

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	C316083
THE BUYER:	NHS England
BUYER ADDRESS	7-8 Wellington Place, Leeds, LS1 4AP
THE SUPPLIER:	Softcat Plc
SUPPLIER ADDRESS:	Solar House, Fieldhouse Lane, Marlow, Buckinghamshire, SL7 1LW
REGISTRATION NUMBER:	02174990
DUNS NUMBER:	397333253
SID4GOV ID:	02174990

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 22nd November 2024.

It's issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Service.

CALL-OFF LOT(S):

Lot 3 Software

CALL-OFF INCORPORATED TERMS

This is a Bronze Contract.

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

1. This Order Form, including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6098

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3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6098
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for RM6098
 - Call-Off Schedule 6 (ICT Services) including Annexes A to E
5. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
6. Joint Schedule 5 (Corporate Social Responsibility) RM6098

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

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1: Cyber Security Requirements

The following wording shall be included as a new Clause 3.4 of the Core Terms of the Call-Off Contract:

The Supplier warrants and represents 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 UK 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) such requirements as are identified by the Buyer in its Security Policy (if applicable); and
- c) any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from time to time.

Special Term 2: Supplier Staff

The following wording shall be included as a new Clause 7.6 of the Core Terms of the Call-Off Contract:

- 7.6 Notwithstanding that Call-Off Schedule 9 (Security) has not been incorporated into this Order Form under the section headed **“CALL-OFF INCORPORATED**

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TERMS”, paragraph 3.4.3 of Part B of Call-Off Schedule 9 (Security) shall apply to this Order Form in any event.

Special Term 3: Intellectual Property Rights (IPRs)

Clause 9.1 of the Core Terms of the Call-Off Contract – Delete this Clause and replace 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:
- receive and use the Deliverables
 - make use of the deliverables provided by a Replacement Supplier
 - develop and provide products and services to third parties

Special Term 4: Execution and Counterparts

The following wording shall be included as new Clause 36 of the Core Terms of the Call-Off Contract:

36 Execution and Counterparts

- 36.1 This Call-Off 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.
- 36.2 Execution of this Call-Off 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 Call-Off 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 Call-Off Contract as if signed by each Party’s manuscript signature. In such situation, this Call-Off Contract shall be formed on the date on which both Parties have electronically signed the Call-Off Contract as recorded in the Buyer’s electronic contract management system.

CALL-OFF START DATE: 13th December 2024

CALL-OFF EXPIRY DATE: 12th December 2027

CALL-OFF INITIAL PERIOD: 3 Years

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CALL-OFF OPTIONAL EXTENSION PERIOD: Not Applicable

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION: 30 Days
– The Parties agree that such notice shall not be served within 3 years of the Commencement Date.

CALL-OFF DELIVERABLES

SKU	Description	Quantity	Unit of Measure	Term
VCF-CLD-FND-5	VMware Cloud Foundation 5	1968	Cores	3 Years
VMC-AWS-I3EN-APE	VMC on AWS Service - Includes i3en Host and Software, 2yr subscription	5	Hosts	2 Years
VMC-AWS-I4I-APE	VMC on AWS Service - Includes i4i Host and Software, 2yr subscription	1	Hosts	2 Years

NHS England also require the option to extend the VMC Hosts detailed above for a further year. Pricing for the optional extension will be subject to agreement by the Parties at the end of the initial term.

LOCATION FOR DELIVERY
Electronic delivery of confirmations to be sent to england.core.infrastructureservices@nhs.net

DATES FOR DELIVERY
Electronic confirmations to be delivered within one week of a Purchase Order being issued to the Supplier. However, Licensing and Host start dates are to align with the Call-Off Contract Start Date.

TESTING OF DELIVERABLES
None

WARRANTY PERIOD
The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be as per the term of this Call-Off Contract.

MAXIMUM LIABILITY
The limitation of liability for this Call-Off 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 [REDACTED]

CALL-OFF CHARGES

SKU	Description	Quantity	Unit of Measure	Term	Unit Cost	Total Cost
[REDACTED]						

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NHS England reserves the right to extend the VMC hosts for a further year, up to the end of the Call-Off Contract's Initial Period.

SKU	Description	Quantity	Unit of Measure	Term	Unit Cost	Total Cost
[REDACTED]						

In addition to the indicative pricing above, the Buyer may purchase additional VMware (Broadcom) licensing, hosts and services over the term of the Call-Off Contract, subject to the Buyer's governance and approvals processes.

The Total Call-Off Contract Value for the initial requirement is [REDACTED] (excluding VAT).

In the event that NHS England invoke the extension option on the VMC hosts (outlined above), the Total Call-Off Contract Value will be increased to [REDACTED] (excluding VAT). For the avoidance of doubt, the Parties agree that the pricing provided for the extension option is indicative and subject to further agreement.

REIMBURSABLE EXPENSES
None

PAYMENT METHOD
Payment to be made via BACS following receipt of a valid invoice.

BUYER'S INVOICE ADDRESS:

Any queries regarding outstanding payments should be directed to NHS England's Accounts Payable section by email at financialaccounts@nhs.net

Invoices should clearly quote the purchase order number, be addressed to NHS England, X24 Payables K005, PO Box 312, LEEDS LS11 1HP and be sent as a PDF attachment by email to the following email address; sbs.apinvoicing@nhs.net (one invoice per PDF) and emails must not exceed 10Mb

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and quote, 'X24 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

7-8 Wellington Place, Leeds, LS1 4AP

BUYER'S ENVIRONMENTAL POLICY

NHS England Social Value Charter available online at: [NHS England Social value charter](#)

&

NHS England's [Sustainable development management plan: summary report](#)

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Universal Building, Manchester, M12 6JH

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Universal Building, Manchester, M12 6JH

PROGRESS REPORT FREQUENCY

Not Applicable

PROGRESS MEETING FREQUENCY

Not Applicable

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

VMware International Unlimited Company ("Broadcom")

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not Applicable

ADDITIONAL INSURANCES

Not Applicable

Framework Ref: RM6098

Project Version: v2.0

Model Version: v3.8

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GUARANTEE

Not Applicable

SOCIAL VALUE COMMITMENT

Not Applicable

BUYER CORE GOODS AND/OR SERVICES REQUIREMENTS

Goods and/or Services











- 1 The following requirements shall take priority above all terms, conditions and specifications set out in this Call-Off 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-user 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.
 - 1.7 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:	For and on behalf of the Buyer:
<div></div> <div>Full Name: [Redacted]</div> <div>Job Title/Role: [Redacted]</div> <div>Date Signed: 22 Nov 2024</div>	<div></div> <div>Full Name: [Redacted]</div> <div>Job Title/Role: [Redacted]</div> <div>Date Signed: 2/12/24</div>

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Annex 1: Applicable Schedules

Document Name	Embedded Document
CCS Core Terms	 RM6098 Core terms v3.0.11.pdf
Joint Schedule 1 (Definitions and Interpretation)	 RM6098 Joint Schedule 1 - Definitio
Joint Schedule 2 (Variation Form)	 RM6098 Joint Schedule 2 - Variator
Joint Schedule 3 (Insurance Requirements)	 RM6098 Joint Schedule 3 - Insuranc
Joint Schedule 4 (Commercially Sensitive Information)	 RM6098 Joint Schedule 4 - Commer
Joint Schedule 5 (Corporate Social Responsibility)	 RM6098 Joint Schedule 5 - Corporat
Joint Schedule 6 (Key Subcontractors)	 RM6098 Joint Schedule 6 - Key Subc
Joint Schedule 10 (Rectification Plan)	 RM6098 Joint Schedule 10 - Rectific
Joint Schedule 11 (Processing Data)	 RM6098 Joint Schedule 11 - Proce:
Call-Off Schedule 6 (ICT Services)	 RM6098 Call-Off Schedule 6 - ICT Ser