

RM6221 Health Order Form

Call-Off Ref: C102316 DSA – Collection & Access

Health Order Form

CALL-OFF REFERENCE:	C102316
THE BUYER:	NHS Digital
BUYER ADDRESS	7 and 8 Wellington Place, Leeds, LS1 4AP
THE SUPPLIER:	Mastek UK Limited
SUPPLIER ADDRESS:	Pennant House, 2 Napier Court, Napier Road, Reading RG1 8BW
REGISTRATION NUMBER:	02731277)
<div></div>	
DATE OF ISSUE:	13 September 2022
CALL-OFF START DATE:	03 October 2022
ACTUAL SERVICES COMMENCEMENT DATE:	TBC
CALL-OFF EXPIRY DATE:	02 October 2026
CALL-OFF INITIAL PERIOD:	48 months
CALL-OFF OPTIONAL EXTENSION PERIOD:	12 months
MINIMUM NOTICE PERIOD FOR EXTENSION(S):	3 months
HANDOVER DATE (IF APPLICABLE) – SEE CALL OFF SCHEDULE 13A	TBC within 30 days from Call Off Start Date
CALL-OFF CONTRACT VALUE INITIAL PERIOD (excl. VAT):	£20,000,000 GBP twenty million exc Vat

ANNEXES TO THIS ORDER FORM

The following Annexes form part of this Health Order Form.

Annex	Title	Version
Annex 1	Statement of Work (Specification) Template	2.0.1
Annex 2	Statement of Work (Costs) Template	1.0.1
Annex 3	Special Terms	1.0.1
Annex 4	Buyer's Mandatory Policies	1.0.1
Annex 5	Processing Personal Data	2.0.1
Annex 6	Key Subcontractors	1.0.1
Annex 7	Applicable Standards	1.0.1

STATEMENTS OF WORK

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute Statements of Work ("SOW"). Once signed by the Parties, the Statements of Work shall be incorporated into and will form part of this Call-Off Contract.

The following SOW[s] will be executed at the same time as the Call-Off Contract:

Annex	Title	Version

The following SOW[s] form part of the Invitation to Tender and remain as drafts as at the date of this Call-Off Contract. The Buyer reserves the right to amend and update these SOWs following the execution of the Call-Off Contract.

Annex	Title	Version
SOW01	Discovery	1.0D
SOW02	Data Minimisation	1.0D

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A Statement of Work consists of two parts however the Specification and Costs together form the Statement of Work:

- **Specification:** the technical specification developed using template contained in the attached Annex 1 of this Health Order Form: Statement of Work Template (Specification); and
- **Costs:** the pricing workbook which shall be output from the Commercial model. An example of this may be found in Annex 2 of this Health Order Form: Statement of Work Template (Costs).

The Parties agree that the templates in both Annex 1 and Annex 2 to this Health Order Form may be updated by the Buyer from time to time to reflect emerging Buyer needs. The Buyer shall notify the Supplier of any material change to the template in writing.

CALL-OFF TERMS

The following sections of this Order Form include optional wording. Where such wording is marked with a ☒ that wording is included and applicable to this Call-Off Contract.

Where the wording is not marked as applying (i.e. ☐), then that wording is not incorporated into this Call-Off Contract.

For each of the documents listed below:

- Where the document is not marked as applying (☐), then those documents are not incorporated into this Call-off Contract.
- Where the document is marked as applying (☒), then those documents are incorporated into this Call-off Contract.

Schd.	Title	Ver.	Applies
THE ORDER FORM AND ANNEXES			
	This Order Form (including all Annexes)	6.1	<input checked="" type="checkbox"/>

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Schd.	Title	Ver.	Applies
JOINT SCHEDULES			
J01	Joint Schedule 1 Definitions	3.7.1	<input checked="" type="checkbox"/>
J02	Joint Schedule 2 Variation Form	3.1.1	<input checked="" type="checkbox"/>
J03	Joint Schedule 3 Insurance Requirements	3.1.1	<input checked="" type="checkbox"/>
J04	Joint Schedule 4 Commercially Sensitive Information	3.1.4	<input checked="" type="checkbox"/>
J05	Joint Schedule 5 Corporate Social Responsibility	3.2.1	<input checked="" type="checkbox"/>
J06	Joint Schedule 6 Key Subcontractors	3.1.1	<input checked="" type="checkbox"/>
J07	Joint Schedule 7 Financial Difficulties	3.3.1	<input checked="" type="checkbox"/>
J08	Joint Schedule 8 Guarantee	3.2.1	<input type="checkbox"/>
J09	Joint Schedule 9 unused		<input type="checkbox"/>
J10	Joint Schedule 10 Rectification Plan	3.0.1	<input checked="" type="checkbox"/>
J11	Joint Schedule 11 Processing Data	4.1.1	<input checked="" type="checkbox"/>
J12	Joint Schedule 12 Supply Chain Visibility	1.0.1	<input checked="" type="checkbox"/>

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Schd.	Title	Ver.	Applies
CALL-OFF SCHEDULES			
C01	Call-Off Schedule 1 Transparency Reports	3.0.2	<input checked="" type="checkbox"/>
C02	Call-Off Schedule 2 Staff Transfer	3.2.2	<input checked="" type="checkbox"/>
C03	Call-Off Schedule 3 Continuous Improvement	3.0.1	<input checked="" type="checkbox"/>
C04	Call-Off Schedule 4 Call-Off Tender	3.1.1	<input checked="" type="checkbox"/>
C05	Call-Off Schedule 5A Health Pricing Details and Expenses Policy	3.1.1	<input checked="" type="checkbox"/>
C05.1	Call-Off Schedule 5A Annex 1 Call-Off Contract Prices	1.0	<input checked="" type="checkbox"/>
C05.2	Call-Off Schedule 5A Annex 2 Specific Technology Uplifts	1.0	<input checked="" type="checkbox"/>
C06	Call-Off Schedule 6 ICT Services	3.4.1	<input type="checkbox"/>
C07	Call-Off Schedule 7 Key Supplier Staff	3.0.1	<input checked="" type="checkbox"/>
C08	Call-Off Schedule 8 Business Continuity and Disaster Recovery Plan	3.2.1	<input checked="" type="checkbox"/>
C09	Call-Off Schedule 9A Health Security including Annexes 1,2 & 3	3.4.2	<input checked="" type="checkbox"/>
C09.4	Call-Off Schedule 9A Health Security including Annex 4 ISMS	3.4.2	<input type="checkbox"/>
C10	Call-Off Schedule 10A Health Exit Management	3.1.1	<input checked="" type="checkbox"/>
C11	Call-Off Schedule 11 Not Used		<input type="checkbox"/>
C12	Call-Off Schedule 12 Not Used		<input type="checkbox"/>
C13	Call-Off Schedule 13A Health Implementation Plan and Testing	3.2.2	<input checked="" type="checkbox"/>
C14	Call-Off Schedule 14 Service Levels	3.1.1	<input type="checkbox"/>
C15	Call-Off Schedule 15A Health Supplier and Contract Management	3.1.1	<input checked="" type="checkbox"/>
C16	Call-Off Schedule 16 Benchmarking	3.2	<input checked="" type="checkbox"/>
C17	Call-Off Schedule 17 MOD Terms		<input type="checkbox"/>
C18	Call-Off Schedule 18 Background Checks	3.0.1	<input checked="" type="checkbox"/>
C19	Call-Off Schedule 19 Scottish Law		<input type="checkbox"/>
C20	Call-Off Schedule 20 Call-Off Specification <i>As updated and supplemented by executed Statements of Work .</i>	3.0.2	<input checked="" type="checkbox"/>
C21	Call-Off Schedule 21 Northern Ireland Law		<input type="checkbox"/>
C22	Call-Off Schedule 22 Not Used		<input type="checkbox"/>
C23	Call-Off Schedule 23 Health Additional Call-Off Terms	1.0.3	<input checked="" type="checkbox"/>
C24	Call-Off Schedule 24 Health Probity	1.0.1	<input checked="" type="checkbox"/>
C25	Call-Off Schedule 25 Ethical Walls Agreement	1.0.1	<input type="checkbox"/>
C26	Call-Off Schedule 26 Form of Licence	1.0.1	<input type="checkbox"/>

FRAMEWORK CONTRACT RM6221

This Order Form is for the provision of the Deliverables and is dated as of the Date of Issue.

The Order Form and accompanying Schedules are issued pursuant to the Framework Contract with the reference number RM6221 for the provision of Digital Capability for Health Deliverables.

Defined terms used in this Order Form shall be interpreted in accordance with Joint Schedule 1 (Definitions), as updated by Annex 3 of this Order Form (Special Terms).

In this Call-Off Contract, a reference to a schedule numbered N, shall be interpreted as a reference to a schedule NA. For example, a reference to a Call-Off Schedule 5 (Pricing Details and Expenses Policy), shall be interpreted as a reference to Call-Off Schedule 5A (Pricing Details and Expenses Policy).

The Parties signature and agreement of this Order Form will not oblige the Buyer to buy or the Supplier to supply Deliverables. Commitment to buy and to supply the Deliverables shall occur when the parties execute Statements of Work. The parties shall keep a log of the agreed Statements of Work.

ORDER OF PRECEDENCE

In the event that any documents conflict, the following order of precedence applies.

Documents listed at lower numbers in this list shall take precedence over documents listed with higher numbers:

1. This Order Form including the Order Form Annexes.
2. Executed Statements of Work
3. C23 - Call-Off Schedule 23 (Health Additional Call-Off Terms)
4. RM6221 DCFH Core Terms (version 3.0.9)
5. All remaining RM6221 Joint Schedules
6. All remaining Call-Off Schedules (excluding C04)
7. C04 - Call-Off Schedule 4 (Call-Off Tender)

Save as specifically agreed in this Health Order Form and Call-Off Schedule 6 (ICT Services), no Supplier terms form part of this Call-Off Contract. That includes any terms presented at the time of delivery or referenced by the Supplier in C04 - Call-Off Schedule 4 (Call-Off Tender).

For the avoidance of doubt, any variation of the Framework Terms by CCS following the signature of this Order Form, shall not automatically vary this Call-Off Contract. Any variation to the Call-Off Contract shall be in accordance with Clause 24 of the Core Terms.

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CALL-OFF SERVICE PROVISION(S):

The following details the scope of required services and Deliverables at a high level. Further detail may be found within the detailed requirements documented within Call-Off Schedule 20 (Call-Off Specification),

Service Provision	Description	Main Service	Extra Services
DevOps Services	support for ongoing live services.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Digital Definition Services	Either separately or combined GDS Discovery (as extended under Extended Discovery under Paragraph 4.3 below) and /or Alpha phases.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Build and Transition Services	either separately combining GDS Beta phase and/or Retirement phases (including transition to Live). It is anticipated that Live will be covered by an appropriate competition for DevOps Services.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
End-to-End Development Services	with the ability to combine the full set of GDS agile phases of Discovery through to Live.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Data Management (and similar) Services	primarily targeted at building, enhancing, and maintaining data assets, migrating data from one system to another and analysis and reporting from such data assets.	<input type="checkbox"/>	<input checked="" type="checkbox"/>

CALL-OFF SPECIAL TERMS

This Order Form amends the Framework Terms as detailed in Annex 3 (Special Terms). Any reference to a Call-Off Schedule, Joint Schedule or the Core Terms shall refer to them as amended by Annex 3. The Special Terms contained in Annex 3 are incorporated into this Call-Off Contract

CALL-OFF DELIVERABLES

The Call-Off Deliverables shall be as documented at a high level in Call-Off Schedule 20 (Call-Off Specification) and more specifically within individual Statements of Work.

Unless explicitly agreed in a Statement of Work, the Supplier will not make available or provide any Supplier Existing IPRs or Third Party IPRs as part of the Deliverables.

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The Supplier will not make available or provide any Supplier or 3rd party COTS Software as part of the Deliverables without the prior written consent of the Buyer to be provided in a Statement of Work.

In the event that the Authority requests to license Supplier or Third Party COTS Software from or via the Supplier such arrangements will be specifically agreed as part of the applicable Statement(s) of Work.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is as stated in Clause 11.2 of the Core Terms.	
The Estimated Year 1 (12 month) Charges (excluding VAT) used to calculate liability in the first Contract Year is:	£5,000,000 GBP five million

CALL-OFF CHARGES

The Framework utilises Capped Time and Materials, based on competed day rates, as the underlying basis of charging for the Call-Off Contract overall.

However, individual SOWs may be required to be priced based on any of the charging methods detailed below. More information on these may be found in Call-Off Schedule 5 (Pricing Details):

- (1) Capped Time and Materials
- (2) Incremental Fixed Price
- (3) Fixed Price

REIMBURSABLE EXPENSES

The Rate Card includes all expenses related to delivering the Services at the locations specified in the Statements of Work. See Framework Schedule 3 (Framework Prices), and Paragraph 8 of Expenses Policy in Annex 1 of Call-Off Schedule 5A (Health Pricing Details and Expenses Policy).

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MATERIAL KPIS***Call-Off Schedule 15A Health Supplier and Contract Management***

The following Material KPIS shall apply to this Call-Off Contract in accordance with Paragraph 9 of Call-Off Schedule 15A:

Material KPI	Target	Measured by
Not applicable		

PAYMENT METHOD

Payments shall be made in accordance with Paragraph 8 of Call-Off Schedule 15A (Health Supplier and Contract Management).

BUYER'S INVOICE ADDRESS

Name	Health and Social Care Information Centre
Email address	sbs.apinvoicing@nhs.net
Address	NHS Digital, T56 Payables A125 Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE
Invoicing Information	<p>Any queries regarding outstanding payments should be directed to NHS Digital's Accounts Payable section by email at financialaccounts@nhs.net.</p> <p>Invoices should clearly quote the purchase order number, be addressed to the above address and be sent as a PDF attachment by email to the following email address sbs.apinvoicing@nhs.net (one invoice per PDF)</p> <p>Emails must not exceed 10Mb and quote 'T56 Invoice Scanning' in subject line. Alternatively, invoices can be sent via post to the above address.</p>

BUYER'S AUTHORISED REPRESENTATIVE



STANDARDS REQUIREMENTS

From the Start Date of this Call-Off Contract, the Supplier shall comply with the current relevant Call-Off Standards as set out in Annex 7 (Applicable Standards) of this Order Form as amended or supplemented by any Statement of Work.

BUYER'S MANDATORY POLICIES

The Buyer does not currently have a stand-alone Environmental Policy.

The Supplier shall (and shall ensure the Supplier's employees, contractors and subcontractors shall) comply with the Buyer's mandatory policies detailed in the table at Annex 4 (Mandatory Policies) of this Order Form and as updated from time to time.

In the event of a difference between any Buyer's policy and Supplier's policy (or their Subcontractor's, policy), the Supplier agrees that the Buyer's policy shall take precedence, save where otherwise agreed in the table below or in a Statement of Work.

The following supplier's policy shall take precedence over the following Buyer's policies	
Buyer's Policy Title	Supplier's Policy Title

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



THE FOLLOWING JOINT SCHEDULES ARE UPDATED IN ACCORDANCE WITH THE OPTIONS IDENTIFIED AND SELECTED BELOW.

INSURANCES

Are additional insurances required in addition to that required by Joint Schedule 3 (Insurance Requirements)?	<input type="checkbox"/>

COMMERCIALLY SENSITIVE INFORMATION

Joint Schedule 4 (Commercially Sensitive Information)

For information, in addition to names and other sensitive information in this Order Form and the data already identified in Schedule 4, as a minimum the following schedules will be redacted from the published contract:

- Bidders responses to any initial Statements of Work (specifications and costs);
- Call-Off Schedule 4 (Call-Off Tender)
- Call-Off Schedule 5A Annex 1 (Call-Off Contract Prices)
- Call-Off Schedule 5A Annex 2 (Specific Technology Uplifts)
- Call-Off Schedule 25 (Ethical Walls Agreement)
- Call-Off Schedule 26 (Form of Licence)

Is there additional Commercially Sensitive Information in addition to that listed in Joint Schedule 4 (Supplier's Commercially Sensitive Information)?	<input type="checkbox"/>

SOCIAL VALUE COMMITMENT***Joint Schedule 5 (Corporate Social Responsibility)***

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 Joint Schedule 5 (Corporate Social Responsibility) as detailed below.

The Supplier agrees to comply with the Social Values in <i>Joint Schedule 5 (Corporate Social Responsibility)</i> .	<input checked="" type="checkbox"/>
The Supplier may but is <u>not</u> required to comply with the Social Values in <i>Joint Schedule 5 (Corporate Social Responsibility)</i> .	<input type="checkbox"/>

KEY SUBCONTRACTOR(S)***Joint Schedule 6 (Key Subcontractors)***

The Key Subcontractors are as set out in Annex 6 (Key Subcontractors) of this Order Form.

FINANCIAL DIFFICULTIES

Joint Schedule 7 (Financial Difficulties)

The following definitions supersede the definition of Monitored Company and Annex 1 of Joint Schedule 7 (Financial Difficulties).

“Monitored Company”	<p>means the Supplier, together with: (where marked as applicable below)</p> <ul style="list-style-type: none"> the Guarantor; <input type="checkbox"/> any Key Subcontractor. <input type="checkbox"/>
“Rating Agencies”	<p>██████████.</p> <p>The Buyer uses ██████████ as part of its assessment of the financial standing of the Supplier. In the event that the ██████████ credit report highlights concerns regarding the Supplier, the Buyer will use ██████████ to do a more comprehensive and qualitative assessment of the financial standing of the Supplier and for the purposes of Joint Schedule 7 (Financial Difficulties).</p> <p>Rating agency 2</p>

With regard to section 4 (What happens if there is a financial distress event) clause 4.2 shall, unless explicitly checked otherwise below, apply:

There are, or are likely to be, Key Subcontractors, etc. and clause 4.2 regarding CCS rights and remedies shall apply	<input checked="" type="checkbox"/>
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The following Credit Rating Thresholds replace Part 1: Current Rating within Annex 2 of Joint Schedule 7 (Financial Difficulties)



GUARANTEE***Joint Schedule 8 (Guarantee)***

Where the financial evaluation has indicated the need for a Deed of Guarantee, A Deed of Guarantee shall be agreed in accordance with the template at Joint Schedule 8 (Guarantee).

PROCESSING PERSONAL DATA***Joint Schedule 11 (Processing Data)***

Annex 5 (Processing Personal Data) of this Order Form shall be read in place of Annex 1 of Joint Schedule 11 (Processing Data). Joint Schedule 11 continues to apply in its entirety

GRANT OF THIRD PARTY RIGHTS TO CONTROLLERS***Joint Schedule 11 (Processing Data)***

The named third-party public-sector Controllers detailed in Annex 5 (Processing Personal Data) of this Order Form will not be granted CRTPA rights in relation to the Supplier's compliance with the Data Protection Legislation.	<input checked="" type="checkbox"/>
The named third-party public-sector Controllers detailed in Annex 5 (Processing Personal Data) of this Order Form will be granted CRTPA rights in relation to the Supplier's compliance with the Data Protection Legislation.	<input type="checkbox"/>

MAINTENANCE OF DATA PROTECTION RECORDS***Joint Schedule 11 (Processing Data)***

Obligation	Obligation Applies*
The Processor <u>shall maintain</u> complete and accurate records and information to demonstrate its compliance with Joint Schedule 11 (Processing Data) and Annex 5 (Processing Personal Data) of this Order Form.	<input checked="" type="checkbox"/>
The Processor <u>is not required</u> to maintain complete and accurate records and information to demonstrate its compliance with Joint Schedule 11 (Processing Data) and Annex 5 (Processing Personal Data) of this Order Form.	<input type="checkbox"/>
* this obligation can only be changed to 'No' (i) where the Processor employs less than 250 staff, and (ii) the Controller(s) under the Contract all agree the obligation can be disapplied in accordance with the criteria in paragraph 9 of Joint Schedule 11.	

THE FOLLOWING CALL-OFF SCHEDULES ARE UPDATED IN ACCORDANCE WITH THE OPTIONS IDENTIFIED AND SELECTED BELOW.

TRANSPARENCY REPORTS***Call-Off Schedule 1 (Transparency Reports)***

The following transparency reports shall apply to the Call-Off Contract.

Title	Content	Format	Frequency
Performance metrics	Summary of Service Level for each month during the preceding Quarter, including: <ul style="list-style-type: none">- Service Level Performance Measure;- Service Level Threshold Whether any Service Credits were owed	MS Word or Excel	Quarterly, when requested by the Buyer
Call-Off Contract Charges	Summary Charges under the Call-Off Contract for the preceding quarter	MS Word or Excel	Quarterly, when requested by the Buyer
Key Subcontractors and supply chain governance	Key Sub-Contractors utilised in the contract, including proportion of Call Off Contract Charges spent with sub-contractors	MS Word or Excel	Quarterly, when requested by the Buyer
Technical	N/A	N/A	N/A
Performance and underperformance management	Breakdown of resources used in delivery of the Services over previous quarter, including: <ul style="list-style-type: none">- Roles- Grade Days utilised	MS Word or Excel	Quarterly, when requested by the Buyer
Resource plans	N/A	N/A	N/A

STAFF TRANSFER
Call-Off Schedule 2 (Staff Transfer)

The Parties expectations as to the application of TUPE as at the agreement of this Health Order Form is set out below. In the unlikely event that TUPE does apply contrary to the expectation of the Parties, then Call-Off Schedule 2 (Staff Transfer) shall be deemed to apply notwithstanding the expectation of the parties set out below. In such an event, the Parties agree to co-operate with each other, applying the terms of Call-Off Schedule 2 (Staff Transfer), to plan and execute TUPE arrangements.

Parties joint understanding as to the application of TUPE	Applies?	Interpretation
There is a Staff Transfer from Buyer on entry (1 st generation)	<input type="checkbox"/>	If Yes, Part A of Call-Off Schedule 2 shall apply.
There is a Staff Transfer from former / incumbent supplier on entry (2 nd generation)	<input type="checkbox"/>	If Yes, Part B of Call-Off Schedule 2 shall apply.
There is both a 1 st and 2 nd generation Staff Transfer on entry.	<input type="checkbox"/>	If Yes, both Part A and Part B of Call-Off Schedule 2 shall apply.
<u>Pensions</u> - The following pensions shall apply to the Staff Transfer:	<input type="checkbox"/>	D1 (CSPS)
	<input type="checkbox"/>	D2 (NHSPS)
	<input type="checkbox"/>	D3 (LGPS)
	<input type="checkbox"/>	D4 Other Schemes (specify which ones)
	<input type="checkbox"/>	Not Applicable
There is no Staff Transfer (either 1 st or 2 nd generation) at the Start Date.	<input checked="" type="checkbox"/>	Part C of Call-Off Schedule 2 shall apply.
Part E of Call-Off Schedule 2 (Dealing with Staff Transfer on exit) shall apply to every Call-Off Contract.		

OFFSHORE WORKING

Call-Off Schedule 5A – Health Pricing Details and Expenses Policy

Non-UK Suppliers or Subcontractors are acceptable.	<input checked="checked" type="checkbox"/>
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Where non-UK Suppliers or Subcontractors are used, the applicable rate card(s) shall be appended to Call-Off Schedule 5A (Health Pricing Details and Expenses Policy) and Services provided by such Supplier Staff or Subcontractors shall be charged at rates no greater than those set out in the applicable rate card.

Non-UK Suppliers and Subcontractor rates are not permitted to be incorporated as part of a Call-Off Competition offer. Rates at time of competition must be based on supplying from the UK to the UK at and will be evaluated accordingly. As per the original Framework competition, Non-UK Suppliers are a value-added option which the Buyer may agree to take advantage of post contract award.

Where non-UK Subcontractors are used, the Supplier shall ensure it outlines its approach for offshore delivery in accordance with Joint Schedule 11 (Processing Data) and Call-Off Schedule 9A (Security).

KEY STAFF

Call-Off Schedule 7 (Key Supplier Staff)

The key staff applicable for each Statement of Work shall be detailed in the relevant agreed Statement of Work.

BUSINESS CONTINUITY AND DISASTER RECOVERY

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

The clause regarding provision of a BCDR Plan at least ninety (90) Working Days prior to the Start Date (clause 2.1) shall be amended according to the following:

Number of working days from the Call-Off Contract Start Date within which a BCDR Plan shall be delivered to the Buyer shall be as follows:	90 working days
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The minimum frequency of review of the BCDR Plan (and subsequent submission of the "Review Report" to the Buyer, as laid out under clause 6. (Reviewing and changing the BCDR Plan) shall be amended as follows:

The minimum frequency of review of the BCDR Plan by the Supplier shall be:	6 calendar Months
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BUYER'S SECURITY REQUIREMENTS
Call-Off Schedule 9A (Health Security)

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant security requirements set out in Call-Off Schedule 9A (Health Security) and any additional security requirements as detailed below.

Schedule 9A - Annex 2: Data Security by Design	<input checked="" type="checkbox"/>
Schedule 9A - Annex 3: Supplier's systems: Security Testing, Security Monitoring and Reporting Procedures	<input checked="" type="checkbox"/>
Schedule 9A - Annex 4: Information Security Management Document Set Template	<input type="checkbox"/>
Additional Security requirements will apply to this Call-Off Contract.	<input type="checkbox"/>
Document provided in Schedule 9A - Annex 2: Data Security by Design <i>Buyer's Security Requirements</i>	<input checked="" type="checkbox"/>

EXIT
Call-Off Schedule 10A (Health Exit Management)

The Supplier is required to provide a draft Exit Plan.	<input checked="" type="checkbox"/>
Within the specified months of the Start Date the Supplier shall provide the draft Exit Plan.	2

IMPLEMENTATION AND TRANSITION

The Parties agree an Implementation Plan is Required:	<input checked="" type="checkbox"/>
The Implementation Plan shall include Delay Payments:	<input type="checkbox"/>
Number of working days from the Call-Off Contract Start Date within which a further draft of the Implementation Plan shall be provided by the Supplier (unless agreed otherwise in writing by the Buyer)	tbc

See paragraph 3.1 of Part A of Call-Off Schedule 13A (Health Implementation Plan and Testing) for further information.

Transition Period and Plan

The Parties agree a Transition Plan is Required:	<input checked="" type="checkbox"/>
The Transition Plan forms part of the overall Implementation Plan. The Parties agree the Transition Period shall be for the following period:	tbc

See Call-Off Schedule 13A (Health Implementation Plan and Testing) paragraph 8.2

The Parties agree that Transition Period Progress meetings are required	<input type="checkbox"/>
The frequency of the Transition Period progress meetings shall be as follows:	Monthly

SERVICE LEVELS
Call-Off Schedule 14 (Service Levels)

The parties agree that Services Levels apply to the Deliverables:	<input type="checkbox"/>
The Service Credits apply to the Deliverables:	<input type="checkbox"/>
Critical Service Level Failure" means: specify	
Service Credit Cap means: specify	

BALANCED SCORECARD
Call-Off Schedule 15A (Health Supplier and Contract Management)

The Parties agree that a balanced scorecard shall apply to the Call-Off Contract	<input type="checkbox"/>
The Supplier shall provide a template balanced scorecard that meets the principles outlined in Procurement Policy Note 09/16: Procurement for Growth Balanced Scorecard (as updated), this number of months from the Call-Off Contract Start Date, for the Buyers review and approval.	Months

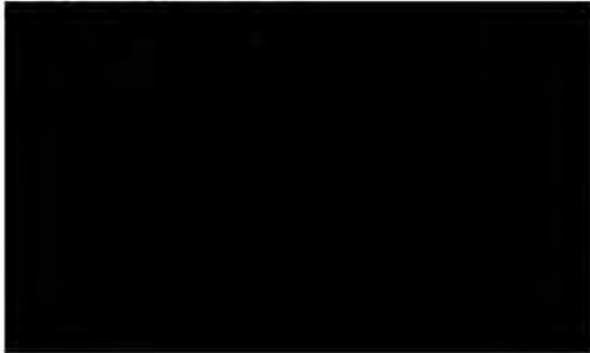
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Signatures below:

Signed by an authorised signatory for and on behalf of the Health and Social Care Information Centre (known as NHS Digital) (the '**Buyer**').

Buyer Signature



Signed by an authorised signatory for and on behalf of (the '**Supplier**').

Supplier Signature



Appendix 1

Each Statement of Work will have a unique SOW reference.

The naming convention for such SOWs shall be:

[Contract Ref] SOW[00] [SOW Title] (Spec) v0N. N[F/D] ddmmmyy

[Contract Ref] SOW[00] [SOW Title] (Costs) v0N.N[F/D] ddmmmyy

Where F is for Final and D is for Draft, e.g.

C12345 SOW01 My Statement of Work Title (Spec) V01.0F 29Sep21

1. STATEMENT OF WORK ("SOW") DETAILS	
<p>Upon execution, this SOW forms part of the Call-Off Contract (reference below).</p> <p>The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a variation to an existing SOW.</p> <p>All SOWs must fall within the Specification and provisions of the Call-Off Contract.</p> <p>The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.</p>	
SOW Reference:	insert SOW Reference
SOW Title:	insert SOW Title
SOW Version:	V1.0
SOW Status:	DRAFT or FINAL
Date of SOW:	Click or tap to enter a date.
Call-Off Contract Reference:	insert Call-Off Contract Reference
Variation Reference:	insert Variation Reference (e.g. Vnumber from Atamis)
Buyer Portfolio Number:	Insert Portfolio Code/s
Supplier:	Insert Name of Supplier
SOW Start Date:	This SOW shall commence on insert SOW Start Date
SOW End Date:	This SOW shall expire on insert SOW End Date, unless terminated earlier by either Party in accordance with the terms detailed in Clause 10 of the Call-Off Contract.
Duration of SOW:	insert Duration of SOW

2. BUYER ENDORSEMENTS		
Role	Name	Dated
Business		Dd mmm yyyy
Commercial		
Finance		
Legal (if needed)		

3. SOW CONTRACT SPECIFICATION - PROGRAMME CONTEXT						
Framework Services	The following Framework Services are incorporated within this Statement of Work					
	Service Provision		Main Service	Others		
	DevOps Services		<input checked="" type="checkbox"/>	<input type="checkbox"/>		
	Digital Definition Services		<input type="checkbox"/>	<input checked="" type="checkbox"/>		
	Build and Transition Services		<input type="checkbox"/>	<input type="checkbox"/>		
	End-to-End Development Services		<input type="checkbox"/>	<input checked="" type="checkbox"/>		
	Data Management (and similar) Services		<input type="checkbox"/>	<input type="checkbox"/>		
SOW Background	Insert reference back to the scope of the Call-Off to which this SOW relates.					
Delivery phase(s)	Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live.					
Overview of Requirement	Insert a text description of what is to be undertaken under cover of this SOW – provide the detail by reference to the milestones.					
Accountability Models	Please tick the single Accountability Model that shall be used under this Statement of Work:					
	Sole Accountability	<input type="checkbox"/>	Self Directed Team	<input type="checkbox"/>	Rainbow Team	<input type="checkbox"/>
Location/s	The Services outlined within this SOW will be delivered to: Primary Location:					
	If not exclusively at the Primary Location, please provide approximate split across other locations. This will be used to calculate blended rates:					
	Leeds	London	Home / Virtual	Loc 1	Loc 2	Loc 3
	%	%	%	%	%	%
	Offshore roles are permitted under this Statement of Work					<input type="checkbox"/>

4. HIGH LEVEL INDICATIVE HMRC IR35 DETERMINATION		
No	Statement	Mark
1.	The Buyer is requesting named individuals for the role/s and/or will not accept substitutes for the key individual/s; and/or	<input type="checkbox"/>
2.	The individual/s and or role/s will not be working to pre-agreed deliverable/increment milestones/service level agreements. e.g. they will be being directed as part of an integrated Buyer or Buyer appointed team (rainbow / blended); and/or	<input type="checkbox"/>
3.	The Buyer requires flexibility to quickly redeploy the individual/s and/or role/s for purposes other than agreed outcomes as priorities change; and/or	<input type="checkbox"/>
4.	The individual/s and/or role/s is/are being paid on a pure time and materials basis and are not carrying any financial risk to rectify/complete any agreed deliverables within the pre-agreed price; and/or	<input type="checkbox"/>
5.	The individual/s and/or role/s will require to manage resources (governance, financial, systems, or people) within the Buyer's organisation or for organisations other than their own (e.g. an officer of the company); and/or	<input type="checkbox"/>
6.	Other than mandatory training, the individual/s and/or role/s will require training by the Buyer in order to enable them to carry out their role/s.	<input type="checkbox"/>

For the purposes of HMRC IR35, for the individual/s and/or role/s covered by this determination (*strike out A, B, or C as appropriate e.g. struck out leaving one box clear*):

A. The individual/s and/or role/s is/are deemed to be **inside the scope of HMRC IR35** based on the checked criteria identified above (inside if any have been checked). As such it is required that the individuals pay full PAYE/NI for the work undertaken and therefore must not be working for a Personal Services Company (PSC) unless via an approved umbrella organisation. The individual/s must not be a material shareholder (over 5%) within the organisation being contracted with

B. None of the above criteria have been checked and the work consists of clearly defined deliverables which must be completed within the fixed / capped time and material budget agreed for the work ahead of execution and the individual/s and/or role/s are therefore **clearly fully outside the scope of HMRC IR35**

C. None of the criteria has been checked, but there is a degree of uncertainty and therefore a full HMRC CEST determination certificate is attached for each individual.

- The full HMRC CEST certificate states that the individual/s and/or role/s are **unambiguously outside the scope of HMRC IR35**.
- The full HMRC CEST determination is indeterminate or inside IR35 and the individual/s and/or role/s is/are considered to be **within the scope of HMRC IR35**. Such individual/s are required to pay full PAYE/NI contributions via appropriate employment / umbrella cover. Individuals shall not have a material share holding.

5. BUYER REQUIREMENTS – SOW DELIVERABLES

Insert overview of deliverables, if required, here

Milestone Ref	Milestone Description	Increment Included	Due date	Key Date
MS01	Insert high description title here. For the first milestone/s complete a detailed Increment Definition for each milestone	<input type="checkbox"/>	dd/mm/yyyy	<input type="checkbox"/>
MS02	Insert high level description here, Increment Definition to be completed as appropriate	<input type="checkbox"/>	dd/mm/yyyy	<input type="checkbox"/>
	<i>Copy from above</i>			

6. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS															
Delivery Plan	Insert detail if applicable														
Specific Transition and/or Implementation Plan Details	Include any SOW specific Transition and/or Implementation Plan details here														
Dependencies	Insert detail														
Responsibility Matrix	<table border="1"> <thead> <tr> <th>Activity (Responsible, Accountable, Consult, Inform)</th> <th>Buyer</th> <th>Supplier</th> <th>Other</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			Activity (Responsible, Accountable, Consult, Inform)	Buyer	Supplier	Other								
Activity (Responsible, Accountable, Consult, Inform)	Buyer	Supplier	Other												
Resource Plan	The resource plan is contained in the Pricing Model with the same name as this SOW with the suffix (Costs). Note that the Buyer resource profile, provided as guidance, is superseded by the Suppliers offer, once signed and accepted.														
Key Sub-Contractors	List of any Key Sub-Contractors														
Key Staff (Buyer)	List of named key Supplier staff and their roles														
Key Staff (Supplier)	List of named key Supplier staff and their roles														
Security Applicable to SOW	The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Call-Off Schedule 9A (Security) and as specifically amended here.														

6. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS	
Supplier and/or 3rd Party Intellectual Property	Unless specifically noted below the Supplier agrees that the Deliverables under this Statement of Work will not, in any way, be dependent on either Supplier or Supplier furnished 3 rd Party IPR
	<div> <div>One or more Deliverables under this Statement of Work will be dependent of Supplier and/or Supplier furnished 3rd Party IPR as detailed below</div> <div><input type="checkbox"/></div> </div>
	<div> <div>The specific IPR (and associated licence terms) are detailed in:</div> <div></div> </div>
Processing Data	This Statement of Work requires specific Data Processing arrangements
	<div> <div>This Statement of Work requires specific Data Processing arrangements</div> <div><input type="checkbox"/></div> </div>
	<div> <div>The specific arrangements are held in the document entitled:</div> <div></div> </div>
Standards Applicable to SOW	<p>From the Start Date of this Statement of Work, the Supplier shall comply with the relevant (and current as of the SOW Start Date) Standards as set out in Annex 3 of Framework Schedule 1 (Specification) and optional additional standards incorporated in Health Order Form Annex 7 (Applicable Standards).</p> <p>The Buyer requires the Supplier to comply with the following additional Standards requirements for this Statement of Work: [insert]</p>

6. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS				
Statement of Work Specific Contract Management Requirements	Except as specifically noted and/or supplemented below, the SOW Management Related Information contained in Annex 1 of Call-Off Schedule 15A (Health Supplier and Contract Management) shall apply.			
	<table border="1"> <tr> <td>This Statement of Work has specific SOW Management Related Information Requirements (as identified below)</td> <td><input type="checkbox"/></td> </tr> </table>	This Statement of Work has specific SOW Management Related Information Requirements (as identified below)	<input type="checkbox"/>	
	This Statement of Work has specific SOW Management Related Information Requirements (as identified below)	<input type="checkbox"/>		
<table border="1"> <tr> <td>1</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>	1			
1				

7. CHARGES							
Call Off Contract Charges	<p>The applicable charging method(s) for this SOW is (check one):</p> <table border="1"> <tr> <td>Capped Time and Materials</td> <td><input type="checkbox"/></td> <td>Fixed Price</td> <td><input type="checkbox"/></td> <td>Incremental Fixed Price</td> <td><input type="checkbox"/></td> </tr> </table> <p>The estimated maximum value of this SOW (irrespective of the selected charging method) as detailed in the related resource / cost model (document with the same name but with (Costs) instead of (Spec).</p> <p>The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.</p>	Capped Time and Materials	<input type="checkbox"/>	Fixed Price	<input type="checkbox"/>	Incremental Fixed Price	<input type="checkbox"/>
Capped Time and Materials	<input type="checkbox"/>	Fixed Price	<input type="checkbox"/>	Incremental Fixed Price	<input type="checkbox"/>		
Financial Model	The financial model is contained in the Pricing Model extract contained in the separate document named the same as this SOW with the suffix (Costs).						
Reimbursable Expenses	Expenses are not applicable to this Call-Off. Expenses should be built into the Call-Off rates provided within Call-Off Schedule 5A – Annex 1 Call-Off Contract Prices.						

8. VARIATIONS TO TERMS	
Statement of work specific variations to Terms	

9. TERMINATION	
Notice period for termination for convenience	<p>9.1 Without prejudice to the rights and liabilities of the parties under Clause 10 (Ending the contract or any subcontract) of the Core Terms, and subject to the provisions of paragraph 9.2 of this SOW below, the Buyer has the right to terminate this Statement of Work at any time without reason and without compensation or costs by giving the Supplier not less than 30 days' written notice.</p> <p>9.2 Where the Buyer exercises its rights to terminate this SOW in accordance with paragraph 9.1 above, the provisions of Clause 10.6 of the Core Terms will apply to the termination of this SOW and the Deliverables under it in the same way such apply to termination of the Call-Off Contract under Clause 10.2.2 of the Core Terms.</p>

10. SIGNATURES AND APPROVALS

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into **Error! Reference source not found.** of the Order Form and incorporated into the Call-Off Contract and be legally binding the Parties:

Signed by an authorised signatory for and on behalf of the Health and Social Care Information Centre (known as NHS Digital) (the '**Buyer**').

[Insert buyer anchor text]

Signed by an authorised signatory for and on behalf of (the '**Supplier**').

[Insert supplier anchor text]

FINAL

Forecast Start Date	28 Sep 2021
Forecast End Date	28 Sep 2021

ACQ1 National	ACQ2 London	ACQ3 Leeds	ACQ4 National Home
0%	0%	60%	40%

Role No	Response										
	ACQ11A DDat Role	ACQ11X Start Week No	ACQ11B Person-Days	ACP11X Offshore Loc.	ACQ11C Name of Proposed Individual	ACQ11D Day Rate (by Supplier)	ACQ11E Technology Premium (if applicable)	ACQ11F Employment Status	Premium	Gross Rate	Cost (Days * Rate)
01						£ -				£ -	£ -
02						£ -				£ -	£ -
03						£ -				£ -	£ -
04						£ -				£ -	£ -
05						£ -				£ -	£ -
06						£ -				£ -	£ -
07						£ -				£ -	£ -
08						£ -				£ -	£ -
09						£ -				£ -	£ -
10						£ -				£ -	£ -
11						£ -				£ -	£ -
12						£ -				£ -	£ -
13						£ -				£ -	£ -
14						£ -				£ -	£ -
15						£ -				£ -	£ -
16						£ -				£ -	£ -
17						£ -				£ -	£ -
18						£ -				£ -	£ -
19						£ -				£ -	£ -
20						£ -				£ -	£ -
21						£ -				£ -	£ -
22						£ -				£ -	£ -
23						£ -				£ -	£ -
24						£ -				£ -	£ -
25						£ -				£ -	£ -
26						£ -				£ -	£ -
27						£ -				£ -	£ -
28						£ -				£ -	£ -
29						£ -				£ -	£ -
30						£ -				£ -	£ -
31						£ -				£ -	£ -
32						£ -				£ -	£ -
33						£ -				£ -	£ -
34						£ -				£ -	£ -
35						£ -				£ -	£ -

Call-Off Ref:

BUY8A3 Version: 1.0

BUY8A4 Dated: 28 Sep 2021

ACQ1 National	ACQ2 London	ACQ3 Leeds	ACQ4 National Home
0%	0%	60%	40%

Total Number of Person Days: _____

ACR4 Net Cost: £ -

With Out of Hours [ACR4*(1+BUY8X)]: £ -

ACQ11H Risk Premium (Cap): 0%

ACRS Total SOW Cost: £ -

Average Day Rate: £0.00

	Other SOW related information		
Ref	Nature of Information	Options	
BUY8JA	SOW Pricing Model	Capped T&M	
BUY8JB	Accountability Model	Rainbow Team	
BUY8JC	Outcome based	Resource Augmentation	
BUY8JD	Inside/Outside IR35	Inside IR35	
INF8P	Number of roles > [REDACTED]	0	out of: 0

Total: £

C12345 SOW03 (Costs) V01.00 28Sep21
RM6221 Version 4.0 (NHSD)
Call-Off Ref:

C12345

BUY8A2 SOW Title:
Supplier:
BUY8A3 Version: 1.0

BUY8A4 Dated: 28 Sep 2021

Forecast Start Date	28 Sep 2021
Forecast End Date	28 Sep 2021

ACQ1 National	ACQ2 London	ACQ3 Leeds	ACQ4 National Home
0%	0%	60%	40%

Role No	Response										
	ACQ11A DDat Role	ACQ11X Start Week No	ACQ11B Person-Days	ACP11X Offshore Loc.	ACQ11C Name of Proposed Individual	ACQ11D Day Rate (by Supplier)	ACQ11E Technology Premium (if applicable)	ACQ11F Employment Status	Premium	Gross Rate	Cost (Days * Rate)
ACQ11G	The Bidder should document Outstanding Risks / Assumptions here. Only list assumptions which potentially affect the cost of the SOW										
R1											
R2											
R3											
R4											
R5											
R6											
R7											
R8											
R9											
R10											

Framework Schedule 6A Annex 3 Special Terms

The following special terms are applied to this call-off.

Unless explicitly listed below or as superseded by the order of precedence documented within the main body of the Order Form, terms shall be as published on the Crown Commercial Services RM6221 Digital Capability for Health web site under Documentation (the version being as listed below and in the table of schedules contained within the body of Order Form.

Clarifications to Core Terms

Other than header and footer changes, corrections to version numbers , the Core Terms held on the CCS RM6221 web site apply except as explicitly noted below

CT	RM6221 DCfH Core Terms				V3.0.9
No.	Reference	Type	Date	Description	
1	Clause 14.1 Data protection	C	28 Oct 21	Clause 14.1 shall be amended from ... 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data). to ... 14.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Joint Schedule 11 (Processing Data) and Health Order Form Annex 5 (Processing Personal Data) which enacts Annex 1 of Joint Schedule 11.	
2	Clause 15 Confidentiality	A	29 Sep 21	The following wording shall be inserted as a new clause 15.8 in the core terms. 15.8 Notwithstanding Framework Clause 15, a Recipient Party may use any techniques, ideas or Know-How gained during the performance of a Call Off Contract in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.	

Health Order Form Annex 3 Special Terms

Call-Off Ref: C102316 PD - DSA Collection and Process

Clarifications to Joint Schedules

Other than header and footer changes, corrections to version numbers and/or additional guidance (usually removed prior to issue), the Joint Schedules held on the CCS RM6221 web site shall apply except as explicitly noted below:

J01		Joint Schedule 1 (Definitions)			V3.8
No.	Reference	Type	Date	Description	
1	Definition	A	29 Sep 21	The following definition shall be added to Joint Schedule 1 (Definitions) “ wilful misconduct ” means a deliberate and wrongful act or omission by the Supplier or its Subcontractors or agents who intend that in so acting, or omitting to do something, to cause harm to the Buyer.”	
2	Definition	A	07 Nov 21	The following definition shall be added to Joint Schedule 1 (Definitions) “ Framework Terms ” means the Core Terms, the Framework Schedules, the Joint Schedules and Call-Off Schedules and any annexes thereto”	

Alterations to Published Call-Off Schedules

The purpose of this part of this annex is to highlight any material differences between the Call-Off Schedules issued as part of this Order Form compared with those published on the CCS RM6221 web-site.

C05A		Call-Off Schedule 5A (Health Pricing Details and Expenses Policy)			V3.0.2
No.	Reference	Type	Date	Description	
1	Annex 1 Call-Off Contract Prices	A	30 Sep 21	Example rates table included as Annex 1 has been replaced by an extract from the Pricing Model and the actual rate table now included as a standalone file. A separate stand-alone file version of Bidders rates table from the Pricing Model now forms Annex 1	
2	Annex 2 Exceptional Technology Adjustments	A	30 Sep 21	Example Exceptional Technology Adjustments table included as Annex 2 has been replaced by an extract from the Pricing Model and the actual rate table now included as a standalone file. A separate stand-alone file version of Bidders Exceptional Technology Adjustments table from the Pricing Model now forms Annex 2.	

C13A		Call-Off Schedule 13A (Health Implementation Plan and Testing)			V3.2.2
No.	Reference	Type	Date	Description	
2	Annex 4 Product Backlog Item List	D	06 Oct 21	Annex 4 has been removed (as duplication for what is described in Call-Off Schedule 20 (Call-Off Specification) under Annex 4. Product Backlog Item List	

Health Order Form Annex 4 Buyer's Mandatory Policies

Buyer's Mandatory Policies Table:

Universal Policies (Policies that apply to all employees in all circumstances)	Contactors In-scope	Contactors Out of-scope	External Supplier	Temporary Staff	Work Package Outcomes	Work Package Augmentation
	Ind	Ind	Org	Ind	Org	Org Mandated
Mandatory Corporate Policies						
Confidentiality	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	All staff on rate equivalent to Grade 8d or above to annually review and accept this policy	Rate equivalent to Grade 8d or above Mandated otherwise to be aware
Code of Business Conduct	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	Rate equivalent to Grade 8d or above Mandated otherwise to be aware	Rate equivalent to Grade 8d or above Mandated otherwise to be aware
The Register of Interest Policy	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	Rate equivalent to Grade 8d or above Mandated otherwise to be aware	Rate equivalent to Grade 8d or above Mandated otherwise to be aware
Acceptable Use of ICT and User Obligations	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	Rate equivalent to Grade 8d or above Mandated otherwise to be aware	Rate equivalent to Grade 8d or above Mandated otherwise to be aware
Hospitality & the Receipt of Gifts Policy	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	Rate equivalent to Grade 8d or above Mandated otherwise to be aware	Rate equivalent to Grade 8d or above Mandated otherwise to be aware

Health Order Form Annex 4 (Buyer's Mandatory Policies)

Call-Off Ref:C102316 PD - DSA Collection and Process

Universal Policies (Policies that apply to all employees in all circumstances)	Contactor In-scope	Contactor Out of-scope	External Supplier	Temporary Staff	Work Package Outcomes	Work Package Augmentation
	Ind	Ind	Org	Ind	Org	Org Mandated
NHS Digital Counter Fraud Policy	Annual review and acceptance required	Must be aware	Must be aware	Annual review and acceptance required	Rate equivalent to Grade 8d or above Mandated otherwise to be aware	Rate equivalent to Grade 8d or above Mandated otherwise to be aware
Other Policies						
Bring Your Own Device Policy	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Commercial Policy	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Equality and Diversity Policy	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Health and Safety Policy	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
IT Operations	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Modern Slavery and Human Trafficking	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
HR Organisation & Tran sformation (People and Workforce)	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Staff Vetting Procedures	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware
Travel and Expenses	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware	Must be aware

Health Order Form Annex 5 Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

1.1 The contact details of the Relevant Authority's Data Protection Officer are:
[REDACTED] email: nhsdigital.dpo@nhs.net

1.2 The contact details of the Supplier's Data Protection Officer are:
[REDACTED]

The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.3 Any such further instructions shall be incorporated into this Annex.

The data processing arrangements below are the best guess position of both Parties at contract execution stage. As and when the relevant DPIAs are finalised, the buyer reserves the right to review and update this Annex 1.

Details as applicable:

Description	Details
<p>Identity of Controller for each Category of Personal Data</p>	<p>NHS Digital is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with Paragraph 2 to Paragraph 15 and for the purposes of the Data Protection Legislation, NHS Digital is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>Any information accessed on NHS Digital systems as part of the Services, including:</p> <ul style="list-style-type: none"> • Patient / citizen: demographics data: NHS number, name, address, postcode, language preferences and contact information relation to subjects. • Patient / citizen: clinical data: NHS number, details of subject's health, historic information regarding subject's health. • NHS Digital staff information • Wider NHS staff information <p>Further details of the information assets hosted on the listed platforms are detailed in the NHS Digital Unified Registry. To note, NHS Digital may solely be a processor to another government controller, and in which case the Supplier shall remain NHS Digital's processor (i.e., a sub-processor).</p>
<p>The Parties are Independent Controllers of the following Personal Data</p>	<p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • business contact details of Supplier Personnel for which the Supplier is the Controller, • business contact details of any directors, officers, employees, agents, consultants and contractors of NHS Digital named in the Contract (excluding the Supplier Personnel), that are engaged in the performance of the NHS Digital duties under the Contract) for which the NHS Digital is the Controller (and their replacements).

Health Order Form Annex 5 (Processing Personal Data)

Call-Off Ref: C102316 PD - DSA Collection and Process

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Description	Details
Duration of the Processing	<p>For the duration of the Contract only.</p> <p>Save for data specified above where the Parties are specified as 'Independent Controllers', where each Party shall retain post Contract for their own business purposes.</p>
Nature and purposes of the Processing	<p>The purpose of the Processing is:</p> <ul style="list-style-type: none">• the delivery of all of NHS Digital platforms day-to-day operations (running the service including incident management utilising NHS Digital's Service Management toolkit);• ongoing maintenance within agreed service level agreements to maintain 24x7x365 user availability;• the development and safe delivery of transformation activity into live service from NHS Digital's prioritised backlog and from other transformation drivers. <p>The nature of the Processing may include activities such as:</p> <ul style="list-style-type: none">• collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation,• use, alignment or combination, restriction,• modification of data, <p>The following processing activities shall not occur unless specifically required in writing by NHS Digital:</p> <ul style="list-style-type: none">• disclosure by transmission, dissemination or otherwise making available;• erasure or destruction of entire data set (whether or not by automated means) etc.

Health Order Form Annex 5 (Processing Personal Data)

Call-Off Ref: C102316 PD - DSA Collection and Process

Crown Copyright 2021

Description	Details
Type of Personal Data	<p>NHS Digital information assets include datasets relating to employees, NHS staff, patients and the public, including the following broad categories:</p> <ul style="list-style-type: none">• Patient / citizen: demographics information, NHS number, name, address, postcode, date of birth, NI number, telephone number, email address, access and language preferences.• Patient / citizen: security and logon information.• Patient / citizen: clinical information, images, biometric data, clinical data (current and historic), communications.• NHS Digital staff: pay, contact details, employment information, logon and security information.• Wider NHS Staff: contact details, employment information, logon and security information, security information.• Supplier staff providing systems and services to NHS Digital and the wider NHS: business contact information, educational achievement, security information. <p>Further details of the information assets hosted on the listed platforms are detailed in the NHS Digital Unified Registry.</p>
Categories of Data Subject	<p>Dependant on the platform, categories of data subject include:</p> <ul style="list-style-type: none">• NHS Digital staff (including volunteers, agents, and temporary workers).• Wider NHS staff (including volunteers, agents, and temporary workers).• Patients / citizens: residents of England, Wales,, Scotland and Northern Ireland. Supplier staff providing systems and services to NHS Digital and the wider NHS. <p>Manufacturing inventory and product details, including some commercially sensitive data.</p>

Health Order Form Annex 5 (Processing Personal Data)

Call-Off Ref:C102316 PD - DSA Collection and Process

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Description	Details
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<p>The personal data will remain on NHS Digital controlled platforms and subject to NHS Digital security. No data will be removed by the Supplier from the NHS Digital controlled platforms.</p> <ul style="list-style-type: none">• Save that the Supplier may retain the business contact details of any directors, officers, employees, agents, consultants and contractors of NHS Digital named in the Contract (excluding the Supplier Personnel), that are engaged in the performance of the NHS Digital duties under the Contract) for which the NHS Digital is the Controller (and their replacements).• Save that NHS Digital may retain the business contact details of Supplier Personnel for which the Supplier is the Controller.

[illegible]

Order Form (Applicable Standards)

Call-Off Ref: C102316 PD - DSA Collection and Process

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Order Form (Applicable Standards)

Annex 3 of Framework Schedule 1 (Specification) lists the Standards which generally apply to digital work within the Health environment. However, there may be additional standards which apply specifically to the Call-Off Competition (and/or to individual Statements of Work). The following table highlights those which are specifically incorporated (over and above those listed at the framework level) as part of this contract:

Standard	Applies
COMMERCIAL STANDARDS	
BS ISO 22301 Business Continuity Accreditation certificate or Evidence of a robust Business Continuity and Disaster Recovery Plan	<input checked="" type="checkbox"/>
NHS IT Contracting Model	<input type="checkbox"/>
ISO 14001 Environmental Management	<input type="checkbox"/>
BS9997 Fire Risk Management Systems compliance	<input type="checkbox"/>
Compliance with Waste Electrical and Electronic Equipment Directive (WEEE Directive 2012/19/EU)	<input type="checkbox"/>
Compliance with Directive 2007/47/EC where a product contains phthalates, this must be indicated on the packaging of the product in line with the Directive.	<input type="checkbox"/>
Compliance with Restriction of the use of certain hazardous substances in electrical and electronic equipment directive (RoHS 2 Directive 2011/65/EU)	<input type="checkbox"/>
Compliance with the Sanctions, Embargoes and Restrictions government policy	<input type="checkbox"/>
ISO 50001 Energy Management Systems compliance or accreditation	<input type="checkbox"/>
Compliance with EU Code of Conduct	<input type="checkbox"/>
Compliance with the NHS Network QoS (Quality of Service) Policy	<input type="checkbox"/>
Supplier code of conduct	<input type="checkbox"/>
...	<input type="checkbox"/>

Order Form (Applicable Standards)

Call-Off Ref: C102316 PD - DSA Collection and Process

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Standard	Applies
INFORMATION GOVERNANCE, DATA SECURITY AND QUALITY STANDARDS	
ISO 9001:2015 Quality management systems certification or an equivalent recognised quality management system (QMS) certification	<input checked="" type="checkbox"/>
BS ISO 22301:2012 Societal security – Business Continuity management systems – Requirements	<input checked="" type="checkbox"/>
BS ISO 27001:2013 Information and Data Security	<input checked="" type="checkbox"/>
BS ISO/IEC 27002:2013 Information technology — Security techniques — Code of practice for information security controls	<input checked="" type="checkbox"/>
Cyber Essentials	<input checked="" type="checkbox"/>
Cyber Essentials Plus	<input checked="" type="checkbox"/>
National Data Guardian's Data 10 Security Standards compliance https://www.ncsc.gov.uk/guidance/10-steps-cyber-security	<input checked="" type="checkbox"/>
Demonstrate compliance with all mandatory assertions in the NHS Data Security and Protection Toolkit (DSPT) for the relevant organisation type.	<input checked="" type="checkbox"/>
BS 10008:2014 Evidential Weight and Legal Admissibility of Electronic Information (Code of Practice) - Accreditation	<input type="checkbox"/>
BS ISO 15489-1:2016 Information and Documentation Records Management compliance	<input type="checkbox"/>
BS7858:2012 Security Screening of Individuals Employed in a Security Environment (Code of Practice) compliance	<input type="checkbox"/>
BS EN 15713:2009 Secure Destruction of Confidential Material (Code of Practice) certification	<input type="checkbox"/>
Compliance / accreditation to NHS and social care data: off-shoring and the use of public cloud services guidance	<input type="checkbox"/>
...	<input type="checkbox"/>

Order Form (Applicable Standards)

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Standard	Applies
DEVELOPMENT AND DESIGN STANDARDS	
BS ISO/IEC 12207:2017 Systems and software engineering.	<input checked="" type="checkbox"/>
BS 8878:2010 Web accessibility. Code of Practice.	<input checked="" type="checkbox"/>
Open Standards: "Open Standards Principles 2018: For software interoperability, data and document formats in government IT specifications" (which can be found at https://www.gov.uk/government/publications/open-standards-principles) and any supplementary or replacement government guidance.	<input checked="" type="checkbox"/>
Adopted Open Standards as detailed on the Standards Hub https://www.gov.uk/government/publications/open-standards-for-government	<input checked="" type="checkbox"/>
Web Content Accessibility Guidelines (WCAG) 2.0 to level AA; or WCAG 2.1, (as updated pursuant to the Public Sector Bodies (Websites and Mobile Applications) Accessibility Regulations 2018).	<input checked="" type="checkbox"/>
Compliance with MHRA medical device standards where the Solution is considered by the supplier to be a medical device.	<input type="checkbox"/>
Compliance with BS EN 60601-1-2:2015 Medical Electrical Equipment	<input type="checkbox"/>
BS EN 80601-2-30:2010+A1:2015 Medical Electrical Equipment compliance - Product must be registered / approved with the British and Irish Hypertension Society and meet at least one of the following testing standards: • ESH International Protocol 2002 (IP1)	<input type="checkbox"/>
Safety Data Sheets (SDS) for all products that fall under REACH (Registration, Evaluation, Authorisation and restriction of Chemicals) 2007 – more specifically, a SDS must be provided if a substance or a mixture supplied is classified as hazardous under t	<input type="checkbox"/>
The International Software Testing Standard - ISO/IEC/IEEE 29119 is a guide to suppliers on what level of quality NHS Digital expects from software development testing.	<input type="checkbox"/>
Compliance with Medical Devices Directive 93/42/EEC. All products must have their CE marking evident on the product and/or packaging. Class IIa Medical Device	<input type="checkbox"/>
Compliance with Directive 2006/95/EC (as amended and replacing Directive 73/23/EEC) for electrical equipment designed for use within certain voltage limits.	<input type="checkbox"/>
Compliance with Electromagnetic Compatibility Directive 2004/108/EC	<input type="checkbox"/>
BS EN 50600 series; - Building construction - Power Distribution accreditation - Environmental Control - Telecommunications cabling infrastructure - Security Systems - Management and operational information - Overview of and general requirements for key	<input type="checkbox"/>
BS EN 50131-1:2006 intrusion and hold-up alarm systems (I&HAS) compliance	<input type="checkbox"/>
Encryption Accredited to FIPS 140-2 and have received Augmented Grade Commercial Product Assurance (CPA) accreditation.	<input type="checkbox"/>
...	<input type="checkbox"/>

Order Form (Applicable Standards)

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Standard	Applies
HEALTH RELATED INFRASTRUCTURE AND SERVICE STANDARDS	
NHS Service Standards (and references therein): http://service-manual.nhs.uk/service-standard	<input checked="" type="checkbox"/>
The NHS digital, data and technology standards and clinical information standards as set out in this link and associated pages (as updated from time to time): http://digital.nhs.uk/about-nhs-digital/our-work/nhs-digital-data-and-technology-standards	<input checked="" type="checkbox"/>
The Health and Social Care Network (HSCN)	<input type="checkbox"/>
SPINE	<input type="checkbox"/>
Care Identity Service	<input type="checkbox"/>
NHS Identity OpenID Connect:	<input type="checkbox"/>
NHS Identity OAUTH2:	<input type="checkbox"/>
NHS Identity FIDO2:	<input type="checkbox"/>
The e-RS (e-Referral Service)	<input type="checkbox"/>
...	<input type="checkbox"/>
INFRASTRUCTURE STANDARDS	
DCB0129 compliance - Clinical Safety Risk assessment	<input type="checkbox"/>
DCB01260 compliance - Clinical Safety Case	<input type="checkbox"/>
Health and Social Care email services must be designed in accordance with the principles of DCB 1596 secure email standard.	<input type="checkbox"/>
...	<input type="checkbox"/>
INTEROPERABILITY STANDARDS	
Use the SNOMED CT Standard as defined by SNOMED International. SNOMED CT (SCCI 0034) and the NHS Digital Terminology Service.	<input type="checkbox"/>
Registration and accreditation with NHSx Digital Technology Assessment Criteria (DTAC) or evidence registration has commenced with an aim to obtain accreditation by 31st December 2021 or by the latest 31st March 2022	<input type="checkbox"/>
Interoperability must comply with relevant NHS Digital Interoperability Standards	<input type="checkbox"/>
Fast Healthcare Interoperability Resources (FHIR) standards developed by HL7.	<input type="checkbox"/>
...	<input type="checkbox"/>

Order Form (Applicable Standards)

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Standard	Applies
CLINICAL INFORMATION STANDARDS	
Compliance with ICD-10 (International Statistical Classification of Diseases and Related Health Problems) where ICD encoding is required	<input type="checkbox"/>
Compliance with OPCS-4 standard where OPCS encoding is required (the statistical classification for clinical coding of hospital interventions and procedures undertaken by the NHS).	<input type="checkbox"/>
Compliance with Access to Health Records Act (1990) in respect of Information Governance.	<input type="checkbox"/>
Compliance with NHS Act 2006 (Section 251) (previously Section 60 of the Health and Social Care Act 2001) in respect of Information Governance.	<input type="checkbox"/>
Compliance with NHS (Venereal Diseases) Regulations (1974) in respect of Information Governance.	<input type="checkbox"/>
Compliance with NHS Data Dictionary and Manual in respect of Information Governance.	<input type="checkbox"/>
Compliance with Records Management - NHS Code of Practice (DHSC) in respect of Information Governance.	<input type="checkbox"/>
Compliance with NIST Cryptography Standards in respect of Information Governance.	<input type="checkbox"/>
Compliance with ISB 0149 NHS Number Standard	<input type="checkbox"/>
Compliance with ISB 1077 - AIDC for Patient Identification where Automatic identification and data capture (AIDC) is used	<input type="checkbox"/>
Compliance with ISB 0108 - AIDC Automatic Identification and Data Capture where Automatic identification and data capture (AIDC) is used	<input type="checkbox"/>
...	<input type="checkbox"/>

Order Form (Supplier Inputs)

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Order Form (Supplier Inputs)

CALL-OFF REFERENCE: **C1023166**

THE SUPPLIER: [Mastek]

SUPPLIER ADDRESS: [Pennant House, 2 Napier Court, Napier Road,
Reading RG1 8BW]

REGISTRATION NUMBER: 02731277) [

[REDACTED]

[REDACTED]

DATE OF ISSUE: **11 August 2022**

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

KEY SUBCONTRACTOR(S)

Refer to Call-Off Special Schedule 31 (Key Subcontractors).

COMMERCIALLY SENSITIVE INFORMATION

Is there additional Commercially Sensitive Information in addition to that listed in Joint Schedule 4 (Supplier's Commercially Sensitive Information)?	<input type="checkbox"/>

Order Form (Supplier Inputs)

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FINANCIAL DIFFICULTIES

The following definitions supersede the definition of Monitored Company and Annex 1

Definition of Monitored Company	[Enter definition here]
Rating Agencies	██████████ (used in addition to ██████████) [Rating agency 2]

Signed by an authorised signatory to sign for and on behalf of the Supplier

Supplier Representative:	
Supplier Position:	
Supplier Signature:	
