

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

### Order Form

CALL-OFF REFERENCE:



CALL-OFF TITLE:



CALL-OFF CONTRACT  
DESCRIPTION:

**Work Package 1**  
Summary of Work description

THE BUYER:

Ambulance Radio Programme contracting on behalf of the  
Department of Health and Social Care

BUYER ADDRESS:

Department of Health and Social Care  
39 Victoria Street  
Westminster  
London  
SW1H 0EU

THE SUPPLIER:

Astraeus Consulting Limited

SUPPLIER ADDRESS:

Adamson House, Centenary Way, Salford,  
Manchester M50 1RD

REGISTRATION NUMBER:

10483595

DUNS NUMBER:

222212688

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated from 1 July 2024.



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It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

### **CALL-OFF LOT(S):**

Lot 2: Digital Specialists.

### **CALL-OFF INCORPORATED TERMS**

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) RM6263
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6263
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)



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- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Joint Schedule 13 (Cyber Essentials)
- Call-Off Schedules for RM6263
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
  - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliveries)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 18 (Background Checks)
  - Call-Off Schedule 20 (Call-Off Specification)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6263
- 7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

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**

None



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CALL-OFF START DATE: 1 July 2024

CALL-OFF EXPIRY DATE: 31 December 2025

CALL-OFF INITIAL PERIOD: 1 Years, 8 Months

CALL-OFF OPTIONAL  
EXTENSION PERIOD: 0 Years, 6 Months

MINIMUM NOTICE PERIOD  
FOR EXTENSION(S): 1 Months

CALL-OFF CONTRACT VALUE:



KEY SUB-CONTRACT PRICE:



**CALL-OFF DELIVERABLES**

Option A



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**BUYER's STANDARDS**

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards set out in FrameworkSchedule 1 (Specification).

**CYBER ESSENTIALS SCHEME**

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

**MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the CoreTerms, as amended by the Framework Award Form Special Terms.



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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

[REDACTED]

Estimated Charges in the first 12 Months of the Contract.

### CALL-OFF CHARGES

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

### REIMBURSABLE EXPENSES

[REDACTED]

### PAYMENT METHOD

[REDACTED]

[REDACTED]

[REDACTED]


[REDACTED]

[REDACTED]



**BUYER'S AUTHORISED REPRESENTATIVE**

Duncan Bray



**BUYER'S ENVIRONMENTAL POLICY**

Not applicable

**BUYER'S SECURITY POLICY**

Call-Off Schedule 9 Part A

**SUPPLIER'S AUTHORISED REPRESENTATIVE**



**SUPPLIER'S CONTRACT MANAGER**



**PROGRESS REPORT FREQUENCY**

Quarterly

**PROGRESS MEETING FREQUENCY**

Quarterly

**KEY STAFF**

**KEY SUBCONTRACTOR(S)**





**COMMERCIALLY SENSITIVE INFORMATION**

1. Any information relating to Ambulance Radio Programme or ARP Service Recipient infrastructure.
2. Any commercially sensitive commercial information between ARP and its contracted Suppliers.

Note: individuals involved in the provision of the Service will be required to sign a Non-Disclosure Agreement with the Buyer

**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

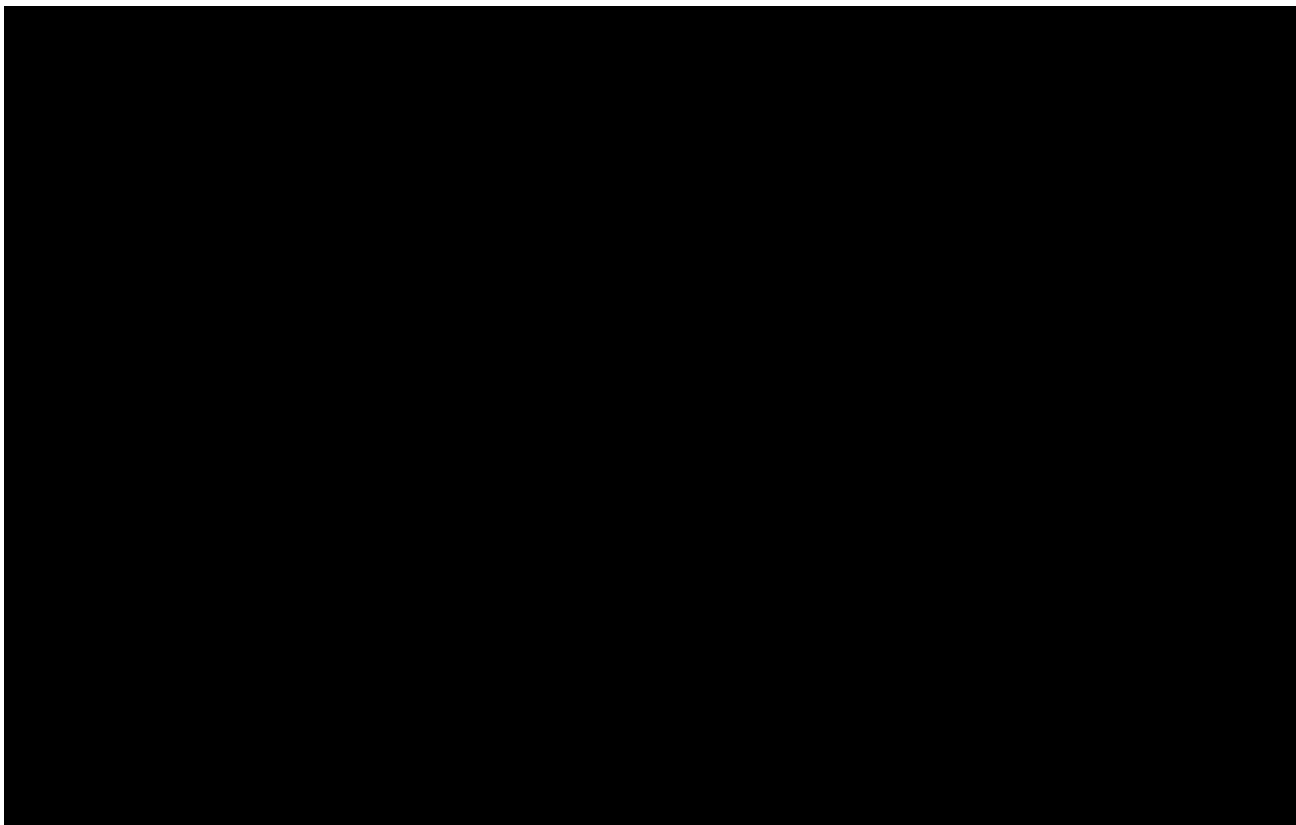
**SOCIAL VALUE COMMITMENT**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

**STATEMENT OF WORKS**

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.







## Appendix 1

Each executed Statement of Work shall be inserted into this Appendix 1 in chronology.

### Annex 1 (Statement of Work)

<b>1. STATEMENT OF WORK ("SOW") DETAILS</b>	
Upon execution, this SOW forms part of the Call-Off Contract (reference below).	
The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.	
All SOWs must fall within the Specification and provisions of the Call-Off Contract.	
The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.	
<b>Date of SOW:</b>	01/07/2024
<b>SOW Title:</b>	



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Call-Off Contract Reference:	
Buyer:	Ambulance Radio Programme contracting on behalf of the Department of Health and Social Care
Supplier:	
SOW Start Date:	01/06/2024
SOW End Date:	31/12/2025
Duration of SOW:	18 months
Key Personnel (Buyer)	
Key Personnel (Supplier)	
Subcontractors	

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT	
SOW Deliverables Background	
Delivery phase(s)	Implementation
Overview of Requirement	Delivery
Accountability Models	<p><i>Please tick the Accountability Model(s) that shall be used under this Statement of Work:</i></p> <p><i>Sole Responsibility:</i> <input type="checkbox"/></p> <p><i>Self Directed Team:</i> <input checked="" type="checkbox"/></p> <p><i>Rainbow Team:</i> <input type="checkbox"/></p>

3. BUYER REQUIREMENTS – SOW DELIVERABLES	
Outcome Description	Solutions Architect as a Service



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[illegible]



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<b>Delivery Plan</b>	
<b>Dependencies</b>	<ul style="list-style-type: none"> <li>○ Ambulance Trust resource availability</li> <li>○ ARP/DHSC Programme and Supplier readiness to implement services</li> </ul>
<b>Supplier Resource Plan</b>	○ [REDACTED]
<b>Security Applicable to SOW:</b>	[REDACTED] [REDACTED]
<b>Cyber Essentials Scheme</b>	Not applicable
<b>SOW Standards</b>	N/A
<b>Performance Management</b>	Not applicable
<b>Additional Requirements</b>	There are no requirements for the supplier to access or process any personal data
<b>Key Supplier Staff</b>	[REDACTED]

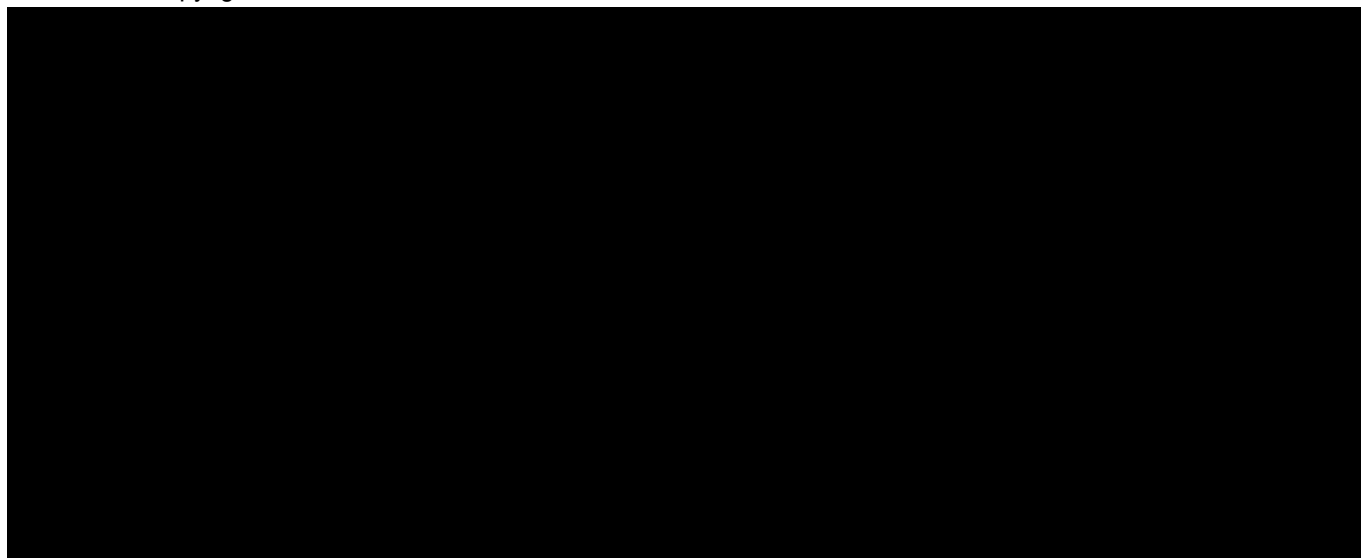


<b>Worker Engagement Status</b>	Via Subcontractor
<b>[SOW Reporting Requirements:]</b>	

<b>4. CHARGES</b>	
<b>Call Off Contract Charges</b>	
<b>Rate Cards Applicable</b>	Not applicable
<b>Financial Model</b>	Not applicable
<b>Reimbursable Expenses</b>	None

<b>5. SIGNATURES AND APPROVALS</b>	
<b>Agreement of this SOW</b> BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the	







## ANNEX 1

### Data Processing

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li><i>No Personal Data will be shared within the scope of this contract or specific Statements of Work within the contract.</i></li> </ul> <p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</i></p> <ul style="list-style-type: none"> <li><i>No Personal Data will be shared within the scope of this contract or specific Statements of Work within the contract.</i></li> </ul> <p><b>The Parties are Joint Controllers</b></p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <li><i>No Personal Data will be shared within the scope of this contract or specific Statements of Work within the contract.</i></li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> <li><i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i></li> <li><i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</i></li> <li><i>No Personal Data will be shared within the scope of this contract or specific Statements of Work within the contract.</i></li> </ul>



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	<i>the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</i>
Duration of the Processing	<i>24 months aligned with the Term of the Agreement</i>
Nature and purposes of the Processing	<i>No Personal Data will be shared within the scope of this contract or specific Statements of Work within the contract.</i>
Type of Personal Data	<i>No Personal Data will be shared within the scope of this contract or specific Statements of Work within the contract.</i>
Categories of Data Subject	<i>No Personal Data will be shared within the scope of this contract or specific Statements of Work within the contract.</i>
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	<i>No Personal Data will be shared within the scope of this contract or specific Statements of Work within the contract.</i>