

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

Order Form Template

CALL-OFF REFERENCE: C219938

THE BUYER: NHS England

BUYER ADDRESS 7-8 Wellington Place, Leeds, LS1 4AP

SUPPLIER REFERENCE 006Qv000001DcIF

THE SUPPLIER: Exponential-e Limited

SUPPLIER ADDRESS: 100 Leman Street, London, E1 8EU

REGISTRATION NUMBER: 04499567

[REDACTED] [REDACTED]

SID4GOV ID: Not Applicable

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 22nd November 2023.

It's issued under the Framework Contract with the reference number RM6116 for the provision of Network Services.

CALL-OFF LOT(S):

- Lot 1a: Inter Site Connectivity (Wider Area Network) / Data Access Services

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 and Interpretation) RM6116
3. Framework Special Terms

4. The following Schedules in equal order of precedence:

- Joint Schedules for RM6116
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
- Call-Off Schedules for RM6116
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
amended for a Bronze Contract as per paragraph 10 of Part A of that Schedule
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)

5. CCS Core Terms (version 3.0.11)

6. Joint Schedule 5 (Corporate Social Responsibility) RM6116

7. Call-Off schedule 25 (Supplier Operational Terms)

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 TERMS", and the Supplier does not provide an ISMS, paragraph 3.4.3 of Part B of Call-Off Schedule 9 (Security) shall be included and amended to read as follows:

The Supplier shall, in the provision of Services, at all times provide a level of security which:

- a) is in accordance with the Law and this Contract;
- b) complies with the Baseline Security Requirements;
- c) as a minimum demonstrates Good Industry Practice;
- d) where specified by a Buyer that has undertaken a Further Competition - complies with the Security Policy and the ICT Policy;
- e) complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4)
(<https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework>)
- f) takes account of guidance issued by the Centre for Protection of National Infrastructure
(<https://www.cpni.gov.uk>)
- g) complies with HMG Information Assurance Maturity Model and Assurance Framework
(<https://www.ncsc.gov.uk/articles/hmg-ia-maturity-model-iamm>)
- h) meets any specific security threats of immediate relevance to the Deliverables and/or Government Data;
- i) addresses issues of incompatibility with the Supplier's own organisational security policies; and
- j) complies with ISO/IEC27001 and ISO/IEC27002 in accordance with Paragraph 7.

Special Term 3: 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.

Special Term 4: Exit Management

Clause 2.2.2 of Schedule 10 shall be removed.

CALL-OFF START DATE: 5th December 2023

CALL-OFF EXPIRY DATE: 4th December 2024

CALL-OFF INITIAL PERIOD: 12 Months

CALL-OFF OPTIONAL
EXTENSION PERIOD 2 Years, on a 1+1 Basis

MINIMUM PERIOD OF NOTICE 90 Days
FOR WITHOUT REASON
TERMINATION

CATALOGUE SERVICE OFFER REFERENCE

- RM6116-Exponential-e-Lot-1a-SD-WAN-Service-SO003

CALL-OFF DELIVERABLES VIA DIRECT AWARD

- See details in Call-Off Schedule 20 (Call-Off Specification)

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

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CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

The total charges applicable to the initial period of the Call-Off Contract are £317,728.00 (excluding VAT).

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)] 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:

- Indexation
- Specific Change in Law

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Payments to be made BACS

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

BUYER'S AUTHORISED REPRESENTATIVE

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](#)

BUYER'S SECURITY POLICY

Not applicable.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

100 Leman Street, London, E1 8EU

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

[REDACTED]

[REDACTED]

100 Leman Street, London, E1 8EU

PROGRESS REPORT FREQUENCY

On a monthly basis, to be provided as part of the Service Review meetings.

PROGRESS MEETING FREQUENCY

Service Review meeting to be held on a monthly basis, with dates/times to be agreed between the Buyer and Supplier.

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION

Breakdown of Supplier Pricing, as detailed within Call-Off Schedule 5 (Pricing Details)

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels) Part B.














The Service Credit Cap is:

Service Maintenance Level: 4.

The Service Period is: One Month









A Critical Service Level Failure is defined as where performance of the Services falls below the same Service Failure Threshold on three (3) occasions in any six (6) consecutive Service Periods.

Annex 1: Core Terms and Accompanying Schedules

Document Name	Embedded Document
Core Terms	 RM6116-NS3-Core-terms-v3.0.11.pdf
Joint Schedule 1 (Definitions)	 RM6116-Joint-Schedule-1-Definitions-vFin
Joint Schedule 2 (Variation Form)	 RM6116-Joint-Schedule-2-Variation-Form
Joint Schedule 3 (Insurance Requirements)	 RM6116-Joint-Schedule-3-Insurance-Requirements
Joint Schedule 4 (Commercially Sensitive Information)	 RM6116-Joint-Schedule-4-Commercially-Sensitive-Information
Joint Schedule 5 (Corporate Social Responsibility)	 RM6116-Joint-Schedule-5-Corporate-Social-Responsibility
Joint Schedule 10 (Rectification Plan)	 RM6116-Joint-Schedule-10-Rectification-Plan
Joint Schedule 11 (Processing Data)	 RM6116-Joint-Schedule-11-Processing-Data
Call-Off Schedule 1 (Transparency Reports)	 RM6116-Call-Off-Schedule-1-Transparency-Reports
Call-Off Schedule 2 (Staff Transfer)	 RM6116-Call-Off-Schedule-2-Staff-Transfer
Call-Off Schedule 3 (Continuous Improvement)	 RM6116-Call-Off-Schedule-3-Continuous-Improvement
Call-Off Schedule 4 (Call-Off Tender)	 RM6116-Call-Off-Schedule-4-Call-Off-Tender
Call-Off Schedule 5 (Pricing Details)	 RM6116-Call-Off-Schedule-5-Pricing-Details

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Call-Off Schedule 8 (Business Continuity and Disaster Recovery)	 RM6116 Call-Off Schedule 8 (Business  BCDR Plan - Business Continuity Plan for Cl
Call-Off Schedule 9 (Security)	 RM6116-Call-Off-Sc hedule-9-Security-vFi
Call-Off Schedule 10 (Exit Management)	 RM6116 Call-Off Schedule 10 (Exit Mar
Call-Off Schedule 14 (Service Levels)	 RM6116 Call-Off Schedule 14 (Service I
Call-Off Schedule 15 (Call-Off Contract Management)	 RM6116 Schedule 15 (Call-Off Contract Mai
Call-Off Schedule 20 (Call-Off Specification)	 RM6116-Call-Off-Sc hedule-20-Specificati
Call-Off Schedule 25 (Supplier Operational Terms)	 RM6116-Call-Off-Sc hedule-25-Supplier-C