**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 **15 June 2021** 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 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: <https://www.crowncommercial.gov.uk/agreements/RM6100> .

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;
12. Appendix A – Statement of Work (SOW) Template;
13. Annex 1:
    1. Call Off Terms;
    2. Alternative and Additional Schedules and Clauses;
    3. Amendments to the Alternative and Additional Schedules and Clauses;
    4. Agile Process.

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

### the Framework, except Framework Schedule 18 (Tender);

### the Order Form;

### the Call Off Terms; and

### Framework Schedule 18 (Tender).

**Section A**

**General information**

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| **Contract Details** | |
| **Contract Reference:** | CP000100/ Atamis Reference: C141144 |

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| **Contract Title:** | Research Systems Delivery Partner Services |

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| **Contract Description:** | The Supplier will build the Research Systems architecture, provide programme leadership and management under the governance of the joint strategic programme board, and work as a single, blended team alongside the Buyer’s staff. |

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| **Contract Anticipated Potential Value:** this should set out the total potential value of the Contract | Maximum potential value of £17.5m.This is comprised of:£8.5M over the Initial Term; and £9m over the remainder of the Contract Period. |

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| **Estimated Year 1 Charges:** | £3.4m. |

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| **Commencement Date:** this should be the date of the last signature on Section E of this Order Form | **23 October 2023** |

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| **Buyer details** |
| **Buyer organisation name**  Health Research Authority |

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| **Billing address**  Hardcopy invoices may be sent to:  Health Research Authority  T71 PAYABLES F275  PO Box 312  LEEDS  LS11 1HP  However, electronic invoices are preferred. As our service is provided by NHS SBS the Supplier can contact NHS SBS for a Tradeshift account which will allow them to submit e-invoices to that account, but this needs to be established via NHS SBS. Further details can be found here: <https://www.sbs.nhs.uk/supplier-einvoicing>    **PLEASE DO NOT SEND BOTH HARDCOPY AND ELECTRONIC INVOICES AS THIS WILL CREATE DUPLICATE INVOICES IN THE SYSTEM.** |

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| **Buyer representative name**  The name of your point of contact for this Order  REDACTION, under FOIA Section 40 Personal Information |

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| **Buyer representative contact details**  Email and telephone contact details for the Buyer’s representative. This must include an email for the purpose of Clause 50.6 of the Contract.  Email: REDACTION, under FOIA Section 40 Personal Information / [Commercial@hra.nhs.uk](mailto:Commercial@hra.nhs.uk)  Telephone: REDACTION, under FOIA Section 40 Personal Information |

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| **Buyer Project Reference**  Please provide the customer project reference number.  Atamis Project Reference: 7603 |

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| **Supplier details** |
| **Supplier name**  The supplier organisation name, as it appears in the Framework Agreement  PA Consulting Services Ltd |

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| **Supplier address**  Supplier’s registered address  10 Bressenden Place, London SW1E 5DN |

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| **Supplier representative name**  The name of the Supplier point of contact for this Order  REDACTION, under FOIA Section 40 Personal Information |

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| **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.  Email: REDACTION, under FOIA Section 40 Personal Information  Telephone: REDACTION, under FOIA Section 40 Personal Information |

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| **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.  **n/a** |

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| **Guarantor details**  *Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.* |
| **Guarantor Company Name**  The guarantor organisation name  Not Applicable |

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| **Guarantor Company Number**  Guarantor’s registered company number  Not Applicable |

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| **Guarantor Registered Address**  Guarantor’s registered address  Not Applicable |

**Section B**

**Part A – Framework Lot**

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| **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 | ☐ |
| 1. TRANSITION & TRANSFORMATION | ☐ |
| 1. OPERATIONAL SERVICES |  |
| a: End User Services | ☐ |
| b: Operational Management | ☐ |
| c: Technical Management | ☐ |
| d: Application and Data Management | **X** |
| 1. SERVICE INTEGRATION AND MANAGEMENT | ☐ |

**Part B – The Services Requirement**

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| **Commencement Date**  See above in Section A |

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| **Contract Period**  *Guidance Note – this should be a period which does not exceed the maximum durations specified per Lot below:*   |  |  | | --- | --- | | **Lot** | **Maximum Term (including Initial Term and Extension Period) – Months (Years)** | | **2** | 36 (3) | | **3** | 60 (5) | | **5** | 60 (5) | | | |
| **Initial Term** Months  30 Months | **Extension Period (Optional)** Months  30 Months | |
| **Minimum Notice Period for exercise of Termination Without Cause**  (Calendar days) *Insert right (see Clause 35.1.9 of the Call-Off Terms)* | | 90 Days |

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| **Sites 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**:**  **Buyer Premises:**  The Supplier will predominantly operate remotely, with travel to the Buyer’s locations across the UK as required.  **Supplier Premises:**  Not Applicable  **Third Party Premises:**  Not Applicable |

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| **Buyer Assets**  *Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms*   1. This is the Buyer Assets list as it is understood at Commencement Date.      1. Both Parties agree that the Buyer Assets will be validated and, if required updated, as an outcome of the SOW concerning the Foundation Stage. 2. Both Parties agree that the Buyer Assets will be reviewed and updated from time to time as required to deliver the programme, including on completion of each Indicative Stage in the Outline Delivery Plan as a minimum.   To be defined in the SOW relating to the Foundation Stage, and may include:   * HRA existing RSP Jira instance containing work items from previous iterations of the RSP programme. * HRA RSP cloud-based Jira instance, hosted by NIHR. Note: this is expected to the primary workflow management tool for the programme. * HRA RSP ServiceNow instance, hosted by NIHR. Note: this is expected to the primary service ticket management tool for the programme. * HRA Microsoft 365 Tenant – available for O365 collaboration. * HRA Azure Tenant – available for Azure services including access to HRA Data Warehouse * Microsoft licensing for Windows Server, SQL Databases etc * HRA have DevOps infrastructure tools available with access to the licensing but would need to understand what tools are required by the Supplier. * Access to request Dev/QA software installation to HRA managed devices. * Data asset – HRA Entity relationship diagrams for Legacy RSP systems, including BGO, Pega Systems and any other systems/components forming the existing RSP platform. * Test environments for BGO, Pega System and any other existing 3rd party or HRA systems/components required to deliver the RSP scope, including test data. Wherever reasonable to do so, personally identifiable data should be anonymised by the Buyer before providing to the Supplier. * BGO and Pega Legacy systems   Additional Buyer Assets may be identified by Statement of Works. |

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| **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.*   * Government Digital Service (GDS) standards ([Service Standard - Service Manual - GOV.UK (www.gov.uk)](https://www.gov.uk/service-manual/service-standard)) * Government Functional Standards:002 Project Delivery, 005 Digital, data and Technology, and 007 Security (<https://www.gov.uk/government/collections/functional-standards> ) * NHS Digital service manual: NHS digital service manual (<https://service-manual.nhs.uk/> ); and * The Technology Code of Practice: [The Technology Code of Practice - GOV.UK (www.gov.uk)](https://www.gov.uk/guidance/the-technology-code-of-practice) * There is a requirement to monitor emerging international interoperability standards around health data including, but not exclusively HL7 and Fast Healthcare Interoperability Resources (FHIR) standards.   Both Parties acknowledge that, given feedback from previous iterations of the programme, there is benefit from engaging standards assessors early and often if at all possible. Similarly, both Parties acknowledge the primary role of standards assessors is to assess, not to coach or steer the programme. The Supplier will work with the Buyer to attempt to discuss proposed approaches with the Buyer’s assessors throughout the programme to de-risk any formal assessment. |

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| **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.*  **HRA Information Security Policy,** as attached:    HRA Cyber Security requirements for partners and suppliers, as attached:      HRA Information Governance Policy, as attached:    Note that the following documents referred to in the HRA Information and Security Policy and HRA Information Governance Policy are HRA internal documents and do not apply to the Supplier, but most of these requirements are specifically addressed in the Contract:   * Management of Documents and Records schedule * IG staff handbook * Confidentiality policy * Document and records management policy * Freedom of information policy * Data Protection Impact Assessment Procedure * Data subject rights request procedure * Data sharing agreement template * Information security breach procedure * Information security incidence reporting policy and procedure   The Supplier may apply its own practices to the extent that these meet, and do not conflict with, the minimum standards set out in the HRA Policies which are provided as embedded files in this Call-Off Contract. |

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| **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.*  HRA Acceptable Use of ICT User Obligations Policy, as attached: |

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| **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 – in accordance with the Framework Agreement; Not less than one million pounds (£1,000,000) in respect of any one occurrence, the number of occurrences being unlimited, but one million pounds (£1,000,000) any one occurrence and in the aggregate in respect of products and pollution liability.  Professional Indemnity Insurance – in accordance with the Framework Agreement; Not less than one million pounds (£1,000,000) in respect of any one claim and in the aggregate.  Employers Liability Insurance - £10,000,000 in respect of any one occurrence and in the aggregate  Cyber Liability Insurance -£10,000,000 in respect of any one occurrence and in the aggregate |

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| **Buyer Responsibilities**  *Guidance Note: list any applicable Buyer Responsibilities below.*  The Buyer is responsible for providing the following on commencement of the Contract as reasonably required for the Supplier to deliver the Services:   * The Buyer will provide a full-time, named Service Owner to oversee the work of Product Managers. * The Service Owner will allocate a named Buyer Product Manager empowered to prioritise Supplier work, make decisions and “accept” Supplier deliverables in line with the terms set out in Annex 1, Part D – Agile Process (or facilitate these activities with the Buyer’s team). * In the event that the named Buyer Product Manager is absent from the Buyer’s business for a period of more than five (5) Working Days (for example, an extended holiday or sabbatical), the Buyer will communicate this to the Supplier in advance where reasonable to do so and provide a named alternative Buyer Product Manager, empowered to perform the activities described above. * The Buyer Product Manager is required to respond to requests made to Accept Supplier deliverables (in line with terms set out in Annex 1, Part D - Agile Process) within a period of five (5) Working Days of the request being made in writing. In the event that no response is received by the Supplier by the Buyer Product Manager, the deliverable(s) in question will be deemed to be “Delivered” in line with the ways of working described in Annex 1, Part D – Agile Process. * The Buyer will provide the Supplier with access to relevant existing documentation in a reasonable timeframe of that documentation being requested. In this case we would consider five (5) Working Days to be a reasonable timeframe for the Buyer to identify and share existing documentation. * The Buyer will provide the Supplier with access to relevant systems to enable the Supplier to deliver the Services. Both Parties acknowledge that some of these systems may be provided or operated by third-parties providing services to the Buyer (e.g. BGO or Pega Systems. The Buyer will use reasonable endeavours to facilitate and arrange access to these systems with the Buyer’s other suppliers on behalf of the Supplier. * The Buyer will provide the Supplier with access to end user community, Buyer business, Buyer technical and Buyer third-party supplier stakeholders (e.g. BGO or Pega Systems) as required to deliver the Supplier services.   Additional Buyer Responsibilities may be identified and agreed as part of Statements of Works. |

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| **Goods**  *Guidance Note: list any Goods and their prices.*  Not Applicable |

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| **Governance – Option Part A or Part B**  *Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.*   |  |  | | --- | --- | | **Governance Schedule** | **Tick as applicable** | | Part A – Short Form Governance Schedule | ☐ | | Part B – Long Form Governance Schedule | **X** |   The Part selected above shall apply this Contract. |

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| **Change Control Procedure – Option Part A or Part B**  *Guidance Note: the Call-Off Terms has two options in respect of change control. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is no requirement to include a complex change control procedure where operational and fast track changes will not be required.*   |  |  | | --- | --- | | **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 £N/A; and * for the purpose of Paragraph 8.2.2, the figure shall be £N/A. |

**Section C**

**Part A - Additional and Alternative Buyer Terms**

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| **Additional Schedules and Clauses** *(see Annex 3 of Framework Schedule 4)*  *This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.*  **Part A – Additional Schedules**  *Guidance Note: Tick any applicable boxes below*   |  |  | | --- | --- | | **Additional Schedules** | **Tick as applicable (those marked with an X are applicable)** | | S1: Implementation Plan | **X** | | S2: Testing Procedures | **X**  **Details of relevant testing will be confirmed in each SOW and subject to the clarifications in Part C of Annex 1 this Order Form** | | S3: Security Requirements (either Part A or Part B) | Part A ☐ or Part B **X** | | S4: Staff Transfer | **X** | | S5: Benchmarking | ☐ | | S6: Business Continuity and Disaster Recovery | **X** | | S7: Continuous Improvement | **X** | | S8: Guarantee | ☐ | | S9: MOD Terms | ☐ |   **Part B – Additional Clauses**  *Guidance Note: Tick any applicable boxes below*   |  |  | | --- | --- | | **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:   |  |  | | --- | --- | | **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**

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| **Additional Schedule S3 (Security Requirements)**  *Guidance Note: where Schedule S3 (Security Requirements) has been selected in Part A of Section C above, then for the purpose of the definition of “Security Management Plan” insert the Supplier’s draft security management plan below.*  Draft Security Management Plan to be provided by the Supplier to the Buyer within 20 Working Days of the Commencement Date, and thereafter to be developed and agreed within a further 20 Working Days following the Supplier’s receipt of the Buyer’s review and feedback. |

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| **Additional Schedule S4 (Staff Transfer)**  *Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of “Fund” in Annex D2 (LGPS) of Part D (Pension) insert details of the applicable fund below.*  NHS Pension Scheme |

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| **Additional Clause C1 (Relevant Convictions)**  *Guidance Note: where Clause C1 (Relevant Convictions) has been selected in Part A of Section C above, then for the purpose of the definition of “Relevant Convictions” insert any relevant convictions which shall apply to this contract below.*  Not Applicable |

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| **Additional Clause C3 (Collaboration Agreement)**  *Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.*  Not Applicable  An executed Collaboration Agreement shall be delivered from the Supplier to the Buyer within the stated number of Working Daysfrom the Commencement Date:  Not Applicable |

**Section D**

**Supplier Response**

**Supplier Response**

‘PA Response RM6100 Further Competition Invitation v011222’ attached.



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| **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.*  Identity of professional staff and skills experience – 5 years  Fee rates for professional staff - 5 years  PA Consulting Methodologies and Tools - 5 years |

**Section E**

**Contract Award**

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

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| **SIGNATURES** |

**For and on behalf of the Supplier**

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| Name | REDACTION, under FOIA Section 40 Personal Information |
| Job role/title | REDACTION, under FOIA Section 40 Personal Information |
| Signature | REDACTION, under FOIA Section 40 Personal Information |
| Date |  |

**For and on behalf of the Buyer**

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| Name | REDACTION, under FOIA Section 40 Personal Information |
| Job role/title | REDACTION, under FOIA Section 40 Personal Information |
| Signature | REDACTION, under FOIA Section 40 Personal Information |
| Date |  |

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| Name | REDACTION, under FOIA Section 40 Personal Information |
| Job role/title | REDACTION, under FOIA Section 40 Personal Information |
| Signature | REDACTION, under FOIA Section 40 Personal Information |
| Date |  |

**Attachment 1 – Services Specification**

The Services defined in the Services Specification shall be drawn down in a series of Statements of Works (or SOW) using the template set out in Appendix A of this Order Form.The Buyer shall be responsible for the down-selection of the relevant Services to be delivered under a Statement of Work, and the Supplier shall propose the initial draft of the Statement of Work. The parties shall then discuss the draft Statement of Work and mutually agree its contents.

Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into and form an integral part of the Call-Off Contract to which this Order Form relates.

The Supplier acknowledges and agrees that:

* + - 1. each Statement of Works shall strictly follow the form and structure of the template identified in Appendix A of this Order Form;
      2. where a placeholder in the template statement of work is not strictly applicable for the relevant Services to be drawn down, the Supplier shall indicate ‘N/A’ in the initial draft; and
      3. there is no obligation whatsoever on the Buyer to execute a Statement of Work.

The Services Specification is as set out in Appendix B of the ‘RM6100 Further Competition Invitation v011222’ attached.



**Attachment 2 – Charges and Invoicing**

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

1. Refer to the Statement of Works and paragraphs 2 to 5 below.

*Fixed Price Per Sprint*

1. In respect of any Statement of Works where a “Fixed Price Per Sprint” has been selected as the delivery and charging model, the following shall apply:
   1. The parties will agree in the Statement of Works or otherwise in writing at the commencement of the Statement of Works, the total number of Sprints and the price per Sprint which the Supplier estimates will be required to deliver the Product Backlog associated with the Statement of Works.
   2. The Supplier will not perform more than the number of Sprints agreed pursuant to paragraph 2.1, unless the Buyer approves in writing or as otherwise required under clause 7.9 of Part D (Agile Process) of Annex 1 of the Order Form.
   3. The Supplier’s total charges for the Statement of Works is derived by multiplying the price per Sprint by the total number of authorised Sprints performed and any additional items agreed in advance (for example: software licences, expenses).
   4. The Supplier shall invoice the Buyer after every two Sprints and after Project Completion or as otherwise required under clause 7.9 of Part D (Agile Process) of Annex 1 of the Order Form.
   5. When the Supplier has performed the total number of Sprints authorised under paragraph 2.1 and 2.2, the Supplier will cease provision of Services under that Statement of Work.
   6. The meanings of “Minimum Commitment”, “Sprint”, “Product Backlog” and “Project Completion” in the paragraphs above are defined in Part D (Agile Process) of Annex 1 of the Order Form.

*Fixed Price*

1. In respect of any Statement of Works where a “Fixed Price” has been selected as the delivery and charging model, the following shall apply:
   1. The parties will agree in the Statement of Works or otherwise in writing at the commencement of the Statement of Works, a number of Milestones, Buyer acceptance arrangements for each Milestone and an associated schedule of charges for each Milestone.
   2. The Supplier will request written confirmation of acceptance for each Milestone from the Buyer Product Manager in writing once the work to deliver that Milestone is completed in line with the Buyer acceptance arrangements.
   3. The Buyer Product Manager shall not unreasonably withhold acceptance and will respond to the request for acceptance within five (5) working days. If no response is received by the Supplier after this period, unless otherwise agreed the Buyer is deemed to have accepted the Milestone.
   4. The Supplier shall invoice the Buyer for the Milestone(s) on receipt of written acceptance in-line with the agreed schedule of charges.
   5. The Supplier shall invoice the Buyer for any additional items separate to the schedule of charges agreed in advance (for example: software licences, expenses).

*Time & Materials*

1. In respect of any Statement of Works where “Time & Materials” has been selected as the delivery and charging model, the following shall apply:
   1. The parties will agree in the Statement of Works or otherwise in writing at the commencement of the Statement of Works, a Supplier team profile including roles as defined in Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges.
   2. The Supplier shall invoice the Buyer monthly and the charges shall be calculated in accordance with the day rates set out in Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges and any additional items agreed in advance (for example: software licences, expenses).

*Capped Time & Materials*

1. In respect of any Statement of Works where “Capped Time & Materials” has been selected as the delivery and charging model, the following shall apply:
   1. The parties will agree in the Statement of Works or otherwise in writing at the commencement of the Statement of Works, a Supplier team profile including roles as defined in Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges, a scope of work including Buyer acceptance arrangements and a Fee Cap.
   2. The Supplier shall invoice the Buyer monthly and the charges shall be calculated in accordance with the day rates set out in Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges and any additional items agreed in advance (for example: software licences, expenses).
   3. The Supplier will request written confirmation of acceptance of the scope of work from the Buyer Product Manager in writing once the work to deliver that work is completed in line with the Buyer acceptance arrangements.
   4. The Buyer Product Manager shall not unreasonably withhold acceptance and will respond to the request for acceptance within five (5) working days. If no response is received by the Supplier after this period, unless otherwise agreed the Buyer is deemed to have accepted the scope of work.
   5. The total charges due to the Supplier will not exceed the Fee Cap and charging will stop when the Fee Cap is reached however the Supplier will continue to deliver the Services until Buyer acceptance of the scope of work unless otherwise agreed by the parties.

**Part B – Service Charges**

Refer to the Statement of Works.

**Part C – Supplier Personnel Rate Card for Calculation of Time and Materials Charges**

REDACTION, under FOIA Section 43 Commercial Interests

**Part D – Risk Register**

1. Both Parties agree that the Risk Register will be populated within 4 weeks of the Commencement Date and validated by the end of the Foundation Stage.
2. Both Parties agree that the Risk Register will be reviewed and updated from time to time as required to deliver the programme, including on completion of each Indicative Stage in the Outline Delivery Plan as a minimum.

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| **Column 1** | **Column 2** | **Column 3** | **Column 4** | **Column 5** | **Column 6** | **Column 7** | **Column 8** | **Column 9** | **Column 10** | **Column 12** |
| **Risk Number** | **Risk Name** | **Description of risk** | **Timing** | **Likelihood** | **Impact (£)** | **Impact (description)** | **Mitigation (description)** | **Cost of mitigation** | **Post-mitigation impact (£)** | **Owner** |
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**Part E – Early Termination Fee(s)**

If the Buyer terminates all or part of the Call-Off Contract in accordance with Clause 35.1.9 the Buyer shall pay the Supplier an early termination fee as set out below:

**Early Termination Fees for Fixed Price- or Fixed Price per Sprint-based Work**

If the Supplier’s fees are calculated on a fixed price basis (including fixed price per Sprint (as defined in Part D of Annex 1 of this Order Form)) and the effective date of termination falls between the fixed price payment milestones, the amount due to the Supplier for work-in-progress as at the date of termination shall be calculated in accordance with the day rates set out Part C (Supplier Personnel Rate Card) of Attachment 2 of this Order Form and shall not exceed :

(if Fixed-Price) the Milestone identified as a payment Milestone; or

(If Fixed-Price-per-Sprint) the fixed price for the subsequent Sprint.

**Early Termination Fees for Capped Time & Materials Work**

If the Supplier’s fees are calculated on a Capped Time & Materials basis the amount due to the Supplier for work-in-progress as at the effective date of termination shall be calculated in accordance with the day rates set out in Part C (Supplier Personnel Rate Card) of Attachment 2 of this Order Formand shall not exceed the Fee Cap identified in the Statement of Work.

**Early Termination Fees for Time & Materials Work**

If the Supplier’s fees are calculated on a Time & Materials basis the amount due to the Supplier for work-in-progress as at the date of termination shall be calculated in accordance with the day rates set out in Part C (Supplier Personnel Rate Card) of Attachment 2 of this Order Form, calculated up to the end of the subsequent calendar month following the effective date of termination.

*Worked example: If effective date of termination is the 15th day of Month A, the Early Termination Fee shall be calculated up to the end of Month B*

**Attachment 3 – Outline Implementation Plan**

1. This is the Outline Implementation Plan as it is understood at the Commencement Date.
2. Both Parties agree that the Outline Implementation Plan will be validated and developed into a Detailed Implementation Plan, as an outcome of the Foundation Stage (as identified in the table below).
3. Both Parties agree that:
   1. the Outline Implementation Plan will be reviewed and updated from time to time as required to deliver the programme, including on completion of each Indicative Stage in the Outline Implementation Plan as a minimum;
   2. if required under future Statements of Works, the Supplier shall prepare an updated version of the Detailed Implementation Plan applicable for the Services requested (such version being an **SOW Implementation Plan**); and
   3. such SOW Implementation Plan shall be treated in the same manner as the Detailed Implementation Plan and, therefore, shall be regarded as imparting to both Parties their respective rights and obligations under the Call Off Terms in respect of the Detailed Implementation Plan.

|  |  |  |
| --- | --- | --- |
| **#** | **Indicative Stages** | **Indicative Stage Date** |
| F0 | Foundation Stage   * Onboarding * Mobilisation | Contract Y1 Q1  Nov ’23 – Jan ’24 (TBC) |
| M0 | Transition State #0:   * Off IRAS 1 for CTIMPS * Stand-up infrastructure | Contract Y1 Q2  Feb ’24 – Apr ‘24 (TBC) |
| M0 | Transition State #0:   * IRAS ID Early in process | Contract Y1 Q3  May ’24 – Jul ‘24 (TBC) |
| M0.5 | Transition State #0.5:   * Stand-up Integration Layer * Demo system | Contract Y1 Q4  Aug ’24 – Oct ‘24 (TBC) |
| M1 | Transition State #1:   * Ionising radiation for CTIMPS * RTS Integration via NSIP – organisation ID * GDS Alpha | Contract Y2 Q1  Nov ’24 – Jan ‘25 (TBC) |
| M2 | Transition State #2:   * Off IRAS 2 for CTIMPS * Pharmacy Technical Assurance * GDS Beta * Decommission Pega * Integration with CPMS via NSIP   Provision of data to the public (research summaries)   * Complete Migration IRAS 2 and OBF/EAA to Future IRAS | Contract Y2 Q2  Feb ’25 – Apr ‘25 (TBC) |
| M3 | Transition State #2.5:   * Provision of data to registry (updated and for all study types perhaps) * Off legacy IRAS for biobanks (ie tissue banks, data banks, and combinations of the two) * NIHR Funders via NSIP * Complete biobank migration IRAS to Future IRAS | Contract Y2 Q3  May ’25 – Jul ‘25 (TBC) |
| M4 | Transition State #3:   * Migration of IRAS 1 CTIMPS * Decommission of OBF, EAA * Decommission IRAS 1& GFI * Complete Migration IRAS 1 to Future IRAS * Off legacy IRAS (non-CTIMP projects) * MHRA Portal Decommission * Complete migration GFI to Future IRAS | Contract Y2 Q4  Aug ’25 – Oct ‘25 (TBC) |
| M5 | Transition State #4:   * Site Functionality (NHS/HSC sites Non-NHS sites) * Off Legacy Tops * Complete Migration TOPS 1 to TOPS 2 | Contract Y3 Q1  Nov ’25 – Jan ‘26(TBC) |
| M6 | Transition State #5   * Off Legacy HARP * Complete Migration REC HARP to Future IRAS * Complete migration CAG HARP to Future IRAS | Contract Y3 Q2  Feb ’26 – Apr ‘26 (TBC) |

**Attachment 4 – Service Levels**

**SERVICE LEVEL REQUIREMENTS AND PERFORMANCE INDICATORS**

1. The Supplier shall provide the Buyer with an agreed quality of service and will enable measurement of this against the agreed Service Level Agreements (the SLAs) and Key Performance Indicators (the KPIs).
2. Overarching SLAs and KPIs are defined below and will be augmented with any additional SLAs and KPIs defined in Statements of Works.
3. The Supplier shall report against the following KPIs to the Buyer each calendar month:

| KPI | KPI Name | Type | Description | "Good" Threshold | "Approaching Good" Threshold | "Inadequate" Threshold | "Poor" Threshold | Publishable? |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1 | Done Work | % | % of Product Backlog Items delivered in the reporting period  *(Number of PBIs delivered in the reporting period / Total number of PBIs in the reporting period, reported quarterly)* | 80% | 75% | 65% | 60% | Y |
| 2 | Open Roles | I | Number of Supplier team roles not filled, based on agreed SOWs, in the reporting period.   *('Number of supplier team roles required in the reporting period' minus 'Number of supplier team roles filled in the reporting period', reported quarterly)* | 0 | 1 | 2 | 3 | Y |
| 3 | Issues | I | Number of P1 issues not resolved within the SLA timescale in the reporting period.   *('Total number of P1 issues logged in the reporting period' minus' Number of P1 issues resolved within the SLA timescale in the reporting period', reported quarterly)* | 0 | 1 | 2 | 3 | Y |
| 4 | Sustainability Consideration | % | % of Technical Design Authority (TDA) items which have sustainability impact considered per Sustainable Coding Practices, in the reporting period.   *('Number of TDA items with sustainability impacts demonstrated in the reporting period' / 'Total number of TDA items in the reporting period')* | 100% | 90% | 80% | 75% | Y |
| 5 | Open Issues | I | Number of non-P1 issues (discovered post-release of any software delivered by Statements of Works), not resolved within the SLA timescale in the reporting period.  *('Number of issues (discovered post-release) in the reporting period' minus 'Number of issues resolved within the SLA timescale in the reporting period', reported quarterly)* | 1 | 2 | 3 | 4 | N |
| 6 | Onboarding | I | Number of team members not onboarded within two (2) weeks of the request being made, in the reporting period.   *('Total number of team members requested to be onboarded in the reporting period' minus 'Number of team members onboarded within two weeks of request in the reporting period', reported quarterly)* | 0 | 1 | 2 | 3 | N |

1. The Supplier will report the following metrics each month:
   1. The total number of items (typically Stories) in the Product Backlog in all stages of delivery representing the Minimum Viable Product, as these terms are defined in the Agile Process (the Total Work Metric).
   2. The total number of expected roles in the Supplier team based on agreed Statements of Works (the Expected Team metric).
   3. The total number of actual roles in the Supplier team based on agreed Statements of Works (the Actual Team Metric).
   4. The Whole Time Equivalent roles in the Supplier team based on agreed Statements of Works (the WTE Metric).
   5. The total value of all current Statements of Works agreed by both Parties (the Committed Cost Metric).
   6. The total value of Supplier charges accrued by the Buyer (the Cost to Date metric).
   7. The monthly value of Supplier charges accrued by the Buyer (the Monthly Cost Metric).
   8. The total value of Supplier charges currently withheld subject to delivery of Minimum Commitment (as defined in Part D – Agile Process) (the Pending Delivery Metric).
   9. Number and details of Key Subcontractors used by the Supplier in the month (the Key Subcontractor Metric).
   10. Self-assessment against service standards to determine indicative % compliance with GDS and NCSC standards.
2. The Supplier shall provide resources and capabilities to support resolution activities (may include either a complete fix or a work-around solution) to restore live environments for systems delivered under Statements of Works (the Production System) provided one or more Statement of Works is currently active.
3. Both Parties agree that priority of issues with Production System will be jointly agreed between the Buyer and the Supplier.
4. The Supplier shall make reasonable endeavours to meet the following SLAs with respect to resolving issues with the Production System:

| **SLA Level** | **Description** | **Response Target** | **Resolution Target** |
| --- | --- | --- | --- |
| *Priority 1* | Outage or, major impact to the availability and /or performance of Production System | *0.25 business hours* | *3 business hours* |
| *Priority 2* | Impact to the availability or performance of a critical part of the Production System | *1 business hour* | *8 business hours* |
| *Priority 3* | Impact to the availability or performance of a non-critical part of the Production System | *8 business hours* | *Next release* |
| *Priority 4* | Non availability or performance impacting Production System issue. | *8 business hours* | *Next release* |
| *Priority 5* | Non availability or performance impacting Production System issue, may be a service request or normal change request. | *8 business hours* | *Next release* |

1. Both Parties agree that business hours in the context of SLAs will mean UK time between the hours of 09:00 and 17:30 each day, excluding Saturdays, Sundays and English bank holidays.
2. No warranty period is provided for the Production System by the Supplier unless otherwise defined and agreed with the Buyer within Statements of Works.

**Critical Service Level Failure**

1. Any Critical Service Levels will be defined and agreed between Supplier and Buyer within a Statement of Works, if required.

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

### 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**

|  |  |  |
| --- | --- | --- |
| **Key Supplier Personnel** | **Key Role(s)** | **Duration** |
| REDACTION, under FOIA Section 40 Personal Information | REDACTION, under FOIA Section 40 Personal Information | Contract Period |
| REDACTION, under FOIA Section 40 Personal Information | REDACTION, under FOIA Section 40 Personal Information | Contract Period |

**Part B – Key Sub-Contractors**

| **Key Sub-contractor name and address (if not the same as the registered office)** | **Registered office and company number** | **Related product/Service description** | **Key Sub-contract price expressed as a percentage of total projected Charges over the Contract Period** | **Key role in delivery of the Services** |
| --- | --- | --- | --- | --- |
| PA Holdings Limited | 02235016 | The Supplier’s parent company and the employer of Supplier personnel | 100% | Yes |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**Attachment 6 – Software**

### The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).

### 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**

Not applicable as at the Commencement Date.

**Part B – Third Party Software**

1. This is the Third Party Software as it is understood at Commencement Date. Note: no details entered at Commencement Date.

1. Both Parties agree that the Third Party Software will be validated and, if required updated, as an outcome of the Foundation Stage.
2. Both Parties agree that the Third Party Software will be reviewed and updated from time to time as required to deliver the programme, including on completion of each Indicative Stage in the Outline Implementation Plan as a minimum.

The Third Party Software shall include the following items:

| **Third Party Software** | **Supplier** | **Purpose** | **Number of Licences** | **Restrictions** | **Number of Copies** | **Type (COTS or Non‑COTS)** | **Term/**  **Expiry** |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

**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**

|  |  |  |
| --- | --- | --- |
| **Entity** | **Credit Rating (long term)**  *(insert credit rating issued for the entity at the Commencement Date)* | **Credit Rating Threshold**  *(insert the actual rating (e.g. AA-) or the Credit Rating Level (e.g. Credit Rating Level 3)* |
| ***Supplier*** | Dun and Bradstreet (“D&B”)  5A1 Failure Score | D&B  5A2 Failure Score |

**PART B – RATING AGENCIES**

Rating Agency: Dunn & Bradstreet

**Attachment 8 – Governance**

**PART A – SHORT FORM GOVERNANCE**

Not applicable.

**PART B – LONG FORM GOVERNANCE**

For the purpose of Part B of Schedule 7 (Long Form Governance) of the Call-Off Terms, the following boards shall apply:

|  |  |
| --- | --- |
| Service Management Board | |
| Buyer Members of Service Management Board (include details of chairperson) | Buyer Delivery Lead  Head of Service Management (Chair)  Service Delivery Manager  Service Implementation Manager  Buyer Product Owner  Buyer Subject Matter Experts (SMEs) x2  Programme Manager  Cyber Security Lead  Problem & Change Manager  IT Service Manager |
| Supplier Members of Service Management Board | Supplier Delivery Lead  Supplier Service Lead |
| Start Date for Service Management Board meetings | 13th November 2023, 10:35am – 11:35am |
| Frequency of Service Management Board meetings | Weekly |
| Location of Service Management Board meetings | Remote, unless otherwise agreed |

|  |  |
| --- | --- |
| Programme Board (Research Systems Programme Board) | |
| Buyer members of Programme Board (include details of chairperson) | HRA Chief Executive Officer (Chair and SRO for Programme)  Chief Digital Transformation Officer  Chief Business Transformation Officer  HRA Board NED  DHSC Head of Systems and Information (Research)  Director of Approvals  Director of Policy and Partnerships  Deputy Director of Finance  Head of Service Delivery Management  Head of Guidance and Advice  RSP Programme Manager  RSP Project Manager |
| Supplier members of Programme Board to attend during ‘open/supplier’ session only (TBC) | Supplier Account Lead  Supplier Health Research Lead  Supplier Delivery Lead  SMEs (as necessary) |
| Start date for Programme Board meetings | 22 November 2023, 1.05pm to 3.05pm |
| Frequency of Programme Board meetings | At least once a month |
| Location of Programme Board meetings | Remote, unless otherwise agreed |

|  |  |
| --- | --- |
| Change Management Board | |
| Buyer Members of Change Management Board (include details of chairperson) | Programme Manager (Chair)  Chief Digital Transformation Officer  Approvals Service Owner  Chief Business Transformation Officer  Head of User Centred Design  Technical Lead  Head of Service Management  Product Owner  Delivery Leads  SMEs(as necessary) |
| Supplier Members of Change Management Board  To attend during ‘open/supplier’ session only, as required relating to operational changes arising from Programme | Supplier Account Lead  Supplier Delivery Lead  Supplier Service Lead  Supplier Technical Lead  Supplier Design Principal  Supplier Product Owner  SMEs (as necessary) |
| Start Date for Change Management Board meetings | To be agreed within two weeks of the Contract Commencement Date |
| Frequency of Change Management Board meetings | At least once a month |
| Location of Change Management Board meetings | Remote, unless otherwise agreed |

|  |  |
| --- | --- |
| Technical Board | |
| Buyer Members of Technical Board (include details of chairperson) | (The chair will rotate on a six monthly basis between the Technical Lead, the Head of Data Engineering, and the Cyber Security Lead.)  Technical Lead  Head of Data Engineering  Cyber Security Lead  IT Services Manager  Company Secretary  Head of Service Delivery  Head of Communications  The TDA can co-opt other Subject Matter Experts (SMEs) from supplier, partner, vendor and stakeholder organisations. |
| Supplier Members of Technical Board  To attend during ‘open/supplier’ session only, as required relating to the Programme | Supplier Technical Lead  SMEs (as necessary) |
| Start Date for Technical Board meetings | 31st October 2023, 3:00pm |
| Frequency of Technical Board meetings | Weekly |
| Location of Technical Board meetings | Remote, unless otherwise agreed |

|  |  |
| --- | --- |
| Risk Management Board | |
| Buyer Members for Risk Management Board (include details of chairperson) | Programme Manager (Chair)  Chief Digital Transformation Officer  Approvals Service Owner  Chief Business Transformation Officer  Head of User Centred Design  Technical Lead  Head of Service Management  Product Owner  Delivery Leads  SMEs (as necessary) |
| Supplier Members for Risk Management Board | Supplier Account Lead  Supplier Delivery Lead  Supplier Service Lead  Supplier Technical Lead  Supplier Design Principal  Supplier Product Owner  SMEs (as necessary) |
| Start Date for Risk Management Board meetings | To be agreed within two weeks of the Contract Commencement Date |
| Frequency of Risk Management Board meetings | At least once a month |
| Location of Risk Management Board meetings | Remote, unless otherwise agreed |

**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. The contact details of the Buyer’s Data Protection Officer are: REDACTION, under FOIA Section 40 Personal Information
    2. The contact details of the Supplier’s personnel responsible for Data Protection matters on this Call-Off Contract are: REDACTION, under FOIA Section 40 Personal Information
    3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
    4. Any such further instructions shall be incorporated into this Attachment 9.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | **The Buyer is Controller and the Supplier is Processor**  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:  Held on IRAS (BGO Platform):   * contact details of researchers, sponsors and other groups involved in the research application; and may also attach * CVs including include standard contact information such as address, email, qualifications.     Held on IRAS (Pega Platform):   * personal identifiable data of researchers and collaborators, such as publicly available office addresses and contact numbers. * Occasionally, researchers can include personal email addresses and mobile phone numbers.     Held on IRAS (Pega Platform):   * Contract details of Buyer members of staff and Committee members * Contact details of Committee members, application information (not E&D), declared interests, training / education * Contact details of Researchers, and sometimes CVs     Held on TOPS:   * General identifier e.g. NHS number, (NI number for UK citizens, passport number and country for non-UK citizens)   **The Supplier is Controller and the Buyer 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*:*   * Not applicable   **The Parties are Joint Controllers**  The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:   * Not applicable   **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*:*   * ***Business contact details of Supplier Personnel,*** * ***Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer’s duties under this Contract.*** |
| Duration of the processing | ***Duration of Contract Period*** |
| Nature and purposes of the processing | The Supplier will facilitate the migration of data from the Buyer’s legacy systems. Full access to the front and back end of the Buyer’s current systems will be required to support this processing. |
| Type of Personal Data | * Name * Address * date of birth * NI number * telephone number * email address * NHS number * Passport number |
| Categories of Data Subject | * Staff * Volunteers * Researchers * Research Sponsors * Other users of IRAS, HARP and TOPS application systems |
| 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 | Once data migration and the contract is complete, access to the data will be removed and no personal data (in respect of which the Supplier is a Processor) will be retained by the supplier.  The Buyer will retain and destroy the data in accordance with its own document control and records management policy and retention schedule. |

**Attachment 10 – Transparency Reports**

The Supplier will report to the Buyer in accordance with the terms of the Contract. This includes, but is not limited to, obligations specified in the Call Off Terms, Additional/Alternative Schedules and Clauses, and the Order Form. Of particular note is the commitment to provide regular performance data as detailed in Attachment 4 – Service Levels, along with specific KPI data, which will be published.

The table below is not used at the Commencement Date. However, this may be reviewed and updated by agreement from time to time as required or if considered desirable by both Parties.

|  |  |  |  |
| --- | --- | --- | --- |
| **Title** | **Content** | **Format** | **Frequency** |
| Performance |  |  |  |
| Charges |  |  |  |
| Key Sub-Contractors |  |  |  |
| Technical |  |  |  |
| Performance management |  |  |  |

**Appendix A – Statement of Work (SOW) Template**

|  |  |  |
| --- | --- | --- |
| **1. STATEMENT OF WORK (“SOW”) DETAILS** | | |
| Upon execution, this SOW forms part of the Call-Off Contract (referenced 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 Contact.  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:** | | Research Systems Delivery Partner Services  CP000100/ Atamis Reference: C141144 |
| **Buyer:** | | Health Research Authority |
| **Supplier:** | | PA Consulting Services Limited |
| **SOW Commencement Date:** | |  |
| **SOW End Date:** | |  |
| **Duration of SOW:** | |  |
| **Key Personnel (Buyer)** | | [Including Buyer Product Manager] |
| **Key Personnel (Supplier)** | | |  |  |  | | --- | --- | --- | | Supplier Personnel Name | Key Role | Duration | |  | Project Manager |  | |  | Development Team Members |  | |
| **Subcontractors** | | [As set out in the Call-Off Contract Order Form] [and]   * [Company Name] |
| **Applicable Testing Procedure** (select one option only or replace entire text with “not applicable” if Deliverables testing is not applicable to this SOW) | | Agile Process (Annex 1, Part D of the Order Form) – [YES/NO]  S2 Testing Procedures – [YES/NO] |
| **2. CALL-OFF CONTRACT SPECIFICATION - PROGRAMME 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, Onboarding, Foundation, Discovery, Alpha, Beta or Live]. |
| **Overview of Requirement** | | [Insert details including Release Types(s), for example, Adhoc, Inception, Calibration or Delivery]. |
| **3. AGILE DEVELOPMENT – as governed by Annex 1, Part D of the Order Form** | | |
| **Product Backlog Items (Grouped by Sprint) and associated Acceptance Criteria and Definitions of Done (indicative)** | | [Insert the initial list of Product Backlog Items (and their Acceptance Criteria and Definitions of Done), to be refined as each Sprint progresses] |
| **Number of Sprints** | |  |
| **Sprint Duration** | |  |
| **Resource Effort for each Sprint (indicative)** | |  |
| **Size of Development Team per Sprint (indicative)** | |  |
| **Sprint Goal and Minimum Commitment for each Sprint (indicative)** | | [Insert the Sprint Goal and Minimum Commitment (minimum number of Product Backlog Items) for each Sprint in this SOW, to be refined as each Sprint progresses]  [Insert expectations on the grace period] |
| **4. BUYER REQUIREMENTS – SOW SERVICES AND DELIVERABLES** | | |
| [If T&M]  The Supplier will provide the following services, on a Time and Materials basis:   * [INSERT]   [If Milestone based]  The Supplier will deliver the following Milestones by the following Milestone Date:   |  |  |  |  |  | | --- | --- | --- | --- | --- | | Ref | Milestone Description | Acceptance Criteria | Milestone Date | Payment Milestone (Y/N) | | MS01 |  |  |  |  | | MS02 |  |  |  |  |  |  | | --- | | [Insert high-level objectives] | | | |
| **Implementation Plan and Delay Payments (if appliable)** | | [Describe or attach any updates required to the Detailed Implementation Plan]  [Specify Delay Payments (if applicable)] |
| **Risk Register** | | [Describe or attach any updates required to the Risk Register set out in Part D of Attachment 2 of the Call-Off Contract Order Form] |
| **Buyer Assets:** | | [As set out in the Call-Off Contract Order Form] [and]  [list] |
| **Service Levels (if applicable)** | |  |
| **Service Credits (if applicable)** | |  |
| **Critical Service Level Failure threshold (if applicable)** | |  |
| **Buyer Responsibilities** | | [As set out in the Call-Off Contract Order Form] [and]  [list] |
| **Supplier Resource Plan** | |  |
| **Security Applicable to SOW:** | | [As set out in the Call-Off Contract Order Form] [and]  [list] |
| **SOW Standards** | | [As set out in the Call-Off Contract Order Form] [and]  [list] |
| **Additional Requirements** | | [Insert details] |
| **Key Supplier Staff** | | [List]  [Indicate: whether there is any requirement to issue a Status Determination Statement] |
| **[SOW Reporting Requirements:]** | | [As set out in the Call-Off Contract Order Form Attachment 8 and Schedule 7 (Governance)] |
| **5. CHARGES** | | |
| **Charging method** | | The applicable charging method(s) for this SOW is:   1. [Capped Time and Materials, and Fee Cap applicable] 2. [Fixed Per Sprint Price - Part A, Attachment 2 of the Order Form applies] 3. [Time and Materials] 4. [Fixed Price (including payment Milestones)] 5. [2 or more of the above charging methods]   The Charges detailed above shall be invoiced in accordance with Clause 15 of the Call-Off Contract and the Financial model set out below. |
| **Rate Cards Applicable** | | Time and materials-based pricing shall be calculated with reference to the Supplier’s rate card in Attachment 2 of the Call-Off Contract Order Form. |
| **Financial Model** | | [Supplier to insert its financial model applicable to this SOW] |
| **Reimbursable Expenses** | | [See Expenses Policy [attached][emailed by x to y on date]  [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] |
| 1. **ASSURANCE** | | |
| **Commercial Review** | | Name: |
| Date: |
| **Final Business Review** | | Name: |
| Date: |
| **7. SIGNATURES AND APPROVALS** | | |
| **Agreement of this SOW**  BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into 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: | |
| Name: | |
| Title: | |
| Date: | |
| Signature: | |

**Annex 1**

**PART A – CALL OFF TERMS**

The parties acknowledge and agree that certain provisions within the Call Off Terms have been amended. For ease of reference, the amendments have been highlighted in the attached:

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**PART B – ALTERNATIVE AND ADDITIONAL SCHEDULES AND CLAUSES**

As published on[Technology Services 3 - CCS (crowncommercial.gov.uk)](https://www.crowncommercial.gov.uk/agreements/RM6100) as at the date of this Call-Off Contract, subject to any amendments or additions set out in Part C below. Both parties acknowledge receiving a copy.

**S1: Implementation Plan** – Amendments set out in Part C below.

**S2: Testing Procedures** – Amendments set out in Part C below.

**S3: Security Requirements (Part B)** - No amendments

**S6: Business Continuity and Disaster Recovery** – No amendments

**S7: Continuous Improvement** - No amendments

**PART C – AMENDMENTS TO THE ALTERNATIVE AND ADDITIONAL CLAUSES**

The parties acknowledge and agree that certain provisions within Schedule S1 (Implementation Plan) and Schedule S2 (Testing Procedures) have been amended. For ease of reference, the amendments have been highlighted in the attached:



In addition, the parties agree that, for the purposes of this Order Form, the following are agreed in respect of Schedule S2 (Testing Procedures):

1. The provisions of Schedule S2 shall apply to all Statements of Work, where such provisions do not conflict or are inconsistent with the provisions of Part D of this Order Form.
2. In Paragraphs 4.1 and 5.1, references to the term “Commencement Date” shall mean the start date of the Statement of Work in which Schedule S2 is stated as being applicable. This clarification relates to the date by which the Supplier must prepare a Test Strategy and Test Plan.

**PART D - AGILE PROCESS**

1. **Definitions and Interpretation**
   1. Terms not defined in this Part D shall have the meanings given to them in the Call-Off Terms. The following definitions shall also apply in this Part D:

“**Acceptance Criteria”** means the acceptance criteria set out in a particular Deliverable or User Story. The Acceptance Criteria may be further defined by the Project Participants when the relevant User Story is identified and included in the Sprint Backlog, and as part of the subsequent Sprint Planning Meeting;

“**Acceptance Tests**” means the tests that are to be run on the Deliverables under clause 9 to determine whether each User Story complies with its Acceptance Criteria;

**Agile Process**” means the principles and processes described in clauses 4 to 9 of this Part D;

“**Agile Change Control Process**” means the process described in clause 8;

"**Buyer Product Manager**" means the Buyer employee described in the relevant Statement of Work and any replacement from time to time. If the relevant Statement of Work does not define a Buyer Product Manager then the Service Owner defined in the Buyer Responsibilities Clause of this Order Form will operate as the Buyer Product Manager;“**Defect**” means an error or other non-conformity that prevents a Product Backlog Item from meeting the relevant Definition of Done and/or the Acceptance Criteria;

"**Definition of Done**" means the definition[s] and the criteria set out in the relevant Statement of Work in addition to those criteria agreed by the Project Participants on a case by case basis and used to determine whether a Product Backlog Item meets the Buyer Product Manager’s requirements. The Definition of Done may be further defined by the Project Participants when the relevant User Story is identified and included in the Sprint Backlog, and as part of the subsequent Sprint Planning Meeting;

"**Delivered**" or "**Delivery**" means conformity of a particular User Story with the relevant Definition of Done and Acceptance Criteria, and Deliver and Delivered shall be construed accordingly;

"**Deliverable(s)**" means the output of a Sprint and/or some or all of the following: (i) Services and Software; (ii) object code and source code versions of all Deliverables; and (iii) all materials provided under these Services;

**“Delivered**” means when a Product Backlog Item meets:

* + 1. the relevant Definition of Done; and
    2. the relevant Acceptance Criteria, in accordance with clause 9;

"**Development Team**" means the Supplier and Buyer employees described under a relevant Statement of Work and any replacements from time to time permitted under this Order Form;

"**Epic**" means the non-technical description for a collection of User Stories and/or Deliverables, describing the intended operations, functions, performance and other characteristics of the Specially Written Software or part of the Specially Written Software, Services, or Deliverable that will be contributing towards the achievement of the Product Vision;

**“Final Sprint**” means the last Sprint of a Project to be performed by the Supplier;

“**Minimum Commitment**” means for each Sprint, the minimum number of Product Backlog Items from the Sprint Backlog to be Delivered by the Supplier under that applicable Statement of Work;

"**Product** **Vision**" means an outline of the Product, describing its goals, scope and benefits, described through the Foundation Stage;

**“Nominal Product Backlog Item Cost”** means the equal portion of the charges for the Sprint attributable to each Product Backlog Item based on the Minimum Commitment, calculated by dividing the charges for a Sprint by the Minimum Commitment for that Sprint.

"**Project Vision**" means an outline of the Project, describing its goals, targeted benefits and overall focus described in the relevant Statement of Work;

"**Project**" means a project for the provision of Services under a Statement of Work;

**“Product Backlog”** means a document provided by the Buyer from time to time, based on the Product Vision and kept up to date by the Buyer Product Manager that comprises:

* + - * 1. the Product Backlog Items;
        2. the Defects and Delivered Product Backlog Items to date;
        3. the estimated business value of each Product Backlog Item; and
        4. the Resource Effort for each Product Backlog Item;

**“Product Backlog Item”** means a Deliverable, Epic, User Story or other item of work included in the Product Backlog;

"**Project Completion**" has the meaning given to is clause 7.15;

"**Project Manager**" means the Buyer Employee described in the relevant Statement of Work;

"**Project Participants**" means the Development Team, the Buyer Product Manager and the Project Manager involved in the project delivery. as identified in a Statement of Works.

"**Project Term**" has the meaning given to it in clause 2.1;

"**Release Planning Sessions**" means a planning meeting between the Project Participants to discuss the matters referred to in clause 7.11;

"**Resource Effort**" means as the context dictates, the number of day's effort required of the Supplier’s resource for (i) the Project and each Sprint; (ii) Epics; and (iii) User Stories;.

“**Retention Amount”** meansa percentage of the Supplier’s Charges equivalent to the percentage of a Shortfall attributed to the Supplier under the root cause analysis conducted under Clause 7.7 below, calculated as follows:

#### if the Minimum Commitment is achieved for a Sprint, the Retention Amount for that Sprint will be 0% of the Fixed Price per Sprint; and

#### if the Minimum Commitment is not met for a Sprint, the Retention Amount for that Sprint will be the number of items in the Shortfall attributed to the Supplier under the root cause analysis conducted under Clause 7.7 below, multiplied by the Nominal Product Backlog Item Cost for that Sprint.

**“Shortfall”** means the number of Product Backlog Items that have not been Delivered within a Sprint, and as a consequence of which results in failure to achieve the Minimum Commitment;

**“SOW Commencement Date**” means the commencement date indicated in a Statement of Works;

"**Sprint**" means a fixed period, as specified in the relevant Statement of Work, during which Product Backlog items are developed and the relevant Deliverables are tested and Delivered in accordance with this Order Form;

"**Sprint Backlog**" means the document setting out the Product Backlog Items, determined by the Buyer Product Manager in accordance with clause 6.3, that are to be developed during the current Sprint;

"**Sprint Goal**" means a singular objective that describes the purpose of the Sprint, outlining a business or user need;

"**Sprint Planning Meeting**" means a planning meeting between the Project Participants to discuss the matters referred to in clause 6.2;

"**Sprint Retrospective Meeting**" means a retrospective meeting between the Project Participants to discuss the matters referred to in clause 7.8;

"**Sprint Review Meeting**" means a review meeting between the Project Participants and any Stakeholders that wish to attend to discuss the issues set out in clause 7.4;

**“Statement of Works”** or **“SoW”** means the document which, upon its execution by the Buyer and Supplier, shall become incorporated into the Contract and outlines the agreed body of works to be undertaken as part of the Contract Deliverables. There may be any number of Statements of Work incorporated into the Contract and each Statement of Work shall be in the format set out in Appendix A of this Contract;

"**Stand—up**" means (unless otherwise agreed) a meeting of the relevant Project Participants on each Working Day during the Project Term (except during any period of leave agreed by the Parties) to discuss: (i) tasks completed on the previous Working Day; (ii) tasks to be completed on the current Working Day; and any impediments potentially affecting attainment of the Sprint Goal;

"**User Story**" means an individual Product Backlog Item which describes an ‘outcome based’ operation, function, performance and other characteristic of the Deliverable. A User Story may include, but is not limited to, functionality, features, enhancement requests, infrastructure setup, or technical documentation.

* 1. Clause headings shall not affect the interpretation of this Part D.
  2. Reference to clauses are to the clauses of this Part D, and references to Clauses, Schedules and Paragraphs shall mean the Clauses, Schedules and Paragraphs of the Call-Off Terms.

1. **Project duration**
   1. Each Project shall commence on the SOW Commencement Date and, unless otherwise terminated in accordance with the Call-Off Terms shall continue until Project Completion, when the Statement of Work shall expire without further notice (such duration being the **“Project Term**”).
2. **Project and Project Participants**
   1. The Project Participants shall participate in the Project, following the Agile Process and, where applicable, the Agile Change Control Process.
   2. The Project Participants who are Participating in a Project are identified in each Statement of Work.
   3. The Parties acknowledge and agree that:
      1. the respective roles and responsibilities, level of dedication to the Project and (where appropriate) criteria concerning requisite skills, experience and qualification of the Project Participants are specified in a Statement of Work; and
      2. timely and successful Project Completion depends on continuity of personnel in the roles of Development Team members, the Project Manager and the Buyer Product Manager.
   4. Any Project Participant shall respond to any queries or reasonable requests for information from any Project Participant as soon as reasonably possible.
3. **Agile Process** 
   1. Unless otherwise agreed, the Parties will conduct Projects using an Agile Process. This clause outlines some of the expectations on the Parties in participating in the Agile Process.
   2. The Supplier shall provide the Services in accordance with this Part D, which shall include:
      1. Performing the Services in accordance with the principles of the Agile Process;
      2. Performing the Services to deliver the Sprint Backlog Items set out in the Sprint Backlog for each Sprint;
      3. Performing the Services at all times in furtherance of the Product Vision;
      4. Attempting to complete the Sprint Goal in each Sprint, but in any event using reasonable endeavours to meet the Minimum Commitment for each Sprint;
      5. Delivering the Deliverables to the Buyer at the end of each Sprint;
      6. Ensuring the Development Team performs their responsibilities as further described in this Part D and the Statement of Works; and
      7. Performing the other obligations of the Supplier as described in this Part D.
   3. Where an Agile Process is followed, the Parties will work within a time increment of a Sprint.
      1. At the beginning of each Project the Supplier will agree with the Buyer the appropriate length of a Sprint. Where one is not defined, it is assumed that the length of a sprint is 2 (two) calendar weeks. Each Sprint within a Project shall be contiguous.
      2. The Sprint period is assumed fixed regardless of the number of Working Days during the Sprint period (for example, where there is a statutory holiday during the time-period) unless otherwise agreed between the Supplier and the Buyer. For the avoidance of doubt, where a Sprint has fewer Working Days, the number of Product Backlog Items delivered in the Sprint may be reduced.
   4. For clarity, the Parties acknowledge and agree that the Buyer Product Manager may not amend the Resource Effort determined for specific Stories but it may dispute any such determination. Where there is a dispute the Parties shall endeavour to resolve the dispute promptly.
4. **Product Backlog**
   1. Each Product Backlog Item in the Product Backlog will be allocated a Resource Effort by the Supplier which will reflect the estimated resource effort required by the Supplier to deliver that Product Backlog Item. The Product Backlog Items remaining on the Product Backlog and the corresponding allocation of Resource Effort may be revised by the Supplier both following the completion of each Sprint and also during any Sprint Planning Meeting to reflect greater accuracy of Resource Effort estimation as the Project progresses. The Supplier shall act in good faith, honestly and rationally in the allocation and ongoing refinement of Resource Effort that are allocated to Product Backlog Items.
   2. Each Product Backlog Item in the Product Backlog in the form of a User Story or a Defect shall have an Acceptance Criteria allocated to it. Such Acceptance Criteria are set by the Buyer Product Manager with input from the Development Team as reasonably required by the Buyer Product Manager and may evolve as the detail of the Product Backlog Item develops.
   3. Where any new Product Backlog Items are added to the Product Backlog by the Buyer Product Manager, the Supplier shall promptly allocate the required Resource Effort to deliver such new Product Backlog Items, as further described in the Agile Change Control Process.
   4. The Buyer and the Supplier acknowledge and agree that the Product Backlog, and the Product Backlog Items contained in it, are subject to change over the course of the Supplier’s performance of the Services. As further described in this Part D, the Buyer Product Manager shall be responsible for maintaining and updating the Product Backlog, with support, input and advice from the Supplier as reasonably requested from time to time. For clarity, the Parties acknowledge and agree that the Buyer Product Manager may as it sees fit, from time to time during the Project Term:
      1. sort the Product Backlog Items included in the Product Backlog in terms of priority to the Buyer;
      2. change the priority of the Product Backlog Items included in the Product Backlog and delete Product Backlog Items from the Product Backlog; and
      3. must follow the Agile Change Control Process if it wishes to include any new or varied Product Backlog Item in the Product Backlog.
   5. The Parties acknowledge and agree that, subject to the Supplier’s obligation to meet the Minimum Commitment in each Sprint:
      1. the Supplier is unable to commit at the commencement of the Project as to which Product Backlog Items will be delivered as part of each Sprint or the constituents of the overall Specially Written Software prior to the Project Completion;
      2. the Supplier is not committing to deliver the entire Product Backlog, and the Supplier will only perform Services in respect of the Product Backlog Items that are selected for the applicable Sprint Backlog in each Sprint; and
      3. the Supplier will provide the Buyer with such assistance as the Buyer Product Manager and Project Manager reasonably require to define and prioritise the Product Backlog Items to be delivered by the Supplier within the available Sprints.
5. **Sprint Planning**
   1. The Parties shall hold a Sprint Planning Meeting before the relevant Sprint commences.
   2. At each Sprint Planning Meeting:
      1. the Buyer Product Manager and the Supplier shall agree the Development Team to be engaged for the Sprint;
      2. the Buyer Product Manager and the Development Team shall define a Sprint Goal they wish to achieve during the Sprint;
      3. the Buyer Product Manager shall select Product Backlog Items from the Product Backlog it wishes to be included in the current Sprint Backlog;
      4. the Buyer Product Manager shall notify the Development Team of the selected Product Backlog Items, their respective Acceptance Criteria, and other relevant information;
      5. the Development Team shall determine how many of the selected Product Backlog Items they can commit to deliver during the current Sprint and notify the Product Owner accordingly; and
      6. the Buyer Product Manager and the Development Team may agree to replace a higher-priority Product Backlog Item with a lower-priority Product Backlog Item bearing equal or less Resource Effort if it is technically expedient to do so.
   3. The Buyer Product Manager and the Development Team shall jointly agree the selection of Product Backlog Items to be included in the current Sprint Backlog and the Minimum Commitment.
   4. Once the Product Backlog Items to be included in the Sprint Backlog have been defined no alterations or additions may be made to the Sprint Backlog, unless mutually agreed and the Development Team shall prepare the Sprint Backlog which shall include:
      1. the Sprint Goal;
      2. the User Stories;
      3. the Resource Effort for each User Story; and
      4. a breakdown of each User Story into specific tasks and allocation of these tasks to specific Development Team members.
   5. The Development Team shall maintain the Sprint Backlog and update it daily to reflect any changes in the Resource Effort for any Sprint including,
      1. recording the Sprint Goal for each Sprint;
      2. recording a copy of the Sprint Backlog agreed for each Sprint, and the version of the Product Backlog in existence as at the commencement of each Sprint;
      3. recording updates to the Product Backlog made by the Buyer Product Manager from time to time, including the addition of new Product Backlog Items and related Acceptance Criteria and the reprioritisation of the order of the Product Backlog Items;
      4. recording the Resource Effort ascribed to any Product Backlog Item;
      5. recording any refined and/or enhanced Definition of Done agreed by the Buyer Product Manager and Development Team from time to time as part of any Sprint Planning Meeting and/or Sprint Retrospective Meeting;
      6. recording the Product Backlog Items that are Delivered and the Product Backlog Items that are not Delivered following the completion of each Sprint;
      7. recording whether the Minimum Commitment has been met following the completion of each Sprint; and
      8. recording any updates to the Product Vision made by the Buyer Product Manager.
6. **Sprints and Sprint Meetings** 
   1. During each Sprint the Development Team shall:
      1. develop the Deliverables in accordance with the Sprint Backlog and the relevant Statement of Work; and
      2. hold regular Stand –up meetings. At the beginning of each Project the Supplier will agree with the Buyer the appropriate regularity of a Stand-up. Where one is not defined, it is assumed that a Stand-up will occur daily. From time to time this regularity may be adjusted by agreement of the Buyer and Supplier.
   2. The Development Team and the Buyer Product Manager shall:
      1. use reasonable endeavours to complete the Sprint Backlog during the relevant Sprint;
      2. ensure the Minimum Commitment is met; and
      3. from time to time review the Resource Effort for any User Story within the Sprint and determine whether and, if so, what change in the Resource Effort is appropriate.
   3. Within 2 (two) Working Days of the end of each Sprint, the Project Participants shall hold:
      1. a Sprint Review Meeting in conjunction with any Buyer Representatives that wish to attend;
      2. a Sprint Retrospective Meeting; and
      3. a Sprint Planning Meeting for the next Sprint.
   4. At the Sprint Review Meeting:
      1. the Development Team shall determine which of the Products from the Sprint meet their respective Definitions of Done and whether there is a Shortfall and notify the Buyer Product Manager and relevant stakeholders accordingly; and
      2. the Buyer Product Manager shall determine which of the Deliverables from the Sprint meet the respective Acceptance Criteria in all material respects in accordance with clause 9.
   5. At or following the Sprint Review Meeting (as appropriate), the Buyer Product Manager shall:
      1. transfer back to the Product Backlog any Sprint Backlog Items that have not been developed during the current Sprint and/or has not been Delivered to the standard required by this Part D (both of which shall be deemed to be an outstanding Product Backlog Item);
      2. add any new Defects to the Product Backlog;
      3. add any new User Stories to the Product Backlog; and
      4. reset all priorities for all outstanding Product Backlog Items (giving priority to any Shortfall so far as reasonably practicable).
   6. The Agile Change Control Process described in clause 8 shall apply to such changes to the Product Backlog.
   7. Following the Sprint Review Meeting the Project Participants shall conduct a root cause analysis of any Shortall. The Parties shall act in good faith when determining the extent to which the Shortfall is due to an act or omission of the Buyer, including a failure by the Buyer to deliver Buyer Responsibilities or whether the Shortall should be attributed to the Supplier.
   8. At each Sprint Retrospective Meeting, the Project Participants shall discuss and agree potential improvements to their practices, teamwork, environment, or organisation for implementation in future Sprints and review their appropriateness and efficacy at an agreed point in the future.
   9. To the extent any Shortfall is attributed to the Supplier under the root cause analysis conducted pursuant to paragraph 7.7, the Supplier shall in subsequent Sprints deliver the Shortfall or, if directed to by the Buyer Product Manager, other Product Backlog Items (with equivalent Resource Effort). The Supplier shall not be entitled to invoice for the Retention Amount until such time as it has Delivered the Shortfall or other Product Backlog Items (with equivalent Resource Effort).
   10. A minimum of once every six (6) Sprint period the Project Participants shall hold Release Planning Sessions.
   11. At each Release Planning Session, the Project Participants shall:
       1. discuss whether development of the Deliverable remains aligned with the Product Vision and with the Parties’ expectations;
       2. evaluate cost and timeline impacts due to additions of Product Backlog Items to, or deletions of Product Backlog Items from, the Product Backlog.
   12. Material changes to the Product Backlog shall be subject to the Schedule 5 (Change Control Procedure) of the Call-Off Terms.
   13. Following each Sprint Review Meeting, Sprint Retrospective Meeting or Release Planning Session (as applicable) the Project Participants shall promptly commence the next Sprint.
   14. The Parties shall repeat the Agile Process and continue to do so until the end of the Project Term
   15. The Project shall be complete if:  
       1. the Product Backlog Items in the Final Sprint have been Delivered and the Buyer product Manager has notified the Supplier accordingly; or
       2. (subject to clause 7.9 the number of Sprints defined in the relevant Statement of Work has been reached

(and the point when either of the above occur shall be “**Project Completion**”).

1. **Agile Change Control Process**
   1. If the Buyer Product Manager requests that a new Product Backlog Item be added to the Product Backlog:
      1. the Development Team shall, to the extent that it can reasonably accommodate it alongside Sprint delivery activities, determine the amount of Resource Effort needed to Deliver that Product Backlog Item and acting in good faith, honestly and rationally; and
      2. the Buyer Product Manager may, at its option:
         1. remove from the Product Backlog an existing Product Backlog Item or multiple Product Backlog Items, (the Development Team should confirm if the existing Product Backlog Item or Product Backlog Items have been selected for a Sprint and/or the proposed change is technically viable before the Buyer Product Manager ultimately makes a determination).
         2. include such new Product Backlog Item as an additional Product Backlog Item which may be agreed as part of the Sprint Backlog for a future Sprint. In accordance with clause 5.5(b), the Buyer acknowledges and agrees that including additional Product Backlog Items onto the Product Backlog does not commit the Supplier to deliver the same unless and until the same are selected for inclusion in the applicable Sprint Backlog for a future Sprint.
   2. Save as described in clause 8.1, all other changes to this Part D shall be agreed in accordance with Schedule 5 (Change Control Procedure) of the Call-Off Terms.
2. **Acceptance Testing Procedure**
   1. In each Sprint, promptly following the delivery of the Product Backlog Items by the Development Team, the Development Team shall undertake the Acceptance Tests to determine whether the Product Backlog Items have met their respective Acceptance Criteria. The Development Team shall ensure that the Product Backlog Items are delivered to the Buyer Product Manager to meet the timescales required in each Sprint, including by allowing the Buyer Product Manager sufficient time to review evidence of Acceptance Tests prior to the Sprint Review Meeting.
   2. The Development Team shall carry out the Acceptance Tests using the Acceptance Criteria and capture evidence that the Acceptance Tests have been executed. The Development Team shall permit Supplier to attend and observe the Acceptance Tests and the evidence of executed Acceptance Test.
   3. The Buyer Product Manager shall not unreasonably withhold or delay its agreement that any particular Product Backlog Item meets its Acceptance Criteria.
   4. The Buyer Product Manager shall be deemed to have agreed that the Sprint Backlog Items have met their respective Acceptance Criteria on the earliest of:
      1. the Buyer Product Manager's written agreement to that effect;
      2. the expiry of **one** Working Day, unless otherwise agreed, after provision of evidence of the relevant Acceptance Tests, unless the Buyer Product Manager has given written notice to the Development Team that one or more Product Backlog Items do not meet their respective Acceptance Criteria, specifying the relevant Product Backlog Item or Product Backlog Items and details of the nature of the failure, in each case; and
      3. the live use of the Specially Written Software comprising the Product Backlog Items (or the relevant part of it) by the Buyer or any of its employees, agents or contractors other than in an Acceptance Testing capacity.
   5. Where following the performance of the Acceptance Tests, any Product Backlog Items do not meet their corresponding Acceptance Criteria (each a “**Failure**”):
      1. the parties will discuss the cause and reason of each Failure as part of the earliest of:
         1. Stand-up whereby each Product Backlog Item that is a Failure shall be returned to the Sprint Backlog to address the issues until ready to repeat Acceptance Testing as part of the current Sprint; or
         2. Sprint Review Meeting, whereby each Product Backlog Item that is a Failure shall be returned from the Sprint Backlog back to the Product Backlog for potential reselection in a future Sprint. Such revised Product Backlog Item may take the form of a User Story or a Defect, in each case as appropriate for the Failure. Where such Product Backlog Item is returned to the Product Backlog, the Resource Effort applicable to such User Story shall be adjusted by the Development Team to reflect any reduction of the amount of effort now needed to successfully deliver in a future Sprint; and
      2. where the Failure(s) mean that the Minimum Commitment has not been met, the remedy set out in clause 7.7 and 7.9 for failing to meet such Minimum Commitment shall apply.