

FAO: Coforge U.K. Limited
[REDACTED]
Buyer Partner - Public Sector

2 Redman Place,
Stratford,
London,
E20 1JQ.

6 April 2021

Tel: [REDACTED]
Email: [REDACTED]

Dear [REDACTED]

**Letter of Intent Number 2
HRA Research Systems Programme: Transitioning fully to the Pega Platform**

The Health Research Authority (HRA) ("**Buyer**") undertook a Further Competition procedure pursuant to section 3 of the Digital Outcomes & Specialists 4 Framework Agreement (number RM1043.6) (the "**Framework Agreement**").

Following completion of the Further Competition procedure under the Framework Agreement, the Buyer has selected Coforge UK Ltd (whose registered address is at 100 New Bridge Street, London, EC4V 6JA) (the "**Supplier**") to carry out certain IT development services.

The Buyer and the Supplier are in the process of completion and finalising a draft Call-Off Contract under the Framework Agreement, ("**Call-Off Contract**") however the Buyer requires the Supplier to continue the provision of certain preparatory services as set out in section 1 of this letter ("**Preparatory Services**") **from 1 April 2021** in advance of agreement and signature of the draft Call-Off Contract.

This letter of intent ("**Letter of Intent**"), confirms the understanding between the Buyer and the Supplier (in respect of the provision of the Preparatory Services and is legally binding upon the parties. Capitalised terms used in this Letter of Intent shall have their meaning set out in the draft Call-Off Contract unless otherwise specified.

The parties acknowledge and agree that the provision of the Preparatory Services by the Supplier pursuant to this Letter of Intent shall be subject to the terms of the draft Call-Off Contract (and once signed the Call-Off Contract) which includes the following documents together forming the contract between the Supplier and the Buyer.

- (i) The Letter of Intent_Number1
- (ii) This Letter of Intent_Number2;
- (iii) The Call-Off Contract including the applicable terms and conditions (as amended by the Buyer) pursuant to the Framework Agreement;

- (iv) The DOS Proposal Request for DOS Outcomes Requirement - HRA Research Systems Programme: Transitioning fully to the Pega Platform dated 4 September 2020 (with any enclosures);
 - (v) the Supplier Proposal response dated 21 September 2020;
 - (vi) the Buyer's response to clarification against the Proposal Request documentation and;
 - (vii) the Supplier's response to clarification questions regarding your Proposal
1. **Scope of Programme and description of the Preparatory Services**
- 1.1. The Following is a list of activities that the Supplier must undertake during the period 1 April 2021 through to 30 April 21. The Supplier shall provide the Supplier Staff resources in accordance with the resource plan at Appendix C in order to deliver the following activities:
- a) Maintain document and content management arrangements
 - b) Maintain relationships through initial meetings with Buyer stakeholders.
 - c) Completed PEGA development and system testing of the following epics:
 - (i) PG-1923: Document Types
 - (ii) PG-1222: Enable online booking in PEGA IRAS
 - (iii) OBF-421: Add guidance to online booking module
 - (iv) HAR-4409: Section G1/G2 changes
 - d) Commenced development of the following epics:
 - (i) PG-1908: USM
 - (ii) PG-2111: Changes to support IDG SSO server update
 - e) Completed joint SIT with HRA/MHRA for CWOW Phase 2, Release 1
 - f) Conduct analysis and assessments to establish feasibility of proposed Buyer development plan covering the full engagement:
 - (i) Carry out required activities to ensure the Roadmap development schedule is in place by 16 April 2021 including decisions made regarding how the development can be sequenced to come off legacy systems with minimum user disruption
 - (ii) Carry out required activities to ensure that the end to end design and migration plan is in place by 31 May 2021
 - g) Maintain working relationship with Buyer's third-party partners – BGO, MHRA technical team
 - h) Maintenance of Pega Applications in Production Environments as detailed below:

- (i) Monitoring PDC.
 - (ii) Raising Service Requests.
 - (iii) Liaising with Pega Cloud.
 - (iii) Bug fixes for any issues found in Pega production environment.
 - (iv) Promoting rule sets to different test environments
- i) Continued development of RSP automation test scripts.
- j) Refinement of the development backlog:
 - (i) Backlog for CWoW phase 2 – user stories completed
 - (ii) Plan for accessibility fixes
 - (v) Plan for IDG update
- (k) Support trial of Pega knowledge management.

2. **Charges**

- 2.1. In consideration of the Supplier's provision of the Preparatory Services, the Buyer shall pay the Supplier the charges as set out in Appendix C which are exclusive of VAT ("**Preparatory Services Charges**") and calculated on a time and materials basis according to the rate card set out in Appendix C.

The parties have agreed that the maximum Preparatory Services Charges to be paid by the Buyer under this Letter of Intent shall be £35,480 plus VAT.

- 2.2. The Buyer shall pay the Preparatory Services Charges within thirty (30) days of the date of the Supplier's invoice.
- 2.3. The Preparatory Services Charges are *inclusive* of cost of travel, accommodation and other related expenses.

3. **Formal Agreement**

- 3.1. The Supplier and Buyer anticipate executing a Call-Off Contract with respect to the Programme within 30 days from the date that this Letter of Intent is signed by both parties. This Letter of Intent must be signed by the parties before Supplier begins the provision of the Preparatory Services and will apply until the parties execute the Call-Off Contract. This Letter of Intent and the provision of the Preparatory Services pursuant to this Letter of Intent shall form part of, be subject to and provided in accordance with the provisions of the draft Call-Off Contract and the documents stated above and as attached to this Letter of Intent.
- 3.2. Upon signature of the Call-Off Contract:



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- (a) this Letter of Intent shall immediately terminate without notice;
- (b) the Preparatory Services and any other services provided by the Supplier under this Letter of Intent shall automatically be deemed to have been provided under and subject to the terms of the signed Call-Off Contract without the requirement for further action; and
- (c) the parties acknowledge and agree that all Preparatory Services Charges paid by the Buyer under this Letter of Intent in respect of the provision of Preparatory Services shall be deducted from any Call-Off Contract Charges due or payable under the Call-Off Contract. For the avoidance of doubt the Buyer shall not be obliged to pay for any services or resources provided by the Supplier twice whether such services are provided under this Letter of Intent or the signed Call-Off Contract.

3.3. The Supplier acknowledges and agrees that its:

- (a) Proposal response dated 21 September 2020;
- (b) the Buyer's response to clarification against the Proposal Request documentation and;
- (c) the Supplier's response to clarification questions regarding your Proposal, shall continue to remain valid for acceptance by the Buyer until signature of the Call-Off Contract.

3.4. Nothing in this Letter of Intent obliges nor requires the Buyer to sign the Call-Off Contract. In the event that the Call-Off Contract is not signed by the parties within a reasonable period and the Buyer wishes to terminate this Letter of Intent, the Buyer shall only be obliged to pay to the Supplier the Preparatory Services Charges which have been properly incurred by the Supplier and agreed with the Buyer prior to the date of termination.

4. **General**

- 4.1. This Letter of Intent constitutes the entire agreement and understanding between the parties in respect of its subject matter and supersedes, cancels and nullifies any previous agreements, statements and all other prior or contemporaneous communications between the parties or given by or on behalf of the parties and relating to its subject matter. Each party acknowledges that it has not, and will not have, relied on or been induced to enter into this Letter of Intent by, and shall have no remedy (whether in equity, contract, tort under the Misrepresentation Act 1967 or otherwise) in respect of, any statement (whether made negligently or innocently by either of them or any other third party, save for fraud) unless that statement is expressly set out in this Letter of Intent.
- 4.2. A person or entity who is not a party to this Letter of Intent shall have no right to enforce any terms of this Letter of Intent, including under the Contracts (Rights of Third Parties) Act 1999.
- 4.3. Each party shall be responsible for its own costs in connection with this Letter of Intent and the Call-Off Contract, whether or not the Call-Off Contract is finalised, including

(without limitation) the preparation and negotiation of the Letter of Intent and the Call-Off Contract, and any party shall be entitled to end negotiations in respect of the Agreement at any time without having to give any reason and without incurring any liability to any other party or any third party save as otherwise expressed in this Letter of Intent. The foregoing shall be without prejudice to Supplier's right to recover the Preparatory Services Charges due to Supplier for Preparatory Services performed under this Letter of Intent.

- 4.4. This Letter of Intent may be executed in several counterparts and by remote signature, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall be deemed an original of this Letter of Intent but all of the counterparts shall together constitute one single agreement.
- 4.5. This Letter of Intent and any dispute or non-contractual obligation arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the courts of England.

Both parties should sign this Letter of Intent in order to acknowledge acceptance of the terms of this Letter of Intent.

for and on behalf of **Coforge UK Limited**

Signature

Name:

Title: Executive Vice President

Date:

Agreed and accepted for and on behalf of **HRA (Health Research Authority)**

Signature

Name:

Title: Deputy Chief Executive Officer and Director of Finance

Date: 15/04/2021



**Health Research
Authority**



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Appendix A

Draft Call-Off Contract Order Form for **Preparatory Services**

From:	the Buyer Health Research Authority (HRA) 2 Redman Place Stratford London E20 1JQ
To:	the Supplier Coforge U.K Limited 0207 002 0700 2ND FLOOR 47 MARK LANE LONDON EC3R 7QQ United Kingdom 02648481

Principle contact details

For the Buyer:	Name:	
	Title:	
	Email:	
	Phone:	T. M.
For the supplier	Name:	
	Title:	
	Email:	

	Phone:	
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Data Protection Officers

For the Buyer:	Name:	
	Title:	Head of Corporate Governance and Risk
	Email:	
	Phone:	
For the supplier:	Name:	
	Title:	
	Email:	
	Phone:	

Buyer contractual requirements	
Digital outcomes and specialists services required:	HRA Research Systems Programme: Transitioning fully to the Pega Platform
Warranty period	28 days from the date of Buyer acceptance of release.
Location:	Much of the work will be done remotely. However, when Covid-19 restrictions allow there will be occasions when supplier and HRA teams will need to meet in London. This will either be at a Coforgetech office in London or at the HRA office at 2 Redman Place, London.
Staff vetting procedures:	The level of clearance for this requirement is: None required
Standards:	Work must comply with <ul style="list-style-type: none"> - GDS service standards and supplier support GDS service standards carried out by NHSx or GDS https://www.gov.uk/service-manual/service-standard - Accessibility standards as specified in GDS – currently WCAG 2.1 AA but it is likely that an update will be made during the course of the contract. - GDPR

	<ul style="list-style-type: none"> - Developed systems must support applicants be compliant with relevant Clinical Trial regulations or medicines and medical devices <p>Developed systems must have a Pega guard rail score of 95% or higher</p>
Limit on supplier's liability:	<p>The annual total liability of either Party for all Property defaults will not exceed 200% of the amount paid by the Buyer to the Supplier during the Call-off contract Term.</p> <p>The annual total liability for Buyer Data defaults will not exceed eight hundred and fifty-three thousand and five hundred pounds or 200% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability for all other defaults will not exceed eight hundred and fifty-three thousand and five hundred pounds or 200% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
Insurance:	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) <p>employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law</p>
Supplier's information	
Subcontractors / Partners:	Not Applicable
Call-Off Contract Charges and payment	
The method of payment for the Call-	The payment method for this Call-Off contract is BACS



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Off Contract Charges (GPC or BACS)	
Invoice (including Electronic Invoice) details	The Supplier will issue invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to:	<p>Invoices will be sent to</p> <p>Health Research Authority T71 Payable F275 Phoenix House Topcliffe Lane Wakefield, West Yorkshire WF3 1WE</p> <p>Please Note we cannot accept electronic invoices. A hard copy needs to be sent to the address.</p> <p>As our service is provided by NHS SBS supplier can contact NHS SBS for a tradeshift account which will allow them to submit invoice to that account, but this needs to be established via NHS SBS.</p>
Invoice information required – eg PO, project ref, etc.	All invoices must provide agreed information to give detail as needed to support spend and usage levels.
Invoice frequency	Time and Materials – monthly in arrears
Call-Off Contract value for Preparatory Services:	£35,480 plus VAT
Notice period for termination for convenience	Notice period to terminate Letter of Intent for convenience shall be 1 calendar month.

Appendix B

DOS call off terms and conditions that apply to the Lol:



DOS 4 Call off
Contract terms and c

Appendix C

Preparatory Services Charges

The Preparatory Services Charges and the Suppliers resource model for the carrying out of the Preparatory Service are as set out in below and in accordance with the rates included in the Rate Card below:



April Timeplan and
Resources

Rate Card:

	Location	Resource Type	Resource Names	Day Rate
Onshore	UK	Account Manager		
	UK	Pega - Lead System Architect		
Offshore	India	Pega - Support Developer		
	India	Pega - Senior Support Developer		
	India	Pega- Business Analyst		
	India	Project Manager		
	India	UX/UI Expert / User Researcher		
	India	Pega - Business Analyst		
	India	Pega - Senior Developer		
	India	Pega - Developer		
	India	Pega - Developer/Migration Expert		
	India	Devops Evangelist		
	India	QA Consultant - Automation		
	India	QA Consultant - Manual		