

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: C226242

Call-Off Title: National Bio-Surveillance Network - Alpha Q1 2024 Works

Call-Off Contract Description: Delivery partner for the development of a Strategic Outline Plan for the delivery of the National Biosurveillance Network Alpha

The Buyer: **UK Health Security Agency**

Buyer Address: 10 South Colonnade, Canary Wharf, London

The Supplier: **PA CONSULTING SERVICES LIMITED**

Supplier Address: 10 Bressenden Place, London, SW1E 5DN

Registration Number: 00414220

DUNS Number: 211000617

SID4GOV ID: 211000617

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 19th January 2024.

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

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

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

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

Call-Off Lot

Lot 1 Digital Outcomes

Call-Off Incorporated Terms

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

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.8
- 3 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.8
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.8

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- Call-Off Schedules for RM1043.8
 - Call-Off Schedule 1 (Transparency Reports)
 - 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)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 26 (Cyber Essentials)

4 CCS Core Terms (version 3.0.11)

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

6 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:

N/A

Call-Off Start Date: **19th January 2024**

Call-Off Expiry Date: **31st March 2024**

Call-Off Initial Period: **3 months**

Call-Off Optional Extension Period: **Up to 2 months.**

Minimum Notice Period for Extensions: **2 weeks**

Call-Off Contract Value: **£801,000.00**

Call-Off Deliverables

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

Warranty Period N/A

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

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(Specification).

Cyber Essentials Scheme

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

Maximum Liability

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £801,000.00.

Call-Off Charges

1 Fixed Price

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).

If the Buyer terminates the Call-Off or a SOW without cause, the Buyer agrees to pay the Supplier, on a time and materials basis, for all work-in-progress and services performed prior to the date of termination, up to the applicable milestone cap.

Reimbursable Expenses

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

Payment Method

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

The supplier will invoice the buyer on the following dates:

Invoice 1	██████████ (+VAT and reimbursable expenses as per schedule 5)	31/01/2024
Invoice 2	██████████ ((+VAT and	29/02/2024

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	reimbursable expenses as per schedule 5))	
Invoice 3	██████████ (+VAT and reimbursable expenses as per schedule 5))	31/03/2024

Buyer's Invoice Address

payables@UKHSA.gov.uk

UK Health Security Agency,

Manor Farm Road, Porton

Down, Salisbury, SP4 0JG

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

Buyer's Authorised Representative

██████████

██

National Biosurveillance Network, Data, Analytics & Surveillance

UK Health Security Agency, 5th floor 10 South Colonnade London, E14 4PU

██

████████████████████

Buyer's Environmental Policy[Environmental policy - GOV.UK](#)[\(www.gov.uk\) Environmental policy -](#)[GOV.UK \(www.gov.uk\)](#)**Buyer's Security Policy**

Appended at Call-Off Schedule 9 (Security)

Supplier's Authorised Representative

████████████████████

██

██

████████████████████

10 Bressenden Place, London, SW1E 5DN

Supplier's Contract Manager

████████████████████

████████████████████

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[REDACTED]

[REDACTED]

10 Bressenden Place, London, SW1E 5DN

Progress Report and Meeting Frequency

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

Key Staff

[REDACTED]

[REDACTED]

All staff have contracts of employment with the Supplier's immediate parent company, PA Holdings Limited, and there is no requirement to issue a Status Determination Statement for IR35 purposes

Key Subcontractor(s) Jacobs U.K. Limited

Commercially Sensitive Information

The Supplier's response to the Buyers procurement for C226242 National Bio-Surveillance Network - Alpha Q1 2024 Works comprising

- i) the CV's of key Supplier staff and
- ii) the Pricing Schedule elements of the Supplier's tender response, but not the overall Contract Value.

Additionally, the following information included within this Call-Off Contract or provided by the Supplier to the Buyer during the course of the Call-Off Contract:

- i) Identity of professional staff and skills experience
- ii) Fee rates for professional staff and the pricing breakdown
- iii) PA Consulting Methodologies and Tools

Service Credits

Not applicable.

Additional Insurances

Not applicable.

Guarantee

Not applicable

Social Value Commitment

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

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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.

For and on behalf of the Supplier:

Signature:



Name:



Role:



Date: 19th January 2024

For and on behalf of the Buyer:

Signature:



Name:



Role:



Date: 19th January 2024

Appendix 1

Statement(s) of Works National Bio-Surveillance Network - Alpha Q1 2024 Works

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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: 19th January 2024

SOW Title: UKHSA National Biosurveillance Network Alpha Q1 2024 Works - Delivery partner for the development of a Strategic Outline Plan for the delivery of the National Biosurveillance Network (NBN) Alpha

Call-Off Contract Reference: C226242 RM1043.8

Buyer: UK Health Security Agency

Supplier: PA Consulting Services Limited

SOW Start Date: 19th January 2024

SOW End Date: 31st March 2024

Key Personnel (Buyer): [REDACTED]

Key Personnel (Supplier): [REDACTED]

Subcontractors: Jacobs UK

2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background: All deliverables as required by the specification

Delivery phase: Alpha, until 31st March

Overview of Requirement:

- Define and document a strategy and working vision that is easily communicated to NBN stakeholders.
- Embed the programme management office through “one team” and shoulder to shoulder working.
- Develop an actionable alpha roadmap / strategic outline plan through to Beta at workstream level

3 Buyer Requirements – SOW Deliverables

Outcome Description:

Activities/ “Pillars”	Outputs	Timeline
1. Define and document a strategy and Vision that is easily communicated to NBN stakeholders. <ul style="list-style-type: none">• Support the programme team to define a practicable strategy and working vision for a cross Government NBN that is able to articulate what NBN is, what it is not, what it aims to deliver and what measurable benefit it will yield.• Ensure this combines different communication layers including upwards e.g. across Cabinet Office, UKHSA internal Governance, DEFRA (and other government bodies as required) and outwards/downwards e.g. academic/scientific community and the public.• Build in thought leadership, best practice and learnings from other PA/Jacobs biosurveillance projects and the international landscape• Provide NBN advice/support to the UKHSA DAS	<ul style="list-style-type: none">• Target Biosurveillance Experience*, providing dynamic plan for how programme messaging can be deployed to each audience (advising on messaging systems, credible platforms, and influential interlocutors)• Development of a narrative of what NBN is and what it is not (setting the clear boundary between the NBN programme interface and other parts of the BSS)• Stakeholder plan and map• Communications artefacts mapped to segmented audience and Provide a limited bespoke NBN briefing set for use with international public health counterparts, supporting learning from International initiatives and to understand potential synergies. <p><i>* The TBE is</i></p>	4 weeks

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Australia/Canada/US/New Zealand data dialogue	<i>designed to provide a visual demonstration of the future potential of the NBN to encourage engagement and excite the stakeholder communities – as well as set a vision and detailed plans for the platform. (page 5 of PA / Jacobs bid proposal)</i>	
2. Embed the programme management office through “one team” and shoulder to shoulder working. <ul style="list-style-type: none"> Embed the newly established governance; ensure effectiveness of the Programme Governance Board and Technical Delivery Board; help develop clear meeting objectives and inputs to support the SRO and Programme Director to maintain Whitehall engagement and create conditions for the board to best shape the future programme Support to develop and embed simple, easy to understand programme management artefacts e.g. agenda, TOR, substantive input papers, highlight reports and reporting. Support to develop measures of success at both programme level and workstream level, Ensure the PMO will be set up for success and continuity between delivery phases and contracts 	<ul style="list-style-type: none"> NBN standard operating procedures document for existing and new team members explaining the programme, key roles, governance and reporting mechanisms. Standardised programme management templates and artefacts Provide PMO support to Programme Governance Board and Technical Delivery Board meetings where required – produce input papers including agendas and highlight reports. Programme level plan and measures of success developed and documented with SRO and Programme Director, including clear requirements for latter stages of Alpha. <p>Workstream level measures of success and interdependencies developed and documented with workstream leads. Review of workstream deliverables and sense check against original aims as set out in the Strategic Outline Case</p>	6 weeks
3. Develop an actionable alpha roadmap / strategic outline plan through to Beta at workstream level <ul style="list-style-type: none"> The plan must be a living document, visual and easy to communicate across broad groups of 	<ul style="list-style-type: none"> Workstream level roadmap/strategic outline plan with actions, owners and timelines. Business case development input to be determined with SOW revision to be finalised by 26/01. 	10 weeks (excluding sign off at programme governance board)

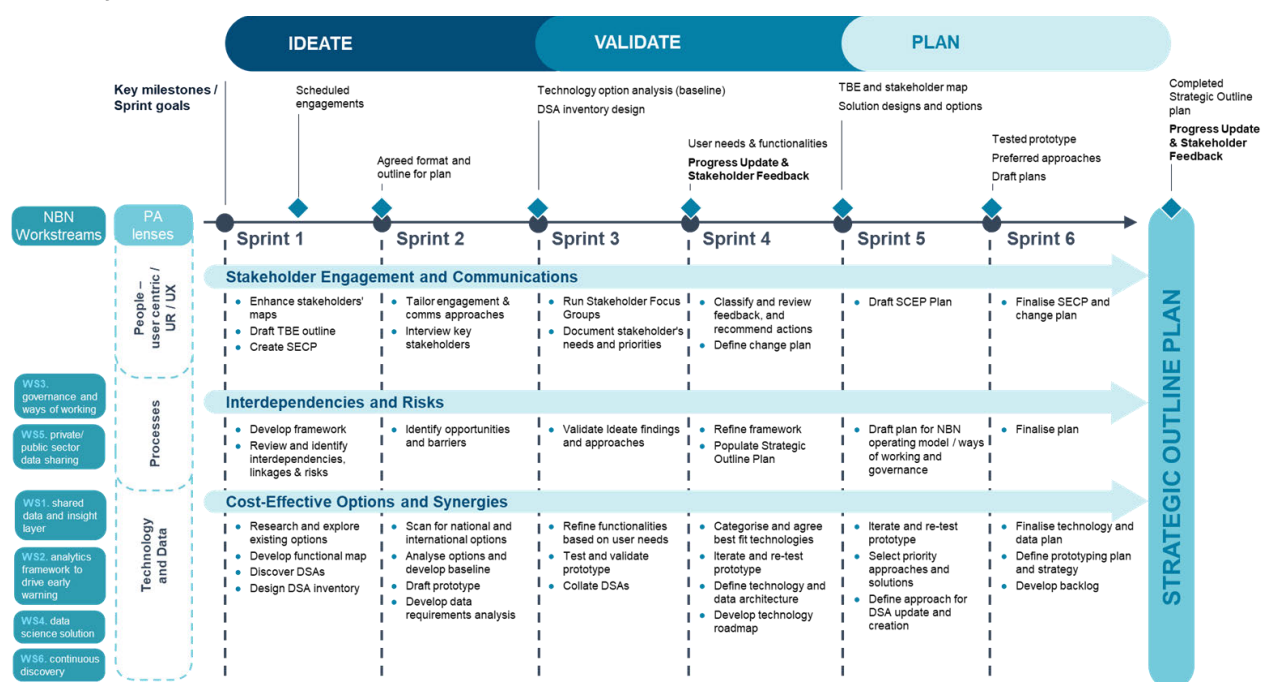
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<p>stakeholders identified in pillar 1</p> <ul style="list-style-type: none"> • Provide guidance on wider work of which PA / Jacobs have been involved and from which the NBN can learn. • Provide thought leadership to ensure workstreams are set up to deliver worthwhile and necessary outputs to achieve the overall programme plan • The business case component of the strategic outline plan will be jointly owned between the supplier and UKHSA. 		
<p>4. Items that require additional scoping to agree outputs include:</p> <ul style="list-style-type: none"> • Data sharing agreements/ Data governance • Evaluation criteria • Social value • Input into technology development/ prototyping • Business case development input 	<ul style="list-style-type: none"> • These activities will be scoped with outputs agreed within 2 weeks of the date of the contract 	2 weeks

Delivery Plan:



Dependencies:

Framework Ref: RM1043.8 Digital Outcomes 6

Project Version: v2.0

Model Version: v3.8

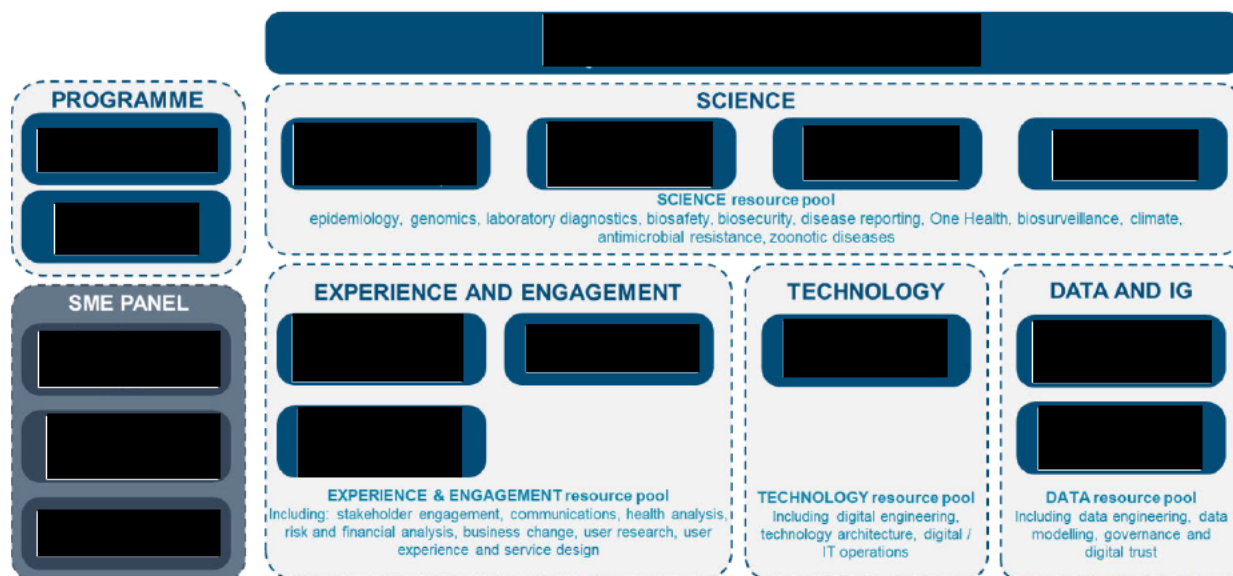
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- Access to data and background information within 2 working days of request.
- Agreed escalation route for delays to requested meetings/access to stakeholders within UKHSA and DEFRA, with intervention to be sought from Programme Director and / or SRO no later than 1 week of request.
- Fortnightly contract management meetings as formal escalation route for scope of work.
- Feedback to be provided on deliverables within 5 days of submission with one iteration of the outputs following comments.

Supplier Resource Plan:



Security Applicable to SOW:

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

Cyber Essentials Scheme:

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

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)
Contract Lead and Supplier	<div></div> <div></div>	All staff have contracts of employment with the	There is no requirement to issue a Status Determination Statement for

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Accountable Officer		Supplier's immediate parent company, PA Holdings Limited	IR35 purposes
Delivery Director and deputy contract lead	■■■■■ ■■■■■	All staff have contracts of employment with the Supplier's immediate parent company, PA Holdings Limited.	There is no requirement to issue a Status Determination Statement for IR35 purposes

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.	Fortnightly highlight report		
1.1	Highlight report document	All deliverables included in this SOW	Fortnightly from w/e 19 th January 2024

4 Charges**Call Off Contract Charges:****The applicable charging method(s) for this SOW is:****Fixed Price** £801,000.000

The supplier shall invoice the client in 3 equal payment blocks as per the dates below:

Invoice 1	■■■■■ (+VAT and reimbursable expenses as per schedule 5)	31/01/2024
Invoice 2	■■■■■ ((+VAT and reimbursable expenses as per schedule 5))	29/02/2024
Invoice 3	■■■■■ (+VAT and reimbursable expenses as per schedule 5))	31/03/2024

Rate Cards Applicable: N/A – Fixed Price**Reimbursable Expenses:** See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy).

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5 Signatures and Approvals

Agreement of this SOW

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

For and on behalf of the Supplier

Name:

Title:

Date:

Signature:

For and on behalf of the Buyer

Name: [REDACTED]

Title: [REDACTED]

Date: 19 January 2024

Signature:

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Annex 1

Data Processing

N/A. There is no personal data being exchanged as part of this SOW.