

ORDER FORM A

National LGPS Framework for Pensions Administration Operational Support Services Reference number – NCCT42210

FROM

Authority	NHS Business Services Authority	
Service Address	Stella House, Goldcrest Way, Newburn Riverside. Newcastle upon Tyne. NE15 8NY	
Invoice Address	Stella House, Goldcrest Way, Newburn Riverside. Newcastle upon Tyne. NE15 8NY	
Contact Ref:	22_09_05 McCloud Programme for Remedies & Implementation	
Order Number	To be quoted on all correspondence relating to this Order: Purchase Order No	
	i dichase Order NO	
Order Date	This will be the date of signature for this agreement	

TO

Provider:	Acuity Business Solutions Ltd
For the attention of: E-mail Telephone number	
Address	75 Basepoint Business Centre, Yeoford Way, Marsh Barton,

Exeter,
EX2 8LB

1. SERVICES REQUIREMENTS

(1.1) Services and Deliverables Required:

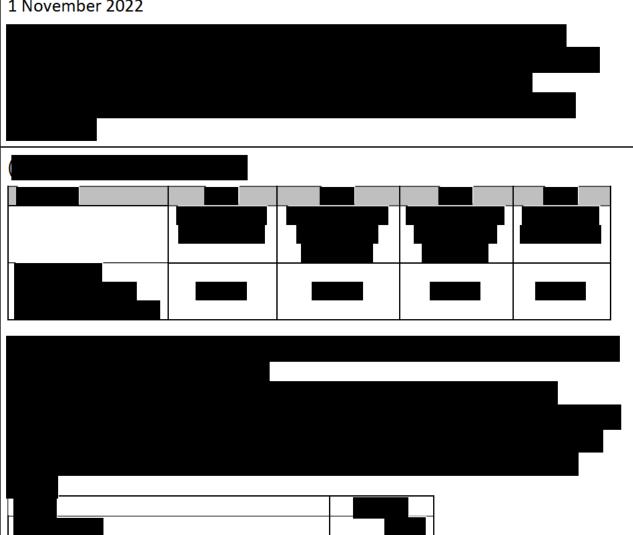
McCloud Programme for Remedies and Implementation. Detailed specification is attached in Appendix 1

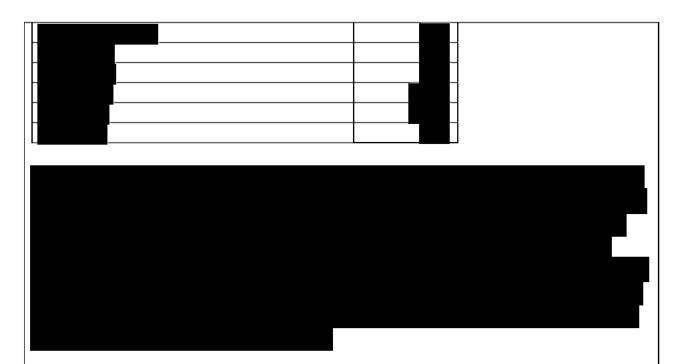
This contract is essential to the delivery of the Government's legal responsibilities in relation to the McCloud judgement.

This is a high priority across public sector pension schemes, and the remedy is a complex administration project with hundreds of thousands of NHS staff within scope.

(1.2) Commencement Date:

1 November 2022





Expert staff will be required to ensure flexibilities in the delivery can be achieved. This contract is essential to the delivery of the Government's legal responsibilities on the McCloud legal remedy and these rates reflect the level of staff required.

The potentially increased framework charges which could rise to 3% will be absorbed by the Provider.

(1.4) Completion Date:

The Call off Contract shall take effect on the Commencement Date and shall operate until 31st January 2023. Should funding be secured for these services beyond 31 January 2023, then the contract will be automatically extended to then expire 30 April 2025, unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated, or extended under Clause 6.8 (Extension of Initial Contract Period). After such expiry, the Provider shall still be obliged to provide the Transitional Assistance Services to the Customer for a period of time no greater than six months in accordance with the provisions of clause 2.10 and the Exit Plan.

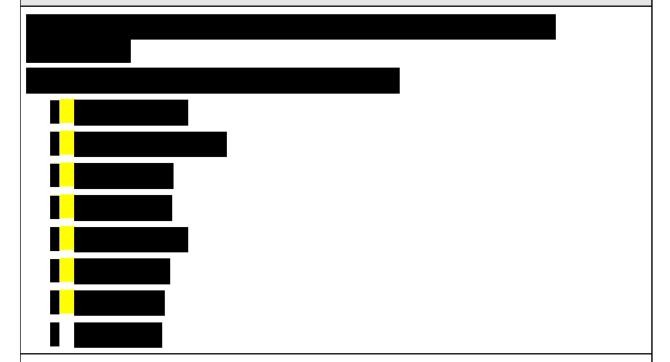
Subject to satisfactory performance of its obligations under the Contract by the Provider during the Initial Contract Period, the Customer may, by giving written notice to the Provider not less than three (3) Month(s) prior to the last day of the Initial Contract Period, extend the Contract for any further period specified in the Order Form. The provisions of the Contract will apply throughout any such extended period.

2 FURTHER COMPETITION ORDER - ADDITIONAL REQUIREMENTS

(2.1) Any variations to Call-Off Terms and Conditions, including additions:

- Social Value and Carbon Reduction description of services by the provider, Acuity Business Solutions Ltd.
- Comply with the NHSBSA Environmental Policy in the provision of the Services
- Comply with the NHSBSA Information Security Policy in the provision of the Services

3. PERFORMANCE OF THE SERVICES [AND DELIVERABLES]



(3.2) Performance and Quality Standards

Agreed requirements as outlined in Appendix 1 NHS Pensions Scheme – McCloud Programme for Remedies and Implementation.

Provision of Monthly Assignment Reports detailing:

Activities undertaken in the reporting period;

- Planned activities for the next reporting period;
- Resource deployed in the reporting period.

Fortnightly meetings with NHSBSA's Programme / Project leads

Supplementary ad-hoc meetings with the NHSBSA's Programme / Project Manager to ensure a premium and flexible approach as and when required

Timely Billing

Compliance with the Infrastructure Project Authority's guidance for the delivery of PPM services

Compliance with Green Book guidance for the delivery of Business Cases and supporting addenda

Managing successful programmes (MSP) Practitioner

PRINCE 2 project management method

(3.3) Location(s) at which the Services are to be provided:

- Hesketh House, Broadway, Fleetwood, FY7 8SS
- Quarry House, Quarry Hill, Leeds, LS2 7UE
- Suppliers Office 75 Basepoint Business Centre, Yeoford Way, Marsh Barton, Exeter, EX2 8LB
- Home based consultancy

(3.4) Contract Monitoring Arrangements

Provision of Monthly Assignment Reports detailing:

- Activities undertaken in the reporting period;
- Planned activities for the next reporting period;
- Resource deployed in the reporting period.

Fortnightly meetings with NHSBSA's Programme / Project leads

Supplementary ad-hoc meetings with the NHSBSA's Programme / Project Manager covering detailed subject matter.

Regular contract review meetings with stakeholders from the NHS BSA and DHSC, reviewing performance, risks and finance.

4. CONFIDENTIAL INFORMATION

(4.1) The following information shall be deemed Commercially Sensitive

Information or Confidential Information:-

No specific requirements in addition to the usual framework requirements from Acuity's perspective.

(4.2) Duration that the information shall be deemed Commercially Sensitive Information or Confidential Information

As above

5. DATA PROTECTION

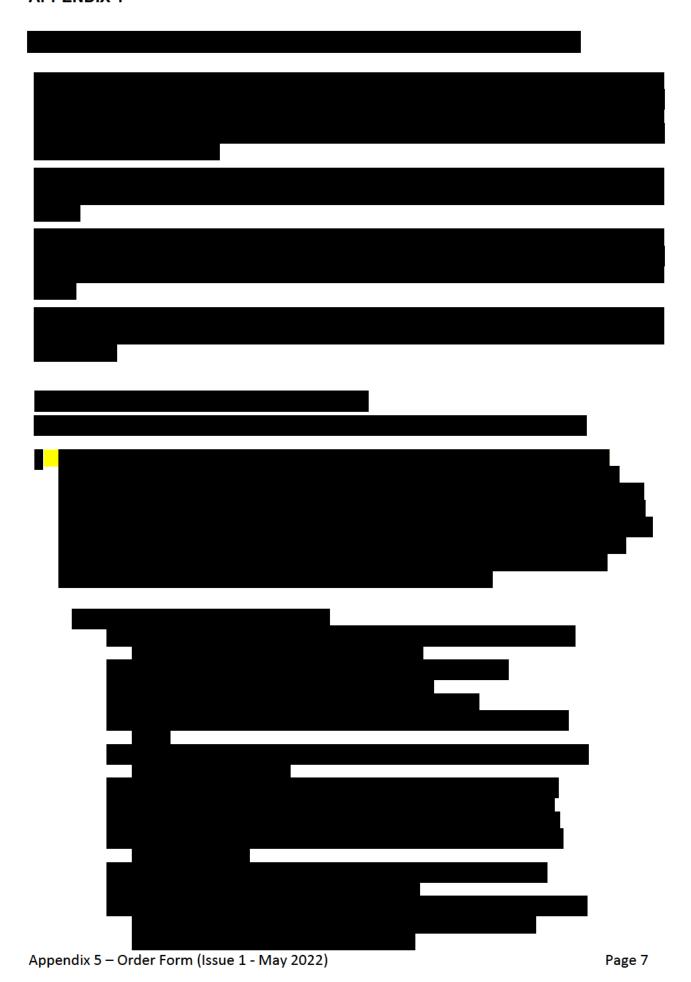
(5.1) Both Parties will comply with all applicable requirements of the Data Protection Legislation, as per Clause 5 Protection of Information, of the call off terms.

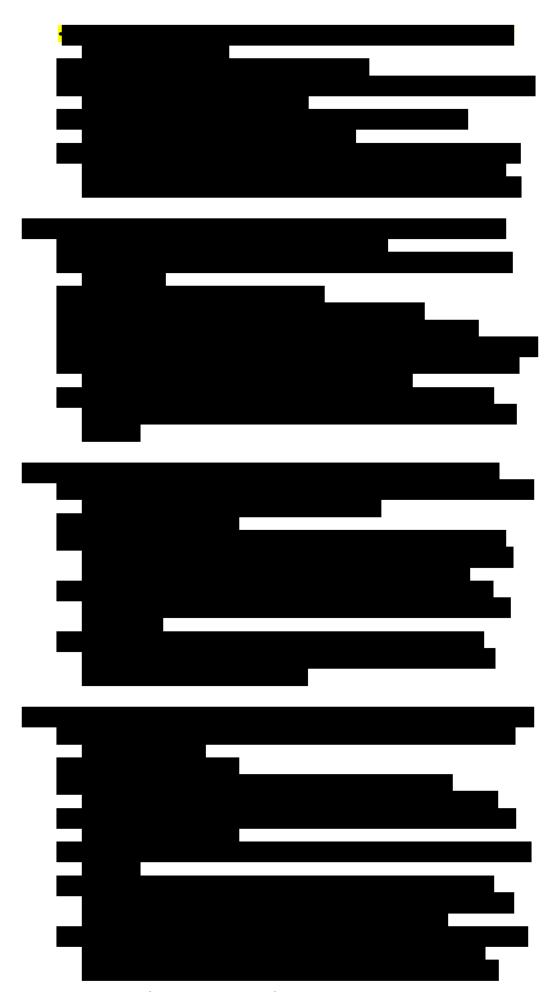
6. LIABILITY CAPS

6.1) Any agreed variations to the liability cap provided for under clause 7.1.2 of the Call-off Terms and Conditions:

BY SIGNING AND RETURNING THIS ORDER FORM THE PROVIDER AGREES to enter a legally binding contract with the Customer to provide to the Customer the Services specified in this Order Form (together with, where completed and applicable, the mini-competition order (additional requirements) set out in section 2 of this Order Form) incorporating the rights and obligations in the Call-Off Terms and Conditions set out in the Framework Agreement entered into by the Provider and the Authority on [] 20[].

For and on behalf of the Customer:-	For and on behalf of the Provider:-





Appendix 5 – Order Form (Issue 1 - May 2022)

