

Order Form

Confidential When Complete

Call-off Contract Details	
Title of Framework Agreement:	Audio Visual Solutions & Integrated Operating Theatres 2
Framework Agreement Reference:	10245
Lot number:	Lot 2, Mutli-disciplinary Team Rooms & Conferencing Facility Rooms
Call-off procedure used: [Further Competition/Direct Award]	Direct Award
Total Call-off Contract Value:	£30,850 (Excluding VAT)
Estimated Patient Numbers:	N/A
Purchase Order:	TBC on completion of Signatures from both parties
Authority Contact Details:	
Name:	Digital Health Category Manager
Phone Number:	-
Category Generic Email Address:	<div></div>

Order Form Details

This Order Form sets out the agreement between the following Parties and in accordance with the Terms and Conditions of the Framework Agreement and the Call-off Terms and Conditions.

Period of the Agreement			
Commencement Date:	24 th January 2024	Expiry Date:	31st March 2024
Extension Period(s): [Optional]	1 Month		
Maximum Permissible Term	4 Months		

Unless otherwise agreed by both Parties, this Order Form will remain in force until the expiry date agreed above. If no extension/renewal is agreed and the Approved Organisation continues to access the Supplier's Goods and/or Services, the terms of this Contract shall apply on a rolling basis until the overarching Framework Agreement expiry date.

In circumstances where the Framework Agreement had already expired and the Approved Organisation continues to access the Supplier's Goods and/or Services, then the terms of this Contract shall apply on a rolling basis until the expiry of the Call-off Terms and Conditions' maximum permissible term (as set out above).

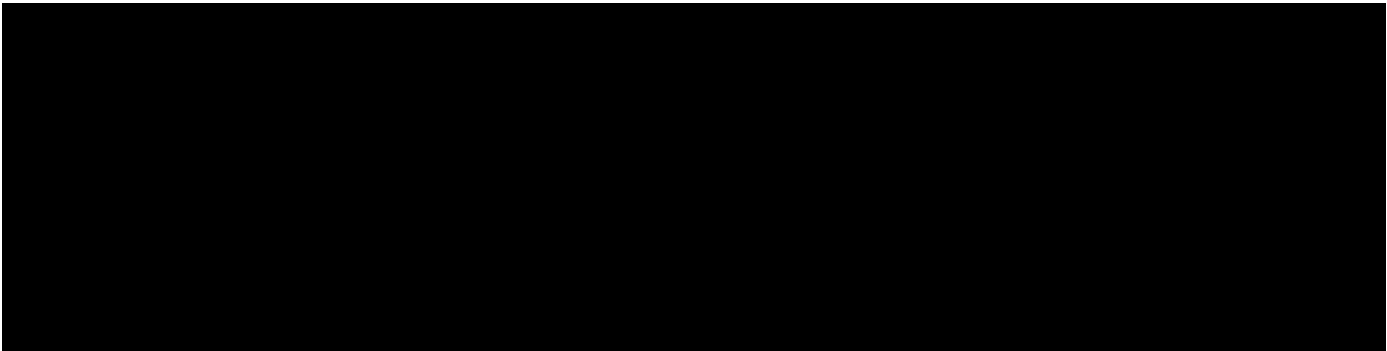
Any capitalised terms shall have the meaning given to such terms in the Call-off Terms and Conditions.

Supplier Order Form Signature Panel

The “Supplier”	
Name of Supplier:	CINOS Limited
Name of Supplier Authorised Signatory:	
Job Title of Supplier Authorised Signatory:	Director
Contact Details Email Address:	
Contact Details Phone Number:	
Address of Supplier:	Unit 4-9 Hitech, Frimley 4 Business Park, Frimley, Camberley, GU16 7SG

Approved Organisation Order Form Signature Panel

The “Approved Organisation”	
Name of Approved Organisation:	Secretary of State for Health and Social Care acting as part of the Crown through the UK Health Security Agency
Name of Approved Organisation Authorised Signatory:	
Job Title of Approved Organisation Authorised Signatory:	Deputy Director of Enabling and Operational Services
Contact Details Email Address:	
Contact Details Phone Number:	-
Address of Approved Organisation:	10 South Colonnade, Canary Wharf, E14 4PU



Please Note: Each Party’s respective Authorised Signatory above shall also be that Party’s authorised representative for the purposes of Clause 23.3 of Schedule 2 of the Call-off Terms and Conditions in respect of any variations to the Call-off Contract during its Term.

Date Signed: 23.01.2024

Date Signed: 23.01.2024

Subject to the Parties complying with Clause 30 (Assignment, novation and Sub-contracting) of Schedule 2 of the Call-off Terms and Conditions, this Order Form shall remain in force regardless of any change of organisational structure to the above-named Approved Organisation or Supplier and shall be applicable to any successor organisations as agreed by both Parties.

As per the Framework Agreement, the Supplier shall forward a copy of the jointly signed Order Form to the Authority by no later than 5 (five) Business Days of it being executed.

Agreement

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1. Agreement Overview

This Order Form represents an agreement between the Parties listed above pursuant to the Framework Agreement listed above for the provision of Goods and/or Services as outlined below. This Order Form in conjunction with the Call-off Terms and Conditions outlines the parameters for the provision of Goods and/or Services as they are mutually understood by the Parties.

The Framework Agreement terms and conditions (including the Specification) will apply in all instances, unless specifically agreed otherwise by both Parties within this Order Form.

2. Stakeholders

The primary stakeholders from the Supplier and the Approved Organisation will be responsible for the day-to-day management of the Call-off Terms and Conditions, this Order Form and the delivery of the Goods and/or Services. If different from the Authorised Signatory details listed on page 1 of this Order Form, please provide the names of the Contract Managers associated with this Order Form.

Supplier Call-off Contract Manager Details:	
Supplier Call-off Contract Manager:	
Supplier Call-off Contract Manager contact details:	
Approved Organisation Contract Manager Details:	
Approved Organisation Call-off Contract Manager:	
Approved Organisation Call-off Contract Manager contact details:	

3. Periodic Review

In accordance with Clause 16.1 of the Call-off Terms and Conditions, this Order Form is valid from the **Commencement Date** outlined herein and is valid until the **Expiry Date** (as set out above) as agreed. This Order Form should be reviewed as a minimum once per financial year; however, in lieu of a review during any period specified, the current Call-off Terms and Conditions and Order Form will remain in effect.

4. Requirements

A. Services to be Provided

Please detail the Services, where applicable, that will be provided, where and by when, by the Supplier to the Approved Organisation or include an attachment with full details.

[illegible]

Please detail the Goods to be provided or include an attachment with full details.

Please provide a delivery schedule/Implementation Plan, where applicable, outlining how and when the Goods and/or Services will be provided by the Supplier to the Approved Organisation or include an attachment with full details.

Pursuant to Clause 6.3 of Schedule 2 of the Call-off Contract please set out key personnel required for the supply of Goods and/or the provision of Services.

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Where the Approved Organisation permits sub-contracting of the supply of Goods and/or the provision of Services by Suppliers, the following information is required. If the Supplier Sub-contracts any of its obligations under this Order Form and Call-Off Contract, every act or omission of the Sub-contractor shall for the purposes of this this Order Form and Call-Off Contract be deemed to be the act or omission of the Supplier and the Supplier shall be liable to the Approved Organisation as if such act or omission had been committed or omitted by the Supplier itself.

F. Policies

Please list and provide links to/copies of all policies with which the Supplier is required to comply.

Buyer's security policy
<https://www.gov.uk/government/publications/security-policy-framework>

DATA PROTECTION OFFICER:

Buyer's environmental and social value policy
[Environmental and sustainability policy - GOV.UK \(www.gov.uk\)](#)

[CCS social value policy - GOV.UK \(www.gov.uk\)](#)

[UKHSA Expenses Policy](#)


expenses-policy-v1-1
(2).pdf

G. Leases or Licences

Where applicable, please detail any leases or licences to be provided by either Party to the other.

N/A

H. Special Terms

The Parties hereby acknowledge that Special Terms:

- may only be proposed for inclusion by the Approved Organisation;
- can be applied solely to enhance or augment existing provisions within the Call-off Terms and Conditions; and
- must not substantially alter or vary the Call-off Terms and Conditions, in order for this Order Form and Call-off Contract to remain compliant with the Public Contracts Regulations 2015.

Please insert any applicable Special Terms below.

[Redacted content]

I. Charges

Standard Supplier pricing and rates (the Contract Price) are included within the Commercial Schedule in and represents the maximum that can be charged. Please detail all discounts, volume arrangements or variations in relation to the standard rates. The Contract Price of the Goods and/or Services are to be included below, or detailed as a separated attachment.

Is the Contract Price agreed to be subject to indexation (see Schedule 12 of the Framework Agreement)?

N

Total			£37,020

J. The applicable charging method(s) for this SOW is outcome based, invoicing time worked against progress towards the Services to be Provided as laid out in part 4. Requirements.

Assumptions:

Pricing assumptions as advised below:

- Work Package pricing estimated on monthly invoicing against capped time based on progress completed against the agreed outcomes
- Pricing based on full utilisation of delivery resource in line with indicative days
- Pricing is excluding VAT

K. Confidential Information

Please detail all information relevant to this Order Form and the Call-off Terms and Conditions which either Party considers to be treated as Confidential Information.

Personal details and day rates.

L. Complaints/Escalation Procedure

As per the Framework Agreement, the Supplier shall inform the Authority of all complaints. Please detail the Approved Organisation’s additional requirements regarding complaints.

There are no additional requirements

M. Limit of Liability

Please populate the limit of liability values.

The limits of liability set out in Clause 14.2 of Schedule 2 of the Call-Off Terms and Conditions shall apply.

N. Management Information (MI)

In addition to the management information required by the Authority under the Framework Agreement, the Supplier shall provide to the Approved Organisation the following Management Information at the frequency outlined.

Progress Report Frequency

Weekly Progress report

Progress Meeting Frequency

Regular stand-up briefings, as required, for UKHSA team

Fortnightly stakeholder meeting with Supplier

O. Invoicing

Please detail all specific invoicing requirements here.

The Approved Organisation shall provide the Supplier with a Purchase Order (PO) that includes a reference to the Call-Off Contract and the Framework Agreement to which this Order Form relates.

BACs or alternative payment method as agreed between the Contracting Authority and the Agency.

All invoices must be accompanied by sourced data ie time Sheets and/or receipts from the Supplier including confirmation from the Contracting Authorities Project Manager, that the relevant milestone progress has been made in line with the time worked against the milestones.

Standard 30 days payment terms

P. Exit Requirements

Please include details of any exit requirements with which the Supplier is required to comply.

Knowledge transfer, in the form of a handover interview and update/progress notes
Return of UKHSA IT equipment and building pass.

Q. Termination

Please detail specific termination provisions here.

Persistent failure (to be defined according to the number/and period within which certain failures occur) frequency by the Supplier to meet the agreed service levels as specified within the Order Form may lead to the Contract being terminated or alternative supplier(s) being appointed by the Approved Organisation to maintain levels of service to service users.

Prior to termination the complaints and escalation procedure should be followed to attempt to resolve any issue. Should suitable resolution not be achieved, the Approved Organisation will be allowed to terminate the Call-Off Contract immediately.

6. Other Specific Requirements

Detailed Requirements

Please list all detailed requirements or include an attachment with full details.

BPSS are to be required with costs to be absorbed by the supplier
Please confirm that all resources have BPSS within 4 weeks of their start date
Confirmation of BPSS should be emailed to:

[REDACTED]

We reserve the right to release contractors where we do not receive confirmation of BPSS within 4 weeks of their start date

PLEASE NOTE:

In accordance with Clause 2.5 of Schedule 2 of the Framework Agreement, by no later than five (5) Business Days following the execution of an Order Form by the Approved Organisation and the Supplier, the Supplier shall send a copy of the executed version of the Order Form to the Authority's Contract Manager.

All Goods and/or Services provided by the Supplier without an Approved Organisation's jointly signed Order Form is entirely at the Supplier's risk.

Appendix 1 – Data Protection Protocol

Contract:	PRO 6065/C232456
Date:	22nd January 2024
Description of authorised processing	Details
Identity of Controller and Processor for each category of Personal Data	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation:</p> <p>(a) the Client is the Controller and the Service Provider is the Processor in respect of the following:</p> <ul style="list-style-type: none"> · any processing of the contact details of employees, agents, consultants and contractors of either party engaged in the performance of obligations under the contract; <p>(b) the Client and the Service Provider are independent Controllers for the purposes of the Data Protection Legislation in respect of the following (and in which case the Parties shall comply with their obligations under the Data Protection Legislation):</p> <ul style="list-style-type: none"> · any processing related to the removal of access of any Service Provider personnel to an Affected Property.
Subject matter of the processing	<p>The processing under (a) above is needed in order to ensure that the Parties can effectively perform their obligations under the contract.</p> <p>The processing under (b) above is needed to ensure the safe and effective performance of the contract and to inform any relevant internal employment-related processes of the Service Provider.</p>
Duration of the processing	For the duration of the contract.
Nature and purposes of the processing	The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).
Type of Personal Data	Names, contact details, information held on the client's employment database relating to Data Subjects, including (as relevant) the following special category personal data: health, sexuality, sexual orientation, racial or ethnic origin, political opinions, religious or philosophical beliefs, gender and trade union membership.
Categories of Data Subject	Staff (including agents and temporary workers), consultants, suppliers, contractors and other representatives of the Parties.

Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	All data to be destroyed after the termination or expiry of the contract, except as required pursuant to law, regulation or Supplier's risk and compliance policies.
Locations at which the Supplier and/or its Subcontractors process Personal Data under this Contract	At Supplier's site.
Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach	N/A