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The Short Form Contract

## SHORT FORM CONTRACT FOR THE SUPPLY OF GOODS AND/OR SERVICES

### I. Cover Letter



10 South Colonnade  
London  
E14 4PU



T +44 (0)20 0000 1234  
F +44 (0)20 0000 1234  
[www.gov.uk/ukhsa](http://www.gov.uk/ukhsa)

**Ibex Gale Ltd**  
**St Brandon's House, 29 Great George Street,**  
**Bristol, Avon**  
**BS1 5QT**



Date: 2nd November 2023  
Our ref: PRO 6033/ C220363

Dear 

Following your tender/proposal for the supply of a Medical Consultant   to UK Health Security Agency, we are pleased confirm our intention to award this Contract to you.

The attached Order Form, contract Conditions and the Annex set out the terms of the Contract between **UK Health Security Agency** and **Ibex Gale Ltd** for the provision of the Deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful Delivery of the Deliverables. Please confirm your acceptance of this Contract by signing and returning the Order Form via DocuSign within 7 days from the date of the Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this Contract.

We will then arrange for the Order Form to be countersigned which will create a binding contract between us.

Yours faithfully,



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**II. Order Form**

<b>1. Contract Reference</b>	PRO 6033/ C220363	
<b>2. Buyer</b>	UK Health Security Agency  10 South Colonnade London E14 4PU	
<b>3. Supplier</b>	Ibex Gale Ltd  St Brandon's House, 29 Great George Street, Bristol, Avon BS1 5QT	
<b>4. The Contract</b>	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables.</p> <p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions ("<b>Conditions</b>") and <b>Annex</b>.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.</p> <p>In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.</p>	
<b>5. Deliverables</b>	<b>Goods</b>	None
	<b>Services</b>	Description: as set out Specification below.
<b>6. Specification</b>		
<b>7. Start Date</b>	1 <sup>st</sup> November 2023	
<b>8. Expiry Date</b>	1 <sup>st</sup> February 2024	

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<b>9. Extension Period</b>	Not applicable
<b>10. Optional Intellectual Property Rights ("IPR") Clauses</b>	Not applicable
<b>11. Charges</b>	£15,445.00 excluding VAT
<b>12. Payment</b>	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to:</p> <p><b>[REDACTED]</b>  Accounts Payable;  UK Health Security Agency,  Manor Farm Road,  Porton Down,  Salisbury,  SP4 0JG  UKHSA VAT No: GB888851648</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to</p> <p><b>[REDACTED]</b></p> <p>or by telephone</p> <p>Contact number for all invoice related queries: <b>[REDACTED]</b>  <b>[REDACTED]</b></p> <p>between 09:00-17:00 Monday to Friday.</p>
<b>13. Data Protection Liability Cap</b>	In accordance with clause 12.5 of the Conditions, the Supplier's total aggregate liability under clause 14.7(e) of the Conditions is no more than the Data Protection Liability Cap, being five hundred thousand pounds (£500,000).
<b>14. Progress Meetings and Progress Reports</b>	The Supplier shall attend progress meetings with the Buyer as required for the completion of the contract.

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<b>15. Buyer Authorised Representative(s)</b>	For general liaison your contact will continue to be <div data-bbox="587 416 962 495" style="background-color: black; width: 235px; height: 35px;"></div> <div data-bbox="587 517 847 562" style="background-color: black; width: 163px; height: 20px;"></div> <div data-bbox="587 584 957 663" style="background-color: black; width: 232px; height: 35px;"></div>												
<b>16. Supplier Authorised Representative(s)</b>	For general liaison your contact will continue to be <div data-bbox="587 754 906 833" style="background-color: black; width: 199px; height: 35px;"></div> <div data-bbox="587 855 847 900" style="background-color: black; width: 163px; height: 20px;"></div> <div data-bbox="587 922 876 1001" style="background-color: black; width: 181px; height: 35px;"></div>												
<b>17. Address notices for</b>	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <b>Buyer:</b>  <div data-bbox="600 1059 767 1099" style="background-color: black; width: 105px; height: 18px;"></div>            10 South Colonnade            London            E14 4PU  <div data-bbox="600 1227 987 1272" style="background-color: black; width: 243px; height: 20px;"></div>  <div data-bbox="600 1294 970 1373" style="background-color: black; width: 232px; height: 35px;"></div> </td><td style="width: 50%; vertical-align: top;"> <b>Supplier:</b>  <div data-bbox="1019 1059 1230 1099" style="background-color: black; width: 132px; height: 18px;"></div>            St Brandon's House, 29            Great George Street,            Bristol, Avon            BS1 5QT  <div data-bbox="1019 1261 1370 1339" style="background-color: black; width: 220px; height: 35px;"></div>  <div data-bbox="1019 1361 1342 1440" style="background-color: black; width: 202px; height: 35px;"></div> </td></tr> </table>	<b>Buyer:</b> <div data-bbox="600 1059 767 1099" style="background-color: black; width: 105px; height: 18px;"></div> 10 South Colonnade London E14 4PU <div data-bbox="600 1227 987 1272" style="background-color: black; width: 243px; height: 20px;"></div> <div data-bbox="600 1294 970 1373" style="background-color: black; width: 232px; height: 35px;"></div>	<b>Supplier:</b> <div data-bbox="1019 1059 1230 1099" style="background-color: black; width: 132px; height: 18px;"></div> St Brandon's House, 29 Great George Street, Bristol, Avon BS1 5QT <div data-bbox="1019 1261 1370 1339" style="background-color: black; width: 220px; height: 35px;"></div> <div data-bbox="1019 1361 1342 1440" style="background-color: black; width: 202px; height: 35px;"></div>										
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<b>18. Key Staff</b>	<table border="0" style="width: 100%;"> <tr> <td style="width: 25%;"><b>Key Role:</b></td><td style="width: 25%;"><b>Staff Name:</b></td><td style="width: 50%;"><b>Contact Details:</b></td></tr> <tr> <td><div data-bbox="600 1563 740 1709" style="background-color: black; width: 88px; height: 65px;"></div></td><td><div data-bbox="812 1563 952 1843" style="background-color: black; width: 88px; height: 125px;"></div></td><td><div data-bbox="1019 1563 1358 1608" style="background-color: black; width: 212px; height: 20px;"></div></td></tr> <tr> <td><div data-bbox="600 1731 759 1843" style="background-color: black; width: 100px; height: 50px;"></div></td><td></td><td><div data-bbox="1019 1630 1370 1675" style="background-color: black; width: 220px; height: 20px;"></div></td></tr> <tr> <td></td><td></td><td><div data-bbox="1019 1731 1339 1809" style="background-color: black; width: 200px; height: 35px;"></div></td></tr> </table>	<b>Key Role:</b>	<b>Staff Name:</b>	<b>Contact Details:</b>	<div data-bbox="600 1563 740 1709" style="background-color: black; width: 88px; height: 65px;"></div>	<div data-bbox="812 1563 952 1843" style="background-color: black; width: 88px; height: 125px;"></div>	<div data-bbox="1019 1563 1358 1608" style="background-color: black; width: 212px; height: 20px;"></div>	<div data-bbox="600 1731 759 1843" style="background-color: black; width: 100px; height: 50px;"></div>		<div data-bbox="1019 1630 1370 1675" style="background-color: black; width: 220px; height: 20px;"></div>			<div data-bbox="1019 1731 1339 1809" style="background-color: black; width: 200px; height: 35px;"></div>
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<b>19. Procedures and Policies</b>	For the purposes of the Contract the:  The Buyer's Staff Vetting Procedures are:												

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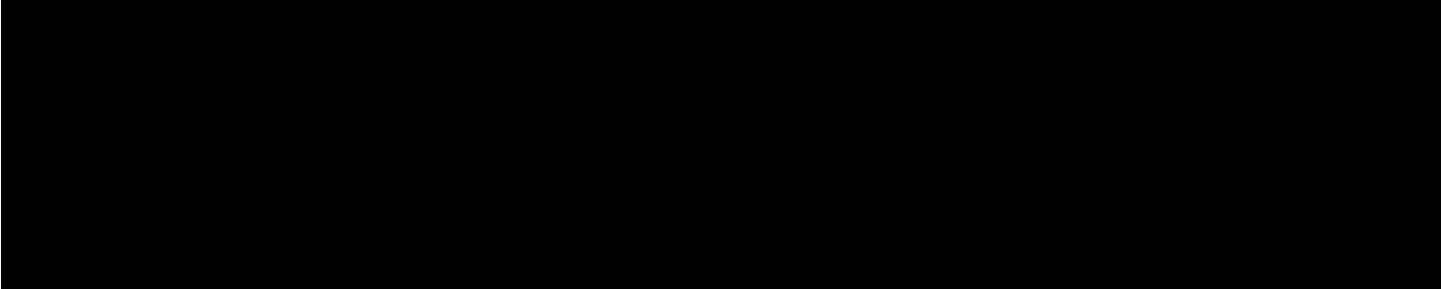
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	<p>The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check.</p> <p>The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p> <p>The Buyer's security / data security requirements are:</p> <p><a href="https://www.gov.uk/government/publications/security-policy-framework">https://www.gov.uk/government/publications/security-policy-framework</a></p> <p></p> <p>The Buyer's additional sustainability requirements are:</p> <p><a href="https://www.gov.uk/government/publications/environmental-and-sustainability-policy">https://www.gov.uk/government/publications/environmental-and-sustainability-policy</a></p>
<b>20. Special Terms</b>	N/A
<b>21. Incorporated /terms</b>	<p>The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none"> <li>a) The cover letter from the Buyer to the Supplier dated 30<sup>th</sup> October 2023</li> <li>b) This Order Form</li> <li>c) The following Annexes in equal order of precedence: <ul style="list-style-type: none"> <li>i. Annex 1 – Processing Personal Data</li> </ul> </li> </ul>

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Signed for and on behalf of the <b>Supplier</b>	Signed for and on behalf of the <b>Buyer</b>
	
Date Signed: 2 November 2023	Date Signed: 02/11/2023

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**III. Annex 1 – Processing Personal Data****Part A - Authorised Processing Template**

<b>Contract:</b>	<b>PRO 6033/ C220363</b>
<b>Date:</b>	<b>2<sup>nd</sup> November 2023</b>
<b>Description of authorised processing</b>	<b>Details</b>
Identity of Controller and Processor for each category of Personal Data	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation:</p> <p>(a) the Client is the Controller and the Service Provider is the Processor in respect of the following:</p> <ul style="list-style-type: none"> <li>· any processing of the contact details of employees, agents, consultants and contractors of either party engaged in the performance of obligations under the contract;</li> </ul> <p>(b) the Client and the Service Provider are independent Controllers for the purposes of the Data Protection Legislation in respect of the following (and in which case the Parties shall comply with their obligations under the Data Protection Legislation):</p> <ul style="list-style-type: none"> <li>· any processing related to the removal of access of any Service Provider personnel to an Affected Property.</li> </ul>
Subject matter of the processing	<p>The processing under (a) above is needed in order to ensure that the Parties can effectively perform their obligations under the contract.</p> <p>The processing under (b) above is needed to ensure the safe and effective performance of the contract and to inform any relevant internal employment-related processes of the Service Provider.</p>
Duration of the processing	For the duration of the contract.
Nature and purposes of the processing	The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).

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Type of Personal Data	Names, contact details, information held on the client's employment database relating to Data Subjects, including (as relevant) the following special category personal data: health, sexuality, sexual orientation, racial or ethnic origin, political opinions, religious or philosophical beliefs, gender and trade union membership.
Categories of Data Subject	Staff (including agents and temporary workers), consultants, suppliers, contractors and other representatives of the Parties.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	All data to be destroyed after the termination or expiry of the contract, except as required pursuant to law, regulation or Supplier's risk and compliance policies.
Locations at which the Supplier and/or its Subcontractors process Personal Data under this Contract	At Supplier's site.



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<p>Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach</p>	<p>The Supplier undertakes to:</p> <ol style="list-style-type: none"> <li>I. only process the Personal Data for and on behalf of you, in accordance with your written instructions, unless the processing is required by applicable laws to which we are subject, in which case we shall to the extent permitted by such applicable laws inform you of that legal requirement before processing;</li> <li>II. ensure that any personnel with access to Personal Data are subject to a duty of confidentiality (whether contractual or statutory), have undertaken training on the Data Protection Laws and how it relates to their handling of the Personal Data and how it applies to their particular duties, and ensure that access is strictly limited to those individuals who need to know/access the Personal Data;</li> <li>III. in relation to the Personal Data, implement appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the UK General Data Protection Regulation;</li> <li>IV. only involve sub-processors in the processing of the Personal Data with your prior written consent and under a written contract.</li> <li>V. provide you with reasonable assistance by appropriate technical and organisational measures for the fulfilment of your obligations to respond to requests from individuals seeking access to their Personal Data and/or exercising their rights as data subjects as laid down in the Data Protection Laws;</li> <li>VI. notify you as soon as reasonably practical upon becoming aware of any breach of the Data Protection Laws, providing you with sufficient information to allow you to meet your obligations under the Data Protection Laws;</li> <li>VII. assist you in ensuring compliance with your obligations pursuant to the Data Protection Laws taking into account the nature of the processing for the purposes of our engagement and the information available to us, including those obligations relating to: <ol style="list-style-type: none"> <li>a) security of processing;</li> <li>b) notification of a personal data breach to the Information Commissioner's Office; communication of a Personal Data breach to the data subject; and data protection impact</li> </ol> </li> </ol>
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	<p>assessments and any subsequent consultations with the Information Commissioner's Office;</p> <p>c) on the expiry or termination of our engagement, save where an applicable law requires storage of the Personal Data (but only to the extent and for such period as required by such law), promptly upon request from you either: return all Personal Data to you and delete all existing copies, or procure such deletion; or securely destroy such Personal Data;</p> <p>d) not transfer Personal Data outside the UK without your prior written consent</p> <p>e) make available to you on request all information necessary to demonstrate compliance with the Data Protection Laws, and allow for and contribute to audits, including inspections, by you or an auditor mandated by you, and comply with all reasonable requests or directions by you to enable you to verify and procure that we are in full compliance with our obligations under these Standard Terms; and</p> <p>f) inform you immediately if we are asked to undertake any act or omission which would breach the Data Protection Laws.</p>
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**Part B – Joint Controller Agreement*****“Not Used”*****Part C – Independent Controllers*****“Not Used”*****IV. [Annex 2 – Specification]*****“Not Used”*****V. [Annex 3 – Charges]*****“Not Used”***