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DPS Schedule 6 (Order Form Template and Order Schedules)

Order Form

ORDER REFERENCE:	C230831
THE BUYER:	NHS England
BUYER ADDRESS	7 Wellington Pl, Whitehall Rd, Leeds LS1 4AP
THE SUPPLIER:	KPMG LLP
SUPPLIER ADDRESS:	15 Canada Square, Canary Wharf, London, E14 5GL
REGISTRATION NUMBER:	0C301540
DUNS NUMBER:	42-391-6167

APPLICABLE DPS CONTRACT

This Order Form is for the provision of the Deliverables and dated 15/05/24. It's issued under the DPS Contract with the reference number RM3764iii for the provision of Cyber Security Services.

The Parties intend that this Order Form will not oblige the Buyer to buy or the Supplier to supply Deliverables. The Parties agree that when a Buyer seeks Deliverables from the Supplier under the Order Contract, the Buyer and Supplier will agree and execute hours purchases (in the form of the template set out in Appendix 1 to this DPS Schedule 6 (Order Form Template and Order Schedules)).

Upon the execution of each individual hours purchased(s) it shall become incorporated into the Order Contract.

If any hours pre purchased remain at the end of the contract these will not be chargeable to the customer.

ORDER INCORPORATED TERMS

The following documents are incorporated into this Order Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

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1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM3764iii
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM3764iii
 - 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 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)

 - Order Schedules for RM3764iii
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 4 (Order Tender)
 - Order Schedule 5 (Pricing Details)
 - Order Schedule 7 (Key Supplier Staff)
 - Order Schedule 8 (Business Continuity and Disaster Recovery)
 - Order Schedule 9 (Security) Part B
 - Order Schedule 15 (Order Contract Management)
 - Order Schedule 20 (Order Specification)
4. CCS Core Terms (DPS version)
5. Joint Schedule 5 (Corporate Social Responsibility) RM3764iii
6. Order Schedule 4 (Order Tender) as long as any parts of the Order Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.
7. Annex 1 – SOW 1

No other Supplier terms are part of the Order Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

ORDER SPECIAL TERMS

The following Special Terms are incorporated into this Order Contract:

The Core Terms shall be amended with deletions scored-through and insertions underlined as follows:

Special Term 1: Cyber Security Requirements

The following wording shall be included as a new **Clause 3.4 (What needs to be delivered)** of the Core Terms:

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“The Supplier warrants that it has complied with and throughout the Contract Period will continue to comply with the Cyber Security Requirements. The “Cyber Security Requirements” means:

- a) *compliance with the data security and protection toolkit (DSP Toolkit), an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian’s 10 data security standards and supports key requirements of the GDPR, which can be accessed from <https://www.dsptoolkit.nhs.uk/>, as may be amended or replaced by the Buyer or the Department of Health and Social Care from time to time;*
- b) *[NHS England to identify any other compulsory requirements (e.g. the template cyber security schedule) and list them here];*
- c) *such requirements as are identified by the Buyer in its Security Policy (if applicable); and*

Special Term 2: Supplier Staff

The following wording shall be included as a new **Clause 7.6 (Supplier Staff)** of the Core Terms of the Order Contract:

“7.6 Notwithstanding that Order Schedule 9 (Security) has not been wholly incorporated into this Order Form under the section headed “ORDER INCORPORATED TERMS”, Paragraph 3.4.3 of Part B of Order Schedule 9 (Security) shall apply to this Order Form in any event.”

Special Term 3: Intellectual Property Rights (IPRs)

Clause 9.1 (Intellectual Property Rights) of the Core Terms shall be deleted and replaced with:

9.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier’s Existing IPR to enable it to both:

- receive and use the Deliverables
- make use of the deliverables provided by a Replacement Supplier

Special Term 4: **Clause 10.3.2 (Ending the Contract without a reason)** shall be amended as follows:

“Each Buyer has the right to terminate their Order Contract at any time without reason or liability by giving the Supplier not less than 90 days’ written notice and if it’s terminated Clause 10.5.2 to 10.5.7 applies. Without prejudice to Clause 10.3.3., the

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Buyer shall have no liability in respect of any costs incurred by the Supplier arising from such termination."

Special Term 5: A new **Clause 10.3.3 (Ending the Contract without a reason)** shall be inserted as follows:

"The Parties acknowledge and agree that the:

(a) Buyer's right to terminate under Clause 10.3.2 is reasonable in view of the subject matter of the Order Contract and the nature of the Deliverables being provided.

(b) Order Contract Charges paid during the notice period given by the Buyer in accordance with Clause 10.3.2 are a reasonable form of compensation and are deemed to fully cover any avoidable costs or losses incurred by the Supplier which may arise (directly or indirectly) as a result of the Buyer exercising the right to terminate under Clause 10.3.2."

Special Term 7: **Clause 14.4 (Data Protection)** shall be amended as follows:

"The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that, where specified by the relevant Buyer in the Order Form, complies with the Security Policy and any applicable Security Management Plan."

Special Term 8: **Data Protection Impact Assessment Delivery and Assistance**

The following wording shall be included as a new **Clause 14.12 (Data Protection)** of the Core Terms:

"14.12.1 Without limitation to the obligations as set out in Joint Schedule 11 (Processing Data) and the Order Form, the Supplier shall provide a draft Data Protection Impact Assessment as a part of the Order Procedure for each Deliverable under the Contract.

14.12.2 The Supplier shall update the Data Protection Impact Assessment to be complete for the agreed Deliverables and meeting all Law, prior to the Start Date of the Contract. The Supplier shall be responsible for updating the Data Protection Impact Assessment at each material change of the Deliverables (including but not limited to each release of new software) and following any Variation."

Special Term 9: New **Clauses 23.7 and 23.8 (Transferring responsibilities)** shall be inserted into the Core Terms:

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“23.7 The Supplier will only Sub-Contract with the written approval of the Buyer. If the Supplier chooses to use Subcontractors, this will be outlined in any bid along with the percentage of delivery allocated to each Subcontractor.”

“23.8 The Supplier will take direct contractual responsibility and full accountability for delivering the Deliverables they provide using Subcontractors.”

Special Term 10: Execution and Counterparts

The following wording shall be included as new **Clause 39 (Execution and counterparts)** of the Core Terms of the Order Contract:

“39 Execution and counterparts

39.1 This Order Contract may be executed in any number of counterparts (including by electronic transmission), each of which when executed shall constitute an original but all counterparts together shall constitute one and the same instrument.

39.2 Execution of this Order Contract may be carried out in accordance with the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 (SI 2016/696) and the Electronic Communications Act 2000. In the event each Party agrees to sign this Order Contract by electronic signature (whatever form the electronic signature takes) it is confirmed that this method of signature is as conclusive of each Party's intention to be bound by this Order Contract as if signed by each Party's manuscript signature. In such situation, this Order Contract shall be formed on the date on which both Parties have electronically signed the Order Contract as recorded in the Buyer's electronic contract management system.”

The Joint Schedules shall be amended with deletions scored-through and insertions underlined as follows:

Special Term 11: Key Subcontractors

The following wording shall be included as a new **Paragraph 1.4.6** of DPS Joint Schedule 6 (Key Subcontractors):

“1.4 The Supplier shall provide CCS and the Buyer with the following information in respect of the proposed Key Subcontractor:

1.4.6 The Dun & Bradstreet Failure Rating score of the Key Subcontractor.”

Special Term 12: Security

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The following wording shall be included as a new **Part C** of DPS Order Schedule 9 (Security):

Part C: Commodity Service Security Requirements

Definitions - In this Schedule the following words shall have the following meanings and they shall supplement DPS Joint Schedule 1 (Definitions):

["ISMS" means the information security management system and process developed by the Supplier in accordance with paragraph 2 (ISMS) as updated from time to time; and]

"Security Management Plan" means the Supplier's security management plan prepared pursuant to paragraph 2.

1. The Supplier will ensure that any Supplier system which holds any protectively marked Government Data will comply with the principles in the Security Policy Framework at:
 - <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>
 - guidance issued by the Centre for Protection of National Infrastructure on Risk Management at <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Accreditation of Information Systems at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
 - the National Cyber Security Centre's (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/guidance/risk-management-collection>
 - government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
 - the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>
2. If requested to do so by the Buyer, before entering into this Contract the Supplier will, within 15 Working Days of the date of this Contract, develop (and obtain the Buyer's Approval of) a Security Management Plan [and an Information Security Management System]. After Buyer Approval the Security Management Plan [and Information Security Management System] will apply

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during the Term of this Contract. The/Both plan[s] will protect all aspects and processes associated with the delivery of the Services.

3. The Supplier will immediately notify the Buyer of any breach of security of the Buyer's Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer Confidential Information however it may be recorded.
4. Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance, available at <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

ORDER START DATE: 15/05/24

ORDER EXPIRY DATE: 14/05/26

ORDER INITIAL PERIOD: 2 Years

ORDER OPTIONAL EXTENSION 2 X 12 Months

DELIVERABLES

To be agreed at individual Statement of Works, however the future Services and Deliverables will be aligned to Order Schedule 20 (Order Specification). The Parties acknowledge that these requirements are not fully defined at the point of awarding this Order Form and will be developed over the Contract Period as several projects ("**Future Services**"). Future Services will be called off using the Commissioning Process outlined at Appendix 1 to this Order Form. The Buyer is not obliged to request any Future Services. In the event that the Buyer does raise a request for Future Services, the Supplier is required to respond in accordance with the Commissioning Process outlined in Appendix 1 to this Order Form.

Statement of Work means the detailed plan, agreed in accordance with Appendix 1 of this Order Form, describing the Services and/ or Deliverables to be provided by the Supplier, the timetable for their performance and the related matters listed in the template Work Order set out in Appendix 1.2 of the Order Form

LOCATION

The base location of where the Services will be carried out remotely or at a UK based location. This will be confirmed during the Commissioning Process for each requirement.

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MAXIMUM LIABILITY

The limitation of liability for this Order 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 up to £750,000.

ORDER CHARGES

See details in Order Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

Expenses are included in the pre-agreed contractual rates and SOW value.

PAYMENT METHOD

Monthly in arrears

BUYER'S INVOICE ADDRESS:

Invoices should be submitted. <https://nhssbs.support.tradeshift.com> or in the limited circumstances where electronic invoicing is not possible, please email invoices and credit notes to the following email address sbs.apinvoicing@nhs.net with the billing address on the invoice being:

NHS ENGLAND
X24 PAYABLES K005
PO BOX 312
LEEDS LS11 1HP

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

7-8 Wellington Place, Leeds, LS1 4AP

BUYER'S ENVIRONMENTAL POLICY

NHS England Social Value Charter available online at: <https://digital.nhs.uk/about-nhs-digital/technology-suppliers/nhs-digital-social-value-charter>

BUYER'S SECURITY POLICY

Appended at Order Schedule 9

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SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

1 Snow Hill Queensway, Birmingham B4 6GH

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

[REDACTED]

[REDACTED]

1 Snow Hill Queensway, Birmingham B4 6GH

PROGRESS REPORT FREQUENCY

Monthly review meetings

PROGRESS MEETING FREQUENCY

Monthly review meetings

KEY STAFF

[REDACTED]

[REDACTED]

[REDACTED]

15 Canada Square, Canary Wharf, London, E14 5GL

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Refer to DPS Joint Schedule 4 Supplier's Commercially Sensitive Information

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

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SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender)

Data Protection Impact Assessment (“DPIA”) Delivery and Assistance

Without limitation to the obligations as set out in Joint Schedule 11 (Processing Data), where expressly agreed in the individual Work Order(s), the Supplier shall, at its own cost, participate and provide full co-operation for the completion of any DPIA conducted by the Buyer relating to the Services and any related Deliverables, such participation and co-operation shall include updating the DPIA following each material change of the Services and Deliverables and following any Variation agreed in writing between the Parties.

Status of the Controller

The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under each Work Order, which will be agreed via the Commissioning Process. This will dictate the status of each Party under the DPA 2018. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data as set out under a Work Order and shall specify in Annex 1 (*Processing of Personal Data*) which scenario they think shall apply in each situation.

Protection of Personal Data

As of the Order Start Date, it is accepted there is no Processing of Personal Data involved under this Order Contract and that the data table within Joint Schedule 11 (Processing Data) is not final. There is an expectation that both Parties will assess the data processing arrangement when the subsequent requirements and the Commissioning Process are finalised. It is agreed that each Party shall be responsible for ensuring compliance with the Data Protection Legislation, in relation to its Processing of any Personal Data under this Order Contract. Should the Data Processing position change, the Parties acknowledge that the only Personal Data which may be shared under this Order Contract will be set out in the data processing table in each individual Work Order (where applicable), in the form provided at Appendix 2, below. Further, Joint Schedule 11 (Processing Data) must also be complied with by the Parties as a term of this Order Contract.

The Supplier shall comply with any further written instructions with respect to Processing by the Buyer. Any such further instructions shall be incorporated into the data table below.

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The details of any Personal Data which may be shared under this Order Contract will be set out in a table in the Work Order in the form of Annex 1 below.

Annex 1 (Processing of Personal Data):

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

Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer 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, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>It is not expected that Personal Data will be processed, however given the nature of Incident Response services, it is possible that the Supplier will have to process personal information in order to provide services under this contract. The type of Personal Data which may be processed will be dependent on the nature of the compromise.</p> <p>The processing is needed to ensure that the Processor can effectively deliver the contract to provide incident response services to NHS Trusts and other third parties under the contract with the Buyer. The nature and extent to which personnel information will need to be processed to fulfil this contract is dependent upon the nature of each incident responded to.</p>
Duration of the Processing	<p>Processing will be time limited to the specific incident responded to which is likely to be a matter of days or weeks, however this is dependent upon the nature and scale of each incident. The Supplier will delete or return all Personal Data to the Buyer upon request on termination or expiry of the contract and destroy all copies of the Personal Data (save to the extent that retention of copies is required by applicable law or professional regulation).</p>

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Nature and purposes of the Processing	The Supplier will only process the Personal Data: (a) to the extent necessary to provide Incident Response Services to the Buyer (including for Supplier's reasonable business purposes such as facilitation and support of our business and quality control, updating and enhancing client records, analysis for management purposes and/or statutory returns); (b) in accordance with the Buyer's specific instructions (save to the extent the Supplier reasonably consider such instructions infringe DP Legislation, in which case Supplier shall notify the Buyer); or (c) as required by any competent authority or applicable law. The Supplier shall not process or transfer Personal Data to any jurisdiction outside the European Economic Area ("EEA") other than to a country deemed to provide an adequate level of protection for personal data by an applicable regulator or to the extent permissible by Data Protection Legislation. The Supplier shall not be required to transfer personal data to any other third party as part of the Services. If the Supplier have to enter into further agreements with the Buyer, its affiliates or legal advisers, or take further steps to comply with relevant Privacy Laws in performing the Services, the Buyer will pay our reasonable costs in connection with compliance with applicable Privacy Laws and entering into such 9 agreements, an estimate of which shall be provided in advance of us incurring those costs.
Type of Personal Data	The type of personnel data processed could include name, address, date of birth, NI number, telephone number, pay, images, biometric data, patient medical records, and other personnel data held on the systems of NHS Trusts and other third parties which the Supplier may need to access in order to deliver the incident response services under this contract
Categories of Data Subject	The data subjects could include Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc. The data subjects includes is dependent upon the specific requirements for each incident response under this contract.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to	Data will only be retained by the Supplier for the period of time required to investigate the nature of the compromise. The Supplier will delete or return all Personal Data to the Buyer upon request on termination or expiry of this contract, or at the end of the specific incident responded to and destroy all copies of the Personal Data (save to the extent that retention of copies is required by applicable law or professional regulation).

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preserve that type of data	
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1 The following requirements shall take priority above all terms, conditions and specifications set out in this Order Contract (including without limitation any embedded documents and terms), and the Supplier shall ensure that the software licences meet and conform with the following requirements:

- 1.1 The Buyer shall be entitled, free of charge, to sub licence the software to any contractor and/or sub-contractor of the Buyer who is working towards and/or is providing services to the Buyer.
- 1.2 The Buyer's role as national information and technology partner to the NHS and social care bodies involves the Buyer buying services for or on behalf of the NHS and social care entities. Nothing in the licences for any of the software shall have the effect of restricting the Buyer from discharging its role as the national information and technology partner for the health and care system, which includes the ability of the Buyer to offer software and services to the NHS and social care entities. Specifically, any software licensing clause prohibiting 'white labelling', 'provision of outsourcing services' or similar, shall not be interpreted as prohibiting the Buyer's services.
- 1.3 The Buyer shall be entitled to deploy the software at any location from which the Buyer and/or any contractor and/or sub-contractor of the Buyer is undertaking services pursuant to which the software is being licenced.
- 1.4 Any software licenced to the Buyer on a named users basis shall permit the transfer from one user to another user, free of charge provided that the Supplier is notified of the same (including without limitation to a named user who is a contractor and/or Subcontractor of the Buyer).
- 1.5 The Supplier shall ensure that the Buyer shall be entitled to assign or novate all or any of the software licences free of charge to any other central government entity, by giving the licensor prior written notice.
- 1.6 The Supplier shall notify the Buyer in advance if any software or service permits the Supplier or any third party remote access to the software or systems of the Buyer.

Where the Supplier is responsible for the calculation of the appropriate number of users for software, and it is later shown there is a shortfall of licences, the Supplier shall be responsible for all costs of the Buyer.]

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For and on behalf of the Supplier:

[REDACTED]

Full Name: [REDACTED]

For and on behalf of the Buyer:

Job Title/Role: [REDACTED]

[REDACTED]

Full Name: [REDACTED]

Job Title/Role: [REDACTED]

Date Signed: [REDACTED]

Annex 1 – Commissioning Process for future services under individual Statements of Work

The Supplier shall provide any additional Services required by the Buyer in accordance with the commissioning process leading to one or more SOWs substantially based on the template set out below to this Call-Off Contract.

Commissioning Process

Where the Buyer wishes to commission further work under this Call-Off Contract, it shall:

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1. Detail the requirements for each individual project including milestones and acceptance criteria and a populated data protection table containing complete and accurate details of the Personal Data Processing applicable to the SOW ("**Project Requirements**") substantially in the format of the SOW template set out in Annex 1.2 to this Call-Off Contract.
2. The Buyer's commercial team will communicate Project Requirements in writing to the Supplier whereupon the Supplier shall have five (5) Working Days (or an alternative time period as set out by the Buyer upon communicating the Project Requirements) to respond. All commissioning requests shall be routed through the Buyer's Commercial department/dedicated Commercial Leads.
3. The Supplier shall respond to the Project Requirements (the "**Supplier's Solution**") in the format specified by the Buyer at the point of communicating the Project Requirements.
4. The Parties will use the commissioning process to assess and agree the data processing requirements for each project, determine the data subjects and data classes to be processed by the Supplier, such details to be included in the relevant SOW.
5. The Supplier's Solution shall include details of how the work will be undertaken, a timeline/activity plan along a summary of the resources, it shall also include a detailed price for the delivery of the Project Requirements in the format provided by the Buyer. Where no format is specified a section 3 (above) the method used to calculate the price shall be set out in sufficient detail for the Buyer to understand how the price was determined and, as a minimum, the Supplier's pricing will be broken down by the day rates of resources proposed to fulfil the Supplier's Solution and will be no more expensive than the day rates set out in its tender.
6. Fixed fee pricing will be used.
7. Within five (5) Working Days of receipt of the Supplier's Solution, or in any other time period the Buyer deems appropriate, it shall review and feedback comments on the Supplier's Solution.
8. Within two (2) Working Days of the Buyer providing this feedback (or an alternative time period as set out by the Buyer upon communicating its feedback) the Supplier shall provide a final Supplier's Solution to the Buyer.
9. Where the Buyer agrees with either the initial or revised Supplier's Solution the Supplier's Solution shall be attached to the proposed SOW containing the Project Requirements and the Buyer shall sign and return the proposed SOW to the Supplier for countersigning whereupon the Supplier shall commence delivery of the Services detailed in the SOW.
10. Amendments to the SOW (and associated pricing) after the execution of the associated SOW shall follow the variation

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- process set out at clause 24 of the Core Terms and actioned through the Commercial Team.
11. At any point during or before the Commissioning Process, the Buyer may seek alternative means of delivering the requirement including potentially re-competing the requirement.
 12. The Call-Off Contract is non-exclusive, and the Buyer does not commit to awarding any additional work as part of this Call-Off Contract.
 13. Each SOW will have a unique identifying number supplied by the Buyer.

Security requirements

Some projects may require Supplier's resources to be cleared to the Buyer's security clearance level of Security Check (SC). Some projects may require a higher or lower level of clearance. The level of security clearance required will be communicated in the Project Requirements and prior to each SOW commencing. The Buyer will make best endeavours in providing as much prior notice as is possible in such an event.

1.2 SOW Template

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SOW Template

1. SOW DETAILS

Upon agreement, this SOW will form part of the Call-Off Contract referenced below.

The Parties will execute a SOW for each of the Buyer requirements. Any ad-hoc Service 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 the existing SOW via a change control notice (CCN).

The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this SOW and will not apply to any other SOWs executed or to be executed under this Call-Off Contract unless otherwise agreed by the Parties.

Unless otherwise explicitly specified in this SOW, the terms of the Call-Off Contract shall apply to the scope of work set out in this SOW unamended. Unless otherwise specified, changes made to the terms of this Call-Off Contract set out herein only apply to the scope of work as set out in this SOW.

The Parties agree that upon signature by both parties, this SOW is a valid variation of the Call-Off Contract under the Order From and clause 24 (Changing the contract) of the Core Terms, and this SOW forms part of the Call-Off Contract as referenced below.

Date of SOW:	
SOW Title:	
SOW Contract Reference:	
Call-Off Project Reference:	C230831 - CIRT Contract under RM3764iii for the provision of Cyber Security Services.
Atamis Contract Reference:	C230831
Workplan:	

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Buyer:	Health and Social Care Information Centre (known as NHS Digital)
Supplier:	KPMG LLP
Commencement Date:	
Completion Date:	
Duration of SOW	2 Years extendable for another 2 years
Charging Method(s) for this SOW:	Time and material
Key Buyer Staff	[REDACTED]
Key Supplier Staff	[REDACTED]
Subcontractors	Not Applicable
2. PROGRAMME CONTEXT	
Programme Background	
Delivery Phase	N/A.
Overview of Requirement	

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3. BUYER REQUIREMENTS	
Deliverables	
Delivery Plan	
Dependencies	
Supplier Resource Plan	
Additional Requirements	
4. CHARGES	

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The applicable charging method(s) for this SOW is (check one):

Capped Time and Materials	<input checked="" type="checkbox"/>	Fixed Price	<input type="checkbox"/>	Incremental Fixed Price	<input type="checkbox"/>
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The estimated maximum value of this SOW is:

The Charges detailed in the financial model shall be invoiced in accordance with the process outlined in the Order Form.

Financial Model	
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5. SECURITY REQUIREMENTS

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting.

6. LOCATION

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	Others	Loc 2	Loc 3
%	%	80%	20%	%	%

	X
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7. CHANGE PROCESS

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In the event of a change being required to this Statement of Work, the Parties will follow clause 24 (Changing the contract) of the Core Terms.

8. TERMINATION WITHOUT CAUSE

The Buyer shall have the right to terminate this Statement of Work at any time by issuing a Termination Notice to the Supplier giving at least (30) days written.

9. PROCESSING OF PERSONAL DATA

Unless explicitly noted below, this SOW shall be covered by the arrangements contained in Joint Schedule 11 (Processing Data).

	<input type="checkbox"/>
--	--------------------------

Where the data protection table at Joint Schedule 11 (Processing Data) does not accurately reflect the Processor / Controller arrangements applicable to this Statement of Work, the parties shall complete the table below with the SOW specific data processing arrangements, in replacement of the table incorporated in Joint Schedule 11 (Processing Data).

	NHS England and KPMG LLP
	Subject to incident notification.
	Not more than 2 months after the submission of the report.
	Extraction of meta data for the purpose of performing forensic investigation of infected or affected computers and servers.
	N/A


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Plan for return and destruction of the data once the Processing is complete	After the processing of data KPMG will delete the data from all locations unless specified by NHS England in writing to retain the data.
Sub-processors	N/A
Data Protection Officers	

10. INTELLECTUAL PROPERTY RIGHTS	
<p>As per clause 9 (Intellectual Property Rights) of the Core Terms, save as expressly granted elsewhere under this Call-Off Contract, the Supplier shall not acquire any right, title, or interest in or to the Intellectual Property Rights of the Buyer.</p> <p>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 3rd Party IPR</p>	
One or more Deliverables under this Statement of Work will be dependent of Supplier and/or Supplier furnished 3rd Party IPR as detailed below	X
The specific IPR (and associated licence terms) are detailed in:	N/A

11. IR35 DETERMINATION STATEMENT	
IR35 Status Determination Statement	
	Required []

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Not Required	[x]
SIGNATURES AND APPROVALS	
Agreement of this SOW BY SIGNING this Statement of Work, the parties agree that it shall be incorporated into the Order Form and the Call-Off Contract and be legally binding the Parties:	
Signature For and on behalf of the Supplier.	

Full Name: [REDACTED]
 DPS Ref: RM3764iii Model Versi
 Job Title/Role: [REDACTED]
 Date Signed: [REDACTED]

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Signature For and on behalf of the Buyer	[REDACTED]
Full Name: [REDACTED]	

Job Title/Role: [REDACTED]

Date Signed: [REDACTED]

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Annex 2 Pricing – Schedule 20

Commercial Envelope	
Option	Cost Per Hour
4 Hour Rate	[REDACTED]
1 Week Rate	[REDACTED]
Discount Rate	
Bronze - 100 Hours	[REDACTED]
Silver - 250 Hours	[REDACTED]
Gold - 500 Hours	[REDACTED]

Rate card

Role	SFIA Level	Day 1 to 4	Day 5+
Partner	7	[REDACTED]	[REDACTED]
Director	7	[REDACTED]	[REDACTED]
Senior Manager	6	[REDACTED]	[REDACTED]
Manager	5	[REDACTED]	[REDACTED]
Assistant Manager	4	[REDACTED]	[REDACTED]
Analyst	3	[REDACTED]	[REDACTED]

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The cost per hour for the '1 week rate' is based upon the assumption that is for 1 resource. The scope of this additional work will need to be agreed with NHSE and the scope will determine the number and type of resources required. We have included a rate card on the expectation that this is for advisory work connected to CIR. For this we have used a public rate card and given you a specific discount. We are happy to have a wider discussion on the expected scope of work and rate card and amend before final contracting.

Annex 1 - SOW 1

<p>1. SOW DETAILS</p> <p>Upon agreement, this SOW will form part of the Call-Off Contract referenced below.</p> <p>The Parties will execute a SOW for each of the Buyer requirements. Any ad-hoc Service 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 the existing SOW via a change control notice (CCN).</p> <p>The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this SOW and will not apply to any other SOWs executed or to be executed under this Call-Off Contract unless otherwise agreed by the Parties.</p> <p>Unless otherwise explicitly specified in this SOW, the terms of the Call-Off Contract shall apply to the scope of work set out in this SOW unamended. Unless otherwise specified, changes made to the terms of this Call-Off Contract set out herein only apply to the scope of work as set out in this SOW.</p> <p>The Parties agree that upon signature by both parties, this SOW is a valid variation of the Call-Off Contract under the Order From and clause 24 (Changing the contract) of the Core Terms, and this SOW forms part of the Call-Off Contract as referenced below.</p>	
Date of SOW:	15/05/2024
SOW Title:	Initial Top-up of 1000 hours
SOW Contract Reference:	SOW1 – Initial SOW

Call-Off Project Reference:	C230831 - CIRT Contract under RM3764iii for the provision of Cyber Security Services.
Atamis Contract Reference:	C230831
Workplan:	Purchase of initial 1000 hours for to start the cyber incident response contract.

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Buyer:	Health and Social Care Information Centre (known as NHS Digital)
Supplier:	KPMG LLP
Commencement Date:	30/05/2024
Completion Date:	29/05/2026
Duration of SOW	2 Years extendable for another 2 years
Charging Method(s) for this SOW:	Time and material
Key Buyer Staff	[REDACTED]
Key Supplier Staff	[REDACTED]
Subcontractors	Not Applicable
2. PROGRAMME CONTEXT	
Programme Background	This Statement of work signed to provide cyber incident response services under a retainer contract and KPMG will provide 24x7 on-call to handle cyber incidents.
Delivery Phase	N/A.
Overview of Requirement	The objective of the Call-off Contract is to provide NHS England on an ad hoc basis with advice, support and recommendations for remedial action in relation to specific cyber incident affecting NHSE during the term of this Call-Off Contract. The specific purpose of our work (the "Purpose") for each project will be set out in the relevant Work Order (as defined below).

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	<p>Where a cyber incident arises and the Buyer requests Supplier to assist, Supplier will work with Buyer to agree a work order (setting out the scope of Buyer's requirements and other service specific terms) in the format set out in the "Work Order" and once signed shall be deemed to form part of this Call-Off Contract. Each Work Order shall not be treated as a separate contract.</p> <p>References throughout this Call-Off Contract to the 'engagement' are to the over-arching engagement represented by this Contract. References to a "project" are to individual incident responses / investigations carried out in accordance with the terms of the applicable Work Order.</p>
3. BUYER REQUIREMENTS	
Deliverables	As per the incident call-off
Delivery Plan	Decided at the time of call off
Dependencies	<u>Call and support from NHS Trusts in executing the planned work for every incident.</u>
Supplier Resource Plan	On-Demand
Additional Requirements	
4. CHARGES	

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The applicable charging method(s) for this SOW is (check one):

Capped Time and Materials	<input checked="checked" type="checkbox"/>	Fixed Price	<input type="checkbox"/>	Incremental Fixed Price	<input type="checkbox"/>
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The estimated maximum value of this SOW is: £ [REDACTED] (1000 hours)

The initial approved value of this call off is not to exceed £ [REDACTED]. All further Call Offs under this contract will be managed under the same process and in accordance with available funding.

The Charges detailed in the financial model shall be invoiced in accordance with the process outlined in the Order Form.

Financial Model**5. SECURITY REQUIREMENTS**

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting.

[REDACTED]	
------------	--

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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	Others	Loc 2	Loc 3
%	%	80%	20%	%	%

Offshore roles are permitted under this Statement of Work

X

7. CHANGE PROCESS

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In the event of a change being required to this Statement of Work, the Parties will follow clause 24 (Changing the contract) of the Core Terms.

8. TERMINATION WITHOUT CAUSE

The Buyer shall have the right to terminate this Statement of Work at any time by issuing a Termination Notice to the Supplier giving at least (30) days written.

9. PROCESSING OF PERSONAL DATA

Unless explicitly noted below, this SOW shall be covered by the arrangements contained in Joint Schedule 11 (Processing Data).

	<input type="checkbox"/>
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IR35 Status Determination Statement	
	Required []

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Not Required	[x]
SIGNATURES AND APPROVALS	
Agreement of this SOW BY SIGNING this Statement of Work, the parties agree that it shall be incorporated into the Order Form and the Call-Off Contract and be legally binding the Parties:	
For and on behalf of the Supplier [REDACTED]	

Full Name: [REDACTED]
DPS Ref: RM3764iii M [REDACTED] ion: v1.0
Job Title/Role: [REDACTED]
Date Signed: 03/06/24

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<div>For and on behalf of the Buyer [Redacted Signature]</div>	
Full Name: [Redacted]	

Job Title/Role: [Redacted]

Date Signed: 5 June 2024

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