



Crown
Commercial
Service

G-Cloud 13 Call-Off Contract

Part A: Order Form

Platform service ID number	792047852109677
Call-Off Contract reference	C168772
Call-Off Contract title	UK Health Security – Employee Experience Phase 2
Call-Off Contract description	To establish an authentic Employee Value Proposition (EVP) that delivers on the remit of UKHSA and supports the attraction and retention of the current and future workforce.
Start date	2 nd May 2023
Expiry date	7 th July 2023
Call-Off Contract value	£170,000 (excluding VAT & Expenses)
Charging method	Fixed Price Contract

Purchase order number	To be provided by Health Security Agency. This will be generated post Contract signature
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This Order Form is issued under the G-Cloud 13 Framework Agreement (RM1557.13).

Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order.

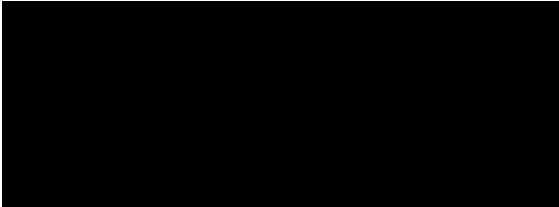
The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Services offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

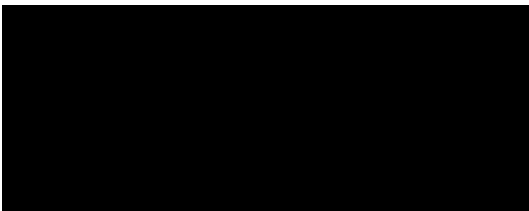
From the Buyer	UK United Kingdom Health Security Agency, Noble House, 17 Smith Square, London, SW1P 3HX
To the Supplier	Lace Partners Limited 82 St John Street, London, EC1M 4JN United Kingdom Company number: 09308880
Together the 'Parties'	

Principal contact details

For the Buyer:



For the Supplier:



Call-Off Contract term

Start date	This Call-Off Contract Starts on 2nd May 2023 and is valid up until 7th July 2023 unless extended by The Buyer
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 10 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 5 days from the date of written notice for Ending without cause (as per clause 18.1).</p>

Extension period	<p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier 2 weeks written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p>https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</p>
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Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

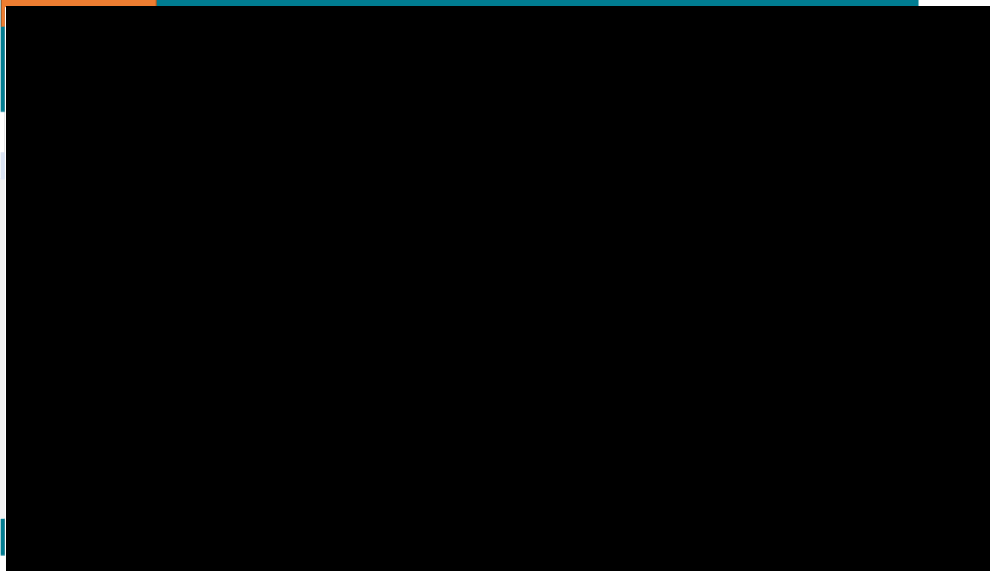
G-Cloud Lot	<p>This Call-Off Contract is for the provision of Services Under:</p> <ul style="list-style-type: none"> Lot 3: Ongoing support
G-Cloud Services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:</p> <p>UKHSA needs to be able to attract and retain the right skills and expertise to enable you to deliver your remit, both in the immediate term as you build the organisation and in the future.</p> <p>UKHSA has asked LACE Partners to develop an Employee Value Proposition (EVP) that will help enable it to attract and retain talent as well as an employee experience across the whole employee lifecycle that delivers on the promises made in the EVP.</p> <p>The project is split into two phases; Phase 1: Insights & Ambition and Phase 2: Blueprint & Roadmap. Phase 1 has been successfully delivered and this statement of work outlines the approach and cost to complete Phase 2.</p> <p>Phase 2 will focus on:</p>

The design & development of the Employee Value Proposition (EVP), Employee Experience Blueprint & a multi-year roadmap & value case to inform investment decisions.

Commencement date: 2nd May

Completion date: 7th July

The approach & outputs of phase 2 will be as follows:



[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]

The Supplier will assign the named resources outlined below to deliver the project over the 10 week duration:

Role	Level	Name	Description	Days Effort
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	<table><tr><td>Client</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Client																													
Client																															
Additional Services	None																														
Location	The Services will be delivered to UKHSA or other suitable premises. Supplier Staff shall work from locations as determined by the Supplier (which may include Supplier Staff home locations).																														
Quality Standards	The quality standards required for this Call-Off Contract are N/A																														
Technical Standards:	In accordance with the call-off terms and conditions																														
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are found in Service Definition: 792047852109677-service-definition-document-2022-05-17-1650.odt (live.com)																														
Onboarding	The onboarding plan for this Call-off contract is found on the service description and definition:																														

	792047852109677-service-definition-document-2022-05-17-1650.odt (live.com)
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Offboarding	The Supplier will work with the Buyer to assist with the handover of ongoing work within a reasonable period. The Supplier will also work with the Buyer to impart knowledge and expertise prior to offboarding
Collaboration agreement	Not used

Limit on Parties' liability	<p>Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed £1,000,000 per year. Neither party shall be liable for indirect, special or consequential losses.</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data will not exceed £1,000,000 or [250%] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed the greater of £100,000 of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater). Neither party shall be liable for indirect, special or consequential losses.</p>
Insurance	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none">• Following the expiration or Ending of this Call-Off Contract• professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)}• employers' liability insurance with a minimum limit of £1,000,000 or any higher minimum limit required by Law

Buyer's responsibilities

The Buyer is responsible for

- Provide daily management, control and direction of Supplier Staff.
- Providing reasonable assistance to the Supplier to provide access to data and tooling necessary in the performance of the Contract.
- Provide all software, licensing, equipment, infrastructure, remote access to systems, security controls, documentation and environments as necessary to enable the Supplier to provide the Services and to ensure that the Buyer has in place all supporting consents, approvals and permissions.
- Act as Data Controller and obtain appropriate and required consent to all Personal Data in respect of which the Buyer will provide access to Supplier Staff.
- Not grant access to or provide any Personal Data to
- Supplier Staff other than on Buyer's estate, environment, equipment and/or infrastructure.
- Ensure that the Suppliers Services are compliant with the Buyer's security policies; and Advising the Supplier of any specific legal and regulatory requirements that are specific to the Buyer and/or CCS to which the Supplier must be aware of to enable it to provide the Services.
- All required documentation is provided in a timely manner
- Buyer can make timely decisions when making significant choices on direction, options, and priorities for the Project
- Supplier will have no responsibility for the performance of other contractors or vendors (including hardware and software vendors) engaged by Buyer, or delays caused by them, in connection with the project
- Buyer will provide the following resources to the project:

Role	Name	Description
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED]
[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]

	<ul style="list-style-type: none"> Buyer will deliver the Services remotely / from its offices. Any travel to UKHSA offices shall be conducted in-line with Covid safety guidelines and subject to additional expenses agreed in advance.
Buyer's equipment	Not used

Supplier's information

Subcontractors or partners	
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Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

Payment method	<p>The payment method for this Call-Off Contract is BACs or alternative payment method as agreed between the Contracting Authority and the Agency.</p> <p>Standard 30 days payment terms</p>
Payment profile	<p>The payment profile for this Call-Off Contract is: Fixed Price (Excluding VAT & Expenses)</p> <p>Invoices shall be issued against the following payment schedule:</p> <p>End May - £60,000</p> <p>End June - £60,000</p> <p>End July - £50,000</p>

Invoice details	<p>The Supplier will issue electronic invoices on completion of the relevant milestone in arrears.</p> <p>All invoices must be accompanied by confirmation from the Contracting Authorities Project Manager, that the relevant milestone has been delivered in line with the contract.</p> <p>The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.</p>
Who and where to send invoices to	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to:</p> <p>UKHSA ACCOUNTS PAYABLE TEAM MANOR FARM ROAD PORTON DOWN SALISBURY SP4 0JG United Kingdom UKHSA VAT No: GB888851648</p> <p>Contact number for all invoice related queries: [REDACTED] Please select Option 5, and then Option 1 between 09:00-17:00 Monday to Friday.</p> <p>Email: To submit any invoices and credit notes via email please use: [REDACTED]</p>
Invoice information required	<p>We will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>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 (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p>
Invoice frequency	<p>As all final deliverables are not due to be approved until the end of phase 2, it has been agreed with the supplier to introduce a monthly payments schedule.</p> <p>Monthly invoice costs are outlined below:</p>

	<div>End May - £60,000</div> <div>End June - £60,000</div> <div>End Jul - £50,000 – Upon submission of final versions for all phase 2 deliverables</div>																																									
<div>Call-Off Contract value</div>	<div>The total value of this Call-Off Contract is £170,000 Excluding VAT & expenses</div>																																									
<div>Call-Off Contract charges</div>	<div>The breakdown of the Charges is:</div> <table><tr><th>Deliverable</th><th>Description</th><th>Payment (Excluding Vat)</th></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table> <div>The Authority reserves the right to pay for only those Deliverables that are completed as laid out above.</div> <div>The rates for calculating any Variations to this contract are as below:</div> <table><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table>	Deliverable	Description	Payment (Excluding Vat)																																						
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Additional Buyer terms

Performance of the Service	<p>This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones:</p> <p>All deliverables will be handed over to UKHSA as part of the closure of Phase 2.</p> <p>The following governance will be put in place to ensure effective and timely decisions are made about the project.</p>
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	<table><tr><th>Forum</th><th>Forum Purpose</th><th>Frequency</th><th>Chair</th><th>Participants</th></tr><tr><td colspan="5"></td></tr></table>	Forum	Forum Purpose	Frequency	Chair	Participants					
Forum	Forum Purpose	Frequency	Chair	Participants							
Guarantee	Not used										
Warranties, representations	Not used										
Supplemental requirements in addition to the Call-Off terms	Not used										
Alternative clauses	Not used										
Buyer specific amendments to/refinements of the Call-Off Contract terms	Not used										

Personal Data and Data Subjects	<ul style="list-style-type: none"> • The Supplier shall comply, and shall procure that all Supplier Personnel, Supplier Affiliates and Approved Sub-Contractors comply, with all Supplier Policies as well as the <buyer> Data Security Principles and the Code of Conduct. • The Supplier shall at all times maintain the Supplier Policies in accordance with Regulations and Good Industry Practice. • The Supplier shall report any alleged or suspected violation of any Supplier Policy, the Data Security Principles or the Code of Conduct as soon as reasonably practicable. • The Supplier shall: <ul style="list-style-type: none"> ○ ensure that all Supplier Personnel receive adequate training on the Data Protection Laws and in the care and handling of Personal Data; ○ Process all Personal Data on behalf of <buyer> only for the purposes of performing its obligations under this Agreement, in accordance with the written instructions given by <buyer> from time to time, and shall not modify or amend the Personal Data unless specifically authorised in writing by <buyer> or to the extent required for the proper performance of the Services; ○ procure that only those Supplier Personnel and Approved Sub-Contractors that need to have access to Personal Data are granted access to such Personal Data. The Supplier shall furthermore take all reasonable steps to ensure the reliability and integrity of any of the Supplier Personnel who shall have access to the Personal Data and shall procure that any Supplier Personnel and Approved Sub-Contractors who have do have access to such Personal Data shall comply with the provisions in the Data Protection Laws and this Agreement, and that appropriate contractually binding confidentiality undertakings have been entered into.
Intellectual Property	<p>Buyer owns IPR of the deliverables.</p>
Social Value	<p>A clear & elevated EVP and employee experience will enable UKHSA to attract and retain the right skills and expertise to deliver their remit, both in the immediate term as you build the organisation and in the future.</p>

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a CallOff Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.13
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

<div>Signed by a representative on behalf of The Supplier</div> <div>DocuSigned by:</div> <div></div>	<div>Signed by a representative on behalf of the Buyer</div> <div>DocuSigned by:</div> <div></div>
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