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## Variation agreement

to

**Contract for the Provision of Health Research  
Authority Principal Operational Systems:  
Development, Maintenance and Support**

- (1) Health Research Authority
- (2) BGO Media Ltd

Dated 2021

Draft 1: February 2021 (TLT)

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This agreement (**Variation**) is made the 25 day of February 2021

**Between:**

- (1) **Health Research Authority**, whose registered office is at 2nd Floor, 2 Redman Place, Stratford, London, E20 1JQ (**the Authority**)
- (2) **BGO Media Ltd.**, a company incorporated and registered in Bulgaria with company number BG200119953 whose registered office is at fl. 10, 159 "Tzar Boris III" Blvd., 1618, Sofia, Bulgaria (**the Supplier**)

**Background:**

- (A) The Authority and the Supplier are party to a contract for the provision of Health Research Authority Principal Operational Systems dated 24 February 2016, as varied by way of Change Control Notes dated 12 July 2018, 24 February 2019 and 28 February 2019 (the contract and subsequent Change Control Notes collectively referred to in this Variation as the **Contract**).
- (B) The Authority is in the process of procuring substitute systems and requires assistance from the Supplier to exit the Contract.
- (C) The parties wish to extend the agreement to allow for such assistance, and therefore make the following amendments to the Contract as set out below with effect from 1 April 2021

**It is agreed** as follows:

- 1 Terms defined in the Contract
- 1.1 In this Variation, expressions defined in the Contract and used in this Variation have the meaning set out in the Contract.
- 2 Consideration
- 2.1 In consideration of the mutual promises set out in this agreement, the parties agree to amend the Contract as set out below.
- 3 Variation
- 3.1 With effect from the Variation Date the Parties agree the following amendments to the Contract:
  - 3.1.1 The entire text of Clause 2.1 (Term) of the Standard Key Provisions in Schedule 1 is deleted and replaced with the following:

*"This Contract shall commence on the Commencement Date and the Term of this Contract shall expire, unless terminated earlier in accordance with its terms, on the 21<sup>st</sup> April 2023 ("**the Expiry Date**")."*
  - 3.1.2 Clauses 16.1A and 16.1B (Consequences and expiry or earlier termination of this Contract) shall be inserted after Clause 16.1 with the following:

“16.1A Where the Authority exercises its right to terminate the Contract before the Expiry Date, the Contract Price shall be pro-rated accordingly up to the date of termination.

16.1B With effect from 28<sup>th</sup> February 2021, the Supplier shall perform the Exit Services in accordance with the Outline Exit Plan as set out in Schedule 9 (Exit Services, Outline Exit Plan and Exit Fees).”

3.1.3 Schedule 4 (Definitions and Interpretations) shall have the following definitions inserted:

<b>“Exit Services”</b>	<i>means the services set out in Appendix A of Schedule 9 (Exit Services, Outline Exit Plan and Exit Fees).</i>
<b>“Outline Exit Plan”</b>	<i>has the meaning given to it in Schedule 9 (Exit Services, Outline Exit Plan and Exit Fees).</i>

3.1.4 Schedule 6 (Pricing Schedule) shall have the following added to Paragraph 1.28 (Summary of total prices for operational and development services):

**“1.28 Summary of total prices for operational and development services**

<b>Resources</b>	<b>Rate</b>	<b>Days</b>	<b>2021/22</b>	<b>Days</b>	<b>2022/23</b>	<b>Total</b>
Development - Development Manager						
Development – Senior Developer						
Development – Programmer						
Post go-live 6 support						
<b>Helpdesk</b>						
Helpdesk Manager						
Helpdesk Advisors						
Systems Maintenance						
<b>Total</b>						<b>1,030,721.93</b>

3.1.5 A new Schedule 9 (Exit Services, Outline Exit Plan and Exit Fees) shall be added to the Contract, as set out in the Attachment to this Variation.

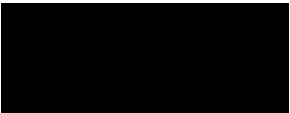
3.2 Except as set out in clause 3.1, the Contract shall continue in full force and effect.

4 Governing law and jurisdiction

4.1 This Variation and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and interpreted in accordance with the law of England and Wales.

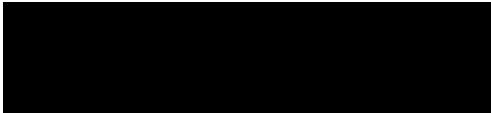
- 4.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of, or in connection with, this Variation or its subject matter or formation.

This Variation has been entered into on the date stated at the beginning of it.

Karen Williams  .....

(Deputy Chief Executive and Director of Finance)

For and on behalf of the Health Research Authority

Matt Westmore  .....

(Chief Executive)

For and on behalf of the Health Research Authority

Sir Terence Stephenson  .....

(Chair of the HRA Board)

For and on behalf of the Health Research Authority

Signed by   
 Director

for and on behalf of

**BGO Media Ltd.**

## ATTACHMENT

### Schedule 9

#### Exit Services, Outline Exit Plan and Exit Fees

##### 1. Definitions

In this Schedule 9, the following words shall have the following meanings unless the context requires otherwise:

<b>Detailed Exit Plan</b>	means the plan to be agreed between the parties in accordance with paragraph 3 of this Schedule 9 based upon the Outline Exit Plan, which sets out the agreed timetable for the provision of Exit Services to meet the Exit Requirements.
<b>Exit Fees</b>	means the fees that are payable to the Supplier by the Authority for the full and proper performance by the Supplier of the Exit Services, as described in Appendix C (Exit Fees) of this Schedule 9.
<b>Milestone</b>	means an event or task described in the Outline Exit Plan which, if applicable, must be completed by the relevant Milestone Date.
<b>Milestone Date</b>	means the target date set out against the relevant Milestone in the Outline Exit Plan by which the Milestone must be achieved.
<b>Outline Exit Plan</b>	means the plan set out in Appendix B (Outline Exit Plan) of this Schedule 9, which sets out the provisional timetable for the provision of Exit Services.
<b>Replacement Supplier</b>	means any third party provider of services appointed by or at the direction of the Authority from time to time.

##### 2. Exit Services

2.1. The Supplier shall (and shall procure that its subcontractors shall) deliver the Exit Services in accordance with the Outline Exit Plan, attached to this Schedule as Appendix A and upon agreement in accordance with paragraph 3 of this Schedule 9, the Detailed Exit Plan.

2.2. In consideration of performance of the Exit Services the Authority shall pay the Exit Fees in accordance with Appendix C (Exit Fees) of this Schedule 9.

2.3. In providing the Exit Services, the Supplier shall:

- 2.3.1. ensure that each Milestone is achieved by its associated Milestone Date;
- 2.3.2. manage the provision of such Exit Services and provide the reporting and management information relating to the Exit Services as specified in Appendix A; and
- 2.3.3. fully co-operate at all times in good faith with the Authority and the Replacement Supplier in relation to the Exit Services and shall work with the Authority and the Replacement Supplier to complete a smooth and uninterrupted migration of the Services.

### **3. Detailed Exit Plan**

- 3.1. The Authority shall at any time provide to the Supplier its requirements for the transition of all or part of the Services to the Replacement Supplier including but not limited to those set out in Appendix A (**Exit Requirements**).
- 3.2. Upon receipt of the Exit Requirements, the Supplier shall submit a draft of the Detailed Exit Plan to the Authority for approval by the date specified in the Outline Exit Plan or, if not specified therein, within 10 Working Days of the Authority's submission of the Exit Requirements.
- 3.3. The Supplier shall ensure that the draft Detailed Exit Plan:
  - 3.3.1. incorporates all of the Milestones and Milestone Dates set out in the Outline Exit Plan;
  - 3.3.2. includes (as a minimum) the Supplier's proposed timescales and scope of work in respect of the Authority's Exit Requirements set out paragraph 2 of Appendix A (Exit Requirements) for each of the Milestones;
  - 3.3.3. clearly outlines all the steps required to implement the Milestones to be achieved by their respective Milestone Dates and complete and deliver the Detailed Exit Plan within the timescale identified therein; and
  - 3.3.4. clearly outlines the required roles and responsibilities of both Parties, including staffing requirements and resources required based on the Exit Requirements.
- 3.4. Following receipt of the draft Detailed Exit Plan from the Supplier, the Authority shall:
  - 3.4.1. review and comment on the draft Detailed Exit Plan as soon as reasonably practicable; and
  - 3.4.2. notify the Supplier in writing that it approves or rejects the draft Detailed Exit Plan no later than 10 Business Days after the date on which the draft Detailed Exit Plan is first delivered to the Authority.
- 3.5. If the Authority rejects the draft Detailed Exit Plan:
  - 3.5.1. the Authority shall inform the Supplier in writing of its reasons for its rejection;



and

- 3.5.2. the Supplier shall then revise the draft Detailed Exit Plan (taking reasonable account of the Authority's comments) and shall re-submit a revised draft Detailed Exit Plan to the Authority for the Authority's approval within 5 Business Days of the date of the Authority's notice of rejection. The provisions of paragraph 3.4 and this paragraph 3.5 shall apply again to any resubmitted draft Detailed Exit Plan, provided that either Party may refer any disputed matters for resolution through the dispute resolution procedure described in Clause 22 (Dispute Resolution) at any time.

- 3.6. If the Authority approves the draft Detailed Exit Plan, it shall replace the Outline Exit Plan from the date of the Authority's notice of approval.

#### **4. Delays**

- 4.1. If, at any time, the Supplier becomes aware that it will not (or is unlikely to) successfully achieve a Milestone by its associated Milestone Date, it shall:
  - 4.1.1. immediately notify the Authority of the fact of the delay, the reasons for the delay, the consequences of the delay to the Outline Exit Plan and how the Supplier proposes to mitigate the delay; and
  - 4.1.2. deploy all additional reasonable resources and efforts to eliminate or mitigate the consequences of the delay.

#### **5. Amendments**

- 5.1. The Exit Services, Outline Exit Plan, Detailed Exit Plan and Milestones may only be changed by agreement of both parties following the Change Control Procedure.

#### **6. Disputes**

- 6.1. Any disputes about the performance of the Exit Services or disputes arising out of delays to the achievement of Milestones shall be resolved through the dispute resolution procedure described in Clause 22 (Dispute resolution). Pending the resolution of the dispute, both parties shall continue to work together to resolve the causes of, and mitigate the effects of, any delay.

#### **7. Transfer of employment**

- 7.1. The Supplier confirms and agrees that upon the termination of this Contract it does not anticipate the transfer of any Supplier Personnel to the Authority or the Replacement Supplier pursuant to TUPE. In any case the parties acknowledge and agree that the terms of clause 17 of Schedule 2 shall apply in respect of the transfer of any Supplier Personnel.

## **APPENDIX A**

### **EXIT SERVICES**

#### **1. The Supplier shall:**

- a. perform the Exit Services as described in the Outline Exit Plan and upon agreement in accordance with paragraph 3 of this Schedule 9, the Detailed Exit Plan;
- b. have regular meetings with the Replacement Supplier and use all reasonable endeavours to formulate the processes, information sets and other requirements to enable the Authority to confirm the Exit Requirements;
- c. fully co-operate at all times in good faith with the Authority and the Replacement Supplier in relation to the Exit Services and shall work with the Authority and the Replacement Supplier to complete a smooth and uninterrupted migration of the Services.

#### **2. Authority Exit Requirements**

The Supplier shall carry out the following as a minimum:

- a. Maintain relationships with the Authority's stakeholders through workshops, one to one meetings and attendance at forums and board meetings.
- b. Conduct analysis and assessments to establish feasibility of the proposed Authority development roadmap.
- c. Provide information on requests relating to:
  - i. Database content, data structure and meta data. Particularly as this pertains to the need to conduct comprehensive data migration as part of the Pega deployment.
  - ii. Logic within Supplier systems on request
- d. Establish working relationship with the Replacement Supplier including direct contact where required in order to conduct joint planning.
- e. Attend all required workshops.
- f. Participate in agile ceremonies (stand ups, sprint reviews, etc).
- g. Undertake planning and development work to support transition to Pega systems - these may include (but are not limited to):
  - i. Access to the HARP database by Pega IRAS
  - ii. Development to support the Supplier's IRAS applications to Pega IRAS

- iii. Facilitate migration activities from HARP and TOPS (and possibly minimal migration from IRAS) in order to support successful transition
- h. Support communication activities to the Supplier's IRAS user community.
- i. Service desk transition:
  - i. Knowledge transfer to new service desk including documentation of relevant knowledge base articles.
  - ii. End to end ITSM processes to ensure seamless service during period when legacy systems and Pega will be operating.
  - iii. Support migration of JIRA data to new service desk management system.
- j. Ongoing maintenance of the Supplier applications in production environments:
  - i. Monitoring systems and services.
  - ii. Raising Service Requests.
  - iii. Bug fixes for any issues found in production environments.
  - iv. Meeting all service level targets.
  - v. Liaising with the Supplier's Help Desk to manage defect tickets.
- k. Cyber Security activities:
  - i. Remediation activities linked to cyber security vulnerabilities.
  - ii. Liaising with penetration testing services.
  - iii. Carrying out cyber security activities, such as admin user account and application system library audits.
- l. Liaison with Vysiion for infrastructure management activities:
  - i. Advising / liaison for infrastructure refresh in March 2021.
  - ii. Creating and managing Vysiion Service Requests.

## APPENDIX B

### OUTLINE EXIT PLAN

#### Part A: Milestones

The Milestones for the Exit Services are set out below:

Milestone	Milestone Date
Migration of all data, users and functionality from Legacy systems to Pega Platform	September 2022
Transfer from BGO Help Desk to HRA Service Desk, including knowledge transfer activities and migration of JIRA data into equivalent Service Desk management system	February 2022
Member Management functionality mapping completed	September 2021
Member Portal functionality mapping completed	December 2021
Migration of HARP Users to Pega Platform	March 2022
UK Study Wide review functionality mapping completed	March 2022
Member / Meeting Management CAG functionality mapping completed	June 2022
Biobank functionality mapping completed	June 2022

#### Part B: Roadmap

The Roadmap which formulates the Exit Requirements are set out below:



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## **APPENDIX C**

### **EXIT FEES**

1. The Authority shall pay Exit Fees based on the resource to be provided by the Supplier in relation to the provision of the Exit Services.
2. The Exit Fees shall not exceed £1,030,721.93 for the delivery of the Exit Services.
3. The Supplier shall submit invoices on a monthly basis for the provision of the Exit Services in the preceding month (if any).
4. The parties acknowledge and agree that the number of Supplier Personnel FTE (full time equivalent) resources allocated during the provision of the Exit Services as set out in paragraph 1.28 of Schedule 6 (Pricing Schedule) is the minimum required by the Supplier to maintain the performance of the Services in accordance with the Service Level Agreement set out in Appendix B of Schedule 5 (Specification and Tender Response Document). During the execution of the Detailed Exit Plan and Exit Services, the Supplier Personnel support resources will be gradually decreased on agreement between the parties and therefore the parties have agreed that the requirement of the Supplier to meet the Service Level Agreement for each system will cease when there are less than 1.5 FTE (full time equivalent) per system (IRAS and HARP) carrying out the Services provided that the Supplier shall use reasonable endeavours to meet the Service Level Agreement were possible to do so.