

LSRS254/ C178474 C214361 Stakeholder Audit

DPS RM6126 Schedule 6 (Order Form and Order Schedules)

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Order Form

ORDER REFERENCE: **LSRS254 Project C178474 Contract C214361
Stakeholder Audit**

THE BUYER: UK Health Security Agency acting as agents
Secretary of State for Health and Social Care
acting as part of the Crown

BUYER ADDRESS Office: 10 South Colonnade London E14 4PU
Registered: Bellwether Green Limited, 225 West
George Street, Glasgow, G2 2ND

THE SUPPLIER: Savanta Group Ltd

SUPPLIER ADDRESS: 60 Great Portland Street, London, W1W 7RT

REGISTRATION NUMBER: 281352

DUNS NUMBER: 345793058

START DATE: The date on which the last party signs

DPS SUPPLIER REGISTRATION SERVICE ID: SQ-SRAQ748

This Order Form is for the provision of the Deliverables and dated 03/10/23
It's issued under the DPS Contract with the reference number **RM6126 Research and
Insights Contract C214361** for the provision of UKHSA Stakeholder Audit

DPS FILTER CATEGORY(IES):

Subject Area: Central Government, Public health

Research Methods: Regression analysis, Mixed method (qualitative and
quantitative), Online, CATI (computer assisted telephone interview), Co-creation /
co-design, Depth interviews, Workshop, Reputation research, Stakeholder research,
Customer List,

Target Participants: Academics, Civil servants, Emergency Services

Location: England

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ORDER INCORPORATED TERMS

The following documents are incorporated into this Order 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 Order Special Terms and Order Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) **RM6126 Research and Insights**
3. NOT USED
4. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6126 Research and Insights**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors) N/A
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee)
 - Joint Schedule 10 (Rectification Plan)
 - **Joint Schedule 11 (Processing Data) with additional Data security Annex 1B**
 - Joint Schedule 12 (Supply Chain Visibility) N/A
 - Order Schedules for Order reference **LSRS254 Project C178474 Contract C214361 Stakeholder Audit**
 - Order Schedule 1 (Transparency Reports)
 - Order Schedule 2 (Staff Transfer)
 - Order Schedule 3 (Continuous Improvement)
 - Order Schedule 5 (Pricing Details) See Bidder Price and Schedule
 - Order Schedule 7 (Key Supplier Staff) NOT USED
 - Order Schedule 8 (Business Continuity and Disaster Recovery NOT USED
 - Order Schedule 9 (Security)
 - Order Schedule 10 (Exit Management) NOT USED
 - **Order Schedule 14 (Service Levels)**
 - **Order Schedule 15 (Order Contract Management)**
 - Order Schedule 16 (Benchmarking)
 - Order Schedule 18 (Background Checks) N/A
 - **Order Schedule 20 (Order Specification)** as per Tender Specification with revised delivery dates due to delay in contract award
5. CCS Core Terms (DPS version) v1.0.3

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Enhancements Schedule

Additional Services	Additional Cost
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	

Enhancement Schedule - Part B [REDACTED]

The Charges will not be impacted by any change to the DPS Pricing. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Benchmarking using Order Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES
None

PAYMENT METHOD

All invoices must be sent, quoting a valid purchase order number (PO Number) to:
[REDACTED]

Within **14** Working Days of countersignature of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details of your Buyer contact [REDACTED] Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

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If you have a query regarding an outstanding payment please contact our Accounts Payable section by email to:

[REDACTED]

BUYER'S INVOICE ADDRESS:

Accounts Payable

[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

Secondary contact:

[REDACTED]

[REDACTED]

[REDACTED]

For Commercial liaison your contact will be:

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Corporate report: Environmental Policy Published 7 November 2022 available online at: [Environmental policy - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/114444/Environmental-policy-GOV.UK.pdf)

BUYER'S SECURITY POLICY



dhsc-data-protection
-policy.pdf

DHSC Data protection Policy

'Cyber Resilience Policy'; [Cyber resilience - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/114444/Cyber-resilience-GOV.UK.pdf)

Cyber Essentials Scheme; [About Cyber Essentials - NCSC.GOV.UK](https://www.ncsc.gov.uk/about-cyber-essentials)

Information Management Policy; [Information Management Policy - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/114444/Information-Management-Policy-GOV.UK.pdf)

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

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[REDACTED]
Savanta Group Ltd, 60 Great Portland Street, London, W1W 7RT

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

PROGRESS REPORT AND MEETING FREQUENCY

The supplier will provide weekly updates by email and fortnightly online meetings outlining: Progress towards meeting agreed deadlines and producing deliverables, early identification of risks to delivery and mitigating actions. An agenda and a written summary of progress should be sent at least 24 hours in advance of the meetings.

At the end of each annual wave of the project, the supplier will provide an annual review of what worked, what did not work, and lessons learned which will be used to feed into the following year's project design.

KEY STAFF

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Supplier

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

KEY SUBCONTRACTOR(S)

N/A

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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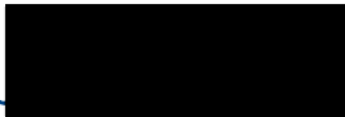






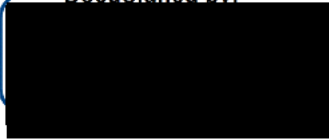






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ADDITIONAL INSURANCES
Not applicable

GUARANTEE
Not applicable

SOCIAL VALUE COMMITMENT
The Supplier agrees, in providing the Deliverables and performing its obligations under the Order Contract, that it will comply with the social value commitments in Order Schedule 4 (Order Tender)

Signed

For and behalf of the Supplier:	For and behalf of the Buyer:
<div>DocuSigned by:       </div>	<div>DocuSigned by:       </div>

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Joint Schedule 11 (Processing Data)

Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Processor Personnel” all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;

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- (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;

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- (d) not transfer Personal Data outside of the UK or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
7. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
8. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made

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under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

- (a) the Controller with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
- (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.

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14. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11.

Independent Controllers of Personal Data

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 8 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and

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- (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;

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- (b) implement any measures necessary to restore the security of any compromised Personal Data;
 - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 27 of this Joint Schedule 11.

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Annex 1 - Processing Personal Data

This Annex 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 Annex shall be with the Relevant Authority at its absolute discretion.

The contact details of the Relevant Authority's Data Protection Officer are:

- 1.1 The contact details of the Supplier's Data Protection Officer are:
- 1.2 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.3 Any such further instructions shall be incorporated into this Annex.

Annex 1A: Schedule of processing

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 16 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> <p>Both UKHSA staff and UKHSA stakeholder contact details that include name, job title, organisation, email address, telephone number. These stakeholders include but are not limited to: Senior members of staff at UKHSA and those who are expert in stakeholder engagement and management within UKHSA; Directors of Public Health and LA public health teams; LA Chief Executives and Directors of relevant services; Environmental health colleagues; NHS commissioners; NHS England leaders; DAs and public health agencies; International partners; DHSC leaders/sponsorship team; Relevant voluntary/community sector; Professional organisations; Academia; Business groups/suppliers that work with UKHSA; Selected industry (pharma, life sciences); Other government departments and ALBs; National agencies such as ADPH, RSPH, FPH; Health think-tanks</p>

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Duration of the Processing	<p>The duration of the contract and any necessary processing post expiry. For instance, for continuing provisions.</p> <p>The dates are approximate as a project timetable has not been agreed yet, but they are currently estimated to be:</p> <p>September 2023 – a small number of UKHSA staff details will be shared with the Supplier so they can conduct scoping interviews with senior staff</p> <p>Late October/Early November 2023 – UKHSA external stakeholder details shared with the Supplier so it can start contacting stakeholders to take part in the research</p> <p>November 2023 to March 2024 – During fieldwork, stakeholder details may be updated by the Supplier and any amends will be transferred back to UKHSA so that its own records are corrected</p> <p>April 2024 – Once the final research outputs have been delivered and all updated/corrected contact details will be transferred back to UKHSA, the Supplier will delete the contact data and provide us with proof of disposal.</p> <p>The actual research data (which does not comprise personal data) will be kept for a year to satisfy market research audit cycles (they are annual).</p>
Nature and purposes of the Processing	<p>The personal data will be processed by the Supplier in order to effectively deliver important research tasks set out in the Contract to provide a stakeholder audit on an annual basis.</p> <p>UKHSA will transfer details of specific UKHSA staff and key UKHSA stakeholders as described, which will be used to invite individuals to take part in the research. The personal data will be stored in secure systems, some records will be altered if details are incorrect and transmitted back to UKHSA to allow it to update its own records. The Supplier will destroy the personal data after the final research outputs have been delivered.</p>
Type of Personal Data	<p>Name</p> <p>Job title</p> <p>Organisation</p> <p>Email address</p>

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	<p>Phone number</p> <p>Where relevant, name of personal assistant or private office.</p>
Categories of Data Subject	<p>Senior UKHSA staff who will shape the research audit and will be using the findings as listed above</p> <p>DHSC employees and civil servants from other Government Departments who work closely with UKHSA.</p> <p>Wider health and social care staff plus officers from the NHS and local authorities who work closely with UKHSA</p> <p>Other external stakeholders and delivery partners such as scientists, academics, the voluntary/third sector, opinion formers, private sector customers and contractors.</p>
Subprocessors	<p>The Parties acknowledge and agree that there is no subprocessing of personal data under the Contract.</p>
International transfers and legal gateway	<p>The Parties acknowledge and agree that no personal data is being processed outside of the UK under the Contract.</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 Supplier will retain the personal data until the final research outputs are delivered and for a period that is reasonably necessary as there may be a need to go back to data subjects to clarify points and around anonymity of case studies.</p> <p>The Supplier will destroy the personal data after the final deliverables have been received but not before they have transferred any personal data that needs amending on UKHSA records.</p>

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Annex 1B: Security

Added in accordance with PPN 03/22: [PPN 03/22 – Updated guidance on data protection legislation - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/ppn-03-22-updated-guidance-on-data-protection-legislation) This supplements Schedule 9 which relates to general security requirements.(Corrinne Oldknow UKHSA Legal)

External Certifications The Supplier shall hold at least Cyber Essentials Plus certification (or an equivalent) and ISO 27001:2013 certification.

Risk Assessment The Supplier shall perform a technical information risk assessment on the Services supplied and be able to demonstrate what controls are in place to address those risks.

Security Classification of Information The Supplier shall implement such additional measures as agreed with the Buyer from time to time in order to ensure that information classified as OFFICIAL, OFFICIAL-SENSITIVE and/or Personal Data is safeguarded in accordance with the applicable legislative and regulatory obligations.

End User Devices

The Supplier shall ensure that any Buyer Personal Data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Buyer except where the Buyer has given its prior written consent to an alternative arrangement.

The Supplier shall ensure that any device which is used to Process Buyer Personal Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security>

Testing The Supplier shall at its own cost and expense, procure a CHECK or CREST Certified Supplier to perform an ITHC or Penetration Test prior to any live Buyer Personal Data being transferred into its systems. The ITHC scope must be agreed with the Buyer to ensure it covers all the relevant parts of the system that processes, stores or hosts Buyer Personal Data.

Networking The Supplier shall ensure that any Buyer Personal Data which it causes to be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

Personnel Security All Processor Personnel shall be subject to a pre-employment check before they may participate in the provision and or management of the Deliverables. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard or equivalent including: verification of the individual's

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identity; verification of the individual's nationality and immigration status; and, verification of the individual's employment history; verification of the individual's criminal record. The Supplier may be required to implement additional security vetting for some roles.

Identity, Authentication and Access Control The Supplier must operate an appropriate access control regime to ensure that users and administrators of the Deliverables are uniquely identified. The Supplier must retain records of access to the physical sites and to the Deliverables.

Data Destruction/Deletion The Supplier must be able to demonstrate it can supply a copy of all Buyer Personal Data on request or at termination or expiry of the Contract, and must be able to securely erase or destroy all data and media that the Buyer Personal Data has been stored and processed on.

Audit and Protective Monitoring The Supplier shall collect audit records which relate to security events in delivery of the service or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the service, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of Buyer Personal Data. The retention periods for audit records and event logs must be agreed with the Buyer and documented.

Vulnerabilities and Corrective Action The Supplier shall procure and implement security patches to vulnerabilities in accordance with the timescales specified in the NCSC Cloud Security Principle 5.

The Supplier must ensure that all COTS Software and Third Party COTS Software be kept up to date such that all Supplier COTS Software and Third Party COTS Software are always in mainstream support.

Secure Architecture The Supplier shall design the service in accordance with:

- NCSC "[Secure design principles - NCSC.GOV.UK](https://www.ncsc.gov.uk/secure-design-principles)"
- NCSC "[Protecting bulk personal data - NCSC.GOV.UK](https://www.ncsc.gov.uk/protecting-bulk-personal-data)"
- NSCS " [The cloud security principles - NCSC.GOV.UK](https://www.ncsc.gov.uk/the-cloud-security-principles)"

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Annex 2 - Joint Controller Agreement NOT USED

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1. Order Schedule 14 (Service Levels)

Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

- | | | |
|--|-----------|--|
| | 2. | |
| "Critical Service Level Failure" | 3. | has the meaning given to it in the Order Form; |
| "Service Credits" | 4. | any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels; |
| "Service Credit Cap" | 5. | has the meaning given to it in the Order Form; |
| "Service Level Failure" | 6. | means a failure to meet the Service Level Performance Measure in respect of a Service Level; |
| "Service Level Performance Measure" | 7. | shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and |
| "Service Level Threshold" | 8. | shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule. |

What happens if you don't meet the Service Levels

The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.

The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.

The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.

A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:

- the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
- the Service Level Failure:

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exceeds the relevant Service Level Threshold;

has arisen due to a Prohibited Act or wilful Default by the Supplier;

results in the corruption or loss of any Government Data; and/or

results in the Buyer being required to make a compensation payment to one or more third parties; and/or

- the Buyer is otherwise entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).

Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:

- the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
- the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
- there is no change to the Service Credit Cap.

Critical Service Level Failure

On the occurrence of a Critical Service Level Failure:

any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and

the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),

provided that the operation of this paragraph **Error! Reference source not found.** shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

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Part A: Service Levels and Service Credits**1. Service Levels**

If the level of performance of the Supplier:

is likely to or fails to meet any Service Level Performance Measure; or

is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

- 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
- 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- 1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

Service Credits



The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.

Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule. However where payment has been made by the buyer Service credits will roll over to the next financial year or the supplier will be invoiced for a rebate.

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Annex A to Part A: Services Levels and Service Credits Table

Service Levels				
Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Service Credit for each Service Period
Project deliverables	Supplier must meet agreed milestones for delivery of <ul style="list-style-type: none"> - Interim findings and debrief - Draft report - Final report (Dates amended from Statement of requirement due to delay in contract award)	100%	Within 1 week of agreed date, where delay is not attributable to the buyer	
Annual review	The Supplier must provide an annual review of what worked, what did not work, and lessons learned at the end of each annual wave of the project	100%	Within 6 weeks after the final report is signed off by UKHSA, where delay is not attributable to the buyer	

The Service Credits shall be calculated on the basis of the following formula:

Formula: $x\%$ (Service Level Performance Measure) - $x\%$ (actual Service Level performance) = $x\%$ of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer

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Worked example: 98% (e.g. Service Level Performance Measure requirement for accurate and timely billing Service Level) - 75% (e.g. actual performance achieved against this Service Level in a Service Period)	=	23% of the Charges payable to the Buyer as Service Credits to be deducted from the next Invoice payable by the Buyer]
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Part B: Performance Monitoring**2. Performance Monitoring and Performance Review**

Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph **Error! Reference source not found.** of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

- for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
- a summary of all failures to achieve Service Levels that occurred during that Service Period;
- details of any Critical Service Level Failures;
- for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
- the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
- such other details as the Buyer may reasonably require from time to time.

The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:

- take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
- be attended by the Supplier's Representative and the Buyer's Representative; and
- be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.

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The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

Satisfaction Surveys

The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

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Order Schedule 15 (Order Contract Management)

1. DEFINITIONS

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

"Operational Board"	the board established in accordance with paragraph 2.1 of this Schedule;
"Project Manager"	the manager appointed in accordance with paragraph 2.1 of this Schedule;

2. PROJECT MANAGEMENT

2.1 The Supplier and the Buyer shall each appoint a Project Manager for the purposes of this Contract through whom the provision of the Services and the Deliverables shall be managed day-to-day.

2.2 The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

2.3 Without prejudice to paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Contract Manager

3.1 The Supplier's Contract Manager shall be:

- 3.1.1 the primary point of contact to receive communication from the Buyer and will also be the person primarily responsible for providing information to the Buyer;**
- 3.1.2 able to delegate his position to another person at the Supplier but must inform the Buyer before proceeding with the delegation and it will be the delegated person's responsibility to fulfil the Contract Manager's responsibilities and obligations;**
- 3.1.3 able to cancel any delegation and recommence the position himself; and**
- 3.1.4 replaced only after the Buyer has received notification of the proposed change.**

3.2 The Buyer may provide revised instructions to the Supplier's Contract Manager in regards to the Contract and it will be the Supplier's Contract

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Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.

- 3.3 Receipt of communication from the Supplier's Contract Manager by the Buyer does not absolve the Supplier from its responsibilities, obligations or liabilities under the Contract.

4. ROLE OF THE OPERATIONAL BOARD

- 4.1 The Operational Board shall be established by the Buyer for the purposes of this Contract on which the Supplier and the Buyer shall be represented.
- 4.2 The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in the Order Form.
- 4.3 In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Buyer board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
- 4.4 Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.
- 4.5 The purpose of the Operational Board meetings will be to review the Supplier's performance under this Contract. The agenda for each meeting shall be set by the Buyer and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

- 5.1 Both Parties shall pro-actively manage risks attributed to them under the terms of this Order Contract.
- 5.2 The Supplier shall develop, operate, maintain and amend, as agreed with the Buyer, processes for:

5.2.1 the identification and management of risks;

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- 5.2.2 the identification and management of issues; and
- 5.2.3 monitoring and controlling project plans.
- 5.3 The Supplier allows the Buyer to inspect at any time within working hours the accounts and records which the Supplier is required to keep.
- 5.4 The Supplier will maintain a risk register of the risks relating to the Order Contract which the Buyer and the Supplier have identified.

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Annex: Contract Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

The supplier will provide weekly updates by email and fortnightly online meetings outlining: Progress towards meeting agreed deadlines and producing deliverables, early identification of risks to delivery and mitigating actions.

An agenda and a written summary of progress should be sent at least 24 hours in advance of the meetings.

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Order Schedule 20 (Order Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Order Contract

Specification as published in tender pack and revised delivery dates agreed after intension to award notification.

1. PURPOSE

UKHSA requires an agency to work with us in partnership to carry out a programme of research, both qualitative and quantitative, among our key external stakeholders.

We wish to develop a long-term relationship with a supplier who will take a genuine interest in the work of UKHSA and help us to engage with our external stakeholders around our mutual priorities and goals. Specifically, the project will:

- Form part our work to build UKHSA's reputation as we are a relatively new Government agency with little quantifiable or structured stakeholder perceptions feedback
- Feed into achieving our strategic outcomes, with the 2023 wave of the research providing a baseline from which we can benchmark future progress around stakeholder engagement and collaboration, which are critical to delivering in partnership.

The ambition is to run the audit annually over a number of years, allowing us to obtain a regular understanding of our relationships with our stakeholders. The proposed contract is for up to 6 years, a 1-year initial term plus potentially 5 annual extensions dependant on performance, requirement and internal annual budget approval.

2. BACKGROUND TO THE CONTRACTING authority

UKHSA is an executive agency, sponsored by the Department of Health and Social Care. It is responsible for protecting every member of every community from the impact of infectious diseases, chemical, biological, radiological and nuclear incidents and other health threats. It has intellectual, scientific, and operational leadership at national and local level (across England), as well as on the global stage, to make the nation heath secure.

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The UKHSA which officially came into being on 1 April 2021¹ brought together three legacy organisations: NHS Test and Trace, the Joint Biosecurity Agency and Public Health England under the wider remit summarised in the link given below:

[UKHSA Advisory Board: strategy update - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/organisations/uk-health-security-agency)

More information about the UKHSA can be found here: www.gov.uk/government/organisations/uk-health-security-agency and in this remit letter: <https://www.gov.uk/government/publications/ukhsa-priorities-in-2022-to-2023/letter-from-maggie-throup-to-professor-dame-jenny-harries-ukhsa-chief-executive>

3. Background and scope of requirement

As we come out of responding to the COVID-19 pandemic and focus on a wider set of priorities as stated in our published draft Strategy, it is an excellent time to conduct a stakeholder audit in order to understand how we are engaging with stakeholders, what their relationships with UKHSA are like and how we can align interests. This understanding is critically important as much of our work must be delivered in partnership and in collaboration with others. Without this, we cannot successfully achieve our strategic priorities.

While we have not conducted a stakeholder survey as the new agency, a small amount of qualitative insights were gathered pre-UKHSA launch consisting of 1:1 interviews with influential leaders and we ran some group engagement sessions focusing on what stakeholders wanted to see from a new health security focused agency.

Following the establishment of UKHSA, but prior to our operational launch in Autumn 2021, a further piece of research was conducted with stakeholders to understand their perceptions of the UKHSA brand, using available information on our mission and visual identity as stimulus.

¹ [Work begins for UK Health Security Agency to protect the nation - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/news/work-begins-for-uk-health-security-agency-to-protect-the-nation)

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Whilst this activity provided valuable insights to inform our establishment, UKHSA has been operating nearly 18 months and we need to understand perceptions of our effectiveness/how we have engaged with stakeholders to deliver a wide range of work beyond pandemic response and preparedness and whether they understand/value our broader remit.

A predecessor organisation, PHE, had previously conducted stakeholder benchmarking studies between 2013 and 2018 which might provide some useful context, but it is expected that this new stakeholder audit for UKHSA will entail approaching a different set of stakeholders reflecting a new set of responsibilities in a new era for the public health system.

To review the last stakeholder audit for PHE conducted in 2018/19 please go to: [PHE stakeholder research: 2018 to 2019 - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/research-and-insights/stakeholder-research-2018-to-2019).

Please note, we are conducting our own regular monitoring of public opinion on UKHSA through our public perceptions tracker study and will be able to share this contextual insight with the successful research agency tendering for the stakeholder audit. This brief does not cover services for public perceptions research.

We require an agency to work with us in partnership to carry out this programme of research. We wish to develop a long-term relationship with a supplier who will take a genuine interest in the work of UKHSA and help us to engage with our external stakeholders around our mutual priorities and goals. We feel this will help create insights from the research that are grounded in a knowledge of how the organisation works and the environment we operate in.

4. The requirement

4.1 Research Objectives

The research will form an audit conducted among our key stakeholders to understand how they perceive the organisation, our remit and to assess the

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strength of working relationships. Specifically, we wish to understand and measure:

- **Awareness of and favourability towards the UKHSA's remit** - what understanding do stakeholders have of UKHSA's objectives and priorities at this stage of our development? How do our priorities align with their own? And where would they like to see greater collaboration and information sharing?
- **Working relationships** - How do stakeholders find working and communicating with UKHSA?
- **Stakeholder expectations** - How well is UKHSA meeting stakeholders' expectations and what are their expectations going forward?
- **What impact UKHSA is having** - in which areas stakeholders would like to see UKHSA having a greater impact?
- **Areas for improvement** - How can UKHSA improve on what we do and how we work with stakeholders?

4.2 Target participant groups

As a public organisation we have a responsibility to reach out to our various stakeholders to involve them in service development and delivery. Consequently, we need to ensure that we can provide our stakeholders with the services they need and in ways that suits them best.

There is a primary and a secondary target group to consider for this research project. The primary participant group is external stakeholders invited to take part in the audit. The external stakeholder sample will include a wide range of individuals including health professionals, scientists, academics and officers from the NHS and local authorities, the voluntary/third sector, civil servants from Government Departments, opinion formers, private sector customers and contractors.

During the planning stage, the successful agency will work with the core UKHSA team and the UKHSA Strategic Engagement Team to determine which groups to prioritise and who exactly within each group should be sampled. The types of stakeholders may include contacts covering:

- Directors of Public Health and LA public health teams
- LA Chief Executives and Directors of relevant services
- Environmental health colleagues
- NHS commissioners
- NHS England leaders
- DAs and public health agencies

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- International partners
- DHSC leaders/sponsorship team
- Relevant voluntary/community sector
- Professional organisations
- Academia
- Business groups/suppliers that work with UKHSA
- Selected industry (pharma, life sciences)
- Other government departments and ALBs
- National agencies such as ADPH, RSPH, FPH
- Health think-tanks.

UKHSA will provide a contact list to the successful research agency. This list should contain between 700-1000 email addresses and phone numbers of key stakeholder contacts who can meaningfully comment on UKHSA's work and priorities. In the first instance, UKHSA would send an email to all stakeholders to inform them of the research, introduce the research partner and to offer the opportunity to opt out of the exercise.

The secondary group involved consists of some key internal stakeholders such as:

- Members of our leadership team (Exco): [UKHSA Senior Leadership \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)
- The chair of our advisory board: [Our governance - UK Health Security Agency - GOV.UK \(www.gov.uk\)](https://www.gov.uk).
- Members of strategic engagement team
- Staff who know about the different relationships and collaborative working across the organisation such as those working in Health Protection Operations and Regional Units.

We would want to include a light-touch scoping stage with some of the above which would help shape the primary research among our external stakeholders. Again, UKHSA would be able to provide contact details of suitable internal stakeholders for scoping work and we would be happy to assist with organising access to them such as booking in slots into their diaries, and we are open to conducting some of the data collection if that is appropriate and pragmatic.

As the audit is to be conducted among busy key stakeholders, we will be putting some weight on the agency team having the skills and standing to engage

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successfully with them during the scoping/planning stage and during the primary research stage – please refer to the evaluation criteria at the end.

Additionally, we fully expect the successful bidder to ensure all contact data will be transferred and stored securely such as through an FTP site and handled and stored in accordance with UK data protection laws.

4.3 Suggested approach and analysis

We would expect the supplier to offer a combination of quantitative and qualitative research techniques to help us understand better how our key external stakeholders perceive the organisation, our remit, and the strength of working relationships. However, it is paramount that we do not cut corners on establishing a good quantitative baseline because we want to incorporate qualitative elements.

Similarly, in an ideal world, we would like to tenderers to build in a scoping or immersion stage with a small number of internal stakeholders designed to shape the baseline audit. Specifically, we would want to understand what our leadership would like to hear from the audit and what would be most impactful for them. And by doing some interviews with staff who know about the different relationships and collaborative working across the organisation, we would be able to tailor the research tools better, ensuring that they will work for future waves. However, this may need to be light touch if we want to focus resources on obtaining a good quantitative baseline. We do not have a fixed vision of how this scoping stage should look, what form it should take or how big it should be and are open to suggestions.

In terms of the survey stage, the quantitative data would be used to create a baseline and it would be against this that UKHSA would benchmark progress. We previously used primarily an online survey approach and the last PHE surveys was timed at about 12 minutes long. It also included several very useful open-ended questions which allowed stakeholders to say in their own words what they wanted from their relationship with us, and we would want to retain that option so we can contextualize the survey responses of different groups and bring the research alive with quotes and qualitative visualizations such as graphic timelines, mind and heat maps.

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Open text questions aside, we would like to include a qualitative element commensurate with our budget and timescales, either feeding into the survey or following the survey to explore issues raised but in more detail. It would be useful for us to hear what you recommend in terms of the sequencing and the size of the qualitative element. Ultimately, this element should provide a more detailed understanding of the different types of relationships stakeholders want, how to strengthen stakeholder relationships and engagement with UKHSA. The approach taken for the last PHE stakeholder audit conducted in 2018/19 involved around 30 depth interviews with external stakeholders. We are not wedded to this number or approach but crucially, we need to make sure that the new approach includes different types of relationship and stakeholders we have not covered before.

4.4 Outputs

Ideally, we would like a **debrief** recommending how we develop the primary research following the initial scoping/immersive phase among UKHSA internal stakeholders. But this does not have to be a formal written report and can be made verbally or in memo form.

During the primary research data collection phase, we would ideally like to be involved in any story-boarding sessions you will be conducting as this will lead to more focused report-writing, less drafting and would help to ensure delivery happens in time for business planning in early 2024. Again, please indicate if there are additional costs for us to be involved in **analysis or story boarding sessions**.

As this will be our baseline study, we will want to be able to analyse the data in a way that we can see how we engage with our stakeholders both at an overall level and in key categories (which are to be agreed with the Stakeholder Engagement Team). This would allow us to then tailor responses and future engagement more meaningfully. One way to cut and analyse the data might be to categorise stakeholders into categories like National and Cross Government, local government, NHS, industry partners, academic partners, charity community and under-represented groups and operational business. This is yet to be confirmed but we would expect to see **cross-tabulations of the survey data** with significance testing that enables some analysis by group as well as analysis by other key variables such as stakeholders' priorities and areas of interest (e.g., public health). Furthermore, we would like to have access to the **verbatim comments** from any open-ended questions included in the survey element.

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We would also be interested to see what factors might drive positive sentiment towards the UKHSA and what drives negative sentiment and welcome any suggestions for simple but effective **analysis that could take us beyond descriptive cross tabulations** and please indicate as to whether there is an additional cost for this.

We require a **research report with an executive summary** which can be produced and read as a standalone document – the format of which would be determined by what you recommend as most impactful. In addition, we require **a debrief** to UKHSA using a PowerPoint deck that we can reuse for other presentations.

Please note, while previous stakeholder audits have been published on GOV.UK, we have not made plans to publish the findings of this baseline audit or to disseminate widely beyond key stakeholders within UKHSA. However, we will want to feedback to our external stakeholders what key learning we have taken from the audit and how the learnings will be incorporated in future engagement with them.

4.5 Creating a sustainable partnership that adds value

In your response, we will be looking for evidence of how your agency will show commitment to developing a relationship with UKHSA, with an active interest and enthusiasm in addressing the challenges faced by the Agency. For instance, we will examine how you propose learning about how the UKHSA engages with and delivers in collaboration with its external stakeholders within the core requirements. Beyond the core requirements, we would expect to see enhancements that move us towards alignment in terms what we can learn from each other's expertise and to build benefits for each other that go beyond the short-term goal of delivering each annual audit.

We will be putting some weight on looking at how agencies propose adding value to the research, for instance, the tangible ways they will put the audit findings into context of other stakeholder research and through an appreciation of how public health and health security systems work. Beyond the core requirements, we would expect to see enhancements that move us from understanding to translating insights into action and improvement.

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Furthermore, we require a team capable of delivering high quality reporting in a way that is engaging to our senior leadership and non-research audiences and will be looking with interest at how you might use the enhancement options to go beyond the core requirements to ensure the findings have added impact. This could be in the way the insights are communicated or delivered, or perhaps how the data is analysed and the level of nuance possible – say by increasing the range of qualitative interviews.

4.6 Timing

Activity	Date
Appointment of supplier	End of August 2023
Project commencement and planning	Beginning September 2023
Scoping and design stage	October 2023
Fieldwork	November - December 2023
Analysis	January 2024
Draft report and debrief to inform 2024/25 business planning	February 2024
Final report	March 2024

We are open to an alternative schedule but a debrief and key findings must be delivered in February 2024 to feed into business planning

4.7 Budget

The intention is to run the research annually, allowing us to obtain a regular understanding of our relationships with our stakeholders.

- The budget is currently £60,000 (excl. VAT) each year for core deliverables outlined in this requirements document. A further budget of £10,000 or £20,000 would be considered for optional enhancements where these were judged to be providing additional value and additional budget was available. Please outline clearly what optional enhancements you would deliver for each additional price bracket and what value or insight they add to the core deliverables. These are for research tasks or outputs which are not core but would, for example, help to create stronger impact with the insights.

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- The maximum contract value of £480,000 (excl. VAT) is therefore not a commitment and assumes contributions from departments other than Strategic Communications yet to be secured, it has been calculated to allow for maximum annual spend
- The proposed contract maximum term is up to 6 years, a 1-year initial term plus potentially 5 annual extensions (1+1+1+1+1+1)
- The contract will be re-let if required, when the maximum term or spend is approaching, whichever is the sooner.

4.8 Form of proposal

Your proposal should address the following:

1. Your ability to deliver a stakeholder audit that delivers in the first year, a robust baseline. Please demonstrate the relevance and quality of the proposed approach for a budget of £60,000 (ex VAT) including details of the chosen method, your rationale for choosing it, suggested analysis and client involvement in storyboarding and outputs. Also outline what optional enhancements could be provided if additional budget made available for £10,000 or £20,000 (ex VAT), clearly identifying what would be available in each price bracket. These enhancements are not mean to deliver what is in the core requirement but to add value to them.
2. Details of the personnel to be involved including their role in relation to this project, their relevant experience working on similar projects, demonstration of their profile and standing among key external stakeholders and their skills to work with UKHSA staff to develop the Stakeholder Audit research. Project team CVs can be included as an appendix.
3. Details of how you plan to engender and then continue to demonstrate a genuine commitment to understanding and supporting the UKHSA, including a willingness to learn about the challenges we face in engaging with and delivering in collaboration with a wide range of external stakeholders.
4. Address how you will retain a team over the length of the programme and maintain a good quality of relationship and output. Provide details of practices and processes you will put in place to ensure that there is minimal loss in continuity in how the programme is managed wave-on-wave.
5. Evidence that you have a breadth and depth of understanding of stakeholder research conducted in the public sector/on behalf of central government departments and/or agencies, and how that can be applied to this project. How would you contextualise the baseline data against other similar work

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you have done? Please provide 2 relevant case studies as an appendix.

6. Your ability to communicate insights effectively on a number of fronts such as the ability to take survey feedback and integrate with qualitative findings to build our understanding of our relationships with a variety of stakeholders.
7. Include details of how you propose to share information with us as clients and bring our stakeholder audit to life, in a compelling way for audiences with non-research backgrounds. Please provide examples of impactful outputs.
8. Demonstrate your ability to deliver this project/work to a high standard and in a timely fashion through good planning, ensuring compliance with all necessary requirements, such as data protection laws and industry standards, plus proactive and regular contact with the UKHSA day-to-day lead throughout the contract and her internal clients in Strategic Comms and External Affairs.
9. The 'How to bid' document incorporated in the Bid Pack will provide further details or the themes your proposal should address and the marking scheme that will be used to score proposal responses.

5. continuous improvement

- 5.1 The Supplier shall maintain open channels of communication with the Authority to resolve issues, share lessons learned and present new ways of working during the DPS Agreement review meetings. Any proposed new ways of delivering the Services shall be brought to the Authority's attention and formally agreed prior to any changes being implemented.
- 5.2 Specifically, the Supplier will develop a good working relationship with the Insight Lead, Lee Chan, who will manage the contract on behalf of Strategic Communications on a day-to-day basis. There will also be a small team of people drawn from Strategic Comms and Public Affairs whose needs are to be met and who will need to be involved in sign off at key milestones. They are:
 - Sam Spindlow - Head of Strategic Communications
 - Lisa Bullock - Head of External Affairs
 - Anna Flannagan - Strategic Comms Senior Manager

6. Social Value and Sustainability

- 6.1 Social value and sustainability requirements will be evaluated as part of this procurement, in accordance with [PPN 06/20](#).

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- 6.2** Tenderers will be asked to provide detail of how you plan to create social value or reduce environmental impact over the life of this contract. For further information about social value please refer to [PPN 06 20 Taking Account of Social Value in the Award of Central Government Contracts \(3\)](https://publishing.service.gov.uk/government/publications/ppn-06-20-taking-account-of-social-value-in-the-award-of-central-government-contracts-3) (publishing.service.gov.uk)
- 6.3** The 'How to bid' document incorporated in the Bid Pack will provide a further details and the marking scheme that will be used to score Social Value response.

7. PRICE

- 7.1** Prices should exclude VAT and include all other expenses relating to Contract delivery.
- 7.2** The 'How to bid' document provided in the Bid Pack provides details of how to submit your bid price and the marking schemes that will be used to score commercial bid responses.

8. STAFF AND CUSTOMER SERVICE

- 8.1** The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.
- 8.2** The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 8.3** The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.
- 8.4** The provider shall communicate all changes to the key personnel throughout the Term.
- 8.5** The successful agency will be treated as a business partner, with an active interest in addressing the challenges faced by the UKHSA's strategic communications team, given this contract could run up to 6 years.
- 8.6** You will be expected to demonstrate a pro-active interest in the UKHSA's strategy, and the tender will need to outline how the agency will demonstrate this and add value based on their wider client experience, over and above the conducting of the core research programme.

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9. service levels and performance

- 9.1 The supplier will provide a named member of staff of sufficient seniority who will be the key day-to-day contact
- 9.2 The supplier will give advance notice of a month for any changes to the day-to-day contact in order ensure arrangements can be made for smooth handover
- 9.3 The supplier will provide weekly updates by email and fortnightly online meetings outlining: Progress towards meeting agreed deadlines and producing deliverables, early identification of risks to delivery and mitigating actions. An agenda and a written summary of progress should be sent at least 24 hours in advance of the meetings.
- 9.4 The supplier shall take no more than 24 hours to respond to contract and project queries from UKHSA.
- 9.5 The supplier will meet agreed milestones for key deliverables as per the outputs section in this requirements document. It is important that the research debrief takes place in February 2024, in time for business planning. Please refer to the section on outputs and timings for more details.
- 9.6 At the end of each annual wave of the project, the supplier will provide an annual review of what worked, what did not work, and lessons learned which will be used to feed into the following year's project design.

10. Security and CONFIDENTIALITY requirements

- 10.1 The supplier must have in place data security policies and procedures to ensure that data management systems and processes comply with GDPR. Their staff would be expected to comply with security clearance requirements to gain site access.

11. payment AND INVOICING

- 11.1 The Supplier shall issue invoices against the agreed deliverables, outlined below. Payments will be made in three instalments. The proposed payment schedule according to deliverables are outlined below. Payments will be signed off following a deliverables meeting and approval of the project lead.
- 11.2 The Authority or UKHSA shall pay the Supplier within thirty (30) Working Days of receipt of a Valid Invoice, submitted in accordance with this paragraph

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- 11.3 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

Proposed date	Activity	Payment
31 st September 2023	Project plan approval	30%
31 st December 2023	Completion of field work activities	40%
31 st March 2024	Final Report – Full Findings	30%

- 11.4 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

- 11.5 Invoices should be submitted to: payables@ukhsa.gov.uk and to support receipting please cc lee.chan@ukhsa.gov.uk and sam.spindlow@ukhsa.gov.uk

- 11.6 No invoice will be accepted without a valid Purchase Order reference.

12. Contract management

- 12.1 It is expected that the successful provider will appoint a named, suitably qualified individual who will be the main point of contact with UKHSA and will keep UKHSA fully briefed and involved in agreeing the details of the work.
- 12.2 The UKHSA day-to-day contact for this work will be Lee Chan, Insight Lead. She will be acting on behalf of technical leads and project sponsors Sam Spindlow, Anna Flannagan and Lisa Bullock.

13. location

- 13.1 It is assumed that all interactions with the client will take the form of calls, via MS Teams and emails as we operate flexible working at UKHSA.
- 13.2 The successful supplier is to be expected to meet with UKHSA in-person at our offices in Canary Wharf or at the supplier London-based offices for the project initiation, after the scoping stage and for the final debrief at the end point of the project.
- 13.3 The successful supplier is also expected to facilitate sessions such as for key analysis workshops and these may be in-person at our offices in Canary Wharf or at the supplier London-based offices depending on the associated costs.

