

Order Form

Framework agreement reference: SBS / 19 / AB / WAB / 9411

Date of order	04/08/2022	Order Number	DDaT22337 To be quoted on all correspondence relating to this Order
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FROM

Customer	UK Research and Innovation (UKRI)	"Customer"
Customer's Address	UK RESEARCH & INNOVATION (UKRI) Polaris House North Star Avenue Swindon SN2 1FL	
Invoice Address	UK RESEARCH & INNOVATION (UKRI) C/O UK Shared Business Services Ltd Polaris House North Star Avenue Swindon SN2 1FL	
Contact Ref:	Name: [REDACTED] Address: UK RESEARCH & INNOVATION (UKRI) Polaris House North Star Avenue Swindon SN2 1FL e-mail: [REDACTED]	

TO

Supplier	Softcat PLC	"Supplier"
Supplier's Address	Fieldhouse Lane SL7 1LW Marlow Buckinghamshire United Kingdom	
Account Manager	Name: [REDACTED] Address: Fieldhouse Lane SL7 1LW Marlow Buckinghamshire United Kingdom Phone: [REDACTED] e-mail: [REDACTED]	

1. TERM**(1.1) Commencement Date**

The contract shall commence on the 4th of August 2022.

(1.2) Expiry Date

The Contract shall expire on the 31st of January 2024.

2. GOODS AND SERVICES REQUIREMENTS**(2.1) Goods and/or Services****Services -**

This is for the purchase of [REDACTED] Dogma Consultancy [REDACTED] as per Phase One of the UKRI Dogma Services – [REDACTED] – Updates v2.

[REDACTED]
[REDACTED]
[REDACTED]

(2.2) Premises

Services to be carried out remotely on behalf of UKRI

(2.3) Lease/ Licenses

N/A

(2.4) Standards

N/A

(2.5) Security Requirements**Security Policy**

N/A

Additional Security Requirements

N/A

Processing personal data under or in connection with this contract

Refer to Schedule 1 – Data Processing

(2.6) Exit Plan (where required)

Any Operational documents and assets created as part of the contract shall be transferred to UKRI on completion of works or as otherwise agreed with the customer.

(2.7) Environmental Plan

N/A

3. SUPPLIER SOLUTION**(3.1) Supplier Solution**

Phase 1 – Please refer to Schedule 2 - Works Order for Phase 1.

Statement of works/work orders for Phases 2 and 3 are to be defined at agreed intervals between supplier and customer. These will be managed through call-offs against this contract and the overall value of this contract shall not exceed £840,000.00 excluding VAT.

(3.2) Account structure including Key Personnel

Key Personnel:

- [REDACTED] – UKRI Project Manager - [REDACTED]
- [REDACTED] – Product Owner - [REDACTED]

Escalations:

- [REDACTED] – UKRI Data Programme Manager - [REDACTED]

(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods

Supplier Name: Dogma Group Ltd.

Address:

483 Green Lanes
London
N13 4BS

Key Personnel:

- [REDACTED] - Dogma Group - [REDACTED]
- [REDACTED] – Dogma Group Product Owner - [REDACTED]

Escalations:

- [REDACTED] – Dogma Group - [REDACTED]

(3.4) Outline Security Management Plan

N/A

(3.5) Relevant Convictions

N/A

4. PERFORMANCE QUALITY**(4.1) Key Performance Indicators**

To be confirmed for Phases 2 and 3 as required.

(4.2) Service Levels and Service Credits

To be confirmed for Phases 2 and 3 as required.

If the level of performance of the Supplier during the Contract Period:

- (i) fails to achieve a Service Level in respect of each element of the Service, then the Customer shall be entitled to deduct the Service Credits from the Contract Price; and/or
- (ii) constitutes a Critical Service Failure, the Customer shall be entitled to terminate this Contract.

5. PRICE AND PAYMENT

(5.1) Contract Price payable by the Customer in accordance with the commercial schedule set out in the framework agreement (including applicable discount but excluding VAT), payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS))

The total value of Phase 1 will not exceed £231,000.00 excluding VAT.

The value of Phases 2 and 3 are to be confirmed once objectives and milestones have been defined and agreed.

The total value of this contract will not exceed £840,000.00 excluding VAT.

(5.2) Invoicing and Payment

The Supplier shall issue invoices on completion of the agreed milestones as below. The Customer shall pay the Supplier within thirty (30) days of receipt of a valid and undisputed invoice, submitted in accordance with this paragraph 5.2, the payment profile set out in paragraph 5.1 above and the provisions of the Contract.

Please ensure that the Purchase Order number (TBC) and reference DDaT22337 is quoted on all invoicing. Invoices to be submitted to: UKRI C/O UK Shared Business Services, Polaris House, Swindon, Wiltshire, SN2 1FL. Emails sent to: finance@uksbs.co.uk.

6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES

(6.1) Supplemental requirements

N/A

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide the Goods and/or Services. The Parties hereby acknowledge and agree that they have read the NHS Conditions of Contract for purchase of goods and/or Services and by signing below agree to be bound by the terms of this Contract.

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	

For and on behalf of the Customer:

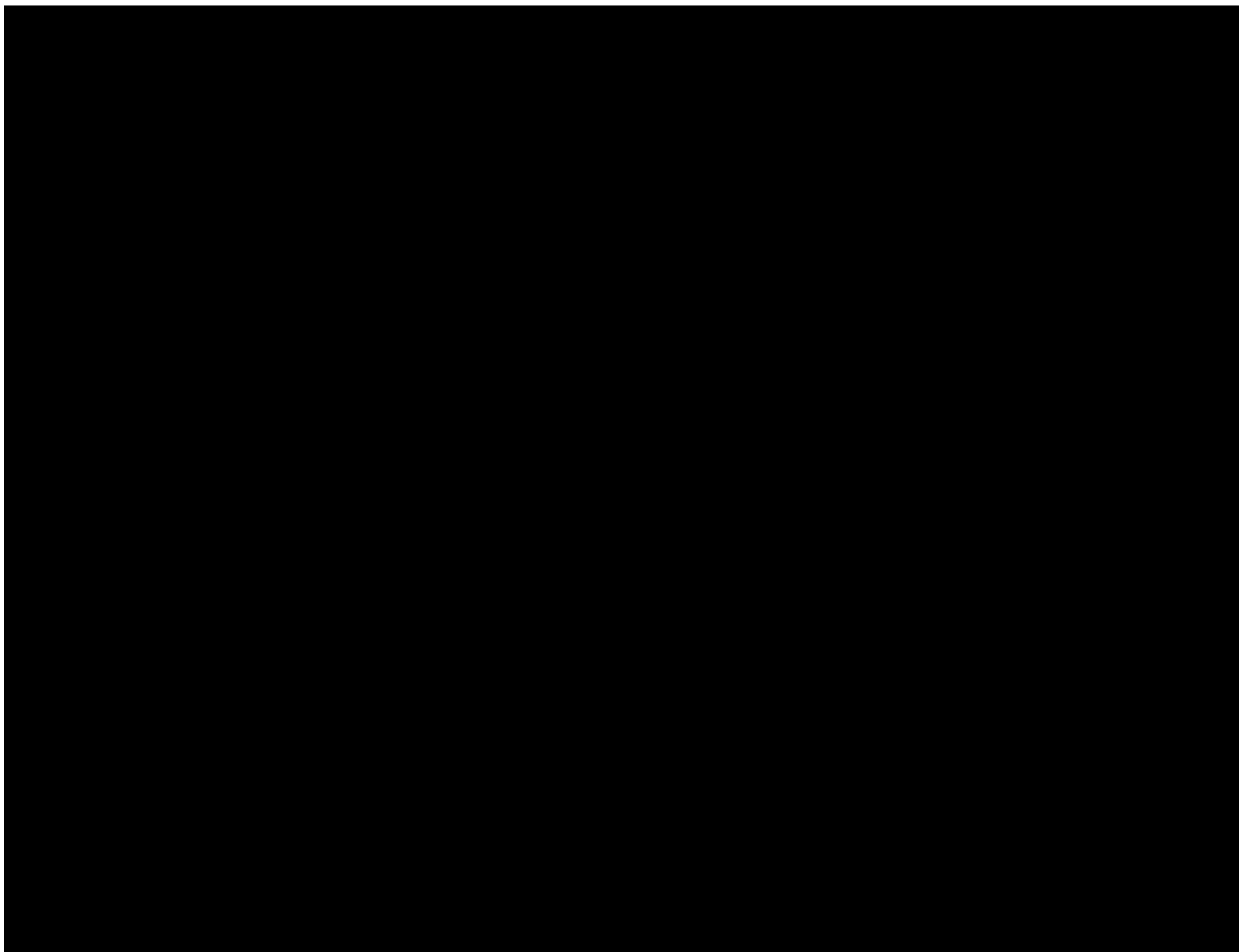
Name and Title	
Signature	
Date	

Schedule 1 - Data Processing

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller, and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller, and the Supplier is the Processor of the following Personal Data:</p> <p><i>This applies to all categories of personal data in this Annex.</i></p> <p><i>All personal data collected to allow for engagement tracking and management in order to provide data reporting and improve insights into activity will be processed on UKRI systems – and will apply all policies relating to UKRI Data Security, Cyber Security, GDPR, Data Management, and platform operating procedures</i></p> <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ol style="list-style-type: none">1 Business contact details of Supplier Personnel for which the Supplier is the Controller,2 Business contact details of any directors, officers, employees, agents, consultants, and contractors of the Relevant Authority engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller.
Duration of the Processing	01/08/2022-31/01/2024
Nature and purposes of the Processing	<i>Data is to be collected to allow for engagement tracking and management in order to provide data reporting and improve insights into activity. Data access and access to the system will</i>

	<i>be managed in order to ensure that an audit trail can be provided and that only access to the data is securely managed.</i>
Type of Personal Data	
Categories of Data Subject	<i>External stakeholders within the Research and Innovation communities, including links in to the [REDACTED], and [REDACTED], which may include Supplier details</i>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<i>No data will be transferred to the suppliers IT systems. All personal data will be processed on UKRI systems</i>

Schedule 2 – Works Order for Phase 1



Schedule 3 – Statement of Work



UKRI Dogma Services
- Work Order One - U