

Order Form

<u>References and Date</u>	
Order Reference Number	Vaccine Programme Ref: TD17
Date of Order Form	18 th December 2020
<u>Parties and Key Persons</u>	
Authority	NHS Commissioning Board, trading as NHS England, whose principal place of business is Quarry House, Quarry Hill, Leeds LS2 7UE
Suppliers	Atos IT Services UK Limited MidCity Place, Second Floor, 71 High Holborn, London, WC1V 6EA, UK
Principal Supplier(s)	Atos IT Services UK Limited MidCity Place, Second Floor, 71 High Holborn, London, WC1V 6EA, UK
Key Roles for the supply or performance of the Deliverables and the personnel who will fill those Key Roles ("Key Personnel")	Key Personnel: Enhanced Team Leader (ETL) Key Role: Subject Matter Expert (SME) for the service, building a personal knowledge and contacts base to enable them to advise agents on how to approach novel situations. They will liaise with the Authority as appropriate either during or post-resolution to agree resolutions and guidance. The ETL will help evolve the Service Desk knowledge-base as new scenarios emerge and are addressed

Contract Managers	<p>Contract Managers at the commencement of this Contract are as follows:</p> <div></div>				
Lead Contract Manager (if applicable)	N/A – See Contract Managers above				
Person(s) to receive notices under the Contract	<p>As at the commencement of this Contract.</p> <table border="1"><tr><td><i>Authority's nominated person and contact details for service of notices</i></td><td><div></div></td></tr><tr><td><i>Supplier's nominated person and contact details for service of notices</i></td><td><div></div></td></tr></table>	<i>Authority's nominated person and contact details for service of notices</i>	<div></div>	<i>Supplier's nominated person and contact details for service of notices</i>	<div></div>
<i>Authority's nominated person and contact details for service of notices</i>	<div></div>				
<i>Supplier's nominated person and contact details for service of notices</i>	<div></div>				


<i>Notified Sub-contractors in the event of a TUPE transfer at a Relevant Commencement Date</i>	N/A – TUPE will not apply																														
<u>General</u>																															
Status of Order Form	<p>On the signature of the Order Form by Atos IT Services UK Limited and its return to the Authority, the signature of the Order Form by the Authority shall be the point at which a contract is formed between the Authority and Atos IT Services UK Limited. This Order Form, together with the Call-Off Terms and Conditions and the applicable provisions of the Framework Agreement form a contract (defined as “the Contract” in the Call-Off Terms and Conditions) between the parties as at and from the date of this Order Form.</p> <p>All terms defined in the Call-Off Terms and Conditions shall have the same meaning when utilised in this Order Form.</p>																														
Call-Off Terms and Conditions	<p>The Call-Off Terms and Conditions comprise the following Schedules of Appendix A of the Framework Agreement:</p> <table border="1"> <tr> <td>Schedule 1</td><td>Key Provisions</td></tr> <tr> <td>Schedule 2</td><td>General Terms and Conditions</td></tr> <tr> <td>Schedule 3</td><td>Definitions and Interpretations Provisions</td></tr> <tr> <td>Schedule 4</td><td>This Order Form</td></tr> <tr> <td>Schedule 5</td><td>Information Governance</td></tr> <tr> <td>Schedule 6</td><td>Security Management</td></tr> <tr> <td>Schedule 7</td><td>Standards</td></tr> <tr> <td>Schedule 8</td><td>Software</td></tr> <tr> <td>Schedule 9</td><td>Installation and Commissioning Services</td></tr> <tr> <td>Schedule 10</td><td>Maintenance Services</td></tr> <tr> <td>Schedule 11</td><td>Guarantee</td></tr> <tr> <td>Schedule 12</td><td>Staff Transfer</td></tr> <tr> <td>Schedule 13</td><td>Change Control Process</td></tr> <tr> <td>Schedule 14</td><td>Calculation of Termination Sum</td></tr> <tr> <td>Schedule 15</td><td>Not Used</td></tr> </table>	Schedule 1	Key Provisions	Schedule 2	General Terms and Conditions	Schedule 3	Definitions and Interpretations Provisions	Schedule 4	This Order Form	Schedule 5	Information Governance	Schedule 6	Security Management	Schedule 7	Standards	Schedule 8	Software	Schedule 9	Installation and Commissioning Services	Schedule 10	Maintenance Services	Schedule 11	Guarantee	Schedule 12	Staff Transfer	Schedule 13	Change Control Process	Schedule 14	Calculation of Termination Sum	Schedule 15	Not Used
Schedule 1	Key Provisions																														
Schedule 2	General Terms and Conditions																														
Schedule 3	Definitions and Interpretations Provisions																														
Schedule 4	This Order Form																														
Schedule 5	Information Governance																														
Schedule 6	Security Management																														
Schedule 7	Standards																														
Schedule 8	Software																														
Schedule 9	Installation and Commissioning Services																														
Schedule 10	Maintenance Services																														
Schedule 11	Guarantee																														
Schedule 12	Staff Transfer																														
Schedule 13	Change Control Process																														
Schedule 14	Calculation of Termination Sum																														
Schedule 15	Not Used																														

	Schedule 16	Acceptance Testing
	Schedule 17	Benchmarking
	Schedule 18	Governance
	Any additional Extra Key Provisions set out at Annex 2 below shall be incorporated into the Contract formed by the signature and completion of this Order Form.	
Framework Agreement	The Health Systems Support Framework established by NHS England for and on behalf of NHS England and other contracting authorities (the “ Framework Agreement ”).	
Call-Off ITT	N/A – Not Used	
Call-Off ITT Response	N/A – Not Used	
Contract Meetings	The Suppliers' Service Manager will arrange and attend a monthly account and service governance review meeting with the Authority to review the reports and discuss service performance, any possible concerns, service improvement actions or changes to the service	
Fast-track Change values	N/A	
<u>Contract Term and Termination Provisions</u>		
Term of the Contract	25 th November 2020 to 31 st May 2021.	
Extension of Term	<p>The Authority has the right to extend on one or more occasions, up to a maximum 18 Months extension in aggregate.</p> <p>Clause 21.2 is amended as follows:</p> <p>Subject to any contrary or specific provision(s) in the Order Form the Authority shall be entitled to elect to extend the Term on one or more occasions by giving the Suppliers written notice no less than one (1) Months prior to the date on which this Contract would otherwise have expired, provided that the aggregate period of any such extensions shall not exceed eighteen (18) Months unless otherwise specified in the Order Form.</p>	

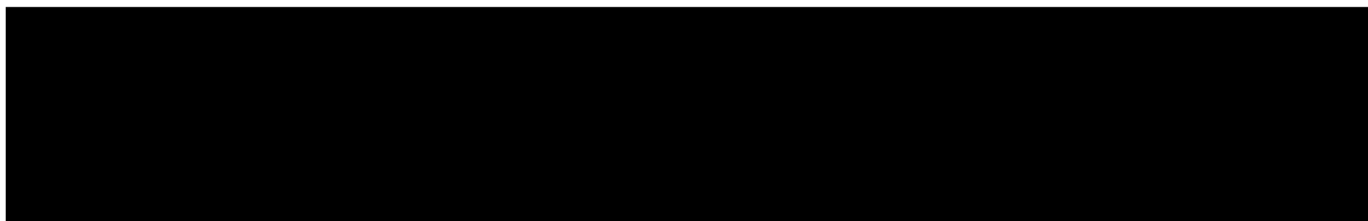
Unilateral Authority right of termination notice period	<p>One (1) Month</p> <p>Clause 25.1 is amended as follows:</p> <p>Subject to Clause Error! Reference source not found. of Error! Reference source not found. the Authority may elect to terminate this Contract (or at its election part of the Contract) for any reason on a date specified by the Authority by giving the period of notice specified in the Order Form to the Suppliers.</p>
Maximum Payments following Unilateral Authority right to terminate	See "Maximum Payments on Unilateral Termination by Authority" set out in Annex 3 of this Order Form.
Maximum Permitted Profit Margin	N/A – Not Used
Variation to Termination Sum calculation	N/A – Not Used
Insurance on Expiry or Termination	<p><i>On the expiry or earlier termination of this Contract, the Suppliers are required to ensure that:</i></p> <ol style="list-style-type: none"> 1) <i>unless otherwise required in the Extra Key Provisions, any ongoing liability that they have or may have arising out of this Contract shall continue to be the subject of appropriate insurance and/or indemnity arrangements and/or membership of the risk pooling statutory schemes for the period of six (6) years from termination or expiry of this Contract; and</i> 2) <i>where the Deliverables or any part of them could result in liability to any patient in respect of care and/or advice funded by an NHS body, any ongoing liability that the Suppliers have or may have arising out of this Contract shall continue to be the subject of appropriate insurance and/or indemnity arrangements and/or membership of the risk pooling statutory schemes for the period of up to twenty-one (21) years from termination or expiry of this Contract.</i> <p><i>(See Clauses 20.8 and 20.9 of Error! Reference source not found. of the Call-Off Terms and Conditions, respectively)</i></p>

<u>Contract Deliverables</u>	
Deliverables	<p>The Deliverables to be provided by the Supplier(s) under the Contract shall be the Services and/or Ad Hoc Services and/or Goods and/or any other requirement agreed by the parties in writing (including without limitation any item, feature, material, outcome or output). The Deliverables are described at Annex 1 Part 1 of this Order Form ("the Specification") and shall be provided from the Deliverables Commencement Date set out below in accordance with the KPIs set out in Annex 1 Part 2.</p> <p>Where the Suppliers comprise more than a single Supplier the Supplier Matrix at Annex 1 of the Order Form, shall indicate which portion of the Deliverables are to be provided by which of the Suppliers.</p>
Priority Deliverable	Any part of the Services
Deliverables Commencement Date	25 th November 2020
Services Commencement Date	25 th November 2020
Goods Commencement Date	N/A – Not Used
Long Stop Date	25 th November 2020
Implementation Plan	The implementation plan as set out at Annex 4 of this Order Form.
Quality Plans	N/A – Not Used
Information Security Management Plan	The information security management plan set out at Annex 5 of this Order Form and as may be amended from time to time in accordance with Schedule 6 of the Call-Off Terms and Conditions.

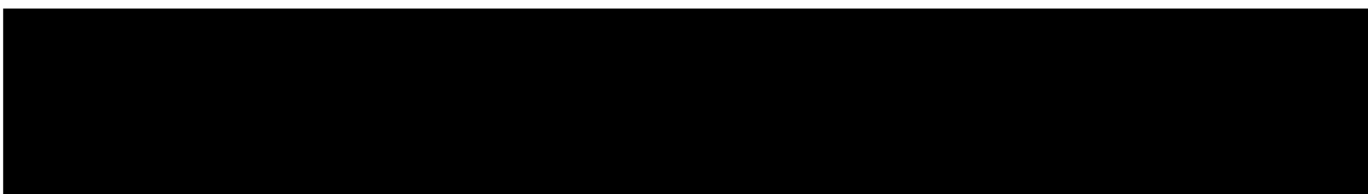
Insurance	Insurance levels are as stated in Clause 20 of Schedule 2 (General Terms and Conditions).
Supplier Specific Standards	N/A – No additional standards required other than those set out in Schedule 7.
<u>Premises and Property</u>	
Premises and Location(s) for the Delivery of the Deliverables	Telecom Service Centres Ltd (trading as Webhelp) 1 Central Park Avenue, Central Business Park, Larbert, Falkirk FK5 4RX.
Property Licence(s) and/or Lease(s) granted to the Suppliers	
<u>Information Governance</u>	
Information Governance Provisions (Schedule 5)	The default position under the Call-Off Terms and Conditions is that the Authority shall act as a Controller and the Supplier shall act as a Processor.
Processing of Personal Data	See Annex 7 of this Order Form
<u>Intellectual Property Rights and Licencing</u>	
Intellectual Property	N/A – No amendments made to Clause 14 of Schedule 2 (General Terms and Conditions)
Local Health and Care Record Exemplar (LHCRE) Specific IPR	N/A – Not relevant to this Contract
Supplier Owned Foreground IPR	N/A – All Foreground IPR to be owned by the Authority
Standard Licence Terms	N/A – No amendments made to Clause 15

Supplier Software and Third Party Software	
<u>Contract Price and Payment</u>	
Contract Price	The price(s) to be paid by the Authority to the Suppliers for the provision of the Services, as set out in Annex 3 of this Order Form.
Financial Model	The Suppliers' Financial Model is set out in Annex 3 of this Order Form.
Total Contract Price for the purposes of Clause 19 (Limitation of Liability)	£1,030,382.00
Contracts conditional on the execution of a Guarantee	N/A – No guarantee required
Guarantee in favour of NHSE	N/A – No guarantee required
Payment Provisions	The payment terms for the payment by the Authority to the Suppliers of the Contract Price for the Services are set out at Annex 3 of this Order Form.

Signed by the authorised representative of each AUTHORITY (as applicable)



Signed by the authorised representative of each of the SUPPLIERS



The actual signatures produced in Docusign will appear on the final page of this Order Form.

Order Form Annexes

Annex 1

Part 1: Specification

Part 2: KPI Overview

Part 3: KPIs

Part 4: Calculation of Service Credits

Part 5: Termination Trigger for Accrued KPI Failures

Part 6: Excusing Events

Annex 2

Extra Key Provisions

Annex 3

Contract Price and Payment Terms

Maximum Payments on Unilateral Termination

Supplier's Financial Model

Annex 4

Implementation Plan

Annex 5

Information Security Management Plan

Annex 6

Supplier Solution

Annex 7

Processing of Personal Data

Annex 8

Board Representations and Structures

Annex 9

Standard Licence Terms

Annex 10

Notified Sub-Contractors

Annex 11

Supplier Software and Third Party Software

Annex 12

Sub-contractor

Annex 1

Annex 1 Part 1: Specification

1.1 The Deliverables

Main object:

To provide service desk agents and other service management resource along with the telephony system including IVR to provide the COVID-19 Vaccination Programme ("Vaccination Programme") with a Service Desk to act as a Single Point of Contact providing an incident resolution, advice and guidance and log-and-referral services for all Authority and associate professionals working on the Vaccination Programme.

1.2 Division of Service provision between Suppliers/Sub-contractors

The division of the services between Suppliers (where more than one Supplier) must be consistent with the completed Supplier Matrix, subject to any assignment/subcontracting permitted by the terms of the Framework Agreement after the commencement date of the Framework Agreement.

Supplier Matrix

supplier	Service
N/A – Not Used	N/A – Not Used

Annex 1 Part 2: KPI Overview

Key Performance Indicators

- 1 During the Term of the Contract the Suppliers shall provide the Deliverables so as to meet the standard under each of the KPIs described below.
- 2 Annex 1 Part 3 of this Order Form sets out the Key Performance Indicators that the Parties have agreed shall be used to measure the performance of the Deliverables by the Suppliers.
- 3 The Suppliers shall monitor their performance against each KPI and shall send the Authority a report detailing the level of service actually achieved in accordance with the provisions of this Contract.
- 4 Not Used.
- 5 Not Used.

KPI Failure Points

- 6 Not Used.
- 7 Not Used.
- 8 Not Used.

Repeat KPI Failures

- 9 Not Used.
- 10 Not Used.

Related KPI Failures

- 11 Not Used.

Annex 1 Part 3: KPIs

1 Primary Key Performance Indicators – Not Used

Not Used

2. Secondary Key Performance Indicators – Not Used

Not Used

3. Definitions

Not Used

4. KPIs

KPI Ref	Key Performance Indicator Title	KPI Description	Measurement of KPI	Frequency
KPI 1	Call Waiting Time	80% of calls answered in less than or equal to forty (40) seconds	$X / Y \times 100\%$ Where X = The total number of calls answered within 40 seconds during the Measurement Period Y = The total number of phone calls received during the Measurement Period.	Monthly
KPI 2	Maximum Call Waiting Time	99% of calls answered in less than or equal to 600 seconds.	The total number of calls that exceed the maximum wait time of 600 seconds expressed as an absolute number and as a percentage of the total number of phone calls in the Measurement Period.	Monthly

Annex 1 Part 4: Calculation of Service Credits – Not Used

Not Used

Annex 1 Part 5: Termination Trigger for Accrued KPI Failures – Not Used

Not Used

Annex 1 Part 6: Excusing Events

None as at the Effective Date

Annex 2 Extra Key Provisions

Schedule 18 (Governance):

Schedule 18 (Governance) is amended as follows:

- Deletion of the following Definitions at Schedule:

“Programme Board”	The group described in Paragraph 4;
“Risk Management Board”	the group described in Paragraph 6;
“Technical Board”	the group described in Paragraph 5;

- Amendment of the following Definition:

“Boards”	the Service Management Board
-----------------	------------------------------

- Paragraph 3 is amended as follows:

3.1 The Service Management Board shall be responsible for the executive management of the provision of the Deliverables and shall:

- 3.1.1 be accountable for comprehensive oversight of the Deliverables and for the senior management of the operational relationship between the Parties;
- 3.1.2 Not Used;
- 3.1.3 receive reports from the Contract Managers on matters such as issues relating to delivery of the Deliverables and performance against the KPIs, progress against the Implementation Plan and possible future developments;
- 3.1.4 review, guidance, approvals and escalations on service management, coordination of individual projects and any integration issues;
- 3.1.5 deal with the prioritisation of resources and the appointment of project managers on behalf of the Parties;
- 3.1.6 consider and resolve disputes (including disputes as to the cause of a delay or the performance of the Deliverables) in the first instance and if necessary escalate within the Parties' own organisations

3.1.7 develop operational/supplier relationship and develop and propose the relationship development strategy and ensure the implementation of the same; and

3.1.8 identify and manage risks in accordance with Paragraph 7 of this Schedule 18 (Governance).

- Paragraph 4, 5 6 and 8 are deleted in their entirety.

Condition Precedent:

Clause 3 of Schedule 2 (General Terms and Conditions) is amended as follows:

5.1 Where stipulated in the Order Form, and save for Clause **Error! Reference source not found.** (Term) of Schedule 1 of these Call-Off Terms and Conditions, Clauses **Error! Reference source not found.** (Warranties), **Error! Reference source not found.** (Limitation of Liability), **Error! Reference source not found.** (Dispute Resolution and Expert Determination), **Error! Reference source not found.** (Notice) and **Error! Reference source not found.** (General) of Schedule 2 of these Call-Off Terms and Conditions, **Error! Reference source not found.** of these Call-Off Terms and Conditions and **Error! Reference source not found.** of these Call-Off Terms and Conditions, this Contract is conditional upon:

5.1.1 the valid execution and delivery to the Authority of the Supplier Code of Conduct.

5.1.2 Not Used.
(the "Condition Precedent").

5.2 The Authority may at its sole discretion at any time agree to waive compliance with the Condition Precedent by giving the Suppliers notice in writing.

5.3 Where the Order Form stipulates that the Contract is conditional upon the Conditions Precedent in accordance with Clause 4 above, the Suppliers shall satisfy, or procure the satisfaction of, the Condition Precedents as soon as possible. In the event that the Condition Precedents are not satisfied within twenty (20) Business Days after the Order Form Date then, unless the Condition Precedents are waived by the Authority in accordance with Clause 5.2:

5.3.1 this Contract shall automatically terminate and those Clauses that have not already come into effect shall not come into effect; and

5.3.2 neither Party shall have any obligation to pay any compensation to the other Party as a result of such cessation.

For the avoidance of doubt, Clauses 3.4 and 3.5 of Schedule 2 (General Terms and Conditions) are unamended by these Extra Key Provisions.

KPIs:

In relation to KPIs, the Contract is amended specifically as follows:

- Deletion of the following Definitions at Schedule 3 (Definitions and Interpretation):

“KPI Failure Points”	means any Primary KPI Failure Points and/or any Secondary KPI Failure Points (as applicable)
“Primary KPI Failure”	has the meaning given in the Call-Off ITT and/or Specification;
“Primary KPI Failure Points”	has the meaning given in the Call-Off ITT and/or Specification;
“Repeat KPI Failure”	means a KPI Failure as described in paragraph 9 of Annex 1 Part 2 of the Order Form
“Secondary KPI Failure”	has the meaning given in the Call-Off ITT and/or Specification;
“Secondary KPI Failure Points”	has the meaning given in the Call-Off ITT and/or Specification;

- Amendment of the following Definition at Schedule 3 (Definitions and Interpretation):

“KPI Failure”	means, failure during the Measurement Period to meet any of the KPIs set out in Annex 1, Part 3 of this Order Form.
----------------------	---

- Deletion of the following Contract Clauses and Paragraphs:
 - Clause 11.3.2 of Schedule 2 (General Terms and Conditions);
 - Clause 22.5.5 of Schedule 2 (General Terms and Conditions);
 - Clause 22.5.6 of Schedule 2 (General Terms and Conditions);
 - Clause 22.5.7 of Schedule 2 (General Terms and Conditions);
 - Paragraph 4 of Part 2 to Annex 1 of the Order Form;
 - The tables in relation to Primary Key Performance Indicators and Secondary Key Performance Indicators of Part 3 to Annex 1 of the Order Form;
 - The entirety of Part 4 to Annex 1 of the Order Form;
 - The entirety of Part 5 to Annex 1 of the Order Form; and
 - The deletion of reference to “.....any KPI Failure and.....” from Clause 22.1 of Schedule 2 (General Terms and Conditions).

Call Off-ITT:

The definition “Call Off-ITT” is amended as follows:

“Call-Off ITT”	means the Supplier’s Solution as attached at Annex 6 to the Order Form;
-----------------------	---

Annex 3

Contract Price and Payment Terms

General

The Contract Price which is applicable to this Contract is set out at the Contract Price section below in this Annex 3 to this Order Form.

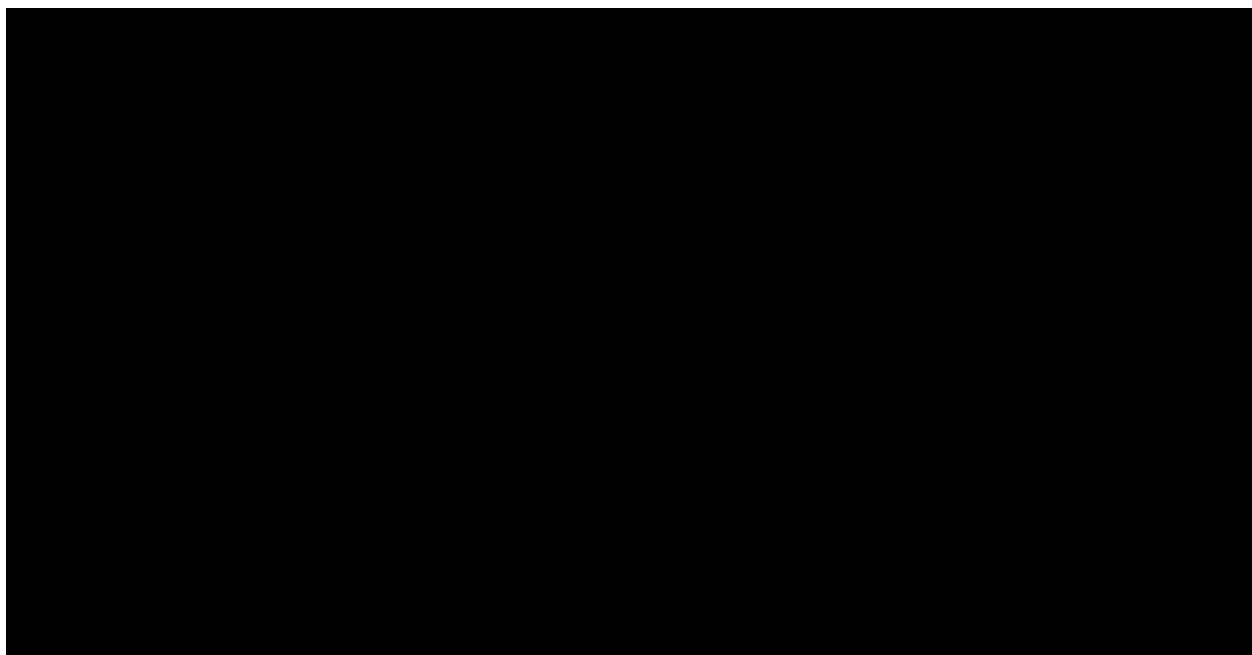
Save as otherwise expressly set out in this Contract or as otherwise agreed in accordance with the Change Control Process, the Contract Price is inclusive of all costs and expenses incurred by the Supplier in connection with providing the Services in accordance with this Contract, and the Authority shall not be charged for any costs of the Supplier or its Sub Contractors or other third parties to provide the Services unless a specific rate or charge is set out in this Annex 3.

All monetary figures in this Contract are exclusive of VAT.

Contract Price

Implementation

Implementation activity in relation to the implementation of the Services shall be chargeable on a time and materials basis as set out below.



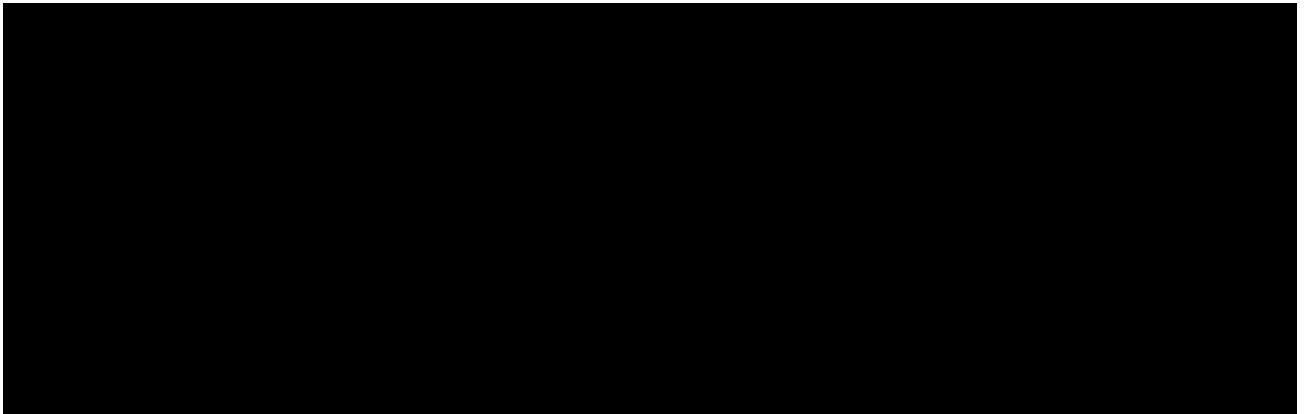
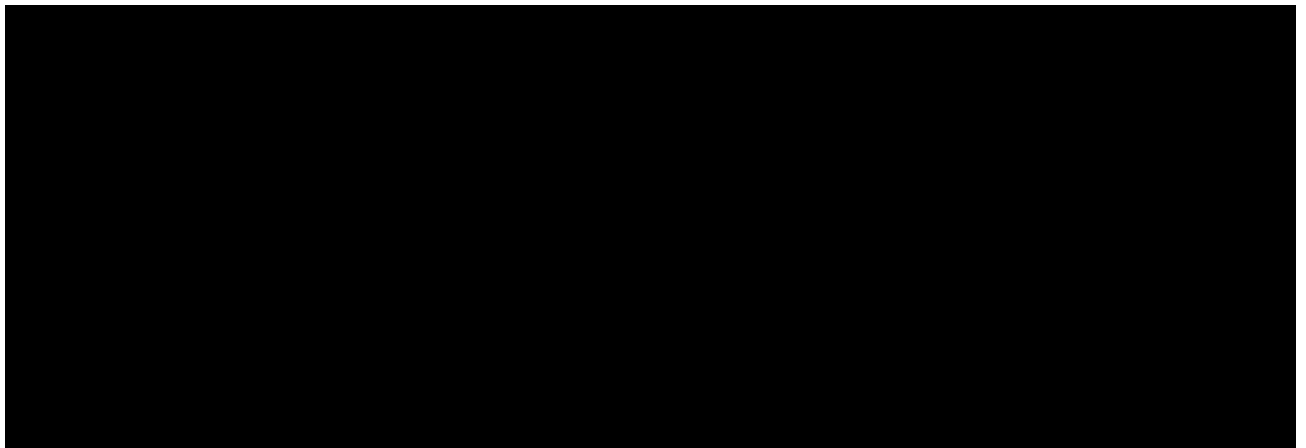
Minimum Viable Desk

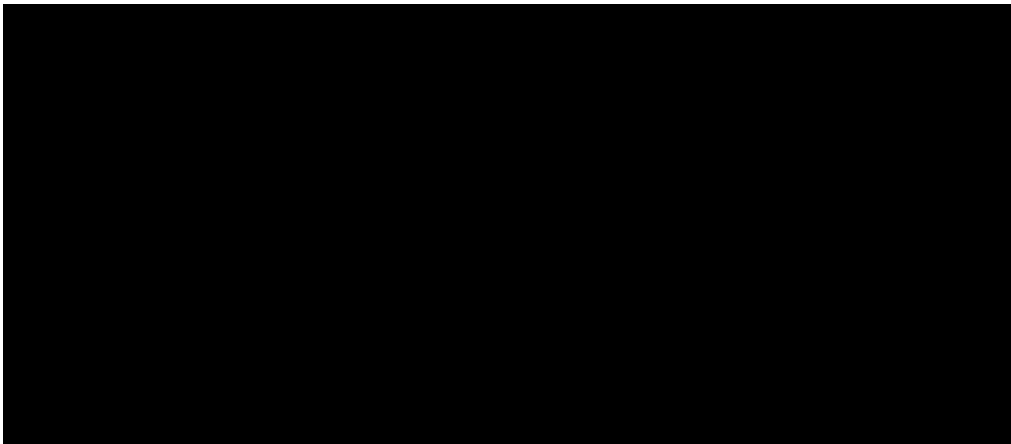
The minimum viable desk shall operate from 8:00 to 18:00 from the 25th November to 30th November 2020 inclusive.

The cost of this service to the Authority shall be [REDACTED]

Monthly Service Charges

The charges payable by the Authority to the Supplier on a monthly basis are determined by the number of contacts for the month and the most appropriate model as agreed between the Parties. From the 1st of December 2020 the contacts per month have been estimated at 25,000 based on Model 2, scenario 2. The Parties shall review the monthly level of contacts from the 1st December 2020. Monthly Service Charges for all predefined models ("service options") are set out in the table below:

A large black rectangular box redacting the content of the table mentioned in the text above.A large black rectangular box redacting the content of the table mentioned in the text above.



Any model required by the Authority other than those set out in the table above shall be determined and agreed by the Parties via the Change Control Process.

The Service Desk shall operate 7 days a week (including public holidays in England and Wales) from 6:00 to 22:00 from the 1st December 2020.

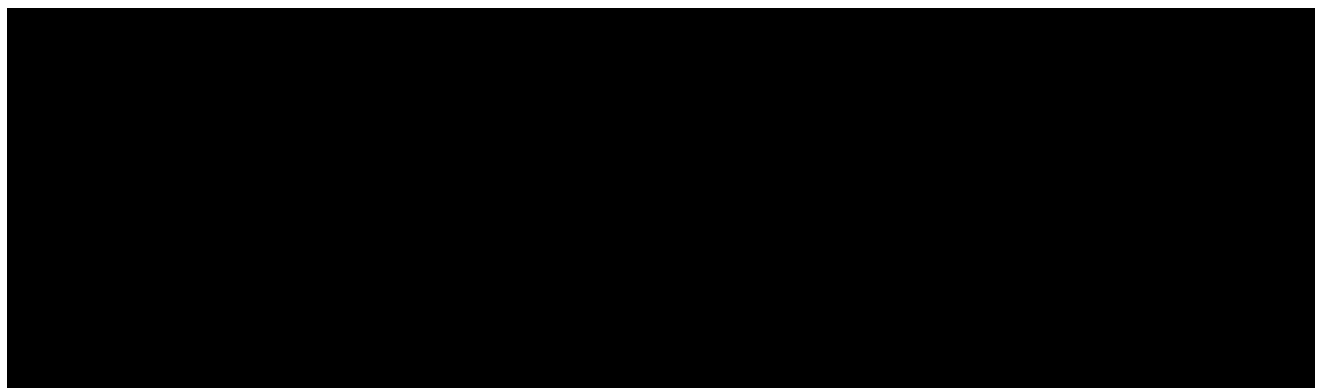
Increase and Decreases in Service Desk Agents

Scaling up or down is possible automatically via the service option models presented above in the Monthly Service Charges section to Annex 3 of this Order Form.

The Service can be scaled-down subject to a maximum of one-calendar-month's notice from the Authority. The Supplier shall at all times seek to mitigate cost to the Authority wherever practicable by scaling down the service quicker (for example where agency staff contracts can be terminated at 1 (one) week's notice).

The Service can be scaled-up subject to a maximum of 3 (three) weeks' notice from the Authority.

Significant scaling-up may be carried out over a longer period of time, in which case any stepped pro-rata increases in charging will be agreed between the Parties as required. For the avoidance of doubt, "significant scaling up" may apply where the Authority requests the Supplier to scale up by more than one service option increment (eg from model 1 to model 3 or model 2 to model 4).



Resource	Headcount
L1 Dedicated (Agents)	33.6*
Team Leader	2.24
Ops	0.34
Quality Manager	0.45
Enhanced Team Leader	1.12
Trainer	0.45
Total Headcount	38.19

*These are physical Agents, so actual staffing at any given time will be dictated by shifts, breaks, sickness and leave.

The Parties acknowledge that the estimates and assumptions made in order to establish the Services and Contract Price at the Effective Date are subject to inherent uncertainty. As such the Parties agree to a review (the "Initial Service Review") of the volumes, data and assumptions during April 2021 once four months of actual data are available to the Parties.

The aim of the Initial Service Review shall be to establish if the estimates and assumptions made in the Supplier's proposal are accurate and if the Contract Price as at the Effective Date is fair and affords the Authority with good value for money.

The scope of the Initial Service Review shall include a review of key metrics (eg Call volumes, service hours (including call patterns), average handling time, average waiting times, email to telephone call percentages etc) against those assumptions made in the Supplier's proposal.

Following the Initial Service Review, any change to the Services and/or Contract Price shall be done via the Change Control Process.

Contract Price for permitted extensions to the Term

The Contract Price for the extension(s) to the Term shall be entirely consistent with the pricing set out in the Contract Price section to this Annex 3.

In the event that the Authority exercises its right to extend the Initial Term, at each anniversary of the Services Commencement Date the Supplier shall have the right to a reasonable increase in the Contract Price where its Sub-contractor has increased its charges to the Supplier as a result of increases in salary costs within the Sub-contractor's organisation. Any such increase in the Contract Price shall be demonstrable and evidenced

if requested by the Authority. The Supplier shall challenge the Sub-contractor, obtaining transparency of costs, where any increases in charges to the Supplier look unreasonable or out of line with salary increases either within the Sub-contractor's wider organisation or within the industry generally.

Total Contract Price for the purposes of Clause 19 (Limitation of Liability)

The Contract Price for the purposes of Clause 19, as estimated at the Effective Date is £1,030,382.

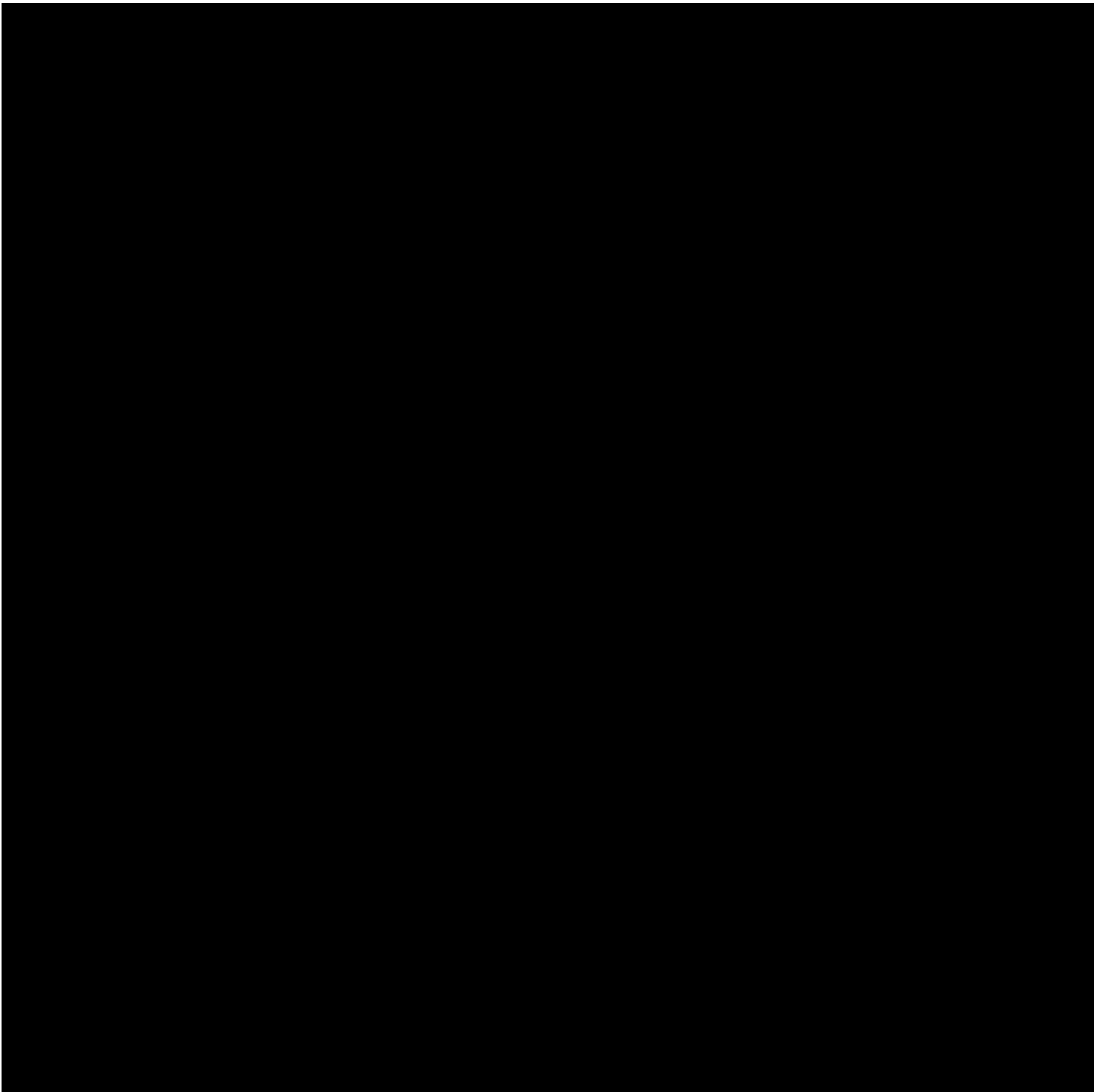
Payment Provisions

All charges shall be invoiced by the Supplier monthly in arrears.

The Customer shall pay all sums properly due and payable to the Supplier in cleared funds within thirty (30) days of receipt of a valid invoice, submitted to the address specified by the Customer in Annex 3 of this Order Form and in accordance with the provisions of this Contract.

Invoicing Address

X24 Payables K005,
Phoenix House,
Topcliffe Lane,
Wakefield,
WF3 1WE

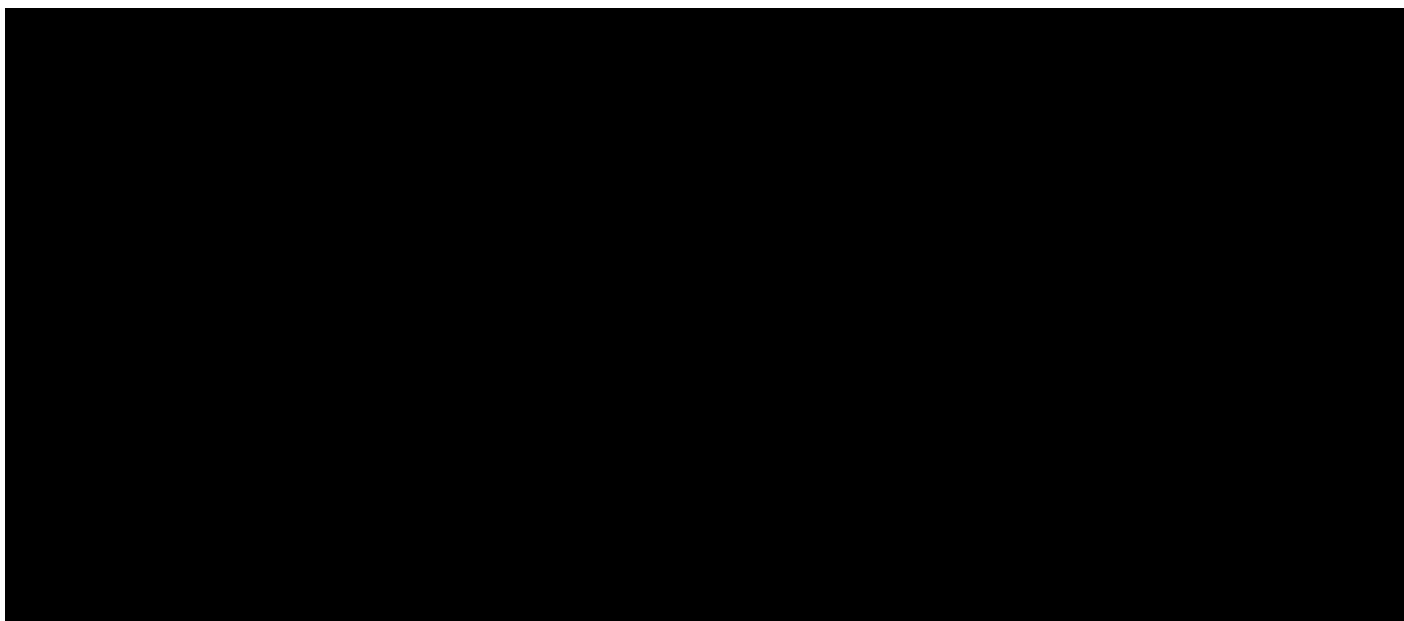


Suppliers' Financial Model (if applicable)

N/A – No Supplier Financial Model used

Annex 4

Implementation Plan



Annex 5

Information Security Management Plan

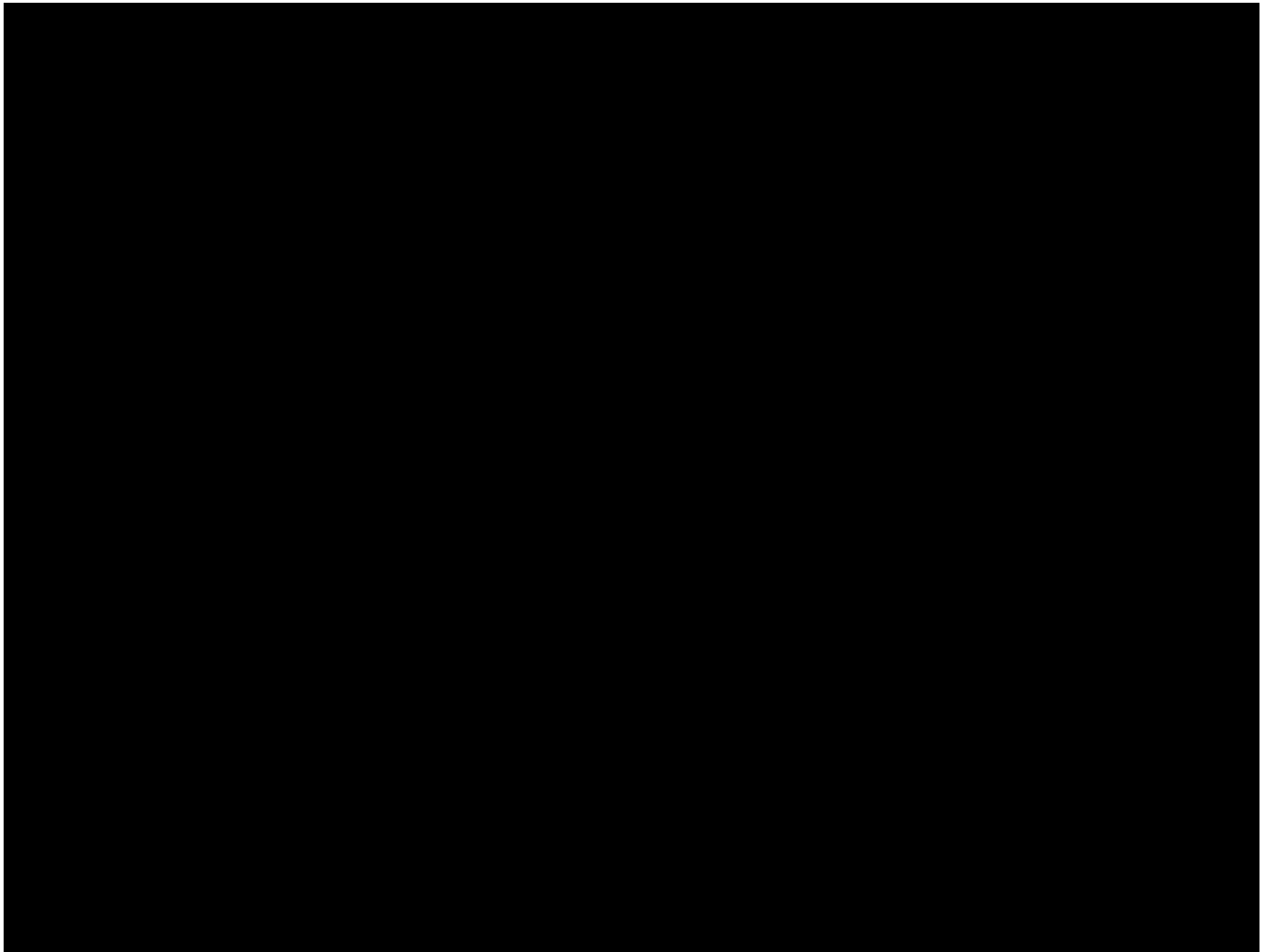
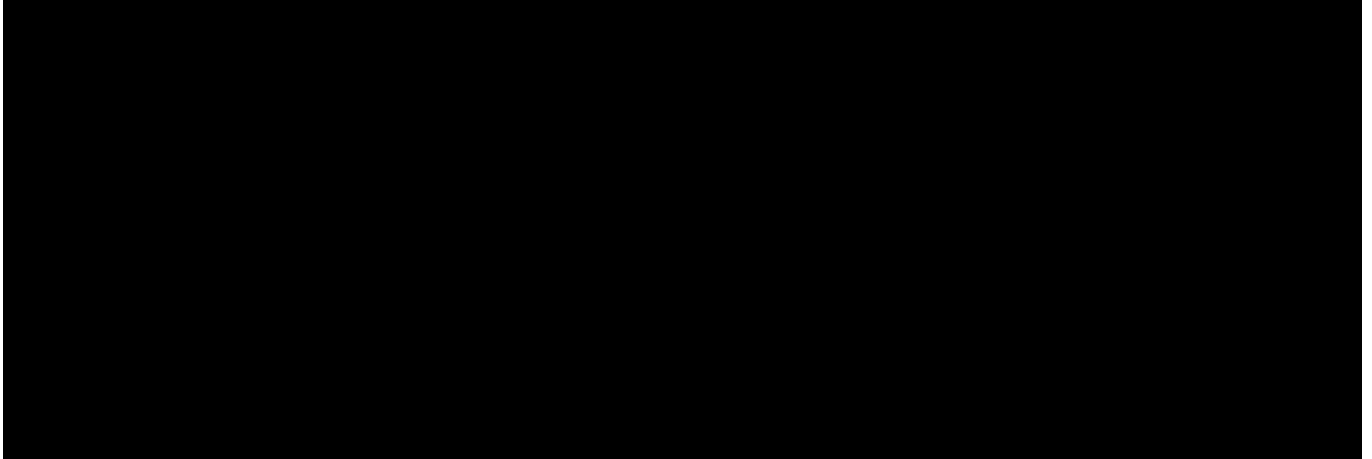


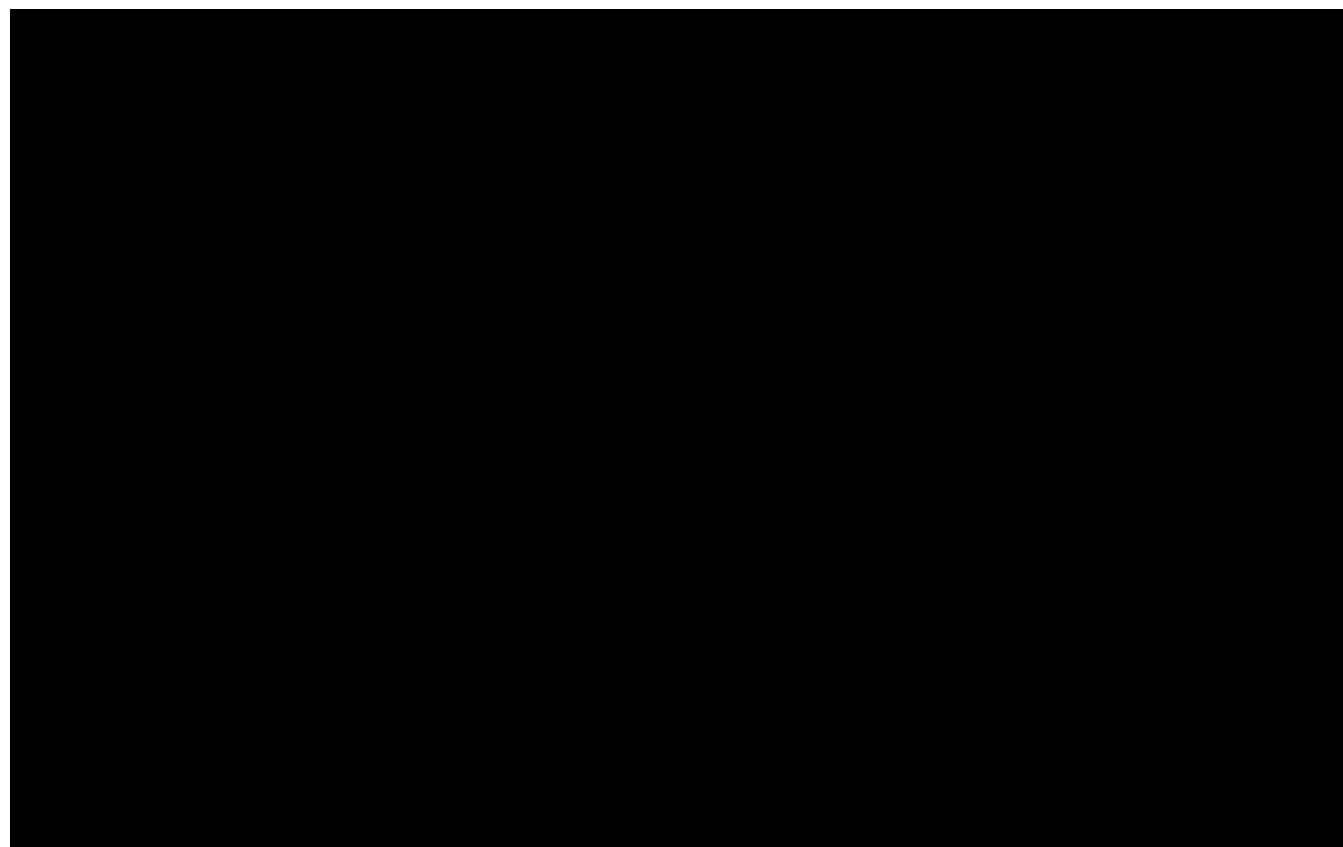
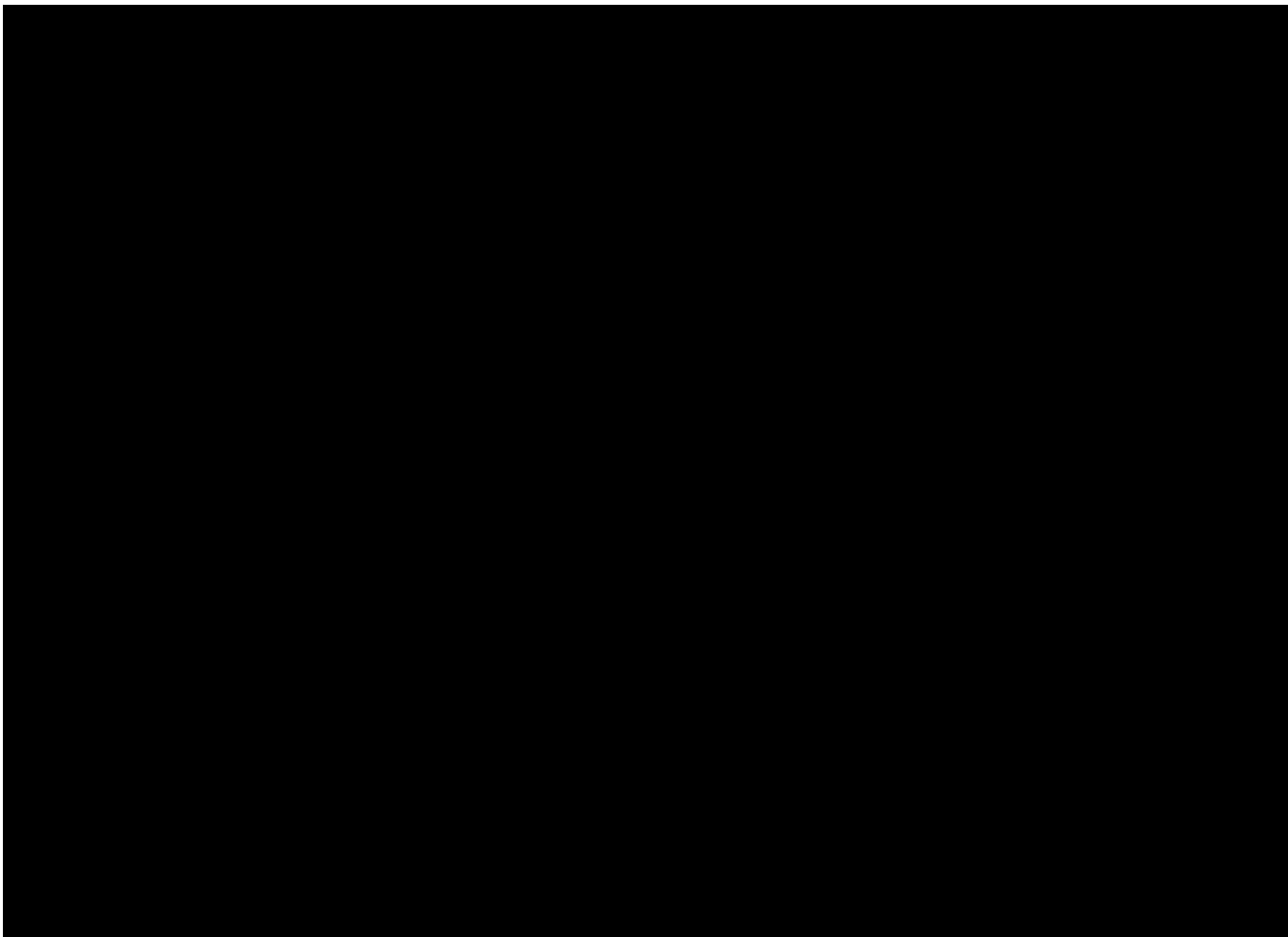
UKT-MAK-11B3%20N
HSE%20Vaccination%.

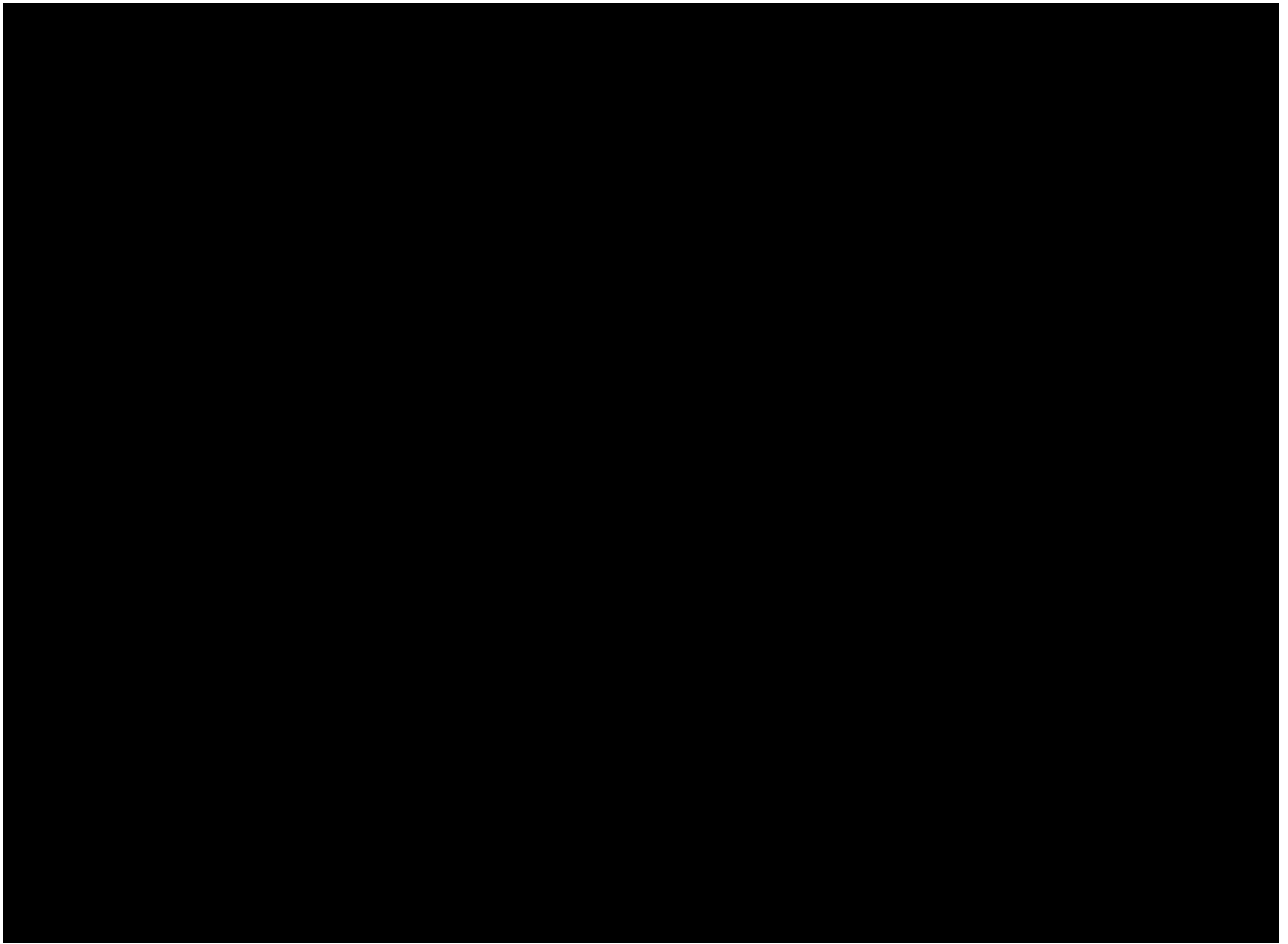
Annex 6

Supplier Solution

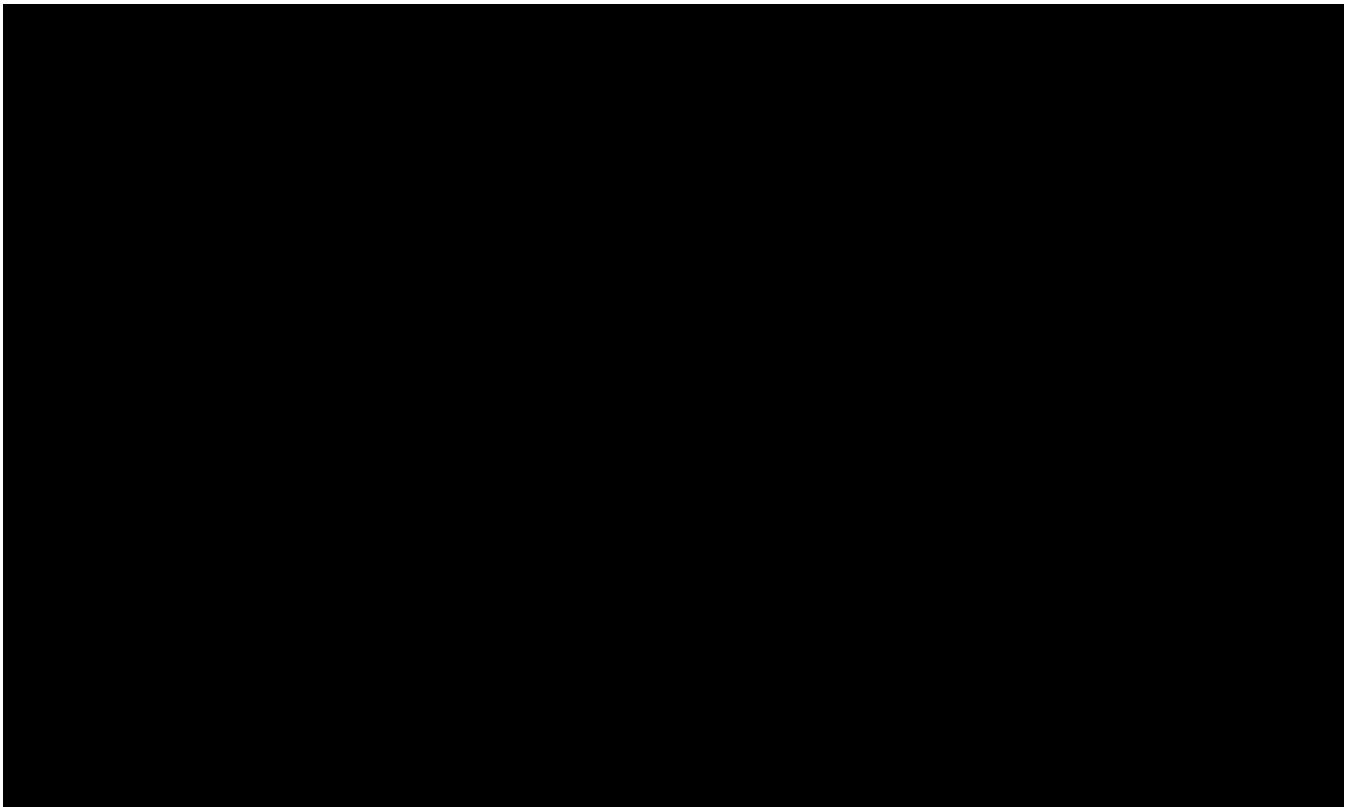
Solution Requirements

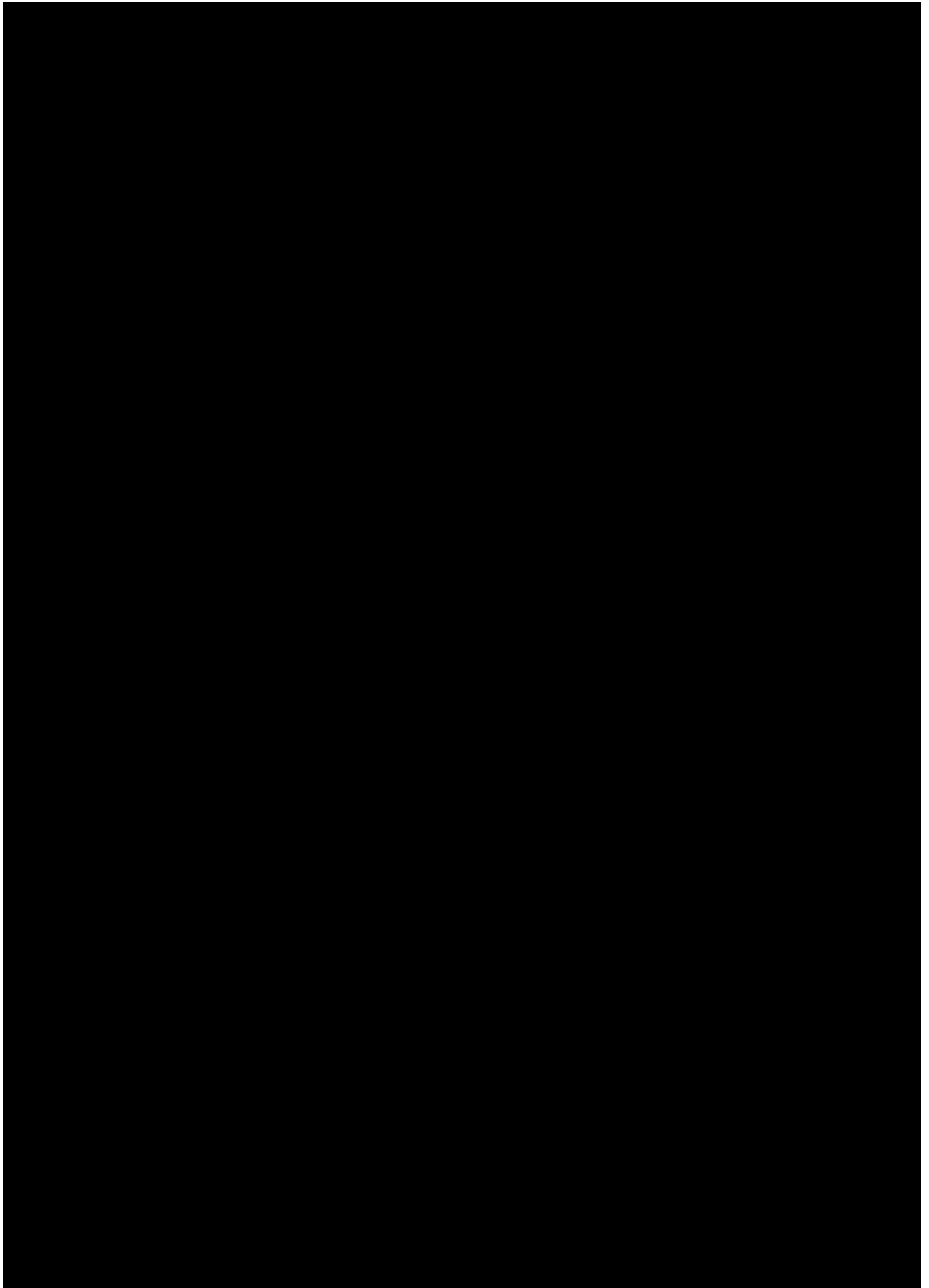


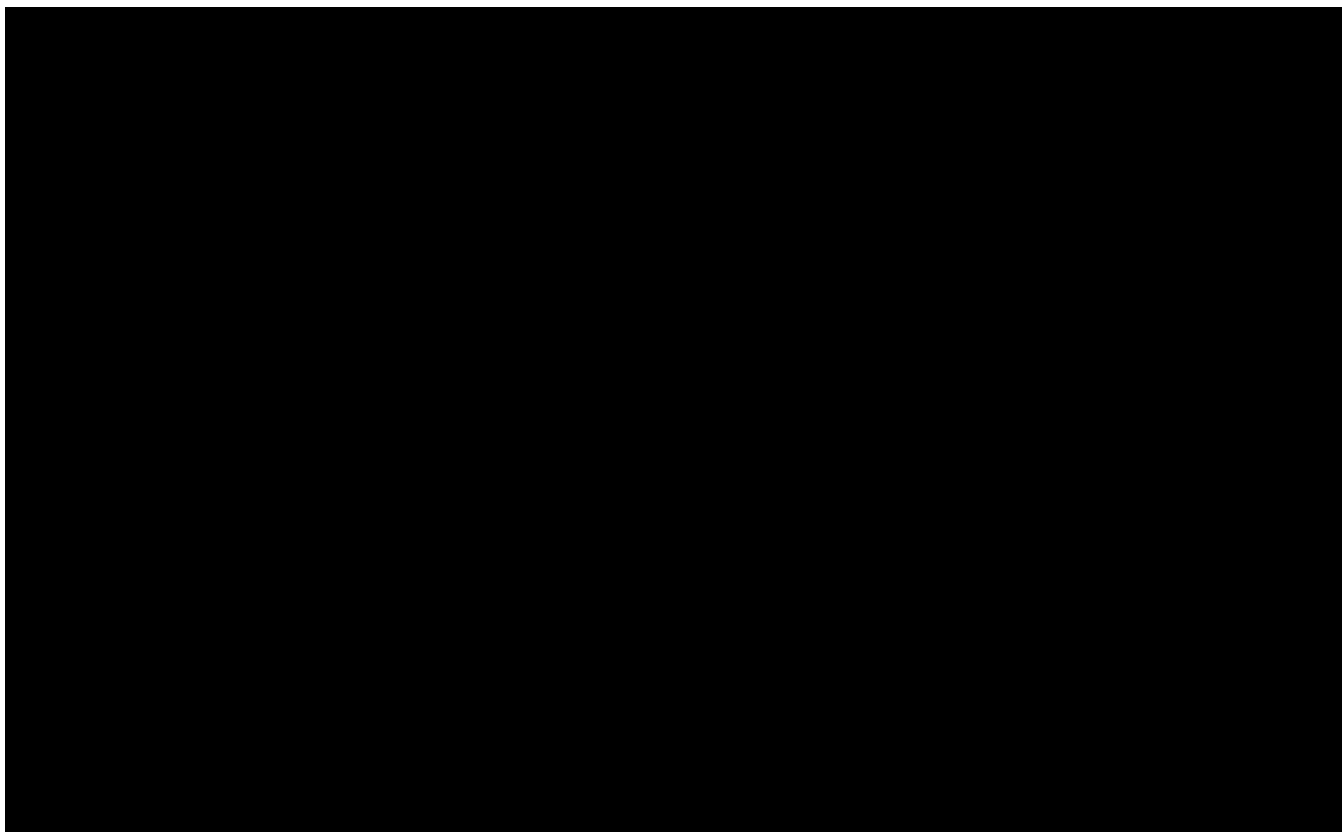
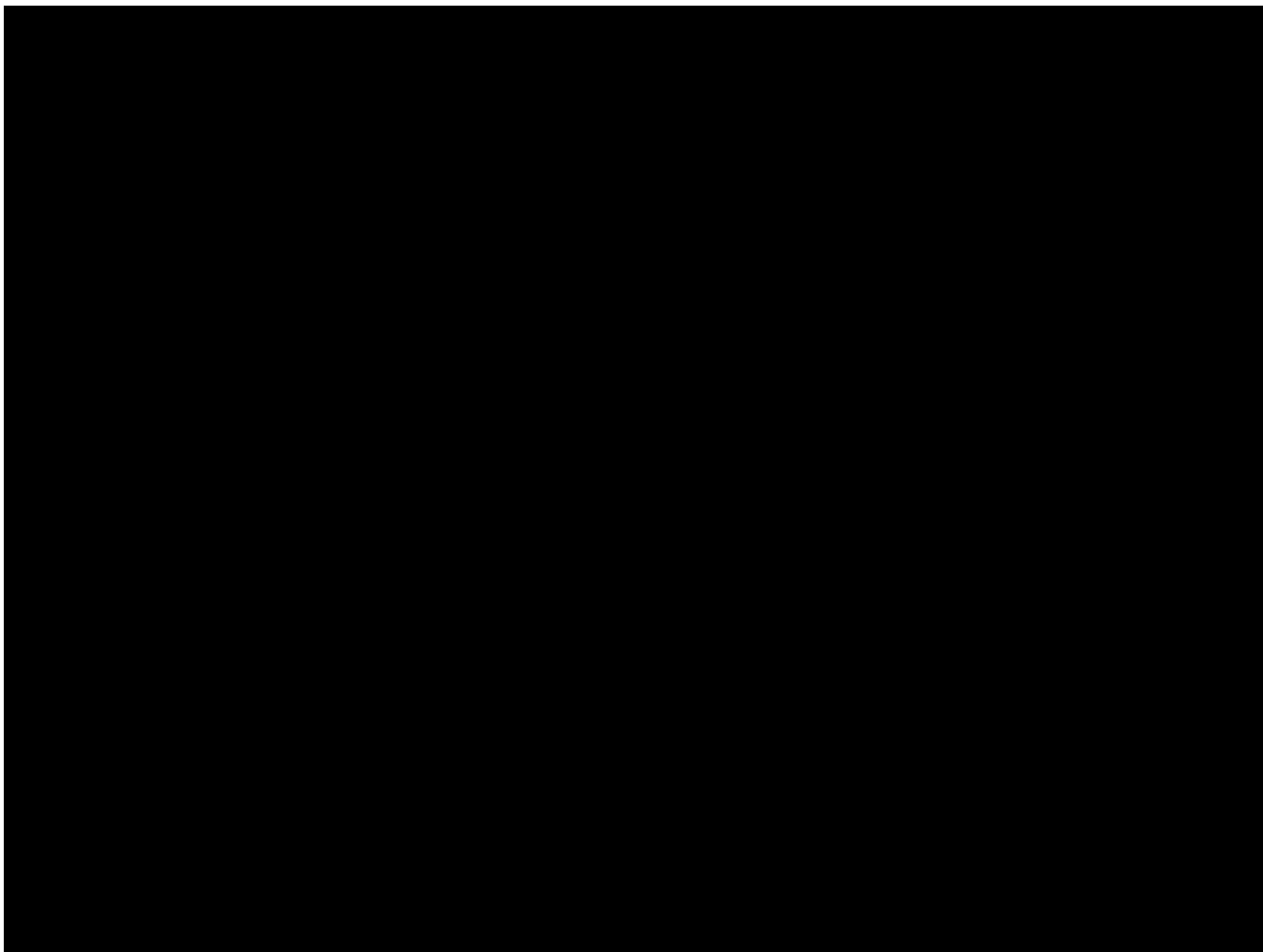


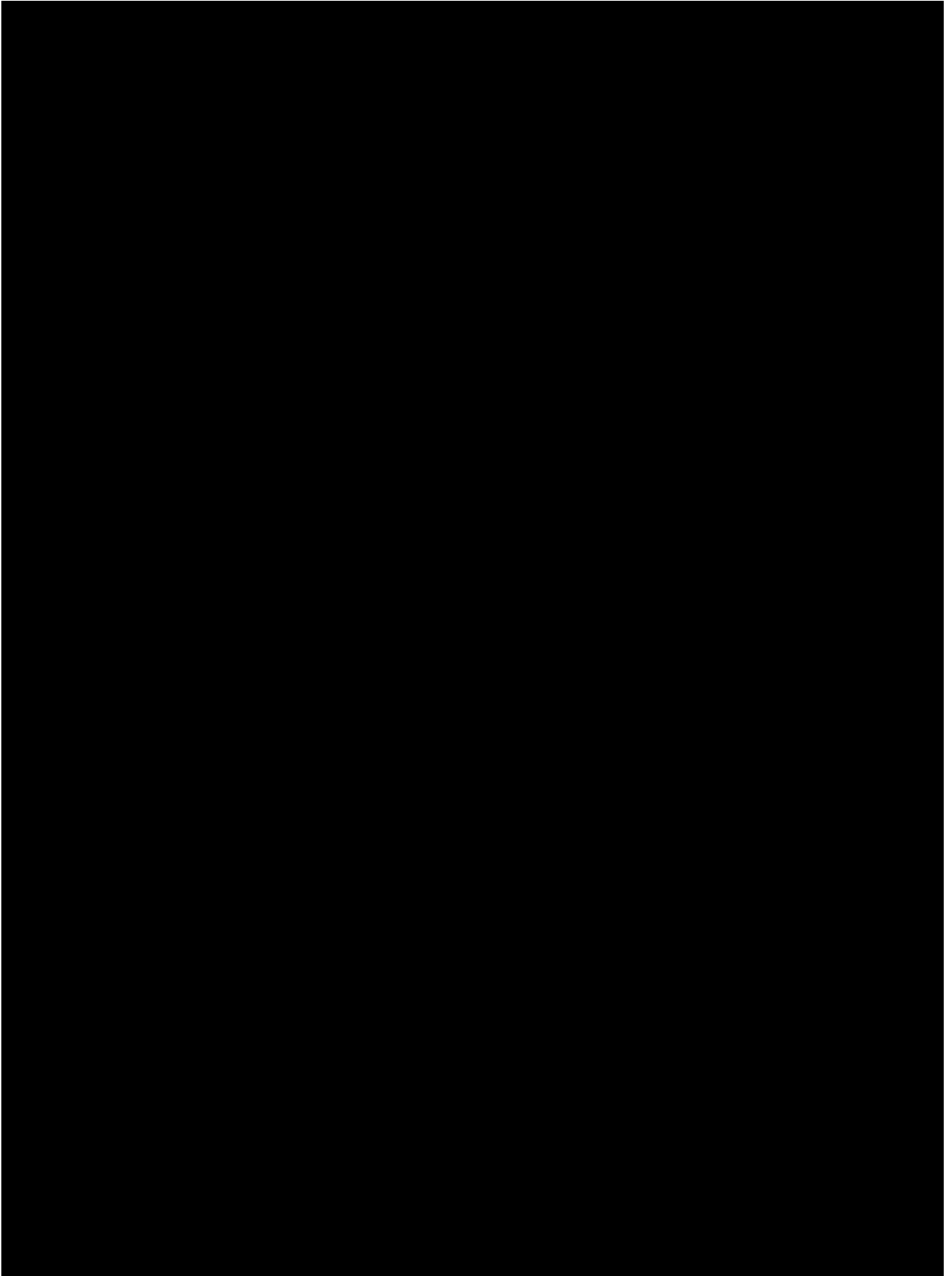


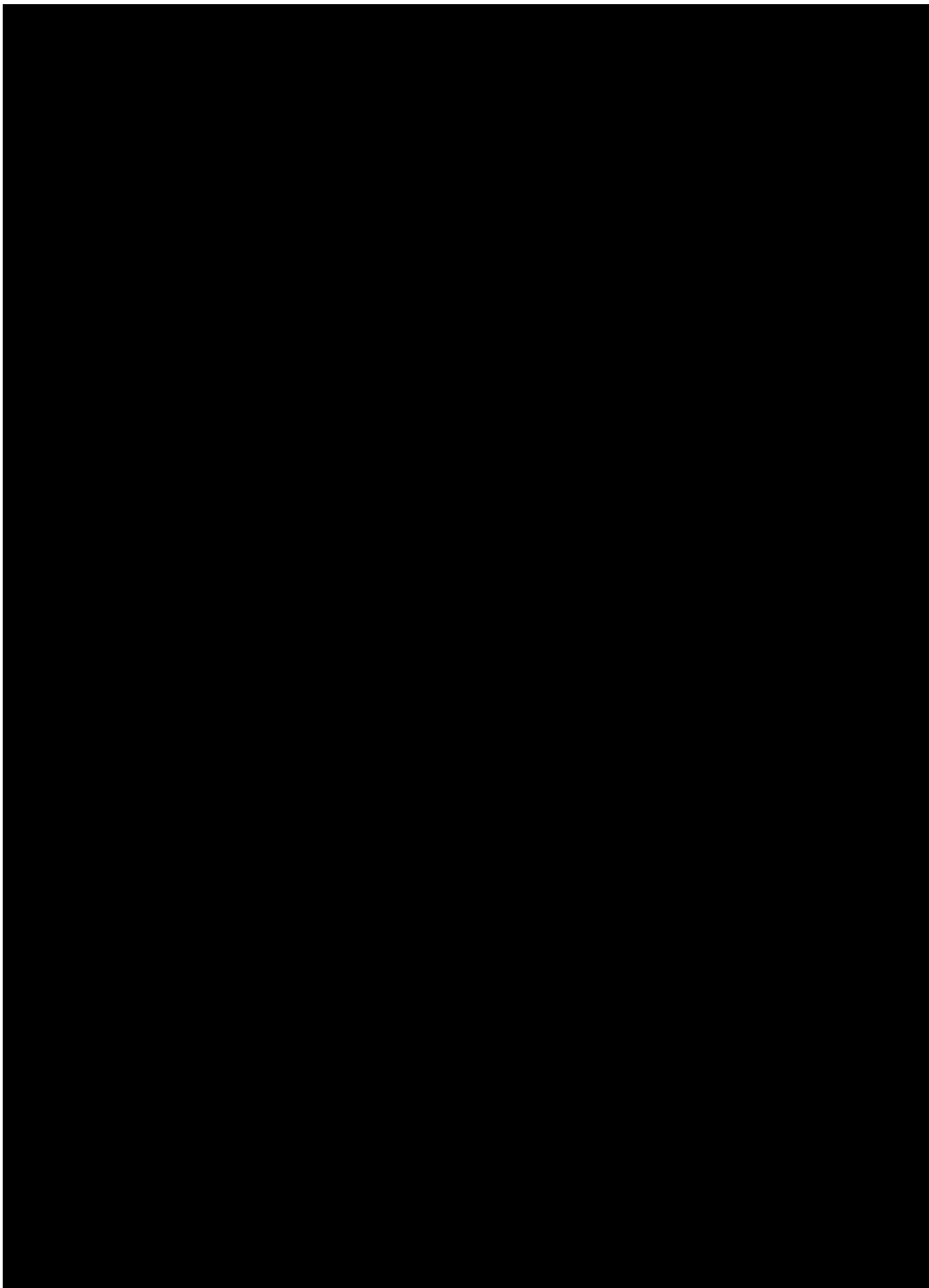
1.4 Supplier's Service Model - Provision of Agents

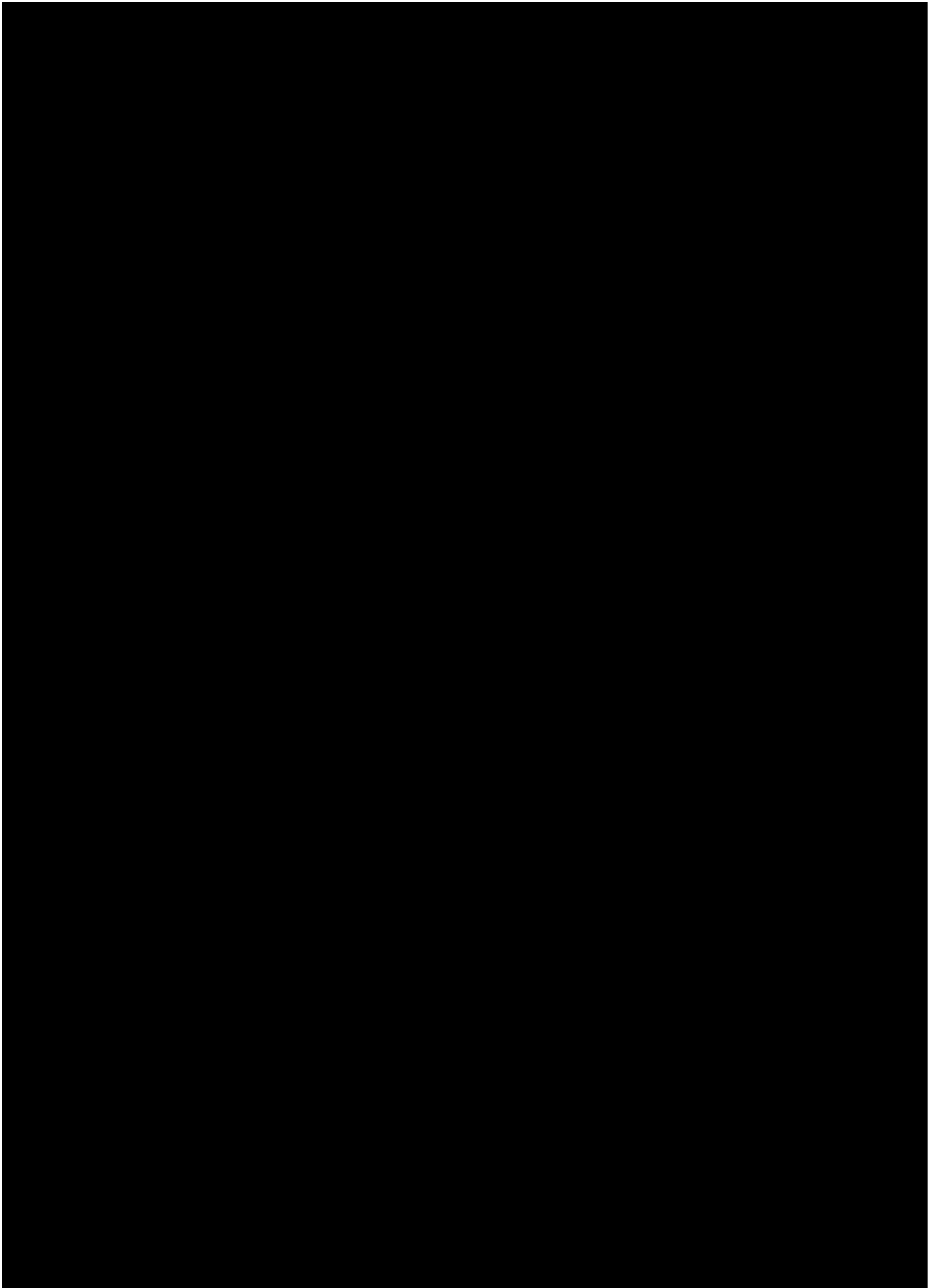


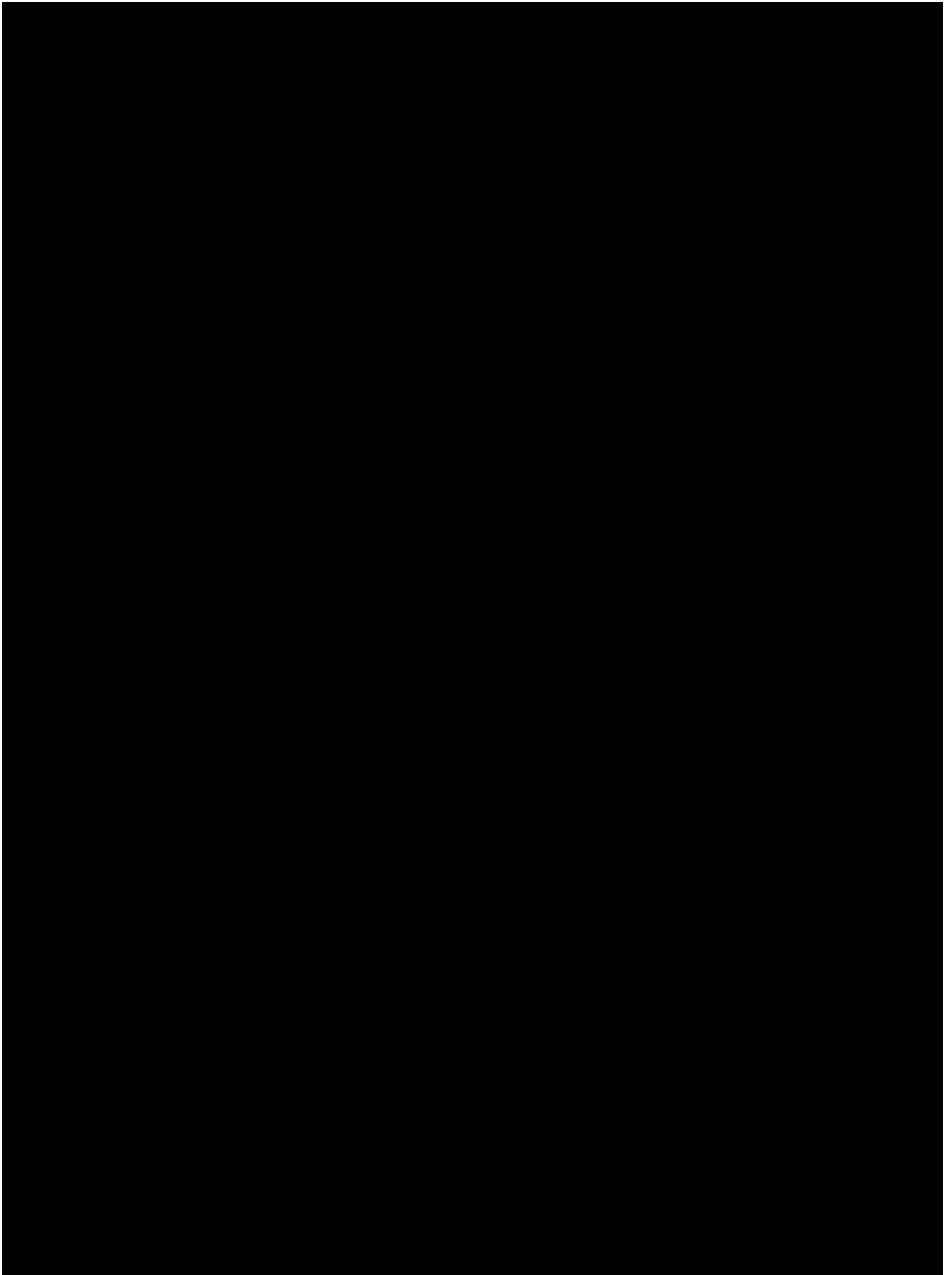












Annex 7

Processing of Personal Data

This annex shall be inserted as the Annex to Schedule 5 of the Call-Of Terms and Conditions.

1. The Suppliers are only authorised to Process Personal Data in accordance with this Annex.
2. The Suppliers shall comply with any further written instructions with respect to Processing from the Authority from time to time.
3. Any such further instructions shall be incorporated into this Annex.

Description	Data
Subject matter of the processing	Personal Data Processing by the Supplier during the delivery of services provided to the Authority.
Duration of the processing	For the duration of this Order Form
Nature and purposes of the processing	<p>For the purpose of the Supplier providing the Services to the Authority the Supplier will process the below listed data fields:</p> <ul style="list-style-type: none"> • Company; • Location summary; • Location phase 1; • Priority large scale sites; • Business unit; • Department; and • Service Desk agent list.1
Type of Personal Data	<p>The data text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media that may contain but not be limited to the items listed below are permitted to be processed for all users and any employees of the Authority, third-party supplier(s) or their sub-contractors:</p> <p>Service Desk agents:</p> <ul style="list-style-type: none"> • Name; and • Email Address
Categories of Data Subject	<ul style="list-style-type: none"> • Employees working on behalf of the Authority; • Employees working for or on behalf of the Supplier (including, where relevant, Sub-Contractors); and • All third parties and Sub-Contractors of the Authority
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>At the end of the Call Off Contract the Supplier shall agree with the Authority how all data held by the Supplier is either:</p> <p>(a) returned to the Customer securely (secure mechanism to be agreed); or</p> <p>(b) destroyed securely in compliance with HMG Information Assurance Standard 5 which defines secure disposal processes and mechanisms.</p>

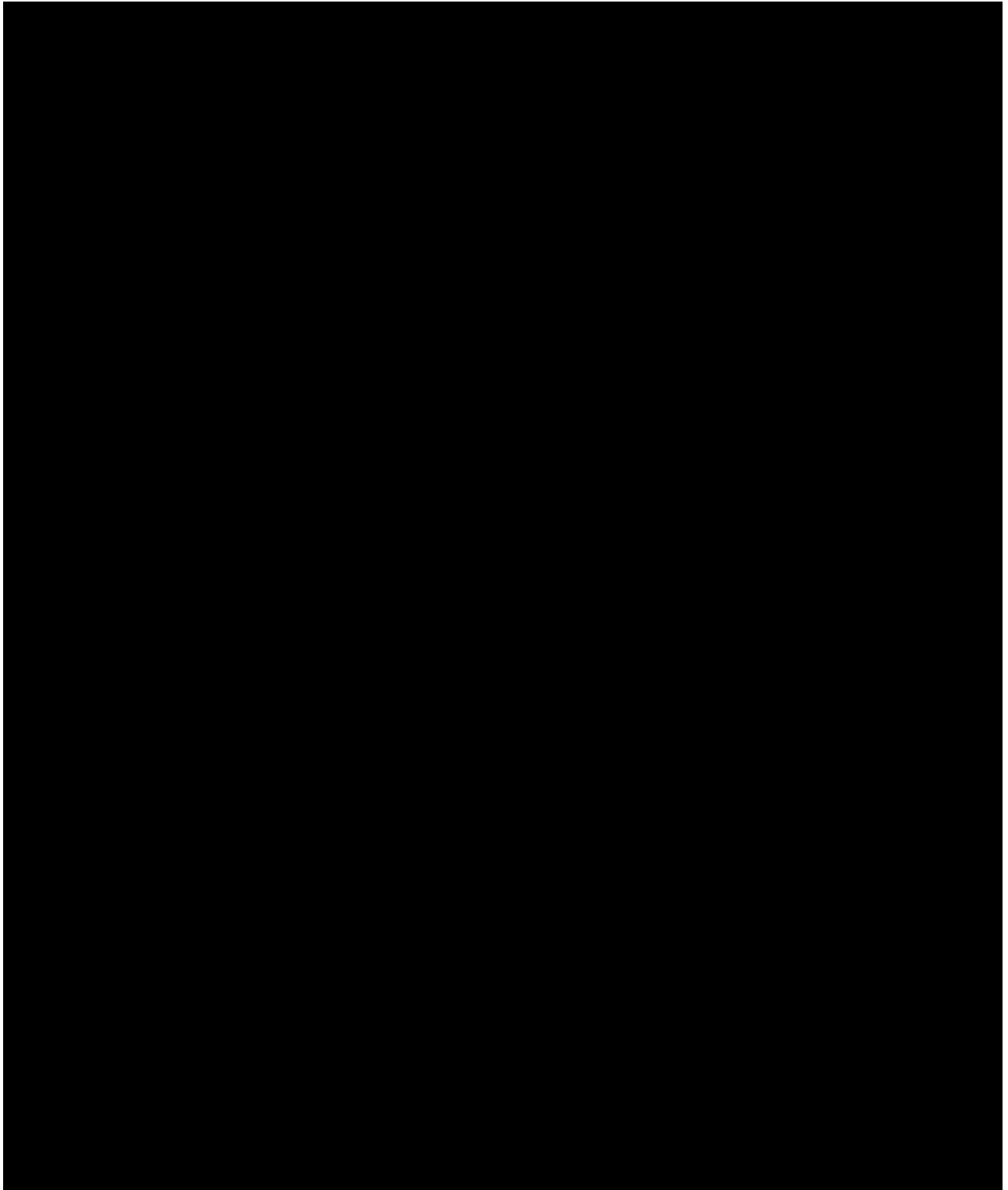
For the avoidance of doubt this list will be amended through the Contract Meetings as set out above and in line with Clause 31.3 of Annex 2 of this Order Form.

Annex 8

[As referenced in Schedule 18 of the Call-Off Terms and Conditions]

BOARD REPRESENTATIONS AND STRUCTURES

Service Management Board Representation and Structure



Program Board Representation and Structure – Not Used

Annex 9

Standard Licence Terms

N/A – None noted

Annex 10

Notified Sub-Contractors

N/A – None noted

Annex 11

Supplier Software and Third Party Software

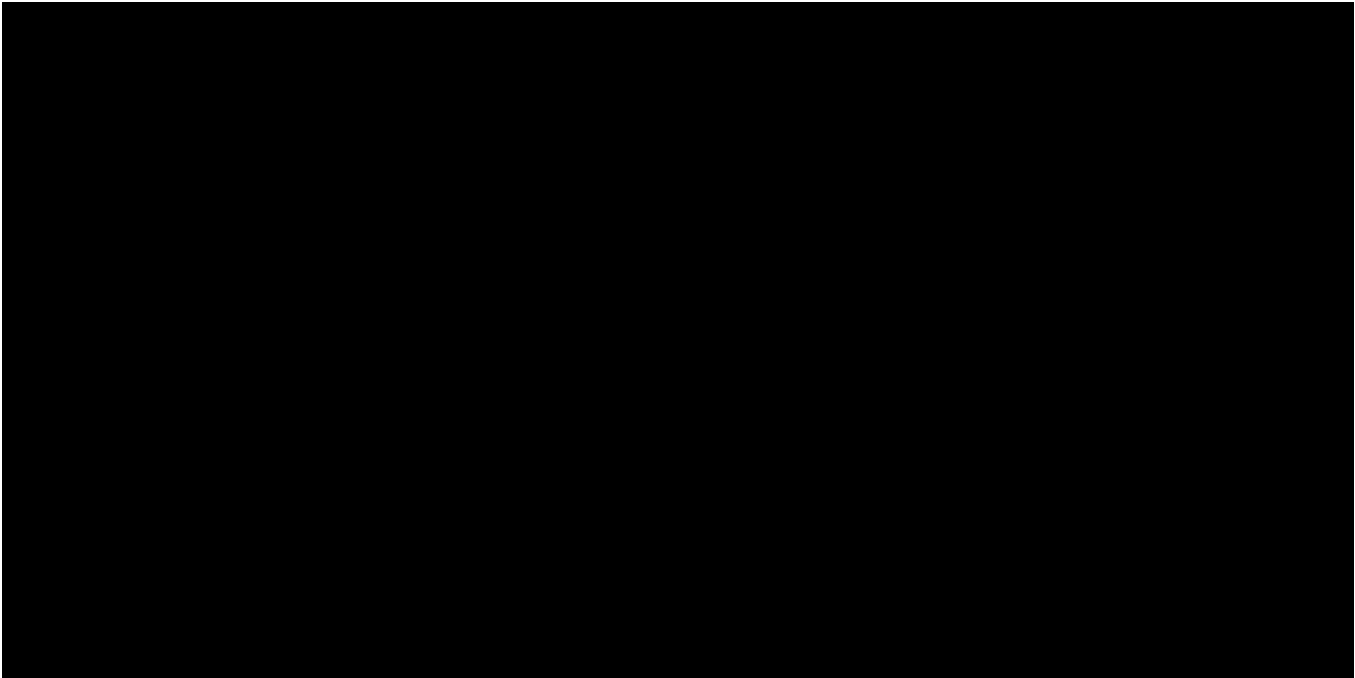
Supplier Software

The Supplier Software includes the following items:

Software	Supplier (if an Affiliate of the Supplier)	Purpose	Number of Licences	Restrictions	Number of Copies	Type (COTS or Non- COTS)

Third Party Software

The Third Party Software includes the following items:



Annex 12

Sub-contractor

At the Effective Date the Supplier holds a sub-contract with the following Sub-contractor who performs a material part of the Deliverables under the Call-Off Contract.

[Redacted]
[Redacted]

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted]
[Redacted]

Signature Area

