# Framework Schedule 6 (Order Form Template and CallOff Schedules)

#### **Order Form**

CALL-OFF REFERENCE: C127958

CALL-OFF TITLE: Situational Awareness Discovery

CALL-OFF CONTRACT

DESCRIPTION: Discovery phase of work to be carried out on behalf of UKHSA

for Situational awareness

THE BUYER: UKHSA

BUYER ADDRESS UKHSA

Nobel House 17 Smith Square

London SW1P 3JR

United Kingdom

THE SUPPLIER: TPX Impact Ltd

SUPPLIER ADDRESS: 20 St Thomas Street, Runway East (Second

Floor), London, United Kingdom, SE1 9RG

REGISTRATION NUMBER: 06472420

DUNS NUMBER: N/A SID4GOV ID: N/A

Framework Ref: RM6263 Project Version: v1.0 Model Version: v3.7

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#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 12/01/2023

It's issued under the Framework Contract with the reference number RM6263 for the provision of Digital Specialists and Programmes 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, SOW 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):** Lot

1

#### 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) RM6263
- 3. Framework Special Terms
- 4. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6263 o Joint Schedule 2 (Variation Form)
     Joint Schedule 3 (Insurance Requirements) o Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan) Joint Schedule 11
       (Processing Data) Joint Schedule 13 (Cyber Essentials)
  - Call-Off Schedules for RM6263 

     Call-Off Schedule 1
     (Transparency Reports) 

     Call-Off Schedule 5
     (Pricing Details and Expenses Policy) 

     Call-Off Schedule 6
     (Intellectual Property Rights and Additional

Terms on Digital Deliveries) ○ Call-Off Schedule 7 (Key Supplier Staff) ○ Call-Off Schedule 9 (Security)

Call-Off Schedule 20 (Call-Off Specification)

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- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6263
- 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.

CALL-OFF START DATE: 23 January 2023

CALL-OFF EXPIRY DATE: 14 April 2023

CALL-OFF INITIAL PERIOD: 12 weeks

**CALL-OFF OPTIONAL** 

EXTENSION PERIOD: up to 12 weeks subject to additional funding.

MINIMUM NOTICE PERIOD

FOR EXTENSION(S): no later than 4 weeks from original expiry date.

CALL-OFF CONTRACT VALUE: £96,000 exc VAT

KEY SUB-CONTRACT PRICE: N/A

#### **CALL-OFF DELIVERABLES**

	Deliverable	Date	Acceptance criteria and notes
1	Long-term solution report  (for the new Situational Awareness Model, using a new data and analytical platform)	End of week 6	<ul> <li>Acceptance criteria to be based on meeting the document outline description agreed with UKHSA during the initiation stage.</li> <li>Draft report to be produced by agreed deadline date.</li> <li>Formal review comments to be returned by UKHSA within 5 working days.</li> <li>One further iteration to take on board review comments. (N.B. Changes intended to be nonsubstantial and in the spirit of the document outline agreed at the outset).</li> <li>Final version of the report produced as part of the final deliverables handover.</li> </ul>

2	Interim digital solution (prototype)  (using the current data platform and Power BI functionality, including mapping of requested and data and their sources)	End of week 12	<ul> <li>Acceptance criteria to be based on the extent to which the Prototype Solution incorporates functional backlog agreed with UKHSA during Sprint 0, as evidenced by representative testing against predefined test specifications, where appropriate.</li> <li>The scope of data ingestion to the Prototype Solution to be agreed with UKHSA during Sprint 0 and limited to what is practicably achievable within the timescales.</li> <li>Handover of all development outputs and knowledge transfer to UKHSA will form part of the deliverable.</li> <li>Signoff will not be unreasonably withheld once all aspects of the acceptance criteria have been met and the Final Report delivered.</li> </ul>
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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 set out in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

#### **CYBER ESSENTIALS SCHEME**

The Buyer requires the Supplier, in accordance with Joint Schedule 13 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus 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, as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £96,000 Estimated Charges in the first 12 Months of the Contract.

#### **CALL-OFF CHARGES**

(1) Capped time & materials;

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**

Travel and accommodation costs to be agreed by both parties in advance and borne by the Buyer

#### **PAYMENT METHOD**

BACS payments monthly in arrears with invoices to be paid within 30 days of receipt of invoice

#### **BUYER'S INVOICE ADDRESS:**

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

payables@phe.gov.uk

**BUYER'S AUTHORISED REPRESENTATIVE** 

**BUYER'S ENVIRONMENTAL POLICY N/A** 

**BUYER'S SECURITY POLICY** 

N/A

SUPPLIER'S AUTHORISED REPRESENTATIVE

**SUPPLIER'S CONTRACT MANAGER** 

#### PROGRESS REPORT FREQUENCY

Upon completion of each 2 week sprint

#### PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

#### **KEY STAFF**

Supplier to input

#### **KEY SUBCONTRACTOR(S)**

N/A

#### **COMMERCIALLY SENSITIVE INFORMATION**

N/A

#### **MATERIAL KPIs**

To be agreed as part of the Statement of Work (SOW) Appendix 1

#### 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 to which this Order Form relates.

Signed on behalf	t of the Supplier;	
Full Name:		
Job Title/Role:		
Date Signed:	_	
Signed on behalf	f of the Buyer;	
Full Name:		
Job Title/Role:		
Date Signed:		

### **Appendix 1**

### **Annex 1 (Template Statement of Work)**

1. STATEMENT OF WORK ("SOW") DETAILS					
Upon execution, this SOW	Upon execution, this SOW forms part of the Call-Off Contract (reference below).				
are to be treated as indivi	The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.				
All SOWs must fall within	the Specification and provisions of the Call-Off Contact.				
	this SOW apply only in relation to the Deliverables detailed herein and will not apply to or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in				
Date of SOW:					
SOW Title:					
OW Reference:					

Call-Off Contract Reference:	
Buyer:	
Supplier:	
SOW Start Date:	
SOW End Date:	
Duration of SOW:	
Key Personnel (Buyer)	
Key Personnel (Supplier)	
Subcontractors	

2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME CONTEXT					
SOW Deliverables	A - Interim digital solution. A prototype to go live with as many data feeds ingested as possible.				
Background	B - Long-term solution report. A document that answers two questions:				
	Can the new data and analytical platform be used for the long-term solution?				
	2. If yes, what activity needs to be done to transfer this work to the new platform?				
Delivery	Deliverable A - Interim digital solution.				
phase(s)  Discovery phase, Alpha phase, Beta phase.					
	Deliverable B - Long-term solution report Discovery phase, Produce report				
Overview of Requirement	Deliverable A – Live Prototype  Deliverable B - Report				

Accountability	Please tick the Accountability Model(s) that shall be used under this Statement of Work:			
Models				
	Sole Responsibility:□			
	Self Directed Team:□			
	Rainbow Team: X			

#### 3. BUYER REQUIREMENTS – SOW DELIVERABLES

Outcome Description	Deliverable A – A live situational awareness PowerBI Dashboard with as many data sources as possible for customers to access. An alert function on the dashboard and to send emails. A 'test area' dashboard to support the live version. User access rights completed. Archive area for customers to access. Compatible architecture with current and future UKHSA systems/platforms. Product that is adaptable and flexible for future change. Ways of working with Dashboard processes documented.  Deliverable B – A report that states if the future data and analysis platform can be used to host the new situational awareness PowerBI dashboard. If not, explain why. If yes, provide details on what activity would need to take place to transfer to new platform including the number of data sources that will be available.			
Milestone Ref	Milestone Description	ription Acceptance Criteria		

MS01					
MS02					
Dependencies	Deliverable A - Interim digital Discovery phase:  Understand the wider co. Understand requirement. Mapping of current data Alpha phase: Working in the open with architecture and gain cure. Ensure there is alignment. Identify risks and assum. Build protype Ingest as many data sou. Test prototype with key use. Work with content supplishive Go live (if possible withing.) Deliverable B - Long-term son Discovery phase: Understand the wider co. Understand requirement. Understand data sources. Produce report: Address the two question recommended action.	sources.  sources.  key dat stomer feat with furces as purces as purces as purces to proper timefrance and time	d the other services,  a and technical peopeedback ature long term solution Beta phase:  possible at this point roduce ways of working me)  port  d the other services, acture now and future pain platform project in	ole in UKHSA descon  (could be phase ing processes to teams and organism	sign protype d) efficiently go
	. •				
Supplier Resource Plan	Material KPIs	Target		Measured by	
		l			

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Security Applicable to SOW:	The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).
	[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW: [insert if necessary]  Baseline security

Cyber Essentials Scheme	The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus for the work undertaken under this SOW, in accordance Certificate with Joint Schedule 13 (Cyber Essentials Scheme).					
SOW Standards		[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)]				
Performance Management	[Insert details of Material KPIs that have a material impact on Contract performance]  Meetings aligned to agile project management (Sprints)  [Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]					
Additional Requirements	Annex 1 – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.					
Key Supplier Staff	Key Role Key Staff Contract Details  [Indicate: whether there is any requirement to issue a Status Determination Statement]					
Worker Engagement Status	No					

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[SOW Reporting	Not applicable				
Requirements:]	[Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call-Off Contract Management), the Supplier shall also provide the following additional				
	Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission	
	1.	[insert]			
	1.1	[insert]	[insert]	[insert]	
	manage	ement information under and applicable to th	is SOW only:	_	
			/		
	]				

4. CHARGES	
Call Off Contract Charges	The applicable charging method(s) for this SOW is:  • Fixed Price  The estimated maximum value of this SOW (irrespective of the selected charging method) is £96,000  The Charges detailed in the financial model shall be invoiced in accordance with Clause 4 of the Call-Off Contract.
Rate Cards Applicable	[Insert SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]
Financial Model	[Supplier to insert its financial model applicable to this SOW]

Reimbursable Expenses	N/A

#### 5. SIGNATURES AND APPROVALS

#### Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the

Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:			
For and on behalf of the Supplier	Name and title Date Signature		
For and on behalf of the Buyer	Name and title Date Signature		

### **ANNEX 1 Data Processing**

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

N/A