

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

Call-Off Ref: RM1043.8

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**Order Form**

Call-Off Reference:

LSRS286/ C227251/ [REDACTED]

Call-Off Title:

Research participant Recruitment Services

Call-Off Contract Description:

To provide participants that meet specific requirements, which will be uniquely defined by expert UCD professionals at each use of the contract

The Buyer:

UK Health Security Agency acting as agents Secretary of State for Health and Social Care acting as part of the Crown

Buyer Address:

10 South Colonnade London E14 4PU

The Supplier:

Acumen Field Limited, trading as Acumen Fieldwork

Supplier Address:

Bank House, 147 Buxton Road, Stockport, SK2 6EQ

Registration Number:

10514262

DUNS Number:

[Insert if known]

SID4GOV ID:

[Insert if known]

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Call-Off Ref: RM1043.8

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### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 15<sup>th</sup> March 2024.

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes Deliverables Lot 3

The Parties intend that this Call-Off Contract will not, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

### **Call-Off Lot**

Lot 3

### **Call-Off Incorporated Terms**

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.8
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.8
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 6 (Key Subcontractors) [**Optional**] NOT USED
    - Joint Schedule 7 (Financial Difficulties) [**Optional**] NOT USED
    - Joint Schedule 8 (Guarantee) [**Optional**] NOT USED
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data) RM1043.8 Additional Annex 1B: Security added
    - Joint Schedule 12 (Supply Chain Visibility) [**Optional**] NOT USED

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

Call-Off Ref: RM1043.8

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- Call-Off Schedules for RM1043.8
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer) Not Used
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
  - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery) Not Used
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 12 (Clustering) Not Used
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 16 (Benchmarking) [**Optional**] NOT USED
  - Call-Off Schedule 17 (MOD Terms) NOT USED
  - Call-Off Schedule 18 (Background Checks) [**Optional**]
  - Call-Off Schedule 19 (Scottish Law) NOT USED
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-Off Schedule 21 (Northern Ireland Law) NOT USED
  - Call-Off Schedule 23 (HMRC Terms) NOT USED
  - Call-Off Schedule 25 (Ethical Walls Agreement) [**Optional**]
  - Call-Off Schedule 26 (Cyber Essentials Scheme) [**Optional**] NOT USED

5 CCS Core Terms (version 3.0.11)

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

7 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

### Call-Off Special Terms

The following Special Terms are incorporated into this Call-Off Contract:

None

Call-Off Start Date: 18/03/2024 or When the order form is signed by both parties which ever is the latest

Call-Off Expiry Date: 17/03/26 with extension option to 17/03/27

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

Call-Off Ref: RM1043.8

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Call-Off Initial Period: 2 years

Call-Off Optional Extension Period: 1 Year

Minimum Notice Period for Extensions: 2 Month(s)

Call-Off Contract Value: Maximum contract value £1,240,000 (inc VAT). This is not a commitment to spend. The contract will have expired when the maximum term or maximum spend are reached

### **Call-Off Deliverables**

See details in Call-Off Schedule 20 (Call-Off Specification) As outlined in the Statement of requirement in the tender pack

### **Warranty Period**

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least [90 days] against all obvious defects, and in relation to the warranties detailed in Paragraphs 4 (licensed Software warranty) and 9.6.2 (Specially Written Software and New IPRs) of Call-Off Schedule 6 (IPRs and Additional Terms on Digital Deliverables).

### **Buyer's Standards**

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

#### **Cyber Essentials Scheme Not Used**

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a [Cyber Essentials Certificate] [OR Cyber Essentials Plus Certificate] prior to commencing the provision of any Deliverables under this Call-Off Contract.

#### **Maximum Liability**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£20,000** Estimated Charges in the first 12 months of the Contract.

### **Call-Off Charges**

Only the Charging method(s) selected may be used in each Statement of Work:

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

N.B Only the rates detailed in the supplier's schedule and bid submission may be applied to the charging method for each Statement of Work.

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

Call-Off Ref: RM1043.8

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Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

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

**Reimbursable Expenses**

None

**Payment Method**

The supplier is required to provide a recruitment quote, following receipt of a recruitment brief, this must provide a full breakdown of costs. If the buyer wishes to proceed, they will provide written confirmation through a Statement of Works followed by a Purchase Order number.

To Note: UKHSA will handle incentives as a default approach but there may be times the supplier is asked to support

The supplier must be in receipt of a valid PO Number before submitting an invoice.

All invoices must be sent, quoting a valid purchase order number (PO Number) to:   


To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, a detailed breakdown of work completed and the associated costs and the details of your Buyer contact for each Statement of Work. Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

**Buyer's Invoice Address**

Accounts Payable

payables@ukhsa.gov.uk

**Buyer's Authorised Representative**



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

Call-Off Ref: RM1043.8

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[REDACTED]

Generic team contact email: [REDACTED]

**Buyer's Environmental Policy**

Corporate report: Environmental Policy Published 7 November 2022 available online at: [Environmental policy - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/114422/dhsc-data-protection-policy.pdf)

**Buyer's Security Policy**



dhsc-data-protection  
-policy.pdf

**Supplier's Authorised Representative**

1<sup>st</sup> point of contact— [REDACTED]  
[REDACTED]

2<sup>nd</sup> Point of Contact: [REDACTED]  
[REDACTED]  
[REDACTED]

**Supplier's Contract Manager**

As above

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

Call-Off Ref: RM1043.8

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**Progress Meetings and Report Frequency**

It is expected that the successful provider will appoint a named, suitably qualified individual who will be the main point of contact with UKHSA and will keep UKHSA fully briefed and involved in agreeing the details of the work.

The User-Centred Design (UCD) Division will be your primary contact contactable through the team email address [REDACTED], whilst day-to-day contact for specific recruitments projects be provided for each Statemen of Work.

Contract management meetings will take place once a month with UCD and weekly progress meetings will the relevant project team.

The Supplier will be expected to attend quarterly reviews to discuss performance.

The purpose of this is to quantitatively review

the success rate of recruitment across all projects the Supplier has been engaged in

provide a setting for qualitative feedback to be discussed as part of continuous improvement measures.

the quotes provided by the Supplier to ensure they are providing services that represent value for money and are in line with the costs provided in their tender

Social Value outputs outlined in their tender response

As part of each project, the relevant team will expect the Supplier to attend checkpoints, as defined by the timeline of the project, to review progress against the supplier's ability to fulfil individual recruitment briefs.

**Key Staff**

[REDACTED]  
[REDACTED]

**Key Subcontractor(s)**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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

Call-Off Ref: RM1043.8

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**Contact:**

[Redacted]

[Redacted]

**Company Registration Number**

05781112

**Services to be provided**

Participant database, recruitment assistance, advertising via web platforms

**Commercially Sensitive Information**

Not applicable

**Balanced Scorecard**

NOT USED

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

**Material KPIs**

The following Material KPIs shall apply to this Call-Off Contract in addition those Service credits outlines in Call-Off Schedule 14 (Service Levels and Balanced Scorecard):

Material KPIs	Target	Measured by

**Service Credits**

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

The Service Credit Cap is: 10% per Statement of Works

The Service Period is: Per Statement of Works outlined in schedule 14

**Additional Insurances**

Not applicable

**Guarantee**

Not applicable

**Social Value Commitment**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender) and those outlined in their tender submission.

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

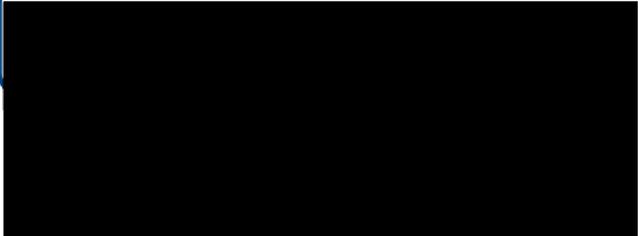
Call-Off Ref: RM1043.8

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Acumen LSRS286  
Recruitment Research

**Statement of Works**

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

<b>For and behalf of the Supplier:</b>	<b>For and behalf of the Buyer:</b>
<p>DocuSigned by:</p>  Date Signed: 02/02/2024	<p>DocuSigned by:</p>  Date Signed: 03/4/24

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

Call-Off Ref: RM1043.8

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**Appendix 1**

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

Call-Off Ref: RM1043.8

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**Annex 1 (Template Statement of Work)**

**1 Statement of Works (SOW) Details**

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

**Date of SOW:**

**SOW Title:**

**SOW Reference: V - To be added by UKHSA Commercial**

**Call-Off Contract Reference: LSRS286/ C227251/** [REDACTED]

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

**Team name:**

**Team Budget**

**Supplier:**

**SOW Start Date:**

**SOW End Date:**

**Duration of SOW:**

**Key Personnel (Buyer):**

**Key Personnel (Supplier):**

**Subcontractors:**

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

Call-Off Ref: RM1043.8

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**2 Call-Off Contract Specification – Deliverables Context****SOW Deliverables Background:** Outlined in Buyer Brief (Annex 1)**Delivery phase(s):** Outlined in Supplier Proposal (Annex 2)**Overview of Requirement:** Outlined in the Buyer Brief and supplier**3 Buyer Requirements – SOW Deliverables See Annex 1 & 2****Outcome Description:**

<b>Milestone Ref</b>	<b>Milestone Description</b>	<b>Acceptance Criteria</b>	<b>Due Date</b>
MS01			
MS02			

**Delivery Plan:****Dependencies:****Supplier Resource Plan:**

Outlined in Supplier Proposal (Annex 2)

**Security Applicable to SOW:**

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW:

[Insert if necessary]

**Cyber Essentials Scheme:**

N/A

**SOW Standards:**

Outlined in Buyer Brief (Annex 1)

**Performance Management:**

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

<b>Material KPIs</b>	<b>Target</b>	<b>Measured by</b>

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

Call-Off Ref: RM1043.8

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[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]

**Additional Requirements:**

**Annex 1** – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

**Key Supplier Staff:**

Key Role	Key Staff	Contract Details	Worker Engagement Route (incl. inside/outside IR35)

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

**SOW Reporting Requirements:**

[Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1.	[insert]		
1.1	[insert]	[insert]	[insert]

]

**4 Charges****Call Off Contract Charges:**

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

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

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

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

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

**Rate Cards Applicable:**

As per Bid rate card

Provide Additional rate cards if applicable

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

Call-Off Ref: RM1043.8

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SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.

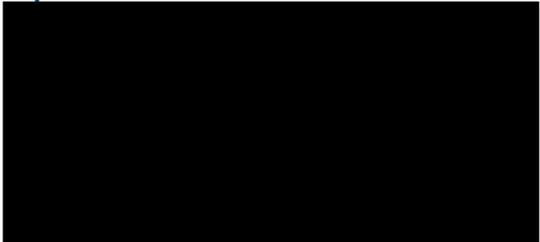
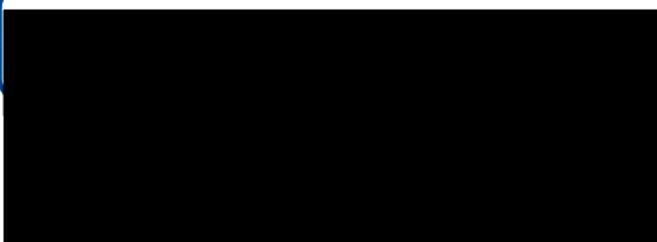
**Reimbursable Expenses:**

None

**5 Signatures and Approvals**

**Agreement of this SOW**

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

<b>For and behalf of the Supplier:</b>	<b>For and behalf of the Buyer:</b>
<p>DocuSigned by:</p>  <p>Date Signed: 02/02/2024</p>	<p>DocuSigned by:</p>  <p>Date Signed: 03/4/24</p>

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

Call-Off Ref: RM1043.8

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**Annex 1****Data Processing**

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

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

<b>Description</b>	<b>Details</b>
Identity of Controller for each Category of Personal Data	<p><b>The Supplier is Controller, and the Relevant Authority is Processor</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller, and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</li> </ul> <p><b>The Supplier is Controller, and the Relevant Authority is Processor</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller, and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• [Insert the scope of Personal Data which the purposes and means of the Processing by the Relevant Authority is determined by the Supplier]</li> </ul> <p><b>The Parties are Joint Controllers</b></p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>• [Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>• Business contact details of Supplier Personnel for which the Supplier is the Controller,</li> <li>• Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</li> </ul>

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

Call-Off Ref: RM1043.8

Crown Copyright 2022

	<p>[Insert the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Relevant Authority cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Relevant Authority]</p> <p>[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p>
Duration of the Processing	[Clearly set out the duration of the Processing including dates]
Nature and purposes of the Processing	<p>[Be as specific as possible, but make sure that you cover all intended purposes.</p> <p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p> <p>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</p>
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]
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	[Describe how long the data will be retained for, how it be returned or destroyed]

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

Call-Off Ref: RM1043.8

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