



Crown
Commercial
Service

Provision of Consultancy Services
To
Department of Health and Social Care

From

Ernst & Young LLP

Contract Reference: DHSC TT WP1245

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4
PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement (RM6008) for the provision of Lot 1 Business 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.

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|--------------|--|
| Order Number | To be confirmed, following Contract Award |
| From | Secretary of State for Health and Social Care acting as part of the Crown through the Department of Health & Social Care of 39 Victoria Street, London, SW1H 0EU ("CUSTOMER") [REDACTED] |
| To | Ernst & Young LLP 1 More London Place, London, SE1 2AF Company number: 04757301 ("SUPPLIER") [REDACTED] |
| Date | 06 April 2021 ("DATE") |

SECTION B

1. CALL OFF CONTRACT PERIOD

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| 1.1. | Call Off Commencement Date: 01 April 2021 |
| 1.2. | Call Off Expiry Date: End date of Call Off Initial Period: 30 September 2021 End date of Call Off Extension Period: N/A Minimum written notice to Supplier in respect of extension: 1 Week |

2. SERVICES

2.1.

Services required:

Part A: Consultancy services:

Programmes

- Reporting – manage JBC reporting requirements, including weekly reporting to NHS T&T Service, JBC DG, COO and SLT and responding to further ad-hoc reporting requirements

Stripy Team Support

- Support Project leads with day to day management of stripy team including planning, removal of blockers/dependencies and escalations
- Responsible for driving the prioritised stripy initiatives through to completion as directed by the Senior Prioritisation Panel and Project Leads assigned by the Customer
- Advise and support continuous improvement of agile ways of working with delivery teams

Business and Service Design

- Provide business and service design support to design and improve business capability including underpinning processes where appropriate
- Provide user research and business and service design support for the thematic and Directorate teams, aligned to priorities agreed through the sprint and design governance process
- Provide business and service design analysis and support to develop JBC's proposition within UKHSA and support transition
- Support design coherence by being the coordination point for design
- Provide design-specific onboarding and handover for new joiners to the design team

Change Management and Communications

Supporting implementation of current JBC capability (Business Design):

- Impact Assessments (with workshops where required), Business Readiness assessment; Stakeholder and Communications plan and training guidance related to the business / service and product releases as required
- Integrated change/implementation plans for key user groups internal and external to JBC

Building future JBC capability (Service Design):

- Change templates (Start-up change toolkit); Approach to Change, and start up structure for ongoing change capability

Communications

- Updated Internal comms plan and approach for JBC, run internal comms channels, Stakeholder management plan and stakeholder mailbox, aligned to Comms Team stakeholder plan
- Weekly newsletters and event materials

Data and Data Science

- Provide Data Governance Advisory Services
- Develop Data Science models (as directed)
- Develop Data Science model and associated documentation in as part of the multi-disciplinary teams in line with JBC initiatives as set by the SPP

Provision of staff augmentation services comprising of the Supplier providing Supplier Staff in support of the Buyer's Joint Biosecurity Centre. The Supplier Staff shall support the Buyer with the following activities for each role below.

Data Scientist roles shall support this activity:

- Develop analytical approaches in support of JBC mission

Data Engineer roles shall support this activity:

- Data engineering and data processing

Data Governance Adviser shall support this activity:

- Provide Data Governance and Data Privacy advisory services as directed by the JBC Head of Data Governance

Part B: Legal services

Legal: provision of staff augmentation services comprising of:

- Legal services and policy advice in a number of areas in support of JBC's mandate

The Services are regulated by the SRA. A copy of the SRA Standards and Regulations containing the professional rules applicable to the Services can be found at the following link: <https://www.sra.org.uk/solicitors/standards-regulations/>.

The terms of the Call-Off shall not affect your legal entitlements to assert client confidentiality and legal professional privilege (where applicable) in respect of any [reference to EY Law services only] work we carry out for you within the scope of this Call-Off.

Nothing in the Call-Off shall permit or require us to act in a manner that is incompatible with our professional conduct obligations under the SRA Codes of Conduct. We may decide to stop acting for you with good reason and shall provide reasonable notice. We may terminate Work Order or any particular Services immediately upon written notice to you if we reasonably determine that we can no longer provide the Services in accordance with applicable law or professional obligations.

For these services if at any time you would like to discuss with us how our service to you could be improved, or if you are dissatisfied with the service you are receiving, you may take the issue up with your usual partner or director contact. You have the right to challenge or complain about the amount invoiced. If you have complaint relating to Services regulated by the SRA, a copy of our Complaints Handling Procedure for Legal Services is available upon request. We have eight weeks to consider your complaint. If we have not resolved your complaint within this time, you may complain to the Legal Ombudsman; details of how to make a complaint can be found on the Legal Ombudsman website (<http://www.legalombudsman.org.uk/>), or by writing to the following address: Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ. Normally you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of occurrence of the act or omission about which you are complaining (or, if outside of this period, within three years of when you should reasonably have been aware of it).

Assumptions and dependencies (relevant to Part A & B):

The Customer is responsible for providing reasonable assistance to the Supplier to provide access to data, systems, and tooling necessary in the performance of the Contract.

Customer is responsible for the accuracy and completeness of the data supplied to the Supplier's resources and that any such data provided to Supplier's resources doesn't infringe

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| | <p>any copyright or other third-party rights. Supplier resources will rely on the data made available to the Customer. Supplier resources will have no responsibility to evaluate or verify the accuracy of such data or information, unless expressly agreed otherwise. Customer is also responsible for defining and carrying out the quality assurance processes on the output of the tasks and services provided by the Supplier's resources. Such quality assurance processes will be sufficient to provide confidence on the quality of the output (e.g. analysis, algorithm, report etc) produced and contributed by the Supplier resources.</p> <p><u>Limitations to the scope relevant to (Part A & B):</u></p> <ul style="list-style-type: none"> • Supplier will not be responsible for direct line management of the performance and deliverables of Civil Servants or third-party suppliers and contractors; • Supplier will not be responsible for the accuracy or completeness of data provided by the Customer. This will remain the responsibility of Customer. Supplier will not source, clarify, confirm or validate any data provided by DHSC. |
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3. PROJECT PLAN

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| 3.1. | <p>Project Plan:</p> <p>The Supplier shall provide the Customer with a draft Project Plan for Approval within 30 Working Days from the Call Off Commencement Date. This Call-Off Contract will include the following Project Plan, exit and offboarding plans and milestones and will include as a minimum:</p> <ul style="list-style-type: none"> •the provisions of Transparency Reports; •the provision of a knowledge transfer plan |
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4. CONTRACT PERFORMANCE

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| 4.1. | Standards: As defined in the Call Off Terms |
| 4.2 | Service Levels/Service Credits: Not applied |
| 4.3 | Critical Service Level Failure: |

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| | Not applied |
| 4.4 | Performance Monitoring: The Supplier shall provide weekly timesheet reports in a format to be determined by the Customer showing time spent by each member of Supplier Personnel against agreed budgets |
| 4.5 | Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms |

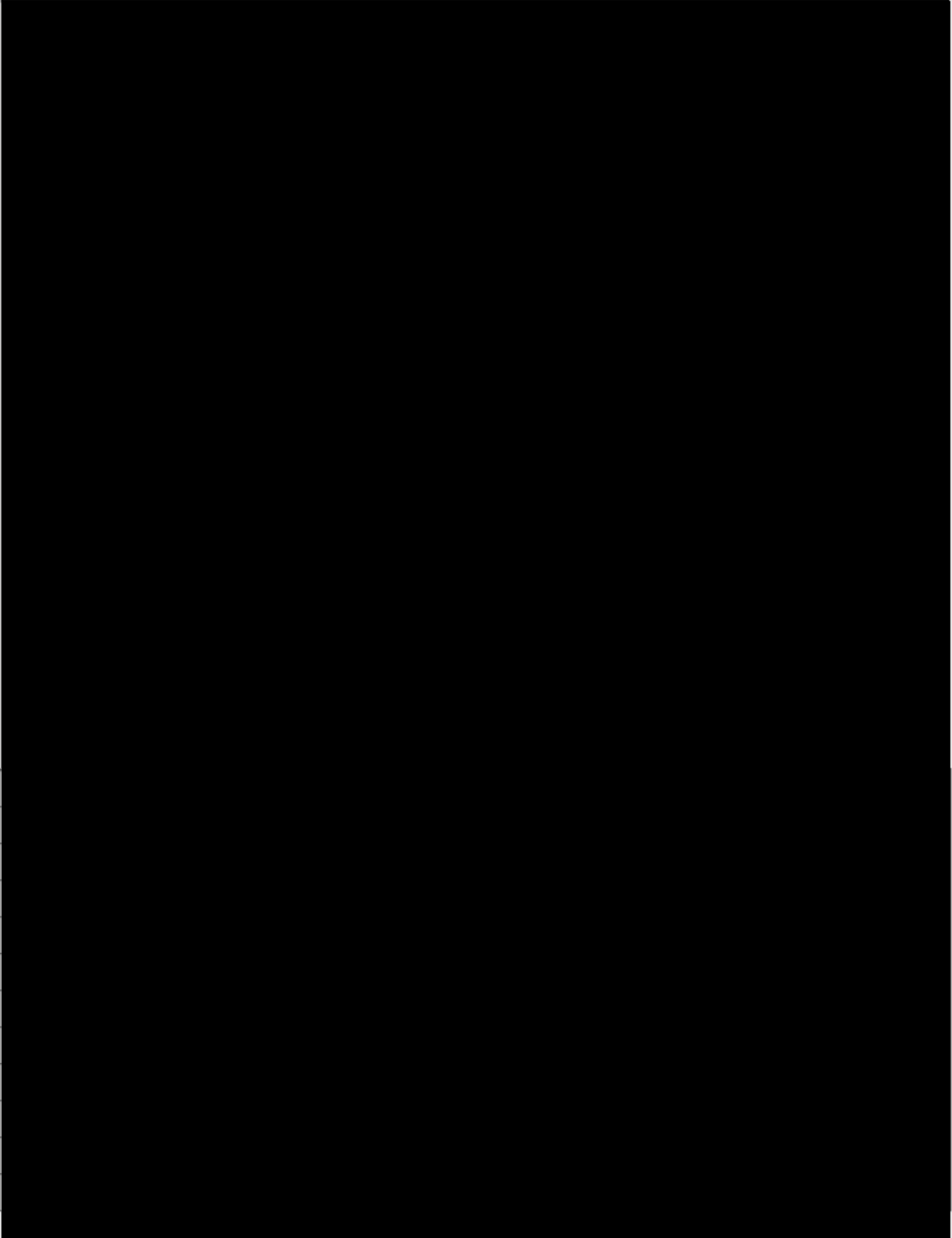
5. PERSONNEL

| | |
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| 5.1 | Key Personnel: [REDACTED] [REDACTED] |
| 5.2 | Relevant Convictions (Clause 28.2 of the Call Off Terms): Applied as per clause 28.2. The Supplier shall ensure that the checks specified in HMG Baseline Personnel Security Standard have been carried out in respect of any of Supplier Personnel assigned to access the Customer Premises, Customer Property, Customer Data or any other property or information belonging to the Customer, and that the results of those checks were satisfactory. The Supplier shall document full and accurate records of HMG Baseline Personnel Security Standard checks. This sub-clause 28.2 shall apply if the Customer has specified Relevant Convictions in the Call Off Order Form. The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without Approval. Notwithstanding Clause 28.2.2, for each member of Supplier Personnel who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Customer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-Contractor shall): <ul style="list-style-type: none"> • carry out a check with the records held by the Department for Education (DfE); • conduct thorough questioning regarding any Relevant Convictions; and • ensure a police check is completed and such other checks as may be carried out through the Disclosure and Barring Service (DBS), and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or an inappropriate record. |

6. PAYMENT

6.1 Call Off Contract Charges (including any applicable discount(s), but excluding VAT):

Table of grades & rates:



| | | | |
|--------------|--|------------|-------------------|
| Total | | [REDACTED] | £3,019,800 |
| [REDACTED] | | [REDACTED] | [REDACTED] |

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| 6.2 | <p>Payment terms/profile</p> <p>Monthly in arrears by BACS</p> <p>In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)</p> <p>Submitted invoices must be accompanied by supporting information including:</p> <ul style="list-style-type: none"> • completed timesheets for amounts set out in the relevant invoice; and • such other information as the Customer (acting reasonably) may require in order to verify the invoiced amounts. <p>The Supplier shall have processes and systems in place to ensure costs and pricing are managed appropriately during the Call Off Contract. The Supplier shall ensure that an effective mix of grades of the project team are assigned and managed during the Call Off Contract to ensure best value for money for the Customer.</p> <p>Invoice payments will be approved upon satisfactory delivery of the agreed Key Performance Indicator targets set out in Annex 1 to this Call Off Order Form.</p> |
| 6.3 | <p>Reimbursable Expenses:</p> <p>Not permitted</p> |
| 6.4 | <p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>tandt.sbs@nhs.net</p> <p>Payment and Invoicing</p> <p>39 Victoria Street</p> <p>Westminster</p> <p>London</p> <p>SW1H 0EU</p> |
| 6.5 | <p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The duration of the Call Off Contract</p> |
| 6.6 | <p>Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:</p> <p>1 January and 1 July each year</p> |
| 6.7 | <p>Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p> |

7. LIABILITY AND INSURANCE

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| 7.1 | <p>Estimated Year 1 Call Off Contract Charges:</p> <p>The sum of £ 3,019,800</p> |
| 7.2 | <p>Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);</p> <p>As set out in Clause 37.2.1 of the Call Off Terms</p> |

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| 7.3 | Insurance (Clause 38.3 of the Call Off Terms): Professional Indemnity – £5M per claim and in the aggregate per annum Employers' liability – as required by law Third Party Public and Products Liability Insurance – £5M per occurrence and in the aggregate per annum |
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8. TERMINATION AND EXIT

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| 8.1 | Termination on material Default (Clause 42.2 of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms |
| 8.2 | Termination without cause notice period (Clause 42.7 of the Call Off Terms): The period of thirty (30) Working Days in Clause 42.7 shall be amended to ten (10) Working Days |
| 8.3 | Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms |
| 8.4 | Exit Management: In Call Off Schedule 9 (Exit Management), which shall be amended as follows: The following new paragraph 13 will be added: 13.1 The Supplier will produce and submit to the Customer a knowledge transfer plan within 20 Working Days of the Call Off Commencement Date (or such other period as may be agreed by the Parties in writing). The draft knowledge transfer plan shall set out as a minimum: <ul style="list-style-type: none"> • the Supplier's proposed methodology for achieving the transfer of all relevant knowledge to the Customer and/or Replacement Supplier which might be necessary to ensure a rapid, orderly, non- disruptive transition of the Services from the Supplier to the Customer and/or its Replacement Supplier on the expiry or termination of this Call Off Contract; • a project plan for effective knowledge transfer, including Milestones and Deliverables; • identification of all critical processes and information that will be documented and provided to the Customer and/or Replacement Supplier and the timescales for documentation and provision; • the proposed format of documentation and/ or training that will be provided by the Supplier as part of knowledge transfer and the proposed dates for provision; and • definitions of an agreed acceptable standard and sign-off process (including roles and responsibilities from Supplier and Customer teams) 13.2 The Parties shall use reasonable endeavours to agree the contents of the knowledge transfer plan. If the Parties are unable to agree the contents of the Exit Plan within 10 Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure. 13.3 Upon termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Call Off Schedule 9), the Supplier shall, at its own cost and expense: |






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| | <p>13.3.1 comply with all of its obligations contained in the knowledge transfer plan and shall make the Supplier Personnel and the information available for the purposes of knowledge transfer to the Customer and/or the Replacement Supplier.</p> <p>13.3.2 provide no less than [40 hours] of dedicated resource time from Supplier Personnel who were actively engaged in the provision of the Services to carry out the knowledge transfer activities set out in the knowledge transfer plan. This cost will be absorbed by the supplier at the time of contract expiry.</p> |
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9. SUPPLIER INFORMATION

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| 9.1 | <p>Supplier's inspection of Sites, Customer Property and Customer Assets:</p> <p>Not applicable</p> |
| 9.2 | <p>Commercially Sensitive Information:</p> <p>1. Supplier day rates will not be shared with any other organisation without the approval of the supplier's Contract Lead.</p> <p>2. Any personally identifiable information</p> |

10. OTHER CALL OFF REQUIREMENTS

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| 10.1 | <p>Recitals (in preamble to the Call Off Terms):</p> <p>Recital A</p> |
| 10.2 | <p>Call Off Guarantee (Clause 4 of the Call Off Terms):</p> <p>Not required</p> |
| 10.3 | <p>Security:</p> <p>Shortform – Paragraphs 1-5 of Call Off Schedule 7</p> |
| 10.4 | <p>ICT Policy:</p> <p>As per Department for Health and Social Care standard policy</p> |
| 10.6 | <p>Business Continuity & Disaster Recovery:</p> <p>In Call Off Schedule 8 (Business Continuity and Disaster Recovery)</p> <p>Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be 5 Working Days.</p> |
| 10.7 | <p>NOT USED</p> |
| 10.8 | <p>Protection of Customer Data (Clause 35.2.3 of the Call Off Terms):</p> |
| 10.9 | <p>Notices (Clause 56.6 of the Call Off Terms):</p> <p>Customer's postal address and email address:</p> |

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| | <p>Department of Health and Social Care, 39 Victoria Street, Westminster, London, SW1H 0EU</p> <p>Supplier's postal address and email address: Ernst and Young LLP 1 More London Place London SE1 2AF </p> | |
| 10.10 | <p>Transparency Reports In Call Off Schedule 13 (Transparency Reports)</p> | |
| 10.11 | <p>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not Applicable</p> | |
| 10.12 | <p>Call Off Tender: In Schedule 16 (Call Off Tender)</p> | |
| 10.13 | <p>Publicity and Branding (Clause 36.3.2 of the Call Off Terms) Not applicable</p> | |
| 10.14 | <p>Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).</p> | |
| 10.15 | <p>Processing Data Call Off Schedule 17 Option A   For Supplier  </p> | |
| | Contract Reference: | DHSC TT WP1245 |
| | Date: | 05 April 2021 |
| | Description Of Authorised Processing | Details |
| | Identity of the Controller and Processor | <p>The Parties are Independent Controllers of Personal Data The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> |

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---------------------------------------|---|-----------|--|-------------------|--|------------------------|--|-------------------------|--|-------------------|--|--------------|--|--------------------|--|----------------------------------|--|-------------|--|------------------------------|--|-----------------------|--|--------------------------------|--|-------------------------|--|---------------------------|--|-----------------|--|---------------|--|-------------------|--|-------------------------|--|------------|--|-----------------------------------|--|---------------|--|-------------------|--|---------------------------|--|----------------|--|--------------------|--|
| | <ul style="list-style-type: none"> • The provision of Services • Business contact details of Supplier • Personnel for which the Supplier is the Controller, • Business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Contract) for which the Buyer is the Controller, | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Use of Personal Data | Managing the obligations under the Call Off Contract Agreement, including delivery of the Services. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Duration of the processing | For the duration of the Call Off Contract Agreement. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Nature and purposes of the processing | As necessary for the Supplier to deliver the Services, in particular by using the Personal Data specified below to contact and discuss relevant matters with employees and contractors of the Customer. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Type of Personal Data | <table border="1"> <tr><td>Full name</td><td></td></tr> <tr><td>Workplace address</td><td></td></tr> <tr><td>Workplace Phone Number</td><td></td></tr> <tr><td>Workplace email address</td><td></td></tr> <tr><td>Job title or role</td><td></td></tr> <tr><td>Compensation</td><td></td></tr> <tr><td>Tenure Information</td><td></td></tr> <tr><td>Qualifications or Certifications</td><td></td></tr> <tr><td>Nationality</td><td></td></tr> <tr><td>Education & training history</td><td></td></tr> <tr><td>Previous work history</td><td></td></tr> <tr><td>References and referee details</td><td></td></tr> <tr><td>Driving license details</td><td></td></tr> <tr><td>National insurance number</td><td></td></tr> <tr><td>Bank statements</td><td></td></tr> <tr><td>Utility bills</td><td></td></tr> <tr><td>Job title or role</td><td></td></tr> <tr><td>Job application details</td><td></td></tr> <tr><td>Start date</td><td></td></tr> <tr><td>End date & reason for termination</td><td></td></tr> <tr><td>Contract type</td><td></td></tr> <tr><td>Compensation data</td><td></td></tr> <tr><td>Photographic Facial Image</td><td></td></tr> <tr><td>Biometric data</td><td></td></tr> <tr><td>Birth certificates</td><td></td></tr> </table> | Full name | | Workplace address | | Workplace Phone Number | | Workplace email address | | Job title or role | | Compensation | | Tenure Information | | Qualifications or Certifications | | Nationality | | Education & training history | | Previous work history | | References and referee details | | Driving license details | | National insurance number | | Bank statements | | Utility bills | | Job title or role | | Job application details | | Start date | | End date & reason for termination | | Contract type | | Compensation data | | Photographic Facial Image | | Biometric data | | Birth certificates | |
| Full name | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Workplace address | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Workplace Phone Number | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Workplace email address | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Job title or role | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Compensation | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Tenure Information | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Qualifications or Certifications | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Nationality | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Education & training history | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Previous work history | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| References and referee details | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Driving license details | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| National insurance number | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bank statements | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Utility bills | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Job title or role | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Job application details | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Start date | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| End date & reason for termination | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Contract type | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Compensation data | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Photographic Facial Image | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Biometric data | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Birth certificates | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| Categories of Data Subject | Employees and contractors of the Customer. | |
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| 10.16 | MOD DEFCONs and DEFFORM Call Off Schedule 15 Not applicable | |

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 | 26 April 2021 |

For and on behalf of the Customer:

| | |
|----------------|------------|
| Name and Title | [REDACTED] |
| Signature | [REDACTED] |
| Date | 26/04/21 |

Annex 1 – Details of key performance indicators which are required to be delivered by Supplier as part of the Services listed in Section 2.1 of this Call Off Order Form

Key performance indicators

1. From the Commencement Date and during the Call Off Contract Term, the Supplier shall meet or exceed the following key performance indicators:

| No. | Subsidiary Performance Indicator Title | Definition | Formula | A | B |
|-----|--|---|--------------------|---|---|
| 1 | On Time Timesheet Submission | 99% of all timesheets detailing all billable work completed in the relevant KPI Measurement Period are completed and issued to the Customer On Time Where "On Time" means within five (5) Working Days of the end of the relevant KPI Measurement Period | $(A/B) \times 100$ | Number of completed timesheets submitted On Time in the relevant KPI Measurement Period | Total number of completed timesheets submitted in the relevant KPI Measurement Period |
| 2 | Invoice Accuracy | 99% of all invoices submitted to the Customer for payment in the relevant KPI Measurement Period are Accurate Where "Accurate" means that the amount specified in an invoice fully aligns to the supporting timesheets provided with such invoice(s). | $(A/B) \times 100$ | Number of Accurate invoices submitted in the relevant KPI Measurement Period | Total number of invoices submitted in the relevant KPI Measurement Period |

2. The Supplier shall measure performance against the key performance indicators on a monthly basis ("KPI Measurement Period"). Within 10 Working Days of the end of each month the Supplier shall provide a report to the Customer which summarises the performance by the Supplier against each of the key performance indicators ("KPI Performance Report").
3. On a weekly basis the Supplier shall, at no additional cost to the Customer, provide a project report to the Customer setting out:
- a summary of resources utilised: activities completed and cost assigned in the relevant week;
 - a rolling forecast of resources required forthcoming 14-day period to enable the Customer to approve the anticipated costs;
 - all open and closed Actions;
 - all open and closed Risks and Issues;
 - Deliverables provided in the relevant week and any Deliverables scheduled to be delivered in that week which have not been delivered and the anticipated date for delivery;
 - Milestones achieved in the relevant week and any Milestones scheduled to be achieved in that week which have not been achieved and the anticipated date for achievement;
 - any proposed changes to the Project Plan;

Any errors or omissions in the report submissions identified in a report must be corrected by the Supplier within five (5) Working Days of the error/omission being identified.

4. The Supplier shall have processes and systems in place to ensure costs and pricing are managed appropriately during the Call Off Contract Term and will ensure that an effective mix of the grades are assigned to a project team and managed during the Call Off Contract Term to deliver best value for money for the Customer.

CALL OFF SCHEDULE 2: SERVICES

ANNEX 1 – The Services

Part A: Consultancy service

Programmes

- Reporting – manage JBC reporting requirements, including weekly reporting to NHS T&T Service, JBC DG, COO and SLT and responding to further ad-hoc reporting requirements

Stripy Team Support

- Support Project leads with day to day management of stripy team including planning, removal of blockers/dependencies and escalations
- Responsible for driving the prioritised stripy initiatives through to completion as directed by the Senior Prioritisation Panel and Project Leads assigned by the Customer
- Advise and support continuous improvement of agile ways of working with delivery teams

Business and Service Design

- Provide business and service design support to design and improve business capability including underpinning processes where appropriate
- Provide user research and business and service design support for the thematic and Directorate teams, aligned to priorities agreed through the sprint and design governance process
- Provide business and service design analysis and support to develop JBC's proposition within UKHSA and support transition
- Support design coherence by being the coordination point for design
- Provide design-specific onboarding and handover for new joiners to the design team

Change Management and Communications

Supporting implementation of current JBC capability (Business Design):

- Impact Assessments (with workshops where required), Business Readiness assessment; Stakeholder and Communications plan and training guidance related to the business / service and product releases as required
- Integrated change/implementation plans for key user groups internal and external to JBC

Building future JBC capability (Service Design):

- Change templates (Start-up change toolkit); Approach to Change, and start up structure for ongoing change capability

Communications

- Updated Internal comms plan and approach for JBC, run internal comms channels, Stakeholder management plan and stakeholder mailbox, aligned to Comms Team stakeholder plan
- Weekly newsletters and event materials

Data and Data Science

- Provide Data Governance Advisory Services
- Develop Data Science models (as directed)
- Develop Data Science model and associated documentation in as part of the multi-disciplinary teams in line with JBC initiatives as set by the SPP

Provision of staff augmentation services comprising of the Supplier providing Supplier Staff in support of the Buyer's Joint Biosecurity Centre. The Supplier Staff shall support the Buyer with the following activities for each role below.

Data Scientist roles shall support this activity:

- Develop analytical approaches in support of JBC mission

Data Engineer roles shall support this activity:

- Data engineering and data processing

Data Governance Adviser shall support this activity:

- Provide Data Governance and Data Privacy advisory services as directed by the JBC Head of Data Governance

Part B: Legal services

Legal: provision of staff augmentation services comprising of:

- Legal services and policy advice in a number of areas in support of JBC's mandate