

#### RM6100 Technology Services 3 Agreement Framework Schedule 4 - Annex 1 Lots 2, 3 and 5 Order Form

#### **Order Form**

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 6/07/2022 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <a href="http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234">http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1234</a> . The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

#### This Order Form shall comprise:

- 1. This document headed "Order Form":
- 2. Attachment 1 Services Specification;
- 3. Attachment 2 Charges and Invoicing;
- 4. Attachment 3 Implementation Plan;
- 5. Attachment 4 Service Levels and Service Credits;
- 6. Attachment 5 Key Supplier Personnel and Key Sub-Contractors;
- 7. Attachment 6 Software;
- 8. Attachment 7 Financial Distress;
- 9. Attachment 8 Governance
- 10. Attachment 9 Schedule of Processing, Personal Data and Data Subjects;
- 11. Attachment 10 Transparency Reports; and
- 12. Annex 1 Call Off Terms and Additional/Alternative Schedules and Clauses.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

- .1.1 the Framework, except Framework Schedule 18 (Tender);
- .1.2 the Order Form;
- .1.3 the Call Off Terms; and



#### .1.4 Framework Schedule 18 (Tender).

# Section A General information

Contract Details	
Contract Reference:	PRO5574/ C95380
Contract Title:	Epidemiological Support
Contract Description:	See Attachment 1 (Services Specification) of this document  Providing Epidemiological modelling Support across DA&S and UKHSA to be tasked and directed by ALL Hazards Intelligence Director.
Contract Anticipated Potential Value: this should set out the total potential value of the Contract	
Estimated Year 1 Charges:	
Commencement Date: this should be the date of the last signature on Section E of this Order Form	6 <sup>th</sup> July 2022

#### **Buyer details**

#### **Buyer organisation name**

UK Health Security Agency (UKHSA)

#### **Billing address**

#### Buyer representative name

#### Buyer representative contact details

This must include an email for the purpose of Clause 50.6 of the Contract.

#### **Buyer Project Reference**

PRO5574



#### Supplier details

#### Supplier name

The supplier organisation name, as it appears in the Framework Agreement

QinetiQ Limited

#### Supplier address

Supplier's registered address

#### Supplier representative name

The name of the Supplier point of contact for this Order

#### Supplier representative contact details

Email and telephone contact details of the supplier's representative. This must include an email for the purpose of Clause 50.6 of the Contract.

Telephone:

Order reference number or the Supplier's Catalogue Service Offer Reference Number

A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier's Catalogue Service Offer Reference Number. RM6100 - EPIMODEL



# Section B Part A – Framework Lot

Framework Lot under which this Order is being placed  Tick one box below as applicable (unless a cross-Lot Further Competition or Direct Award, which case, tick Lot 1 also where the buyer is procuring technology strategy & Services Design in addition to Lots 2, 3 and/or 5. Where Lot 1 is also selected then this Order Form and corresponding Call-Off Terms shall apply and the Buyer is not required to complete the Lot 1 Order Form.				
1.	TECHNOLOGY STRATEGY & SERVICES DESIGN			
2.	TRANSITION & TRANSFORMATION			
3.	OPERATIONAL SERVICES			
	a: End User Services			
	b: Operational Management			
	c: Technical Management			
	d: Application and Data Management		х	
5.	SERVICE INTEGRATION AND MANAGEMENT			
Pa	rt B – The Services Requirement			
	e above in Section A			
Co	ontract Period			
	Lot Maximum Term (including Initial Term Extension Period) – Months (Years 36 (3) 3 60 (5) 5 60 (5)			
	tial Term Months Ex Month N/	tension Period (Option A	al) Months	
	nimum Notice Period for exercise of Term alendar days) Insert right (see Clause 35.1.9 of the		5 calendar days	
Si	tes for the provision of the Services			



Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third party premises.

The Supplier shall provide the Services from the following Sites: **Buver Premises**:

Remotely or on Buyer locations as required by the Buyer

Supplier Premises:

Remotely or from Supplier offices in the UK

**Third Party Premises:** 

N/A

#### **Buyer Assets**

N/A

#### **Additional Standards**

Guidance Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.

All service delivery will be in line with the technology code of practice and government service standard: The Technology Code of Practice - GOV.UK (<a href="https://www.gov.uk">www.gov.uk</a>)

#### **Buyer Security Policy**

Guidance Note: where the Supplier is required to comply with the Buyer's Security Policy then append to this Order Form below.

**UKHSA Security Policy Applies** 

#### **Buyer ICT Policy**

Guidance Note: where the Supplier is required to comply with the Buyer's ICT Policy then append to this Order Form below.

N/A

#### Insurance

Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.

Third Party Public Liability Insurance (£) - N/A

Professional Indemnity Insurance (£) – N/A

#### **Buyer Responsibilities**



N/A		
Goods		
N/A		

#### Governance - Option Part A or Part B

Governance Schedule	Tick as applicable
Part A – Short Form Governance Schedule	X
Part B – Long Form Governance Schedule	

The Part selected above shall apply this Contract.

#### Change Control Procedure - Option Part A or Part B

Change Control Schedule	Tick as applicable
Part A – Short Form Change Control Schedule	X
Part B – Long Form Change Control Schedule	

The Part selected above shall apply this Contract. Where Part B is selected, the following information shall be incorporated into Part B of Schedule 5 (Change Control Procedure):

- for the purpose of Paragraph 3.1.2 (a), the figure shall be £0 and
- for the purpose of Paragraph 8.2.2, the figure shall be £ N/A.

#### Section C

## Part A - Additional and Alternative Buyer Terms



#### Additional Schedules and Clauses Part A – Additional Schedules

Guidance Note: Tick any applicable boxes below

N/A

Additional Schedules	Tick as applicable
S1: Implementation Plan	
S2: Testing Procedures	
S3: Security Requirements (either Part A or Part B)	Part A □ or Part B □
S4: Staff Transfer	
S5: Benchmarking	
S6: Business Continuity and Disaster Recovery	
S7: Continuous Improvement	
S8: Guarantee	
S9: MOD Terms	

#### Part B - Additional Clauses

Guidance Note: Tick any applicable boxes below

N/A

Additional Clauses	Tick as applicable
C1: Relevant Convictions	
C2: Security Measures	
C3: Collaboration Agreement	

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

#### Part C - Alternative Clauses

Guidance Note: Tick any applicable boxes below

The following Alternative Clauses will apply:

N/A

Alternative Clauses	Tick as applicable	
Scots Law		
Northern Ireland Law		
Joint Controller Clauses		

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

# Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A



#### Additional Schedule S4 (Staff Transfer)

N/A

#### Additional Clause C1 (Relevant Convictions)

Any convictions that invalidate (or shall invalidate on renewal) the Supplier Personnel's security vetting.

#### Additional Clause C3 (Collaboration Agreement)

N/A

## Section D Supplier Response

#### **Commercially Sensitive information**

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – use specific references to sections rather than copying the relevant information here.

N/A

# Section E Contract Award

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

#### **SIGNATURES**

For and on behalf of the Supplier

Name	
Job role/title	
Signature	
Date	19/07/2022



For and on behalf of the Buyer
Name

Job role/title
Signature

Date

28/07/2022



## **Attachment 1 – Services Specification**

#### **Deliverables**

The deliverables for this requirement are:

 To provide Epidemiological Modelling Support across DA&S and UKHSA, to be tasked and directed by All Hazards Intelligence Director.

#### **Supplier Personnel**

The following Supplier Personnel will undertake the work:

Role	Name	Start Date	End Date	No. of Days
		06/07/2022	05/08/2022	23



### Attachment 2 – Charges and Invoicing

## **Part A – Milestone Payments and Delay Payments**

N/A

Part B - Service Charges

N/A

# Part C - Supplier Personnel Rate Card for Calculation of Time and Materials Charges

Name	Role	Rate	No. of Days	Total
	Epidemiological Modelling			
TOTAL (Exc Vat)				

This call-off contract is capped at a maximum price of 25,095



## Part D – Risk Register

N/A

# Part E – Early Termination Fee(s)



# Attachment 3 – Outline Implementation Plan (If relevant)

**Attachment 4 – Service Levels and Service Credits** 



## **Attachment 5 – Key Supplier Personnel and Key Sub-Contractors**

.1.5 The Parties agree that they will update this Attachment 5 periodically to record any changes to Key Supplier Personnel and/or any Key Sub-Contractors appointed by the Supplier after the Commencement Date for the purposes of the delivery of the Services.

## Part A – Key Supplier Personnel

N/A

Key Supplier Personnel	Key Role(s)	Duration
		Contract Period
		Contract Period

#### Part B - Key Sub-Contractors



#### Attachment 6 - Software

- .1.1 The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).
- .1.2 The Parties agree that they will update this Attachment 6 periodically to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

#### Part A - Supplier Software

The Supplier Software includes the following items:

N/A

#### Part B - Third Party Software

The Third Party Software shall include the following items:

#### **Attachment 7 – Financial Distress**

For the purpose of Schedule 7 (Financial Distress) of the Call-Off Terms, the following shall apply:

PART A - CREDIT RATING THRESHOLD

N/A

PART B - RATING AGENCIES

N/A

#### Attachment 8 - Governance

#### PART A - SHORT FORM GOVERNANCE

For the purpose of Part A of Schedule 7 (Short Form Governance) of the Call-Off Terms, the following board shall apply:

Operational Board				
Buyer Members for the Operational Board				
Supplier Members for the Operational Board				
Frequency of the Operational Board				
Location of the Operational Board	Remote – Teams Meeting			

#### PART B - LONG FORM GOVERNANCE

# Attachment 9 – Schedule of Processing, Personal Data and Data Subjects

This Attachment 9 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

- 1.1.1.1 The contact details of the Buyer's Data Protection Officer are:
- 1.1.1.2 The contact details of the Supplier's Data Protection Officer are
- 1.1.1.3
- 1.1.1.4 The Processor shall comply with any further written instructions with respect to processing by the Controller.
- 1.1.1.5 Any such further instructions shall be incorporated into this Attachment 9.

Description	Details	
Identity of Controller for	[The Authority is Controller and the Supplier is Processor	
each Category of Personal Data	The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:	
	The Supplier is Controller and the Authority is Processor	
	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with Clause 34.2 to 34.15 of the following Personal Data:	
	• N/A	
	The Parties are Joint Controllers	
	The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:	
	• N/A	
	The Parties are Independent Controllers of Personal Data	
	The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:	
	N/A	
	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 Buyer 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 Buyer]	
Duration of the processing	Duration of the Contract, including any extensions to it	

Nature and purposes of the processing	N/A
Type of Personal Data	N/A
Categories of Data Subject	N/A
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	N/A

# **Attachment 10 – Transparency Reports**

Title	Content	Format	Frequency
Performance			
Charges			
Key Sub-Contractors			
Technical			
Performance			
Management			

# Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses