**Digital Social Care Records Dynamic Purchasing System (DPS): Template Order Form**

This document is a template order form to be used when calling-off from the Digital Social Care Records DPS. When completed and signed, the Order Form forms a contract with your chosen supplier alongside the DPS Call-Off Terms and Conditions.

Text highlighted in yellow requires completion. Text highlighted in grey is advice on completing the Order Form and should be deleted before the Order Form is sent to suppliers. In this Order Form, words beginning with a capital letter are defined terms as outlined in Schedule 3 of the Call-Off Terms and Conditions.

|  |
| --- |
| **References and Date** |
| **Order Reference Number** |  [**Insert order reference number**]*Please contact* *dscr.enquiries@nhsx.nhs.uk* *to obtain a DPS Framework reference number.* |
| **Date of Order Form** |  [**Insert**]*Insert date this Order Form is signed by the Authority– this will be the Order Form Date for the purposes of the Contract.* |
| **Parties and Key Persons** |
| **Authority** |  [**Insert**]*Insert legal identity of the Authority or Authorities calling off from the DPS Framework Agreement, this should be the Authority’s full official name. If more than one Authority is calling off together then either:**1) they will all be parties to the Contract; or**2) one Authority shall contract on behalf of them all.**If one Authority is to contract for all, then the Authorities are advised to agree in writing between themselves how their agreement works.* |
| **Suppliers** |  [**Insert**]*Insert the official legal name of the Supplier (not trading name) that is successful on relevant mini-competition. Insert the official legal names of multiple Suppliers where the successful bidder is a consortium of co-bidders. Each co-bidder will be required to enter into the Contract as a Party.* |
| **Principal Supplier(s)** | [**Insert or state “Not Applicable”**] *Where there are multiple suppliers insert the identity of any of the Suppliers that are Principal Suppliers who shall be first recourse for the Authority or state “Not Applicable”.*  |
| **Key Roles for the supply or performance of the Deliverables and the personnel who will fill those Key Roles (“Key Personnel”)** | [**Insert or state “Not Applicable”**]*Identify any specific Key Roles that are key to the supply or performance of the Deliverables and insert the identity of any staff of the Supplier(s) who are to fulfil those Key Roles. This may only be required in certain instances where personnel have a specific importance to the Authority.*  |
| **Contract Managers** |

|  |  |
| --- | --- |
| *Authority’s Contract Manager* | [**Insert name**] |
| *Supplier’s Contract Manager(s)* | [**Insert name**] |

*Insert the Contract Managers at the commencement of this Contract.* *Where the Authority comprises more than one organisation insert details of a single Contract Manager or a Contract Manager per organisation as applicable.* *Where the Supplier comprises more than one organisation insert details of a Contract Manager for each organisation.*  |
| **Lead Contract Manager (if applicable)** |

|  |  |
| --- | --- |
| *Authority’s Lead Contract Manager* | [**Insert name or “Not applicable”**] |
| *Supplier’s Lead Contract Manager* | [**Insert name or “Not applicable”**] |

*Where there a multiple suppliers and/or customers, insert the Lead Contract Manager at the commencement of this Contract or state “Not Applicable”.* |
| **Person(s) to receive notices under the Contract** |

|  |  |
| --- | --- |
| *Authority’s nominated person and contact details for service of notices* | **[Insert]***Name**Postal Address**Email Address* |
| *Supplier’s nominated person and contact details for service of notices* | **[Insert]** *Name**Postal Address**Email Address* |

*Insert the name and contact details for each party as nominated at the commencement of this Contract.* *Where the Authority comprises more than one organisation insert details of a coordinating person or a person for each Authority.* *Where the Supplier comprises more than one organisation insert details of a person for each organisation.*  |
| **TUPE** | [**The Authority and the Supplier do not expect there to be a Relevant Transfer for TUPE purposes on commencement of the Contract. Part C of Schedule 12 shall apply.]***Where the Authority engages staff that are wholly or mainly engaged in carrying out the relevant activities that will transfer to the supplier (e.g. records management) it may wish to take legal advice as to whether TUPE will apply as a matter of law. Schedule 12 of the Call Off Terms sets out the provisions that will apply where a Relevant Transfer occurs.* |
| ***Notified Sub- contractors in the event of a TUPE transfer at a Relevant Commencement Date***  | [**State “Not Applicable” or, if there is to be a “Relevant Transfer” of employment for TUPE purposes then please complete Annex 9.**] *Where at any Relevant Commencement Date there is a Relevant Transfer such that the provisions of Schedule 12 of these Call-Off Terms and Conditions shall apply then any sub-contractor to whom Transferring Authority Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date shall be identified in Annex 9 to the Order Form;* |
| **General** |
| **Status of Order Form** | Issue of this Order Form is an “invitation to treat” by the Authority following the Suppliers’ Call-Off ITT Response submitted by the Supplier(s) in response to the relevant mini-competition conducted under and in accordance with the DPS Framework Agreement. On the signature of the Order Form by the Suppliers and its return to the Authority, the signature of the Order Form by the Authority shall be the point at which a contract is formed between the Authority and the Suppliers. This Order Form, together with the Call-Off Terms and Conditions and the applicable provisions of the DPS Framework Agreement (and the other provisions as set out in the Call-Off Terms and Conditions) form a contract (defined as “the Contract” in the Call-Off Terms and Conditions) between the parties as at and from the date of this Order Form.All terms defined in the Call-Off Terms and Conditions have the same meaning when utilised in this Order Form. |
| **Call-Off Terms and Conditions** | The Call-Off Terms and Conditions comprise the following Schedules of Appendix A of the DPS Framework Agreement:

|  |  |
| --- | --- |
| **Schedule 1** | Key Provisions |
| **Schedule 2** | General Terms and Conditions |
| **Schedule 3** | Definitions and Interpretations Provisions |
| **Schedule 4** | This Order Form |
| **Schedule 5** | Information Governance |
| **Schedule 6** | Security Management |
| **Schedule 7** | Standards |
| **Schedule 8** | Software |
| **Schedule 9** | Installation and Commissioning Services |
| **Schedule 10** | Maintenance Services |
| **Schedule 11** | Not Used |
| **Schedule 12** | Staff Transfer |
| **Schedule 13** | Change Control Process |
| **Schedule 14** | Acceptance Testing |

Any additional Extra Key Provisions set out at Annex 2 below shall be incorporated into the Contract formed by the signature and completion of this Order Form. |
| **DPS Framework****Agreement** | The Dynamic Purchasing System Framework established by the Department of Health and Social Care (DHSC) for and on behalf of DHSC and other organisations/authorities permitted to use the DPS Framework (the “**DPS** **Framework Agreement**”). |
| **Call-Off ITT** | The Call-Off ITT as issued by the Authority to invite responses to the relevant mini-competition conducted under and in accordance with the DPS Framework Agreement. |
| **Call-Off ITT Response** | The Suppliers’ response to the relevant Call-Off ITT submitted by the Suppliers in response to the relevant mini-competition conducted under and in accordance with the DPS Framework Agreement and initiated by the issue of a Call-Off ITT by the Authority. |
| **Contract Meetings** | [**Insert frequency e.g. monthly/ quarterly**]*Please insert the frequency of Contract Meetings. If a frequency is not specified, meetings will take place on a monthly basis unless the Parties agree otherwise.**The default position is that the Authority will minute each meeting in accordance with Clause 11 of Schedule 2 of the Call-Off Terms and Conditions. If alternative provisions apply, please state them here.**Please note that any changes to the Processing arrangements outlined in Annex 7 of this Order Form should be dealt with under the procedure outlined in Clause 31.3 of the Call-Off Terms and Conditions.* |
| **Contract Term and Termination Provisions** |
| **Term of the Contract** | **[Insert the contract term. The maximum possible contract term is 5 years including any extension periods.]***The common position is that the Term will be the length of the Contract from the Effective Date.*  |
| **Extension of Term** | **[Insert any extension term and any notice required or delete if content with standard provisions described below]***Specify any extension periods that can be initiated at the election of the Authority (including details of notice periods and durations of permitted extensions)* *If no specific provisions are inserted here the default position under the Contract is for the Authority to have the right to extend on one or more occasions, on at least 6 months’ notice, up to a maximum 18 Months extension in aggregate (see Clause 21.2 of Schedule 2 of the Call-Off Terms and Conditions).* |
| **Contract Deliverables** |
| **Deliverables** | The Deliverables to be provided by the Supplier(s) under the Contract shall be the Services and/or Ad Hoc Services and/or Goods and/or any other requirement whatsoever (including without limitation any item, feature, material, outcome or output). The Deliverables are described at Annex 1 Part 1 of this Order Form (“the Specification”) and shall be provided from the Deliverables Commencement Date set out below in accordance with the KPIs set out in the Specification.Where the Suppliers are comprised of more than a single Supplier the Supplier Matrix at Annex 1 of the Order Form, shall indicate which portion of the Deliverables are to be provided by which of the Suppliers. |
| **Deliverables Commencement Date** | [**Insert**]*Insert date delivery of the Deliverables is required to commence.* |
| **Services Commencement Date** | [**Insert**]*Insert date delivery of the Services is required to commence.* |
| **Goods Commencement Date** | [**Insert or state “Not Applicable” if no goods are being provided**]*Insert date delivery of the Goods is required to commence.* |
| **Long Stop Date** | [**Insert**]*Insert date by which performance of the Deliverables must have been commenced and, failing which, the Authority shall, under the Call-Off Terms and Conditions, have the right to terminate the Contract by notice in writing to the Suppliers.* |
| **Implementation Plan** | The implementation plan submitted as part of the Call-Off ITT Response (if required by the relevant mini-competition conducted in accordance with the Call-Off ITT) and set out at Annex 4 below. |
| **Quality Plans** | [**Insert if a Quality Plan is required or state “Not Applicable”]***Indicate here whether Clause 35 of the Call-Off Terms and Conditions shall apply to the Contract with regards to Quality Plans. This may helpful where the Deliverables are subject to quality standards.* |
| **Information Security Management Plan** | The information security management plan submitted as part of the Call-Off ITT Response (if required by the relevant mini-competition conducted in accordance with the Call-Off ITT) and set out at Annex 5 below, as may be amended from time to time in accordance with Schedule 6 of the Call-Off Terms and Conditions. |
| **Insurance** | [**Insert insurance required. The standard amount is £5 million e.g. Insurance arrangements in respect of employer’s liability, public liability and professional indemnity in accordance with Good Industry Practice with the minimum cover per claim of the greater of: (a) five million pounds (£5,000,000).]***The value and risk attaching to the particular call-off should be considered to evaluate the level of insurance required. Where any type of insurance is required to be taken out of a greater level of indemnity than £5 million per claim then that level and the type of insurance for which it is required should be stated here.*  |
| **Supplier Specific Standards** | [**Insert or state “Not Applicable”**]*Indicate here if there are any additional standards not listed in Schedule 7 of this agreement, that the Suppliers will be required to comply with under a given call-off contract.* |
| **Subcontractors** | Consent is provided for the use of the following Subcontractors:[**Insert or state “Not Applicable”**]For the avoidance of doubt, providers of inputs into the services (e.g. cloud suppliers) shall not constitute subcontractors for the purposes of the Subcontract.  |
| **Information Governance** |
| **Information Governance Provisions (Schedule 5)** |  **[Schedule 5 shall apply]***The default position under the Call-Off Terms and Conditions is that the Authority shall act as a Controller and the Supplier shall act as a Processor.**Alternative information governance provisions will be required in the following situations:**where the Authority and the Suppliers are joint data Controllers;**where the Suppliers (and not the Authority) are Controllers; and/or*  *where the contract involves the processing of anonymised/ pseudonymised data within a controlled environment.* |
| **Processing of Personal Data** | [**Insert any variations or confirm the default position e.g. The Authority shall act as Controller and the Supplier shall act as a Processor in accordance with Annex 7.**]*Where the Deliverables include the processing of any Personal Data then please complete Annex 7 of the Order Form, which shall be inserted as the Annex to Schedule 5 of the Call-Off Terms and Conditions.*  |
| **Intellectual Property Rights and Licencing** |
| **Intellectual Property** | **[Insert. E.g. The Suppliers shall own the Foreground IP. Clause 14.6 shall apply.]***Please see Clause 14 of Schedule 2 of these Call-Off Terms and Conditions and insert any variant provisions. If the Suppliers are to own any of the Foreground IP then this must be stated here.**Please consider whether the Authority need to take ownership of the Foreground IPR or whether a licence granted in favour of the Authority may be a suitable alternative.**In addition, consider, by reference to the nature of the Deliverables, whether any warranties from the Authority re the Authority Background IPR should apply as set out at Clause 14.14 of Schedule 2 and/or whether the Authority should indemnify the Suppliers against IPR infringement claims in relation to the Suppliers’ use of the Authority Background IPR for the provision of the Deliverables as set out in Clause 14.15 of Schedule 2.*  |
| **Supplier Owned Foreground IPR** | **[Insert. E.g. The Authority will not own any of the Foreground IP unless products are specifically developed for the Authority]***Indicate any part of the Deliverables (whether Software or other IPR) where the Foreground IPR is to be owned by the Suppliers pursuant to Clause 14.6 of Schedule 2, for example specific elements of the Specification, or any Supplier COTS Software or SaaS Applications.*  |
| **Standard Licence Terms** | *Stipulate if: a) Supplier Non-COTS Software; or b) SaaS Applications is/are to be provided on Standard Licence Terms; or c) any other elements of the Deliverables that Suppliers may offer under their Standard Licence Terms which could include but not be limited to: SaaS Documentation, and/or Licensed Software.***[SaaS Applications are provided on the terms below:**1. **The Authority owns all right, title and interest in and to all Authority Data that is not Personal Data, and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Authority Data.]**

*Consider if the Extra Key Provisions need to state whether any aspect of the Standard Licence Terms prevail over the Call-Off Terms and Conditions.* *Any Standard Licence Terms to be inserted at Annex 8 to the Order Form.* |
| **Third Party Software** | **[Third Party Software is provided on the standard licence terms as provided for by the Third Party and set out in Annex 11]***Record any Supplier Software or Third Party Software licensed by the Supplier or third parties for the purposes of the delivery of the Services at Annex 10 to the Order Form, and provide the terms applicable to the same at Annex 11.* |
| **Contract Price and Payment** |
| **Contract Price** | The price(s) to be paid by the Authority to the Suppliers for the provision of the Services, as set out in the Call-Off ITT Response and reproduced at Annex 3. |
| **Financial Model** | The Suppliers’ Financial Model, submitted if required by the Authority in the Supplier’s Call-Off ITT Response and reproduced at Annex 3.  |
| **Total Contract Price for the purposes of Clause 19 (Limitation of Liability)** | As outlined in Annex 3 of this Order Form.  |
| **Payment Provisions** | The payment terms for the payment by the Authority to the Suppliers of the Contract Price for the Services, as set out in the Call-Off ITT and reproduced at Annex 3; andThe level of reimbursement by the Suppliers to the Authority relating to any service credits in respect of failures by the Suppliers to meet the KPIs, as set out in the Call-Off ITT and reproduced at Annex 3. |

**Signed by the authorised representative of each AUTHORITY (as applicable)**

|  |  |  |  |
| --- | --- | --- | --- |
| Name: | **Insert.**   | Signature: | **Add signature.**   |
| Position: | **Insert.**   |  |  |
| *(Insert an additional signature block for each additional Authority)* |  |  |  |

**Signed by the authorised representative of each of the SUPPLIERS (as applicable)**

|  |  |  |  |
| --- | --- | --- | --- |
| Name: | **Insert.**   | Signature | **Add signature.**  |
| Position: | **Insert.**  |  |  |
| *(Insert an additional signature block for each co-bidder)* |  |  |  |

**Order Form Annexes**

**Annex 1**

Part 1: Specification

Part 2: KPI Overview

Part 3: KPIs

Part 4: Calculation of Service Credits

Part 5: Termination Trigger for Accrued KPI Failures

Part 6: Excusing Events

**Annex 2 -** Extra Key Provisions

**Annex 3**

Contract Price and Payment Terms

Maximum Payments on Unilateral Termination

Supplier’s Financial Model

**Annex 4 -** Implementation Plan

**Annex 5 -** Information Security Management Plan

**Annex 6 -** Supplier Solution

**Annex 7 -** Processing of Personal Data

**Annex 8 -** Standard Licence Terms

**Annex 9 -** Notified Sub-Contractors

**Annex 10 -** Supplier Software and Third Party Software

**Annex 11 -** Third Party Software Licence Terms

**Annex 1**

**Annex 1 Part 1: Specification**

1.1 **The Deliverables**

*Main object:*

* ***Insert specification from the Call-Off ITT, together with binding elements of the Call-Off ITT******Response*** *that do not conflict with and are not inconsistent with the terms of the specification from the Call-Off ITT*
* *When creating your specification make sure you have the advice of someone who will use the software in order to list your key requirements. You will need to consider the budget available and the criteria that your choice will be based on.*

*Please also consider:*

* *Please specify which of the Deliverables, if any, are Priority Deliverables*
* *Please outline the Background IPR to be brought to the provision of the Deliverables.*
* *Please indicate whether the parties anticipate modifications or enhancements to Supplier Software or Third Party Software being generated under the Deliverables.*
* *Please indicate whether any Specially Written Software will be generated under the Services.*
* *Please specify any Supplier COTS Software or Third Party COTS Software and whether standard licence terms will be varied through Extra Key Provisions*
* *Please specify any Supplier Non-COTS Software or Third Party Non-COTS Software and whether standard licence terms will apply and/or be varied through Extra Key Provisions.*
* Please indicate if any Deliverable, Specially Written Software or Foreground IPR are to be made available as Open Source
* *Please insert any Policies and/or procedures and requirements in relation to any environmental and social requirements, characteristics and impacts of the Services and the Suppliers’ supply chain*

**1.2 Division of Service provision between Suppliers/Sub-contractors**

The division of the services between Suppliers (where more than one Supplier) must be consistent with the completed Supplier Matrix, subject to any assignment/subcontracting permitted by the terms of the DPS Framework Agreement after the commencement date of the DPS Framework Agreement.

If you have multiple Suppliers/Subcontractors insert any deliverables supplied by the relevant Supplier/Subcontractor. If you have a single Supplier/Subcontractor leave this section blank.

**Supplier Matrix**

|  |  |
| --- | --- |
| supplier | Service |
| *Insert Supplier/subcontractor’s name* | *Insert Deliverables supplied by the relevant Supplier/subcontractor, utilising the identical description utilised in the Specification* |
|  |  |
|  |  |

**Annex 1 Part 2: KPI Overview**

**Key Performance Indicators**

1. During the Term of the Contract the Suppliers shall provide the Deliverables so as to meet the standard under each of the KPIs described below.
2. Annex 1 Part 3 of this Order Formsets out the Key Performance Indicators that the Parties have agreed shall be used to measure the performance of the Deliverables by the Suppliers.
3. The Suppliers shall monitor their performance against each KPI and shall send the Authority a report detailing the level of service actually achieved in accordance with the provisions of this Contract.
4. Subject to:
5. any breach of any express provision of this Contract by the Authority (unless, and to the extent, caused or contributed to by the Suppliers); and
6. any deliberate act or omission of the Authority or any failure by the Authority to take reasonable steps to carry out its activities in a manner which minimises significant interference with the Suppliers’ performance of the Deliverables (save where, and to the extent, caused or contributed to by the Suppliers),

 a failure by the Suppliers to meet any of the KPIs shall be KPI Failure (as defined in the Call-Off Terms and Conditions). Failure to meet a Primary KPI shall be a Primary KPI Failure and failure to meet a Secondary KPI shall be a Secondary KPI Failure.

1. KPI Failure Points, and therefore Service Credits, shall accrue for any KPI Failure. Service Credits shall be calculated in accordance with Annex 1 Part 4 of this Order Form

**KPI Failure Points**

1. If the level of performance of the Suppliers during a Measurement Period achieves the Target Performance Level in respect of a KPI, no KPI Failure Points shall accrue to the Suppliers in respect of that KPI.
2. If the level of performance of the Suppliers during a Measurement Period is below the Target Performance Level in respect of a KPI, KPI Failure Points shall accrue to the Suppliers in respect of that KPI as set out in Annex 1 Part 4 of this Order Form
3. The number of KPI Failure Points that shall accrue to the Suppliers in respect of a KPI Failure shall be the applicable number as set out in Annex 1 Part 3 of this Order Form depending on whether the KPI Failure is a minor KPI Failure, a serious KPI Failure or a severe KPI Failure as indicated in Annex 1 Part 3 of this Order Form, unless the KPI Failure is a Repeat KPI Failure when the provisions of Paragraphs 9 and 10 of this Annex1 Part 2 shall apply.

**Repeat KPI Failures**

Repeat KPI Failures

1. If a KPI Failure occurs in respect of the same KPI in any two consecutive Measurement Periods, the second and any subsequent such KPI Failure shall be a “Repeat KPI Failure”.
2. The number of KPI Failure Points that shall accrue to the Suppliers in respect of a KPI Failure that is a Repeat KPI Failure shall be calculated as follows:

SP = P x 2

where:

SP = the number of KPI Failure Points that shall accrue for the Repeat KPI Failure;

and

 P = the applicable number of KPI Failure Points for that KPI Failure as set out in Annex 1 Part 3 depending on whether the Repeat KPI Failure is a minor KPI Failure, a serious KPI Failure, a severe KPI Failure or a failure to meet the KPI service threshold.

***Worked example based on the following KPI Failure Points regime for a service availability KPI:***

|  |  |
| --- | --- |
| **Severity Levels** | **KPI Failure Points** |
| Target Performance Level: 99% Minor KPI Failure: 98.0% - 98.9% Serious KPI Failure: 97.0% - 97.9% Severe KPI Failure: 96.0% - 96.9% KPI Service Threshold: below 96% | 01234 |

*Example 1:*

*If the Suppliers achieve a service availability of 98.5% in a given Measurement Period, this will be a minor KPI Failure for this KPI in that Measurement Period and accordingly will accrue 1 KPI Failure Point. If, in the next Measurement Period, it achieves a service availability of 96.5%, this will be a severe KPI Failure and accordingly would normally accrue 3 KPI Failure Points, but as the failure will in these circumstances be a Repeat KPI Failure, this amount is doubled and so the Suppliers will incur 6 KPI Failure Points for this failure (i.e. SP = 3 x 2). If in the next Measurement Period it achieves a service availability of 96.5%, the Suppliers will again incur 6 KPI Failure Points.*

*Example 2:*

*If the Suppliers achieve a service availability of 96.5% in a given Measurement Period, this will be a severe KPI Failure for this KPI in that Measurement Period and accordingly accrue 3 KPI Failure Points. If, in the next Measurement Period, it achieves a service availability of 98.5%, this will be a minor KPI Failure and accordingly accrue 1 KPI Failure Point, but as the failure will in these circumstances be a Repeat KPI Failure, this amount is doubled and so the Suppliers will incur 2 KPI Failure Points for this failure (i.e. SP = 1 x 2). If in the next Measurement Period it achieves Service Availability of 96.5%, the Supplier will incur 6 KPI Failure Points.*

**Related KPI Failures**

1. If any specific KPI refers to both Service Availability and System Response Times, the System Response Times achieved by the Supplier for any period of time during a Service Period during which the relevant Service or element of a Service is determined to be Non-Available shall not be taken into account in calculating the average System Response Times over the course of that Service Period. Accordingly, the Supplier shall not incur any Service Points for failure to meet System Response Times in circumstances where such failure is a result of, and the Supplier has already incurred Service Points for, the Service being Non-Available.

 **Annex 1 Part 3: KPIs**

*Insert KPIs in the table below. Standard KPIs have been provided. If you do not wish to use KPIs you can leave the table blank.*

1. **Primary Key Performance Indicators**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Key PerformanceIndicator Title | Definition | Frequency ofMeasurement | Severity Levels | ServicePoints |
| *1* | *Service Availability*  |  *The service is available for 99% of the time.*  | *Monthly*  | Target Performance Level: 99% Minor KPI Failure: 98.0% - 98.9% Serious KPI Failure: 97.0% - 97.9% Severe KPI Failure: 96.0% - 96.9% KPI Service Threshold: below 96% | *0**1**2**3**4* |

**2. Secondary Key Performance Indicators**

Please delete the table below and replace with “Not used” if Secondary KPIs are not applicable to this Contract.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Key PerformanceIndicator Title | Definition | Frequency ofMeasurement | Severity Levels | ServicePoints |
|  |  |  |  | *Target Performance Level: [xx%]**Service Threshold: [xx%]* |  |
|  |  |  |  | *Target Performance Level: [xx%]**Service Threshold: [xx%]* |  |

**3. Definitions**

*Insert below any definitions to be utilised in the KPIs may be adapted for use in each Order Form or leave blank if not used.*

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| --- | --- |
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**Annex 1 Part 4: Calculation of Service Credits**

***Calculation of Service Credits – Primary KPIs***

*Please insert mechanism for calculating Service Credits arising from the Suppliers’ failure to meet any or each Primary KPI standard – The mechanism will need to convert Primary KPI Failure Points into Service Credits. Each Service Credit should be attributed a value in £/Pounds Sterling...Please complete “Not used” if Service Credits will not be due from any Suppliers as a consequence of breaching any of the Primary KPIs under this Contract.*

***Consequences of accruing Secondary Failure Points***

*Please insert mechanism for calculating Service Credits arising from the Suppliers’ failure to meet any or each Secondary KPI standard. The mechanism will need to convert Secondary KPI Failure Points into Service Credits. Each Service Credit should be attributed a value in £/Pounds Sterling. Please complete “Not used” if Service Credits will not be due from the Suppliers as a consequence of breaching any of the Secondary KPIs under this Contract.*

*and/or*

*Specify alternative remedies such as accelerated contract management meeting or issue of Breach Notice for example*

**Annex 1 Part 5: Termination Trigger for Accrued KPI Failures**

**Termination for accrued KPI Failures**

*Insert figures and measurement periods for the purposes of Clauses 22.5.5, 22.5.6 and 22.5.7 of Schedule 2 of the Call-Off Terms and Conditions*

The right for the Authority to terminate the Contract (or at its election part of the Contract relating to a specified portion of the Deliverables) forthwith by notice in writing to the Suppliers shall arise:

* pursuant to Clause 22.5.5 of Schedule 2 of the Call-Off Terms and Conditions upon the accrual of [**insert number**] Primary KPI Failure Points in any [**Month/Quarter - specify**]; and
* pursuant to Clause 22.5.6 of Schedule 2 of the Call-Off Terms and Conditions upon the accrual of [**insert number**] Secondary KPI Failure Points in any [**Month/Quarter - specify**]; and
* pursuant to Clause 22.5.7 of Schedule 2 of the Call-Off Terms and Conditions upon the occurrence of [**insert number**] KPI Failures in any Month or upon the occurrence of [**insert number**] KPI Failures in any Quarter

**Annex 1 Part 6: Excusing Events**

*Insert specific events/actions/circumstances entitling relief from KPI regime and/or other sanction under the Contract that apply to specific Call-Off.*

**[E.g. Scheduled maintenance updates where the Authority has been given at least 14 days written notice by the Supplier prior to scheduled service downtime.]**

**Annex 2**

**Extra Key Provisions**

1. Standard Licence Terms shall prevail over Schedule 2.
2. The Parties’ expectation is that the products provided are not medical devices for the purposes of the Medical Devices Regulation 2002, however clause 13.3 of Schedule 2 shall apply in the event that any product is or becomes a medical device and/or medicinal product under any relevant Law and Guidance.
3. Clause 39.11 of Schedule 2 shall only apply to contracts valued over £5 million per annum provided by Central Government Departments in accordance with PPN Action Note 01/18.

[**Private companies – *delete if not applicable***]

1. The following clauses below shall apply to customers that are not “public bodies” for the purposes of the Public Contracts Regulations 2015:
2. [For the purposes of Clause 18.3 (Indemnity), unlimited liability shall not apply to Clauses [**insert clause numbers**] and those clauses shall instead be subject to the limitation of liability under Clause 19.]
3. For the purposes of Clause 19.4, clauses 19.4.1 to 19.4.4 shall not apply.
4. Clause 39.11 of Schedule 2 shall not apply.
5. Schedule 5, paragraph 3 of the Call-Off Terms (Freedom of Information and Transparency) shall not apply.
6. Subcontractors listed in the Order Form shall be excluded from the audit rights under Clause 34.4 of Schedule 2.
7. Subcontractors listed in the Order Form shall be excluded from the requirement to include third party rights and/or warranties in favour of the Authority and/or DHSC in Clauses 39.15.12, 39.15.13, 39.16.2 or 39.16.3 of Schedule 2.

*Insert extra key provisions identified in the Call-Off ITT or agreed with the Supplier in respect of a Deliverable that is only available on a provider's standard terms and conditions.*

*Specify whether any subcontractor set out in the Supplier Matrix is excluded from the audit obligations under Clause 34.4 of Schedule 2.*

*Specify whether any subcontractor set out in the Supplier Matrix is excluded from the obligation(s) to include third party rights and/or warranties in favour of the Authority and/or DHSC in Clauses 39.15.12, 39.15.13, 39.16.2 or 39.16.3 of Schedule 2*

*Specify if the value of £10,000 in Paragraph 2 of the Change Control Process in Schedule 13 of the Call-Off Terms and Conditions is to be varied.*

*Consider for contracts of a long duration whether an extra key provision is required to allow for the costs of Suppliers to be recovered where these are caused by a discriminatory change of law.*

*Specify if the Authority is to give any further warranties pursuant to Clausen 13.2.5 of Schedule 2.*

**Annex 3**

**Contract Price and Payment Terms**

**Contract Price**

*Insert contract price offer from Call-Off ITT* Response

*Each Supplier’s Contract Price to be stated separately in respect of their portion of the Services.*

**[E.g. Annual SaaS fee = £X plus VAT]**

***Contract Price for permitted extensions to the Term***

*Insert Contract Price for any extension pursuant to Clause 21 of Schedule 2 of the Call-Off Terms and Conditions.*

**[E.g. Annual cost per extension is £X plus VAT]**

**Total Contract Price for the purposes of Clause 19 (Limitation of Liability)**

**[E.g. Total Contract Price = £X plus VAT]**

**Payment Provisions**

**[E.g. The annual fee will be paid in 12 installments monthly in arrears on the first of each month.]**

**[Insert Suppliers’ Financial Model (if applicable)]**

**Annex 4**

**Implementation Plan (if any)**

**[Insert the supplier's implementation plan here.**

**As part of your competitive process you will want to ensure that you understand how the supplier plans to implement the system. Below are some key questions you may want to ask the supplier in regards to implementation.**

1. **Can you provide an implementation plan / standard onboarding plan?**
2. **How long will implementation take?**
3. **What learning and support resources will be available?**
4. **How will training be delivered?**
5. **Who will be our key contact or trainer?**
6. **What ongoing support will be provided?**
7. **Can you give an example of a recent implementation in a similar organisation?**
8. **What is key to a successful implementation?]**

**Annex 5**

**Information Security Management Plan**

**[Insert Information Security Management Plan]**

**Annex 6**

**Supplier Solution**

**[Insert the supplier's response to your Invitation to Tender or insert a few paragraphs on the supplier solution ensuring it covers your key requirements.]**

**Annex 7**

**Processing of Personal Data**

This annex shall be inserted as the Annex to Schedule 5 of the Call-Of Terms and Conditions.

1. The Suppliers are only authorised to Process Personal Data in accordance with this Annex.
2. The Suppliers shall comply with any further written instructions with respect to Processing from the Authority from time to time.
3. Any such further instructions shall be incorporated into this Annex.

|  |  |
| --- | --- |
| **Description** | **Data** |
| **Subject matter of the processing** | E.g. Recording of care plans and care received by an individual.*[This should be a high level, short description of what the processing is about i.e. its subject matter]* |
| **Duration of the processing** | The duration of the processing is in line with the term of the contract including any contract extensions.  *[Clearly set out the duration of the processing including dates]* |
| **Nature and purposes of the processing** | E.g. The processing of the data consists of collection, recording, organisation, structuring, storage, disclosure by transmission, erasure or destruction of data. The data is processed for the following purpose: To allow the Authority to collect, record and share care information about individuals in receipt of care.*[Please be as specific as possible, but make sure that you cover all intended purposes.**The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.]* |
| **Type of Personal Data** |  E.g. name, address, date of birth, NHS number, telephone number, images, medical information, care plan data. *[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]* |
| **Categories of Data Subject** | E.g. individuals receiving care, their family members and / or next of kin.*[Examples include patients, members of the public users of a particular website etc.]* |
| **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** | E.g. Data will be held for the length of the contract and returned to the Authority upon contract termination or deleted.*[Describe how long the data will be retained for, how it will be returned or destroyed.]* |

For the avoidance of doubt this list will be amended through the Contract Meetings as set out above and in line with Clause 31.3 of Annex 2 of this Order Form.

**Annex 8**

**Standard Licence Terms**

**[Insert if additional further space is needed than that provided in the Order Form]**

**Annex 9**

**Notified Sub-Contractors**

**[Insert if applicable and if any]**

**Annex 10**

**Supplier Software and Third Party Software**

*If you or your supplier is using any other supplier software or third party software, input the relevant information in the tables below. If this is not applicable then leave the tables blank.*

**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) |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

**Third Party Software**

The Third Party Software includes the following items:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Third Party Software | Supplier | Purpose | Number of Licences | Restrictions | Number of Copies | Type (COTS or Non-COTS) |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

**Annex 11**

**Third Party Software Licence Terms**

**[Insert if applicable and if any]**