

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)



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Service

## **Digital Outcomes and Specialists 5 (RM1043.7)**

### **Framework Schedule 6 (Order Form)**

Version 2

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Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

## **Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)**

### **Order Form**

Call-Off Reference: 18513 / UKHSA PRO5687 / C113285

Call-Off Title: National Biosurveillance Network Discovery (Ref C113285)

Call-Off Contract Description: Part of the Biological Security Strategy refresh is the discovery phase of the National Biosurveillance Network - to assess current biosecurity programmes across government, identify where the gaps in capability are, and identify projects to meet the needs of the network, design a systems operating model and business case.

The Buyer: United Kingdom Health Security Agency

Buyer Address: Nobel House, 17 Smith Square, London, SW1P 3HX

The Supplier: Faculty Science Limited

Supplier Address: Floor 6, 160 Old Street, London, EC1V 9BW

Registration Number: 08873131

DUNS Number: 

SID4GOV ID: N/A

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### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated as signature date below.

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists 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, Statement of Work 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**

Lot 1 : Digital Outcomes

### **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) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.7
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors)
  - Call-Off Schedules for RM1043.7
    - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 13 (Implementation Plan and Testing)
    - Call-Off Schedule 15 (Call-Off Contract Management)
    - Call-Off Schedule 20 (Call-Off Specification)
- 5 CCS Core Terms (version 3.0.9)
- 6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7

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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 Special Terms**

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

Special Term 1:



Special Term 2:

In being granted access to UKHSA systems, the Supplier agrees to abide by the UKHSA Acceptable use policy (Attached) and in addition shall limit outbound email contact to the scope of services within this contract

Special Term 3:

Upon commencement of discovery work the Supplier is obliged to submit the UKHSA Risk Ledger Assurance Tool within 20 working days, in order to comply with UKHSA security directives.

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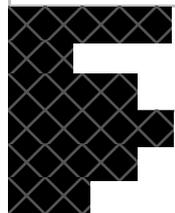
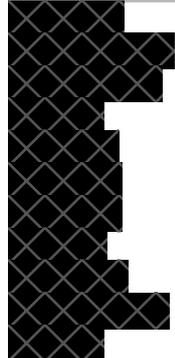
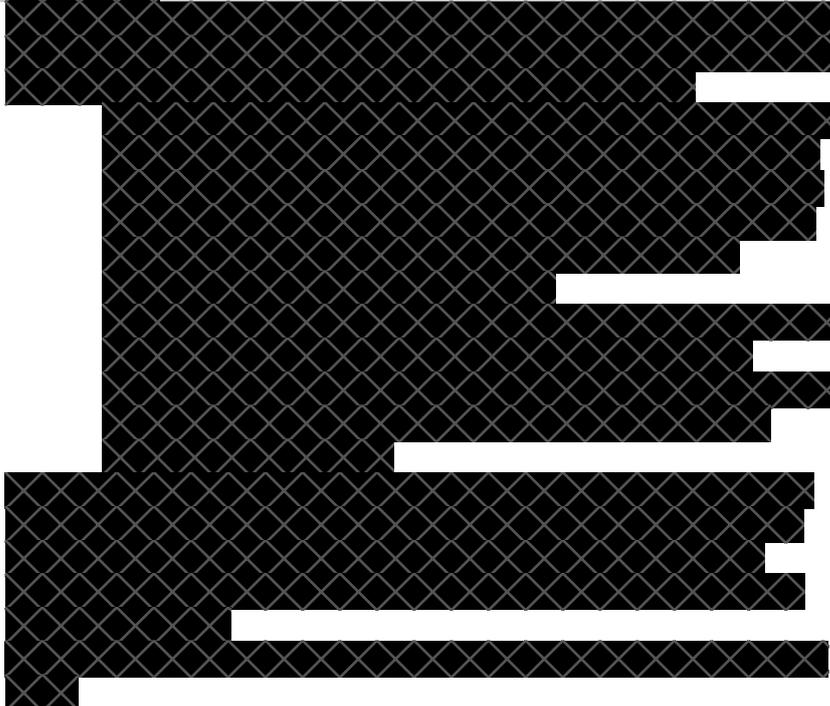
Call-Off Start Date: 6 February 2023

Call-Off Expiry Date: 5 May 2023

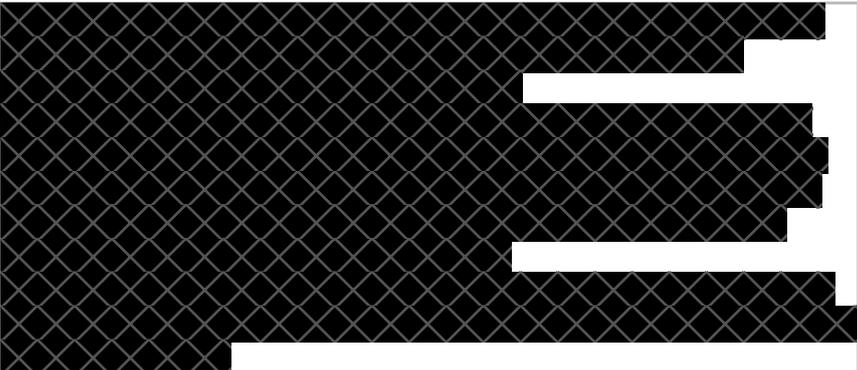
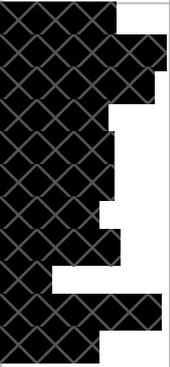
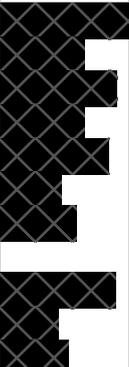
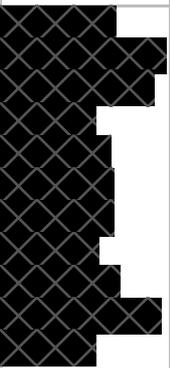
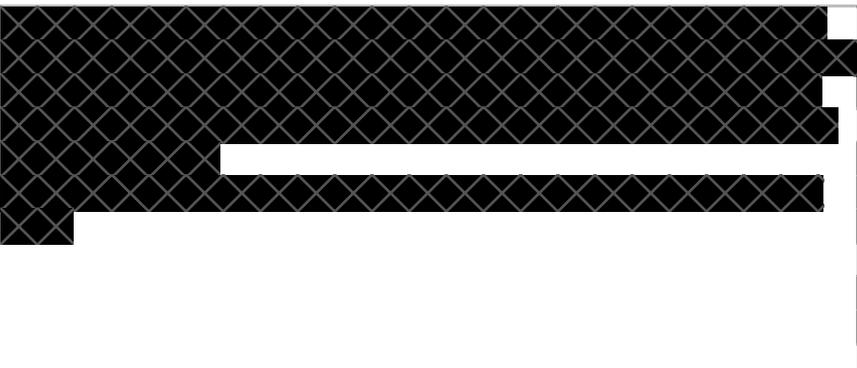
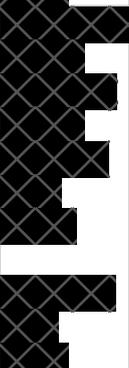
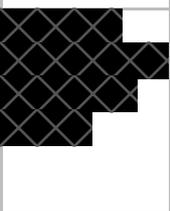
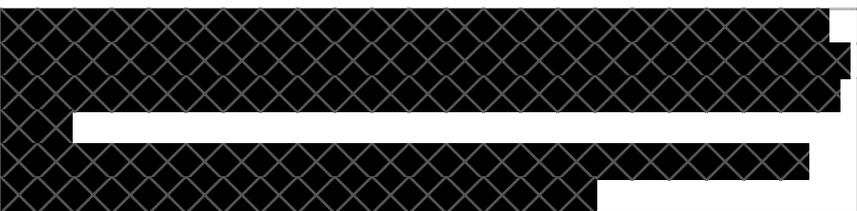
Call-Off Initial Period: 0 Years, 3 Months

Call-Off Contract Value: £2,498,910

**Call-Off Deliverables**

Deliverable	Must contain:	By when
		
		

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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 referred to 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 Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

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**Maximum Liability**



**Call-Off Charges**

1 Fixed Price

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**

All expenses for work delivered within England shall be included within the fixed Charge of £2,498,910. To the extent that the Supplier or any Subcontractor needs to travel outside of England to other devolved administrations (such as Wales, Scotland or Northern Ireland), these expenses shall be subject to Buyer approval, in line with the Buyer expense policy dated March 2022.

**Payment Method**

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



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.

All invoices must be accompanied by confirmation from the Buyers Contract Manager, that the relevant milestone has been delivered in line with the contract.

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.

If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email or in writing to



**Buyer's Invoice Address**

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

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Contact number for all invoice related queries: [REDACTED] Please select Option 5, and then Option 1 between 09:00-17:00 Monday to Friday.

**Buyer's Authorised Representative**

[REDACTED]  
[REDACTED]  
[REDACTED]

United Kingdom Health Security Agency  
Nobel House  
17 Smith Square  
London  
SW1P 3H

**Buyer's Contract Manager**

[REDACTED]  
[REDACTED]

United Kingdom Health Security Agency  
Nobel House  
17 Smith Square  
London  
SW1P 3H

**Buyer's Environmental Policy**

[Environmental and sustainability policy - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/environmental-and-sustainability-policy)

**Buyer's Security Policy**

<https://www.gov.uk/government/publications/security-policy-framework>

**Supplier's Authorised Representative**

[REDACTED]  
[REDACTED]  
[REDACTED]

160 Old Street, London, EC1V9BW

**Supplier's Contract Manager**

[REDACTED]  
[REDACTED]

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

████████████████████

160 Old Street, London, EC1V9BW.

**Progress Report Frequency**

See SOW Reporting Requirements section in the SOW in Annex 1.

**Progress Meeting Frequency**

On the first Working Day of each week.

**Key Staff**

Please see details of Key Supplier Staff in the Statement of Work at Annex 1.

**Key Subcontractor(s)**

Accenture (UK) Limited, a company registered in England and Wales with company registration number 4757301.

Ginkgo Bioworks, Inc, a US company registered in Massachusetts, USA.

London Data Company Limited, a company registered in England and Wales with company registration number 13303209.

**Commercially Sensitive Information**

Supplier's Commercially Sensitive Information shall be: (i) any rate cards or other pricing information of the Supplier or its Subcontractors; (ii) any personal data on Supplier or Subcontractor Staff; and (iii) any other commercial information on the nature of the services being provided, including costings.

**Additional Insurances**

Not applicable.

**Guarantee**

Not applicable.

**Social Value Commitment**

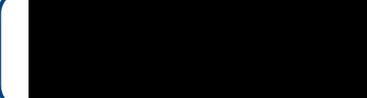
As per the response to ██████████ submitted by the Supplier in the written submission to the RFP dated 12 December 2022.

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)

**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.

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

For and on behalf of the Supplier	For and on behalf of the Buyer
<p>DocuSigned by:  F85F39A75EC94E8...</p> <p>Full Name: </p> <p>Job Title/Role: </p> <p>Date Signed: 09 Feb 2023</p>	<p>DocuSigned by:  43D888CCB7644FC...</p> <p>Full Name: </p> <p>Job Title/Role: </p> <p>Date Signed: 09022023</p>

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

## **Appendix 1**

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

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

**1 Statement of Works (SOW) Details**

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

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 Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

**Date of SOW:** Call-off Contract Signature date

**SOW Title:** SOW 1 for the National Biosurveillance Network Discovery (Ref C113285)

**SOW Reference:** C113285 - NBN Discovery - SOW 1

**Call-Off Contract Reference:** 18513 / UKHSA PRO5687 / C113285

**Buyer:** United Kingdom Health Security Agency

**Supplier:** Faculty Science Limited

**SOW Start Date:** 6 February 2023

**SOW End Date:** 5 May 2023

**Duration of SOW:** 12 weeks plus one mobilisation week (13 weeks total)

**Key Personnel (Buyer):**



**Key Personnel (Supplier):**



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**Subcontractors:**

Accenture (UK) Limited, a company registered in England and Wales with company registration number 4757301.

Ginkgo Bioworks, Inc, a US company registered in Massachusetts, USA.

London Data Company Limited, a company registered in England and Wales with company registration number 13303209.

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**2 Call-Off Contract Specification – Deliverables Context**

**SOW Deliverables Background:**

This SOW covers all deliverables described in the Buyer’s RFP and Supplier’s written response to the RFP dated 12 December 2022.

**Delivery phase(s):** Discovery

**Overview of Requirement:** Discovery report and associated business cases

**3 Buyer Requirements – SOW Deliverables**

**Outcome Description:**

In line with the [REDACTED]:

- [REDACTED]

Product Ref	Product Description	Acceptance Criteria	Due Date
PD01	[REDACTED]	[REDACTED]	[REDACTED]
PD02	[REDACTED]	[REDACTED]	[REDACTED]
PD03a	[REDACTED]	[REDACTED]	[REDACTED]
PD03b	[REDACTED]	[REDACTED]	[REDACTED]
PD03c	[REDACTED]	[REDACTED]	[REDACTED]
PD03d	[REDACTED]	[REDACTED]	[REDACTED]

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	[REDACTED]		[REDACTED]
PD04	[REDACTED]	[REDACTED]	[REDACTED]

**Delivery Plan:**

As per the response to [REDACTED] submitted by the Supplier in the written submission to the RFP dated 12 December 2022.

**Dependencies:**

[REDACTED]

*General*

- [REDACTED]

[REDACTED]

- [REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

- [Redacted]

**Supplier Resource Plan:**  
As per Appendix 2 submitted by the Supplier in the written submission to the RFP dated 12 December 2022.

**Security Applicable to SOW:**  
The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems

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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).

**Cyber Essentials Scheme:**

The Buyer requires the Supplier to have and maintain a Cyber Essentials Plus Certificate for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

**SOW Standards:** N/A

**Performance Management:**

Material KPIs	Target	Measured by
[REDACTED]	[REDACTED]	Programme Governance Board

**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	Employment / Engagement Route (incl. inside/outside IR35)
[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]	[REDACTED]	[REDACTED]

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██████████	██████████	██████████ ██████████	██████████
██████████	██████████	██████████ ██████████	██████████

**SOW Reporting Requirements:**

Further to the Supplier providing the management information detailed in Paragraph 6 of Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1.1	Written report covering the project plan, key risks/issues, status of deliverables	All of the Services being delivered	Weekly to Buyer's Project Director and Contract Manager
1.2	Report covering the contractual delivery of the SOW	All of the Services being delivered	Monthly to Buyer's Project Director and Contract Manager

**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 £2,498,910

The Charges (all exclusive of VAT) shall be paid according to the below charges schedule (ordered by Product). Charges will be authorised by the Programme Governance Board following Product Acceptance by the Product Owner.

Product Ref	Product Description	Due Date	Total
PD01	██████████	██████████	██████████
PD02	██████████	██████████	██████████
PD03a	██████████	██████████	██████████

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PD03b			
PD03c			
PD03d			
PD04			
<b>Total</b>			£2,498,910

**Rate Cards Applicable:**

As per the rate card submitted by the Supplier in the written submission to the RFP ("Attachment 4")

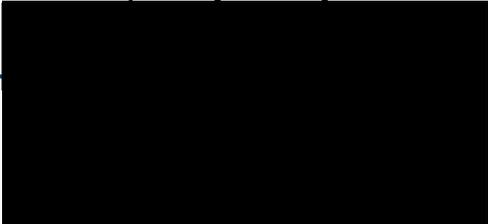
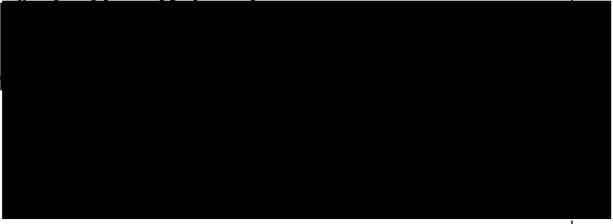
**Reimbursable Expenses:**

See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)

**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:

<b>For and on behalf of the Supplier</b>	<b>For and on behalf of the Buyer</b>
DocuSigned by: 	DocuSigned by: 
Date Signed: 09 Feb 2023	Date Signed: 09022023

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Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

**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:

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>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"> <li>● Business contact details of Supplier Personnel for which the Supplier is the Controller,</li> <li>● Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller.</li> </ul>
Duration of the Processing	For the term of this SOW
Nature and purposes of the Processing	<p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.</p>
Type of Personal Data	Name, email, date of birth, telephone number, images.
Categories of Data Subject	Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers.
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	Where possible each party shall delete all personal data held by the other at the end of this SOW. To the extent reasonably required, each party may retain personal data in accordance with their applicable data retention policy.