

Crown Commercial Service

Call Off Order Form for Management Consultancy Services

LOT NUMBER: 4, HRA 2408020

Support to Health Research Authority: Research Review Programme

FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM

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 Strategic Consultancy Services dated **04 September 2018**.

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 Template Call Off Order Form and the Call Off Terms.

Order Number	[TBC]
From	Health Research Authority Skipton House, 80 London Rd, Elephant and Castle, London SE1 6LH ("CUSTOMER")
To	Deloitte LLP 1 New Street Square, London, EC4A 3HQ ("SUPPLIER")
Date	12 th October 2020 ("DATE")

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: 12 th October 2020
1.2.	Expiry Date: End date of Initial Period: 31 st January 2021

2. SERVICES

2.1 Services required:

The HRA wishes to revise its research ethics review model, building on the lessons learned from reviewing COVID-19 research and operating in a virtual environment. The goal is a research ethics service which is more streamlined, proportionate and provides a user-friendly service to applicants.

The HRA also wishes to develop a model for a free-to-use public registry for clinical trials, fulfilling part of the commitments in the HRA's Make it Public strategy.

This project will require three phases (with phases 2 and 3 running concurrently):

Phase 1: Fast-track clinical trials review service

• [REDACTED]

Phase 2: Streamlined REC review service

• [REDACTED]

Phase 3: Clinical trials research registry

• [REDACTED]

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3. PROJECT PLAN

3.1.	
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4. CONTRACT PERFORMANCE

4.1.	Standards: Supplier will perform the Services with reasonable skill and care in the circumstances.
4.2	Service Levels/Service Credits: Not applicable
4.3	Critical Service Level Failure: Not applicable

4.4	Performance Monitoring: Not applicable
4.5	Period for providing Rectification Plan: In Clause 39.2.1(a) of the Call Off Terms

5. PERSONNEL

5.1	Key Personnel: [REDACTED] Engagement Partner (Director/Partner) [REDACTED] Project Delivery Lead (Director/Partner)
5.2	Relevant Convictions (Clause 28.2 of the Call Off Terms): None

6. PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): Our charges for the exploratory work will be on a time and materials basis, fixed at £240,600 including expenses, plus value added tax. This fixed charge is based on your fulfilling your responsibilities and the accuracy of any stated Assumptions. We will bill you the full amount for our Services (£240,600 + VAT) by the 28 th of February 2021.
6.2	Payment terms/profile The Supplier shall invoice at the end of the project.
6.3	Reimbursable Expenses: Permitted
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Health Research Authority T71 Payables F275 Phoenix House Topcliffe Lane Wakefield West Yorkshire WF3 1WE
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): For the duration of the Initial Period.
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

7. LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: The sum of £240,600
7.2	Supplier's limitation of Liability (Clause 37.2.1 of the Call Off Terms); In Clause 37.2.1 of the Call Off Terms
7.3	Insurance (Clause 38.3 of the Call Off Terms): The Supplier holds all necessary insurance policies in accordance with Framework Schedule 14.

8. TERMINATION AND EXIT

8.1	Termination on material Default (Clause 42.2 of the Call Off Terms): In Clause 42.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 42.7 of the Call Off Terms): In Clause 42.7 of the Call Off Terms
8.3	Undisputed Sums Limit: In Clause 43.1.1 of the Call Off Terms
8.4	Exit Management: Final handover and project closure meeting will be arranged at the end of the project where all final deliverables are handed over and knowledge exchange takes place.

9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable
9.2	Commercially Sensitive Information: The Supplier considers any information relating to personal information on individuals (CV's, contact details etc.), information relating to our pricing, information containing details of our cost base particularly non-public details of the Suppliers insurance

	arrangements, information relating to the Suppliers proprietary information as well as our approach and our methodologies to be commercially sensitive/ confidential and as such exempt from disclosure under the Freedom of Information Act 2000 ("FoIA") and HM Government's Transparency Agenda. The Customer will notify the Supplier as soon as reasonably possible if they receive a request to disclose such information and prior to any disclosure or publication, so that they may take into account any representations made by the Supplier about the applicability of the FoIA exemptions to such information. If, following consultation, the Customer does disclose the information; the Supplier requests that any disclaimer be reproduced in full in any copies issued.
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10. 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: Short form security requirements
10.4	ICT Policy: Not applied
10.6	Not applied
10.7	NOT USED
10.8	Protection of Customer Data (Clause 35.2.3 of the Call Off Terms): N/A – No personal identifiable information will be required for this project and the customer will ensure that this is not shared.
10.9	Notices (Clause 56.6 of the Call Off Terms): Customer's postal address and email address: Health Research Authority, Skipton House, 80 London Rd, Elephant and Castle, London [REDACTED] Supplier's postal address and email address: Deloitte LLP, 1 New Street Square, London EC4A 3HQ [REDACTED]
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports)
10.11	Alternative and/or Additional Clauses from Call Off Schedule 14 and if required, any Customer alternative pricing mechanism: Not applicable

10.12	Call Off Tender: Tender number: HRA 2408020 submitted 22 nd of September 2020.
10.13	Publicity and Branding (Clause 36.3.2 of the Call Off Terms) Not applicable
10.14	Staff Transfer Annex to Schedule 10, List of Notified Sub-Contractors (Call Off Tender).
10.15	Processing Data Call Off Schedule 17 Authority Data Protection Officer: [REDACTED] Supplier Data Protection Officer: [REDACTED]



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.


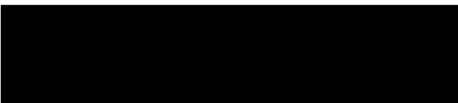


The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

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	
Signature	
Date	14 th October 2020

For and on behalf of the Customer:

Name and Title	 Chief Executive
Signature	
Date	29 th October 2020
Name and Title	 Deputy Chief Executive and Finance Director
Signature	
Date	28 th October 2020
Name and Title	
Signature	
Date	

CALL OFF SCHEDULE 17: PROCESSING DATA
Authorised Processing Template

1. The contact details of the Authority Data Protection Officer is included in 10.15 of the Order Form (Attachment 5a).
2. The contact details of the Supplier's Data Protection Officer is included in 10.15 of the Order Form (Attachment 5a).

3. The Processor shall comply with any further written instructions with respect to processing by the Controller.

4. Any such further instructions shall be incorporated into this Schedule.

Description Of Authorised Processing	Details
Identity of the Controller and Processor	1.1 OPTION A: Authority as Controller The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Contractor is the Processor in accordance with Clause 1.1.
Subject matter of the processing	Non-personally identifiable information, aggregated HRA business analytics
Duration of the processing	12.10.20 – 31.01.21
Nature and purposes of the processing	Business improvement and analysis
Type of Personal Data	N/A
Categories of Data Subject	Non-personally identifiable information and business analytics