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**RM6100 Technology Services 3 Agreement  
Framework Schedule 4 - Annex 1  
Lot 3d Order Form**

## Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 12th August 2021 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234>. The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

This Order Form shall comprise:

- This document headed "Order Form";
- Attachment 1 – Services Specification;
- Attachment 2 – Charges and Invoicing;
- Attachment 3 – Implementation Plan;
- Attachment 4 – Service Levels and Service Credits;
- Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
- Attachment 6 – Software;
- Attachment 7 – Financial Distress;
- Attachment 8 - Governance
- Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
- Attachment 10 – Transparency Reports; and
- Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

1.1.1. the Framework, except Framework Schedule 18 (Tender);

1.1.2. the Order Form;



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1.1.3. the Call Off Terms; and

1.1.4. Framework Schedule 18 (Tender).



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## Section A General information

Contract Details	
<b>Contract Reference:</b>	AGEMCSU/TRANS/22/1238
<b>Contract Title:</b>	NHS Arden & GEM CSU Azure Data Platform Services
<b>Contract Description:</b>	Provision of platform & data engineering consultancy services to assist with the NHSEI UDAL programme.
<b>Contract Anticipated Potential Value:</b> this should set out the total potential value of the Contract	£294,250.00 +VAT
<b>Estimated Year 1 Charges:</b>	£294,250.00 +VAT
<b>Commencement Date:</b> this should be the date of the last signature on Section E of this Order Form	22 <sup>nd</sup> April 2022

Buyer details
<b>Buyer organisation name</b> Arden and Greater East Midlands Commissioning Support Unit
<b>Billing address</b> Your organisation's billing address - please ensure you include a postcode Cardinal Square, 10 Nottingham Road, Derby, DE1 3QT
<b>Buyer representative name</b> The name of your point of contact for this Order David Bailey, Senior Transactional Procurement Manager
<b>Buyer representative contact details</b> Email and telephone contact details for the Buyer's representative. This must include an email for the purpose of Clause 50.6 of the Contract. <a href="mailto:David.Bailey1@nhs.net">David.Bailey1@nhs.net</a> 01332 888023.
<b>Buyer Project Reference</b> Please provide the customer project reference number. ITT 8783 Azure Data Services

Supplier details
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**Supplier name**

The supplier organisation name, as it appears in the Framework Agreement  
Avanade UK Limited

**Supplier address**

Supplier's registered address  
30 Cannon Street, London, EC4M 6XH

**Supplier representative name**

The name of the Supplier point of contact for this Order  
Tom Hart, Client Director

**Supplier representative contact details**

Email and telephone contact details of the supplier's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

t.hart@avanade.com +44 (0)7976 901049

**Order reference number or the Supplier's Catalogue Service Offer Reference Number**

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number.

AGEM CSU ITT 8783

**Guarantor details**

*Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.*

**Guarantor Company Name**

The guarantor organisation name

Not Applicable

**Guarantor Company Number**

Guarantor's registered company number

Not Applicable

**Guarantor Registered Address**

Guarantor's registered address

Not Applicable



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## Section B

### Part A – Framework Lot

#### Framework Lot under which this Order is being placed

Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2, 3 and/or 5. Where Lot 1 is also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.

- TECHNOLOGY STRATEGY & SERVICES DESIGN
- TRANSITION & TRANSFORMATION
- OPERATIONAL SERVICES
  - a: End User Services
  - b: Operational Management
  - c: Technical Management
  - d: Application and Data Management
- SERVICE INTEGRATION AND MANAGEMENT

### Part B – The Services Requirement

#### Commencement Date

See above in Section A

#### Contract Period

Guidance Note – this should be a period which does not exceed the maximum durations specified per Lot below:

Lot	Maximum Term (including Initial Term and Extension Period) – Months (Years)
2	36 (3)
3	60 (5)
5	60 (5)

**Initial Term** Months

12

**Extension Period (Optional)** Months

0

**Minimum Notice Period for exercise of Termination Without Cause** 30 days

(Calendar days) *Insert right (see Clause 35.1.9 of the Call-Off Terms)*

#### Sites for the provision of the Services

Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third party premises.



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The Supplier shall provide the Services from the following Sites:

**Buyer Premises:**

Not Applicable

**Supplier Premises:**

Supplier UK offices and/or home working as applicable.

**Third Party Premises:**

Not Applicable

**Buyer Assets**

*Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms*

Not Applicable

**Additional Standards**

*Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.*

Not Applicable

**Buyer Security Policy**

*Guidance Note: where the Supplier is required to comply with the Buyer's Security Policy then append to this Order Form below.*

Not Applicable

**Buyer ICT Policy**

*Guidance Note: where the Supplier is required to comply with the Buyer's ICT Policy then append to this Order Form below.*

Not Applicable

**Insurance**

*Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.*

Third Party Public Liability Insurance (£) – 1,000,000.

Professional Indemnity Insurance (£) – 1,000,000.

**Buyer Responsibilities**

*Guidance Note: list any applicable Buyer Responsibilities below.*



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Manage and/or liaise with NHS England to address the following responsibilities:

- Work will be undertaken remotely by default due to current working practices, but where there is a need for Supplier resource to be physically located with the Buyer, the Buyer will provide access to suitable workspaces, facilities, connectivity as needed for work activities including email and access to the internet.
- To provide valid licenses to all necessary tools and Buyer procured third party products required for the Supplier to complete a specific activity.
- To provide access to and input of Buyer subject matter experts (i.e. Buyer system or business processes or user representatives etc.), and/or relevant documentation or other materials in a timely manner.
- To provide and maintain an overarching prioritisation of data (sets) in scope of the Pod development work, enabling the Pods to identifying the sequencing of their development work.
- To provide documented end-to-end “ingest design” patterns for the UDAL platform of sufficient detail and granularity to enable the Senior Data Engineer to develop ingest design and configuration which follows agreed patterns.
- To provide at least one nominated Business Subject Matter Expert who can provide suitable knowledge and understanding of the data to be migrated to enable data ingest and engineering work to proceed, allocated to each Pod within which Supplier resources are working. The SME will have sufficient capacity available to support the Pod day-to-day to provide timely clarification and/or information to Supplier resource when requested.
- To provide personnel needed to conduct required workshops across the workstreams.
- To directly manage all other non- Supplier managed Buyer third-party product or service providers, and such third parties’ dependencies or critical activities, or to support Supplier resource in directing and managing third-party providers where Supplier resource are acting on behalf of the Buyer.
- The Buyer IT team will support the platform account and resources. The Supplier development team will be able to raise support tickets where there are problems with the platform or resources required by the pilot project.
- The Buyer will provide Programme/Project Management support alongside Supplier.
- The Buyer will provide identified Supplier resources with access to the UDAL development and test environments.
- The Buyer will provide identified Supplier resources with access to representative data for development purposes ahead of the start of any development tasks requiring that data.



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- The Buyer will provide Supplier with access and licences to any issues/task tracking tooling (e.g. Azure DevOps instance), documentation repositories, collaborative working tools, or other tools reasonably required to deliver the services within this WP that are hosted and/or managed by the Buyer, for the purposes of undertaking this WP.
- Access to the UDAL Azure Data Platform will be provided via adding users to pre-defined AAD groups.
- Buyer shall not allow any access to any Personally Identifiable Information. The Buyer will make Supplier aware of any potential access to any Personally Identifiable Information (PII), personal health data, or other sensitive data prior to any access being provided, to enable Supplier to agree required procedure and controls prior to accessing the data.

### Goods

*Guidance Note: list any Goods and their prices.*

No goods will be provided under this agreement.

### Governance – Option Part A or Part B

*Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.*

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	✓
Part B – Long Form Governance Schedule	<input type="checkbox"/>

The Part selected above shall apply this Contract.

### Change Control Procedure – Option Part A or Part B

*Guidance Note: the Call-Off Terms has two options in respect of change control. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is no requirement to include a complex change control procedure where operational and fast track changes will not be required.*

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	✓
Part B – Long Form Change Control Schedule	<input type="checkbox"/>

The Part selected above shall apply this Contract. Where Part B is selected, the following information shall be incorporated into Part B of Schedule 5 (Change Control Procedure):

for the purpose of Paragraph 3.1.2 (a), the figure shall be £N/A; and  
for the purpose of Paragraph 8.2.2, the figure shall be £N/A.





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## Section C

### Part A - Additional and Alternative Buyer Terms

#### Additional Schedules and Clauses (see Annex 3 of Framework Schedule 4)

This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.

#### Part A – Additional Schedules

Guidance Note: Tick any applicable boxes below

Additional Schedules	Tick as applicable
S1: Implementation Plan	<input type="checkbox"/>
S2: Testing Procedures	<input type="checkbox"/>
S3: Security Requirements (either Part A or Part B)	Part A <input type="checkbox"/> or Part B <input type="checkbox"/>
S4: Staff Transfer	<input type="checkbox"/>
S5: Benchmarking	<input type="checkbox"/>
S6: Business Continuity and Disaster Recovery	<input type="checkbox"/>
S7: Continuous Improvement	<input type="checkbox"/>
S8: Guarantee	<input type="checkbox"/>
S9: MOD Terms	<input type="checkbox"/>

#### Part B – Additional Clauses

Guidance Note: Tick any applicable boxes below

Additional Clauses	Tick as applicable
C1: Relevant Convictions	<input type="checkbox"/>
C2: Security Measures	<input type="checkbox"/>
C3: Collaboration Agreement	<input type="checkbox"/>

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

#### Part C - Alternative Clauses

Guidance Note: Tick any applicable boxes below

The following Alternative Clauses will apply:

Alternative Clauses	Tick as applicable
Scots Law	<input type="checkbox"/>
Northern Ireland Law	<input type="checkbox"/>
Joint Controller Clauses	<input type="checkbox"/>

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.



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## Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A

### **Additional Schedule S3 (Security Requirements)**

*Guidance Note: where Schedule S3 (Security Requirements) has been selected in Part A of Section C above, then for the purpose of the definition of "Security Management Plan" insert the Supplier's draft security management plan below.*

Not Applicable

### **Additional Schedule S4 (Staff Transfer)**

*Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of "Fund" in Annex D2 (LGPS) of Part D (Pension) insert details of the applicable fund below.*

Not Applicable

### **Additional Clause C1 (Relevant Convictions)**

*Guidance Note: where Clause C1 (Relevant Convictions) has been selected in Part A of Section C above, then for the purpose of the definition of "Relevant Convictions" insert any relevant convictions which shall apply to this contract below.*

Not Applicable

### **Additional Clause C3 (Collaboration Agreement)**

*Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.*

Not Applicable



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## Section D Supplier Response

### **Commercially Sensitive information**

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*

The Supplier wishes to withhold the personnel rate card detailed in Attachment 2 Charges and Invoicing Part C on page 15.



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## Section E Contract Award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

### SIGNATURES

#### For and on behalf of the Supplier

Name	<b>Paul Bowen</b>
Job role/title	<b>Chief Operating Officer, Avanade UK Limited</b>
Signature	DocuSigned by: <i>Paul Bowen</i> 47CD2D35BBA5486...
Date	28 April 2022

#### For and on behalf of the Buyer

Name	Louise Newcombe
Job role/title	Director of Clinical Services/COO Lincolnshire & Derbyshire
Signature	<i>L Newcombe</i>
Date	11/05/2022



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## Attachment 1 – Services Specification

As per the Suppliers response to ITT 8783 Azure Data Services (Contract Reference AGEMCSU/TRANS/22/1238).

NHS AGEM (the Buyer) has selected Avanade (the Supplier) to support with the UDAL programme (Unified Data Access Layer) which is being led by NHS England's Data Management & Integration Services (DMIS) which sits within the Office of the Chief Data & Analytics Officer. NHSE AGEM are a partner in this delivery.

The objective of UDAL is to establish a connected data architecture asset for NHS England and Improvement. This asset will improve the speed of data flows across the NHS from providers into the centre.

The Buyer seeks support from the Supplier across three specific areas:

- Assessment & Discovery - Providing assessment and advice with regard to current migration progress and future roadmap, advising how best to accelerate migration to UDAL, name by the supplier supporting with the following resource.
- Platform & Data Engineering - Augmenting existing development capability to accelerate work and help share good practice and skills.
- Skills Development & Knowledge Transfer - Providing more structured end-to-end knowledge transfer and training to help create sustainable capability within NHS AGEM.

### **Requirements Specification**

#### **1. Assessment & Discovery**

Provision of a Scrum Master and Lead Data Engineer to:

- Run a mini- discovery piece to understand current processes, resource and advice on options to accelerate. Included a recommended approach.

#### **2. Platform & Data Engineering**

Provision of a Scrum Master, Lead Data Engineer and Data Engineer to:

- Provide platform and data engineering expertise to work alongside the UDAL teams (Pods) and bring greater capacity and augment existing capability.
- Provide experience in building and running Azure data platform and analytics solutions to ensure:
  - Good practice is defined, understood and followed;
  - Data pipelines, transformations and reports are well-design and optimised, and to provide expertise;
  - Input to complex solutions to overcome any challenges.



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- Work in close collaboration with existing engineers and architects on the project to share knowledge and experience to build the skills and capability of the UDAL team through co-working and collaboration on key tasks.
- Define the test/QA methodology and approaches, tailored for data development and data migration work to make sure testing is efficient while maintaining quality.

### 3. Skills Development & Knowledge Transfer

Provision of a Lead Data Engineer to:

- Provision of ring-fenced time and tailored content to help develop the skills of internal resources in a more structured and end-to-end way, alongside joint development activities.
- Deliver structured sessions as required to ensure suitable skills development within the UDAL team.
- Provision of resource to provide guidance, QA reviews and good practice support as work is undertaken by the UDAL team.
- Ensure skills development has appropriate focus whilst not compromising delivery tasks.
- Work with the UDAL programme to monitor the growth of capability within the team and identify further development needs.

### Services Specification

In order to meet the requirements specification above, the Supplier resources will perform the **Services** as outlined in the table below, for the Buyer on the terms set out in this agreement:

Note, the following information was not provided within the Suppliers response to ITT 8783 Azure Data Services (Contract Reference AGEMCSU/TRANS/22/1238) but is provided within this section for the purposes of detailed clarification.

Role	Example Activities
Scrum Master/Pod Delivery Lead	<ul style="list-style-type: none"> <li>• Work within a designated Pod to oversee delivery</li> <li>• Responsible for overseeing and directing the work of the pod, ensuring blockers are removed and that the right information is available and activities are occurring at the right time.</li> <li>• Ensure that necessary business (SME) input is being provided as needed in a timely fashion, or escalate to Programme governance where this is impacting delivery work.</li> <li>• Work with Client Programme Manager, Delivery Leads, and/or Avanade Programme Manager to maintain alignment between project plans and the overall programme plan</li> </ul>



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	<ul style="list-style-type: none"> <li>• Attend Project and SCRUM meetings to help prioritise the work of the Pod.</li> <li>• Co-ordinate and lead agreed regular cadence of Pod meetings to ensure the Pod is communicating and working effectively.</li> <li>• Provide weekly status updates to agreed Workstream Lead.</li> </ul> <p><i>For avoidance of doubt, no SLAs are associated with the performance of this role and the activities undertaken.</i></p>
Senior Data Engineer	<ul style="list-style-type: none"> <li>• In alignment with agreed practices, design patterns and the UDAL architecture, develop data pipelines and data transformations to make data available for analysis needs.</li> <li>• Work with the nominated Business SME to understand the scope, complexity and requirements for ingestion of agreed datasets.</li> <li>• Support design and data mapping work for ingest of data.</li> <li>• Support and oversee the work of junior data engineering resource within the Pod.</li> <li>• Work with Testing/QA resource in support of testing activities and to analyse and remediate development defects.</li> <li>• Support in deployment of pipelines across Dev/Test/Acceptance Prod (DTAP) environments, in line with agreed release processes.</li> <li>• Work collaboratively with other UDAL resource to support upskilling in use of Azure services and data pipeline development, to build internal knowledge and capability.</li> <li>• Support training and knowledge transfer activities throughout the project.</li> </ul> <p><i>For avoidance of doubt, no SLAs are associated with the performance of this role and the activities undertaken.</i></p>
Data Engineer	<ul style="list-style-type: none"> <li>• Work within a designated Pod to understand data requirements and user needs.</li> <li>• In alignment with agreed practices, design patterns and the UDAL architecture, develop data pipelines and data transformations to make data available for analysis needs.</li> <li>• Work with Testing/QA resource in support of testing activities and to analyse and remediate development defects.</li> <li>• Support in deployment of pipelines across Dev/Test/Acceptance Prod (DTAP) environments, in line with agreed release processes.</li> </ul>



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	<ul style="list-style-type: none"><li>• Work collaboratively with other UDAL resource to support upskilling in use of Azure services and data pipeline development, to build internal knowledge and capability.</li><li>• Support training and knowledge transfer activities throughout the project.</li></ul> <p><i>For avoidance of doubt, no SLAs are associated with the performance of this role and the activities undertaken.</i></p>
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## Attachment 2 – Charges and Invoicing

### Part A – Milestone Payments and Delay Payments

#	Milestone Description		Milestone Date	Delay Payments (where Milestone) (£GBP per day)
M1	Assessment & Discovery		2 weeks from commencement of delivery	N/A
M2	Platform & Data Engineering Delivery Sprints 1 & 2		6 weeks from commencement of delivery	N/A
M3	Platform & Data Engineering Delivery Sprints 3 & 4		10 weeks from commencement of delivery	N/A
M4	Platform & Data Engineering Delivery Sprints 5 & 6		14 weeks from commencement of delivery	N/A
M5	Platform & Data Engineering Delivery Sprints 7 & 8 + Project Closedown		19 weeks from commencement of delivery	N/A
M6	Skills Development & Knowledge Transfer		19 weeks from commencement of delivery	N/A
<b>Total</b>				

### Part B – Service Charges

Charge Number	Service Charges (£GBP) (ex VAT)
<b>Service Line 1</b>	
Assessment & Discovery	
<b>Service Line 2</b>	
Platform & Data Engineering	



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<b>Service Line 3</b>	
Skills Development & Knowledge Transfer	

### Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges

Staff Grade	Day Rate (£)
Principal Consultant (Group Manager) - SFIA Level 6	
Lead Data Engineer (Senior Consultant/Manager) - SFIA Level 5	
Scrum Master (Senior Consultant/Manager) - SFIA Level 5	
Data Engineer (Consultant) - SFIA Level 4	



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## Part D – Risk Register

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 12
Risk Number	Risk Name	Description of risk	Timing	Likelihood	Impact (£)	Impact (description)	Mitigation (description)	Cost of mitigation	Post-mitigation impact (£)	Owner
N/A										

## Part E – Early Termination Fee(s)

Not Applicable.



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### Attachment 3 – Outline Implementation Plan

#	Milestone	Deliverables ( <i>bulleted list showing all Deliverables (and associated tasks) required for each Milestone</i> )	Duration ( <i>Working Days</i> )	Milestone Date
M1	Assessment & Discovery	As per Service Specification Attachment 1		2 weeks from commencement
M2	Platform & Data Engineering	As per Service Specification Attachment 1		19 weeks from commencement
M3	Skills Development & Knowledge Transfer	As per Service Specification Attachment 1		19 weeks from commencement



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## **Attachment 4 – Service Levels and Service Credits**

Service Levels as per the resources provided in Service Specification Attachment 1.  
Service Credits are Not Applicable.



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## **Attachment 5 – Key Supplier Personnel and Key Sub-Contractors**

1.1.1. The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

### **Part A – Key Supplier Personnel**

Not Applicable.

### **Part B – Key Sub-Contractors**

Not Applicable.



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## Attachment 6 – Software

The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).

1.1.2. The Parties agree that they will update this Attachment 6 periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

### Part A – 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)	Term/ Expiry
N/A							



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## Part B – Third Party Software

The Third Party Software shall include the following items:

<b>Third Party Software</b>	<b>Supplier</b>	<b>Purpose</b>	<b>Number of Licences</b>	<b>Restrictions</b>	<b>Number of Copies</b>	<b>Type (COTS or Non-COTS)</b>	<b>Term/ Expiry</b>
N/A							



## **Attachment 7 – Financial Distress**

Not Applicable.

## Attachment 8 – Governance

### PART A – SHORT FORM GOVERNANCE

For the purpose of Part A of Schedule 7 (Short Form Governance) of the Call-Off Terms, the following board shall apply:

Operational Board	
Buyer Members for the Operational Board	<ul style="list-style-type: none"> <li>• Chief Data Officer</li> <li>• Data Platform Product Delivery Manager</li> </ul>
Supplier Members for the Operational Board	<ul style="list-style-type: none"> <li>• Client Director</li> <li>• Programme Manager</li> </ul>
Frequency of the Operational Board	As per the UDAL Programme Governance structure agreed with NHSEI
Location of the Operational Board	As per the UDAL Programme Governance structure agreed with NHSEI

### PART B – LONG FORM GOVERNANCE

Not Applicable.

## Attachment 9 – Schedule of Processing, Personal Data and Data Subjects

This Attachment 9 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

The contact details of the Buyer's Data Protection Officer are: **TBC**

The contact details of the Supplier's Data Protection Officer are: Richard Steen [avanadepo@avanade.com](mailto:avanadepo@avanade.com)

The Processor shall comply with any further written instructions with respect to processing by the Controller.

Any such further instructions shall be incorporated into this Attachment 9.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the Personal Data.</p> <p>For the avoidance of doubt, the Parties acknowledge and agree that the Supplier will not have any access, including without limitation, incidental access to any Client Personal Data under this agreement. (If checked, the Parties agree that none of the following categories in this Section will apply.)</p> <p>In the event neither of the foregoing categories are checked, the Parties agree that the Supplier will not have access to or otherwise Process any Client Personal Data under this agreement.</p>
Duration of the processing	For the duration of the agreement.
Nature and purposes of the processing	Not Applicable.
Type of Personal Data	Not Applicable.
Categories of Data Subject	Not Applicable.

<p>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>	<p>This will not be applicable, because at the end of the contract all data will reside in the Buyer's environment.</p>
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## **Attachment 10 – Transparency Reports**

Not Applicable.

## **Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses**

Not Applicable.