## RM6100 Technology Services 3 Agreement Framework Schedule 4 - Annex 1

**Lots 2, 3 and 5 Order Form**

Order Form

This Order Form is issued in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100 dated 16/06/2021 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after making a direct award or conducting a further competition under the Framework Agreement.

The Contract, referred to throughout this Order Form, means the contract between the Supplier and the Buyer (as defined below) (entered into pursuant to the terms of the Framework Agreement) consisting of this Order Form and the Call Off Terms. The Call-Off Terms are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website [Technology Services 3 - CCS](https://www.crowncommercial.gov.uk/agreements/RM6100) [(crowncommercial.gov.uk)](https://www.crowncommercial.gov.uk/agreements/RM6100)The agreed Call-Off Terms for the Contract being set out as the Annex 1 to this Order Form.

The Supplier shall provide the Services and/or Goods specified in this Order Form (including any attachments to this Order Form) to the Buyer on and subject to the terms of the Contract for the duration of the Contract Period.

In this Order Form, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Call-Off Terms

This Order Form shall comprise:

1. This document headed “Order Form”;
2. Attachment 1 – Services Specification;
3. Attachment 2 – Charges and Invoicing;
4. Attachment 3 – Implementation Plan;
5. Attachment 4 – Service Levels and Service Credits;
6. Attachment 5 – Key Supplier Personnel and Key Sub-Contractors;
7. Attachment 6 – Software;
8. Attachment 7 – Financial Distress;
9. Attachment 8 - Governance
10. Attachment 9 – Schedule of Processing, Personal Data and Data Subjects;
11. Attachment 10 – Transparency Reports; and
12. Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses.
13. Annex 2 – Statement of Works.
14. Annex 3 – Documentation referenced in Order Form.

The Order of Precedence shall be as set out in Clause 2.2 of the Call-Off Terms being:

* 1. the Framework, except Framework Schedule 18 (Tender);
  2. the Order Form;

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* 1. the Call Off Terms; and
  2. Framework Schedule 18 (Tender).

**Section A**

**General information**

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| --- | --- |
| **Contract Details** | |
| **Contract Reference:** | CCZN22A16. |
| **Contract Title:** Provision of Big Rocks Technology Client-Side Partner | |
| **Contract Description:** This Procurement will establish the Client-Side Supplier Contract for the purchase of the Contracting Authority’s Big Rocks Technology Transformation Programme. These Services will allow the Contracting Authority’s Technology function to design, build, deliver and support the technology solutions required to deliver modernised, fit for purpose and value for money IT services. | |
| **Contract Anticipated Potential Value:** this £15,000,000 should set out the total potential value of the  Contract | |
| **Estimated 2023/24 FY Charges:** £2,571,480.00 | |
| **Commencement Date:** this should be the date of the 18/08/2023  last signature on Section E of this Order Form | |

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| --- |
| **Buyer details** |
| **Buyer organisation name**  UK Health Security Agency |
| **Billing address**  Your organisation’s billing address - please ensure you include a postcode  **REDACTED TEXT under FOIA Section 40, Personal Information** |
| **Buyer representative name**  The name of your point of contact for this Order  **REDACTED TEXT under FOIA Section 40, Personal Information** |

**Buyer Project Reference**

Please provide the customer project reference number.

C94404

**Buyer representative contact details**

Email and telephone contact details for the Buyer’s representative. This must include an email for the purpose of Clause

50.6 of the Contract.

**REDACTED TEXT under FOIA Section 40, Personal Information**

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| --- |
| **Supplier details** |
| **Supplier name**  The supplier organisation name, as it appears in the Framework Agreement  Mason Advisory Limited |
| **Supplier address**  Supplier’s registered address  **REDACTED TEXT under FOIA Section 40, Personal Information** |
| **Supplier representative name**  The name of the Supplier point of contact for this Order  **REDACTED TEXT under FOIA Section 40, Personal Information** |
| **Supplier representative contact details**  Email and telephone contact details of the supplier’s representative. This must include an email for the purpose of Clause 50.6 of the Contract.  **REDACTED TEXT under FOIA Section 40, Personal Information** |
| **Order reference number or the Supplier’s Catalogue Service Offer Reference Number**  A unique number provided by the supplier at the time of the Further Competition Procedure. Please provide the order reference number, this will be used in management information provided by suppliers to assist CCS with framework management. If a Direct Award, please refer to the Supplier’s Catalogue Service Offer Reference Number.  N/A |

|  |
| --- |
| **Guarantor details**  *Guidance Note: Where the additional clause in respect of the guarantee has been selected to apply to this Contract under Part C of this Order Form, include details of the Guarantor immediately below.* |
| **Guarantor Company Name**  The guarantor organisation name  *Not Applicable* |
| **Guarantor Company Number**  Guarantor’s registered company number |

**Guarantor Registered Address**

Guarantor’s registered address

*Not Applicable*

*Not Applicable*

**Section B**

**Part A – Framework Lot**

|  |  |
| --- | --- |
| **Framework Lot under which this Order is being placed**  *Tick one box below as applicable (unless a cross-Lot Further Competition where the buyer is procuring technology strategy & Services Design in ad also selected then this Order Form and corresponding Call-Off Terms sha* | *or Direct Award, which case, tick Lot 1 also dition to Lots 2, 3 and/or 5. Where Lot 1 is*  *ll apply and the Buyer is not required to* |
| *complete the Lot 1 Order Form.*  1. TECHNOLOGY STRATEGY & SERVICES DESIGN | ☐ |
| 2. TRANSITION & TRANSFORMATION | ☒ |
| 3. OPERATIONAL SERVICES |  |
| a: End User Services | ☐ |
| b: Operational Management | ☐ |
| c: Technical Management | ☐ |
| d: Application and Data Management | ☐ |
| 5. SERVICE INTEGRATION AND MANAGEMENT | ☐ |

**Part B – The Services Requirement**

**Contract Period**

*Guidance Note – this should be a period which does not exceed the maximum durations specified per Lot below:*

**Initial Term** Months

6 Months

**Extension Period (Optional)** Months

Up to 30 month extension: 12 months + 12 months + 6 months

Clause 6.1.2 of the Call-Off Terms shall be deleted in its entirety and replaced with the following:

If the Buyer elects to extend the Initial Term or an Extension Period (as applicable) by giving the Sup- plier at least 30 days’ notice before the end of the

**Commencement Date**

See above in Section A

|  |  |
| --- | --- |
| **Lot** | **Maximum Term (including Initial Term and Extension Period) – Months (Years)** |
| **2** | 36 (3) |

Initial Term (or an Extension Period as applicable), at the end of the notified Extension Period.

The Parties shall agree a Statement of Work for the Services that will be provided during the Initial. For subsequent extension periods that may become applicable, the Statement of Work will be agreed before the commencement of the extension period in accordance with clause 7A as specified in Section C of this Order Form.

All Statements of Work agreed by the Parties shall be appended to this Order Form upon signature of the Statement of Work.

|  |  |
| --- | --- |
| **Minimum Notice Period for exercise of Termination Without Cause**  (Calendar days) *Insert right (see Clause 35.1.9 of the Call-Off Terms)* | 30 Days |

## Sites for the provision of the Services

*Guidance Note - Insert details of the sites at which the Supplier will provide the Services, which shall include details of the Buyer Premises, Supplier premises and any third party premises.*

The Supplier shall provide the Services from the following Sites**:**

## Buyer Premises:

The location of the Services will be carried out at the Supplier’s premises or remotely. The Buyer may request attendance at their office locations. No travel expenses or subsistence payments will be due for travel to/from the Buyer’s offices. On the basis of the nature of activities likely to be required to be undertaken by the Supplier and notwithstanding the generality of the foregoing, the Parties shall discuss and agree any specific principles relating to the location from which the Services (or parts thereof) will be provided and include such agreement in each applicable Statement of Work.

## Supplier Premises:

As many individuals providing the services will be working from the supplier’s office locations within the UK and non-UK locations the premises from which the services will be provided will include various home and office locations within the UK and non-UK locations as agreed with the Buyer. On the basis of the nature of activities likely to be required to be undertaken by the Supplier and notwithstanding the generality of the foregoing, the Parties shall discuss and agree any specific principles relating to the location from which Services (or parts thereof) will be provided and include such agreement in each applicable Statement of Work.

## Third Party Premises:

As many individuals providing the services will be working in a hybrid manner, from home and from office locations, the premises from which the services will be provided will include various home and office locations within the UK and non-UK locations as agreed with the Buyer. On the basis of the nature of activities likely to be required to be undertaken by the Supplier and notwithstanding the generality of the foregoing, the Parties shall discuss and agree any specific principles relating to the location from which Services (or parts thereof) will be provided and include such agreement in each applicable Statement of Work.

## Buyer Assets

*Guidance Note: see definition of Buyer Assets in Schedule 1 of the Call-Off Terms*

* The Buyer will not provide any hardware.
* Supplier shall be responsible for provision of laptops and other equipment to all required resource.
* All processing of Buyer Data will be on Buyer systems within the virtual desktops, except where Buyer Data is required for approved use by the Supplier for incident resolution purposes subject to the data deletion requirements described in Attachment 9 (Data Processing), and all processing shall be in accordance with the provisions governing data processing set out in this Call Off Contract.
* The Supplier shall comply with the geographical restrictions notified to it by Buyer with regards to location of personnel and transfers of Buyer Data and may only use personnel and transfer Buyer Data in jurisdictions agreed by the Buyer and detailed within this Call- Off Contract.
* Buyer will maintain its infrastructure and the Buyer Assets (hardware and software) during the term of the Call Off Contract.
* Supplier is not responsible for, and shall have no liability arising out of or relating to, the performance, reliability, availability, or security of any Buyer or third party system or hardware which is not within the scope of the Services.
* It is Buyer’s responsibility to ensure that appropriate Buyer systems management and operations functions are in place to support the Services (including VDI access and performance).

On the basis of the nature of activities likely to be required to be undertaken by the Supplier and notwithstanding the generality of the foregoing, the Parties shall discuss and agree any specific principles relating to the provision of Buyer Assets and include such agreement in each applicable Statement of Work.

**Additional Standards**

Guidance *Note: see Clause 13 (Standards) and the definition of Standards in Schedule 1 of the Contract. Schedule 1 (Definitions). Specify any particular standards that should apply to the Contract over and above the Standards.*

All service delivery will be in line with:

1. the technology code of practice [The Technology Code of Practice - GOV.UK](https://www.gov.uk/guidance/the-technology-code-of-practice) [(www.gov.uk);](https://www.gov.uk/guidance/the-technology-code-of-practice)
2. government service standard [Government Service Standard](https://www.gov.uk/service-manual/service-standard); and

|  |
| --- |
| 1. The following documentation included as part of the invitation to tender “Big Rocks: Technology Transformation Programme Contract Reference CCZN22A16” (the “tender”):    1. The Detailed Requirements – see Attachment 1 - Services Specification;    2. The Enterprise Architecture Principles - see Annex 3;    3. The Environmental Policy - see Annex 3. |
| **Buyer Security Policy**  *Guidance Note: where the Supplier is required to comply with the Buyer’s Security Policy then append to this Order Form below.*  All service delivery will adhere to:   1. The Big Rocks Cyber Plus Security Requirements; 2. The Big Rocks Personal Security Requirements 3. The Buyer Information Security Policy.   The documents are included as part of Annex 3 of this Order Form. |
| **Buyer ICT Policy**  *Guidance Note: where the Supplier is required to comply with the Buyer’s ICT Policy then append to this Order Form below.*  There is no single ICT Policy over and above those referenced by the two sections above (Additional Standards and Buyer Security Policy). On the basis of the nature of activities likely to be required to be undertaken by the Supplier, the Parties shall discuss and agree any specific additional policies applicable to the provision of the Services (or parts thereof) and include such agreement in each applicable Statement of Work. |
| **Insurance**  *Guidance Note: if the Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Agreement or the Buyer requires any additional insurances please specify the details below.*  Third Party Public Liability Insurance (£) - 10,000,000 Professional Indemnity Insurance (£) - £10,000,000 Employers Liability Insurance (£) - 10,000,000  Such insurance limits shall apply to the Initial Term and refresh for each Extension Period |
| **Buyer Responsibilities**  *Guidance Note: list any applicable Buyer Responsibilities below.*  On the basis of the nature of activities likely to be required to be undertaken by the Supplier the Parties shall discuss and agree any specific Buyer Responsibilities that apply and include such agreement in each applicable Statement of Work. |
| **Goods** |

**Governance – Option Part A or Part B**

*Guidance Note: the Call-Off Terms has two options in respect of governance. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is limited project governance required during the Contract Period.*

The Part selected above shall apply this Contract.

The Short Form governance schedule will sit alongside the governance structures in accordance with requirement GENA103R outlined in Attachment 3 - Statement of Requirements.

On the basis of the nature of activities likely to be required to be undertaken by the Supplier the Parties shall discuss and agree any specific further delivery governance mechanisms that apply and include such agreement in each applicable Statement of Work.

**Change Control Procedure – Option Part A or Part B**

*Guidance Note: the Call-Off Terms has two options in respect of change control. Part A is the short form option and Part B is the long form option. The short form option should only be used where there is no requirement to include a complex change control procedure where operational and fast track changes will not be required.*

The Part selected above shall apply this Contract.

*Guidance Note: list any Goods and their prices.*

Not Applicable

|  |  |
| --- | --- |
| **Governance Schedule** | **Tick as applicable** |
| Part A – Short Form Governance Schedule | ☒ |
| Part B – Long Form Governance Schedule | ☐ |

|  |  |
| --- | --- |
| **Change Control Schedule** | **Tick as applicable** |
| Part A – Short Form Change Control Schedule | ☒ |
| Part B – Long Form Change Control Schedule | ☐ |

**Section C**

**Part A - Additional and Alternative Buyer Terms**

**Additional Schedules and Clauses** *(see Annex 3 of Framework Schedule 4)*

*This Annex can be found on the RM6100 CCS webpage. The document is titled RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5.*

## Part A – Additional Schedules

*Guidance Note: Tick any applicable boxes below*

|  |  |
| --- | --- |
| **Additional Schedules** | **Tick as applicable** |
| S1: Implementation Plan | ☐ |
| S2: Testing Procedures | ☐ |
| S3: Security Requirements (either Part A or Part B) | Part A ☐ or Part B ☐ |
| S4: Staff Transfer | ☐ |
| S5: Benchmarking | ☐ |
| S6: Business Continuity and Disaster Recovery | ☐ |
| S7: Continuous Improvement | ☐ |
| S8: Guarantee | ☐ |
| S9: MOD Terms | ☐ |

None of the above Additional Schedules have been ticked as applicable. However, on the basis of the nature of activities likely to be required to be undertaken by the Supplier and notwithstanding the foregoing, the Parties shall discuss and agree any specific Additional Schedules relating to the Services (or parts thereof) that need to apply and include such agreement in each applicable Statement of Work.

## Part B – Additional Clauses

*Guidance Note: Tick any applicable boxes below*

|  |  |
| --- | --- |
| **Additional Clauses** | **Tick as applicable** |
| C1: Relevant Convictions | ☐ |
| C2: Security Measures | ☐ |
| C3: Collaboration Agreement | ☐ |

Where selected above the Additional Schedules and/or Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

## Part C - Alternative Clauses

*Guidance Note: Tick any applicable boxes below*

The following Alternative Clauses will apply:

|  |  |
| --- | --- |
| **Alternative Clauses** | **Tick as applicable** |
| Scots Law | ☐ |
| Northern Ireland Law | ☐ |
| Joint Controller Clauses | ☐ |

Where selected above the Alternative Clauses set out in document RM6100 Additional and Alternative Terms and Conditions Lots 2, 3 and 5 shall be incorporated into this Contract.

## 7A Statements of Work

7A.1 Work packages (statements of work or **“SoWs**) will be completed using the Change Control Procedure aligned to Schedule 5 of the Call Off Terms and shall be based on the Charges as set out in this Order Form.

7A.2 The term of any SoWs will not exceed the total Contract Period of the Call Off Contract.

7A.3 SoWs will contain the costs and associated deliverables and outcomes along with the implementation plan associated with the delivery of the SoW

7A.4 Any additional quality Standards and accreditations applicable to the Services within the scope of a SoW shall be agreed between the Parties in the relevant SoW.

7A.5 In the event of any conflict between the Order Form and any SoWs, the terms of this Order Form shall take precedence over the terms of the SoWs.

7A.6 The Buyer does not guarantee any minimum volumes of the Services or value of the Services that may be required.

7A.7 The agreed SoWs will be appended to this Order form as an Annex

***Within the scope of the Contract, the following clause shall be added as Clause 7B of the Call Off Terms:***

## 7B Deliverables Acceptance Process

7B.1 Within five (5) Working Days of the submission of any Deliverables, or other reasonable period as agreed by the Parties, the Buyer shall review and either accept, or provide a single set of consolidated comments on the Deliverable.

7B.2 Where comments are provided by the Buyer, the Supplier will have three (3) Working Days from its receipt thereof, or such other reasonable period as agreed by the Parties, to update the Deliverable to address the comments.

7B.3 The Supplier shall re-submit the revised Deliverable to the Customer within such three

(3) Working day period, or such other reasonable period as agreed by the Parties, for review, in accordance with the preceding provisions of this Clause.

7B.4 In the event that the Deliverable has not been agreed by both Parties on completion of two review cycles, the Parties shall meet promptly to resolve the outstanding issues prior to acceptance.

7B.5 Non-approval is to be managed via the Dispute Resolution Procedure in Schedule 8.3 of the Call Off Terms.

7B.6 The Supplier shall in no event be penalised for non-timely approval by the Buyer of the Deliverables and will escalate through the governance process where this could cause knock on impacts to the delivery of the Services and/or Achievement of a Milestone by the Milestone Date

### Within the scope of the Contract, the following clause of Part A of Schedule 2 (Charges and Invoicing) of the Call Off Terms shall be amended as follows:

2.1.2 the Supplier shall keep records of hours properly worked by Supplier Personnel, the name and role of each relevant Supplier Personnel and their agreed daily rate (in the form of timesheets) and expenses incurred and submit a summary of the relevant records with each invoice. If the Buyer requests copies of such records, the Supplier shall make them available to the Buyer within ten (10) Working Days of the Buyer’s request.

### Within the scope of the Contract, the clause 1.2.3(g) of Part D of Schedule 2 (Charges and Invoicing) of the Call Off Terms shall be amended as follows:

1.2.3 The Supplier shall ensure that each invoice contains the following information: a description of the Services – including a breakdown of the Charges for delivery

### Within the scope of the Contract, the following clause shall be added to Clause 28 (Gov- ernance) of the Call Off Terms:

* 1. The Parties shall attend monthly contract review meetings, the dates for which shall be mutually agreed between the Parties. If both parties are in agreement, the frequency of these may be altered after six months. The Parties shall discuss the following at such meetings:

overview of performance and delivery of the Services (including positive aspects and any con- cerns);

performance against Service Levels; any risks and issues occurring; budgets and financial positions; spend to date / forecast to completion; invoicing status and payment issues;

Changes to the Call Off Contract or any Change Control Procedures underway;

continuous improvement;

actions from the previous meetings;

feedback on the meeting structure and any the structure/content for any required reports; and any other business.

* 1. The meeting agenda shall be refined as required by the Parties at the meetings and during the Contract Period.
  2. 48 hours in advance of the meetings, the Supplier shall provide a monthly report to the Buyer which shall cover the aspects outlined in Clause 28.2. The format of the report shall be agreed with the Buyer prior to the first meetings. The format and content of the report shall be refined and enhanced as agreed by the Parties at the meetings.
  3. Attendance at meetings shall be at the Supplier’s own expense.

### Within the scope of the Contract, the following clause shall be added as Clause 47A of the Call Off Terms:

47A.1 The Buyer applies corporate and social responsibility values to its business operations and activities which are consistent with the Government's corporate social responsibility poli- cies, including, without limitation, those policies relating to anti-bribery and corruption, health and safety, the environment and sustainable development, equality and diversity.

47A.2 The Supplier represents and warrants that it:

1. complies with all CSR Laws;
2. requires its Sub-Contractors and any person under its control, to comply with all CSR Laws; and
3. has adopted a written corporate and social responsibility policy that sets out its values for relevant activity and behaviour (including, without limitation, addressing the impact on employ- ees, clients, stakeholders, communities and the environment by the Supplier’s business activ- ities).

47A.3 The Supplier shall notify the Buyer in the event that its corporate and social respon- sibility policies conflict with, or do not cover the same subject matter in an equivalent level of detail as is in, the CSR Policies.

**Part B - Additional Information Required for Additional Schedules/Clauses Selected in Part A**

**Additional Schedule S3 (Security Requirements)**

*Guidance Note: where Schedule S3 (Security Requirements) has been selected in Part A of Section C above, then for the purpose of the definition of “Security Management Plan” insert the Supplier’s draft security management plan below.*

On the basis of the nature of activities likely to be required to be undertaken by the Supplier the Parties shall discuss and agree whether a Security Management Plan is required in addition to the inclusion of the Buyer Security Policies specified in Part B of this Order Form and include such agreement in each applicable Statement of Work.

**Additional Schedule S4 (Staff Transfer)**

*Guidance Note: where Schedule S4 (Staff Transfer) has been selected in Part A of Section C above, then for the purpose of the definition of “Fund” in Annex D2 (LGPS) of Part D (Pension) insert details of the applicable fund below.*

Not Applicable

**Additional Clause C1 (Relevant Convictions)**

*Guidance Note: where Clause C1 (Relevant Convictions) has been selected in Part A of Section C above, then for the purpose of the definition of “Relevant Convictions” insert any relevant convictions which shall apply to this contract below.*

Not Applicable

**Additional Clause C3 (Collaboration Agreement)**

*Guidance Note: where Clause C3 (Collaboration Agreement) has been selected in Part A of Section C above, include details of organisation(s) required to collaborate immediately below.*

Not Applicable

**Section D**

**Supplier Response**

**Commercially Sensitive information**

Any confidential information that the Supplier considers sensitive for the duration of an awarded Contract should be included here. Please refer to definition of Commercially Sensitive Information in the Contract – *use specific references to sections rather than copying the relevant information here.*

N/A

**Section E Contract Award**

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 3 Framework Agreement RM6100.

**SIGNATURES**

For and on behalf of the Supplier:

**REDACTED TEXT under FOIA Section 40, Personal Information**

For and on behalf of the Buyer:

**REDACTED TEXT under FOIA Section 40,**

**Personal Information:**

**Attachment 1 – Services Specification**

**REDACTED TEXT under FOIA Section 43 Commercial Interests**

Statements of Work that fall under this Order Form may supersede ‘Attachment 3- Statement of Requirements’ document above where required.

**Attachment 2 – Charges and Invoicing**

**Part A – Milestone Payments and Delay Payments – Not Applicable Part B – Service Charges – Not Applicable**

**Part C – Supplier Personnel Rate Card for Calculation of Time and**

**Materials Charges**

|  |  |  |
| --- | --- | --- |
| **SFIA Levels (Develop-**  **ment and Implementa- tion)** | **Daily Rate - UK based re- sources (£ exc. VAT)** | **Daily Rate - Outside UK based resources (£ exc.**  **VAT)** |
| 1 | **REDACTED TEXT under FOIA Section 43 Commercial Interests** | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |
| 2 | **REDACTED TEXT under FOIA Section 43 Commercial Interests** | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |
| 3 | **REDACTED TEXT under FOIA Section 43 Commercial Interests** | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |
| 4 | **REDACTED TEXT under FOIA Section 43 Commercial Interests** | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |
| 5 | **REDACTED TEXT under FOIA Section 43 Commercial Interests** | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |
| 6 | **REDACTED TEXT under FOIA Section 43 Commercial Interests** | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |
| 7 | **REDACTED TEXT under FOIA Section 43 Commercial Interests** | **REDACTED TEXT under FOIA Section 43 Commercial Interests** |

All the rates mentioned in the charges table are in GBP (British Pound). The rates exclude VAT and any other applicable taxes.

The rates above in Part C have been calculated based on a professional day rate where a pro- fessional day is defined as being 09:00 to 17:30 UK time, Monday to Friday (excluding Public Holidays

The Buyer, acting reasonably and following confirmation of their compliance with the Buyer’s obligations set out in Clause 7B of the Deliverables Acceptance Process and also prompt notifi- cation to the Supplier setting out such grounds for the possible withholding of the outstanding Charges due to the Supplier then having granted a reasonable amount of time to the Supplier to rectify the shortfall in Service, may withhold a reasonably proportionate part of a month’s Charges related to the elements of the Services that are not delivered in accordance with this Contract for that relevant month (including, without limitation, in the event that the forecasted quantity delivery of Deliverables are not provided, the quality of the Deliverables are not in ac- cordance with Good Industry Practice, there is any delay in the delivery of the Services including during the transition phase and/or the Service Levels are not met after the reasons for any failure have been discussed by the Parties) until such time as the shortfall in Service can be rectified by the Supplier, whereupon the withheld Charges shall be paid in full to the Supplier in accord- ance with the Contract. Any costs incurred by the Supplier in rectifying such a shortfall in the delivery of the Services shall not be chargeable to the Buyer.

Due to the need for predictable cost, whilst operating in a complex environment, it is expected that the Supplier will provide an agreed fixed capacity within their delivery team. This fixed ca- pacity will be agreed within Statements of Work. In the event of urgent requirements which can- not be delivered within the agreed fixed capacity, temporary Change Requests may be proposed by the Buyer for mutual agreement.

The Supplier’s Charges shall be invoiced monthly in arrears from the commencement date on an as-used basis by the Supplier. The Buyer shall validate each invoice and, provided that such invoice is not disputed, make payment of the same within 30 days of the date of the issue of that invoice.

The Supplier shall in respect of all activities performed provide with each invoice a breakdown of each individual working on the activities which accurately state the amount of time that each individual has worked on those activities. This will specifically apply to T&M statements of work, which will be decided during the agreement of each statement of work.

The maximum total amount for the initial period (excluding only any payment in respect of VAT) that the Buyer agrees to pay in respect is £2,571,480. The Supplier shall monitor the maximum total amount and advise the Buyer as soon as the Supplier has a reasonable expectation that the maximum amount may be exceeded. The Buyer shall not be liable for any costs incurred by the Supplier in performing the activities, which are in excess of this amount and the Supplier shall not be required to perform any activities where the fees accrued are, or would be, in excess of this amount, unless agreed otherwise in writing by both Parties.

The Pricing Schedule provides the detail for the initial term fees. Each statement of work may supersede this where agreed between the Buyer and the Supplier.

**REDACTED TEXT under FOIA Section 43 Commercial Interests**

**Part D – Risk Register**

On the basis of the nature of activities likely to be required to be undertaken by the Supplier, the Parties shall discuss and agree any specific principles relating to an appropriate Risk Register and the responsibility and mechanisms for its management and include such agreement in each applicable Statement of Work.

**Part E – Early Termination Fee(s)**

If the Buyer exercises its right to terminate in accordance with clause 35.1.9, the Buyer will be lia- ble to pay Charges accrued under the terms of this Contract up until the date of termination and will not be liable for any further costs.

The Buyer will under no circumstances be responsible or liable for any loss of profit, loss of reve- nue or opportunity, anticipated savings, damage to goodwill, wasted management or staff time or any punitive or exemplary damages, whether or not the likelihood of such could have been reason- ably contemplated, if it exercises its right to terminate in accordance with clause 35.1.9 of the Con- tract.

**Attachment 3 – Outline Implementation Plan**

On the basis of the nature of activities likely to be required to be undertaken by the Supplier the Parties shall discuss any specific principles relating to implementation and agree an appropriate overall implementation plan and include such agreement in each applicable Statement of Work.

**Attachment 4 – Service Levels and Service Credits**

On the basis of the nature of activities likely to be required to be undertaken by the Supplier the Parties shall discuss and agree any specific principles relating to the measurement of the Supplier’s performance of the Services (or parts thereof) will be provided and include such agreement in each applicable Statement of Work.

**Attachment 5 – Key Supplier Personnel and Key Sub-Contractors Part A – Key Supplier Personnel**

On the basis of the nature of activities likely to be required to be undertaken by the Supplier the Parties shall discuss and agree any Key Supplier Personnel applicable to the provision of the Services (or parts thereof) and identify such Supplier Key Personnel as such in each applicable Statement of Work in the form of the table below.

|  |  |  |
| --- | --- | --- |
| **Key Supplier Personnel** | **Key Role(s)** | **Duration** |
| **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 40, Personal Information** | Contract Period |
| **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 40, Personal Information** | Contract Period |
| **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 40, Personal Information** | Contract Period |

**Part B – Key Sub-Contractors**

On the basis of the nature of activities likely to be required to be undertaken by the Supplier, the Parties shall discuss and agree any Key Sub-Contractors applicable to the provision of the Services and identify such Key Sub-Contractors in each applicable Statement of Work in the form of the table below.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Key Sub- contractor name and address (if not the same as the registered office)** | **Registered office and company number** | **Related product/Service description** | **Key Sub-contract price expressed as a percentage of total projected Charges over the Contract Period** | **Key role in delivery of the Services** |
| N/A | N/A | N/A | N/A | N/A |

**Attachment 6 – Software**

* 1. The Software below is licensed to the Buyer in accordance with Clauses 20 (*Intellectual Property Rights*) and 21 (*Licences Granted by the Supplier*).
  2. The Parties agree that they will update this Attachment 6 periodically (and/or include within a subsequent Statement of Work) to record any Supplier Software or Third Party Software subsequently licensed by the Supplier or third parties for the purposes of the delivery of the Services.

**Part A – Supplier Software**

The Supplier Software includes the following items:

(Third Party Software will be identified and agreed based on UKHSA's scope in each SoW)

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Software** | **Supplier (if an Affiliate of the Supplier)** | **Purpose** | **Number of Licences** | **Restrictions** | **Number of Copies** | **Type (COTS or Non-COTS)** | **Term/ Expiry** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

**Part B – Third Party Software**

The Third Party Software shall include the following items:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Third Party Software** | **Supplier** | **Purpose** | **Number of Licences** | **Restrictions** | **Number of Copies** | **Type (COTS or Non-COTS)** | **Term/ Expiry** |
| Third Party Software will be identified and agreed based on UKHSA's scope in each SoW |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

**Attachment 7 – Financial Distress**

For the purpose of Schedule 7 (Financial Distress) of the Call-Off Terms, the following shall apply:

# PART A – CREDIT RATING THRESHOLD

|  |  |  |
| --- | --- | --- |
| **Entity** | **Credit Rating (long term)**  *(Rating of Supplier at commencement date)* | **Credit Rating Threshold** |
| ***Mason Advisory Limited*** | Dunn & Bradstreet: **REDACTED TEXT under FOIA Section 43 Commercial Interests** | Dunn & Bradstreet: **REDACTED TEXT under FOIA Section 43 Commercial Interests** |

**PART B – RATING AGENCIES**

* Rating Agency 1 (Dunn & Bradstreet)

**Attachment 8 – Governance**

# PART A – SHORT FORM GOVERNANCE

For the purpose of Part A of Schedule 7 (Short Form Governance) of the Call-Off Terms, the following board shall apply:

|  |  |
| --- | --- |
| **Operational Board** | |
| Buyer Members for the Operational Board | Including, but not limited to:  **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Supplier Members for the Operational Board | Including, but not limited to:    **REDACTED TEXT under FOIA Section 40, Personal Information** |
| Frequency of the Operational Board | Monthly |
| Location of the Operational Board | Teams meeting (or alterative location as agreed in advance between the participants) |

On the basis of the nature of activities likely to be required to be undertaken by the Supplier, the Parties shall discuss and agree further governance principles mechanisms (which may include but is not limited to all or some of the Boards described below) applicable to the provision of the Services and identify such further governance principles in each applicable Statement of Work.

* Programme Board
* Service management board
* Change management board
* Technical Board
* Risk Management Board

**Attachment 9 – Schedule of Processing, Personal Data and Data Subjects**

On the basis of the nature of activities likely to be required to be undertaken by the Supplier, the Parties shall discuss and agree the details of the table below in each applicable Statement of Work in the form of the table below.

This Attachment 9 shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Buyer at its absolute discretion.

* + - 1. The contact details of the Buyer’s Data Protection Officer are: **REDACTED TEXT under FOIA Section 40, Personal** **Information** The contact details of the Supplier’s Data Protection Officer are: **REDACTED TEXT under FOIA Section 40, Personal Information**
      2. The Processor shall comply with any further written instructions with respect to processing by the Controller.
      3. Any such further instructions shall be incorporated into this Attachment 9.

The Supplier will ensure that processing of Buyer PII (personal identifiable information) Data will be accessed and processed within the UK only.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | **The Buyer is Controller and the Supplier is Processor.**  The Parties acknowledge that in accordance with Clause 34.2 to 34.15 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor.  On the basis of the nature of activities likely to be required to be undertaken by the Supplier, the Parties shall discuss and agree the details in each applicable Statement of Work. |
| Duration of the processing | Duration of the Contract, including any extensions to it |
| Nature and purposes of the processing | The Supplier is being appointed as a Client-Side Partner for the UKHSA Technology Transformation Programme (known as ‘Big Rocks’).  The Programme is comprised of four initiatives, for which Personal Data will be processed as follows:   1. Cloud Optimisation and Operations: this is expected to involve the processing of Personal Data and confidential patient information collected and processed by UKHSA in fulfilment of its public health remit from the UK government to meet the core aims of this initiative; these aims include, but are not limited to, creating, developing and maintaining a central UKHSA cloud environment through the merger of existing cloud environments and moving data, information and systems from UKHSA on- premise data centres to the cloud; 2. Application Programming Interface (API): this is expected to involve the processing of Personal Data and confidential patient information collected and processed by UKHSA in fulfilment of its public health remit from the   UK government to meet the core aims of this initiative; these aims include, but are not limited to, developing UKHSA’s ability to exchange data and |

|  |  |
| --- | --- |
|  | information both externally and across its distributed systems in a reliable, timely, repeatable, efficient and secure manner;   1. Strategic Workplace Planning: this is expected to involve the processing of Personal Data on UKHSA staff and contractors working in Data, Digital and Technology (‘DDaT’) roles collected and processed by UKHSA in fulfilment of its public health remit from the UK government to meet the core aims of this initiative; these aims include, but are not limited to, creating a long-term, permanent, diverse and sustainable UKHSA DDaT workforce; 2. Knowledge Management: the core aims of this initiative include, but are not limited to, creating a central knowledge management capability to improve knowledge capture, access, sharing and updates; this initiative is not expected to involve the processing of Personal Data or confidential patient information. |
| Type of Personal Data | The types of Personal Data processed by the Supplier for the four Technology Transformation Programme initiatives will include, but not be limited to, the following information relating to identified or identifiable natural persons (‘Data Subjects’):   1. Cloud Optimisation and Operations: name, address, date of birth, gender, location data, NHS number, and special category data including information about health, race, ethnic origin and sex life; 2. Application Programming Interface (API): name, address, date of birth, gender, location data, NHS number, and special category data including information about health, race, ethnic origin and sex life; 3. Strategic Workforce Planning: name, email address, job title, employment records, and special category data including information about health, race and ethnic origin; 4. Knowledge Management: no processing of Personal Data is expected. |
| Categories of Data Subject | The categories of Data Subject for which Personal Data will be processed by the Supplier for the four Technology Transformation Programme initiatives will include, but not be limited to, the following:   1. Cloud Optimisation and Operations: members of the public, patients, service users, health and social care staff; 2. Application Programming Interface (API): members of the public, patients, service users, health and social care staff; 3. Strategic Workforce Planning: UKHSA staff including contractors working in DDaT roles; 4. Knowledge Management: no processing of Personal Data is expected. |
| 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 Buyer will be able to delete and / or make a copy of the Personal Data at any time.  The Supplier will delete all Personal Data upon completion or termination of the Services. |

**Attachment 10 – Transparency Reports**

On the basis of the nature of activities likely to be required to be undertaken by the Supplier, the Parties shall discuss and agree with the Big Rocks Technology Partner the details, content, format and frequency of the appropriate reports that the Supplier shall provide which may include though is not limited to those elements included in the table below and include such agreement in each applicable Statement of Work in the form of the table below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Title** | **Content** | **Format** | **Frequency** |
| Performance/ Project Status Report | * Summary of activities completed * Overview of open and closed actions | MS Word / MS Excel | Weekly |
| Charges Report | * Charges associated with the activities completed * Forecast of the Charges associated with future activities * Spend against budget | MS Excel | Monthly |

**Annex 1 – Call Off Terms and Additional/Alternative Schedules and Clauses**

**FRAMEWORK SCHEDULE 4 – ANNEX 2 RM6100 TECHNOLOGY SERVICES 3**

**LOTS 2, 3 AND 5 CALL OFF TERMS**

**Annex 2 – Statement of Work**

The Supplier shall commence work under the Buyer’s direction.

Statement of Work 1 comprises of the activities described in the various Attachments including Attachment 3 (the Outline Implementation Plan) and other such activities as mutually agreed between the Parties.

This initial Statement of Work will be agreed on commencement of this call-off contract

**Annex 3 - Documentation referenced in Order Form**

Documentation included in the Order Form by virtue of Part B “Additional Standards”

* + - * 1. The Enterprise Architecture Principles
        2. The Environmental Policy



Annex 3 -Enterprise environmental-poli

Architecture Principl cy.pdf

Documentation included in the Order Form by virtue of Part B” Buyer Security Policy”

1. The Big Rocks Cyber Plus Security Requirements;
2. The Big Rocks Personal Security Requirements
3. The Buyer Information Security Policy.

**REDACTED TEXT under FOIA Section 43 Commercial Interests**