

**National Institute for Health and Care
Excellence
External Assessment Centre**

Schedule EIGHT (8) to the
External Assessment Centres Framework Agreement

**Call-off Order Terms and Conditions
Contract**

Document Version Controls

Version Number	Last Updated	Amendment	Initials
V0.8	31/05/2022	Final for signature	■

1. General Summary

1.1	NAME AND REGISTERED AND PRINCIPAL ADDRESS OF SUPPLIER (including Company Registration Number if relevant)	The Newcastle upon Tyne Hospitals NHS Foundation Trust Freeman Hospital, Freeman Road Newcastle upon Tyne NE7 7DN		
1.2	DESCRIPTION OF SUPPLIER	NHS Foundation Trust		
1.3	LOT(s)	1, 3a, 3b, 4b, 4c		
1.4	DESCRIPTION OF SERVICES	Provision of an External Assessment Centre for the CHTE		
1.5	the Authority BUDGET HOLDER	[REDACTED]		
1.6	the Authority AUTHORISED OFFICER	[REDACTED]		
1.7	NOMINATED MANAGER OF SUPPLIER	[REDACTED]		
1.8	SUPPLIER AUTHORISED SIGNATORY	[REDACTED]		
1.9	DATE AGREEMENT SIGNED	07 Jun 2022		
1.10	DATE AGREEMENT COMES INTO EFFECT (IF DIFFERENT FROM ABOVE)	01	07	2022
1.11	DATE AGREEMENT ENDS (IF FIXED DATE)	31	03	2023
1.12	CALL OFF ORDER AGREEMENT NUMBER	[REDACTED]		
1.13	FRAMEWORK REFERENCE NUMBER	[REDACTED]		

2. Contents

1. General Summary	1
2. Contents	2
3. Call-off Order Agreement	4
4. Overriding Provisions	5
5. Interpretation	5
6. Definitions.....	6
7. Call-off Order Agreement	12
8. Agreement Term	12
9. Work Package Term.....	12
10. Obligations of the Supplier	12
10.2. The Services.....	12
10.3. Obligations concerning Sub-contractors	13
10.4. Instructions and Communication	13
11. Deliverable under this Agreement	13
12. Performance Measurement and Acceptance Criteria	15
12.1. Performance Measurement.....	15
12.8. Acceptance Criteria of Milestones	16
12.9. Work Package Review Meetings.....	18
13. Service Level Agreements, Key performance Indicators and Failure Levels	19
14. Work Package Delays and Extensions of Time	19
14.1. Work Package Delays	19
14.2. Work Packages Extension of Time	20
15. Expressions of Interest.....	20
16. Mutual understanding of long term work packages.....	20
17. Payment and VAT	21
18. Work Package Termination	23
18.3. Rights to Termination	23
18.4. Transition at Expiry or Termination	24
18.5. Termination without cause	24
19. Work Package Change or Variation	24
20. Miscellaneous.....	25
20.2. Call-off Order Agreement Assignment	25
20.3. Waiver	25
20.4. Public Reputation of the Parties	25
20.5. Whole Agreement.....	26

20.6. Governing Law	26
21. Agreement Signatures.....	27
 ANNEX 1	 28
The Services Specification.....	28
ANNEX 2	29
Milestones, Service Level Agreements and Key Performance Indicators and Reporting	29
Milestone Based Reporting:.....	29
ANNEX 3	38
Work Package Allocation	38
ANNEX 4	41
Instruction to Proceed	41
ANNEX 5	44
Payment Schedule	44
ANNEX 6	46
Work Package Specific Key Personnel and Sub-contractors	46
ANNEX 7	47
Work Package Specific Suppliers and Third Party Software	47
ANNEX 8	48
Variation to Agreement	48
Milestones.....	48

3. **Call-off Order Agreement** **SCHEDULE 8 of Framework Agreement Reference number: NICE EACFA 22-25)**

3.1. This CALL-OFF ORDER AGREEMENT is made on the 07 Jun 2022

BETWEEN:-

- (1) **National Institute for Health and Care Excellence (NICE)** whose principal office is Level 1 City Tower, Piccadilly Plaza, Manchester M1 4BT (**“the Authority”**); and
- (2) **The Newcastle upon Tyne Hospitals NHS Foundation Trust**, Freeman Hospital, Freeman Road, Newcastle upon Tyne, NE7 7DN (**“the Supplier”**).

NOW IT IS HEREBY AGREED as follows:-

WHEREAS:-

- 3.2. An advertisement was placed by the Authority on Find a Tender on 15th November 2021, in respect of a Framework Agreement for the provision of External Assessment Centre Services to the Authority.
- 3.3. The External Assessment Centre Framework Agreement can be used by internal departments within the Authority for the provision of a range of Services from a range of Suppliers within the following Lots:
 - 3.3.1. LOT 1 Clinical and Economic Evidence Assessment
 - 3.3.2. LOT 3a Primary Data Generation and Analysis
 - 3.3.3. LOT 3b Real World Evidence Generation for Managed Access
 - 3.3.4. LOT 4b Additional Capacity – Decision and Methodological Support
 - 3.3.5. LOT 4c Supplementary Services - Research Governance and Ethics Support

Overriding Provisions

- 3.4. The Supplier agrees to supply the External Assessment Services in accordance with these Terms and the terms of the Framework Agreement (NICE EACFA 22-25). **FOR THE AVOIDANCE OF DOUBT, ALL TERMS IN THE FRAMEWORK AGREEMENT (NICE EACFA 22-25) APPLY TO THIS CALL-OFF ORDER AGREEMENT.**
- 3.5. In the event of and only to the extent of any conflict or ambiguity between the clauses of this Agreement, annexes, any document referred to in the clauses of this Agreement and the Framework Agreement and the provisions of the Schedules, the conflict shall be resolved in accordance with the following order of precedence:

- 3.5.1. the “Terms and Conditions of Contract for External Assessment Centre Framework Agreement” and any Schedules (NICE EACFA 22-25);
 - 3.5.2. the Call-off Order Terms & Conditions and any annexes or appendices (this Agreement);
 - 3.5.3. The Instructions to Proceed specific terms and any annexes or appendices.
- 3.6. The Supplier acknowledges and accepts that the order of prevailing provisions in this Agreement is as set out in this clause 4.

4. Interpretation

- 4.1. In these terms and conditions, all references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made thereunder and any conditions attaching thereto. Moreover, where relevant, references to English statutes and statutory provisions shall be construed as references also to equivalent statutes, statutory provisions and rules of law in other jurisdictions.
- 4.2. Any headings to clauses, together with the front cover and the contents are for convenience only and shall not affect the meaning of these terms and conditions. Unless the contrary is stated references to clauses shall mean the clauses of these terms and conditions.
- 4.3. Unless otherwise expressly defined in these terms and conditions, the words used in these terms and conditions shall bear their natural meaning.
- 4.4. Where a term of these terms and conditions provides for a list of items following the word "including" or "includes" then such list is not to be interpreted as being an exhaustive list. Any such list shall not be treated as excluding any item which might have been included in such list having regard to the context of the contractual term in question. The ejusdem generis principle is not to be applied when interpreting these terms and conditions. General words are not to be given a restrictive meaning where they are followed by examples intended to be included within the general words.
- 4.5. In these terms and conditions, words importing any particular gender include all other genders.
- 4.6. In these terms and conditions, words importing the singular only shall include the plural and vice versa.
- 4.7. In these terms and conditions “staff” and “employees” shall have the same meaning.
- 4.8. Subject to the contrary being stated expressly or implied from the context in these terms and conditions, all communication between the Parties shall be in writing.
- 4.9. All monetary amounts are expressed in pounds sterling but in the event that pounds sterling is replaced as legal tender in the United Kingdom by a different currency, then all monetary amounts shall be converted into such other currency at the rate prevailing on the date such other currency first became legal tender in the United

Kingdom.

- 4.10. Except where an express provision of these terms and conditions states the contrary, each and every obligation of a Party under the terms and conditions is to be performed at that Party's cost.
- 4.11. Any reference to a Party "procuring" another person to act or omit to act in a certain manner shall mean that the Party so procuring shall be liable for any default on the part of the person acting or omitting to act in that manner. For the avoidance of doubt, where an obligation expressly or impliedly imposes an obligation, restriction or requirement on the External Assessment Centre (or any of the External Assessment Centre Members) or any Sub-contractor or representative of the Supplier, the Supplier shall procure that the Consortium, External Assessment Centre Member, Sub-contractor or representative (as appropriate) shall comply with such obligation, restriction or requirement.
- 4.12. All references to the Agreement include (subject to all relevant approvals) a reference to the Agreement as amended, supplemented, substituted, novated or assigned from time to time.

5. Definitions

Agreement Commencement Date	The date this Agreement comes into effect as detailed in 1.10.
Agreement Price	The agreed fee for the Services under this Agreement as defined in Annex 5 or any amended fee as defined in any Variation to Agreement Annex 8.
Agreement Term	The commencement date of the Agreement as shown in 1.10 through to the expiry date of the Agreement as shown in 1.11.
Annexes	All Annexes to the Agreement, which are: Annex 1 – The Services Specification Annex 2 – Milestones, Service Level Agreement and Key Performance Indicators and Reporting Annex 3 – Work Package Allocation Annex 4 – Instruction to Proceed Annex 5 – Payment Schedule Annex 6 – Work Package Specific Key Personnel and Sub-contractors Annex 7 – Work Package Specific Suppliers and Third Party Software Annex 8 – Variation to Agreement.
Authorised Officer	Means the person or persons appointed by the Authority to manage this Agreement.

Authority	Means the National Institute for Health and Care Excellence (NICE), or any successor body.
Business Manager	Means the single person in the Supplier's organisation responsible for the administrative processes of running a Work Package. Their duties include, but are not limited to, liaising with the Authority to arrange meetings (face to face or virtual), forwarding the paperwork from meetings to the relevant individuals within the Supplier's Organisation, and making sure that the administrative processes surrounding the Work Package are fully supported and fulfilled.
Call-off Order Agreement or Agreement	Means Terms and Conditions of Contract concluded between the Authority and the Supplier for the Services defined in Annex 1. This Call-off Order Agreement includes: (a) the clauses contained herein; (b) the Annex's and Appendices attached hereto; (c) any variations in writing as shall be agreed by the Authority and the Supplier according to the provisions of clause 19 (Variations to the Agreement).
Completion Date	Means the date of any Milestone and / or Deliverable date that the Supplier shall have delivered such Milestone and / or Deliverable, as detailed in Annex 2 (Service Level Agreement, Key Performance Indicators, Milestones and Reporting), of any Instruction to Proceed.
Contractual Date	Means any Completion Date or Commencement of Services Date specified in this agreement and annexes to this agreement and any Completion date specified in any Work Package under this agreement.
Costs	Includes costs, charges, outgoings and expenses of every description.
Default	Means any breach of the obligations of either party, (including but not limited to fundamental breach or breach of a fundamental term), or any default, act, omission, negligence or statement of either party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of the Agreement and in respect of which such party is liable to the other hereunder.
Deliverable	Means any data, report, drawing, specification, design, invention, plan, program, document, agreement, and/or other material (whether audible, in writing or otherwise) produced by or to be produced by or acquired by or to be acquired by the Supplier in the course of the performance of the Services including, for the avoidance of doubt, anything more specifically set-out the Service Specification, Service Level Agreement, Milestones, Transition, Work Package, and any agreed

	Variation to Agreement Annexes.
Documentation	Means such manuals, reports, drawings, specifications, training materials, use policies, plans and other documents, in each case relating to the Services (or any part of the Services), that are developed by the Supplier or any sub-contractor for the Authority and/ or which are jointly developed by the Supplier or any sub-contractor with the Authority.
Due Date	Means the date which any Milestone and / or Deliverable is due to have been achieved and / or delivered, as detailed in Annex 2 (Service Level Agreement, Key Performance Indicators, Milestones and Reporting), any Instruction to Proceed.
Exception	Means a Service failure or the failure to achieve any Service Level or resolve any failure as defined in Annex 2 that has exceptional circumstances for that failure that the Supplier considers out of its control or where the Contactor is using its best endeavours to resolve but is unachievable within the Service Level for exceptional reasons.
Exit Management	The obligations and rights of the respective Parties pertaining to managing a smooth transition from the provision of the Services by the Supplier to the provision of replacement services by the Authority or any replacement Supplier.
Exit Plan	Means the detailed plan to be specified 06 (six) months prior to the Agreement end or termination date, to ensure a smooth transition from the provision of the Services by the Supplier to the provision of replacement services by the Authority or any replacement Supplier.
Expression of Interest (EOI)	Means a call for interest in a specific Work Package under a multi Work Package Call-off Order by all Suppliers able to provide the Services.
External Assessment Centre (EAC)	Means the unincorporated body comprised of the organisations listed in 3.1(2) and any sub-contractors formed to work with the Supplier in its provision of the Services - the External Assessment Centre Members are not partners of each other in any legal sense.
Failure Level	Means the point at which or the percentage of which a Service Level is not achieved as defined in Annex 2.
Framework Agreement	Means the Terms and Conditions of Contract concluded between the Authority and the Supplier for NICE External Assessment Centre Services of which defines, in broad terms, the scope and terms and conditions under which this agreement will be entered into. The Framework Agreement includes: (a) the clauses of the Terms and Conditions of for External

	Assessment Centre Framework (NICE EACFA 22-25) and any Schedules and any variations according to the provisions of clause 34 (Variations to the Agreement) of the Framework Agreement; (b) the “Call-off Order Terms & Conditions Agreement” and any Annexes; and any Appendices, specific to the Order Terms & Conditions Agreement; (c) any variations in writing as shall be agreed by the Authority and the Supplier according to the provisions of clause 19 (Variations to the Agreement) of the Call-off Order Agreement.
Instruction to Proceed	Means Annex 4 to this Order from the Authority, issued to the Supplier to commence work on a Work Package / Modules. An example template for the Instruction to Proceed is detailed in Annex 4.
In writing	Shall be interpreted to include any document which is recorded in manuscript, typescript, any electronic communication as defined in Section 15 of the Electronic Communications Act 2000 but excluding mobile telephone text messages.
Key Performance Indicator (KPI)	Means the metrics used to quantify the performance of the Supplier and monitor adherence to the Service Level Agreement as defined in Annex 2.
Key Personnel	Means the representative(s) of the Supplier nominated by the Supplier as the duly authorised representative of the Supplier for all purposes connected with the Agreement and the senior personnel whose skills and experience are required for the delivery of the Services under the Agreement, as defined in the Framework Agreement, Annex 6 of this Agreement or any Instruction to Proceed. Any such replacement of any Key Personnel as shall be agreed in advance with the Authority.
Location	Means any premises of the Authority.
Milestone	Means any Milestone as set out in Annex 2 and any Instruction to Proceed.
Module	Means an individual activity as defined in the Framework Agreement Schedule 1 and detailed in Annex 1 and Annex 3 of this Call-off Order Agreement. A combination of Modules, which can be of any kind within a Lot or multiple Lots (where a Supplier is able to supply within that Lot), make in total a Work Package).
NHS	National Health Service
NICE	The National Institute for Health and Care Excellence

Obligations of the Supplier	Means the statements contained in clause 10 and Annex 1, 2 and any Instruction to Proceed: (a) Services that the Supplier undertakes to provide and the functions and performance that such Services shall meet in all material respects; and (b) operational responsibilities in respect of such Services as the Supplier undertakes; (c) Service Levels in accordance with which the Supplier undertakes to perform the Services.
Order	Means an order for specific Services or Work Packages raised by the Authority for the supply of Service(s) pursuant to the Framework Agreement and as detailed in this Call-off Order Agreement.
Party	Means any party to the Agreement individually and “Parties” refers to all of the parties to the Agreement collectively. A Party shall include all permitted assigns of the Party in question. All persons who are not a Party to the Agreement are third parties as detailed in 3.1.
Person	Includes any individual, partnership, firm, trust, body corporate, government, governmental body, authority, agency, unincorporated body of persons or association and a reference to a person includes a reference to that person's successors and permitted assigns.
Premises	Means any location or premises of the Supplier where the Services are delivered.
Programme Director	The Director of the Authority responsible for the delivery of the Services under this Agreement.
Project Lead	Means the person with overall responsibility for managing the timelines and task planning necessary for the successful and timely completion of a Work Package, ensuring that the Services meets all of its milestones, for managing the processes of contacting experts and sponsors in a timely manner, and for creating and maintaining Services documents and records. They may, or may not, be the technical or Business Manager.
Senior Lead	Means a member of the senior management team of the Supplier’s organisation, who is authorised to speak on behalf of the Supplier in Committee meetings and other high level meetings with the Authority.
Services	Means the Services and any Deliverables of any Module in any Work Package as detailed in Schedule 1 of the Framework Agreement, Annex 1, Annex 2 and Annex 3 of the Agreement

	or any Instruction to Proceed to be delivered by the Supplier pursuant to, and in accordance with this Call-off Order Agreement.
Services Manager	Means the person appointed by the Supplier who is responsible and accountable for the delivery of any Services or Deliverable under this Agreement.
Service Level Agreement	Means the agreement in Annex 2 that records the common understanding about Services and responsibilities.
Service Levels	Means the standards of Service or Service objectives which the Supplier is required to achieve in the performance of Services details of which are contained in Annex 2.
Software	Means any Supplier or Third Party Software as listed in Annex 7.
Specification	The Services detailed in Schedule 1 of the Framework Agreement, Annex 1 of this Agreement and any Instruction to Proceed.
Supplier	The person in 3.1(2) or any partner, employee, agent, sub-contractor or other lawful representative of the person in 3.1(2).
Terms and Conditions of Contract	Means the contractual terms of the Framework Agreement and the contractual terms of the Call-off Order Agreement, including any annexes, appendices or schedules.
Third Party Software	The information and other content used for the Services, owned by a third party and sourced and supplied by the Supplier, as listed in Annex 7.
Work Package	Means combination of Modules issued to the Supplier from the Authority that contains the Work Package specific Specification, Milestones, SLAs and KPIs.

6. Call-off Order Agreement

- 6.1. In consideration of the Authority making certain payments to the Supplier, the Supplier has agreed to provide the Services to the Authority on the terms and conditions of this Agreement and the specification of requirements as detailed in Schedule 1 of the Framework Agreement (NICE EACFA 22-25), Annex 1 to this Agreement and any Work Package Instruction to Proceed.
- 6.2. The payments for the Services are fixed and no further payments shall be made by the Authority as defined in Annex 4 of this Agreement or any Work Package Instruction to Proceed, unless varied under clause 19 and Annex 8 - Variation to Agreement and agreed by both parties.

7. Agreement Term

- 7.1. This Call-off Order Agreement shall commence on the date shown in 1.10 and shall

continue until the expiry date as shown in 1.11 unless terminated earlier under clause 30 of the Framework Agreement or clause 18 of this Agreement.

7.2. The following Framework Agreement clauses shall continue after this Agreement terminates

- Transition on Expiry or Termination
- Liability, Indemnity and Insurance
- Intellectual Property
- Confidentiality
- Data Protection
- Transfer of Undertakings (Protection of Employment) TUPE

8. Work Package Term

8.1. Any Work Package (including all modules specified in the Work Package) of this Call-off Order Agreement shall commence on the date shown in the Work Package Instruction to Proceed and shall expire on the expiry date shown in the Work Package Instruction to Proceed unless terminated subject to clause 30 of the Framework Agreement or clause 18 of this Agreement.

9. Obligations of the Supplier

9.1. In this Agreement all obligations imposed on the Supplier as described in clause 9 of the Framework Agreement of which this Call-off Order Agreement is Schedule 8 to those terms, and this clause 10, shall apply to this Call-off Order Agreement.

9.2. The Services

- 9.2.1. The Supplier shall carry out the Services detailed in the Call-off Order Agreement in accordance with Schedule 1 of the Framework Agreement, Annex 1 to this Agreement or any Instruction to Proceed, to a quality acceptable to the Authority in accordance with the terms of this Call-off Order Agreement (including, but not limited to, the Annexes).
- 9.2.2. The Supplier shall invoice the Authority in accordance with clause 17.2, 17.3, and 17.4 and the Payment Schedule (Annex 5).
- 9.2.3. No material changes to the Services shall be permitted without the written consent of the Authorised Officer.
- 9.2.4. No changes to this Call-off Order Agreement shall be permitted without the written consent of the Authority and the Supplier.
- 9.2.5. The Supplier shall achieve the milestones set out in Annex 2 and/or any Instruction to Proceed ("the Milestones").
- 9.2.6. Time and quality shall be of the essence with regard to the obligations of the Supplier under this Call-off Order Agreement.
- 9.2.7. The Supplier will immediately or as soon as is reasonably possible notify the Authority of any actual or potential problems (including, but not limited to, industrial action) that might affect their ability to provide the Services.

- 9.2.8. Subject to clause 32 (Force Majeure) of the Framework terms and conditions, the Supplier will be responsible for providing and maintaining performance of the Services to the Agreement standard at all times and will ensure continuity of performance (at no extra cost to the Authority) in accordance with the Specification detailed Schedule 1 of the Framework Agreement, Annex 1 to this Agreement or any Instruction to Proceed.

9.3. Obligations concerning Sub-contractors

- 9.3.1. In this Agreement all obligations imposed on the Supplier by Clause 9.15 of the Framework Agreement of which this Call-off Order Agreement is Schedule 8 to those terms, shall apply to this Call-off Order Agreement.

9.4. Instructions and Communication

- 9.4.1. The Supplier shall comply with the reasonable instructions of the Authorised Officer which are consistent with the terms and objectives of this Call-off Order Agreement and, if the Supplier is working in the Authority's Location, with the office rules of the Authority.
- 9.4.2. The Supplier shall ensure that all communications with the Authority concerning the Services shall only be between the nominated representatives of both Parties, that is, the Authorised Officer, the Business Manager and the Senior Lead or other named individuals specified by the Authority.
- 9.4.3. The Supplier shall issue the Authority with reasonable notice of any meetings of the External Assessment Centre and invite the nominated officer and the Programme Director (the identities of whom will be notified to the Supplier from time to time) and other Authority staff as the Authority deem necessary to attend these meetings.
- 9.4.4. The Supplier and the External Assessment Centre members shall attend meetings with the Authority when the Authority, acting reasonably, considers it appropriate.

10. Deliverable under this Agreement

- 10.1. Wherever the Authority requires the Supplier to provide a Deliverable in accordance with any Work Package detailed in Schedule 1 of the Framework Agreement, Annex 1 of this Agreement or any Instruction to Proceed:
- 10.1.1. Such Deliverable (including as to time of delivery) shall be notified to the Supplier by the Authorised Officer' in writing.
- 10.1.2. Such Deliverable will be delivered in the form prescribed and in accordance with the Specification of the Services as described in the Schedule 1 of the Framework Agreement, and Annex 1 of this Agreement and the Instruction to Proceed of any Work Package. If no such form is prescribed, the Supplier will provide Deliverables in a professional form to the requirements (including as to time of delivery) notified to the Supplier by the Authorised Officer. Any Deliverable shall be delivered to the Authority in a format specified by the Authority;
- 10.1.3. The Authority may accept such Deliverable or reject it in its reasonable discretion on the grounds that such Deliverable is (in whole or in part) not

of satisfactory quality and/or does not meet the brief set out in the Specification or the Agreement standard;

- 10.1.4. The Authority will not reject any Deliverable (wholly or in part) without providing written reasons to the Supplier as to why such Deliverable has been rejected;
 - 10.1.5. Any dispute as to whether the Authority has exercised its right to reject any Deliverable reasonably shall be resolved by the Dispute Resolution Procedure; and
 - 10.1.6. Any Deliverables which are rejected shall be replaced by the Supplier (at no extra charge to the Authority) by Deliverables which are reasonably satisfactory to the Authorised Officer. In case of any dispute as to whether the Authority has exercised its right to reject any Deliverable reasonably, the Supplier shall not be obliged to replace such Deliverable unless and until the dispute has been resolved.
- 10.2. The Supplier warrants that, so far as it is aware having made its usual enquiries, the information in the Deliverable is complete and accurate as at the date upon which it is delivered to the Authority and that the Deliverable does not contain any data or statement which gives rise to any liability on the part of the Authority following publication of the same.
- 10.3. Where a Work Package outcome is submitted to a NICE Committee, and the Committee requires additional work to be undertaken on any Work Package, the Authority shall notify the Supplier in writing and either;
- 10.3.1. Agree with the Supplier an adjustment of the original Work Package in the cases where the additional work is minimal; or
 - 10.3.2. Issue a new Instruction to Proceed for a new Work Package, where the additional work is significant.
- In either case, the Supplier and the Authority shall consider and agree a reasonable time to complete the work and any cost the additional work may incur.
- 10.4. The Supplier will ensure that all products delivered under this Agreement or any Instruction to Proceed will be based on evidence published in English.
- 10.5. Subject to 11.4 where the Supplier identifies potentially important and relevant evidence in a language other than English, any use of such evidence and translation into English must be on prior written agreement of the Authority. Where the Authority agrees to such translation services the Supplier shall ensure the translation services are provided by an agency specialising in providing professional scientific translation services who could affirm the accuracy of the translation. The Supplier on identifying such an agency will inform the Authority of the name and address of that agency prior to engaging with the agency to deliver the translation service.
- 10.6. Subject to 11.5 where the Supplier requires such translation services these will be at no additional cost to the Authority and the Supplier shall not pass the charges for such services onto the Authority in any way.

11. Performance Measurement and Acceptance Criteria

11.1. Performance Measurement

- 11.1.1. The Supplier shall adhere to the Milestone Based Reporting system as detailed in Annex 2.
- 11.1.2. In addition to any more specific obligations imposed by the terms of this Call-off Order Agreement, it shall be the duty of the Supplier to perform the Services to the Call-off Order Agreement standard and to the reasonable satisfaction of the Authorised Officer.
- 11.1.3. The Authority shall measure the performance and delivery of the Services by the Supplier by the Acceptance Criteria detailed in clause 12.2 including:

- 11.1.3.1. Adherence to the Service Specification as detailed in Schedule 1 of the Framework Agreement, Annex 1 of this Agreement and/or the Instruction to Proceed;
- 11.1.3.2. The quality of the outputs of the Services in line with the Milestones as detailed in Annex 2 and/or Instruction to Proceed;
- 11.1.3.3. Timely delivery in line with the Milestones as detailed in Annex 2 and/or Instruction to Proceed;
- 11.1.3.4. Work Package Review Meetings as detailed in clause 12.3;
- 11.1.3.5. Monitoring and Reporting detailed in clause 18 of the Framework Agreement and this clause 12.
- 11.1.4. During the Agreement Period, the Authorised Officer may inspect and examine the performance of the Deliverables and / or Work Package being carried out by the Supplier at any time on reasonable notice. The Supplier shall provide to the Authority all such facilities (including, but not limited to, access to any staff or personnel involved in the delivery of the Deliverable and / or Work Package) as the Authority may require for such inspection and examination. Where the Supplier requires that the Authorised Officer complies with any health and safety or security policies while carrying out any such inspection or examination the Supplier will notify the Authorised Officer of such policies at the time of the visit. Following notification of the health and safety or security policies, the Authorised Officer will then comply with these policies to the extent that they are reasonable and do not frustrate the purposes of the inspection or examination.
- 11.1.5. If any part of any Deliverable and / or Work Package is found to be defective or different in any way from the Specification(s) as detailed in clause 12.1.3.1 (as may be varied in accordance with Clause 19 and Annex 8) or otherwise has not been provided to the Agreement standard (other than as a result of a default or negligence on the part of the Authority) the Supplier shall at its own expense re-perform the part of the Deliverable and / or Work Package in question (without additional remuneration therefore) within such time as the Authority may reasonably specify failing which the Authority shall be entitled to procure performance of the defective part of the Deliverable and / or Work Package from a third party or to execute the tasks in question itself.
- 11.1.6. If the performance of the Agreement by the Supplier is delayed by reason of any act or default on the part of the Authority or, by any other cause that the Supplier could not have reasonably foreseen or prevented and for which it was not responsible, the Supplier shall be allowed a reasonable extension of time for completion of the Deliverable and / or Work Package so affected. This clause shall also be subject to clause 32 of the Framework terms and conditions.
- 11.1.7. If required by the Authority, the Parties shall co-operate in sharing information and developing performance measurement criteria with the object of improving the Parties' efficiency. Any such agreements shall be fully recorded in writing by the Authority as the case may be.

- 11.1.8. The Supplier shall institute and maintain a properly documented system of quality control (which is and remains to the satisfaction of the Authorised Officer) to ensure that the Agreement standard is met.
- 11.1.9. In addition to any other rights of the Authority under the Agreement, the Authorised Officer shall be entitled to inspect the Supplier's quality control system referred to in Clause 12.1.8 above.

11.2. Acceptance Criteria of Milestones

11.2.1. Time and Quality Measurement.

- 11.2.1.1. Where an output or Deliverable is delivered on time and in line with the Milestones as detailed in Annex 2 or any Instruction to Proceed, the Authority will assess the quality and completeness of the output or Deliverable against the Specification detailed in Schedule 1 of the Framework Agreement, Annex 1 of this Agreement and/or the Instruction to Proceed and any other reasonable quality measurement mechanism the Authority has instructed the Supplier forms part of the output or Deliverable, within 05 (five) working days from receipt of the output or Deliverable.
- 11.2.1.2. Subject to 12.2.1.1 the Authority shall notify the Supplier in writing, within 05 (five) working days from receipt of the output or Deliverable, either:
 - 11.2.1.2.1. The Output and/or Deliverable of the Milestone is accepted and the Milestone has been met; or
 - 11.2.1.2.2. The Output and/or Deliverable of the Milestone is not accepted and the Milestone has not been met.
- 11.2.1.3. Subject to 12.2.1.2.2, where the Authority deems the performance or delivery or quality of the output or Deliverable are not to the reasonable satisfaction of the Authority, the Milestone shall be deemed not met and the Supplier must re-perform the Services of the output or Deliverable at no additional cost to the Authority.
- 11.2.1.4. Subject to 12.2.1.2.2 and 12.2.1.3, where a Milestone is deemed not met, the Authority shall inform the Supplier of the unsatisfactory delivery and the Authority shall invoke clauses 14.1 Work Package Delays and 14.2 Work Package Extension of Time and inform the Supplier of any Extension to Time it shall grant to the Supplier for that Milestone. For the avoidance of doubt, any Extension of Time, shall not be considered a re-adjustment of the Milestone delivery date. Any Extension of Time granted to the Supplier due to the non-acceptance of an output or Deliverable of a Milestone shall be deemed late and the number of days late shall be calculated from the date the Authority notifies the Supplier of the non-acceptance subject to 12.2.1.2.2.
- 11.2.1.5. Subject to 12.2.1.2 and 12.2.1.3, the Supplier warrants to the

Authority that it shall accurately reflect the not met Deliverable or Milestone in the SLA and KPI's reporting as detailed in Annex 2. Such not met Deliverable or Milestone may invoke a Service Credit and the Supplier warrants to the Authority that it shall meet its obligations of payment of any Service Credit, subject to clause 13 (SLAs and KPIs) of this Agreement and clause 23 (Service Credit liability) in the Framework Agreement.

- 11.2.1.6. Subject to 12.2.1.1, where the Authority has not notified the Supplier of non-acceptance of a Milestone Deliverable within 05 (five) working days of receipt of the Milestone Deliverable, the Milestone Deliverable shall be deemed met unless the Authority has notified to Supplier within 05 (five) working days of receipt of the Milestone Deliverable, that the assessment of the Milestone Deliverable will require more than 05 (five) working days from the Authority.
- 11.2.1.7. Subject to 12.2.1.6 where the Authority requires more time than 05 (five) working days to assess a Milestone Deliverable the Authority must:
 - 11.2.1.7.1. Notify the Supplier in writing within 05 (five) working days of receipt of the Milestone Deliverable of the number of working days the Authority requires to assess the Milestone Deliverable;
 - 11.2.1.7.2. Supply the Supplier with a reason for the extra time assessment required;
 - 11.2.1.7.3. Ensure any additional time the Authority requires to assess the Milestone Deliverable does not negatively impact on the Suppliers ability to deliver the project;
 - 11.2.1.7.4. Ensure the Supplier is not liable for any additional time the Authority requires.

11.2.2. Failure to meet Milestone Date

- 11.2.2.1. Where any Milestone is delayed by default of the Supplier, the Authority may at its sole discretion:
 - 11.2.2.1.1. grant further periods of time, clause 14.1 and 14.2 as applicable; and / or
 - 11.2.2.1.2. invoke Service Credits in accordance with clause 23 of the Framework Agreement and annex 2 of this Agreement; and / or
 - 11.2.2.1.3. terminate this Call-off Order Agreement subject to clause 18.
- 11.2.2.2. If the Supplier's failure to meet Milestone is due to a delay by the Authority, the provisions of clause 14.2 (extension of time) shall apply and the Completion Date may be rescheduled as

an amendment to the Order on completion of Annex 8.

- 11.2.2.3. If the Supplier's failure to meet a Milestone is subject to Force Majeure, the provisions of clause 14.2 (extension of time) shall apply and the Completion Date may be rescheduled as an amendment to the Work package subject to clause 17 and on completion of Annex 8.

11.3. Work Package Review Meetings

- 11.3.1. The Supplier shall establish a team which will create internal administrative mechanisms to manage the delivery of the Services / Deliverables / Work Packages and compliance with the Agreement. Where the Supplier is a consortium, the team shall be representative of the whole consortium. The Supplier will report to the Authority on the progress of the Services, deliverable and the identification and management of risks (financial or otherwise) arising from or relating to the Services and Deliverable (including any sub-contracting arrangements). The Supplier shall institute and maintain a properly documented system of quality control (which is and remains to the satisfaction of the Authorised Officer) to ensure that the Agreement standard is met.
- 11.3.2. The Supplier shall attend Work Package review meetings with the Authority. The nature and frequency of any Work Package review meeting shall be proposed by the Authority and be agreed between the Parties.
- 11.3.3. The Authority shall agree with the Supplier who take minutes of any meeting if necessary and circulate to all within a timeframe specified by the Authority.
- 11.3.4. The Supplier shall provide a Work Package report, as detailed in the Instruction to Proceed, no later than 02 (two) working days before the scheduled review meeting, to summarise performance of the Supplier, for this purpose and will include items such as (but not limited to):
- Status report on the Work Package progress;
 - Risks;
 - An exception report if the current performance on topics deviates from the status reports already supplied to the Authority;
 - A summary of the issues discussed at the previous Work Package review meetings and any related actions taken by the Supplier;
 - The risk register (which must be maintained by the Supplier) detailing all severe or moderate risks to Milestones or any Deliverable of the Work Package identified by the Management Team and details of how these were, or are to be, handled; and
 - A summary of any actions and decisions taken by the Supplier in relation to Work Packages which were not contemplated in the preparation of the Milestones.
- 11.3.5. The Supplier acknowledges that the submission and acceptance of such reports shall not prejudice any other rights or remedies of the Authority

under the Agreement.

- 11.3.6. The Supplier shall provide information in a format, medium and at times specified by the Authority, relating to the performance of the Deliverable and / or Work Package as the Authority may reasonably require.

12. Service Level Agreements, Key performance Indicators and Failure Levels

- 12.1. Where the Supplier fails any minimum Service Level as detailed in Annex 2, the Supplier shall be liable for the Service Credit detailed in clause 23 of the framework Agreement and Annex 2 of this Agreement.
- 12.2. The Supplier warrants to the Authority that all data provided in relation to the Service Levels are accurate and the Supplier grants to the Authority, and to any statutory or regulatory auditors of the Authority and to authorised agents the right of reasonable access to (and if necessary to copy) the records relating to the Service Levels during normal business hours on reasonable prior notice.

13. Work Package Delays and Extensions of Time

13.1. Work Package Delays

- 13.1.1. The provisions of clause 14.2.1 and 14.2.2 shall apply to delay by the Supplier in meeting any Work Package, Module Contractual Dates, Key Milestones, notwithstanding the previous application of such provisions to delay or failure by the Supplier to meet any other Contractual Dates.
- 13.1.2. The Authority acknowledges that the Supplier's ability to meet its obligations under the Agreement according to the timetable detailed in the Work Package, Module, may depend on the Authority likewise meeting its obligations. Each such obligation together with the latest date by which the Authority ought to have met those without potentially risking the Supplier to be delayed in meeting its obligations as identified in clause 13 of the Framework Agreement as the Authority's obligations. The Authority shall not bear any liability to the Supplier in respect of any failure to meet its obligations but, to the extent that the Supplier is prevented from fulfilling any of its obligations as a direct result of an Authority delay.
- 13.1.3. Consequently, insofar as the Supplier is prevented from fulfilling any of its obligations as a direct result of a delay by the Authority, it shall not be liable to the Authority for such failure and shall be entitled to an extension of time.

13.2. Work Packages Extension of Time

- 13.2.1. If the delivery of the Work Package, Module or Milestone be delayed by reason of Default by the Supplier or by its employees or agents or by other Suppliers of the Supplier, the Authority shall be entitled to grant a reasonable extension of time at no additional cost to the Authority.
- 13.2.2. Any extension of time granted by the Authority shall be at the sole discretion of the Authority. The Supplier agrees that any such extension period granted by the Authority shall be a maximum period of extension

and that the Supplier shall continue to meet its obligations of any Work Package and that time shall be of the essence.

- 13.2.3. If the performance of the Work Package by the Supplier be delayed by reason of Default by the Authority or by its employees or agents or by other Suppliers of the Authority, the Supplier shall be entitled to a reasonable extension of time to be agreed by the Authority in writing without undue delay.
- 13.2.4. If the performance of the Work Package by either party be delayed by reason of any event of force majeure, both parties shall be entitled to a reasonable extension of time provided that the party so delayed notifies the other party in writing without undue delay. Neither party shall be entitled to any additional costs incurred as a result of such delay.
- 13.2.5. Where an extension is granted subject to clause 14.2 the Authority shall issue the Supplier with a change in date notice in writing.

14. Expressions of Interest

- 14.1. The Authority shall issue an Expression of Interest (Eol) call for Work Packages in Lots 3 and 4 to all Suppliers of these Work Package types as described in Schedule 5 of the Framework Agreement.
- 14.2. The Authority shall only request information it does not already hold in its possession on the Supplier subject to clause 29 of the Framework Agreement.
- 14.3. The Supplier shall respond to all Eols received by:
 - 14.3.1. Providing a statement of the Supplier's interest in the work and responding to any questions or request for information as detailed in the Eol by the deadline date specified in the Eol; or.
 - 14.3.2. Providing a detailed explanation of the reason the Supplier is not expressing an interest within 05 (five) working days of the receipt of the Eol.
- 14.4. Subject to 15.2.2, the Authority shall retain the right to renegotiate timelines on any or all Work Packages being delivered by the Supplier where the reason is due to the Supplier being at full capacity or has reported a lack of further capacity delivering Work Packages already in progress as issued by the Authority where the Authority is unable to allocate the work to another framework Supplier.

15. Mutual understanding of long-term work packages

- 15.1. Where The Authority issues an Instruction to Proceed under a Multi-Project Call-Off Order that is known to continue beyond the end date of the Call-Off Order and where the Call-Off Order is paid a fixed fee quarterly in arrears, both parties shall agree in writing that either:
 - 15.1.1. the Supplier agrees to complete the work as described in the Instruction to Proceed to the completion date as detailed in the Instruction to Proceed. The Supplier agrees that the fee for the full completion of the work is paid by the Authority in the fixed fee quarterly arrears payments and no further payments will be made by the Authority after the expiry of the Call-Off Order. The Supplier shall ensure it makes sufficient financial

arrangements with its finance department to fully resource the Work Package for the duration to its full completion date;

or

- 15.1.2. the Supplier agrees that the work it shall deliver will end at a mutually agreed date in the Instruction to Proceed and no further work shall be completed on the Work Package beyond the expiry date of the Call-Off Order. The Supplier shall hand-over all files, records, documents, plans, drawings, data and / or databases etc., how so ever generated under this Agreement, to the Authority or person or persons designated by the Authority, within 05 (five) working days of the expiry date agreed in the Instruction to Proceed. The Supplier agrees that, in such instance that all Intellectual Property and Copyright of the Work Package shall be owned by the Authority and that the Authority shall retain all rights to seek a replacement supplier to continue the Work Package to its completion. For the avoidance of doubt, the Intellectual Property and Copyright agreement under this clause 16.1.2 shall supersede the general Intellectual Property and Copyright agreement agreed in clause 19 of the Framework Terms and Conditions.

16. Payment and VAT

- 16.1. Subject to the due performance of the Supplier's obligations pursuant to this agreement and its annexes, the Authority shall pay all invoices (by BACS or such other method that may be agreed) submitted by the Supplier in accordance with Annex 5 within 30 (thirty) calendar days of their receipt.
- 16.2. The Authority shall not be liable to pay any invoices which are received other than in accordance with clauses 17.1, 17.3, 17.4 and 17.5.
- 16.3. The Supplier shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documentation reasonably required by the Authority to substantiate the invoice including:
- 16.3.1. The Call-off Order agreement number;
- 16.3.2. The period to which the invoice relates;
- 16.3.3. The Services provided by the Supplier together with any other details that the Authority may require.
- 16.4. All invoices sent to the Authority must:
- 16.4.1. Include a claim for Value Added Tax (if applicable) at the prevailing rate as applicable, the invoice must give the requisite details of the taxable supply.
- 16.4.2. Be accurate and correct in all respects.
- 16.4.3. Be from the Supplier.
- 16.5. The Supplier shall send all invoices to:



- 16.6. Alternatively the Contractor can register with [REDACTED] to send invoices electronically and have access to Tradeshift updates of the progress of invoices.
- 16.7. If at any time an overpayment has been made to the Supplier for any reason whatsoever the amount of such overpayment shall be repaid forthwith.
- 16.8. The Authority shall be entitled to deduct from any monies due or to become due to the Supplier any monies owing to the Authority from the Supplier.
- 16.9. The Authority reserves the right to withhold payment of invoices in relation to the Services not delivered, in whole or in part, until the Services (and/or any Deliverables to which any invoices relate), in whole or in part is successfully concluded, completed and/or delivered to the satisfaction of the Authority (acting reasonably). Any payments withheld will relate to only that portion of supply or Deliverables in question and not as a whole.
- 16.10. In the event that the Agreement is varied under clause 34 of the Framework Agreement or clause 19 of this Agreement in such a way as to affect the Agreement Price and if agreement between the Parties cannot be reached on the adjustment to the Agreement Price within 3 months both Parties shall jointly act to resolve the dispute in accordance with clause 33 of the Framework Agreement (Dispute Resolution Procedure).
- 16.11. If the adjusted Agreement Price is not so agreed or certified until after such variation has taken effect, the Authority shall continue to pay the Supplier at the rate current prior to the variation. The Supplier shall be entitled to recover from the Authority and the Authority shall be entitled to recover from the Supplier as the case may be, such sum if any as is equal to the difference between the amount which should have been paid in accordance with the adjusted Agreement Price and the amount which was actually paid.
- 16.12. The Authority may request at any time such evidence as may reasonably be required that the Supplier has in fact expended the amounts paid. To facilitate this, the Supplier shall maintain financial records relating to the Services for a period not less than 06 (six) years after the end of the Agreement Period.
- 16.13. The Supplier grants to the Authority, and to any statutory or regulatory auditors of the Authority and to authorised agents the right of reasonable access to (and if necessary to copy) the financial records relating to the Services during normal business hours on reasonable prior notice.
- 16.14. The Supplier shall provide all reasonable assistance at all times during the Agreement Period and during the period of 06 (six) years thereafter for the purposes of allowing the Authority to obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, governmental judicial or other administrative purposes and/or to carry out an audit of the Supplier's compliance with this Agreement including all activities, performance security and integrity in connection therewith.

- 16.15. If there is dispute over all or any of the charges made by the Supplier, the Authority may, without prejudice to its other rights and remedies, notify the Supplier that, the Supplier will be paid the sum that is not in dispute, or that the Supplier will not be paid the invoiced amount, until the dispute has been resolved pursuant to clause 33 of the Framework Agreement (Dispute Resolution Procedure).

17. Work Package Termination

- 17.1. Clause 30 and all its sub-clauses of the Framework Agreement shall apply to this Call-off Order Agreement.
- 17.2. This Agreement shall terminate in the following circumstances:

17.3. Rights to Termination

17.3.1. Work Package Termination

- 17.3.2. The Authority may exercise its right to terminate any Work Package with immediate effect where:

- 17.3.2.1. the Suppliers performance reaches Failure Level 3 of any KPI001 in all Lots.

17.3.3. Call-off Order Termination

- 17.3.4. The Authority may exercise its right to terminate this Call-Off order with immediate effect where:

- 17.3.4.1. the Suppliers performance reaches Failure Level 3 of KPI001 in 3 or more Work Packages within any 12 (twelve) month period in all Lots.

- 17.3.5. The Supplier may terminate this Call Off Order Agreement by serving written notice on the Authority in any of the following circumstances:

- 17.3.5.1. a material failure by the Authority to perform any obligation of the Authority under this Call Off Order Agreement provided that (if capable of remedy) such failure has not been remedied to the Supplier's reasonable satisfaction within a period of 30 (thirty) days following written notice demanding remedy of the failure in question being served by the Supplier on the Authority.

17.4. Transition at Expiry or Termination

- 17.4.1. At expiration or termination of this Agreement the Supplier shall reasonably co-operate in the transfer, to the new service provider under arrangements notified by the Authority in a written Exit Plan to be agreed 06 (six) months prior to the end of this Agreement or on notification of termination.
- 17.4.2. Transfer of responsibility for facilities made available to the Supplier shall be the subject of a mutually agreed inventory between the interested parties at the time of transfer. The transfer shall be arranged between the Authority and the Supplier so as to reasonably reduce any interruption of the Services.

- 17.4.3. Subject to Clause 19 (Intellectual Property and Copyright) of the Framework Agreement, at expiration or termination of the Agreement the Supplier shall, subject to clause 31, hand-over all files, records, documents, plans, drawings, data and / or databases etc., how so ever generated under this Agreement, to the Authority or person or persons designated by the Authority, an inventory of such to be detailed in a written Exit Plan.
- 17.4.4. The Supplier shall be responsible for ensuring that any computerised filing, recording, documenting, planning and drawing utilised under this Agreement is transferred free of any charges to the Supplier or person or persons designated by the Supplier to facilitate a smooth hand-over of work at expiration or termination of the Agreement.
- 17.4.5. Provide all data required by the Authority in relation to TUPE subject to clause 37.3, 06 (six) months prior to the end of this Agreement or on notification of termination.

17.5. Termination without cause

- 17.5.1. In addition to its rights under any other provision of the Agreement the Authority may terminate this Call-off Order Agreement at any time by giving the Supplier three months' written notice.

18. Work Package Change or Variation

- 18.1. Where either Party see a need to make an Agreement change, the Authority may at any time request such change and the Supplier may at any time recommend such change, provided that each party give the other at least one month's written notice of any change or addition and provided that either (a) such change or addition can be achieved without need for additional funding; or (b) that the Authority agrees to provide any additional funding reasonably required by the Supplier in respect of such change or addition; or (c) should the change require an adjustment to the approved cost in Annex 5, that such adjustment is agreed by both parties. The notice shall give details of the variation or addition and the date on which it is to take effect.
- 18.2. Any request for an Agreement change shall be provided in writing subject to clause 18 using the form at Annex 8.
- 18.3. Neither Party shall unreasonably withhold its agreement to any Agreement change. For the avoidance of doubt any withholding of agreement by the Authority shall not be considered to be unreasonable where any Agreement change recommended by the Supplier would or might (in the opinion of the Authority) result in the Supplier's provision of Services failing to conform to the terms of this Agreement or to the Approved Cost being exceeded.
- 18.4. No such variation or addition shall affect the continuation of the Agreement.
- 18.5. Until such time as an Agreement change is made the Supplier shall, unless otherwise agreed in writing, continue to provide the Services pursuant to the Agreement as if the request or recommendation had not been made.
- 18.6. Any discussions which may take place between the Parties in connection with a request or recommendation before the authorisation of a resultant Agreement change shall be without prejudice to the rights of either Party.

- 18.7. Discussion between the Parties concerning an Agreement change shall result in one of the following:
- 18.7.1. no action being taken; or
 - 18.7.2. the request to make an Agreement change by the Authority being implemented; or
 - 18.7.3. the recommendation to make an Agreement change by the Supplier being implemented.
- 18.8. Subject to clause 19.7, this Agreement cannot be varied except in writing and signed by the lawful representatives of both Parties.

19. Miscellaneous

- 19.1. It is further agreed between the Parties:

19.2. Call-off Order Agreement Assignment

- 19.2.1. The Supplier shall not assign, novate, sub-contract or otherwise dispose of this Call-off Order Agreement or any part thereof or the benefit or advantage of the Call-off Order Agreement or any part thereof without previous consent in writing of the Authority.
- 19.2.2. The Authority shall have the right to assign, novate, sub-contract or otherwise dispose of its rights and obligations under the Agreement.

19.3. Waiver

- 19.3.1. No waiver or delay in acting upon or by the Authority of any of the requirements of this Call-off Order Agreement shall release the Supplier from full performance of its remaining obligations in this Agreement.

19.4. Public Reputation of the Parties

- 19.4.1. Both Parties recognise the other Party's public reputation and legal responsibilities. Each Party shall use all reasonable endeavours not to harm or compromise these.

19.5. Whole Agreement

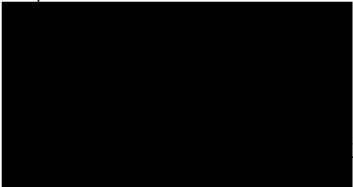
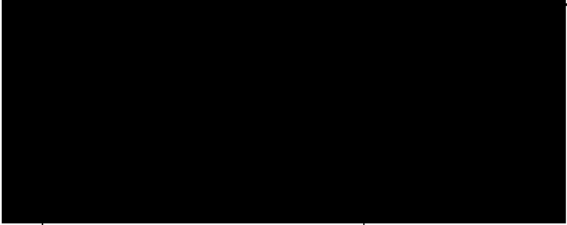
- 19.5.1. The Parties acknowledge that this Agreement contains the whole Agreement between the Parties including the Framework Agreement (NICE EACFA 22-25) and supersedes all previous agreements whether express or implied.

19.6. Governing Law

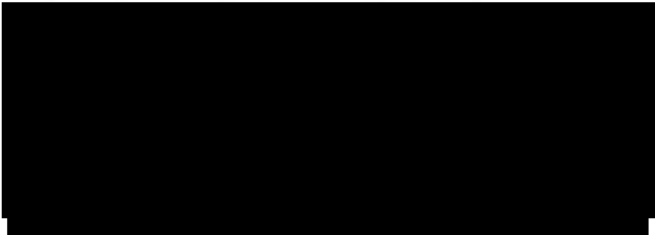
- 19.6.1. This Agreement shall be governed in all respects by the Law of England and Wales.

20. Agreement Signatures

Signed for and on behalf
of the Authority

	Signature	Name and title	Date
Procurement		 Procurement Manager	07 Jun 2022
Contract Manager		 Programme Manager	06 Jun 2022
Budget Holder			07 Jun 2022

Signed for and on behalf
of the Supplier

	Signature	Name and title	Date
Contract Manager:			06 Jun 2022
Authorised Signatory:			06 Jun 2022

This Agreement is not valid until all Signatures have been completed

ANNEX 1

The Services Specification

The Services specification is defined in Schedule One of the Framework Agreement and covers work undertaken in the following Lots.

LOT 1 Clinical and Economic Evidence Assessment

LOT 3a Primary Data Generation and Analysis

LOT 3b Real World Evidence Generation for Managed Access

LOT 4b Additional Capacity – Decision and Methodological Support

LOT 4c Supplementary Services - Research Governance and Ethics Support

More specific detail of the specification for each Work Package is detailed in the Instruction to Proceed issued for each Work Package under this Call-off Order Agreement.

ANNEX 2

Milestones, Service Level Agreements and Key Performance Indicators and Reporting

Milestones:

Where no Milestones are shown in the table below, the Milestones shall be defined in the Instruction to Proceed.

Table 1 – Key milestones measured by the Key Performance Indicators

Module name	Key Milestones	Date Due	Applicable KPI

Table 2 – Other milestones NOT measured by the Key Performance Indicators

Module name	Other Milestones	Date Due

Service Level Agreements and Key Performance Indicators:

The Service Levels and Key Performance Indicators are as defined in the excel spreadsheet Annex 2 of Sch 8_KPIs and Reporting.

The Key Performance Indicator sheet must be completed by the Supplier throughout the Work packages and submitted to **the Authority** on a quarterly basis as described in clause 18 of the Framework Agreement.

Milestone Based Reporting:

Work Package Milestones Based Reporting

1. the Authority will state in the Instruction to Proceed named and dated milestones for the project plan at the start of a Work Package. Any changes to key milestones must be agreed in writing between the Supplier and the the Authority's Authorised Officer. The Supplier shall be responsible for providing sufficient information and justification to the Authority for the change in milestone dates. Where new milestones have been agreed, subject to clause 14.1 and 14.2 subsequent reporting will be based on the new milestones.
2. The Supplier will report on the achievement against milestones throughout the Work Package lifecycle to the timetable and in a format specified by the Authority. Table 3 below shows the milestone statuses and escalation requirements to be used for reporting on Work packages.

Table 3: Milestone statuses and escalation requirements

Milestone status description	Documentation or action by Supplier	Supplier to escalate progress reports as shown	Status colour
Completed/On target to complete specified milestone on planned due date	None	None ("normal" reporting as in Instruction to Proceed)	Green
Milestone delay Potential for delay to completion of specified milestone (Supplier to report all such minor issues, with their implemented outline action plan). No impact on project completion date.	Supplier's action plan approved by the Authority Project Lead by email	Normal reporting as in Instruction to Proceed	Amber
Milestone critical issue Major intervention required to ensure achievement of single specified milestone by due date (Supplier must follow up the report with a teleconference with the Authority Project Lead and report on progress with the action plan implemented by the Supplier) The teleconference must include the Supplier Project Lead, Deputy Director (or nominated equivalent) and any other relevant colleagues. The action plan must be underway without delay.	The Supplier's implemented action plan. Subject to subsequent formal approval by the Authority (EAG Management Group)	Normal reporting as in Instruction to Proceed plus the Authority Contract Manager	Red

ANNEX 3

Work Package Allocation

Table 4 below details the types of Work Package Modules the Authority will commission from the Supplier during this Call-off Order Agreement contract period to be delivered in accordance with specification and to the timescale set out in the individual Instructions to Proceed. The Authority shall commission any mix of the Work Package modules in Table 1 up to the total value of the Call-off Order Agreement set out in Annex 5.

Work Package Allocation Procedures

Work Packages or Modules commissioned under this multi Work Package Call-off Order will be allocated as described below:

Table 4: Work Package Modules which can be commissioned under this Call Off Order Agreement

Work package category	Work package description	Workload allocation method
Lot 1 - Clinical and Economic Evidence Assessment		
A	A - Guidance Support (Assessment Report)	Allocated by informed rotation
E	Systematic reviews and meta-analysis	Allocated by informed rotation
F	Review of guidance	Allocated by informed rotation
G	Medtech Innovation Briefings	Allocated by informed rotation
H	Support to topic identification, selection and scoping	Allocated by informed rotation
I	Regulatory Advice	Allocated by informed rotation
K	Technical Analyst Support	Allocated by informed rotation
Lot 3a – Primary Data Generation		
B	Facilitating and conducting collaborative research into clinical	Allocation by Expression of Interest

	utility and cost utility	
Lot 3b – Real World Evidence Generation		
C	Managed Access evidence generation and related grant applications	Allocation by Expression of Interest
Lot 4 - Additional Service Capacity		
J	Methodological, analytical and other support for programme development	Allocation by Expression of Interest
J	Complex decision analytic modelling support	Allocation by Expression of Interest
N	Research Governance & Ethics Support	Allocated to single supplier

1 Allocated by informed rotation

Work packages will be allocated by the Authority's EAG Management Group after consideration of the following factors:

- Supplier's established expertise.
- Supplier's development.
- Supplier's current and expected future (where known) workload.
- Supplier's current capacity.

Declared Supplier conflicts of interest will also influence a decision on allocation by informed rotation. To ensure that the Authority's operational needs remain paramount, Suppliers will not be able to challenge or change the allocation of work for these work packages, unless circumstances are truly exceptional.

2 For Expression of Interest Work Package Allocation (Lot 3 and Lot 4)

Where a Work Package requires a Supplier to provide an Expression of Interest, (EOI) the Authority shall:

- Issue a written request inviting the centres to express an interest in the Work Package;
- Assess the Supplier's expertise in the subject area, capacity and ability to deliver the Work Package;
- At its discretion issue an Instruction to Proceed which shall contain:

- A clear Instruction to Proceed;
- All available documentation and data (or detail of how to access data) that the Authority is aware of at the point of commissioning the Work Package;
- Work Package specific Milestones;
- Work Package specific SLAs / KPIs;
- The Authority's named point of contact for the Work Package.

The Supplier shall respond to the EOI within the allocated timeframe detailed in the EOI request and on receipt of the Instruction to Proceed, deliver the Work Package to the Milestones, timescales and SLA detailed in the Work package Instruction to Proceed documentation.

ANNEX 4

Instruction to Proceed

Supplier	NAME
Call-off Order number	
Work Package number	
Work Package name	
Date Instruction to Proceed issued by NICE	
Work Package start date. The EAC is required to start work on the date shown	
Completion date for the Work Package	
Funding end date. The date up to which the project is funded to by the costs in this Instruction to Proceed	
Project Lead contact details and information specific to this work package only	Please liaise with [project lead and email] regarding project management or if you require any additional information. Please send the name and contact details of your allocated lead for this work package to the person issuing this instruction and copied to the the Authority Project Lead and [Name]
Commissioner	National Institute for Health and Care Excellence Level 1A City Tower Piccadilly Plaza Manchester M1 4BT Telephone: 0300 323 0140 Fax: 0300 323 0149
Instruction to Proceed issued by	[Name]
the Authority Authorised Officer	[Name]

Work Package category and associated modules and costs

1. Work Package costs are fixed and no further costs shall be paid for by the Authority without prior written consent of the Authority.
2. Work Package costs shall comply with costs as agreed in Schedule 2 of the Framework Agreement.

Work Package category	Work Package description	Unit Cost (excl. VAT)	Total Work Package costs (excl. VAT)
	Work Package type		£xx,xx
	• Module name	£xx,xx	
	• Module name	£xx,xx	
	• Module name	£xx,xx	
	• Module name	£xx,xx	
	• Module name	£xx,xx	
	• Module name	£xx,xx	

Work Package instructions and Key Milestones

Item no.	Item Description	Data
Key Milestones		
1	Work Package start date. The EAC is required to start work on the date shown. This defines week 01.	[date]
2	Key Milestone 1	[date]
3	Key Milestone 2	[date]
4	Key Milestone 3 - Completion date for the Work Package.	[date]
Other instructions		
5	Progress Reports required?	[Yes/No]
6	Progress reports	To be sent fortnightly
7	Instructions and specification specific to this Work Package only	[N/A/ Please see attached Expression of Interest/ Work Package Specification]
8	Authority to provide quality and performance feedback to the Supplier	[Yes/No] Within 10 working days of completion of work package
9	Supplier to provide quality and performance response to NICE	[Yes/No] Within 10 working days of feedback from NICE

- **Other instructions**

Performance Management feedback to the Authority

Where required by the Instruction to Proceed, you should complete a PMF T2 for submission to the Authority.

Performance Management feedback from the Authority

The relevant Analyst or Project Lead will be responsible for completing and sending you the Performance Management Feedback PMF T1 within 10 (ten) working days of completion of the Work Package.

Please confirm your acceptance of this Work Package and key milestones as outlined above and in the project brief, by return email.

ANNEX 5

Payment Schedule

The Supplier will invoice the Authority according to the schedule below.

Amount of Funding - Year 1 (1 July 2022 – 31 March 2023)		Financial Year	Date(s) for Submission of Invoice(s)
2nd Quarter ex VAT	████████		
VAT(at prevailing rate)	████████		
2nd Quarter Total	████████	2022/23	1 October 2022
3rd Quarter ex VAT	████████		
VAT(at prevailing rate)	████████		
3rd Quarter Total	████████	2022/23	1 January 2023
4 th Quarter ex VAT	████████		
VAT(at prevailing rate)	████████		
4th Quarter Total	████████	2022/23	1 April 2023
Total ex VAT	109,881.89		
VAT (at prevailing rate)	21,976.38		
Year 1 Total incl VAT	131,858.27	2022/23	

ANNEX 6

Work Package Specific Key Personnel and Sub-contractors

Where there are no details added below, these will be added to each Instruction to Proceed.

The Suppliers Key personnel

[Role in the Supplier]:

[Name]	[Job Title]	[Company]
--------	-------------	-----------

[Role in the Supplier]:

[Name]	[Job Title]	[Company]
--------	-------------	-----------

[Role in the Supplier]:

[Name]	[Job Title]	[Company]
--------	-------------	-----------

The Authorities Key Personnel

Authorised Officer:

[Name]	[Job Title]
--------	-------------

Services Manager:

[Name]	[Job Title]
--------	-------------

ANNEX 7

Work Package Specific Suppliers and Third Party Software

[To be agreed in the Instruction to Proceed issued with the relevant Work Package.]

ANNEX 8

Variation to Agreement

Annex 8 of this Agreement between the National Institute for Health and Care Excellence and the Supplier of _____ on the ____ Day of 20xx ("the Agreement").

For the purposes of this Memorandum of Agreement:

The Authorities Authorised Officer means the individual from time to time appointed by the Authority and notified to the Supplier in writing responsible for the co-ordination of the development specified below;

This Memorandum of Agreement, pertain to the development of XXX (the "Services and Supply") to be undertaken by the Supplier and is agreed by the Supplier and the Authority as a current addition to Annex 1 and the Instruction to Proceed for Work Package RXxxx to the Agreement.

The Development Services and Supply will:

- be developed by the Supplier in compliance with the specifications contained in this Memorandum, and
- be developed and delivered in accordance with the terms and conditions of the Agreement.

This Development Services and Supply consists of:

To be completed

The Scope and this Memorandum may only be varied with the prior written agreement of the Authority, such agreement (if given) not to be unreasonably delayed.

The Milestones for Deliverables which are required by the Authority are detailed in this Memorandum. The Authority requires, and the Supplier will deliver quarterly a Monitoring Report in the form and by the times set out below/ within the Instruction to Proceed.

Milestones

Due Date	Milestone

--	--

The Supplier shall be deemed to have completed a Milestone by the Due Date notwithstanding any delay beyond the Due Date if such delay would not have occurred but for any act or omission of the Authority, anything done or omitted to be done on the Authority's instructions or any other act or omission of a third party which was beyond the reasonable control of the Supplier (for the avoidance of doubt such third parties do not include the Supplier's sub-contractors).

Terms defined in the Agreement shall bear the same meanings in this Memorandum of Agreement, unless otherwise stated, or the context otherwise requires.

_____	_____
Signature on behalf of the Supplier	Signature on behalf of the Authority
Name	Name
Job Title	Job Title
Date	Date



Issuer National Institute for Health and Care Excellence

Document generated Tue, 31st May 2022 13:29:37 BST

Document fingerprint 0f6041af5fe96be1409e806c7d90ad62

Parties involved with this document

Document processed

Party + Fingerprint

Mon, 6th Jun 2022 8:19:51 BST	[REDACTED] - Signer [REDACTED]
Mon, 6th Jun 2022 12:56:28 BST	[REDACTED] - Signer [REDACTED]
Mon, 6th Jun 2022 13:29:55 BST	[REDACTED] - Signer [REDACTED]
Tue, 7th Jun 2022 9:19:18 BST	[REDACTED] - Signer [REDACTED]
Tue, 7th Jun 2022 14:56:41 BST	[REDACTED] - Signer [REDACTED]
Wed, 8th Jun 2022 11:30:38 BST	[REDACTED] - Signer [REDACTED]

Audit history log

Date

Action

Wed, 8th Jun 2022 11:30:43 BST	[REDACTED] viewed the envelope. [REDACTED]
Wed, 8th Jun 2022 11:30:38 BST	The envelope has been signed by all parties. [REDACTED]
Wed, 8th Jun 2022 11:30:38 BST	[REDACTED] signed the envelope. [REDACTED]
Wed, 8th Jun 2022 11:30:04 BST	[REDACTED] viewed the envelope. [REDACTED]
Tue, 7th Jun 2022 14:56:43 BST	[REDACTED] viewed the envelope. [REDACTED]
Tue, 7th Jun 2022 14:56:42 BST	Document emailed to [REDACTED]
Tue, 7th Jun 2022 14:56:41 BST	Sent the envelope to [REDACTED] for signing. [REDACTED]
Tue, 7th Jun 2022 14:56:41 BST	[REDACTED] signed the envelope. [REDACTED]
Tue, 7th Jun 2022 14:56:14 BST	[REDACTED] viewed the envelope. [REDACTED]
Tue, 7th Jun 2022 9:19:20 BST	[REDACTED] viewed the envelope. [REDACTED]
Tue, 7th Jun 2022 9:19:18 BST	Document emailed to [REDACTED]
Tue, 7th Jun 2022 9:19:18 BST	Sent the envelope to [REDACTED] for signing. [REDACTED]
Tue, 7th Jun 2022 9:19:18 BST	[REDACTED] signed the envelope. [REDACTED]
Tue, 7th Jun 2022 9:12:57 BST	[REDACTED] viewed the envelope. [REDACTED]

Mon, 6th Jun 2022 13:29:58 BST	[REDACTED] viewed the envelope. [REDACTED]
Mon, 6th Jun 2022 13:29:56 BST	Document emailed to [REDACTED]
Mon, 6th Jun 2022 13:29:55 BST	Sent the envelope to [REDACTED] [REDACTED]
Mon, 6th Jun 2022 13:29:55 BST	[REDACTED] signed the envelope. [REDACTED]
Mon, 6th Jun 2022 13:28:13 BST	[REDACTED] viewed the envelope. [REDACTED]
Mon, 6th Jun 2022 13:28:11 BST	[REDACTED] opened the document email. [REDACTED]
Mon, 6th Jun 2022 13:15:15 BST	[REDACTED] opened the document email. [REDACTED]
Mon, 6th Jun 2022 12:56:31 BST	[REDACTED] viewed the envelope. [REDACTED]
Mon, 6th Jun 2022 12:56:29 BST	Document emailed to [REDACTED]
Mon, 6th Jun 2022 12:56:28 BST	Sent the envelope to [REDACTED] for signing. [REDACTED]
Mon, 6th Jun 2022 12:56:28 BST	[REDACTED] signed the envelope. [REDACTED]
Mon, 6th Jun 2022 12:54:51 BST	[REDACTED] viewed the envelope. [REDACTED]
Mon, 6th Jun 2022 8:19:53 BST	[REDACTED] viewed the envelope. [REDACTED]
Mon, 6th Jun 2022 8:19:51 BST	Document emailed to [REDACTED]
Mon, 6th Jun 2022 8:19:51 BST	Sent the envelope to [REDACTED] [REDACTED] for signing. [REDACTED]
Mon, 6th Jun 2022 8:19:51 BST	[REDACTED] signed the envelope. [REDACTED]
Mon, 6th Jun 2022 8:18:52 BST	[REDACTED] viewed the envelope. [REDACTED]
Wed, 1st Jun 2022 13:00:48 BST	[REDACTED] viewed the envelope. [REDACTED]
Wed, 1st Jun 2022 9:25:10 BST	Document emailed to [REDACTED]
Wed, 1st Jun 2022 9:25:10 BST	Sent [REDACTED] a reminder to sign the document. [REDACTED]
Wed, 1st Jun 2022 9:20:58 BST	[REDACTED] opened the document email [REDACTED]
Wed, 1st Jun 2022 9:20:58 BST	[REDACTED] opened the document email. [REDACTED]
Wed, 1st Jun 2022 9:20:37 BST	[REDACTED] opened the document email. [REDACTED]
Wed, 1st Jun 2022 9:17:54 BST	[REDACTED] the document email. [REDACTED]
Tue, 31st May 2022 13:36:35 BST	Document emailed to [REDACTED]
Tue, 31st May 2022 13:36:34 BST	Sent the envelope to [REDACTED] for signing. [REDACTED]
Tue, 31st May 2022 13:32:19 BST	[REDACTED] has been assigned to this envelope [REDACTED]
Tue, 31st May 2022 13:32:19 BST	[REDACTED] has been assigned to this envelope [REDACTED]
Tue, 31st May 2022 13:32:19 BST	[REDACTED] has been assigned to this envelope [REDACTED]
Tue, 31st May 2022 13:32:19 BST	[REDACTED] has been assigned to this envelope [REDACTED]
Tue, 31st May 2022 13:32:19 BST	[REDACTED] has been assigned to this envelope [REDACTED]
Tue, 31st May 2022 13:32:19 BST	[REDACTED] has been assigned to this envelope [REDACTED]
Tue, 31st May 2022 13:29:50 BST	Document generated with fingerprint 0 [REDACTED] [REDACTED]
Tue, 31st May 2022 13:29:37 BST	Envelope generated by [REDACTED]