



Crown
Commercial
Service

G-Cloud 13 Call-Off Contract

Part A: Order Form

Platform service ID number	792047852109677
Call-Off Contract reference	C141365
Call-Off Contract title	UK Health Security – Employee Value Proposition
Call-Off Contract description	To establish an authentic Employee Value Proposition (EVP) that delivers on the remit of UKHSA and supports the attraction and retention of the current and future workforce.
Start date	1 st March 2023
Expiry date	28th April 2023
Call-Off Contract value	£120,000 (excluding VAT & Expenses)
Charging method	Fixed Price Contract

Purchase order number	To be provided by Health Security Agency. This will be generated post Contract signature
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This Order Form is issued under the G-Cloud 13 Framework Agreement (RM1557.13).

Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Services offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

From the Buyer	UK United Kingdom Health Security Agency, Noble House, 17 Smith Square, London, SW1P 3HX
To the Supplier	Lace Partners Limited 82 St John Street, London, EC1M 4JN United Kingdom Company number: 09308880
Together the ‘Parties’	

Principal contact details

For the Buyer:

Title: Programme Manager

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

For the Supplier:

Title: Managing Director

Name: [REDACTED]

[REDACTED]

[REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 27th Feb 2023 and is valid up until 28th April 2023 unless extended by The Buyer
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 10 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 5 days from the date of written notice for Ending without cause (as per clause 18.1).</p>

Extension period	<p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier 2 weeks written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p>https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</p>
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Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

G-Cloud Lot	<p>This Call-Off Contract is for the provision of Services Under:</p> <ul style="list-style-type: none"> • Lot 3: Cloud support
G-Cloud Services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:</p> <p>UKHSA needs to be able to attract and retain the right skills and expertise to enable you to deliver your remit, both in the immediate term as you build the organisation and in the future.</p> <p>UKHSA has asked LACE Partners to develop an Employee Value Proposition (EVP) that will help enable it to attract and retain talent as well as an employee experience across the whole employee lifecycle that delivers on the promises made in the EVP.</p> <p>The project will be split into two phases; Phase 1: Insights & Ambition and Phase 2: Blueprint & Roadmap. This statement of work outlines the approach and cost to complete Phase 1 only.</p> <p>Phase 1 will focus on:</p>

Developing an Insights storyboard: Gathering insights from across our employee base on what defines UKHSA now, what is strong, what needs to improve, and the opportunities you have to enhance the EVP and Experience. The supplier will do this through a mixed-research approach of document review, employee conversations / interviews (up to 12), focus groups (2 sessions leveraging Remesh online application to conduct live large scale events) and an Employee segment survey (Tool to be agreed).

Developing Personas: A data-driven approach will be used to develop 4-6 personas representing the diverse range of professions at UKHSA to ensure the EVP & employee experience reflects the core offer and differentiated needs of each persona group. The supplier will develop a short guide providing a description and overview of the key characteristics of each persona identified to be used in Phase 2.

Developing our Experience Ambition: Through a 1 day workshop, The supplier will use a creative approach to defining your employee experience ambition, key design principles & value levers to measure success. An ambition narrative will be developed that can be socialised with key stakeholders and gain the necessary agreements to proceed with Phase 2.

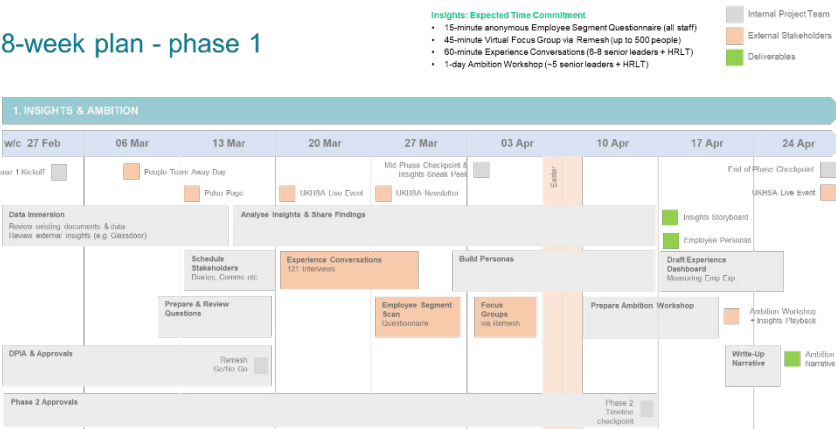
The supplier will take a collaborative approach, working alongside the business, subject matter experts (eg reward, culture, learning, communications) and employee representatives to inform a cohesive narrative.

1 PROJECT PLAN & DELIVERABLES

Commencement date: 1st March

Completion date: 28th April

The approach & outputs of phase 1 will be as follows:



	<table><tr><th>Deliverable</th><th>Description</th><th>Delivery Date</th></tr><tr><td>Insights storyboard</td><td>PowerPoint document outlining the key themes, pain points & opportunities to inform creation of the EVP and employee experience.</td><td>28th April</td></tr><tr><td>Employee Personas</td><td>PowerPoint document providing an overview of the defined personas – outlining the universal truths and key differentiators</td><td>28th April</td></tr><tr><td>Experience Ambition Narrative</td><td>PowerPoint document outlining the employee experience & EVP ambition and narrative</td><td>28th April</td></tr></table>	Deliverable	Description	Delivery Date	Insights storyboard	PowerPoint document outlining the key themes, pain points & opportunities to inform creation of the EVP and employee experience.	28 th April	Employee Personas	PowerPoint document providing an overview of the defined personas – outlining the universal truths and key differentiators	28 th April	Experience Ambition Narrative	PowerPoint document outlining the employee experience & EVP ambition and narrative	28 th April																		
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	<table><tr><th>Role</th><th>Level</th><th>Name</th><th>Description</th><th>Days Effort</th></tr><tr><td>Client Executive Director</td><td>Executive</td><td>[REDACTED]</td><td>Provides strategic direction & oversight</td><td>4</td></tr><tr><td>Engagement Lead</td><td>Director</td><td>[REDACTED]</td><td>Provides day to day leadership and management of the project, leads on stakeholder engagement, workshops & ambition development</td><td>20</td></tr><tr><td>SME</td><td>Director</td><td>[REDACTED]</td><td>Provides SME input to approach, co-facilitates insights analysis & workshops</td><td>5</td></tr><tr><td>Experience Manager</td><td>Manager</td><td>[REDACTED]</td><td>Leads on insights activities, preparation & delivery of focus groups, interviews, workshops and creation of key deliverables</td><td>27</td></tr><tr><td>Creative Consultant</td><td>Consultant</td><td>TBC</td><td>Designs key deliverables for broader socialisation & engagement</td><td>2</td></tr></table>	Role	Level	Name	Description	Days Effort	Client Executive Director	Executive	[REDACTED]	Provides strategic direction & oversight	4	Engagement Lead	Director	[REDACTED]	Provides day to day leadership and management of the project, leads on stakeholder engagement, workshops & ambition development	20	SME	Director	[REDACTED]	Provides SME input to approach, co-facilitates insights analysis & workshops	5	Experience Manager	Manager	[REDACTED]	Leads on insights activities, preparation & delivery of focus groups, interviews, workshops and creation of key deliverables	27	Creative Consultant	Consultant	TBC	Designs key deliverables for broader socialisation & engagement	2
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The Supplier will assign the named resources outlined below to deliver the project over the 8 week duration:																															
Additional Services	None																														

Location	The Services will be delivered to UKHSA or other suitable premises. Supplier Staff shall work from locations as determined by the Supplier (which may include Supplier Staff home locations).
Quality Standards	The quality standards required for this Call-Off Contract are N/A
Technical Standards:	In accordance with the call-off terms and conditions
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are found in Service Definition: 792047852109677-service-definition-document-2022-05-17-1650.odt (live.com)
Onboarding	The onboarding plan for this Call-off contract is found on the service description and definition: 792047852109677-service-definition-document-2022-05-17-1650.odt (live.com)

Offboarding	The Supplier will work with the Buyer to assist with the handover of ongoing work within a reasonable period. The Supplier will also work with the Buyer to impart knowledge and expertise prior to offboarding
Collaboration agreement	Not used

Limit on Parties' liability	<p>Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed £1,000,000 per year. Neither party shall be liable for indirect, special or consequential losses.</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data will not exceed £1,000,000 or [250%] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed the greater of £100,000 of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater). Neither party shall be liable for indirect, special or consequential losses.</p>
Insurance	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none">• Following the expiration or Ending of this Call-Off Contract• professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)}• employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law

Buyer's responsibilities	<p>The Buyer is responsible for</p> <ul style="list-style-type: none"> • Provide daily management, control and direction of Supplier Staff. • Providing reasonable assistance to the Supplier to provide access to data and tooling necessary in the performance of the Contract. • Provide all software, licensing, equipment, infrastructure, remote access to systems, security controls, documentation and environments as necessary to enable the Supplier to provide the Services and to ensure that the Buyer has in place all supporting consents, approvals and permissions. • Act as Data Controller and obtain appropriate and required consent to all Personal Data in respect of which the Buyer will provide access to Supplier Staff. • Not grant access to or provide any Personal Data to Supplier Staff other than on Buyer's estate, environment, equipment and/or infrastructure. <ul style="list-style-type: none"> • Ensure that the Suppliers Services are compliant with the Buyer's security policies; and Advising the Supplier of any specific legal and regulatory requirements that are specific to the Buyer and/or CCS to which the Supplier must be aware of to enable it to provide the Services. • Buyer will provide Supplier with early visibility of information and data needed to carry out our data immersion activity from day 1, such as People Strategy & Inflight Initiatives, Top 10 People Challenges & Engagement Survey Results. Full list provided by LACE Partners in the 'Getting ready' pack • All required documentation is provided in a timely manner • Buyer can make timely decisions when making significant choices on direction, options, and priorities for the Project • Supplier will have no responsibility for the performance of other contractors or vendors (including hardware and software vendors) engaged by Buyer, or delays caused by them, in connection with the project • Buyer will provide resource to manage scheduling & logistics of workshops, focus groups & interviews • Buyer will provide resource to conduct data analysis post the focus groups, to feed into the insights storyboard • Buyer will identify key stakeholders for the project within the agreed upon timeframes and activities outlined here or any changes to such agreed to by the parties
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- If the program is delayed due to circumstances outside the control of the parties, the parties agree to revisit and revise the program's timeline and estimated costs in a mutual manner
- Supplier will conduct up to 12 experience conversations to gather insights from your business leaders and HR Leadership
- Supplier will conduct 2 Remesh live focus groups (up to 1000 participants in each session) to gather insights from employees and managers.
- Supplier will complete the necessary processes / approvals to whitelist any digital tools use on the project e.g. Remesh
- Buyer will complete cluster analysis of the persona data set (to be agreed) to inform Persona Development and are responsible for the validity of the analysis.
- Supplier will create the copy, narrative & persona guides for between 4 – 6 Personas based on the cluster analysis provided
- Buyer will sign off key deliverables within 5 days of submission
- Agreement of the deliverables within the Buyer team is the responsibility of the buyer
- Draft versions of each the deliverable will be shared to build understanding and alignment
- Buyer will provide the following resources to the project:

Role	Name	Description
Sponsor (CPO)	[REDACTED]	Provides strategic direction & oversight
Project Lead (PX lead – 0.4 FTE)	[REDACTED]	Provides day to day leadership and works closely with the LACE engagement lead to agree activities, priorities & engage with key stakeholders.
Programme Manager (Support as needed)	[REDACTED]	Leads commercial conversations, Phase 2 approvals & supporting Project Lead activities as needed.
PMO (0.5 FTE)	People Private Office	Supports logistics & comms; scheduling of stakeholder conversations, workshops etc
Business Analyst (0.5FTE)	[REDACTED]	Completes cluster analysis for persona development. Supports insights activities and helps with analysis of the insights gathered in focus groups / experience conversations

Buyer's equipment	Not used
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Supplier's information

Subcontractors or partners	<p>A LACE associate (name TBC) will be contracted to complete the data modelling & analysis for persona development.</p> <p>A creative services partner, Garble, will be used for the production of the Persona guide.</p>
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Call-Off Contract charges and payment

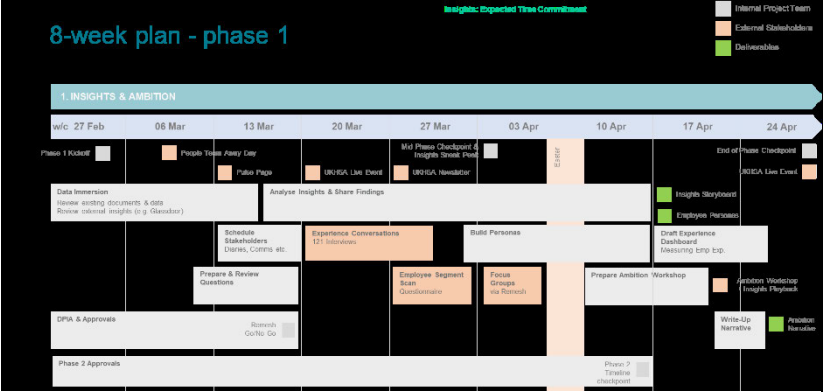
The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

Payment method	<p>The payment method for this Call-Off Contract is BACs or alternative payment method as agreed between the Contracting Authority and the Agency.</p> <p>Standard 30 days payment terms</p>
Payment profile	<p>The payment profile for this Call-Off Contract is: Fixed Price (Excluding VAT & Expenses)</p> <p>Invoices shall we issued against the following payment schedule:</p> <p>End March - £50,000</p> <p>End April - £70,000</p>
Invoice details	<p>The Supplier will issue electronic invoices on completion of the relevant milestone in arrears.</p> <p>All invoices must be accompanied by confirmation from the Contracting Authorities Project Manager, that the relevant milestone has been delivered in line with the contract.</p> <p>The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.</p>

Who and where to send invoices to	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to:</p> <p>UKHSA ACCOUNTS PAYABLE TEAM MANOR FARM ROAD PORTON DOWN SALISBURY SP4 0JG United Kingdom [REDACTED]</p> <p>Contact number for all invoice related queries: [REDACTED]. Please select Option 5, and then Option 1 between 09:00-17:00 Monday to Friday.</p> <p>Email: To submit any invoices and credit notes via email please use: [REDACTED]</p>
Invoice information required	<p>We will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p>
Invoice frequency	<p>The invoice shall be issued in line with the following payment schedule:</p> <p>End March - £50,000</p> <p>End April - £70,000 – Upon submission of final versions of the deliverables</p>

Call-Off Contract value	The total value of this Call-Off Contract is £120,000 Excluding VAT & expenses			
Call-Off Contract charges	The breakdown of the Charges is :			
	Deliverable	Description	Delivery Date	Payment
	Insights storyboard	PowerPoint document outlining the key themes, pain points & opportunities to inform creation of the EVP and employee experience.	28 th April	
	Employee Personas	PowerPoint document providing an overview of the defined personas – outlining the universal truths and key differentiators	28th April	
	Experience Ambition Narrative	PowerPoint document outlining the employee experience & EVP ambition and narrative	28th April	

Additional Buyer terms

<p>Performance of the Service</p>	<p>This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones:</p> <div><p>The Gantt chart titled '8-week plan - phase 1' details the project schedule from February 27 to April 24. It includes a legend for Internal Project Team (light blue), External Stakeholders (orange), and Deliverables (green). Key milestones include Phase 1 Kickoff, People Voice Party Day, Public Page, UKHSA Live Event, UKHSA Newsletter, Mid Phase Checkpoint, End of Phase Checkpoint, and BOCA Live Event. Deliverables include Data Immersion, Insights Storyboard, Employee Personas, Draft Experience Dashboard, Prepare Ambition Workshop, Ambition Workshop Insights Package, Write-Up Narrative, and Ambition Narrative. The chart also shows various tasks like 'Experience Conversations', 'Build Personas', 'Employee Segment Scan', and 'Focus Groups via Research'.</p></div> <p>All deliverables will be handed over to UKHSA as part of the closure of Phase 1.</p>
<p>Guarantee</p>	<p>Not used</p>
<p>Warranties, representations</p>	<p>Not used</p>
<p>Supplemental requirements in addition to the Call-Off terms</p>	<p>Not used</p>
<p>Alternative clauses</p>	<p>Not used</p>
<p>Buyer specific amendments to/refinements of the Call-Off Contract terms</p>	<p>Not used</p>

Personal Data and Data Subjects	<p>The Supplier shall comply, and shall procure that all Supplier Personnel, Supplier Affiliates and Approved Sub-Contractors comply, with all Supplier Policies as well as the <buyer> Data Security Principles and the Code of Conduct.</p> <p>The Supplier shall at all times maintain the Supplier Policies in accordance with Regulations and Good Industry Practice.</p> <p>The Supplier shall report any alleged or suspected violation of any Supplier Policy, the Data Security Principles or the Code of Conduct as soon as reasonably practicable.</p> <p>The Supplier shall:</p> <p>ensure that all Supplier Personnel receive adequate training on the Data Protection Laws and in the care and handling of Personal Data;</p> <p>Process all Personal Data on behalf of <buyer> only for the purposes of performing its obligations under this Agreement, in accordance with the written instructions given by <buyer> from time to time, and shall not modify or amend the Personal Data unless specifically authorised in writing by <buyer> or to the extent required for the proper performance of the Services;</p> <p>procure that only those Supplier Personnel and Approved Sub-Contractors that need to have access to Personal Data are granted access to such Personal Data. The Supplier shall furthermore take all reasonable steps to ensure the reliability and integrity of any of the Supplier Personnel who shall have access to the Personal Data and shall procure that any Supplier Personnel and Approved Sub-Contractors who have do have access to such Personal Data shall comply with the provisions in the Data Protection Laws and this Agreement, and that appropriate contractually binding confidentiality undertakings have been entered into.</p>
Intellectual Property	Buyer owns IPR of the deliverables.


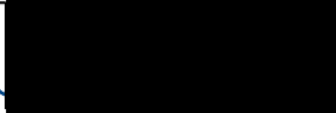


Social Value	A clear & elevated EVP and employee experience will enable UKHSA to attract and retain the right skills and expertise to deliver their remit, both in the immediate term as you build the organisation and in the future.
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1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a CallOff Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.13
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

Signed by a representative on behalf of The Supplier DocuSigned by:	Signed by a representative on behalf of the Buyer DocuSigned by:
	
Full Name: 	Full Name: 
Job Title/Role: Managing Director	Job Title/Role: Head of Category
Date Signed: 17th March 2023	Date Signed: 20/03/2023

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