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The Short Form Contract

SHORT FORM CONTRACT FOR THE SUPPLY OF GOODS AND/OR SERVICES

I. Cover Letter



UK Health
Security
Agency

10 South Colonnade
London
E14 4PU

T +44 (0)20 0000 1234

F +44 (0)20 0000 1234

www.gov.uk/ukhsa

Lace Partners Limited
82 St John Street
London
EC1M 4JN



Date: 7th November 2023
Our ref: PRO 5979/ C221177



Following your proposal for an external partner to develop an engaging and compelling end state and narrative (Health Protection Operations - Engaging for Success) to UK Health Security Agency we are pleased confirm our intention to award this Contract to you.

The attached Order Form, contract Conditions and the Annex set out the terms of the Contract between **UK Health Security Agency** and **Lace Partners Limited** for the provision of the Deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful Delivery of the Deliverables. Please confirm your acceptance of this Contract by signing and returning the Order Form via DocuSign within 7 days from the date of the Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number(s) above in any future communications relating to this Contract.

We will then arrange for the Order Form to be countersigned which will create a binding contract between us.

Yours faithfully,



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II. Order Form

1. Contract Reference	PRO 5979/ C221177	
2. Buyer	UK Health Security Agency 10 South Colonnade London E14 4PU	
3. Supplier	Lace Partners Limited 82 St John Street London EC1M 4JN	
4. The Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables.</p> <p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("Conditions") and Annex.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p>	
5. Deliverables	Goods	[None]
	Services	Description: as set out in Specification.
6. Specification	<p>The specification of the Deliverables is as set out below:</p> <p>The specifics that shall be delivered are:</p> <ul style="list-style-type: none"> • Develop a blueprint/end state for Engaging for Success - that tells the story, linking back to the People promise, and brings to life the value to HP Ops colleagues (see more detail below) • Aligns with the UKHSA-wide approach to People Experience and identifies any initiatives and opportunities for HP Ops to 'pilot' / take the lead on developing ideas in collaboration with the People Experience team to maximise investments. • Identifies any gaps in the process of conducting this work • Provides an approach to take this work forward in-house 	

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	<p>The blueprint/end state should include:</p> <ul style="list-style-type: none"> • A coherent end state, bringing together the initiatives we have identified and are delivering • Appropriate segmentation to show the journey/benefit to different personas in Health Protection Ops • Outline of what good looks like and any indicators/metrics which are practical to use • Appropriate linkages to the broader UKHSA-agency-wide 'People Promise' and roadmap, identifying any opportunities to pilot ideas • A plan taking into account our current suite of deliverables identified, and any additional insight on how we prioritise these and any gaps. <p>The Buyer shall provide necessary information and materials and access to meetings, documents and personnel as required by the Supplier to proceed with the requirements.</p>
7. Start Date	<p>The Term shall commence when the contract is fully signed.</p> <p>The Supplier shall commence work on receipt of instructions from the Buyers representative.</p>
8. Expiry Date	8 weeks after the contract commencement.
9. Extension Period	Not applicable
10. Optional Intellectual Property Rights ("IPR") Clauses	Not applicable
11. Charges	£20,000 excluding VAT
12. Payment	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to:</p> <p></p> <p>Accounts Payable; UK Health Security Agency, Manor Farm Road, Porton Down, Salisbury, SP4 0JG</p>

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	<p>UKHSA VAT No: GB888851648</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to</p> <p>[REDACTED]</p> <p>or by telephone</p> <p>[REDACTED]</p> <p>between 09:00-17:00 Monday to Friday.</p>
13. Data Protection Liability Cap	In accordance with clause 12.5 of the Conditions, the Supplier's total aggregate liability under clause 14.7(e) of the Conditions is no more than the Data Protection Liability Cap, being £500,000
14. Progress Meetings and Progress Reports	The Supplier shall attend progress meetings with the Buyer as required for the completion of the contract.
15. Buyer Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p>[REDACTED]</p> <p>or, in their absence,</p> <p>[REDACTED]</p>
16. Supplier Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <p>[REDACTED]</p> <p>or, in their absence,</p> <p>[REDACTED]</p>
17. Address for notices	<p>Buyer:</p> <p>Supplier:</p>

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	<div> <div> <div></div> <div>10 South Colonnade London E14 4PU</div> </div> <div> <div></div> <div>82 St John Street London EC1M 4JN</div> </div> </div> <div> <div></div> <div></div> </div> <div> <div></div> <div></div> </div>						
18. Key Staff	<table border="0"> <tr> <td>Key Staff Role:</td><td>Key Name:</td><td>Staff Contact Details:</td></tr> <tr> <td colspan="3"> <div></div> </td></tr> </table>	Key Staff Role:	Key Name:	Staff Contact Details:	<div></div>		
Key Staff Role:	Key Name:	Staff Contact Details:					
<div></div>							
19. Procedures and Policies	<p>For the purposes of the Contract the:</p> <p>The Buyer's security / data security requirements are:</p> <p>https://www.gov.uk/government/publications/security-policy-framework</p> <div></div> <p>The Buyer's additional sustainability requirements are:</p> <p>https://www.gov.uk/government/publications/environmental-and-sustainability-policy</p>						
20. Special Terms	N/A						
21. Incorporated /terms	<p>The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> a. The cover letter from the Buyer to the Supplier dated 02/11/2023 (if used) b. This Order Form e. The following Annexes in equal order of precedence: <ul style="list-style-type: none"> i. Annex 1 – Processing Personal Data 						

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Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer
<div></div>	
Date Signed: 09/11/2023	Date Signed: 09/11/2023

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III. Annex 1 – Processing Personal Data**A. Part A - Authorised Processing Template**

Contract:	PRO 5979/ C221177
Date:	7th November 2023
Description of authorised processing	Details
Identity of Controller and Processor for each category of Personal Data	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation:</p> <p>(a) the Client is the Controller and the Service Provider is the Processor in respect of the following:</p> <ul style="list-style-type: none"> · any processing of the contact details of employees, agents, consultants and contractors of either party engaged in the performance of obligations under the contract; <p>(b) the Client and the Service Provider are independent Controllers for the purposes of the Data Protection Legislation in respect of the following (and in which case the Parties shall comply with their obligations under the Data Protection Legislation):</p> <ul style="list-style-type: none"> · any processing related to the removal of access of any Service Provider personnel to an Affected Property.
Subject matter of the processing	<p>The processing under (a) above is needed in order to ensure that the Parties can effectively perform their obligations under the contract.</p> <p>The processing under (b) above is needed to ensure the safe and effective performance of the contract and to inform any relevant internal employment-related processes of the Service Provider.</p>
Duration of the processing	For the duration of the contract.
Nature and purposes of the processing	The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).
Type of Personal Data	Names, contact details, information held on the client's employment database relating to Data Subjects, including (as relevant) the following special category personal data: health, sexuality, sexual orientation, racial or ethnic origin, political opinions, religious or philosophical beliefs, gender and trade union membership.

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Categories of Data Subject	Staff (including agents and temporary workers), consultants, suppliers, contractors and other representatives of the Parties.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	All data to be destroyed after the termination or expiry of the contract, except as required pursuant to law, regulation or Supplier's risk and compliance policies.
Locations at which the Supplier and/or its Subcontractors process Personal Data under this Contract	At Supplier's site.
Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach	Adherence to Supplier's Information Security policy and employee handbook combined with proactive IT management including secure configuration of firewalls, secure configuration of network, user access control, malware protection and patch updates, as well as employee training. Use of Client document storage repositories and shared collaboration sites and client email accounts wherever possible.

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B. Part B – Joint Controller Agreement

“Not Used”

Part C – Independent Controllers

“Not Used”

IV. [Annex 2 – Specification]

“Not Used”

V. [Annex 3 – Charges]

“Not Used”

VI. [Annex 4 – Supplier Tender]

“Not Used”.

VII. [Annex 5 – Optional IPR Clauses]

“Not Used”.