

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)



Crown  
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## **Digital Outcomes and Specialists 5 (RM1043.7)**

### **Framework Schedule 6 (Order Form)**

Version 2

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Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

## Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

### Order Form

**Buyer guidance:** This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block.

It is important that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier.

Call-Off Reference: C101222

Call-Off Title: Independent Provider Licencing System

Call-Off Contract Description: NHSEI require a service team with experience in delivering services in line with GDS standards. They will need have a comprehensive knowledge of using Ruby on rails, ASP.NET MVC, Azure and full stack to support the redevelopment of the independent licensing system.

The Buyer: NHS England

Buyer Address: Wellington House, 133-155 Waterloo Road, London, SE18UG

The Supplier: Deltascheme Ltd

Supplier Address: 344-354 Greys Inn Road, London, WC1X 8PB

Registration Number: 02013681

DUNS Number: 296900780

SID4GOV ID: N/A

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated **15<sup>th</sup> December 2022**

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists 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, Statement of Work 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**

#### **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) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:

Joint Schedules for RM1043.7

- 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) RM1043.7

## Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

- Call-Off Schedules for RM1043.7
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - 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 Deliverables)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery) [**Optional**]
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 14 (Service Levels and Balanced Scorecard) [**Optional**]
  - Call-Off Schedule 15 (Call-Off Contract Management) [**Optional**]
  - Call-Off Schedule 16 (Benchmarking) [**Optional**]
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-Off Schedule 26 (Cyber Essentials Scheme) [**Optional**]

5 CCS Core Terms (version 3.0.9)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

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**

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

None

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Call-Off Start Date: 1<sup>st</sup> November 2022

Call-Off Expiry Date: 31<sup>st</sup> March 2024

Call-Off Optional Extension Period: None

Minimum Notice Period for Extensions: None

Call-Off Contract Value: £539,000

### **Call-Off Deliverables**

**Option B:** See details in Call-Off Schedule 20 (Call-Off Specification)]

### **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 referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

[Insert Buyer's additional Standards].

### **Cyber Essentials Scheme**

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials 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 Core Terms as amended by the Framework Award Form Special Terms.

The Buyer has selected below and which are incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy):

- 1 Fixed Price
- 2 A here 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**

None

### **Payment Method**

### **Buyer's Invoice Address**

Electronic Invoices containing the NHSE Purchase Order Number (once provided by Buyer) should be submitted via Tradeshift:

<http://www.tradeshift.com/supplier/nhs-sbs/>

Electronic Invoices should be addressed to:

NHS England  
Phoenix House  
Topcliffe Lane  
Wakefield  
WF3 1WE

## Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

All invoices must include:

- Current Purchase Order
- Date
- Buyer contact name
- Addresses (Buyer & Supplier)
- Supplier name and contact details
- Remittance & payment bank account details
- Description of the charges
- Volume of the charges
- Unit cost of the charges

### Buyer's Authorised Representative

[Redacted]

### Buyer's Environmental Policy

[Greener NHS \(england.nhs.uk\)](https://www.england.nhs.uk/greener-nhs/)

### Supplier's Authorised Representative and manager

[Redacted]

[Redacted]

### Progress Report Frequency

To be agreed

### Progress Meeting Frequency

To be agreed

[Insert Worker Engagement Route (including whether inside or outside IR35 and whether there is a requirement to issue a Status Determination Statement)]

### Key Subcontractor(s)

None

### Commercially Sensitive Information

Not applicable

### Balanced Scorecard

Not applicable

### Material KPIs

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard):

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**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**

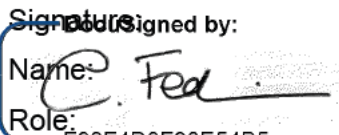
During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

**For and on behalf of the Supplier:**

Signature Signed by:

Name:

Role:

  
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Date:

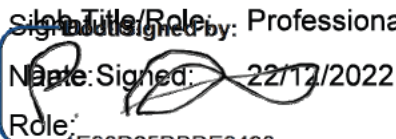
Full Name: Mr Clive Feakin

For and on behalf of the Buyer:

Signature Signed by: Professional Services Director

Name Signed:

Role:

  
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Date:

Full Name: Peter Ridley

Job Title/Role: Deputy Chief Finance Officer

Date Signed: 30/12/22

## Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

### Appendix 1 – Statement of Work



Statement of work  
221122.xlsx

### Appendix 2 – Tender response



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Proposal (Detail) for N



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## **Annex 1 (Template Statement of Work)**

### **1 Statement of Works (SOW) Details**

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.

**Date of SOW:**

**SOW Title:**

**SOW Reference:**

**Call-Off Contract Reference:**

**Buyer:**

**Supplier:**

**SOW Start Date:**

**SOW End Date:**

**Duration of SOW:**

**Key Personnel (Buyer):**

**Key Personnel (Supplier):**

**Subcontractors:**

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## 2 Call-Off Contract Specification – Deliverables Context

**SOW Deliverables Background:** [Insert details of which elements of the Deliverables this SOW will address]

**Delivery phase(s):** [Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live]

**Overview of Requirement:** [Insert details including Release Type(s), for example Ad hoc, Inception, Calibration or Delivery]

## 3 Buyer Requirements – SOW Deliverables

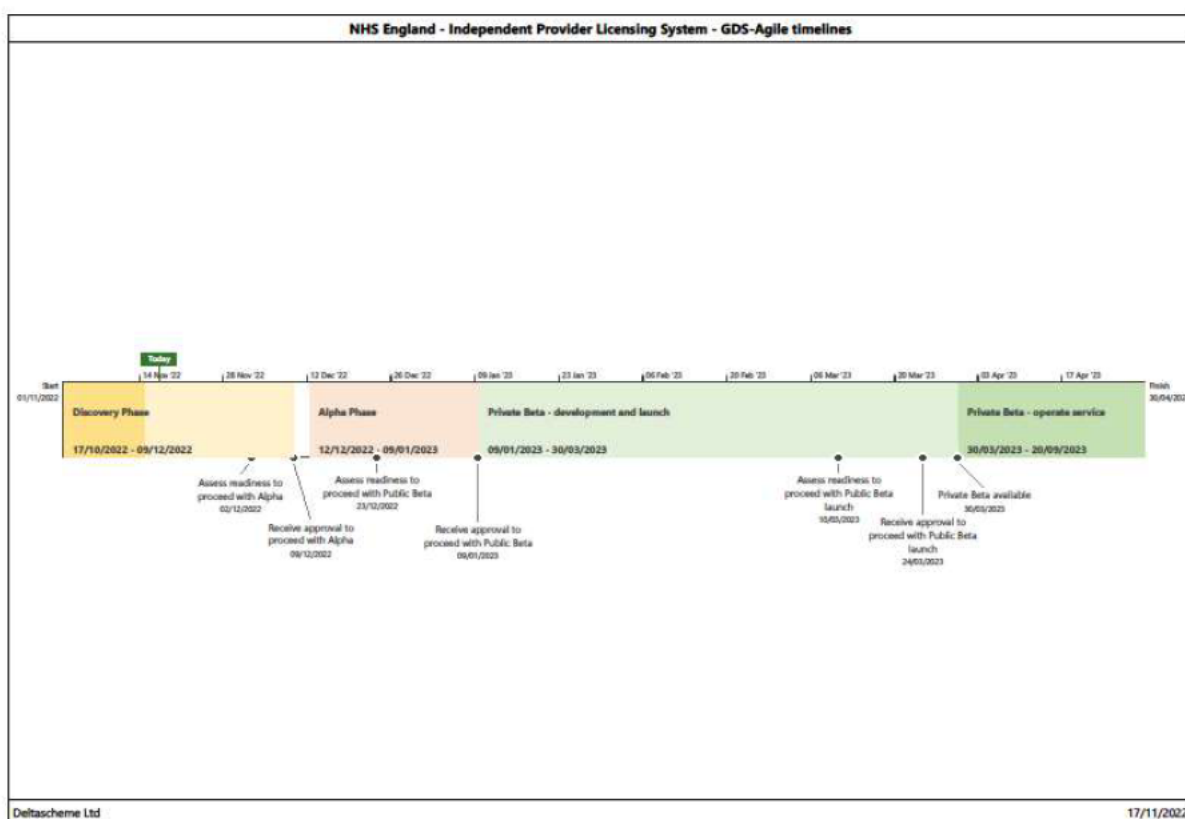
**Outcome Description:**

GDS-Agile Phase	Price	Milestone	Evidence	Target Date	Invoice Value
Discovery Phase		[M01] Discovery Report v1 Completed	Discovery Report delivered to DPAG	12/12/2022	
		[M02] Receive approval to proceed with Alpha	DHSC/DPAG approval, based on Discovery Report, to proceed to Alpha.	19/12/2022	
Alpha Phase		[M03] Alpha Work (Proto, Tech) Completed	Alpha Report published covering topics as stated in <a href="https://www.gov.uk/service-manual/agile-delivery/how-the-alpha-phase-works">https://www.gov.uk/service-manual/agile-delivery/how-the-alpha-phase-works</a>	26/01/2023	
		[M04] Receive approval to proceed with Public Beta	DHSC state that the Alpha Assessment 'pass' was achieved.	08/02/2023	
Beta Phases		[M05] Mid-Development Review (demo) Completed	Demonstration in development environment of (a) Licensing Gateway; (b) Monitoring Portal	19/01/2023	
		[M06] End-Development Review (test) Completed	Demonstration in development environment of full service/solution (prior to promotion to NHSE environment)	28/02/2023	
		[M07] Beta Stage 1 Completed	IPSL service fully transitioned to operational in a Private Beta state.	17/03/2023	
		[M08] Beta Stage 2 Commenced	IPSL service in a Private Beta state being managed in accordance with GDS-Agile standards.	31/03/2023	

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		[M09] Beta Stage 3 Commenced	IPSL service fully transitioned to operational in a Public Beta state.	31/10/2023	
Live Phase		[M10] Live Implementation Completed	IPSL service fully transitioned to operational in a Live state.	31/03/2024	
TOTAL	£539,000				£539,000

### Delivery Plan:



### Dependencies:

### Supplier Resource Plan:

### Security Applicable to SOW:

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

### Cyber Essentials Scheme:

The Buyer requires the Supplier to have and maintain a **Cyber Essentials Certificate** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

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**SOW Standards:**

Not applicable

**Performance Management:**

See earlier in Call off Agreement

]

**Additional Requirements:**

**Annex 1** – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

**Key Supplier Staff:**

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)

[Indicate: whether there is any requirement to issue a Status Determination Statement]

**SOW Reporting Requirements:**

[Further to the Supplier providing the management information detailed in Paragraph 6 of Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1.	[insert]		
1.1	[insert]	[insert]	[insert]

**4 Charges**

**Call Off Contract Charges:**

The applicable charging method(s) for this SOW is:

- Fixed Price

**Rate Cards Applicable:**

**Reimbursable Expenses**

None

**5 Signatures and Approvals**

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**Agreement of this SOW**

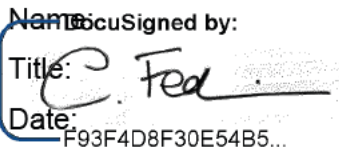
BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

**For and on behalf of the Supplier**

Name: Signed by:

Title:

Date:



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Signature:

Full Name: Mr. Clive Feakin

**For and on behalf of the Buyer**

Job Title/Role: Professional Services Director

Name: Signed by:

Date Signed:

 22/12/2022

Date:

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Signature:

Full Name: Peter Ridley

Job Title/Role: Deputy Chief Finance Officer

Date Signed: 30/12/22

## Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

### 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:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

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>the scope of Personal Data is restricted to the minimal personal data held within the IP system - collected and held for the purposes of executing NHSE's statutory duty for licensing.</li> </ul>
Duration of the Processing	Duration of the contract
Nature and purposes of the Processing	<p>The nature and purpose of Processing is solely for the redevelopment of the IP licensing system. This includes:</p> <ul style="list-style-type: none"> <li>Transferring data from the legacy system to the new system</li> <li>Testing the new system</li> </ul>
Type of Personal Data	Names, email addresses, business addresses, date of births
Categories of Data Subject	External staff (Employees of licence applicants of licenced providers)
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	Data will be retained by the data controller and therefore there is no need for data to be returned to the controller.