

**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: C254771

Call-Off Title: Development and Operations L2 & L3 Support

Call-Off Contract Description: Provision of Operations L2 & L3 Support & Core DevOps Support

The Buyer: The Secretary of State for Health and Social Care as part of the Crown through the UK Health Security Agency

Buyer Address: UK Health Security Agency, 5th Floor, 10 South Colonnade, London, E14 4PU

The Supplier: Burendo LTD

Supplier Address: 10 Wellington Place, Leeds, West Yorkshire, England, LS1 4AP

Registration Number: 11185546

DUNS Number: 223660001

SID4GOV ID:

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### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 26/03/2024.

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

### **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 8 (Business Continuity and Disaster Recovery) **[Optional]**
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 14 (Service Levels and Balanced Scorecard) **[Optional]**
  - Call-Off Schedule 15 (Call-Off Contract Management) **[Optional]**
  - 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:

The Core Terms (version 3.0.11) shall be amended by deleting existing Clauses and inserting new Clauses as follows:

Special Term 1:

*Clause 10.2.2 (Ending the Contract without a reason) shall be deleted and replaced with:*

*“10.2.2 The Buyer has the right to terminate the Call-Off Contract or any Statement of Work at any time without reason by giving the Supplier not less than:*

- (a) 30 days for a Statement of Work; or*
- (b) 90 days for the Call-Off Contract,*

*written notice and if it is terminated, Clause 10.6 shall apply. Without prejudice to Clause 10.2.3, the Buyer shall have no liability in respect of any costs incurred by the Supplier arising from such termination.”*

Special Term 2

A new Clause 10.2.3 shall be inserted as follows:

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*“10.2.3 The Parties acknowledge and agree that the:**(a) Buyer’s right to terminate under Clause 10.2.2 is reasonable in view of the subject matter of the Call-Off Contract and the nature of the Deliverables being provided.**(b) Call-Off Contract charges paid during the notice period given by the Buyer in accordance with Clause 10.2.2 are a reasonable form of compensation and are deemed to fully cover any avoidable costs or losses incurred by the Supplier which may arise (directly or indirectly) as a result of the Buyer exercising the right to terminate under Clause 10.2.2.”***Special Term 3**Clauses 10.6.1 (What happens if the Contract ends), **(a) and (e)** shall be deleted and replaced with:*“10.6.1 Where the Party terminates a Contract or, where applicable, terminates any Statement of Work, under Clauses 10.2.1, 10.2.2, 10.4.1, 10.4.2, 10.4.3, 10.5 or 20.2 or a Contract expires all of the following apply:**(a) the Buyer’s payment obligations under the terminated Contract or terminated Statement of Work stop immediately.**(e) the Supplier must promptly return any of the CCS or the Buyer’s property (including Government Data) provided under the terminated Contract or terminated Statement of Work.”***Special Term 4***The Call-Off Schedule 9 (Security) is supplemented as follows:**Part B: Long Form Security Requirements shall apply to this Call-Off Contract and the Statement of Work.**Before the execution of each Statement of Work under this Call-Off Contract, when requested by the Buyer, the Supplier will provide all required assistance to the Buyer to enable the Buyer to undertake the relevant internal risk assessments, governance and/or approvals relating to the use of any off-shore resources (where applicable) for the performance of the requirements set out in such Statement of Work.**The Buyer’s decision on whether or not the Supplier can off-shore any of the resources required by the specific Statement of Work shall not be considered a Variation to the Call-Off Contract for the purpose of Clause 24 of the Core Terms. The Supplier shall comply with any conditions and requirements of the Buyer relating to such off-shore resources.”*Call-Off Start Date: 27<sup>th</sup> March 2024Call-Off Expiry Date: 26<sup>th</sup> March 2026

Call-Off Initial Period: 2 Years

Call-Off Optional Extension Period:

Minimum Notice Period for Extensions: ninety (90) days

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Call-Off Contract Value: £9,600,000 ex VAT

### **Call-Off Deliverables**



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Including but not limited to what is set out 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).

### **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:

\*UKHSA Strategy and Guidance documents as provided by the Buyer; and

\*WCAG2.1 (Accessibility) [[WCAG 2 Overview](#) | [Web Accessibility Initiative \(WAI\)](#) | [W3C](#)].

### **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 as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £4,800,000.00 (ex VAT).

### **Call-Off Charges**

- 1 Capped Time and Materials (CTM)
- 2 Incremental Fixed Price
- 3 Time and Materials (T&M)
- 4 Fixed Price
- 5 A combination of two or more of the above Charging methods.

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

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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**

Charges shall be invoiced monthly in arrears. Payment of a valid and undisputed invoices shall be made within 30 days of receipt of the relevant invoice by BACs or alternative payment method as agreed between the Buyer and the Supplier. Submitted invoices must be accompanied by supporting information including:

- completed timesheets for amounts set out in the relevant invoice where the Charging method is Time and Materials or Capped Time and Materials; and
- such other information as the Buyer (acting reasonably) may require in order to verify the invoiced amounts.

### **Buyer's Invoice Address**

UKHSA

Accounts Payable,

Manor Farm Road,

Porton Down,

Salisbury, SP4 0JG

payables@ukhsa.gov.uk

### **Buyer's Authorised Representative**

[REDACTED]

[REDACTED]

[REDACTED]

UK Health Security Agency, 5th Floor, 10 South Colonnade, London, E14 4PU

### **Buyer's Environmental Policy**

Environmental policy - GOV.UK ([www.gov.uk](http://www.gov.uk))

### **Buyer's Security Policy**

Appended at Call-Off Schedule 9 (Security)

*Part B: Long Form Security Requirements shall apply to this Call-Off Contract and the Statement of Work.*

### **Supplier's Authorised Representative**

[REDACTED]

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[Redacted]

[Redacted]

[Redacted] LS1 4AP

**Supplier’s Contract Manager**

[Redacted]

[Redacted]

[Redacted]

10 Wellington Place, Leeds, LS1 4AP

**Progress Report Frequency**

On the fifth (5<sup>th</sup>) Working Day of each calendar month

**Progress Meeting Frequency**

Quarterly on the fifth (5<sup>th</sup>) Working Day of each quarter

**Key Staff**

N/A

**Key Subcontractor(s)**

N/A

**Commercially Sensitive Information**

Supplier’s Commercially Sensitive Information: Charges/pricing and performance metrics including but not limited to Performance Reports

**Balanced Scorecard**

See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)

**Material KPIs**

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard):

Material KPIs	Target	Measured by
[Redacted]	[Redacted]	[Redacted]

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Signed for and on behalf of the supplier:

DocuSigned by:

Full Name:

Job Title/Role:

Date Signed: 27/03/2024

Signed for and on behalf of the buyer:

DocuSigned by:

Full Name:

Job Title/Role:

Date Signed: 27032024

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**Appendix 1**

UKHSA.L2L3.SOW001.2024

[Redacted content]

**Key Personnel (Buyer):** [Redacted]

**Key Personnel (Supplier):** [Redacted]  
[Redacted]

**Subcontractors:** N/A

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**2 Call-Off Contract Specification – Deliverables Context**

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**Annex 1 to UKHSA.L2L3.SOW001.2024****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><b>The Relevant Authority is Controller and the Supplier is Processor</b></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"> <li>Personal data of UKHSA employees and contractors processed by the Supplier for purposes associated with the provision of second and third line support of UKHSA services and products as specified by the Relevant Authority</li> <li>Personal data, including special categories of personal data, of data subjects that is necessary for the Supplier to process for purposes associated with the provision of second and third line support of UKHSA services and products as specified by the Relevant Authority</li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>Business contact details of Supplier Staff for which the Supplier is the Controller,</li> <li>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Staff) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,</li> </ul>
Duration of the Processing	Duration of the Contract, with the exception of the personal data for which the Supplier is an independent data controller.
Nature and purposes of the Processing	To facilitate the fulfilment of the Supplier's obligations under this Contract including ensuring effective communication between the Supplier and the Relevant Authority.
Type of Personal Data	<p>Contact details of, and communications with, Relevant Authority Staff concerned with the management of the Contract.</p> <p>Contact details of, and communications with, Supplier Staff</p>

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	concerned with the performance of this Contract.
Categories of Data Subject	i) Relevant Authority Staff ii) Supplier Staff
Plan for return and destruction of the data once the Processing is complete  UNLESS requirement under Union or Member State law to preserve that type of data	The Supplier will delete all Personal Data upon completion or termination of the Contract, with the exception of the personal data for which the Supplier is an independent controller.

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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:**

**SOW Title:**

**SOW Reference:**

**Call-Off Contract Reference:**

**Buyer:**

**Supplier:**

**SOW Start Date:**

**SOW End Date:**

**Duration of SOW:**

**Key Personnel (Buyer):**

**Key Personnel (Supplier):**

**Subcontractors:**

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**2 Call-Off Contract Specification – Deliverables Context****SOW Deliverables Background:** [Insert details of which elements of the Deliverables this SOW will address]**Delivery phase(s):** [Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live]**Overview of Requirement:** [Insert details including Release Type(s), for example Ad hoc, Inception, Calibration or Delivery]**3 Buyer Requirements – SOW Deliverables****Outcome Description:**

<b>Milestone Ref</b>	<b>Milestone Description</b>	<b>Acceptance Criteria</b>	<b>Due Date</b>
MS01			
MS02			

**Delivery Plan:****Dependencies:****Supplier Resource Plan:****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).

[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW:

[Insert if necessary]

**Cyber Essentials Scheme:**

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

**SOW Standards:**

[Insert any specific Standards applicable to this SOW]

**Performance Management:**

[Insert details of Material KPIs that have a material impact on Contract performance]

<b>Material KPIs</b>	<b>Target</b>	<b>Measured by</b>
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[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard)]

**Additional Requirements:**

**Annex 1** – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

**Key Supplier Staff:**

Key Role	Key Staff	Contract Details	Worker Engagement Route (incl. inside/outside IR35)

[Indicate: whether there is any requirement to issue a Status Determination Statement]

**SOW Reporting Requirements:**

[Further to the Supplier providing the management information detailed in Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1.	[insert]		
1.1	[insert]	[insert]	[insert]

]

**4 Charges****Call Off Contract Charges:**

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

- [Capped Time and Materials]
- [Incremental Fixed Price]
- [Time and Materials]
- [Fixed Price]
- [2 or more of the above charging methods]

[Buyer to select as appropriate for this SOW]

The estimated maximum value of this SOW (irrespective of the selected charging method) is £[Insert detail].

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**Rate Cards Applicable:**

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[**Insert** SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]

**Reimbursable Expenses:**

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

[Reimbursable Expenses are capped at [£**Insert**] [**OR**] [**Insert**] percent ([**X**]%) of the Charges payable under this Statement of Work.]

[None]

[**Buyer** to delete as appropriate for this SOW]

**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**

Name:

Title:

Date:

Signature:

**For and on behalf of the Buyer**

Name:

Title:

Date:

Signature:

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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:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></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"> <li>• [Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Relevant Authority]</li> </ul>
Duration of the Processing	Duration of the Contract, including any extensions to it.
Nature and purposes of the Processing	<p>In summary the Supplier's data processing activities based on the Buyer's instructions will be (in each case, to the extent set out in a Statement of Work):</p> <ul style="list-style-type: none"> <li>• Creation: <ul style="list-style-type: none"> <li>○ of new data by analytics, inference or analysis; and</li> <li>○ of new data via aggregation, combination or matching.</li> </ul> </li> </ul> <p>Transformation:</p> <ul style="list-style-type: none"> <li>○ parsing, formatting or other transformation of data;</li> <li>○ updating, for example, to keep data current; and</li> <li>○ masking and pseudonymisation to make it more difficult to identify individuals or anonymisation such that individuals cannot be identified.</li> </ul> <ul style="list-style-type: none"> <li>• Use: <ul style="list-style-type: none"> <li>○ Reading data only; and</li> <li>○ Presenting, accessing, using or copying data</li> </ul> </li> <li>• Sharing with third parties.</li> <li>• Storage of data including backups.</li> <li>• Deletion of data.</li> </ul> <p>The following third party will operate as a Sub-processor: as set out in the applicable Statement of Work.</p>
Type of Personal Data	<p>The following lists the types of Personal Data that will be processed as part of the Services:</p> <ul style="list-style-type: none"> <li>• Capabilities and qualifications of the individual;</li> </ul>

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

Call-Off Ref: RM1043.8

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	<ul style="list-style-type: none"> <li>○ education and professional certifications;</li> <li>○ professional and employment information; and</li> <li>○ professional affiliations.</li> <li>• Identity of the individual: <ul style="list-style-type: none"> <li>○ government identities;</li> <li>○ identification number;</li> <li>○ individual;</li> <li>○ person name; and</li> <li>○ telephony.</li> </ul> </li> <li>• Location of the individual: <ul style="list-style-type: none"> <li>○ Appointment, schedule, calendar entries;</li> <li>○ Environment of the individual; and</li> <li>○ Physical location of the individual.</li> </ul> </li> </ul> <p>The following lists the special categories of Personal Data that will be processed as part of the Services:</p> <p>personal data revealing racial or ethnic origin; and data concerning health</p>
Categories of Data Subject	<p>The following lists the categories of Data Subjects whose Personal Data are processed as part of the Services:</p> <ul style="list-style-type: none"> <li>• the Buyer's employees (including temporary or casual workers, volunteers, assignees, trainees, retirees, pre-hires and applicants);</li> <li>• the Buyer's affiliates employees (including temporary or casual workers, volunteers, assignees, trainees, retirees, pre-hires and applicants);</li> <li>• the Buyer's (potential) customers (if those (potential) customers are individuals);</li> <li>• employees of the Buyer's (potential) customers;</li> <li>• the Buyer's business partners (if those business partners customers are individuals);</li> <li>• employees of the Buyer's business partners;</li> <li>• the Buyer's visitors;</li> <li>• the Buyer's suppliers and sub-contractors (if those suppliers and sub- contractors are individuals);</li> <li>• employees of Buyer's suppliers and sub-contractors; and</li> </ul> <p>the Buyer's agents consultants and other professional experts (contractors)</p>
<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>The Buyer will be able to delete and / or make a copy of the Personal Data at any time.</p> <p>The Supplier will delete all Personal Data upon completion or termination of the Services.</p>