

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

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Order Form

CALL-OFF REFERENCE: **C404668 – (Interim DevOps Partner)**

THE BUYER: **UK Health Security Agency**

BUYER ADDRESS **10 South Colonnade Canary Wharf London E14 4PU**

THE SUPPLIER: **Burendo LTD**

SUPPLIER ADDRESS: **10 Wellington Place, Leeds, West Yorkshire, England, LS1 4AP**

REGISTRATION NUMBER: **11185546**

DUNS NUMBER: **[REDACTED]**

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 28th of November 2025.

It is issued under the Framework Contract with the reference number RM6345 for the provision of Digital Capability for Health Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work, which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)). Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier’s Call-Off Contract.

CALL-OFF LOT(S):

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Lot 1: Digital Capability for Health 2

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CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form, including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6345
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6345
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for **C401341**
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6345
7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

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CALL-OFF SPECIAL TERMS

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

The Core Terms (version 3.0.11) shall be amended by deleting existing Clauses and inserting new Clauses as follows:

Special Term 1:

Clause 10.2.2 (Ending the Contract without a reason) shall be deleted and replaced with:

“10.2.2 The Buyer has the right to terminate the Call-Off Contract or any Statement of Work at any time without reason by giving the Supplier not less than:

- (a) 30 days for a Statement of Work; or*
- (b) 90 days for the Call-Off Contract,*

written notice and if it is terminated, Clause 10.6 shall apply. Without prejudice to Clause 10.2.3, the Buyer shall have no liability in respect of any costs incurred by the Supplier arising from such termination.”

Special Term 2

A new Clause 10.2.3 shall be inserted as follows:

“10.2.3 The Parties acknowledge and agree that the:

(a) Buyer’s right to terminate under Clause 10.2.2 is reasonable in view of the subject matter of the Call-Off Contract and the nature of the Deliverables being provided.

(b) Call-Off Contract charges paid during the notice period given by the Buyer in accordance with Clause 10.2.2 are a reasonable form of compensation and are deemed to fully cover any avoidable costs or losses incurred by the Supplier which may arise (directly or indirectly) as a result of the Buyer exercising the right to terminate under Clause 10.2.2.”

Special Term 3

Clauses 10.6.1 (What happens if the Contract ends), (a) and (e) shall be deleted and replaced with:

“10.6.1 Where the Party terminates a Contract or, where applicable, terminates any Statement of Work, under Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

(a) the Buyer’s payment obligations under the terminated Contract or terminated Statement of Work stop immediately.

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(e) the Supplier must promptly return any of the CCS or the Buyer's property (including Government Data) provided under the terminated Contract or terminated Statement of Work."

Special Term 4

The Call-Off Schedule 9 (Security) is supplemented as follows:

Part B: Long Form Security Requirements shall apply to this Call-Off Contract and the Statement of Work.

Before the execution of each Statement of Work under this Call-Off Contract, when requested by the Buyer, the Supplier will provide all required assistance to the Buyer to enable the Buyer to undertake the relevant internal risk assessments, governance and/or approvals relating to the use of any off-shore resources (where applicable) for the performance of the requirements set out in such Statement of Work.

The Buyer's decision on whether or not the Supplier can off-shore any of the resources required by the specific Statement of Work shall not be considered a Variation to the Call-Off Contract for the purpose of Clause 24 of the Core Terms. The Supplier shall comply with any conditions and requirements of the Buyer relating to such off-shore resources."

CALL-OFF START DATE: **28/11/2025**

CALL-OFF EXPIRY DATE: **31/03/2026**

CALL-OFF INITIAL PERIOD: **5 Months**

CALL_OFF OPTIONAL EXTENSION PERIOD(S): **12 Months (Time Only Extension)**

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

WARRANTY PERIOD

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least 90 days against all obvious defects, and in relation to the warranties detailed in Paragraphs 4 (licensed Software warranty) and 9.6.2 (Specially Written Software and New IPRs) of Call-Off Schedule 6 (IPRs and Additional Terms on Digital Deliverables).

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BUYER'S STANDARDS

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

*UKHSA Strategy and Guidance documents as provided by the buyer

CYBER ESSENTIALS SCHEME

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£9,225,000.00 (ex VAT)**.

CALL-OFF CHARGES

- 1. Capped Time and Materials (CTM)**
- 2. Fixed Price**
- 3. A combination of the above Charging methods**

See details in Call-Off Schedule 5 (Pricing Details)

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

Charges shall be invoiced monthly in arrears. Payment of a valid and undisputed invoices shall be made within 30 days of receipt of the relevant invoice by BACs or alternative payment method as agreed between the Buyer and the Supplier.

Submitted invoices must be accompanied by supporting information including:

- completed timesheets for amounts set out in the relevant invoice where the Charging method is Time and Materials or Capped Time and Materials; and
- such other information as the Buyer (acting reasonably) may require in order to verify the invoiced amounts.

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BUYER'S INVOICE ADDRESS:

Accounts Payable;
UK Health Security Agency,
Manor Farm Road,
Porton Down,
Salisbury,
SP4 0JG
UKHSA VAT No: GB888851648

BUYER'S AUTHORISED REPRESENTATIVE

[Redacted]

BUYER'S ENVIRONMENTAL POLICY

Appended as Attachment 6 in Bid Pack

BUYER'S SECURITY POLICY

Appended at Call-Off Schedule 9 (Security)

Part B: Long Form Security Requirements shall apply to this Call-Off Contract and the Statement of Work.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[Redacted]

SUPPLIER'S CONTRACT MANAGER

[Redacted]

PROGRESS REPORT FREQUENCY

On the fifth (5th) Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Quarterly on the fifth (5th) Working Day of each quarter

KEY STAFF

N/A

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KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

Supplier’s Commercially Sensitive Information: Charges/pricing and performance metrics

including but not limited to Performance Reports

MATERIAL KPIS

The following Material KPIS shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels)

The following KPIS will apply at the contract level. The supplier reserves the right to introduce additional KPIS at the Statement of Work (SoW) level, if deemed necessary.

Material KPIS	Target	Measured by
Delivery	Performance against agreed outcomes stated in SoWs (to time and budget)	RAG Rating – Red - Consistent failure to meet multiple delivery objectives Amber - Some slippage with deliverables Green - Deliverables always being met
Value Add	Subjective	RAG Rating – Red - No value add evident Amber - Occasional value add Green - Team are constantly delivering unscheduled value above and beyond stated aims of the contract
Financial	Performance to pay, and performance against SoW budgets, accuracy of forecast.	RAG Rating – Red - Payment outside contract milestones for >10% SOWs and/or forecasted or un-forecasted overspend Amber - Payment outside contract

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		<p>milestones for <10% SOW's and/or high forecast variances, but still within budget</p> <p>Green - Payment within contract milestones, always on or under budget, forecast +/- 10% on all SoWs</p>
Social Value	Suppliers Social Value Plan as evidenced in tender submission.	<p>RAG Rating –</p> <p>Red – Limited or No Support to Social Value Plan</p> <p>Amber – Moderate Evidence of commitment to Social Value Plan</p> <p>Green – Demonstrated commitment to Social Value Plan</p>

SERVICE CREDITS

Service Credits will be included where applicable and agreed at Statement of Work level.

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in the Material Key Performance Indicators above.

STATEMENT OF WORKS

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

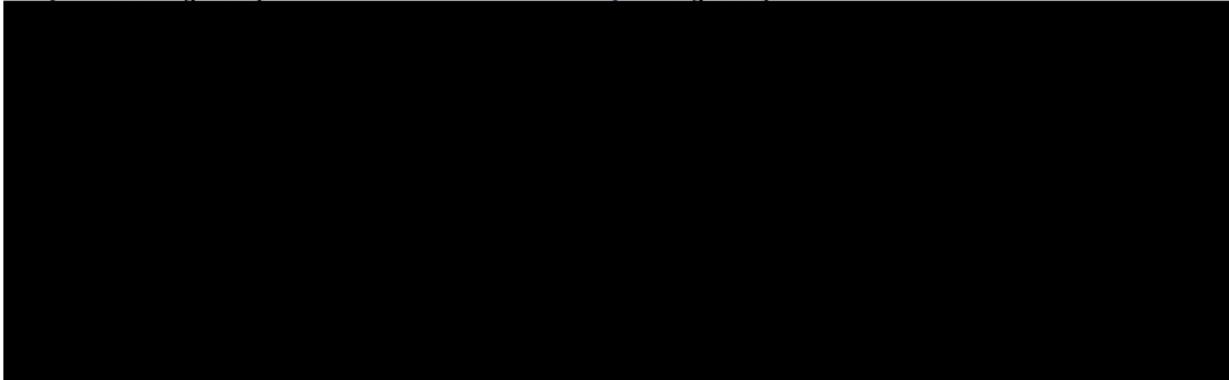
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For and on behalf of the Supplier:	For and on behalf of the Buyer:
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DocuSigned by:

Signed by:



Appendix 1

The following five (5) Statements of Work shall form part of this Call-Off Contract. Any additional Statements of Work may be called off under this Call-Off Contract up to a maximum aggregate value of £9,225,000. Each additional Statement of Work shall be agreed in writing and signed by both Parties prior to commencement.

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The five (5) Statements of Work incorporated into this Call-Off Contract are as listed as follows, and shown below:

- UKHSA.Interim.SOW001.DataDashboardNonPublic
- UKHSA.Interim.SOW002.DataDashboard.Expansion
- UKHSA.Interim.SOW003.HPCServiceWrap
- UKHSA.Interim.SOW006.AppRemediation
- UKHSA.Interim.SOW023.CRMStrategy

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