



IBM United Kingdom Limited

Registered in England: 741598
Registered Office: PO Box 41,
North Harbour, Portsmouth,
PO6 3AU (hereinafter "IBM")

Customer Name and Address:

Public Health England
61 Colindale Avenue
London
NW9 5EQ
(hereinafter "Customer", "you" or "your")

IBM Business Unit:

IBM United Kingdom Limited ("IBM")
IBM Software Services
3 New Square
Bedfont Lakes
Feltham
Middlesex
TW14 8HB

Customer Number: 316691

Agreement Number :
SOC-S5VFC7D

Customer Reference Data:

Date Prepared:
24th August 2020

This Statement of Work is subject to the IBM Client Relationship Agreement for Services (Z126-6555-GB), "*the Agreement*", which is hereby incorporated. The IBM Client Relationship Agreement for Services defines important terms and conditions relating to our business transaction.

It is available at the URL below. If it is not accessible, please request a copy from your IBM sales person.

<http://www.ibm.com/support/operations/uk/en/documents.html>

Nothing stated in this paragraph shall have the effect of excluding or limiting liability for fraud. Each of us agrees that the complete agreement between us regarding this transaction consists of the Agreement and this Statement of Work, and replaces any oral or written communications between us.

In the event of any conflict between the Agreement and the terms of this Statement of Work, the terms of this Statement of Work shall prevail to the extent of such conflict. In the event of any conflict between this Statement of Work and any Schedules or Appendices, the Schedules or Appendices shall prevail to the extent of such conflict.

This Statement of Work may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of the Statement of Work. Once accepted, i) any reproduction of this Statement of Work made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original and ii) all Services under this Statement of Work and the Agreement are subject to it.

Agreed to:

Public Health England

Agreed to:

IBM United Kingdom Limited

[Redacted signature]

Authorised signature

[Redacted signature]

Authorised signature

Name [Redacted]

Name [Redacted]

Title: [Redacted]

Title: [Redacted]

Date: 11/09/2020

Date: 11/09/2020

Upon signature, please confirm whether a Purchase Order will be issued for this SoW (Yes / No)

This Statement of Work ("SOW") is between the Customer (also called "you" and "your") and the IBM legal entity referenced above ("IBM").

1. Scope of Services

IBM will provide up to 17 days i2 Consulting and 1day Project Management to assist with the following activities:

Activity 1 – Design

- Define questions that PHE would like to ask of the data
- Definition of an iBase data schema sufficient to answer those questions
- Definition of security requirements
- Definition of sign off criteria

Activity 2 – Installation & Configuration

- Install solution software (either manually or by defining packaged installation details for automated deployment)
- Setup security as per requirements gathered from design
- Setup iBase forms for data entry

Activity 3 – Data Load

- Setup of import specifications for each file structure, including mappings to entities, links and attributes within the schema.
- Perform file ingestion using defined import specifications

Activity 4 – Enablement

- System management enablement is included as part of the system handover. - Analyst's Notebook (user) enablement

2. IBM Responsibilities

IBM will assist you by providing the resources as set out in the Estimated Charges section.

During the provision of the Services IBM will not be processing any client personal data outside of the UK.

3. Customer Responsibilities

Under this Statement of Work, the Customer remains responsible for the control, management and supervision of all Services, the use of materials and for any results to be achieved.

In addition the customer will be responsible for:

- Provision of the following facilities – meeting rooms, suitable office space, telephone, supplies and office furniture, dedicated use of printer, use of customer work environment, secure storage facilities and parking spaces for IBM personnel when they are working on your premises.
- Provision of hardware, software systems networks and access to them by the IBM consultant, as required.
- Appointing a person to act as the primary interface for you for this SoW and who will:
 - Manage your activities and responsibilities under this SoW.

- Resolve your project issues and escalate other issues as necessary.
- Be responsible for providing your agreed resources.
- Provide timely assistance to respond to questions and matters requiring qualification when reasonably requested by IBM.
- Supplying IBM with a Purchase Order for the full amount shown in the Estimated Charges section below within 5 working days of the start of the engagement.

4. Estimated Schedule

Estimated Start Date: **14th September 2020**

Estimated End Date: **31st December 2020**

5. Estimated Charges

These Services are subject to a one day 7.4 hours minimum charge at the applicable hourly rate. Subsequent charges are based on the actual hours worked on any given day. The Business Hours for the Services will be between 08:00 and 19:00 Monday to Friday excluding public holidays. Unless expressly stated herein or otherwise agreed in writing: 1) the Services will only be performed during the Business Hours; 2) the hourly rate for Services outside Business Hours will be charged at the overtime rates specified in the charges table below or otherwise agreed in writing with a change to this Statement of Work signed by both parties, where applicable.

All charges, rate classifications and minimum charges are subject to change by IBM upon three months notice. IBM will invoice the number of hours actually expended at applicable rates and minimum charges in effect when IBM provides the Services.

The Customer will pay IBM for any reasonable expenses incurred by IBM in the provision of the Services. Reasonable expenses shall include travel, accommodation and living costs. Other miscellaneous costs to be charged to the Customer will be mutually agreed between us.

The Customer will be invoiced monthly in arrears for hours expended and expenses incurred. Services that complete during a month will be invoiced upon completion.

Services Description	Estimated Hours	Hourly Rate (GBP) excluding VAT	Estimated Charge (GBP) excluding VAT
I2 Consultant	125.8	██████	██████
Engagement Management	7.4	██████	██████
Resource Total			██████
Estimated Expenses	-	-	██████
Estimated Total Hours and Charges (excluding VAT)	133.2	---	██████

Total Purchase Order amount (GBP, excl. VAT): ██████

6. Termination of Services

These Services will end upon the earlier of IBM completing the Estimated Total Hours (or Days if defined as such in the Charges section) or the Estimated End Date unless otherwise agreed by both of us in writing. The Customer may terminate this Statement of Work by giving IBM one month's written notice. In the event of such termination, then the charges for the Services provided shall be calculated using the charging rates as applicable for the actual duration of the Services.

7. Data Processing Protection

Client agrees that no Client personal data that is subject to i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at <http://ibm.com/dpa/dpl> will be provided to IBM for processing on behalf of the Client under this transaction.

In the event of a change, Client [will notify IBM in writing and IBM's Data Processing Addendum \(DPA\) at http://ibm.com/dpa](#) and an agreed upon DPA Exhibit will apply and prevail over conflicting terms in the Agreement. The DPA Exhibit will be added as an Appendix to this transaction.