

RM6187 Framework Schedule 6 (Order Form and Call-Off Schedules)

Order Form

CALL-OFF REFERENCE:	C301708 / PRO6144
THE BUYER:	UK Health and Security Agency
BUYER ADDRESS	10 SOUTH COLONNADE, LONDON E14 4PU
THE SUPPLIER:	PRICEWATERHOUSECOOPERS LLP
SUPPLIER ADDRESS:	1 Embankment Place, London, WC2N 6RH
REGISTRATION NUMBER:	OC303525
DUNS NUMBER:	733367952

Applicable framework contract

This Order Form is for the provision of the Call-Off Deliverables and dated 24th February 2025.

It's issued under the Framework Contract with the reference number RM6187 for the provision of Public Health Microbiology (PHM) Services Delivery

CALL-OFF LOT(S):

LOT 3 - Complex and Transformation

Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form includes the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

Call-Off Schedules

- Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms
 5. Joint Schedule 5 (Corporate Social Responsibility) - Mandatory
 6. Call-Off Schedule 4 (Call-Off Tender) is superseded by Schedule 20, which includes key details of the deliverables

Supplier terms are not 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 special terms

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1 - The Buyer is only liable to reimburse the Supplier for any expense or any disbursement which is

- (i) specified in this Contract or*
- (ii) which the Buyer has Approved prior to the Supplier incurring that expense or that disbursement. The Supplier may not invoice the Buyer for any other expenses or any other disbursements.*

Special Term 2 -

Delete the following clause:

10.2.2. Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 90 days' written notice.

Insert the following clause:

10.2.2 Each Buyer has the right to terminate their Call-Off Contract at any time without reason by giving the Supplier not less than 30 days' written notice.

Special Term 3:

Delete the following clause:

10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5:

- (a) the Buyer must promptly pay all outstanding Charges incurred to the Supplier; and*
- (b) the Buyer must pay the Supplier reasonable committed and unavoidable Losses as long as the Supplier provides a fully itemised and cost schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.*

Insert the following clause:

10.6.3 In addition to the consequences of termination listed in Clause 10.6.1, if either the Relevant Authority terminates a Contract under Clause 10.2.1 or 10.2.2 or a Supplier terminates a Call-Off Contract under Clause 10.5 the Buyer must pay to the Supplier in accordance with the Contract Charges incurred for Services performed prior to the termination provided that the Charges shall not have been paid by the Buyer prior to termination.

Call-off start date: 24 February 2025

Call-off expiry date: 27th October 2025

Call-off initial period: 8 months

Call-off deliverables:

See details in Call-Off Schedule 20 (Call-Off Specification)

Security

Short form security requirements apply.

And Buyer's Security Policy

[Security policy framework: protecting government assets - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/security-policy-framework)
[Government Functional Standard GovS 007: Security - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/government-functional-standard-govs-007-security)
[Risk management - NCSC.GOV.UK](https://www.ncsc.gov.uk/risk-management)

DATA PROTECTION OFFICER:

[REDACTED]

Maximum liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first contract year are £999,532.00

Call-off charges

See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law

Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4. Our fee includes expenses up to £7,500. If at any point during the programme, we believe expenses will exceed £7,500, we will let you know and agree an approach in line with your expenses policy.

Payment method

All invoices must be sent, quoting a valid purchase order number (PO Number), to:

[REDACTED]

Within 10 Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

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.

Any queries regarding an outstanding payment please contact our Accounts Payable section either by email or in writing to :

[REDACTED]

Buyer's invoice address

Accounts Payable;
UK Health Security Agency,
Manor Farm Road,
Porton Down,
Salisbury,
SP4 0JG

FINANCIAL TRANSPARENCY OBJECTIVES

The Financial Transparency Objectives apply to this Call-Off Contract.

Buyer's authorised representative

[REDACTED]

Buyers contract manager

Supplier's authorised representative

[REDACTED]

Supplier's contract manager

[REDACTED]

Progress report frequency

Detailed but concise weekly progress reports provided by the Supplier to the Authority

Progress meeting frequency

The Supplier will attend the weekly Working Group meeting with the Authority and provide reports, documentation, and other information, as required, to the Authority.

Key staff

- [REDACTED]

Key subcontractor(s)

Not applicable

Commercially sensitive information

[REDACTED]

Service credits

Not applicable

Additional insurances

Not applicable

Guarantee

Not applicable

Buyer's environmental and social value policy

[Environmental and sustainability policy - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

[CCS social value policy - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

Social value commitment


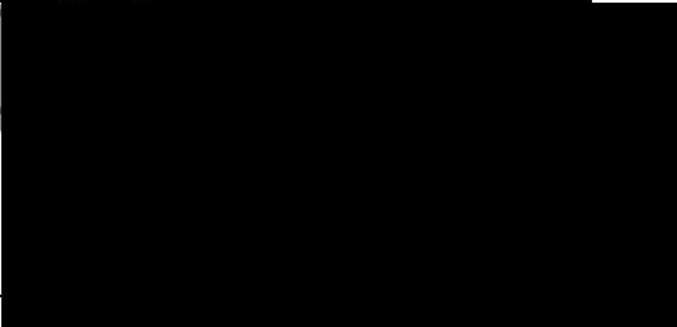
The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off OrderForm and the

Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

For and on behalf of the Supplier:	For and on behalf of the Buyer:
	

Appendix A

Joint Schedules

Joint Schedule 1 (Definitions)	Attached
Joint Schedule 2 (Variation Form)	Attached
Joint Schedule 3 (Insurance Requirements)	Attached
Joint Schedule 4 (Commercially Sensitive Information)	Attached
Joint Schedule 10 (Rectification Plan)	Attached
Joint Schedule 11 (Processing Data)	See Appendix C

Call-Off Schedules.

Call-Off Schedule 5 (Pricing details)	See Appendix E
Call-Off Schedule 7 (Key Supplier Staff)	See Appendix D

Call-Off Schedule 9 Short Form (Security)	Attached
Call-Off Schedule 1 5 (Call-Off Contract Manageme nt)	Attached
Call-Off Schedule 20 (Call-Off Specificati on)	See appendix B

Appendix B - Schedule 20

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract taking into account the specification from the attachment 'PRO6144-RM6187-Attachment 3-Statement-of-Requirements'.

The Agency has inherited a long, historic legacy of semi-independent laboratories, with disparate processes and ways of working. An independent review to assess the functions, operational activities and consider the right arrangements for our laboratories will be essential to strengthen, modernise and future-proof our laboratory capability and improve overall efficiency.

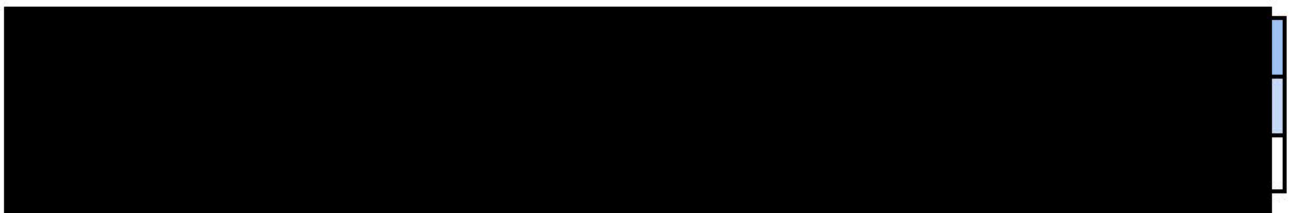
The review will assess, amongst other requirements, the delegated responsibilities for each laboratory, identifying areas of commonality that will benefit from both a standardised approach operationally and in terms of performance measures, as well as evidencing opportunities for further optimisation and collaboration in service delivery.

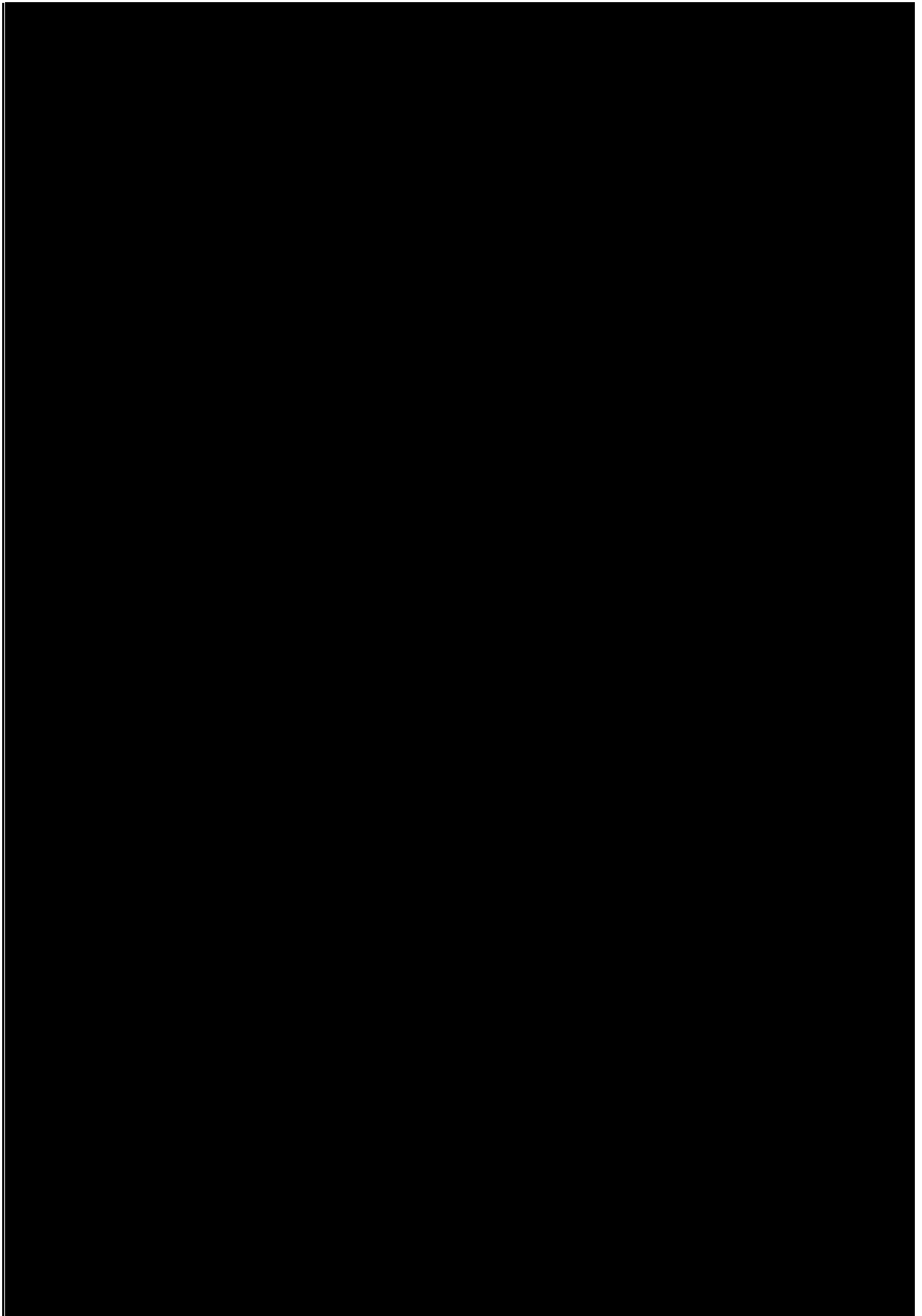
This will help provide assurance of the baseline model the network is currently operating, identify any recommendations on how it could be further strengthened and provide the evidence needed for modernisation.

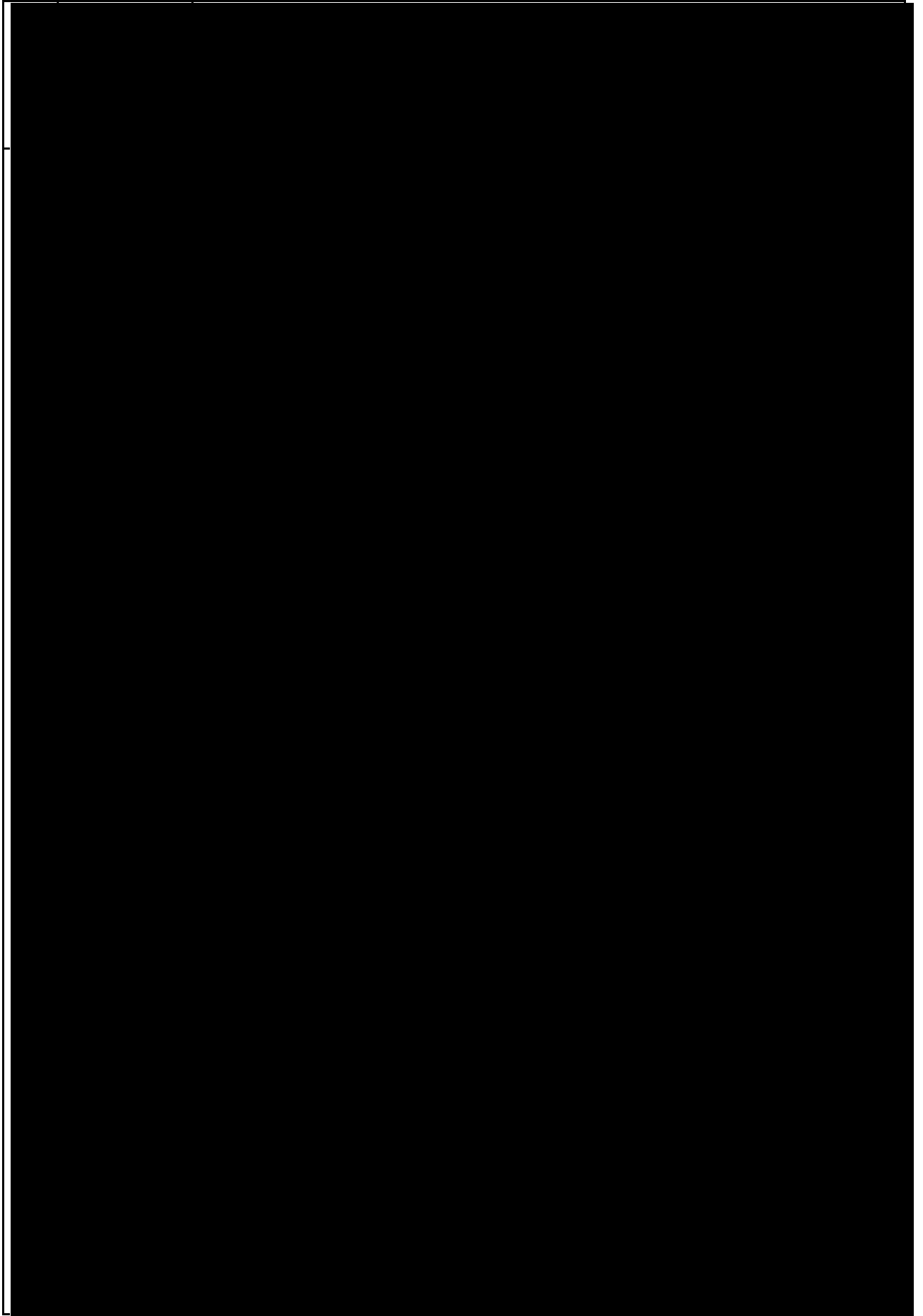
The project is split into eight key work packages, each with its own set of assessable objectives/deliverables. We have grouped the eight work packages into phases:

- Phase 0: Mobilise
- Phase 1: Assess
- Phase 2: Design
- Phase 3: Roadmap development

However, we will provide recommendations throughout, during governance meetings, to give you an early view of the roadmap as it develops.



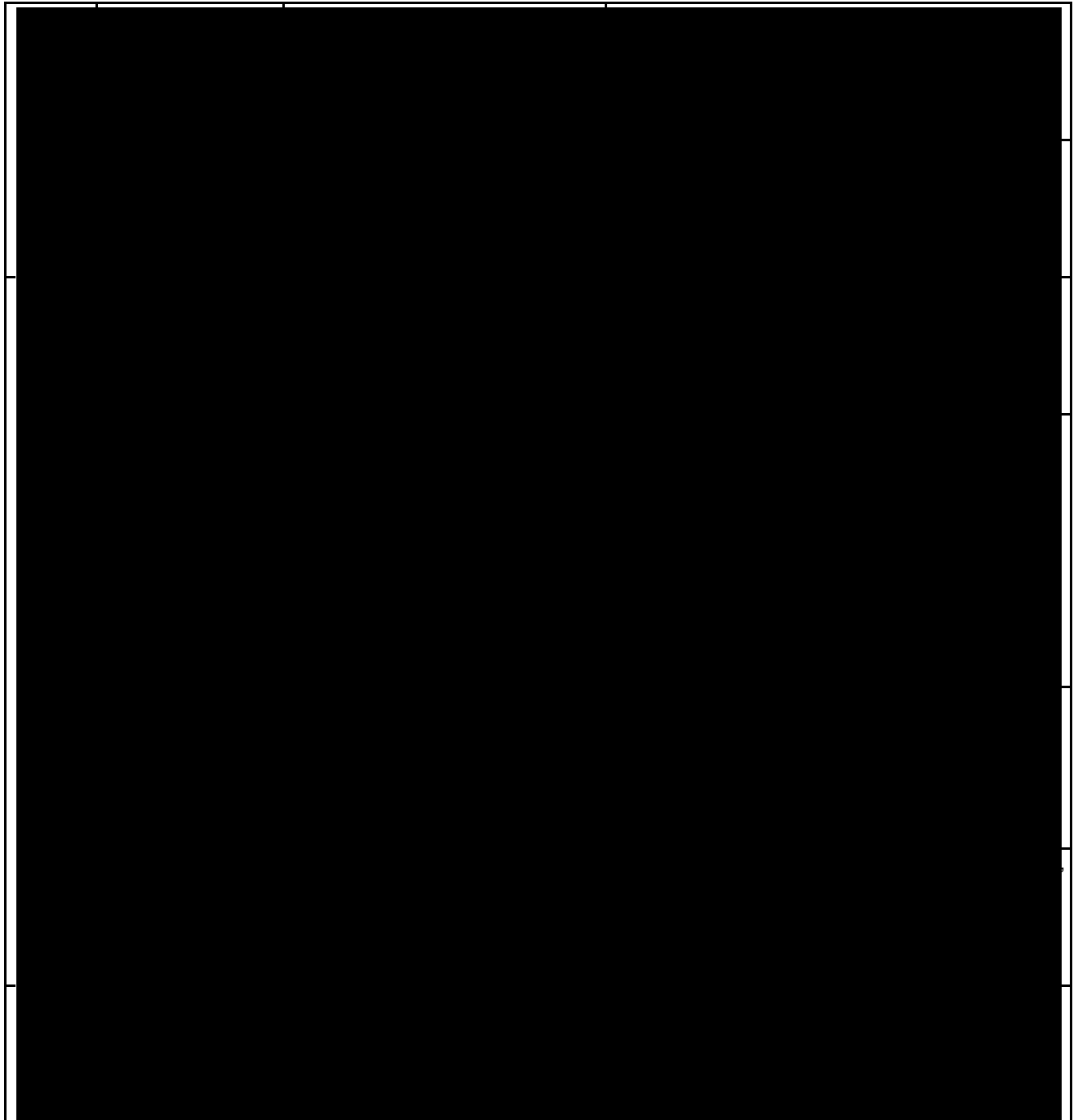




The specific details around the services (e.g. duration of meetings, number of interviews to be conducted etc.) to be agreed between UKHSA and PwC prior to services commencing.

The deliverables are outlined below:

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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]	[REDACTED]



The specific details around the deliverables (e.g. format, length and structure etc.) to be agreed between UKHSA and PwC prior to deliverables being developed.

Buyer Responsibilities

The Buyer shall provide the Supplier with such information and assistance as the Supplier may reasonably require from time to time which will include access to the Buyer's premises and staff. Any information provided by the Buyer shall be accurate, complete and not misleading and will not infringe the intellectual property rights of any third party. The Supplier shall not be liable for any delay or other consequences resulting from the Buyer's failure to provide such information and assistance or to comply with its other obligations under this Call Off Contract.

The Supplier's ability to perform the services is dependent upon the Buyer fulfilling its responsibilities, which include:

- being responsible for the overall programme and making all management decisions [and performing all management functions];
- providing timely access to stakeholders for workshops and meetings in line with agreed project plan

- providing access to data required for the assessment and analysis
- providing oversight of our services by your senior management team or such other individuals that possess the requisite suitable skill, knowledge, and/or experience
- active involvement in the services, such that you will continuously evaluate the appropriateness and results of the services being performed and tell us if and when your requirements change;
- the ownership of deliverables, their review, approval and risk management through your governance structure, and where appropriate their implementation;
- having responsibility for the achievement of all project outcomes;
- accepting responsibility for the results of the services and deciding what actions (if any) to take;
- establishing and maintaining internal controls, including monitoring ongoing activities, and for not relying on PwC's services in order to fulfil this responsibility;

[REDACTED]

[REDACTED]

[REDACTED]

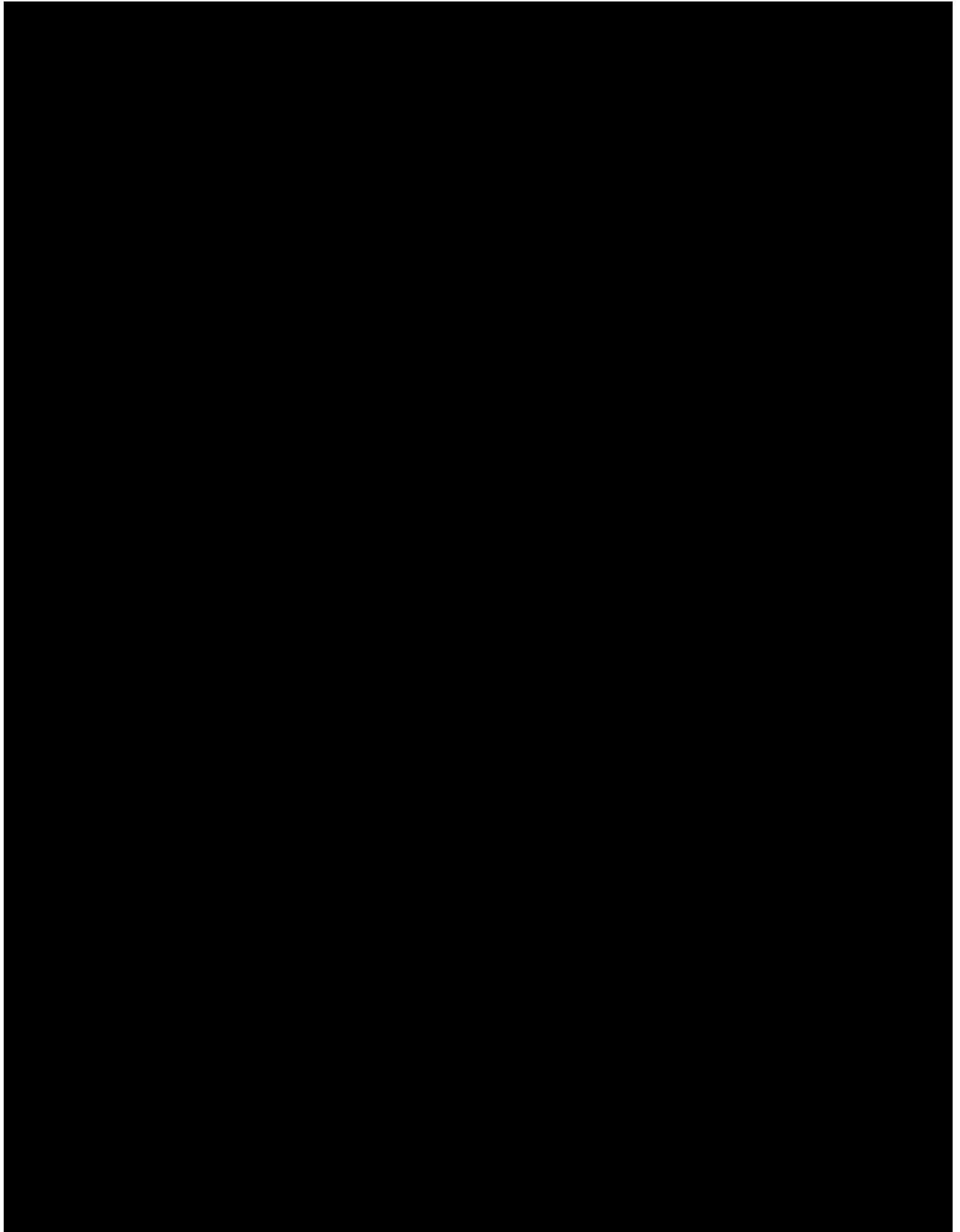
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Appendix C - Schedule 11 - Processing Data

Joint Schedule 11 (Processing Data)

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Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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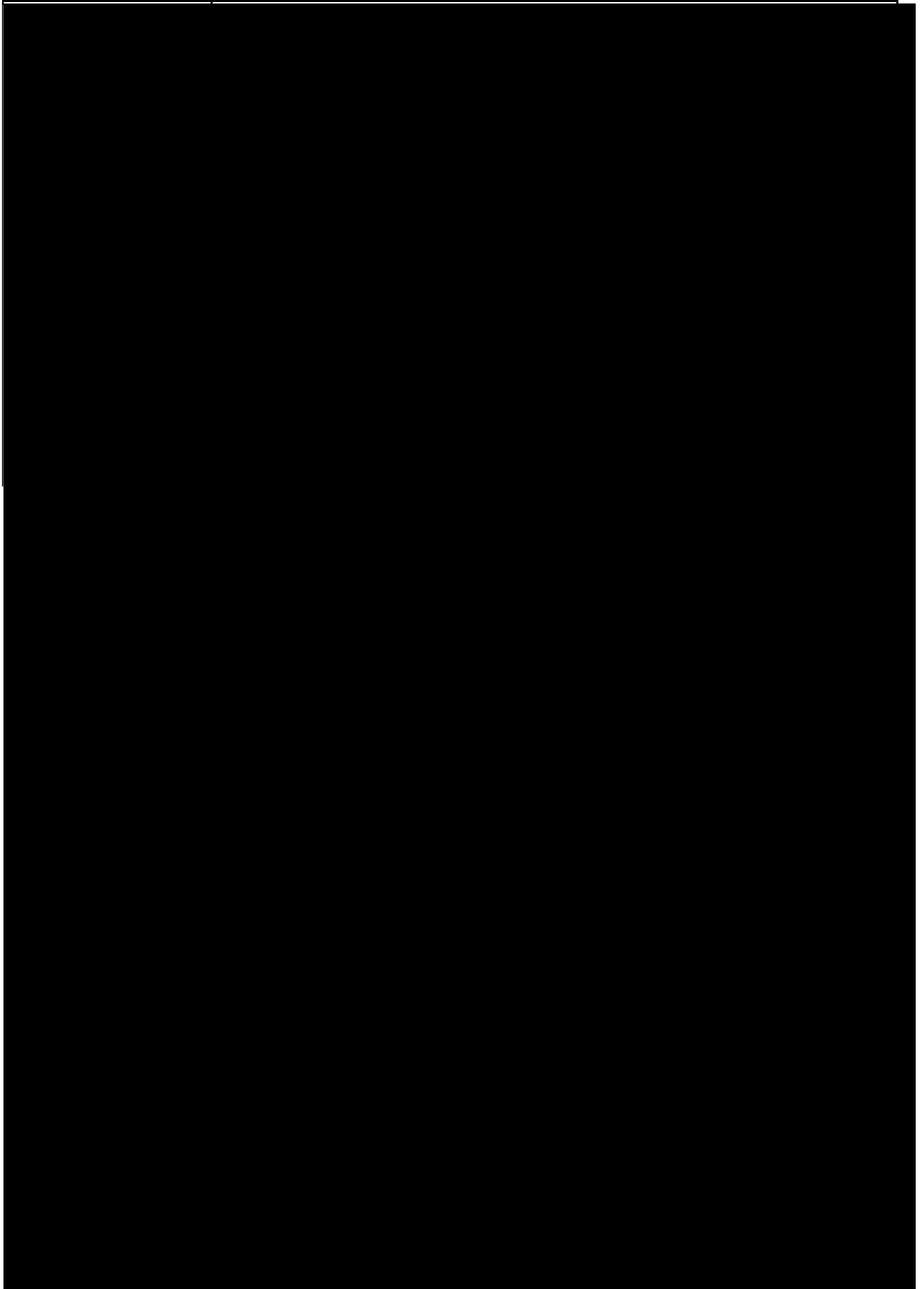
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		Data e.g. host, provide support, etc.)
N/A	N/A	N/A

Appendix D - Call-Off Schedule 7

Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Order Form lists the key roles ("**Key Roles**") and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person's employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff's employment contract, this will mean at least three (3) Months' notice;

- 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

[REDACTED]

[REDACTED]

[REDACTED]

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Appendix E - Call-Off Schedule 5

Call-Off Schedule 5 (Pricing Details)

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