	
See Schedule 8.6	
See Schedule 8/7 (Conduct of Claims	
See Schedule 9.1 (Staff Transfer)	
N/A – as per Attachment 9.2	
N/A – as per Attachment 11	
See Schedule 12 (Additional/Alternative	
Clauses)	
V/A – as per Attachment 13	
See Schedule 14 Ancillary Services	
Agreement	
See Schedule 15 Supplier Sales Contract	
See Schedule 16 Supplier Supplementary	
lerms	

3. Annex 1 – Call-Off Terms and Additional/Alternative Clauses.

The Order of Precedence shall be as set out in Clause 1.4 of the Call-Off Terms being:

- (a) the Framework, except Framework Schedule 18 (Tender);
- (b) the Order Form and its Attachments (other than Attachment 13 (Supplier's Bid Response) and its Annexes;
- (c) the Call-Off Terms (including the Schedules and their Annexes)
- (d) Attachment 13 (Supplier's Bid Response); and
- (e) Framework Schedule 18 (Tender).

Notwithstanding the above, the Parties recognise that the provision of product and services resale by the Supplier to Buyer is governed exclusively by Schedule 15 of the Call Off Contract (the "Supplier Sales Contract") which shall prevail to resolve any conflict with any term or provision of the remainder of the Call Off Contract in respect of the resold services. For the avoidance of doubt, nothing in the Supplier Sales Contract shall affect the obligations, and liabilities of the Buyer under the Call Off Contract in respect of any Services that are not product and services resale.

Notwithstanding the above, the Parties recognise that the provision of Supplier Supplementary Software by the Supplier to Buyer and Buyer Service Recipient(s) is governed expressly by Schedule 16 of the Call Off Contract which shall prevail to resolve any conflict with any term or provision of the remainder of the Call Off Contract in respect of the provision of Supplementary Software. For the

avoidance of doubt, nothing in the Schedule 16 shall affect the obligations, and liabilities of the Supplier under the Call Off Contract in respect of any aspects that do not pertain to Supplementary Software.

## **Section A**

## **General Information**

Contract Details	
Contract Reference:	C300809
Contract Title:	NHSmail Collaboration Licence Platform
Contract Description:	Services for the ongoing support and maintenance of existing services as well the continuous development and improvement to the NHSmail Collaboration Licensing Platform, which can adapt to the evolving needs of the Buyer.
Contract Anticipated Potential Value: The current estimated Call-Off Contract value for the Call-Off Contract Period (for the avoidance of doubt, including the Call-Off Optional Extension Period) is Estimated Year 1 Charges	

### **Buyer details**

#### Buyer organisation name

NHS Commissioning Board, known as NHS England

#### **Billing address**

Your organisation's billing address - please ensure you include a postcode The Leeds Government Hub, 7&8 Wellington Place, Leeds, LS1 4AP.

#### Buyer representative name

The name of your point of contact for this Order

#### Buyer representative contact details

Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause <u>44.3 of the Call-Off Terms</u>.

#### **Buyer Project Reference**

Please provide the customer project reference number. C67004

#### **Supplier details**

#### Supplier name

The supplier organisation name, as it appears in the Framework Contract Accenture (UK) Limited

#### Supplier address

Supplier's registered address 30 Fenchurch Street, London EC3M 3BD

#### Supplier representative name

The name of the Supplier point of contact for this Order. This must include an email for the purpose of Clause 44.3 of the Call-Off Terms.

Supplier representative contact details Email and telephone contact details of the supplier's representative

#### Order reference number

A unique number provided by the supplier at the time of quote Click here to enter text.

## **Section B**

## Part 1 – Framework Lots (for multi-Lots only)

#### Framework Lot under which this Order is being placed

Guidance Note: where a buyer is conducting a multi-lot procurement and Lot 4 is one of those (which in that case this Order Form and corresponding Call-Off Terms will apply to all Lot(s) under that procurement, tick below which Lot(s) apply in addition to Lot 4. Where this is not a multi-lot procurement and only Lot 4 applies, this Part 1 does **not need** to be completed.

1.	TECHNOLOGY STRATEGY & SERVICES DESIGN	
2.	TRANSITION & TRANSFORMATION	
3.	OPERATIONAL SERVICES	
	a: End User Services	
	b: Operational Management	
	c: Technical Management	
	d: Application and Data Management	
4.	MAJOR SERVICES TRANSFORMATION PROGRAMMES	
5.	SERVICE INTEGRATION AND MANAGEMENT	

## Part 2 – Contract Details

#### Term

#### **Initial Term**

60 months from the Support-Run Effective Date.

#### **Extension Period**

Guidance Note – where the initial term above is not for the maximum permitted term and the buyer wants the option to include an extension period then inset the period of the extension in months, noting always that this cannot exceed the maximum permitted duration for Lot 4 (including the initial term) of 84 months (7 years).

Two periods of 12 months each or one period of 24 months, at the Buyers option.

#### Sites for the provision of the Services

Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third party premises.

The Supplier shall provide the Services from the following Sites:

#### **Buyer Premises: Leeds and London**

Ad hoc as reasonably required to facilitate integration of the Services or fulfil obligations (such as code development, implementation or maintenance)

#### **Supplier Premises:**

Remote working (or Supplier offices in the UK, India, Philippines, US, Australia & EEA). Occasional presence may be requested at Buyer and/or Third Party Premises.

#### Third Party Premises:

Ad hoc as reasonably required to facilitate integration of the Services or fulfil obligations (such as code development, implementation or maintenance)

#### **Buyer Assets**

Guidance Note: see definition of Buyer Assets in Schedule 1 of the Contract.

#### Insurance

Guidance Note: if this Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.

Third Party Public Liability Insurance (£) - minimum limit of

Professional Indemnity Insurance  $(\pounds)$  - minimum limit of

Employers' liability insurance - minimum limit of

Product liability insurance – minimum limit of

#### Goods

Guidance Note: list any Goods and their prices.

Not applicable

#### Security Management – Option Part A or Part B

Guidance Note: Schedule 2.4 (Security Management) of the Call-Off Terms has two options in respect of Security Management. Refer to Schedule 2.4 (Security Management) for detailed guidance on which Part to select.

Security Management Schedule	Tick as applicable
Part A – Security Assurance	$\boxtimes$
Part B – Security Accreditation	

The Part selected above shall apply this Contract.

## **Section C**

## Part 1 – Additional and Alternative Buyer Terms

#### Alternative Clauses and Additional Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Alternative and Additional Terms and Conditions Lot 4

#### Part A – Additional Clauses

Guidance Note: Tick any applicable boxes below

Additional Clauses	Tick as applicable
C1: Collaboration Agreement	
C2: MOD Clauses	

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Alternative and Additional Terms and Conditions Lot 4 shall be incorporated into this Contract.

#### Part B - Alternative Clauses

Guidance Note: Tick any applicable boxes below

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	
Northern Ireland Law	

Where selected above the Alternative Clauses set out in document RM6100 Alternative and Additional Terms and Conditions Lot 4 shall be incorporated into this Contract.

# Part 2 - Additional Information Required for Additional Clauses Selected in Part 1

#### Additional Clause C1 (Collaboration Agreement)

Guidance Note: where Clause C1 (Collaboration Agreement) has been selected in Part 1 of Section C above, include details of organisation(s) required to collaborate immediately below.

Not Applicable

## Section D Contract award

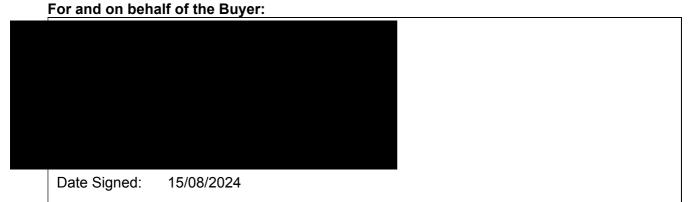
This Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Contract RM6100.

#### SIGNATURES

#### For and on behalf of the Supplier:



#### \_ . . . . . . \_



Attachments to this Order Form

## Annex 1 – Call Off Terms and Additional/Alternative Clauses

Note that Additional/Alternative Clauses have been set out in and incorporated as Schedule 12