

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

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Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Order Form

Call-Off Reference: C212830v2

Call-Off Title: Document Storage and Management Discovery

Call-Off Contract Description: The MHRA requires discovery on Document Storage and Management, based on user research with the main groups of users at the Agency, their needs for document storage / collaboration and pain-points with current tools, the application of information and records management policies, etc.

The output will be a written Discovery Report which will identify business requirements and user needs, and develop concepts (including technology, business process, ways of working, governance, etc) for Document Storage and Management in the Agency.

Although a number of document storage and collaboration tools/platforms are currently in use, it is expected that the business requirements should be platform agnostic and that concepts should best fit the business requirements.

The Discovery Report will incorporate, but not be limited to, executive summary, methods, findings, options and recommendations supported by the findings.

The Buyer: Medicines and Healthcare products Regulatory Agency

Buyer Address: 10 South Colonnade, Canary Wharf, London, E14 4PU

The Supplier: Make it Clear

Supplier Address: 128 Metal Box Factory, 30 Great Guildford Street, London, SE1 0HS

Registration Number: 11657456

DUNS Number: 224489973

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 24th November 2023.

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

Call-Off Lot

Lot 1 Digital Outcomes

Call-Off Incorporated Terms

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.8
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.8
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.8

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- Call-Off Schedules for RM1043.8
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 20 (Call-Off Specification)

5 CCS Core Terms (version 3.0.11)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8

7 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

Call-Off Special Terms

The following Special Terms are incorporated into this Call-Off Contract:

None

Call-Off Start Date: 27th November 2023

Call-Off Expiry Date: 27th March 2024

Call-Off Initial Period: Four months

Call-Off Optional Extension Period: to be agreed in writing by the Parties in advance.

Minimum Notice Period for Extensions: 20 days

Call-Off Contract Value: £133,098.00

Call-Off Deliverables

See details in Call-Off Schedule 20 (Call-Off Specification)

Warranty Period

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least 90 days against all obvious defects, and in relation to the warranties detailed in Paragraphs 4 (licensed Software warranty) and 9.6.2 (Specially Written Software and New IPRs) of Call-Off Schedule 6 (IPRs and Additional Terms on Digital Deliverables).

Framework Ref: RM1043.8 Digital Outcomes 6

Project Version: v2.0

Model Version: v3.8

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Buyer's Standards

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

N/A

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

Maximum Liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £133,098.00

Call-Off Charges

The Charging method used for this contract and incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) is:

A fixed price with payment upon acceptance of deliverables, inclusive of expenses.

Only the above Charging method may be used in any subsequent Statement of Work.

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

All changes to the Charges must use procedures that are equivalent to those in Paragraph 4 in Framework Schedule 3 (Framework Prices).

Reimbursable Expenses

[See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)]

Payment Method

Payment via BACS, monthly in arrears.

Buyer's Invoice Address

accountspayable@mhra.gov.uk

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Buyer’s Authorised Representative

[Redacted Name]

10 South Colonnade, London, E14 4PU

Buyer’s Security Policy

Appended at Call-Off Schedule 9 (Security)

Supplier’s Authorised Representative

[Redacted Name]

Director

[Redacted Name]

128 Metal Box Factory, 30 Great Guildford Street, London, SE1 0HS

Supplier’s Contract Manager

[Redacted Name]

Account Director

[Redacted Name]

128 Metal Box Factory, 30 Great Guildford Street, London, SE1 0HS

Progress Report Frequency

To be agreed between the Parties no later than 30 days after commencement of the contract.

Progress Meeting Frequency

To be agreed between the Parties no later than 30 days after the commencement of the contract.

Key Role	Key Staff	Contract Details	Worker Engagement Route (incl. inside/outside IR35)
Director	[Redacted Name]	[Redacted Name]	Permanent Make It Clear employee
Account Director	[Redacted Name]	[Redacted Name]	Permanent Make It Clear employee
Senior Strategist	[Redacted Name]	[Redacted Name]	Permanent Make It Clear employee
Senior Business	[Redacted Name]	[Redacted Name]	Permanent Alchemmy

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Analyst			employee
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Key Staff

[Redacted]
Director
[Redacted]
Make it Clear
128 Metal Box Factory
20 Great Guildford Street
London
SE1 0HS
Tel: **[Redacted]**

[Redacted]
Account Director
[Redacted]
Make it Clear
128 Metal Box Factory
20 Great Guildford Street
London
SE1 0HS
Tel: **[Redacted]**

[Redacted]
Senior Strategist
[Redacted]
Make it Clear
128 Metal Box Factory
20 Great Guildford Street
London
SE1 0HS
Tel: **[Redacted]**

[Redacted]
Manager / Senior Business Analyst
[Redacted]
Alchemmy
Riverside House
2A Southwark Bridge Rd
London
SE1 9HA
Tel: **[Redacted]** .

Key Subcontractor(s)

Not applicable

Commercially Sensitive Information

All pricing elements of the proposal.

Material KPIs

Not applicable

Service Credits

Not applicable

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Additional Insurances

Not applicable

Guarantee

Not applicable

Social Value Commitment

Not applicable

Statement of Works

During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

For and on behalf of the Supplier:

Signature:

[Redacted Signature]

Name: [Redacted Name]

Role: Director

Date: 24.11.23

For and on behalf of the Buyer:

Signature: [Redacted Signature]

Name: [Redacted Name]

Role: Deputy Director of Digital Enablement

Date: 27 November 2023

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Appendix 1

The first Statement(s) of Works shall be inserted into this Appendix 1 as part of the executed Order Form. Thereafter, the Buyer and Supplier shall complete and execute Statement of Works (in the form of the template Statement of Work in Annex 1 to the template Order Form in Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

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Annex 1 (Template Statement of Work)

1 Statement of Works (SOW) Details

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

Date of SOW: 19th November 2023

SOW Title: Document Storage and Management Discovery

SOW Reference: SOW 001

Call-Off Contract Reference: C212830v2

Buyer: Medicines and Healthcare products Regulatory Agency

Supplier: Make it Clear

SOW Start Date: 27th November 2023

SOW End Date: 27th March 2024

Duration of SOW: Not to exceed a maximum of four months

Key Personnel (Buyer): [REDACTED]

Key Personnel (Supplier): [REDACTED]

Subcontractors: Alchemmy

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2 Call-Off Contract Specification – Deliverables Context

SOW Deliverables Background: The MHRA requires discovery on Document Storage and Management, based on user research with the main groups of users at the Agency, their needs for document storage / collaboration and pain-points with current tools, the application of information and records management policies, etc.

The output will be a written Discovery Report which will identify business requirements and user needs, and develop concepts (including technology, business process, ways of working, governance, etc) for Document Storage and Management in the Agency.

Although a number of document storage and collaboration tools/platforms are currently in use, it is expected that the business requirements should be platform agnostic and that concepts should best fit the business requirements.

The Discovery Report will incorporate, but not be limited to, executive summary, methods, findings, options and recommendations supported by the findings.

3 Buyer Requirements – SOW Deliverables**Outcome Description:**

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01	Project initiation - Kick off and key stakeholder workshop	Kick off and key stakeholder workshop has been completed successfully. Access or walk-through of document storage and collaboration tools provided to the supplier.	15/12/23
MS02	User research - Research plan, user survey, and proto-personas	Research plan has been created and approved by the MHRA project team. User survey has been delivered and responded to by a sample of MHRA users. Proto-personas (up to 6) have been completed to inform the observation sessions and stakeholder workshops to follow.	10/01/24
MS03	User research - Observation sessions, business requirements, and stakeholder workshops	Observation sessions (min. 36) have been completed. Business requirements	26/02/24

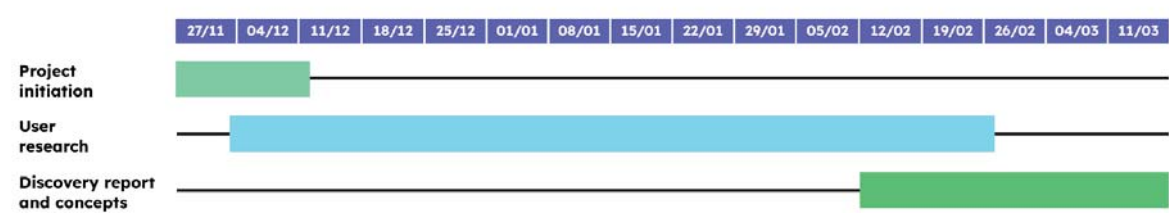
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		have been drafted and then finalised following stakeholder workshops (up to 9) and interviews where required are completed.	
MS04	Discovery report and recommendations - Final presentation	All reporting and recommendations have been reviewed and formally approved.	27/03/24

Delivery Plan:



Dependencies:

Project team, stakeholder and user availability and participation.

Supplier Resource Plan:

- [Redacted] (UX Director), 17.5 days
- [Redacted] (Senior Strategist), 47.5 days
- [Redacted] (Project Manager), 5 days
- [Redacted] (Senior Business Analyst), 30.5 days
- [Redacted] (Artworker), 7 days
- [Redacted] (Researcher), 13 days

Security Applicable to SOW:

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

Cyber Essentials Scheme:

The Buyer requires the Supplier to have and maintain a **Cyber Essentials Certificate** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

SOW Standards:

Not applicable

Performance Management:

Not applicable

Additional Requirements:

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Not applicable

Key Supplier Staff:

Key Role	Key Staff	Contract Details	Worker Engagement Route (incl. inside/outside IR35)
Director	[REDACTED]	[REDACTED]	Permanent Make It Clear employee
Account Manager	[REDACTED]	[REDACTED]	Permanent Make It Clear employee
Senior Strategist	[REDACTED]	[REDACTED]	Permanent Make It Clear employee
Senior Business Analyst	[REDACTED]	[REDACTED]	Permanent Alchemmy employee

SOW Reporting Requirements:

As in Call-Off Schedule 15 (Call Off Contract Management).

4 Charges**Call Off Contract Charges:**

The applicable charging method(s) for this SOW is:

A fixed price with payment upon acceptance of deliverables, inclusive of expenses

The estimated maximum value of this SOW (irrespective of the selected charging method) is [REDACTED]

Rate Cards Applicable:

As detailed in Call-Off Schedule 5 (Pricing Details and Expenses Policy).

Reimbursable Expenses:

As in Call-Off Schedule 5 (Pricing Details and Expenses Policy)

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5 Signatures and Approvals

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be legally binding on the Parties:

For and on behalf of the Supplier:

Signature:



Name:

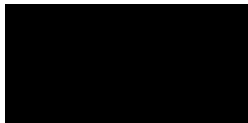


Role: Director

Date: 24.11.23

For and on behalf of the Buyer:

Signature:



Name:



Role: Deputy Director of Digital Enablement

Date: 27 November 2023

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Annex 1**Data Processing**

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • The Supplier for the purposes of analysis and research will process data acquired through a user survey. This survey will be stored by the Relevant Authority and access will be granted for the purpose of processing by the Supplier. Personal identifiable information will not be required, respondents will respond anonymously and provide data such as role, team and department. • The Supplier for the purposes of status reporting and appointment scheduling will process contact information such as name, title and email address of stakeholders and users that participate in observation sessions, workshops and interviews.
Duration of the Processing	01/12/23 - 27/03/24
Nature and purposes of the Processing	<p>Collection, recording, consultation, and use.</p> <p>The purpose is analysis, research and insights gathering.</p>
Type of Personal Data	Name, email address, role, team, and department.
Categories of Data Subject	Staff

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<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>We will only retain the data for as long as necessary to fulfil the purposes for which we processed it, including for the purposes of satisfying any reporting requirements to the Relevant Authority.</p> <p>Data will be destroyed one month after the end date of the project.</p>
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