**ORDER FORM**

**Ambulance Radio Programme Call-Off Agreement**

**Order Form XXXX**

1. On 18 July 2014, the Framework Authority advertised the Contract Notice in the Official Journal of the European Union setting out its intention to establish a single supplier framework with the Supplier for the provision of Data Centre Colocation Services to Central Government Bodies and other public sector bodies and invited expressions of interest from the private sector in becoming a Private Sector Partner and subscribing for shares in the Supplier. The Supplier, a joint venture between HM Government and the Private Sector Partner, was established to act as the provider of these Services.
2. On or about 16th March 2015, the Framework Authority and the Supplier entered into a contract (the "**Framework Agreement**") which permits Potential Customers to purchase any of the Services from the Supplier in accordance with the Call-Off Procedure set out in Schedule 2.1 (Call-Off Procedure) to the Framework Agreement.
3. On 22 August 2017 and in accordance with the Call-Off Procedure set out in Schedule 2.1 (Call-Off Procedure) to the Framework Agreement, the Customer decided to enter into a Call-Off Agreement with the Supplier for the provision of the Services ( the “**Original Call-Off**”).
4. The Original Call-Off is set to expire and the Customer and the Supplier have agreed to enter into a new Call-Off Agreement to be effective on the expiration of the Original Call-Off to allow for the continued Provision of Services in accordance with and subject to the terms and conditions of the Standard Terms as amended and supplemented by this Call-Off Order Form. For the avoidance of doubt this Call-Off Agreement will not vary the Original Call-Off and the provision of Services will not be interrupted.
5. In this Call-Off Order Form, unless the context otherwise requires, capitalised words shall have the meanings set out in Schedule 1 (Definitions) to the Framework Agreement.

**Table of Appendices**

Appendix 1 (Service Request)

Appendix 2 (Customer Responsibilities)

Appendix 3 (Implementation Plan)

**Section 1: Customer Details**

|  |  |  |
| --- | --- | --- |
| 1.
 | **Customer** | Ambulance Radio Programme, contracting on behalf of the Department of Health and Social Care |
|  | **Address** | XXXXXXXXXXXXXXXXX |

The Service Recipients for the purpose of this Call-Off Agreement are:

|  |  |  |
| --- | --- | --- |
|  | **Service Recipients** | The NHS Ambulance Trusts in England and, optionally Scotland & Wales |

**Section 2: Preliminaries**

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|  | **Conditions Precedent** | The prior written consent of the Framework Authority, which shall be evidenced by the Framework Authority signing this Call-Off Order Form by the Framework Authority's authorised representative. |

**Section 3: Call-Off Agreement Particulars**

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|  | **Term** | The Term shall be the period starting from the expiry date of the Original Call-Off Agreement and expiring five (5) years after the effective date of this Call-Off Agreement. |
| 1.
 | **Customer Responsibilities** | The service specific Customer Responsibilities which the Customer shall perform are set out at Appendix 2 (Customer Responsibilities) to this Call-Off Order Form. |
| 1.
 | **Staff Transfer** | Pursuant to Clause 19 of the Standard Terms (Staff Transfers), the Customer anticipates that the following Part(s) of Schedule 5.1 (Staff Transfers) shall apply to this Call Off Agreement and any Service Request served under it unless otherwise specified in Section 6 of the relevant Service Request (*tick as applicable)*:🞏 Part A;🞏 Part B; or☑ Part C; and☑ Part D |
|  | **Implementation Plan** | NOT APPLICABLE |

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|  | **Delay Payments** | NOT APPLICABLE |

**Section 4: Personnel and Governance**

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| --- | --- | --- | --- |
| 1.
 | **Customer Representative** | **Name** | XXXXXXXXXXXXXXXX |
| **Address** | Ambulance Radio ProgrammeXXXXXXXXXXXXXX |
| **Telephone No.** | XXXXXXXXXXXXX |
| **Email** | XXXXXXXXXXXXXX  |
| 1.
 | **Supplier Representative** | **Name** | Jamie Whysall |
| **Address** | XXXXXXXXXXXXXXXXX |
| **Telephone No.** | XXXXXXXXXXXXXX |
| **Email** | XXXXXXXXXXXXXXXXXXX |
| 1.
 | **Customer Notice** | **Name** | XXXXXXXXXXXXXXXXXX |
| **Address** | XXXXXXXXXXXXXXXXXXXXX |
| **Email** | XXXXXXXXXXXXXXXX |
| 1.
 | **Supplier Notice** | **Name** | XXXXXXXXXXXXXXXXX |
| **Address** | XXXXXXXXXXXXXXXXXX |
| **Email** | XXXXXXXXXXXXXXXXX  |

**Section 5: Project management**

|  |  |  |  |
| --- | --- | --- | --- |
| 1.
 | **Customer’s Project Manager(s)** | **Name** | XXXXXXXXXXXXXXXXXX  |
| **Address** | XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX |
| **Telephone No.** | XXXXXXXXXXXXXXXXX  |
| **Email** | XXXXXXXXXXXXXXXXXXX  |
| 1.
 | **Supplier's Project Manager** | **Name** | XXXXXXXXXXXXXXX |
| **Address** | XXXXXXXXXXXXX |
| **Telephone No.** | XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX |
| **Email** | sXXXXXXXXXXXXXXX |

**Section 6: Invoicing**

|  |  |  |
| --- | --- | --- |
| 1.
 | **Invoice Address(es)** | For Customer: ACCOUNTS PAYABLEFor Supplier: |

**Section 7: Insurance**

|  |  |
| --- | --- |
|  | **Required Insurances** |
|  | The Supplier shall maintain the Insurances set out in Schedule 3.7 (Insurance Requirements) to the Framework Agreement. |

**Section 8: Special Conditions**

The following provisions are 'special conditions' which shall, in the event of any conflict, take precedence over any other provisions of the Call-Off Agreement.

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|  | **Special Conditions** |
|  | In consideration of the Supplier entering in to this Call-Off Agreement, the Customer shall pay the sum of one pound (£1) to the Supplier, the adequacy and sufficiency of which is hereby acknowledged by the Parties.**Conflicts and Priority*** 1. The following provisions are “Special Conditions” and in the event of any conflict or ambiguity, these Special Conditions shall take priority over the provision of the Standard Terms or the Framework Agreement, as the case may be.

**Data Protection*** 1. The existing Data Protection provisions (in clause 25 of the Standard Terms) shall be deleted and replaced by the following:

Change 1: Standard Terms (Schedule 2.3 of the Framework Agreement)**25. Protection of Personal Data** 25.1 The Supplier shall comply (and shall ensure that each of its Key Sub-contractors complies) with its obligations under this Call-Off Agreement and under Data Protection Legislation with respect to the types of Personal Data it processes and according to its responsibilities as a Controller or Processor (as appropriate) for the relevant Personal Data, as described in Schedule 8 (Schedule of Processing, Personal Data and Data Subjects).25.2 With respect to the Parties' rights and obligations under this Call-Off Agreement, the Parties acknowledge that, to the extent that the Supplier's provision of the Services involves the processing of Personal Data, the following provisions shall apply.25.3 The Supplier shall:(a) requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commission's Office; and(e) if requested by the Customer, provide a written description of the measures that it has taken and the technical and organisational security measures that it has in place for the purpose of compliance with its obligations pursuant to this Clause 25 and provide to the Customer copies of all documentation relevant to such compliance including protocols, procedures, guidance, training and manuals.(f) notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation;(g) provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment required by Data Protection Legislation prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:(i) a systematic description of the envisaged processing operations and the purpose of the processing;(ii) an assessment of the necessity and proportionality of the processing operations in relation to the Services;(iii) an assessment of the risks to the rights and freedoms of Data Subjects; and(iv) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data; For the avoidance of doubt, the Supplier shall not be required to provide any assistance to the Customer in the preparation of any Data Protection Impact Assessment in relation to Customer Stored Data;(h) maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:(i) the Customer determines that the processing is not occasional; (b) the Supplier shall set out in its RFC and/or Impact Assessment details of the following:(i) the Personal Data which will be transferred to and/or Processed in or to any Offshore Location; (ii) the Offshore Location(s) to which the Personal Data will be transferred and/or Processed in; (iii) any Sub-contractors or other third parties who will be Processing and/or receiving Personal Data in such Offshore Location(s); and(iv) how the Supplier will ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to such Offshore Location(s) so as to ensure the Customer's compliance with DPA 2018; (c) in providing and evaluating the RFC and Impact Assessment, the Parties shall ensure that they have regard to and comply with then-current Customer, Central Government Bodies and Information Commissioner's Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data in or to any such Offshore Location(s); and(d) the Supplier shall comply with such other instructions and shall carry out such other actions as the Customer may notify in writing, including: (i) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the DPA 2018) in this Call-Off Agreement or a separate data processing agreement between the Parties; and(ii) procuring that any Sub-contractor or other third party who will be Processing and/or receiving or accessing the Personal Data in any Offshore Location(s) either enters into:(A) a direct data processing agreement with the Customer on such terms as may be required by the Customer; or(B) a data processing agreement with the Supplier on terms which are equivalent to those agreed between the Customer and the Supplier relating to the relevant Personal Data transfer,  and in each case which the Supplier acknowledges may include the incorporation of model contract provisions (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) and technical and organisation measures which the Customer deems necessary for the purpose of protecting Personal Data.25.6 The Supplier shall use its reasonable endeavours to assist the Customer to comply with any obligations under Data Protection Legislation, including assistance as requested by the Customer following any Data Loss Event, and

|  |  |
| --- | --- |
| **Description** | **Details** |
| **Identity of the Controller and Processor** | The Parties acknowledge that for the purposes of Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor for the purposes of the processing described in this table.Ark Data Centres shall be acting as a Controller with respect to the processing of Personal Data that is described in the Ark Privacy Notice. |
| **Subject matter of the processing** | The processing is required in order for the Supplier to deliver the Services to the Customer and to notify the Customer of Incidents in accordance with the Service Levels. |
| **Duration of the processing** | For the duration of this Call-Off Agreement and for such longer period of time as Ark Data Centres Limited may maintain access logs for visitors to the Data Centres that correspond with the Data Subjects whose Personal Data is processed in accordance with this table. |
| **Nature and purposes of the processing** | The collection and storage of Personal Data for the purposes of using and maintaining visitor logs and emergency contacts for the provision of the Services. |
| **Type of personal data** | Identity and contact details, such as name, address, telephone number, employer, position and vehicle registration number. No special categories of personal data (as defined in Article 9 of the GDPR) shall be processed.  |
| **Categories of Data Subject** | The Customer's visitors and emergency contacts provided to the Supplier for the purposes of emergency correspondence with respect to any Incidents at the Data Centres.  |
| **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** | The Supplier will return or destroy the Personal Data after the duration of the processing (as described above) ceases. Records are typically electronic and those records will be deleted or otherwise rendered practically inaccessible. |

Change 2: Consolidated Definitions (Schedule 1 of the Framework Agreement)• Delete the definition of DPA.• Insert the following definitions in the appropriate alphabetical location:

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| --- | --- | --- | --- |
| **FWA** | **ST** | **Expression** | **Definition** |
|  | **X** | **"Ark Privacy Notice"** | the privacy notice for third parties made available from time to time by Ark Data Centres Limited with respect to its processing of Personal Data at the Data Centres; |
|  | **X** | **"Data Protection Legislation"** | (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018; (iii) all applicable Law about the processing of personal data and privacy; |
|  | **X** | **"Data Protection Impact Assessment"** | an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data; |
|  | **X** | **"Controller", "Processor", "Data Subject", "Personal Data Breach" and "Data Protection Officer"** | take the meaning given in the GDPR; |
|  | **X** | **"Data Loss Event"** | any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach; |
|  | **X** | **"Data Subject Request"** | a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data; |
|  | **X** | **"DPA 2018"** | the Data Protection Act 2018; |
|  | **X** | **“European Economic Area “EEA””** | consists of the Member States of the European Union and three countries of the European Free Trade Association (namely Iceland, Liechtenstein and Norway but not Switzerland); |
|  | **X** | **"GDPR"** | the General Data Protection Regulation (Regulation (EU) 2016/679); |
|  | **X** | **"LED"** | Law Enforcement Directive (Directive (EU) 2016/680); |
|  | **X** | **"Protective Measures"** | appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it; |
|  | **X** | **"Sub-processor"** | any third party appointed to process Personal Data on behalf of the Supplier in its capacity as a Processor of Personal Data related to this Agreement; |

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**Section 9: Initial Services**

The Parties have agreed to enter into the Service Request set out in Appendix 1 (if any) in respect of the Services which the Customer wishes to commission from the Call-Off Effective Date.

**Section 10: Framework Authority Consent**

The consent of the Framework Authority is a Condition Precedent for the purpose of Clause 2 (Conditions Precedent) of the Standard Terms. The Framework Authority shall record its consent to the creation of a Call-Off Agreement between the Supplier and the Customer by the Framework Authority Representative (or his or her authorised delegate) completing this Section 10:

|  |
| --- |
| **Signature** |
| **Print Name** |
| **Title** |
| **Date** |

**Section 11: Formation of Call-Off Agreement**

Subject to Section 10 of this Call-Off Order Form, the execution of this Call-Off Order Form by the Supplier and the Customer shall create a valid and legally binding contract comprising the Standard Terms as amended and supplemented by this Call-Off Order Form.

SIGNED for and on behalf of the **Customer**:

|  |
| --- |
| **Signature** |
| **Print Name** |
| **Title** |
| **Date** |

SIGNED for and on behalf of the **Supplier**:

|  |
| --- |
| **Signature** |
| **Print Name** |
| **Title** |
| **Date** |

1.

**SERVICE REQUEST FORM**

**NOT APPLICABLE**

**Appendix 2**

**Customer Responsibilities**

**NOT APPLICABLE**

**Appendix 3**

**Implementation Plan**

**NOT APPLICABLE**