



Crown
Commercial
Service

Imperial Vaccine Readiness Review

To

Department for Business, Energy & Industrial Strategy

From

Newton Europe Limited

Contract Reference: CCCC20B02

BEIS Reference: 2511/07/2020

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of Management Consultancy Services dated 04 September 2018.

This Call Off Order Form relates to the CCCC20B02 - Imperial Vaccine Readiness Review.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Template Call Off Order Form and the Call Off Terms.

Order Number	TBC
From	Department for Business, Energy & Industrial Strategy ("CUSTOMER")
To	Newton Europe Limited ("SUPPLIER")
Date	17.07.2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1. Commencement Date:	The contract shall be deemed to have commenced on 6 th July 2020
1.2. Expiry Date:	End date of Initial Period: 14 th August 2020 End date of Extension Period: Not applicable Minimum written notice to Supplier in respect of extension: Not applicable

2. SERVICES

2.1. Services required:	In Annex A – Statement of Requirements
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3. PROJECT PLAN

3.1.	Project Plan: REDACTED
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4. CONTRACT PERFORMANCE

4.1.	Standards: Not applicable
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied
4.4	Performance Monitoring: Not applied
4.5	Period for providing Rectification Plan: The period of ten (10) Working Days in Clause 39.2.1(a) shall be amended to 5 working days

5. PERSONNEL

5.1	Key Personnel: Customer: REDACTED Supplier: REDACTED
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): In Clause 28.2 of the Call Off Terms

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): The maximum value of the contract will be up to £152,816.00 (ex VAT) plus £3000.00 exc. VAT for allowable expenses. REDACTED
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): A single invoice will be raised on assessment phase completion.

6.3	<p>Reimbursable Expenses:</p> <p>Expenses are expected to be limited given the need for remote working and COVID-19 context.</p> <p>Expenses will be agreed and capped prior to award and will only be chargeable in respect of Supplier staff who are not normally based within commuting distance of London. All expenses will be billed on actuals with detailed breakdowns and VAT receipts where applicable.</p> <p>Travel: The Supplier must use a low-cost provider in purchasing flights, rail and road tickets to perform the contracted Services. For the avoidance of doubt, travel time for the Supplier's personnel or representatives will not be incurred as a cost to BEIS, i.e we shall only pay for productive time on contract delivery</p> <p>Accommodation: Accommodation is capped at maximum £135 bed and breakfast per night for overnight accommodation required, whilst the Supplier's personnel are delivering the service necessarily off site</p> <p>Subsistence: Not chargeable to BEIS</p> <p>The location of the Services will be carried out remotely, in the light of the COVID-19 environment.</p>
6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.</p> <p>Invoices must contain the BEIS reference number: 2511/07/2020</p> <p>Invoices should be submitted to: REDACTED</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>The duration of the contract term including any extensions</p>
6.6	<p>Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on:</p> <p>Not applicable</p>
6.7	<p>Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Not Permitted</p>

7. LIABILITY AND INSURANCE

7.1	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>The sum of £152,816.00 (ex VAT)</p>
7.2	<p>Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms);</p> <p>In clause 37.2.1 of the Call Off Terms</p>

7.3	Insurance (Clause 38.3 of the Call Off Terms): The Supplier's standard business insurance shall apply
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8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 42.7 of the Call Off Terms): The period of thirty (30) Working Days shall be amended to five (5) Working Days.
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: In Call Off Schedule 9 (Exit Management)

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable
9.2	Commercially Sensitive Information: The Supplier's proposal and pricing shall be classed as commercially sensitive information.

10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required
10.3	Security: Short form security requirements
10.4	ICT Policy: Not applied
10.5	Business Continuity & Disaster Recovery: In Call Off Schedule 8 (Business Continuity and Disaster Recovery) Disaster Period: For the purpose of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be: not applicable
10.6	Protection of Customer Data

	In Clause 35.2.3 of the Call Off Terms
10.7	<p>Notices (Clause 56.6 of the Call Off Terms):</p> <p>Customer's postal address: Department for Business Energy & Industrial Strategy 1 Victoria Street London Greater London SW1H 0ET England</p> <p>Email address: REDACTED</p> <p>Supplier's postal address Newton Europe Limited Unit 2 Kingston Bagpuize Business Park Abingdon England OX13 5FE</p> <p>Email address: REDACTED</p>
10.8	<p>Transparency Reports</p> <p>In Call Off Schedule 13 (Transparency Reports)</p>
10.9	<p>Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism:</p> <p>Not applicable</p>
10.10	<p>Call Off Tender:</p> <p>REDACTED</p>
10.11	<p>Publicity and Branding</p> <p>In Clause 36.3.2 of the Call Off Terms</p>
10.12	<p>Staff Transfer</p> <p>Not applicable</p>
10.13	<p>Processing Data</p> <p>Call Off Schedule 17</p> <p>Customer Data Protection Officer REDACTED</p> <p>Supplier Data Protection Officer REDACTED</p>

Contract Reference:	CCS - CCCC20B02 BEIS - 2511/07/2020 BEIS contract reference is to be used on all correspondence including invoices
Date:	17.07.2020
Description Of Authorised Processing	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation the Parties are independent controllers of Personal Data under this Framework Agreement.
Use of Personal Data	Managing the obligations under the Call Off Contract Agreement, including exit management, and other associated activities,
Duration of the processing	For the duration of the Framework Contract plus 7 years.
Nature and purposes of the processing	
Type of Personal Data	Full name Workplace address Workplace Phone Number Workplace email address Names Job Title Job title or role
Categories of Data Subject	
10.14	MOD DEFCONs and DEFFORM
	Not applicable

FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	REDACTED
Signature	REDACTED
Date	03.08.2020

For and on behalf of the Customer:

Name and Title	REDACTED
Signature	REDACTED
Date	07.08.2020

Annex A

1. Purpose

- 1.1 The purpose is to deliver a readiness review (RR) in respect of the imperial sarna vaccine. The RR will be undertaken by two consulting firms: Efficio and Newton. It is specifically designed to assist Vacequity Global Health (VGH) – the social enterprise formed by Imperial College – to develop, trial and produce at volume the sarna vaccine.
- 1.2 Specifically, the RR will inform the development of the VGH operating model, create an integrated project plan, and assess the readiness of all key manufacturing nodes in the vaccine supply chain, as well as making recommendations for remedial action where required.
- 1.3 The RR output will be used to underpin and inform the service agreement that is being concurrently developed with VGH. The RR has two phases, the first phase of approximately one month, will rapidly assess the VGH operating structure, develop key products (plans, funding models, etc.) and define recommendations for further work. The second phase, which is subject to subsequent approval and as such not committed initially, will be to enact the recommendations from the assessment phase, and would be anticipated to run for approx. three months.

2. Background to Requirement/ Overview of Requirement

- 2.1 VGH have been appointed to develop and produce the saRNA vaccine, and funding approval has recently been received to secure manufacturing capacity for the vaccine. Early support for clinical trials of their vaccine was put in place by the National Institute for Health Research (NIHR) prior to the VTF being constituted. The RR is a crucial step in developing the vaccine supply agreement, building confidence in the VGH undertaking and assisting VGH so that they are best placed to rapidly scale up manufacturing in line with their commitments for vaccine deployment.

3. Definitions

Expression or Acronym	Definition
RR	Readiness review
VGH	Vacequity Global Health
saRNA	Self amplifying Ribo Nucleic Acid
VTF	Vaccine Task Force

4. Scope of Requirement

- 4.1 The total scope of the work is split between two consultants: Newton and Efficio, and comprises:

- 4.1.1 To understand the current operating model and project plan in order to identify and assist in closing gaps and assess readiness to meet this objective.
- 4.1.2 Produce a final operating model and project plan that is endorsed by HMG and VGH.
- 4.2 Areas of interest include supply chain, regulation, quality, business management, resourcing and finance. Specifically:
 - 4.2.1 Define scope: Map current business framework in support of this vaccine and identify boundaries to support UK wide availability of the vaccine starting in Jan 2021.
 - 4.2.2 Establish Current State: Understand current operating model – eg what key elements are in place to deliver the vaccine programme of work.
 - 4.2.3 Determine Future State: Develop the desired operating model and the resources required – with particular reference to the current team’s aspirations for how it can work.
 - 4.2.4 Gap Analysis: Determine the capability gaps and prioritise, including but not limited to resources, scope, capability and process.
 - 4.2.5 Finances: Review the baseline programme budget from existing financial information with a clear and timed schedule of commitment and spend. Understand money flows and enable them collaboratively where there are issues.
 - 4.2.6 Project Plan: Review the baseline project plan and produce best case / most likely/ worst case scenarios include identification of risks, mitigations, interdependencies, dependencies, threats and opportunities, outline management and governance plan.
 - 4.2.7 Manufacturing Partner and Supplier Assurance: Understand gaps, capability issues, risks and concerns to delivery. Understand manufacturing partner and supplier relationships and define the readiness assessment steps that should be taken by VGH to assure delivery.
 - 4.2.8 People: Establish resource profile and skills requirement. Assist in introductions of people to VGH. No formal search will be included, but recognising the importance of this programme to the nation all parties are encouraged to share their networks.
 - 4.2.9 Regulatory: Assist VGH in defining a fast-tracked approval process with MHRA.

- 4.2.10 International Clinical Trials: Assist VGH in the management approach and contracting strategy for international clinical trials, which may be necessary to prove efficacy ahead of January 2021, in the event of low disease incidence in the UK in the autumn.

5. The Requirement

- 5.1 Newton will have the overall lead for the production of the Readiness Review Assessment phase report. The workstreams which contribute to this are attached at Annex B. The division of responsibility between Newton and Efficio has already been agreed and is reflected in Annex B.

6. Key Milestones and Deliverables

- 6.1 The following Contract milestones/deliverables shall apply. The top level project plan leading to this milestone is included at Annex B:

Milestone/Deliverable	Description	Timeframe or Delivery Date
1	Readiness Review Assessment Phase Report	No later than 31/07/2020

7. Management Information/ Reporting

- 7.1 The Supplier will convene daily update meetings, and provide a weekly performance report against the plan in Annex B, to be discussed at a weekly performance review meeting.

8. Continuous Improvement

- 8.1 The Supplier should present new ways of working to the Authority in weekly performance review meetings.
- 8.2 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

9. Staff and Customer Service

- 9.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 9.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 9.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

10. Service Levels and Performance

- 10.1 The Authority will measure the quality of the Supplier's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Schedule	Weekly schedule performance index against plan	100%
2	Cost	Weekly cost performance index against budget	100%
3	Quality	Acceptance of readiness review assessment phase report	100%

10.2 In the event of irrecoverable poor Supplier performance, early termination of the Contract will be undertaken.

11. Security and Confidentiality Requirements

11.1 The subject of the review is commercially sensitive and should be treated as such.

12. Payment and Invoicing

12.1 A single invoice will be raised on assessment phase completion.

12.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

12.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

13. Contract Management

13.1 Attendance at Contract Review meetings shall be at the Supplier's own expense.

14. Location

14.1 The location of the Services will be carried out remotely, in the light of the COVID-19 environment.