



Shared Business Services

Order Form - Confidential When Complete

Please ensure a signed copy of this agreement is provided to: [REDACTED]

Call-off Contract Details	
Title of Framework Agreement:	Consultancy and Advisory Services for Health
Framework Agreement Reference:	SBS10197
Lot number:	Lot 1 – Business, Leadership, Management, Governance, Structure and Strategy
Call-off procedure used: [Further Competition/Direct Award]	Direct Award
Total Call-off Contract Value:	<ul style="list-style-type: none"> Total cost for initial 6 months [REDACTED] £175,500 Total cost for 6-month extension [REDACTED] = £175,500 Combined total for 12 months [REDACTED] = £351,000
Order Form Reference No:	Please request this from [REDACTED]
Authority Contact Details:	
Name:	Business Services Team
Category Generic Email Address:	[REDACTED]

Order Form Details

This Order Form sets out the agreement between the following Parties and in accordance with the Terms and Conditions of the Framework Agreement and the Call-off Terms and Conditions.

Period of the Agreement			
Commencement Date:	15/01/2026	Expiry Date:	15/07/2026
Extension Period(s): [Optional]	1 X 6 month		
Maximum Permissible Term	12 Months (6 Month + 1 x 6 month extension. Maximum permitted date 14/01/2027)		

Unless otherwise agreed by both Parties, this Order Form will remain in force until the expiry date agreed above. If no extension/renewal is agreed and the Approved Organisation continues to

access the Supplier’s Goods and/or Services, the terms of this Contract shall apply on a rolling basis until the overarching Framework Agreement expiry date.

In circumstances where the Framework Agreement had already expired and the Approved Organisation continues to access the Supplier’s Goods and/or Services, then the terms of this Contract shall apply on a rolling basis until the expiry of the Call-off Terms and Conditions’ maximum permissible term (as set out above).

Any capitalised terms shall have the meaning given to such terms in the Call-off Terms and Conditions.

Supplier Order Form Signature Panel

The “Supplier”	
Name of Supplier:	Grant Thornton UK Advisory & Tax LLP
Name of Supplier Authorised Signatory:	[Redacted]
Job Title of Supplier Authorised Signatory:	[Redacted]
Contact Details Email Address:	[Redacted]
Contact Details Phone Number:	[Redacted]
Address of Supplier:	[Redacted]

Signature of Authorised Signatory:	[Redacted]	Date of Signature:	[Redacted]
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Approved Organisation Order Form Signature Panel

The “Approved Organisation”	
Name of Approved Organisation:	NHS Business Services Authority
Name of Approved Organisation Authorised Signatory:	[Redacted]
Job Title of Approved Organisation Authorised Signatory:	[Redacted]
Contact Details Email Address:	[Redacted]
Contact Details Phone Number:	[Redacted]
Address of Approved Organisation:	[Redacted]

Signature of Approved	[Redacted]	Date of Signature:	[Redacted]
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Organisation			
Authorised Signatory:			

Please Note: Each Party's respective Authorised Signatory above shall also be that Party's authorised representative for the purposes of Clause 21.2 of Schedule 2 of the Call-off Terms and Conditions in respect of any variations to the Call-off Contract during its Term.

Subject to the Parties complying with Clause 28 (Assignment, novation and Sub-contracting) of Schedule 2 of the Call-off Terms and Conditions, this Order Form shall remain in force regardless of any change of organisational structure to the above-named Approved Organisation or Supplier and shall be applicable to any successor organisations as agreed by both Parties.

As per the Framework Agreement, the Supplier shall forward a copy of the jointly signed Order Form to the Authority by no later than 5 (five) Business Days of it being executed.

Agreement

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1. Agreement Overview

This Order Form represents an agreement between the Parties listed above pursuant to the Framework Agreement listed above for the provision of Goods and/or Services as outlined below. This Order Form in conjunction with the Call-off Terms and Conditions outlines the parameters for the provision of Goods and/or Services as they are mutually understood by the Parties. The Framework Agreement terms and conditions (including the Specification) will apply in all instances, unless specifically agreed otherwise by both Parties within this Order Form.

2. Stakeholders

The primary stakeholders from the Supplier and the Approved Organisation will be responsible for the day-to-day management of the Call-off Terms and Conditions, this Order Form and the delivery of the Goods and/or Services. If different from the Authorised Signatory details listed on page 1 of this Order Form, please provide the names of the Contract Managers associated with this Order Form.

Supplier Call-off Contract Manager Details:	
Supplier Call-off Contract Manager:	[REDACTED]
Supplier Call-off Contract Manager contact details:	[REDACTED]
Approved Organisation Contract Manager Details:	
Approved Organisation Call-off Contract Manager:	[REDACTED]
Approved Organisation Call-off Contract Manager contact details:	[REDACTED]

3. Periodic Review

In accordance with Clause 15.1 of the Call-off Terms and Conditions, this Order Form is valid from the **Commencement Date** outlined herein and is valid until the **Expiry Date** (as set out above) as agreed. This Order Form should be reviewed as a minimum once per financial year; however, in lieu of a review during any period specified, the current Call-off Terms and Conditions and Order Form will remain in effect.

4. Requirements

A. Services to be Provided

Please detail the Services, where applicable, that will be provided, where and by when, by the Supplier to the Approved Organisation or include an attachment with full details.

Planning and Delivery Support Consultancy as per Section 6 Detailed Requirements

B. Goods to be Provided

Please detail the Goods to be provided or include an attachment with full details.

The Supplier is not providing Goods to the Approved Organisation pursuant to this Order Form and the Call-off Terms and Conditions and on that basis the terms in relating to the supply of Goods set out in this Order Form and the Call-off Terms and Conditions shall not apply.

C. Goods Delivery Schedule/Services Implementation Plan

Please provide a delivery schedule/Implementation Plan, where applicable, outlining how and when the Goods and/or Services will be provided by the Supplier to the Approved Organisation or include an attachment with full details.

Not Applicable

D. Key Personnel

Please set out key personnel required for the supply of Goods and/or the provision of Services.

[Redacted]

E. Sub-contracting and Personnel

Where the Approved Organisation permits sub-contracting of the supply of Goods and/or the provision of Services by Suppliers, the following information is required. If the Supplier Sub-contracts any of its obligations under this Order Form and Call-Off Contract, every act or omission of the Sub-contractor shall for the purposes of this this Order Form and Call-Off Contract be

deemed to be the act or omission of the Supplier and the Supplier shall be liable to the Approved Organisation as if such act or omission had been committed or omitted by the Supplier itself.

The Supplier will be permitted to sub-contract as part of this contract.

Specifically, the Supplier will use the following sub-contractor for the provision of the required resource to the Approved organisation:

Key Sub-contractor: Page Consulting

Key Personnel:

[Redacted]

[Redacted]

F. Policies

Please list and provide links to/copies of all policies with which the Supplier is required to comply.

The Supplier is required to adhere to all relevant Buyer policies when using the Buyer’s systems or the Buyer’s Premises, including, but not limited to, the NHSBSA Information Security Policy

G. Leases or Licences

Where applicable, please detail any leases or licences to be provided by either Party to the other.

N/A

H. Special Terms

The Parties hereby acknowledge that Special Terms:

- may only be proposed for inclusion by the Approved Organisation;
- can be applied solely to enhance or augment existing provisions within the Call-off Terms and Conditions; and
- must not substantially alter or vary the Call-off Terms and Conditions, in order for this Order Form and Call-off Contract to remain compliant with the Public Contracts Regulations 2015.

Please insert any applicable Special Terms below.

Special Term 1

This Agreement is to provide resource (Resource) to support the Approved Organisation in the delivery of their projects where internal capacity or capability is not readily available. Relevant details are included in Section E.

Special Term 2

At such times as the Resource(s) is/are acting for the Approved Organisation pursuant to this Order Form, the Approved Organisation agrees to provide instructions and reasonable supervision to the Resource at all times. The Resource(s) will be responsible to the Approved Organisation and will not be instructed by the Supplier or their Key Subcontractor or any other Subcontractor approved as part of the supply chain.

Special Term 3

For the purposes of this Order Form, the Services comprise the identification of suitable Resource(s) to meet the Approved Organisation's stated job description for the Approved Organisation's approval. For the avoidance of doubt, the Services do not include the application of the Supplier's (or their Key Subcontractor's or any other Subcontractor approved as part of the supply chain) quality review procedures to the work undertaken by the Resource(s) for the Approved Organisation in the course of the Services. Therefore, the Supplier does not accept any liability to the Approved Organisation for any acts or omissions of the Resource which may occur when the Resource is acting for the Approved Organisation (other than for their fraud, wilful default or wilful misconduct) and it is agreed that the Approved Organisation will not seek to make either the Supplier or their Key Subcontractor or any other Subcontractor approved as part of the supply chain, or the Resource personally, liable in these circumstances. Although the Resource may (entirely at their own personal discretion) refer back to colleagues on matters upon which they would like to consult, the Supplier, the Key Subcontractor or any other Subcontractor approved as part of the supply chain will not thereby assume any responsibility to the Approved Organisation for the acts or omissions of the Resource nor will the Supplier, the Key Subcontractor or any other Subcontractor approved as part of the supply chain assume a responsibility to the Approved Organisation for comments or suggestions given to the Resource.

Special Term 4

Notwithstanding limitation of liability Clause 14 of Call Off Terms and Conditions, if any third party seeks to make the Resource or the Supplier, whether or not jointly with the Approved Organisation or others, liable in respect of any act or omission of the Resource which occurs while the Resource is acting for the Approved Organisation (other than for their fraud, wilful default or wilful misconduct), the Approved Organisation will fully indemnify the Supplier and the

Resource against all costs, claims, losses and liabilities arising in connection therewith.

Special Term 5

The Approved Organisation shall remain responsible for the security of all Information that is stored or processed on its own information systems or that is processed by the Resource according to the Approved Organisation's express instructions. The Supplier shall owe no responsibility to the Approved Organisation in relation to any Information provided to the Resource to which the Supplier otherwise has no access.

Special Term 6

A placement shall automatically terminate if that Resource's service with the Supplier is terminated.

Special Term 7

The Approved Organisation agrees not to take any disciplinary or other action against the Resource without the Supplier's express prior consent.

Special Term 8

The Approved Organisation agrees that, in respect of Resource(s) who are employees of the Supplier or their Key Supplier during the engagement and for a period of 12 months thereafter, you will not solicit for employment or hire the Resource(s) or any of our people who have been involved in this Agreement, without our express written consent, in which case we may seek appropriate compensation from you/will charge you a fee of 20% of the Resources' annual salary (including any guaranteed bonus) on appointment plus VAT (unless the Resource is hired in response to a general advertisement made available to the public).

I. Charges

Standard Supplier pricing and rates (the Contract Price) are included within the Commercial Schedule and represents the maximum that can be charged. Please detail all discounts, volume arrangements or variations in relation to the standard rates. The Contract Price of the Goods and/or Services are to be included below, or detailed as a separated attachment.

Is the Contract Price agreed to be subject to indexation?

N

J. Confidential Information

Please detail all information relevant to this Order Form and the Call-off Terms and Conditions which either Party considers to be treated as Confidential Information.

Section E (Sub Contracting and Personnel), any other occurrences of Personal Data and Commercially Sensitive Information.

K. Complaints/Escalation Procedure

As per the Framework Agreement, the Supplier shall inform the Authority of all complaints. Please detail the Approved Organisation's additional requirements regarding complaints.

No additional requirements

L. Limit of Liability

Please populate the limit of liability values

The Supplier's total aggregate liability to the Client for all claims arising out of or in connection with this Agreement shall not exceed £2,000,000 in aggregate (not withstanding Special Term XX as detailed in Section H).

M. Management Information (MI)

In addition to the management information required by the Authority under the Framework Agreement, the Supplier shall provide to the Approved Organisation the following Management Information at the frequency outlined.

Performance against budget, Key risks/issues and mitigations to be provided on a monthly basis.

N. Invoicing

Please detail all specific invoicing requirements here.

The Approved Organisation shall provide the Supplier with a Purchase Order (PO) that includes a reference to the Call-Off Contract and the Framework Agreement to which this Order Form relates. Payment will be made in arrears on a monthly basis, following hours submitted via timesheet.

O. Exit Requirements

Please include details of any exit requirements with which the Supplier is required to comply.

The supplier shall, prior to completion or termination of the Services, promptly provide the Client with all relevant information, documents, and materials created or used in the course of the Services, and shall cooperate with the Client or its nominees to ensure a smooth transfer of knowledge and duties.

P. Termination

Please detail specific termination provisions here.

Persistent failure (to be defined according to the number/and period within which certain failures occur) frequency by the Supplier to meet the agreed service levels as specified within the Order Form may lead to the Contract being terminated or alternative supplier(s) being appointed by the Approved Organisation to maintain levels of service to service users.

Prior to termination the complaints and escalation procedure should be followed to attempt to resolve any issue. Should suitable resolution not be achieved, the Approved Organisation will be allowed to terminate the Call-Off Contract immediately.

6. Other Specific Requirements

Detailed Requirements

Please list all detailed requirements or include an attachment with full details.

The supplier will work with NHSBSA to realise the strategy through robust operational readiness activity & management of the McCloud Programme. They will lead and deliver the programme to agreed outcomes within time, cost and quality constraints. There is a requirement for strong senior stakeholder relationship management and programme management skills.

Specific requirements are related to:

Programme Management

- Management and leadership of the programme
- Provide effective leadership and management controls.
- Set programme controls.
- Set appropriate delivery methodologies.
- Leading reviews to ensure that lessons learnt are incorporated into future development by carrying out programme tranche evaluations, and the assessment of results.

Budget

- Develop the budget and track delivery within budget.
- Ensure all expenditure is governed in accordance with NHSBSA Standing Financial Instructions and DHSC / Cabinet Office spend controls.

Resource Management

- Secures resources and directs planning scheduling, resourcing and estimating for large scale programmes.

Stakeholder Management

- Identify and manage stakeholder relationships and highlight need for senior level support.
- Manage internal and external relationships as appropriate.

Risks, issues and dependencies

- Identify and monitor risks and issues.
- Develop mitigating actions and escalate as appropriate. Identify and work with related elements of the programme and interdependencies.
- Oversee programme risk and issue management.
- Ensures mitigations are in place and resolved through negotiated agreement.
- Leading risk management within programme in accordance with NHSBSA Corporate Risk Management Framework. Governance and Controls
- Maintain overall integrity and coherence of programme and governance framework to support each project. Plan programme assurance activities
- Engage with assurance reviews and support action on recommendations.

PLEASE NOTE:

In accordance with Clause 3.1 of Schedule 2 of the Framework Agreement, by no later than five (5) Business Days following the execution of an Order Form by the Approved Organisation and the Supplier, the Supplier shall send a copy of the executed version of the Order Form to the Authority's Contract Manager.

All Goods and/or Services provided by the Supplier without an Approved Organisation's jointly signed Order Form is entirely at the Supplier's risk.

Appendix 1 – Data Protection Protocol



DATA PROTECTION
PROTOCOL.docx