



SUBCONTRACT for the Provision of Data Management and Associated Services

Contract ref: (ECM_TBC)

This Contract is made between:

The Secretary of State for Health and Social Care acting as part of the Crown through Public Health England of 133-155 Waterloo Road, London, SE1 8UG (the "Authority")

and

NUVIA Ltd, of The Library, Eighth Street Harwell Oxford, Didcot, Oxfordshire, OX11 0RL (the "Contractor")

WHEREAS

Public Health England has a requirement for and Nuvia Ltd is willing to undertake the work as detailed in Annex A (hereinafter referred to as "the specified work"). It is understood that this work is subcontracted to Nuvia Ltd from work being taken under by PHE for "Contract number NDA9/00268 – Contract in relation to the provision of SHIELD Epidemiology Database Services" (the MAIN CONTRACT). A copy of this contract is attached to Annex B and forms an integral part of the subcontract.

In administering this Subcontract, the Authority and the Contractor shall comply with the provisions of the MAIN CONTRACT and its Annexes, which form part of this Subcontract as Annex B, insofar as the provisions apply to the Contractor as Subcontractor according to the terms of the Subcontract.

IT IS HEREBY AGREED

1. CONTRACT PERIOD

This contract shall commence on the 1st April 2021 and is valid for 24 (twenty-four) months (the "**Contract Period**"). This contract can be extended by the Authority for one period of up to 6 months, by giving the Contractor 4 weeks written notice before its expiry.

2. PRICE

Authority shall make payment to Contractor in fixed price instalments in accordance with Annex C. The fixed price instalments shall comprise (8) eight quarterly payments during the initial 24-month period, totalling £512,636.00 (five hundred and twelve thousand six hundred and thirty-six pounds) plus VAT @ 20%. The Authority may (at its sole and absolute discretion), extend the Contract Period by a further (6) months, subject to payment to Contractor of [REDACTED]

[REDACTED] Subject to Clause 10.1.6, the maximum commitment of Authority under this SUBCONTRACT is the sum of £645,621.00 (six hundred and forty-five thousand six hundred and twenty-one pounds) plus VAT @ 20% (the "**Contract Sum**").



3. PAYMENT

Invoices for work carried out under this SUBCONTRACT will be issued according to the payment schedule in Annex C and shall be due for settlement by the Authority within 30 days of receipt of a satisfactory invoice. Invoices should quote the reference number which shall be supplied by PHE.

A copy of the invoice should be sent to the [REDACTED] and CC in [REDACTED]

4. PERFORMANCE

The Contractor undertakes to perform the work with all due diligence and to the reasonable satisfaction and requirements of the Authority. The Contractor shall keep the Authority fully informed on the progress of the work and shall provide such facilities for inspection and monitoring as the Authority may require.

The Contractor shall at all times keep the Authority informed if any departures from the work plan detailed in Annex A are necessary or desirable to fulfil the specific work.

Any such changes shall be agreed in writing between the parties. In particular, any consequent changes in cost or in timescale requested by the Contractor shall not be permitted unless agreed by Authority in writing.

All limitations on liability applicable to the Authority under the MAIN CONTRACT shall apply to the Contractor and the Contractor shall have no greater liability to the Authority arising under this subcontract than the Contractor would have had if the Contractor had been in direct contract with Nuclear Decommissioning Authority (NDA) under the MAIN CONTRACT.

5. TECHNICAL STANDARDS

The technical standards required for this agreement are to follow good industry practices, applying to each of the technology used or it can be changed to in line with legal or policy changes.

6. INTELLECTUAL PROPERTY RIGHTS (IPR)

All IPR resulting from the specified work shall be assigned to and owned by PHE.

7. PRINCIPAL CONTACT DETAILS

For the Authority:

Title: [REDACTED]

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Title: [REDACTED]

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]



For the Contractor:

Title: [REDACTED]

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

8. VARIATIONS

This SUBCONTRACT can only be varied by the agreement from both parties.

If there is any conflict between this subcontract and the MAIN CONTRACT, the latter (attached to Annex A) shall prevail.

9. LAW

9.1 This SUBCONTRACT and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

9.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims

10. ASSUMPTIONS

10.1 Authority and Contractor agree the following:

10.1.1 Planned progress against new database deliverables shall be on a target date basis. The Parties acknowledge and accept that Contractor does not guarantee or warrant the extent of completion of any deliverable or group of deliverables or any part of the scope (as stated in Annex B) in the allocated timeframe (1st April 2021 – 31st March 2023, or such further extended period as the Parties may agree).

10.1.2 The Contractor shall use its reasonable endeavours to maintain the continuity and availability of key members of Contractor staff needed for technical delivery of the work scope set out at Annex A. Save in the case of sickness absence and compassionate and / or annual leave or other routine absences of less than a continuous (3) three week duration, the Contractor shall notify Authority in writing of the non-availability of any key members of Contractor staff, confirming whether such non-availability is permanent or temporary. Thereafter, Contractor and Authority (acting reasonably) shall discuss and agree how to address any notified non-availability of Contractor staff, but this shall be without prejudice to the right of Contractor to mobilise replacement personnel, provided always that Contractor can reasonably evidence to Authority that any such personnel are of equal skill, qualification and experience.

10.1.3 It is assumed that where Authority direction or instruction is required to allow the programme of work to progress, this will be supplied timeously.

10.1.4 It is assumed that all data for migration will be supplied complete (and free of any corruption) and in time to suit the planned programme of work.



FORM OF CONTRACT

10.1.5 Where Authority (or other stakeholder) approvals may be required, these shall be provided without unnecessary delay and in time to meet the proposed Contractor programme.

10.1.6 The Parties acknowledge that this SUBCONTRACT excludes allowance for the following:

10.1.6.1 Software, (other than as expressly stated to be included in this report)

10.1.6.2 Hardware / IT infrastructure (purchase or the specification or re-design thereof)

10.1.6.3 Authority or other stakeholder time required to support, direct and contribute to the planned programme of work

10.1.6.4 Any other third-party costs and expenses

10.1.6.5 Costs associated with compliance with GDPR / Data Protection regulations

10.1.6.6 Any other costs associated with statutory or regulatory compliance

10.1.6.7 Costs associated with extraordinary security measures or requirements

10.1.6.8 Costs associated with securing patents, copyrights or other measures to secure and / or protect intellectual property

10.1.6.9 Costs associated with storing / hosting the new database

10.1.7 The Contractor shall be entitled to reasonable adjustment to the Contract Sum and the Contract Period in connection with any Authority instructed change or in the event that any assumption or statement given in this Clause 10 is found to be incorrect.

10.1.8 In the event of any conflict, discrepancy and / or divergence between this Clause 10 and any other provision contained in this SUBCONTRACT, this Clause 10 shall prevail.

Signature:

[Redacted Signature]

For and on behalf of the Authority

Signature:

[Redacted Signature]

For and on behalf of the Contractor

Name:

[Redacted Name]

Job Title:

[Redacted Job Title]

Date:

[Redacted Date]

Name:

[Redacted Name]

Job Title:

[Redacted Job Title]

Date:

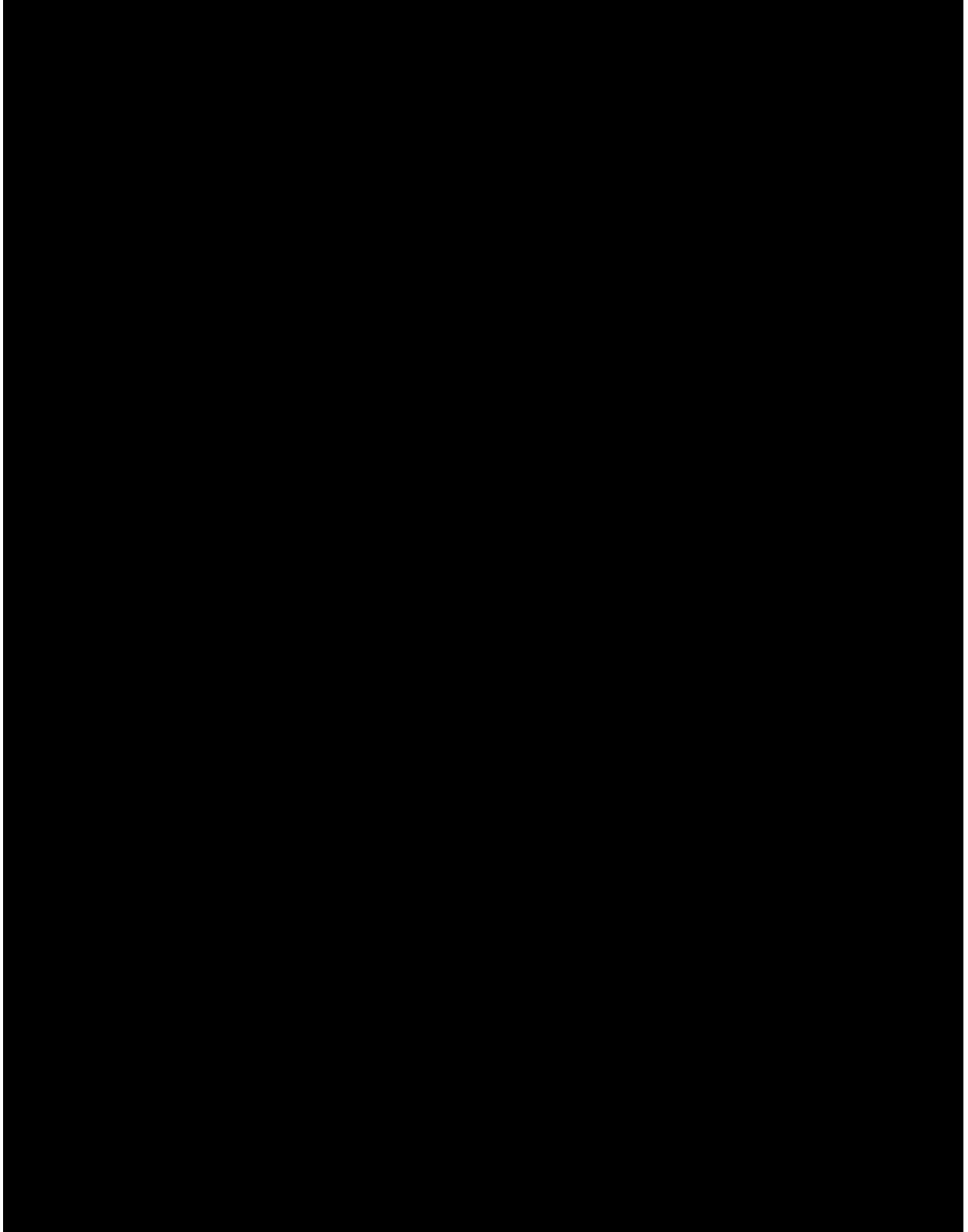
[Redacted Date]

Annex A



Annex B

NUVIA Tasks and Deliverables in association with the SHIELD data – for



Item Breakdown

19 INDIVIDUAL RECORD MANAGEMENT

[Redacted content consisting of multiple paragraphs of blacked-out text]

19.6 Allowable values

[Redacted]

[Redacted]

[Redacted]

[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]

[Redacted]

[Redacted]

[Redacted]

19.7 Data locks

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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[REDACTED]

20.1 Employment & dose data

20.1.1 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

PHE STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

20.2.11 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

21 EXPORT OF DATA

21.1 Fixed exports

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

21.1.1 Urinalysis data

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

21.1.2 English/Welsh tracing (PHE – DBS)

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

21.1.3 English/Welsh deaths (PHE – MBIS)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

21.4 Complex ad-hoc queries

[REDACTED]

22 RECORD SEARCH

22.1 [REDACTED]

[REDACTED]

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23.2.3 [REDACTED]

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25 DOCUMENTATION

25.1.1 [REDACTED]

[REDACTED]

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Training should also be provided to ensure PHE staff understand the configuration of the software and are able to make changes to the system such as those to imports described under item 20.

27 PARALLEL RUNNING

[REDACTED]

28 ANALYSIS EXTRACT PROGRAM

[REDACTED]

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29.2

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29.2.2 Login/logout

[Redacted text block]

29.2.3 User roles

[Redacted text block]

29.3 Audit trail

[Redacted text block]

29.3.1 Access log

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29.3.2 [REDACTED]

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29.3.3 File log

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PHE STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

- [REDACTED]
- [REDACTED]
- [REDACTED]

Annex C

Payment Schedule

