

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

LOT NUMBER: 4, HRA 2408020

Variation to Contract

Support to Health Research Authority: Research Review Programme

CALL OFF SCHEDULE 12: VARIATION FORM

No of Call Off Order Form being varied:

Variation No. 2

BETWEEN:

Health Research Authority

("the Customer")

and

Deloitte LLP
1 New Street Square,
London,
EC4A 3HQ
("the Supplier")

1. This Call Off Contract is varied as follows:

Variation to the contract as follows:

SECTION A

From	Health Research Authority 2 Redman Place Stratford London E20 1JQ ("CUSTOMER")
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2. Words and expressions in this Variation shall have the meanings given to them in this Call Off Contract.
3. This Call Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

2. SERVICES

2.1.	Services required: A: There are three key aspects to this piece of work: 1 Fast-track pilot evaluation <ul style="list-style-type: none">• Support with the assessment of the fast-track pilot against pre-defined framework
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	<ul style="list-style-type: none"> • Analysing the pilot data • Provide weekly updates • Develop an interim report • Develop a final report including recommendations for the future fast-track model <p>Deliverables: Fast track evaluation report and recommendations for future model</p> <p>2 Ethnographic evaluation</p> <ul style="list-style-type: none"> • Assessment of consistency level in decision making among committees via analysis of their meeting's discussions • Understand the impact and role of chair vs other members in committees, and the committee culture • Analyse results and share findings on committee culture and decision making • HRA would like to work with the researcher to define the assessment criteria. • May be worth researcher attending a 'normal' to give context and something to compare against. <p>Deliverables: An ethnographic research report on the committee functioning and decision making and recommendations for future model</p> <p>3 Developing the fast track model</p> <ul style="list-style-type: none"> • Small number of qualitative interviews to assess what applicants think they would get for the fee (i.e. expectation of speed, extra support, a favourable opinion) • Develop a survey to test WTP, and economic value added with users, including application charging, pre-application advice charging and combined fee with MHRA • Learnings from MHRA / NICE experience with charging • Refine cost pricing based on FT pilot evaluation • Consider international examples of comparable services to develop a comparable price range • Share recommendations that outline the prices of services and the economic value of services <p>Deliverables: Report on the risks, benefits and recommendations on the development of a charging model</p> <hr/> <p>B: Supply of Models to HRA (at no cost to Customer):</p> <p>In order to support the future research ethics model development, Customer has asked that Supplier provide the model that Supplier has developed and updated from time to time to assist Supplier in providing the services as set out in the call off order form dated 14/10/2020 under the original call off contract and for Supplier to give information or explanations at Supplier discretion in relation to the models (together with the Models, as defined below, "the Information").</p> <p>The models are identified as: 20210204_HRA_Research Review_Cost-benefit</p>
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	<p>model vS1 – Excel xls (the “Models”).</p> <p>The Models are draft and subject to ongoing development. The Models may therefore be incomplete and may contain errors and/ or invalid assumptions.</p> <p>Supplier draws to Customers attention that it is generally not possible to test a model to the extent that it can be assured that all errors have been detected and accordingly Supplier gives no such assurance.</p> <p>Supplier will provide Customer with the Information provided that:</p> <ol style="list-style-type: none"> 1. Customer acknowledge and agree that: <ol style="list-style-type: none"> (a) The Models were prepared solely for Supplier internal use and incidental to providing Supplier advice to Customer under original the call off contract agreed between the Supplier and Customer, rather than being deliverables themselves. The Models were not created for and should not be treated as suitable for any other purpose. (b) The Information may not be appropriate for Customer needs; (c) Matters may exist in the Information that might have been assessed differently by Customer; and (d) Supplier has not updated the Models for any events or transactions which may have occurred subsequent to the date of the Models. 2. Customer further acknowledges and agrees, in recognition of the above¹ and without in any way qualifying the Services and Deliverables (as defined in the call off contract agreed between the parties), that: <ol style="list-style-type: none"> (a) Supplier take no responsibility for the validity of the assumptions, the accuracy of the computations or the reasonableness and achievability of any projections comprised in the Models; (b) Customer will not use the Information other than to assist Customer in [understanding the advice Supplier have given to Customer under the original call off contract agreed between the parties] or to supplant other enquiries or procedures Customer might undertake; (c) Supplier does not warrant the suitability or sufficiency of the Information to enable Customer to understand the advice Supplier has given to Customer under the Original call off contract; (d) The Model is version 2021 02 04 vS1 and may be subject to further change. Supplier has no obligation (other than as set out in the original call off contract to: <ol style="list-style-type: none"> (i) Supply later versions of the Model to Customer; (ii) Update the Information in respect of any events or transactions that (a) might have occurred subsequent to the Models’ completion or (b) may in future occur; or (iii) Correct any inaccuracies in the Information that might become apparent to us in the future and which do not impact upon the advice given to Customer under the original call off contract agreed between the parties.
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	<p>(e) The Models have only been designed to be operated by Supplier as users who are intimate with their workings. The Models have not been subject to independent test procedures and errors may exist within them. Supplier does not warrant that the Models will operate as intended when used on a different computer or a different operating platform or with any other data or if either the Models or the information held on them are altered or amended in any way.</p> <p>(f) Customer will not disclose or make available the Information to any other party and Customer will not copy, reproduce, recite or refer to the Information (in whole or in part) in any document except as required by legal or regulatory obligations. Customer acknowledge that, were Customer to do so, a third party might bring, or threaten to bring, an action, proceeding or claim against one or more of the DTTL Parties (as defined below);</p> <p>(g) Customer will not be entitled to rely upon the Information. If, notwithstanding the terms of this variation, Customer choose to rely on the Information Customer agrees that Customer will do so at Customers own risk and without recourse to the DTTL Parties.</p> <p>(h) The DTTL Parties neither owe nor accept any duty of care to Customer in connection with the Information and none of them shall be liable to Customer for any loss, damage, cost or expense of whatsoever nature which is caused by Customer use of or reliance on the Information. Should Customer choose to rely upon the Information, Customer does so entirely at Customer own risk and Customer is responsible for carrying out Customers own independent investigations;</p> <p>(i) Customer agrees not to bring, or threaten to bring, any actions, proceedings or claims against any of the DTTL Parties in any way arising out of or in connection with the Information or its use; and</p> <p>(j) Customer will not obtain any copyright or other intellectual property rights in the Information made available to Customer.</p> <p>3. To the fullest extent permitted by law, Customer agrees to indemnify and hold harmless the DTTL Parties against all actions, proceedings and claims brought or threatened against the DTTL Parties, and all loss, damage and expense (including legal expenses) relating thereto where such action, proceeding or claim has arisen out of or results from or is connected with the failure of any of the addressees of this variation to comply with the additional terms of this variation.</p> <p>The “DTTL Parties” means all entities (including Deloitte MCS Limited) that are members of the Deloitte Touche Tohmatsu Limited worldwide network and each of their subsidiaries, predecessors (including without limitation our predecessor firm, Deloitte & Touche), successors and assignees, and all partners, principals, members, owners, directors, employees, affiliates and agents of all such entities. Supplier use the word “Partner” to describe a member of a limited liability partnership in their capacity as such.</p> <p>The DTTL Parties may (individually or collectively) in their own right enforce the provisions of this agreement which refer to the DTTL Parties.</p> <p>Nothing in this variation shall exclude, restrict (or prevent a claim being brought in respect of) any liability arising from the fraud of any of the DTTL</p>
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	<p>Parties or other liabilities which cannot lawfully be limited or excluded.</p> <p>This agreement shall apply to any updates of the Information that Supplier may release to Customer, notwithstanding that Supplier has no obligation to supply any such updates.</p> <p>No-one is authorised to agree any variations to the terms of this variation unless any variations are documented and agreed in writing between the Supplier and Customer.</p>
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3. PROJECT PLAN

3.1.	
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6. PAYMENT

6.1. **Call Off Contract Charges** for this Variation No. 2 – in addition to the original contract charges (including any applicable discount(s), but excluding VAT):

Supplier charges for the work will be on a time and materials basis, fixed at £ 106,700 including expenses, plus value added tax. The services will be invoiced 29th March 2021 for time and materials incurred to complete the deliverables.

Name	Grade	Days	Framework rate	Cost
	Partner	2		
	Director	4		
	Manager	18		

		Consultant	40	
		Analyst	20	
		Senior Consultant	10	
	Total			£106,700

Signed by an authorised signatory for and on behalf of the Customer

Signature



Date

23rd February 2021

Name



Address

2 Redman Place, Stratford,
London, E20 1JQ

Signature



Date

24 February 2021

Name



Address

2 Redman Place, Stratford, London,
E20 1JQ

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature



Date

21st February 2021

Name (in Capitals)



Address

1 New Street Square, London EC4A 3HQ