

ORDER FORM

[DRAFTING NOTE (DN): THIS TEMPLATE ORDER FORM IS PROVIDED FOR CUSTOMERS TO REVIEW AND ADAPT FOR THEIR OWN USE, IN CONJUNCTION WITH THE CALL-OFF TERMS & CONDITIONS, IF THEY WISH. IT IS STRONGLY RECOMMENDED THAT CUSTOMERS OBTAIN THEIR OWN LEGAL AND OTHER PROFESSIONAL ADVICE ON THE PREPARATION OF THE ORDER FORM TO ENSURE THAT IS MEETS THE CUSTOMER'S PARTICULAR REQUIREMENTS.]

PLEASE ENSURE THAT, BEFORE THE ORDER FORM IS ISSUED AND SIGNED:

- **ALL DRAFTING NOTES (HIGHLIGHTED IN GREEN) ARE DELETED AND**
- **ALL DRAFTING OPTIONS/SUGGESTIONS (HIGHLIGHTED IN YELLOW) ARE SELECTED, REMOVED OR POPULATED, AS APPLICABLE.]**

This Order Form is issued under the framework agreement dated 8th April 2024 between NHS Supply Chain whose Management Function is Supply Chain Coordination Limited ("NHS Supply Chain"), and the Supplier, for the supply of supply of Patient Monitoring Equipment, Related Accessories and Services (the "Framework Agreement").

The Contract, referred to throughout this Order Form, means the Contract between the Supplier and the Customer (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call-off Terms and Conditions for the Supply of Goods and Services (hereafter, the "Call-off Terms and Conditions"). [The Call-off Terms and Conditions are substantially the terms referred to in Appendix A to the Framework Agreement, but have been amended in accordance with this Order Form to reflect the circumstances of the procurement.]

The Supplier shall provide the Goods, Deliverables and Services specified in this Order Form (including any Attachments to this Order Form and their Appendices) to the Customer on, and subject to, the terms of this Contract for the duration of the Term (and any extension thereof).

In this Order Form, capitalised expressions shall have the meanings set out in (i) Schedule 4, Clause 1 of the Call-off Terms and Conditions (Definitions and Interpretation); or, (ii) (if different or additional) in the part of this Order Form in which the capitalised expression appears.

This Contract shall take effect on the Commencement Date and shall expire on the Expiry Date, unless otherwise extended in accordance with the terms of the Contract (the "Term"). The Contract can be terminated at an earlier date by operation of Law or in accordance with the terms of the Contract.

This Order Form shall comprise:

- (a) This document headed "Order Form";
- (b) Attachment 1 – Goods and Services (and including all Appendices);
- (c) Attachment 2 – Description of Processing, Personal Data and Data Subjects;
- (d) Attachment 3 – Security and Cyber Policy;
- (e) Attachment 4 – The Call-off Terms and Conditions;
- (f) Attachment 5 – Rental Agreement or Purchase Plan Agreement.

1. Party Details

Customer Details:	[Customer Name], a [insert description of customer including any relevant registration status, number, and location] ("Customer")		
Supplier Details:	[Supplier Name], a company registered in England and Wales with company number [insert Supplier company number] and registered office at [insert Supplier registered address], ("Supplier")		
Customer Invoice Address:	[Insert invoice address]		
Customer Representative:	Name:	[insert details here]	
	Role:	[insert details here]	
	Telephone and email:	[insert details here]	
	Address:	[insert details here]	
Supplier Representative:	Name:	[insert details here]	
	Role:	[insert details here]	
	Telephone and email:	[insert details here]	
	Address:	[insert details here]	

2. Contract Dates

Commencement Date:	[Insert date on which this contract starts]
Delivery Date(s):	[Insert delivery date(s) for Goods and/or Services]
Service Commencement Date:	[Insert service commencement date]
Expiry Date:	<p>[Insert the contract expiry date]</p> <p>Unless extended in accordance with the Call-off Terms, the Contract expires automatically on the Expiry Date above.</p>

3. Contract Details

Summary of Goods and Deliverables	[Insert a summary of the Goods and Deliverables that will be provided under the contract.]. Full details of the Goods and Deliverables are set out in Attachment 1 to the Order Form.
Summary of Services	[Insert a summary of the Services that will be provided under the contract.]

	Full details of the Services are set out in Attachment 1 to the Order Form.	
Delivery locations(s)	[Insert details of locations/sites for delivery of Goods and/or performance of Services and any related details]	
Installation Site(s)	[Insert details of locations/sites for installation of Goods (if relevant) and any related details]	
Delivery timetable	[Insert details of Customer timetable for delivery and installation of Goods and/or performance of Services]	[DN: The Customer may want to include this here or, alternatively, this could be set out in Attachment 1, Appendix 1]
Specific standards or compliance requirements:	[Include any conformance or compliance requirements which the Goods and/or Services must meet]	
The Supplier Software licences shall be: [DN: See Clause 5.1.3 of Schedule 7 of the Call-Off Terms and Conditions]	Perpetual (Customer to check box as applicable) [DN: The licence will not expire and shall continue indefinitely, including beyond the Term of the Contract]	<input type="checkbox"/>
	Renewable (Customer to check box as applicable) [DN: A renewable licence will have a fixed term and will expire unless renewed in accordance with terms set out by the Parties in Attachment 1]	<input type="checkbox"/>
	No Supplier Software is to be supplied under this Contract so not relevant. (Customer to check box if no Supplier Software at all is provided) [DN: A renewable licence will have a fixed term and will expire unless renewed in accordance with terms set out by the Parties in Attachment 1]	<input type="checkbox"/>
Are any supplemental or alternative licence terms being used for Supplier or Third Party Software? [DN: See Schedule 7 of the Call-Off Terms and Conditions]	Customer to check box if 'Yes' and supplemental or alternative licence terms to be appended at Appendix 4 to Attachment 1. [DN: Please note carefully the conditions that apply to Supplier and Third Party licence terms as set out in Schedule 7 of the Call-off Terms and Conditions.]	<input type="checkbox"/>
Are the Goods being supplied on a rental or lease basis? [DN: See Schedule 8A of the Call-Off Terms]	Customer to check box if 'Yes' and completed Rental Agreement to be appended at Attachment 5. [DN: Please note a Rental Agreement must be completed by the Customer and Supplier based upon the template set out at Schedule 8A of the Call-off Terms and Conditions.]	<input type="checkbox"/>
Are the Goods being supplied on a purchase plan basis?	Customer to check box if 'Yes' and completed Purchase Plan Agreement to be appended at Attachment 5.	<input type="checkbox"/>

<p>[DN: See Schedule 8B of the Call-Off Terms]</p>	<p>[DN: Please note a Purchase Plan Agreement must be completed by the Customer and Supplier based upon the template set out at Schedule 8B of the Call-off Terms and Conditions.]</p>	
<p>Do the Supplemental Security Requirements apply to the Goods and/or Services being provided?</p> <p>[DN: See Schedule 1, Clause 7.1.4 and Schedule 9 of the Call-Off Terms]</p>	<p>Customer to check box if 'Yes' – the "Supplemental Security Requirements" set out at Schedule 9 of the Call-off Terms and Conditions are incorporated into the Contract.</p> <p>[DN: If 'Yes' note that one of the Supplier's obligations is to provide a Cyber and Security Policy for inclusion at Attachment 3.]</p>	<input type="checkbox"/>
<p>Will the Supplier utilise any data-driven health and care technologies (including, without limitation, artificial intelligence (AI) techniques)¹ in, or in connection with, the Goods and/or Services provided to a Customer?</p> <p>[DN: See Schedule 1, Clause 7.1.5 and Schedule 10 of the Call-Off Terms]</p>	<p>Customer to check box if 'Yes' – "The Technology and AI Principles" set out at Schedule 10 of the Call-off Terms and Conditions are incorporated into the Contract.</p>	<input type="checkbox"/>

4. Supplier Personnel Details

<p>Contract Manager:</p>	<p>Name:</p>	<p>[Insert details here]</p>
	<p>Telephone:</p>	<p>[Insert details here]</p>
	<p>Email:</p>	<p>[Insert details here]</p>
<p>Address:</p>		<p>[Insert details here]</p>
<p>Key Personnel:</p>		<p>[Please list key personnel here]</p>

5. Customer Personnel Details

<p>Contract Manager:</p>	<p>Name:</p>	<p>[Insert details here]</p>
	<p>Telephone:</p>	<p>[Insert details here]</p>
	<p>Email:</p>	<p>[Insert details here]</p>

¹ See the Department of Health & Social Care's ["Code of conduct for data-driven health and care technology"](#) (as may be updated or superseded from time to time) for an explanation of what is meant by data-driven health and care technologies and artificial intelligence (as used in a health and care context).

	Address:	[insert details here]
Key Personnel:	[Please list key personnel here]	

6. Approved Subcontractors

The Customer agrees that the Supplier may subcontract its obligations under this Contract to the following Approved Sub-contractors in accordance with Clause 34.1 of Schedule 2 of the Call-Off Terms and Conditions:

Sub-Contractor Name and Business Details	Sub-contracted obligations
[Insert relevant details here]	[Insert relevant details here]
[Insert relevant details here]	[Insert relevant details here]
[Insert relevant details here]	[Insert relevant details here]

IN WITNESS of which this Order Form has been duly executed by the parties acting by their duly authorised representatives.

For and on behalf of [Customer Name] Authorised Signatory Name: Title: Date:	For and on behalf of [Supplier Name] Director/Secretary Name: Title: Date:
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ATTACHMENT 1
GOODS AND SERVICES

1. **Services**

1.1

The Services specified below are to be provided by the Supplier: [Insert detailed list/description of services required here – refer to definition of Services in Schedule 4 of the Call-off Terms and Conditions to see what items/elements should be covered. Further detail around Customer's Service requirements can be set out in (Customer) Specification at Appendix 1, Part 1 below.]

2. **Goods (including Software)**

2.1

The Goods specified below are to be provided by the Supplier: [Insert detailed description of Goods – refer to definition of Goods in Schedule 4 of the Call-off Terms and Conditions to see what items/elements should be covered. Further detail around specific Customer requirements can be set out in (Customer) Specification at Appendix 1, Part 1 below. Note that all software applications should be detailed at Appendix 3 – care should be taken to separate out Customer Software (if any) from Supplier Software and Third Party Software in Appendix 3.]

3. **Deliverables**

3.1

The other Deliverables specified below are to be provided by the Supplier: [Insert detailed description of Deliverables – refer to definition of Deliverables in Schedule 4 of the Call-off Terms and Conditions, and Clause 7 of Schedule 2, for an indication of what this should cover.]

APPENDIX 1

[Embed relevant documents here or paste in]

1. **(Customer) Specification**

[DN: It is envisaged that the Customer will want/need to supplement the Framework Agreement Specification with details of its own specific and detailed requirements, particularly for any complex service requirement. The Specification might include (NB - non-exhaustive suggestions):

- **Specification and details of solution required**
- **Required functionality/outputs of solution (especially where this involves IT); details of Customer's systems and environment and interdependencies**
- **Insurance types and/or levels if different from standard in Call-off Terms (taking into account the Contract Price and liability caps). For instance, a Customer would probably include a requirement for the Supplier to have Professional Indemnity Insurance where providing Services, and particularly where any advice is to be provided as part of a Service.**
- **Policies or protocols applicable (e.g. a patient referral protocol and reporting procedure)**
- **KPIs/Performance Mechanism (taking into account any industry standards relevant to particular service being provided)**

- **Ongoing management and quality assurance/solution management**
- **Use of Authority equipment and Supplier equipment**
- **Authority Sites and/or Supplier Sites involved**
- **Contract exit provisions – add into Specification or Appendix 6**
- **Plus: implementation requirements and timetable, required functionality and performance of solutions, service cover times, any standards, performance measures and service levels that apply.....]**

2. (Supplier) Tender Response Document

[DN: It is envisaged the successful Supplier's Tender Response Document (setting out the details of what and how it will deliver the services) will be added here. Because the Customer needs to develop the Specification in order to meet its own needs, the Supplier will need to provide a 'bespoke' proposal (building on its Framework Tender Response Document) in response to the Specification.]

APPENDIX 2

SERVICE LEVELS

[Insert service levels applicable to the Services here]

[DN: Customer may want to specify here Service Levels (for certain elements of the Services) against which performance will be compared and measured. For each heading, specify the Service Level and the criteria for achievement of it. Customer should also say what the consequences of failure are in terms of e.g. credits against services charges and/or termination rights for persistent/serious failures.]

[DN: Service Levels should reflect at least the minimum standards required in the Specification plus any that are over and above these as described in the successful bid.]

APPENDIX 3

SOFTWARE

[DN: Please refer to the definitions section at Schedule 4 of the Call-off Terms to see what each of these capitalised terms means. You should also review the special Software supply terms at Schedule 7 carefully before completing this section.]

1. Customer Software

[Insert list of Customer Software here]

[DN: If any Customer Software is required to operate the solution that the Supplier has recommended, set those applications out here. If none, state 'Not Applicable'.]

2. Supplier Software

[Insert list of Supplier Software here]

[DN: If none, state 'Not Applicable'.]

3. Third Party Software

[insert list of Third Party Software here]

[DN: If none, state 'Not Applicable'.]

4. Recommended Items

[insert list of Recommended Items here]

[DN: The solution that the Supplier has recommended to meet the Specification together with, if applicable, specific licence types, as per the Tender Response Document; the suitability of which is to be underwritten by the Supplier.]

[DN: If none, state 'Not Applicable'.]

APPENDIX 4

SOFTWARE LICENCE TERMS

[insert and Supplier or Third Party Software licence terms here]

[DN: If none, state 'Not Applicable'.]

APPENDIX 5

FINANCIAL SCHEDULE

[DN: To be decided locally by the Customer – but review Clause 15, Schedule 2 of the Call-off Terms payment and terms first.]

Areas which may be included in the Financial Schedule are likely to include (NB – non-exhaustive suggestions):

- Contract Price breakdown and agreed payment schedule (which may link to Customer-set delivery metrics if featured in Appendix 1 and/or Appendix 2) – see Clause 15, Schedule 2 of the Call-off Terms for payment terms
- Invoicing arrangements/ terms if different from those set out in the Call-off Terms
- A rate card / catalogue setting out the price for 'extras' not included in the Contract Price (but note those elements that must be included in the Contract Price under Clause 15.2.2.)

APPENDIX 6

EXIT PROVISIONS

[to be added if specified]

[DN: If none, state 'Not Applicable'.]

ATTACHMENT 2

DESCRIPTION OF PROCESSING, PERSONAL DATA AND DATA SUBJECTS

Where the Supplier is Processing any Personal Data in connection with the Contract, this Attachment must be completed pursuant to Schedule 3 of the Call-off Terms and Conditions.

This Attachment shall be completed by the Customer, who may take account of the view of the Supplier, however the final decision as to the content of this Attachment shall be with the Customer at its absolute discretion.

1. The contact details of the Customer's Data Protection Officer are: [Insert]
2. The contact details of the Supplier's Data Protection Officer are: [Insert]
3. The Supplier shall comply with any further written instructions with respect to processing by the Customer.
4. Any such further instructions shall be deemed incorporated into this Attachment 2.

Description	Details
Subject matter of the processing	<p>[DN: This should be a high level, short description of what the processing is about i.e. its subject matter of the contract.]</p> <p>Example: The processing is needed in order to ensure that the Supplier can effectively deliver the contract to provide a service to members of the public.]</p>
Duration of the processing	[DN: Clearly set out the duration of the processing including dates]
Nature and purposes of the processing	<p>[DN: Please be as specific as possible, but make sure that you cover all intended purposes.]</p> <p>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.</p>

	<p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</p>
Type of Personal Data being Processed	<p>[DN: What types of personal data are involved? Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]</p>
Type of special category data and/or criminal records data being Processed	<p>[DN: This could include details of: (i) racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade-union membership, and the processing of genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation, and/or (ii) personal data relating to criminal convictions and offences.]</p>
Categories of Data Subject	<p>[DN: Whose personal data is being processed? Examples include: Staff (including volunteers, agents, and temporary workers), customers/clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]</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>[DN: Describe how long the data will be retained for and how it be returned or destroyed.]</p>

ATTACHMENT 3

TEMPLATE SECURITY AND CYBER POLICY

[insert Supplier's template cyber security policy as required under Clause 2.1, Schedule 9 of the Call-off Terms]

[DN: This must be provided if the Supplemental Security Requirements, at Schedule 9 of the Call-off Terms, apply. If not, state 'Not Applicable'.]

DRAFT

[Insert official header here]

ATTACHMENT 4
CALL OFF TERMS AND CONDITIONS

[Insert Call-off Terms and Conditions here – these are the terms and conditions that form Appendix A of the Framework Agreement]

DRAFT

[Insert official header here]

ATTACHMENT 5

RENTAL AGREEMENT OR PURCHASE PLAN AGREEMENT

[Insert completed Rental Agreement or Purchase Plan Agreement (as applicable) here – see Schedule 8 of the Call-off Terms for details and templates.]

[DN: If Goods are supplied on a rental/lease basis, or on a purchase plan basis, an agreement containing supplemental terms must be completed by the Customer and Supplier based upon the relevant template set out at Schedule 8A or 8B of the Call-off Terms and Conditions.]

[DN: If Goods are not supplied on a rental/lease basis, or on a purchase plan basis, state 'Not Applicable'.]

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