



**Crown  
Commercial  
Service**

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**Call Off Order Form for Management Consultancy  
Services**

**Test And Trace Manufacturing and Programme  
Scale-Up Advisory**

**To**

**Department of Health and Social Care**

**From**

**PA Consulting Services Limited**

**Contract Reference CCCC20B88**

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## **FRAMEWORK SCHEDULE 4**

### **CALL OFF ORDER FORM**

#### **PART 1 – CALL OFF ORDER FORM**

##### **SECTION A**

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Management Consultancy Services dated 04 September 2018.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Template Call Off Order Form and the Call Off Terms.

Order Number	To be confirmed post contract award
From	Department of Health and Social Care ("CUSTOMER")
To	PA Consulting Services Limited ("SUPPLIER")
Date	7 December 2020 ("DATE")

##### **SECTION B**

#### **1. CALL OFF CONTRACT PERIOD**

1.1.	<b>Commencement Date:</b> The Contract is deemed to have commenced on 1 November 2020
1.2.	<b>Expiry Date:</b>  End date of Initial Period: 31 January 2021  End date of Extension Period: 30 April 2021  Minimum written notice to Supplier in respect of extension: 1 month

#### **2. SERVICES**

2.1	<b>Services required:</b>  1. <b><u>Manufacturing:</u></b>  <b>To standardise sample collection consumables across the main diagnostic technologies used within UK Covid Testing programme.</b>
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**To enable this, we will:**

1. Ensure that the existing kit design can be scaled up.
2. Standardise consumables kit to gain lab efficiency by reducing the no of SKU variants and improving usability of consumables.
3. Ensure that the redesign is automation friendly to materially reduce the operating costs and workforce requirements of this element of the Lighthouse Lab (and other COVID test Lab).

**By doing this we will achieve the following benefits:**

1. Increase lab throughput capacity.
2. Reduce component variation.
3. Improve ease of kit use.
4. Optimise packaging materials.
5. Reduce workforce requirements, and staff turnover, in Lighthouse Lab (and other COVID test labs that adopt this technology)

**Deliverables:**

1. Due Diligence reviews of triaged diagnostic and consumables suppliers.
2. Support of technical evaluation.
3. 'Quick win' consumables and handling efficiency improvements.
4. Packaging redesign and establishing manufacturing capability in line with wider Programme needs.

**2. UK Lateral Flow:**

**Deliver 2M/day LFD tests from UK manufacturing capacity.**

**Deliverables:**

1. Full technical specifications for viable LFT(s) provided to UK manufacturers (including legal and commercial terms).
2. Key equipment and consumables focusing on long-lead time and scarce/ high-risk consumables bought.
3. Commercial contracting for initial investments and ongoing service volumes.
4. Delivery of initial additional production machines to increase capacity.
5. Complete local technical transfer, testing and validation and sign-off as ready for full-production.
6. Phased delivery of additional production cells and other related capacity expansion activities (e.g. increasing production site space).
7. Secure access to required supply chain and logistics volumes to support increased production.

**3. Automation:**

***Delivery front-end automation workflow for LAMPore and LAMP (alongside PCR) for Pathfinder Lab (LAMP) and LAMPore initiatives too.***

**Deliverables:**

1. Full programme to deliver front-end automation principally for LAMP and LAMPore scale-up

	<p>2. 'Large-scale' automation (LAMP and LAMPore lab-based) and 'Mid-scale' automation (mini-lab and mobile lab).</p> <p>3. Requirements, Design, and Build of automation equipment as required</p> <p><b>4. <u>Operational Embeds:</u></b></p> <p><b>Hands-on support of Operational Tech teams (esp. LAMP, LAMPore, Lateral Flow).</b></p> <p><b>Deliverables:</b></p> <ol style="list-style-type: none"> <li>1. Programme and Technical expertise (across diagnostic, manufacturing, and process automation) embedded within Technical Delivery teams esp. LAMP, LAMPore and Lateral Flow.</li> <li>2. Deliver guidance and technical specialist recommendations based on specific needs of ongoing programmes.</li> </ol> <p><b>5. <u>Innova Self-Admin IFU (4-6 weeks):</u></b></p> <p><b>Deliver IFU (approved) for self-administered LFT based on Innova product.</b></p> <p><b>Deliverables:</b></p> <ol style="list-style-type: none"> <li>1. Programme Leadership and regulatory and delivery experts to deliver revised and approved IFU for self-administered antigen LFD.</li> </ol> <p><b>Exit Strategy</b></p> <p>PA's technical experts will support manufacturers and suppliers in ensuring they have the capacity to scale-up production. PA will also support the technology workstreams and provide technical knowledge and structure to delivery of overall programme goals.</p> <p>The skills and range of technical experts within the engineering and scientific fields are scarce in the Public sector and therefore these roles cannot be filled with civil servants in the short term.</p> <p>We will be ensuring an efficient wind down of the team where appropriate and if specialist skills become available in the civil service, we will be handing over where possible. This will include the appropriate handover meetings and documents.</p> <p>An extension is likely for this for the co-ordination scale up team although the Programme will utilise PA specialist resources only for as long as strictly necessary and will revert to Finance as necessary.</p> <p>Should there be a longer-term requirement for this PA will work with the Business to provide a full handover and undertake a full transfer of knowledge to Civil Servants.</p>
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### 3. PROJECT PLAN

<b>3.1.</b>	<p><b>Project Plan:</b></p> <p>Weekly Commercial Reports directly to Alex Cooper who will monitor performance.</p>
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This Report will measure the team against key milestones in the stream plans these include:

#### **Manufacturing:**

<i>First Standardised products made</i>	<i>28 Dec 2020</i>
<i>Start of significant standardised volumes</i>	<i>19 Apr 2021</i>
<i>First automation friendly packs made</i>	<i>08 Feb 2021</i>

#### **Lateral Flow**

<i>Detailed scale-up and production plans completed for each selected UK manufacturer</i>	<i>30 Nov 2020</i>
<i>Complete ordering of priority production equipment for 2m completed tests per day completed</i>	<i>30 Nov 2020</i>
<i>Pre-scale up production testing with selected UK manufacturers completed</i>	<i>31 Jan 2021</i>

#### **Operations Embeds**

These are plans that PA bring their specialist skills to contribute to as resources are embedded into the wider programmes team – A report will be completed to detail contribution and progress, and will be led by the relevant Operational team into which the PA specialists have been embedded (for example, Lateral Flow Operational team).

#### **Automation**

The Automation plan is still forming—as it becomes clear what the key milestones are these will be reported against on a weekly basis. The milestone detailed below is the milestone in the Oxford Nanopore plan that PA has responsibility for.

#### **Reporting**

<i>Reporting Milestones in place</i>	<i>04 Dec 2021</i>
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## **4. CONTRACT PERFORMANCE**

<b>4.1.</b>	<b>Standards:</b> In Clause 11 of the Call Off Terms
<b>4.2</b>	<b>Service Levels/Service Credits:</b> Not applied
<b>4.3</b>	<b>Critical Service Level Failure:</b> Not applied
<b>4.4</b>	<b>Performance Monitoring:</b> Not applied
<b>4.5</b>	<b>Period for providing Rectification Plan:</b> In Clause 39.2.1(a) of the Call Off Terms

## 5. PERSONNEL

<b>5.1</b>	<b>Key Personnel:</b> <u>Customer</u> Redacted <u>Supplier</u> Redacted
<b>5.2</b>	<b>Relevant Convictions</b> (Clause 28.2 of the Call Off Terms): In Clause 28.2 of the Call Off Terms

## 6. PAYMENT

6.1	<b>Call Off Contract Charges</b> (including any applicable discount(s), but excluding VAT): Redacted
6.2	<b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)
6.3	<b>Reimbursable Expenses:</b> Not permitted
6.4	<b>Customer billing address</b> (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Redacted
6.5	<b>Call Off Contract Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): For the full term of the contract including any extension options
6.6	<b>Supplier periodic assessment of Call Off Contract Charges</b> (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Not Permitted
6.7	<b>Supplier request for increase in the Call Off Contract Charges</b> (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not Permitted

## 7. LIABILITY AND INSURANCE

7.1	<b>Estimated Year 1 Call Off Contract Charges:</b> The sum of £ 6,165,950.00 Exc. VAT
7.2	<b>Supplier's limitation of Liability</b> (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms
7.3	<b>Insurance</b> (Clause 38.3 of the Call Off Terms): In Clause 38.3 of the Call Off Terms

## 8. TERMINATION AND EXIT

8.1	<b>Termination on material Default</b> (Clause 42.2 of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
8.2	<b>Termination without cause notice period</b> (Clause 42.7 of the Call Off Terms): In Clause 42.7 of the Call Off Terms

	The period of thirty (30) Working Days in Clause 42.7 shall be amended to five (5) Working Days.
<b>8.3</b>	<b>Undisputed Sums Limit:</b>  In Clause 43.1.1 of the Call Off Terms
<b>8.4</b>	<b>Exit Management:</b>  Not applied

## 9. SUPPLIER INFORMATION

<b>9.1</b>	<b>Supplier's inspection of Sites, Customer Property and Customer Assets:</b>  Not Applied
<b>9.2</b>	<b>Commercially Sensitive Information:</b>  Not Applied

## 10. OTHER CALL OFF REQUIREMENTS

<b>10.1</b>	<b>Recitals</b> (in preamble to the Call Off Terms):  Recital A
<b>10.2</b>	<b>Call Off Guarantee (Clause 4 of the Call Off Terms):</b>  Not required
<b>10.3</b>	<b>Security:</b>  Short form security requirement shall apply.  All Supplier personnel will be required to have BPSS security clearance prior to commencing any work under this Contract.
<b>10.4</b>	<b>ICT Policy:</b>  Not applied
<b>10.6</b>	<b>Business Continuity &amp; Disaster Recovery:</b>  Not applied  <b>Disaster Period:</b> For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be N/A
<b>10.7</b>	<b>NOT USED</b>
<b>10.8</b>	<b>Protection of Customer Data</b> (Clause 35.2.3 of the Call Off Terms):  In Clause 35.2.3 of the Call Off Terms
<b>10.9</b>	<b>Notices</b> (Clause 56.6 of the Call Off Terms):  Customer's postal address Redacted  Supplier's postal address and email address: Redacted



<b>10.10</b>	<b>Transparency Reports</b> In Call Off Schedule 13 (Transparency Reports)														
<b>10.11</b>	<b>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</b> Not Applied														
<b>10.12</b>	<b>Call Off Tender:</b> The Supplier agrees that the deliverables will be as outlined in Section 2.1 of the Order Form – Statement of Requirements														
<b>10.13</b>	<b>Publicity and Branding (Clause 36.3.2 of the Call Off Terms)</b> In Clause 36.3.2 of the Call Off Terms														
<b>10.14</b>	<b>Staff Transfer</b> Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).														
<b>10.15</b>	<p><b>Processing Data</b></p> <p>The contact details of the Customers Data Protection Officer are:</p> <p>To be completed post contract award</p> <p>The contact details of the Suppliers Data Protection Officer are:</p> <p>To be completed post contract award</p> <table border="1"> <tr> <td><b>Contract Reference:</b></td><td>CCCC20B88</td></tr> <tr> <td><b>Date:</b></td><td>7 December 2020</td></tr> <tr> <td><b>Description Of Authorised Processing</b></td><td><b>Details</b></td></tr> <tr> <td>Identity of the Controller and Processor</td><td>The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer shall be the Data Controller and the Supplier shall be the Data Processor.</td></tr> <tr> <td>Use of Personal Data</td><td>Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,</td></tr> <tr> <td>Duration of the processing</td><td>For the duration of the Framework Contract plus 7 years.</td></tr> <tr> <td>Type of Personal Data</td><td>Full name Workplace address Workplace Phone Number Workplace email address Names Job Title Compensation</td></tr> </table>	<b>Contract Reference:</b>	CCCC20B88	<b>Date:</b>	7 December 2020	<b>Description Of Authorised Processing</b>	<b>Details</b>	Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Customer shall be the Data Controller and the Supplier shall be the Data Processor.	Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,	Duration of the processing	For the duration of the Framework Contract plus 7 years.	Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Names Job Title Compensation
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		<p>Tenure Information Qualifications or Certifications</p> <p>Nationality</p> <p>Education &amp; training history</p> <p>Previous work history</p> <p>Personal Interests</p> <p>References and referee details</p> <p>Driving license details</p> <p>National insurance number</p> <p>Bank statements</p> <p>Utility bills</p> <p>Job title or role</p> <p>Job application details</p> <p>Start date</p> <p>End date &amp; reason for termination</p> <p>Contract type</p> <p>Compensation data</p> <p>Photographic Facial Image</p> <p>Biometric data</p> <p>Birth certificates</p> <p>IP Address</p> <p>Details of physical and psychological health or medical condition</p> <p>Next of kin &amp; emergency contact details</p> <p>Record of absence, time tracking &amp; annual leave</p>
	Categories of Data Subject	<p>Current personnel</p> <p>Contractors/Consultants</p> <p>Customers</p> <p>Public officers</p> <p>Suppliers</p> <p>Website end users</p>
10.16	<p><b>MOD DEFCONs and DEFFORM</b></p> <p>Call Off Schedule 15</p> <p>Not Applied</p>	

## FORMATION OF CALL OFF CONTRACT

**BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM** (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

### For and on behalf of the Supplier:

Name and Title	Redacted
Signature	Redacted
Date	10 <sup>th</sup> December 2020

### For and on behalf of the Customer:

Name and Title	Redacted
Signature	Redacted
Date	11 <sup>th</sup> December 2020