

Call-Off Reference: D&T10865

SoW Reference: SoW001

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

Order Form

Call-Off Reference: **D&T10865**

Call-Off Title: **Technology Portfolio Client-side Partner**

Call-Off Contract Description: **Provision of Technology Portfolio Client-side Partner**

The Buyer: **Secretary of State for Health and Social Care acting as part of the Crown through the UK Health Security Agency**

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

The Supplier: **Informed Solutions Limited**

Supplier Address: **The Old Bank, Old Market Place, Altrincham, Cheshire, WA14 4PA**

Registration Number: **02755304**

DUNS Number: N/A

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 08/09/2023.

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes 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) RM1043.8
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.8
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.8
 - Joint Schedule 12 (Supply Chain Visibility)

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- Call-Off Schedules for RM1043.8
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)

 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
 - Call-Off Schedule 15 (Call-Off Contract Management)

 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 25 (Ethical Walls Agreement)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)

5 CCS Core Terms (version 3.0.11)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8

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:

Joint Schedule 3 (Insurance Requirements) Annex: (Required Insurances) shall be deleted and replaced with:

*“The Supplier shall hold the following insurance cover from the Call-Off Start Date:
 1.1 professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds sterling (£10,000,000);
 1.2 public liability and products insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds sterling (£10,000,000); and*

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1.3 employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than ten million pounds sterling (£10,000,000)".

Special Term 2:

The Core Term (version 3.0.11) is amended as follows:

Clause 10.2.2 (Ending the Contract without a reason) of the Core Terms shall be deleted and replaced with:

"10.2.2 Each Buyer has the right to terminate their Call-Off Contract or any Statement of Work at any time without reason by giving the Supplier not less than:

(a) 15 days for a Statement of Work; or

(b) 30 days for the Call-Off Contract,

written notice and if it is terminated Clause 10.6 shall apply. Without prejudice to Clause 10.2.3, the Buyer shall have no liability in respect of any costs incurred by the Supplier arising from such termination."

Special Term 3:

The Core Term (version 3.0.11) is amended as follows:

A new Clause 10.2.3 shall be inserted as follows:

"10.2.3 The Parties acknowledge and agree that the:

(a) Buyer's right to terminate under Clause 10.2.2 is reasonable in view of the subject matter of the Call-Off Contract and the nature of the Deliverables being provided.

(b) Call-Off Contract Charges paid during the notice period given by the Buyer in accordance with Clause 10.2.2 are a reasonable form of compensation and are deemed to fully cover any avoidable costs or losses incurred by the Supplier which may arise (directly or indirectly) as a result of the Buyer exercising the right to terminate under Clause 10.2.2."

Special Term 4:

The Core Term (version 3.0.11) is amended as follows:

Clauses 10.6.1 (What happens if the Contract ends), **(a) and (e)** shall be deleted and replaced with:

"10.6.1 Where the Party terminates a Contract or, where applicable, terminates any Statement of Work, under Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:

(a) the Buyer's payment obligations under the terminated Contract or terminated Statement of Work stop immediately.

(e) the Supplier must promptly return any of the Buyer's property (including Government Data) provided under the terminated Contract or terminated Statement of Work."

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Special Term 5:

The Core Term (version 3.0.11) is amended as follows:

Clause 11.2 (How much you can be held responsible for) shall be deleted and replaced with:

“11.2 The:

(a) Buyer’s total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the lesser of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form

(b) Supplier’s total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the lesser of; £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form.”

Call-Off Start Date: **11th September 2023**

Call-Off Expiry Date: **10th September 2025**

Call-Off Initial Period: **Two (2) Years**

Call-Off Optional Extension Period: **One (1) Year**

Minimum Notice Period for Extensions: **One (1) Month**

Call-Off Contract Value: **£7,200,000.00 (Seven-million and two-hundred thousand pounds sterling).**

Call-Off Deliverables

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

The Buyers Technology Business Partnering Civil Service leadership team will provide leadership, direction, planning, prioritisation, assurance and acceptance of Supplier Call-Off Deliverables, Statements of Work (as incorporated into this Call-Off Contract) Deliverables and Outcomes and Supplier staff/resources (i.e. the Supplier will provide resources that will work under the direction and management of the Buyer’s leadership team). The Buyer and Supplier will work together during the mobilisation of individual Statements of Work to agree a suitable approach for monitoring and verifying that the specified Deliverables and any applicable working practices are being met and adhered to.

Warranty Period

Not applicable.

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:

*UKHSA Strategy and Guidance documents as provided by the Buyer; and

*WCAG2.1 (Accessibility) [[WCAG 2 Overview](#) | [Web Accessibility Initiative \(WAI\)](#) | [W3C](#)].

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Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials 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 Call-Off Special Terms 5.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

[REDACTED]

Call-Off Charges

The below listed Charging methods are to be used in each Statement of Works during the Call-Off Contract Period. These Charging methods are incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy).

- 1 Capped Time and Materials (CTM)
- 2 Incremental Fixed Price
- 3 Time and Materials (T&M)
- 4 Fixed Price
- 5 A combination of two or more of the above Charging methods.

Where non-UK Supplier Staff (including Subcontractors) are authorised by the Buyer to provide any element of the Deliverables under this Call-Off Contract, the applicable Daily Rate Offshore resources rates in Call-Off Schedule 5 (Pricing Details and Expenses Policy) shall apply 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.

All changes to the Charges must use procedures that are equivalent to those in Paragraph 4 in Framework Schedule 3 (Framework Prices).

Reimbursable Expenses

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

Payment Method

Monthly in arrears by BACs or alternative payment method as agreed between the Buyer and the Supplier. Submitted invoices must be accompanied by supporting information including: • completed timesheets for amounts set out in the relevant invoice; and • such other information as the Buyer (acting reasonably) may require in order to verify the invoiced amounts.

Buyer's Invoice Address

payables@UKHSA.gov.uk

Call-Off Reference: D&T10865

SoW Reference: SoW001

Accounts Payable;

UK Health Security Agency,

Manor Farm Road, Porton Down,

Salisbury, SP4 0JG

UKHSA VAT No: GB888851648 Contact number for all invoice related queries: 0303 123 1177. Please select Option 5, and then Option 1

Buyer's Authorised Representative

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

UK Health Security Agency, 5th floor

10 South Colonnade

London

E14 4PU

Buyer's Environmental Policy

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

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

Buyer's Security Policy

Appended at Call-Off Schedule 9 (Security)

Supplier's Authorised Representative

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Informed Solutions, The old Bank, Old Market, Altrincham, Cheshire, UK WA14 4PA

Supplier's Contract Manager

[REDACTED]

[REDACTED]

[REDACTED]

Call-Off Reference: D&T10865

SoW Reference: SoW001

[Redacted]
Informed Solutions, The old Bank, Old Market, Altrincham, Cheshire, UK WA14 4PA

Progress Report Frequency

Fortnightly - as defined under Material KPI's.

Progress Meeting Frequency

Monthly. Specific details to be agreed between the Buyer and the Supplier.

Key Staff

[Redacted]
Informed Solutions staff member

All staff have contracts of employment with Informed Solutions and there is no requirement to issue a Status Determination Statement for IR35 purposes

[Redacted]
Outside IR35 with a Status Determination Statement

Key Subcontractor(s)

N/A

Commercially Sensitive Information

The Suppliers response to the Buyers procurement for D&T10865 comprising i) the Technical Competence, Social Value and Cultural Fit, ii) the CV's of key Supplier staff and iii) the Pricing Schedule elements of the Buyers response.

Balanced Scorecard

See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

Material KPIs

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard):

Material KPIs	Target	Measured by
[Redacted]	[Redacted]	[Redacted]

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<div>[REDACTED]</div>		
<div>[REDACTED]</div>	<div>[REDACTED]</div>	<div>[REDACTED]</div>

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Service Credits

Not applicable.

Additional Insurances

Not applicable.

Guarantee

Not applicable

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).

Statement of Works

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute 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.

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SoW Reference: SoW001

For and on behalf of the Supplier:

DocuSigned by:

EF3B4A133F924B1...

Full Name:

Job Title/Role:

Date Signed:

08/09/2023

For and on behalf of the Buyer:

DocuSigned by:

Full Name:

Job Title/Role:

Date Signed:

11092023

Call-Off Reference: D&T10865

SoW Reference: SoW001

Statement of Work – Client-side Partner

1 Statement of Work (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: 08 September 2023

SoW Title: Centre for Climate and Health Security Service (CCHS) Discovery

SoW Reference: SoW001

Call-Off Contract Reference: D&T10865

Buyer: The Secretary of State for Health acting as part of the Crown through the UK Health Security Agency (UKHSA)

Supplier: Informed Solutions, The Old Bank, Old Market Place, Altrincham, Cheshire, UK, Wa14 4PA

SoW Start Date: 18 September 2023

SoW End Date: 1 December 2023

Duration of SoW: As per dates stated above.

Key Personnel (Buyer): [REDACTED]

Key Personnel (Supplier): [REDACTED]

Subcontractors: N/A

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2 Call-Off Contract Specification – Deliverables Context

SoW Deliverables Background:

The Centre for Climate and Health Security (CCHS) is commissioned by UKHSA to lead our efforts to protect health in the context of a changing climate and provide a focus for partnerships and collaborations with academia, local authorities and other public sector organisations.

CCHS will add real value to our partners and colleagues, offering scientific advice and support to ensure that the impacts of climate change are considered and embedded in the design and delivery of climate change policies across local and national government and with international partners.

To ensure these will work in practice in all settings, CCHS will engage with local and national government colleagues to ensure that the organisation provides useful and usable resources that can inform decision-making. Using UKHSA's links locally, nationally and internationally, CCHS will increase awareness of the impacts of climate change on public health, build the evidence base and then mobilise it to inform policy development.

Key outcomes are:

- 1) The completion of a GDS (Government Digital Service) compliant Discovery Phase. This is referred to throughout this Statement of Work as the Discovery Phase.

The GDS Service Manual can be found via: [How the Discovery Phase works - Service Manual - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/how-the-discovery-phase-works-service-manual)

- 2) An objective assessment of the success of the Discovery Phase and the agreement that the Discovery Phase is complete via the *Discovery Completion Gate*.
- 3) The Buyer is able to make an objective and informed decision towards whether or not they proceed to the Alpha Phase.

Delivery phase(s): Discovery

Overview of requirement:

The Buyer has defined that their goal for this Discovery Phase is to work out whether to move forward to an Alpha phase. Running an Alpha phase means that the Buyer has been able to decide that the benefits of looking further into the problem outweigh the costs.

The Buyer has defined the problem to be addressed by this Discovery Phase as: *On behalf of the Centre for Climate and Health Security (CCHS), to conduct a full Discovery for an external facing website / service to show climate, health and geographical metrics, including a chat forum and training resources.*

The Approach towards this Discovery phase:

The Parties have agreed to conform to the published GDS standard for Discovery phases, deviating from the standard, where it makes sense to do so, only by agreement.

The Parties recognise that any one Discovery Phase will be unique and is likely to identify factors previously unknown, or known factors where complexity is not yet fully understood. These may be organisational, solution-based, situational, or other factors.

These factors will become apparent once the Discovery Phase has commenced and may impact one or more of: the Discovery timescales, the resources required for Discovery, the

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information and insight required for Discovery, or the value that can be delivered through Discovery.

On this basis, flexibility is important, in terms of both the approach, also in terms of committing and consuming the Supplier and Buyer resources required.

For a successful Discovery Phase, it is critical that:

- Appropriate contingency is included within the timeline
- Progress is measured objectively throughout the Discovery
- How, when, and by whom decisions are made in respect of how to proceed with the Discovery are clear and agreed in advance of the commencement of the Discovery

The timescale for this Discovery:

The GDS standard does not have a set time period for a Discovery, but around four to eight weeks is typical. The GDS guidance is to let the purpose of your discovery dictate how long you spend on it.

A 10-week duration has been scheduled for this Discovery Phase.

Weeks 9 and 10 offer an appropriate level of contingency for the “unknown unknowns” factors described above. These are the most critical findings for a Discovery Phase.

The Supplier Discovery team:

The Discovery team is a blended multi-disciplinary team, which is inclusive of Product Management, Service Design, Research and Architecture, in accordance with the GDS standard. The Supplier roles will work with the Buyer Product Manager and Delivery Manager.

These roles allow for a holistic approach to understanding user needs, identifying opportunities for service improvement, defining product requirements and ensuring technical feasibility:

- Delivery Manager (Buyer Role)
Responsible for setting up agile working, removing obstacles or ‘blockers’ to progress, delivery planning, progress reporting, RAID and escalation management.
- Product Manager (Supplier Role)
Responsible for defining the goals and product vision for services and prioritising the work of the team.
- Service Designer (Supplier Role)
Responsible for designing and improving services with a focus on the end-to-end customer journey and user needs, using a range of research and design methods.
- User Researcher (Supplier Role)
Responsible for conducting research studies to gain insights into user behaviour, preferences, and needs, and use the results to inform design decisions.
- Technical Architect (Supplier Role)
Responsible to understand potential technical scope, needs and constraints and to assess availability of re-usable solutions or need for acquisition of new technology informing optimal route to customer value post-discovery.

These roles will be deployed as per section 4 of this SOW for the first four weeks of the Discovery Phase.

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Thereafter, the Buyer and Supplier shall review the commitment of Buyer and Supplier resources as described below.

Decision-making through Discovery:

Changes to the duration of the Approval and Discovery Phase and changes to the Buyer and Supplier resources committed will be strictly by agreement only.

The progress and integrity of the Discovery Phase shall be reviewed between the Parties on a regular basis throughout the Discovery Phase through *checkpoint reviews*.

Checkpoint reviews shall be held on a fortnightly basis throughout the execution of the Delivery Phase. They shall be comprised of senior Buyer and Supplier stakeholders and shall consider status reports produced weekly by the Buyer, with input from the Supplier that consider performance indicators, such as: progress made versus plan, levels of stakeholder engagement, access to subject matter expertise, availability of requisite information, and levels of risk (towards successfully completing the Discovery Phase).

Terms of reference for checkpoint reviews shall be established and agreed during the first week of the Discovery Phase and agreed between The Parties at the first checkpoint review meeting.

The checkpoint reviews at the end of weeks four and six shall have a specific focus upon making decisions in respect of whether, or how, to proceed further with the Approval and Discovery Phase.

One of the following decisions shall be agreed between The Parties:

1) Proceed As Is

Proceed without changes to the duration of the Discovery Phase, or to the Supplier and Buyer resources committed

2) Ramp Up

Proceed without changes to the duration of the Discovery Phase and introduce additional Supplier and/or Buyer Resources

3) Ramp Down

Proceed without changes to the duration of the Discovery Phase and reduce the Supplier and/or Buyer Resources

4) Proceed Differently

Change the duration of the Discovery Phase and / or change the Supplier and Buyer resources committed

5) Close-down

Bring the Discovery Phase to a controlled close

In the event that a decision made changes to one or more of: the Discovery Phase timescale, the cost of the Discovery Phase, the deliverables that can be produced (or the deliverables acceptance criteria) or the outcomes that can be delivered during this Discovery Phase, The Parties shall follow the Change Control process.

The decision to agree that the Discovery Phase is complete is described further below (Discovery Phase Completion).

Changing the Supplier resources during the Discovery Phase:

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The Parties agree that there shall be no reduction to the Supplier resources defined within this Statement of Work during the first four weeks of the Discovery Phase.

- 1) Where the Supplier is requested by the Buyer to add or extend Supplier resources during this Discovery Phase, the Supplier shall use reasonable endeavours to meet the Buyer requirement within two weeks of receiving a written request.
- 2) The Buyer will provide a two weeks' notice to the Supplier of their intention to exit Supplier resource from the Discovery Phase.

The Supplier shall use reasonable endeavours to mitigate the cost of Supplier resources that the Buyer chooses to exit. The Buyer shall not be liable for any additional costs in replacing the Supplier resources during the duration of the SoW.

Where a Supplier resource is replaced during the SoW, the Supplier will ensure sufficient Knowledge Transfer between these Supplier resources at the Suppliers expense, so as to not disadvantage the Buyer.

- 3) The Buyer may request to reduce the level of commitment (i.e. days worked per week) of Supplier Resources.

The Supplier shall use reasonable endeavours to meet such Buyer requests.

Time recording:

The Supplier shall provide the Buyer with Work In Progress Days (WIPD), which are days as initially reported by individual Supplier staff as having worked on a SOW prior to assurance and reconciliation checks by the Suppliers Finance Team, worked by each of the Supplier resources on a weekly basis throughout the Discovery Phase. This shall be provided before noon on the first working day of each subsequent week.

As the WIPD weekly report will contain summarised initial timesheet data recorded in full or half days submitted by Supplier staff, it will be subject to monthly assurance and reconciliation checks by the Suppliers Finance Team prior to final invoicing. Any changes required from monthly assurance and reconciliation checks will be confirmed in the Suppliers final monthly invoices.

The Buyer shall review and approve (or query) the WIPD worked data provided by the Supplier, by the close of business on the day that the data is provided by the Supplier.

Discovery Phase completion:

In accordance with the GDS standard: your Discovery is finished when you've decided whether or not you want to move on to Alpha.

There will be a Discovery Completion Gate scheduled for the end of week eight of the Discovery Phase. This is where the Parties objectively assess and agree that the Discovery Phase is complete.

The Discovery Completion Gate Terms of Reference shall be established and agreed during the first week of the Discovery Phase and agreed between The Parties at the first checkpoint review meeting.

The Discovery Completion Gate may be re-scheduled by the Parties by agreement.

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3 Buyer requirements – SoW deliverables**Deliverables and outcomes:**

Milestone Ref	Milestone Description	Acceptance Criteria	Definition of Done	Due Date
D01	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
D02	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]ber 2023
D03	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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D05	<div></div>	<div></div>	<div></div>	<div></div>
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			Gate)	
D07				
D08				
D10				
D11				

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Delivery Plan:

Constraints:

1. The Parties have agreed to conform to the published GDS standard for Discovery phases, deviating from the standard, where it makes sense to do so, strictly by agreement only.
2. If a Supplier resource is also engaged by the Buyer in respect of outcomes in respect of a different service, the Buyer will prioritise the deliverables and outcomes of this Discovery Phase above all other outcomes.
3. The Parties recognise that the Supplier may be unable to provide resources for this Discovery Phase on a “part time” basis (i.e. on the basis of the resource working less than 5 days per week).

Dependencies:

The Supplier outcomes and deliverables are dependent upon the Buyer in the following regards:

1. Provision of a dedicated Buyer contact to ensure that the Buyer stakeholders for this Discovery Phase are identified and engaged throughout this Discovery Phase.
2. Provision of a dedicated Buyer contact to ensure that the Buyer subject matter experts (SMEs) required for this Discovery Phase are identified and engaged throughout this Discovery Phase.
3. Buyer stakeholder engagement:
 - a. Buyer provision of informed and empowered stakeholders to attend each checkpoint review.
 - b. Buyer stakeholders to provide steerage throughout the Discovery Phase.
 - c. Buyer stakeholders to contribute towards timely decision-making throughout the Discovery Phase.
 - d. Buyer provision of informed and empowered stakeholders to attend the discovery completion gate.
4. The Buyer shall schedule each of the checkpoint reviews, the Discovery completion gate, and any other reviews agreed between The Parties.
5. Buyer to complete Data Protection Impact Assessment for Discovery Phase research activity to detail the storage of research data.
6. Buyer Subject Matter Expertise:
 - a. Buyer provision of SMEs who are required to support, facilitate, or achieve the outcomes of this Discovery Phase (to work collaboratively within a blended multi-disciplinary team).
 - b. The Buyer shall ensure that the Supplier has access to Buyer subject matter expertise covering clinical, scientific, operational, policy and other key skills unique to the problem statements being tackled by this Discovery Phase.
 - c. Buyer to ensure that SMEs can commit the time (i.e. days per week) required for this Discovery Phase.
 - d. Buyer to ensure that SMEs take ownership of actions / outcomes and complete those actions in a timely manner.
7. For each of the Supplier resources the Buyer shall provide:

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- a. UKHSA user accounts
 - b. Access to UKHSA email
 - c. Access to UKHSA collaboration tools (such as Microsoft Teams, Confluence, and JIRA)
 - d. Access to a CCHS Discovery 'Project' file share for the purpose of Discovery (for example, SharePoint).
 - e. Standard UKHSA orientation (induction)
8. Continued provision of the Buyer roles (Delivery Manager) throughout this Discovery.

Supplier Resource Plan:

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.

Cyber Essentials Scheme:

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

SoW Standards:

N/A

Performance Management:










[Insert details of Material KPIs that have a material impact on Contract performance]

Material KPIs	Target	Measured by
1) [REDACTED]	[REDACTED]	[REDACTED]
2) [REDACTED]	[REDACTED]	[REDACTED]

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	  the agreed budget.	
3) 		
4) 		
5) 		
6) 		
7) 		
8) 		

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.

[Annex 1 – of Joint Schedule 11 \(Processing Data\) and relevant DPIA will be embedded here:](#)

[\[HERE\]](#)

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Key Supplier Staff:

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)
Service Designer	[REDACTED]	[REDACTED]	[REDACTED] contract of employment

SoW reporting requirements:

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	[REDACTED]	[REDACTED]	[REDACTED]

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4 Charges**Call-off contract charges:**

The applicable charging method(s) for this SoW is:

- Capped Time and Materials

Weeks 1 – 4:

#	Staff Name	Role	SFIA	Daily Rate - UK based resources (£ exc. VAT)	Days	Fee
1	[REDACTED]	[REDACTED]	1	[REDACTED]	1	[REDACTED]
2	[REDACTED]	[REDACTED]	1	[REDACTED]	1	[REDACTED]
3	[REDACTED]	[REDACTED]	1	[REDACTED]	1	[REDACTED]
4	[REDACTED]	[REDACTED]	1	[REDACTED]	1	[REDACTED]
						[REDACTED]

Week 5 and onwards

#	Staff Name	Role	SFIA	Daily Rate - UK based resources (£ exc. VAT)	Days	Fee
1	[REDACTED]	[REDACTED]	1	[REDACTED]	1	[REDACTED]
2	[REDACTED]	[REDACTED]	1	[REDACTED]	1	[REDACTED]
3	[REDACTED]	[REDACTED]	1	[REDACTED]	1	[REDACTED]
4	[REDACTED]	[REDACTED]	1	[REDACTED]	1	[REDACTED]
						[REDACTED]

Total SOW budget: [REDACTED] (Exclusive of VAT and any applicable expenses)

Reimbursable Expenses:

Expenses Policy as per UKHSA Pricing Details and Expenses Policy

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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:

SoW001 - For and on behalf of the Supplier

DocuSigned by:



EF3B4A133F924B1...

Full Name:


Job Title/Role:

Date Signed:

11/09/2023

SoW001 - For and on behalf of the Buyer

DocuSigned by:



7FCEDD1C604A45C...

Full Name:

Job Title/Role:

Date Signed:

11/09/2023

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Annex 1 (Template Statement of Work)

6 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:

SOW Title:

SOW Reference:

Call-Off Contract Reference:

Buyer:

Supplier:

SOW Start Date:

SOW End Date:

Duration of SOW:

Key Personnel (Buyer):

Key Personnel (Supplier):

Subcontractors:

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7 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background: [Insert details of which elements of the Deliverables this SOW will address]

Delivery phase(s): [Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live]

Overview of Requirement: [Insert details including Release Type(s), for example Ad hoc, Inception, Calibration or Delivery]

8 Buyer Requirements – SOW Deliverables

Outcome Description:

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01			
MS02			

Delivery Plan:

Dependencies:

Supplier Resource Plan:

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]

Cyber Essentials Scheme:

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

SOW Standards:

[Insert any specific Standards applicable to this SOW]

Performance Management:

[Insert details of Material KPIs that have a material impact on Contract performance]

Material KPIs	Target	Measured by
---------------	--------	-------------

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[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	Worker Engagement Route (incl. inside/outside IR35)

[Indicate: whether there is any requirement to issue a Status Determination Statement]

SOW Reporting 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 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.	[insert]		
1.1	[insert]	[insert]	[insert]

]

9 Charges**Call Off Contract Charges:**

The applicable charging method(s) for this SOW is:

- [Capped Time and Materials]
- [Incremental Fixed Price]
- [Time and Materials]
- [Fixed Price]
- [2 or more of the above charging methods]

[Buyer to select as appropriate for this SOW]

The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].

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Rate Cards Applicable:

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[**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.]

Reimbursable Expenses:

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

[Reimbursable Expenses are capped at [£**Insert**] [**OR**] [**Insert**] percent ([**X**]%) of the Charges payable under this Statement of Work.]

[None]

[**Buyer** to delete as appropriate for this SOW]

10 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:

Title:

Date:

Signature:

For and on behalf of the Buyer

Name:

Title:

Date:

Signature:

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

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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:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

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> <ul style="list-style-type: none"> • [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority] <p>The Supplier is Controller and the Relevant Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier] <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together] <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> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the Controller, • 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, • [Insert the scope of other Personal Data provided by one Party]

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	<p>who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</p> <p>[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	<p>[Be as specific as possible, but make sure that you cover all intended purposes.</p> <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	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]
<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>	[Describe how long the data will be retained for, how it be returned or destroyed]