

Order Form

Framework agreement reference: SBS/17/SG/ZMC/9266

– Lot One

Date of order	11.11.21	Order Number	C52343 To be quoted on all correspondence relating to this Order
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FROM

Customer	Health Education England	"Customer"
Customer's Address	Blenheim House, Duncombe Street, Leeds, LS1 4PL	
Invoice Address	T73 Payables F485 Phoenix House, Topcliffe Lane Wakefield West Yorkshire, WF3 1WE	
Contact Ref:	Name: [REDACTED] Address: Blenheim House, Duncombe Street, Leeds, LS1 4PL Phone: 07776376880 e-mail: [REDACTED] Fax: N/A	

TO

Supplier	Grant Thornton UK LLP	"Supplier"
Supplier's Address	30 Finsbury Square London EC2A 1AG	
Account Manager	Name: [REDACTED] Address: 30 Finsbury Square, London EC2A 1AG Phone: +44 (0)20 7728 2833 e-mail: [REDACTED]	

GUARANTEE

Guarantee to be provided	No
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Where a guarantee is to be provided then this Contract is conditional upon the provision of a Guarantee to the Customer from the Guarantor in respect of the Supplier. Details of the Guarantor (if any) are set out below:

[Parent Company]	N/A	"Guarantor"
Parent Company address	[REDACTED]	
Account Manager	Name: [REDACTED] Address: [REDACTED] Phone: [REDACTED] e-mail: [REDACTED] Fax: [REDACTED]	

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

The Contract shall commence upon signature of this Order Form by both Parties. Service Commencement shall be 1st December 2021.

(1.2) Expiry Date

The Contract shall expire on 1st April 2022

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

Goods – N/A

Service Profile – For the provision of analytical and evidence insight support of Health Education England's Call for Evidence as detailed in the below Specification.



Specification GT
Consult 18 Framework

Order Value **£160.000 (inc VAT and all applicable charges and expenses)**

Optional Services

Collection and recycling

Paper catalogue Secure

Collection

☐
☐
☐
(2.2) Premises

N/A

(2.3) Lease/ Licenses

N/A

(2.4) Standards

N/A

(2.5) Security Requirements

Processing of Personal Data shall not form part of the Services required.

(2.6) Exit Plan (where required)

N/A

(2.7) Environmental Plan

N/A

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

The Supplier Solution will be outlined and agreed by both Parties for the fulfilment of the Specification as outlined in Section 2.

(3.2) Account structure including Key Personnel

Key Personnel: The Core Team to be utilised is listed below, this is utilising the submission from the prior award to the Provider for the initial phase of this project.

GT%20-%20HEE%20
-%20Appendix%201

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

ACADEMIC HEALTH SOLUTIONS,
8-10 Great George Street, London, SW1P 3AE,
<https://www.academichealthsolutions.com>

(3.4) Outline Security Management Plan

Personal Data shall not be shared as part of this provision. Should the supplier happen upon any personally identifiable data in the course of their analysis they will immediately redact it in accordance with GDPR protocols and inform the Customer Contract Manager.

(3.5) Relevant Convictions

N/A

A Relevant Conviction is a Conviction that is relevant to the nature of the Services to be provided

(3.6) Implementation Plan

N/A



4. PERFORMANCE QUALITY

(4.1) Key Performance Indicators

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These tables show the high-level key KPIs but should not be considered as exhaustive and may be

FINANCE & ACCOUNTING

PROCUREMENT

EMPLOYMENT SERVICES

PRIMARY CARE SERVICES

above.

Activity	Deliverable
Analytical and evidence insight support – Grant Thornton interim report	Production of Grant Thornton interim report by 14 January 2022, which builds on the baseline 30 November 2021 report, evidence from the second deliberative event, and any further insights.
Analytical and evidence insight support – Grant Thornton final report	Production of Grant Thornton final report by 25 February 2022, which builds on the interim report above and is informed by the third deliberative event and any further insights.
Attendance and delivery of bespoke materials for stakeholder engagement events.	Attendance, delivery of high-quality presentations and bespoke material for requested stakeholder events/meetings, being the specified deliberative events and roundtables listed in Section 4 of the specification embedded above. Deliberative events will also be attended by Academic Health Solutions as expert subcontractors.

	Attendance and support at internal HEE meetings and advisory role in event design.	Attendance and engagement at the weekly deliberative event design meeting, bi-weekly Trilateral Oversight Group, monthly Strategic Oversight Group, and ad hoc event design meetings for both deliberative and non-deliberative events.	
	Final HEE product development support	Providing critical support in the development of HEE's final product(s), providing evidence-based challenge on content, advice on design and how to best use the analytical and evidence insight work completed by the supplier, and production of high-quality useable content (e.g. infographics/graphs/images) by 1 April 2022.	

(4.2) Service Levels and Service Credits

When providing the Goods and/or Services, the Supplier shall as a minimum ensure that it achieves the following service levels:

Service Level	Description	Service Credit Calculation	Critical Service Failure
As Above			

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

(5.1) 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 amount payable for the fulfilment of the Services shall be £160,000 inclusive of VAT. This is a fixed price and will be paid in four equal monthly instalments of £40,000 inclusive of VAT from December 2021 to March 2022.

(5.2) Invoicing and Payment

The Supplier shall issue invoices monthly in arrears. The Customer shall pay the Supplier within thirty (30) days of receipt of a Valid 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.

6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES

(6.1) Supplemental requirements

INTELLECTUAL PROPERTY:

In precedence to any which term outlined within the Call Off Terms, the Supplier confirms and agrees that all Intellectual Property Rights in and to the deliverables, material and any other output developed by the Supplier as part of the Services in accordance with the Specification and Tender Response Document, shall be owned by the Customer.

In the course of providing the Services, we may prepare one or more financial models. For the avoidance of doubt, this financial modelling work and resultant financial models will be prepared as part of our internal working papers solely to allow us to fulfil the requirements of the Services. It is not intended that this work, or any such models, will be relied on by any third party.

Should you wish to have a copy of any models we produce, we would be happy to make a copy available on the basis that you use it entirely at your own risk and that we accept no liability in respect of any reliance you may place on such models or any output arising from your use. Should we agree to release copies of any models we produce, they will only be released subject to receipt of a signed hold harmless letter.

Subject to below, all work product delivered by the Supplier to the Customer in relation to the provision of analytical and evidence insight support of Health Education England's Call for Evidence prior to the Commencement Date outlined above will be subject to the terms and conditions of the previous contract with order number C43299 and dated 07 September 2021 (the Previous Contract). All work product delivered by the Supplier post the Commencement Date will be subject to the terms and conditions of this Contract. However the liability cap of £1 million defined in clause 13.5 of the Call Off terms of this Contract will be deemed as the aggregate liability cap for all work undertaken by the Supplier in relation to the provision of analytical and evidence insight support of Health Education England's Call for Evidence to apply to every claim even if that claim arose prior to the Commencement Date.

Where, in the course of performing our agreed scope of work, we assist the Customer in drafting materials which are Customer documents, i.e. the development of HEE's final product(s), this will not contain Grant Thornton branding and the directors of the Customer will be responsible for reviewing drafts of the Customer documents prior to finalisation, and for approving the Customised Documents for formal adoption by the Customer.

It is noted that the detailed scope of work in relation to the provision of analytical and evidence insight support of Health Education England's Call for Evidence and the Supplier's role and that of our subcontractor Academic Health Solutions in delivering the Services will be jointly agreed in the monthly planning meetings per the specification embedded above. Key changes to the specification will be agreed between the parties and minuted.

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	Grant Thornton UK LLP	Head of Health and Life Science Consulting
Signature		
Date	2/12/2021	

For and on behalf of the Customer:

Name and Title	
Signature	
Date	11/11/21