

**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 [REDACTED]
Order Number	To be quoted on all correspondence relating to this Order: <i>Purchase Order No</i>
Order Date	This will be the date of signature for this agreement

TO

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

	Exeter, EX2 8LB
--	--------------------

1. SERVICES REQUIREMENTS																
<p>(1.1) Services and Deliverables Required:</p> <p>McCloud Programme for Remedies and Implementation. Detailed specification is attached in Appendix 1</p> <p>This contract is essential to the delivery of the Government's legal responsibilities in relation to the McCloud judgement.</p> <p>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.</p>																
<p>(1.2) Commencement Date:</p> <p>1 November 2022</p> <div style="background-color: black; height: 100px; width: 100%;"></div>																
<div style="background-color: black; height: 20px; width: 30%;"></div> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; height: 40px;"></td> <td style="width: 20%; height: 40px;"></td> <td style="width: 20%; height: 40px;"></td> <td style="width: 20%; height: 40px;"></td> <td style="width: 20%; height: 40px;"></td> </tr> <tr> <td style="height: 40px;"></td> <td style="height: 40px;"></td> <td style="height: 40px;"></td> <td style="height: 40px;"></td> <td style="height: 40px;"></td> </tr> </table> <div style="background-color: black; height: 150px; width: 100%;"></div> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; height: 40px;"></td> <td style="width: 50%; height: 40px;"></td> </tr> </table>																



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
<p>(2.1) Any variations to Call-Off Terms and Conditions, including additions:</p> <ul style="list-style-type: none">• 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]
<div><div></div><div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div><div><div></div></div></div>
<p>(3.2) Performance and Quality Standards</p> <p>Agreed requirements as outlined in Appendix 1 NHS Pensions Scheme – McCloud Programme for Remedies and Implementation.</p> <p>Provision of Monthly Assignment Reports detailing:</p> <ul style="list-style-type: none">• 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

<p>Information or Confidential Information:-</p> <p>No specific requirements in addition to the usual framework requirements from Acuity's perspective.</p> <p>(4.2) Duration that the information shall be deemed Commercially Sensitive Information or Confidential Information</p> <p>As above</p>
5. DATA PROTECTION
<p>(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.</p>
6. LIABILITY CAPS
<p>6.1) Any agreed variations to the liability cap provided for under clause 7.1.2 of the Call-off Terms and Conditions:</p>

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 :-

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1	2	3	4	5	6	7	8	9	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	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]