



Crown
Commercial
Service

IBM Call Off Order Form for Management Consultancy Services

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND CALL OFF TERMS

PART 1 – CALL OFF ORDER FORM

SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of **RM3745** dated *4th September 2017*.

The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

Order Number	TBC
From	Department for Business Energy and Industrial Strategy [REDACTED], Deputy Director Vaccines Taskforce
To	IBM UNITED KINGDOM LIMITED [REDACTED] Authorised Signatory

SECTION B

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 25th June 2020
	Expiry Date: End date of Initial Period: 15th September 2020 End date of Extension Period: 15th December 2020 Minimum written notice to Supplier in respect of extension: 1 month

SERVICES

2.1	<p>Services required:</p> <p>2.1.1 <i>Individuals will be asked to fulfil Technical Project Management roles in each of the following Workstreams</i></p> <p>1 - Vaccine Procurement 2 - Trials, Testing and Regulatory 3 - Manufacturing and Supply 4 - Vaccine Deployment</p> <p>Role Description</p> <ul style="list-style-type: none"> • Support the Customer Workstream Leads with developing and tracking of robust Project Plans covering key activities, deliverables, milestones, critical path, dependencies, resources, budget and timings that meet the short, medium and long-term Workstream Objectives • Support the implementation of programme governance across the Workstream – tracking progress versus plan, funding status, key issues & risks are reported and available for escalation in an accurate manner • Support the Customer Workstream Lead with the development and implementation of Risks and Issues management plans. • On behalf of the Workstream, develop Management Reporting for the Steering Group so the Vaccine Taskforce Leadership are accurately informed of progress, key blockers, key risks/issues, dependencies. • On behalf of the Workstream, report the Project Health of the Projects that comprise the Workstream and which feeds reporting to key Government stakeholders. • Support the Customer Workstream Lead with the funding plans for their Workstream to enable ongoing delivery and success • Support the Customer Workstream Leads with developing and submitting Business Cases for funding for delivery of the Workstream projects • Work with BEIS on the review and approval process of the submitted Business Cases • Work with the Customer Workstream Leads to monitor and track the Project Spend for the Projects that comprise the Workstream • Work with the Customer Workstream Leads to provide support for and participation in key meetings that support the delivery of the Workstream • Support the execution of the Programmes Communications Plans within the Workstream • Enable a consistent approach across the Workstreams <p>2.1.2. Data Science and Modelling</p> <ul style="list-style-type: none"> • Design, build and implement a scenario planning tool to allow the wider team to assess different scenarios in relation to the fill-finish capacity the UK has for candidate COVID-19 vaccines over the short to medium term, producing reports suitable for communications to wider stakeholders • The tool is required within a target 2 week time period and the scope and complexity of the model should be tailored to meet that requirement, ensuring the focus is on the current most critical issues • Following completion of the scenario planning tool referenced above, develop iterations of the tool incorporating additional scope, complexity or functionality. These additions will be prioritised following discussions with stakeholders with the options and implications being presented • As Customer user requirements become more clearly defined continuously assess which modelling tools would be most appropriate and advise on the options available
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	<ul style="list-style-type: none"> Develop an understanding of the wider scope of work of the Vaccine Taskforce, identifying areas where analytics may be deployed to further the aims of the program <p>2.1.3. Key Risks across the End to End Supply Chain for Vaccines</p> <ul style="list-style-type: none"> Identify the key risks across the End to End Supply Chain incorporating the key suppliers and establish mitigations across the different stakeholders with input from key stakeholders Work with Project Managers to determine and document mitigations and prioritisation of risk mitigation activities When agreed, the ownership and responsibility for implementing mitigating actions will be owned by the relevant Project Managers, although there may be some agreed exceptions (e.g. Cyber mitigations) Incorporate the Risks and Mitigations into the Programme RAID Log <p>2.3 Given the nature of the Services to be provided by the Supplier under this Call Off Contract no licenses to any Supplier Background IPR is granted and thus clauses 34.3, 34.4 and 34.5 in the Call Off Terms do not apply to this Call Off Contract.</p> <p>2.4 Customer responsibilities:</p> <ul style="list-style-type: none"> BEIS will make their team members and information available in a timely manner to enable the IBM team to carry out their work. Requests on the detailed work for IBM team members will be confirmed by BEIS or vaccine task force members in writing
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PROJECT PLAN

3.1.	Not required, however there is a requirement for a transition plan to allow for continuity of the PMO function provided by the supplier that must be delivered to [REDACTED] four (4) weeks before the end of this agreement.
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CONTRACT PERFORMANCE

4.1.	Standards: Not applicable
4.2	Service Levels/Service Credits: Not applied
4.3	Critical Service Level Failure: Not applied

4.4	Performance Monitoring: Not applied
4.5	Period for providing Rectification Plan: Should rectification be required, IBM will have a minimum of two full weeks to address the client concerns.

PERSONNEL

5.1	Key Personnel: <div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 5px;"></div> – Deputy Director, Vaccines Task Force PMO, BEIS <div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 5px;"></div> Authorised Signatory, IBM
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): Not applicable

PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): As per framework rates card: <div style="background-color: black; width: 100%; height: 200px; margin-top: 10px;"></div>
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6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): As per Annex 2 of Call-off Schedule 3
6.3	Reimbursable Expenses: Not permitted
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): 1 Victoria Street, London SW1H 0ET
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Charges fixed for the duration of this Call Off Contract
6.6	Supplier periodic assessment of Call Off Contract Charges (paragraph 9.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)) will be carried out on: Not applicable
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Not permitted

LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £700k (seven hundred thousand pounds) (ex VAT)
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); As per clause 37
7.3	Insurance (Clause 38.3 of the Call Off Terms): Not applicable

TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms): As per Clause 42.2
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8.2	Termination without cause notice period (Clause 42.7 of the Call Off Terms): 5 Working Days
8.3	Undisputed Sums Limit: Not applicable
8.4	Exit Management: Transition plan required as per section 3.1

SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets:	Supplier's inspection of Sites, Customer Property and Customer Assets: Not required
9.2	Commercially Sensitive Information: .	Commercially Sensitive Information: Information associated with the programme is deemed to be commercially sensitive for ten (10) years, unless subject to a FOI request

OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): Recital A
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not applicable
10.3	Security: The Supplier has been provided with details of the Taskforce security policy with which compliance is required No hard copies and no personal printing of any information associated with programme other than on Customer printers is permitted
10.4	ICT Policy: BEIS kit must be used and BEIS IT policy, which has been provided, complied with.
10.5	Business Continuity & Disaster Recovery: Not applicable

10.6	Recitals (in preamble to the Call Off Terms): Recital A
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): BEIS IT systems must be used No Customer Data is to be taken of Customer laptops.
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: 1 Victoria Street London SW1H 0ET [REDACTED] Supplier's postal address and email address: [REDACTED] Authorised Signatory Life Sciences Lead IBM Services IBM United Kingdom Limited PO Box 41, North Harbour Portsmouth Hampshire, PO6 3AU [REDACTED]
10.10	Transparency Reports See below
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: The initial term of this agreement will be 3 months with the option to extend for 3 months. The maximum value of this initial 3 month agreement will be £700k. [REDACTED] [REDACTED]

10.12	Call Off Tender: Not applicable
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) No hard copies and no personal printing of any information associated with programme other than on HMG printers is permitted
10.14	Staff Transfer Not applicable
10.15	Processing Data No personal data will be processed by IBM under this call off. If BEIS wishes to change this provision it will contact IBM in advance.
10.16	MOD DEFCONs and DEFFORM Not applicable




FORMATION OF CALL OFF CONTRACT

BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services in accordance with the terms Call Off Order Form and the Call Off Terms.

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

For and on behalf of the Supplier:

Name and Title	 Deputy Director, PMO
Signature	 
Date	31st July 2020

For and on behalf of the Customer:

Name and Title	 Authorised Signatory
Signature	
Date	28 June 2020