

**Health Systems Support Framework: Template Order Form for U16 Cancer Patient  
Experience Survey 2023-2026**

<b><u>References and Date</u></b>	
<b>Order Reference Number</b>	HSSF23-026
<b>Date of Order Form</b>	Please see final signature below.
<b><u>Parties and Key Persons</u></b>	
<b>Authority</b>	<b>NHS England</b> , Wellington House, 133-155 Waterloo Road, London, SE1 8UG
<b>Suppliers</b>	<b>Picker Institute Europe</b> , Suite 6, Fountain House, 1200 Parkway Court, John Smith Drive, Oxford, OX4 2JY
<b>Principal Supplier(s)</b>	Not Used.
<b>Key Roles for the supply or performance of the Deliverables and the personnel who will fill those Key Roles (“Key Personnel”)</b>	Not Used.
<b>Contract Managers</b>	<b>Authority’s Contract Manager:</b> <span style="background-color: black; color: black;">[REDACTED]</span> <b>Supplier’s Contract Manager:</b> <span style="background-color: black; color: black;">[REDACTED]</span>

<b>Lead Contract Manager (if applicable)</b>	Not Used					
<b>Person(s) to receive notices under the Contract</b>	<table border="1"> <tr> <td>Authority's nominated person and contact details for service of notices</td><td> <div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 5px;"></div> Wellington House, 133- 155 Waterloo Road, London, SE1 8UG </td></tr> <tr> <td>Supplier's nominated person and contact details for service of notices</td><td> <div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 5px;"></div> Suite 6, Fountaion House, 1200 Parkway Court, John Smith Drive, Oxford, OX4 2JY </td></tr> </table>		Authority's nominated person and contact details for service of notices	<div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 5px;"></div> Wellington House, 133- 155 Waterloo Road, London, SE1 8UG	Supplier's nominated person and contact details for service of notices	<div style="background-color: black; width: 100px; height: 1.2em; margin-bottom: 5px;"></div> Suite 6, Fountaion House, 1200 Parkway Court, John Smith Drive, Oxford, OX4 2JY
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<b><i>Notified Sub- contractors in the event of a TUPE transfer at a Relevant Commencement Date</i></b>	Not Applicable.					
<b><u>General</u></b>						
<b>Status of Order Form</b>	<p>Issue of this Order Form is an "invitation to treat" by the Authority following the Suppliers' Call-Off ITT Response submitted by the Supplier(s) in response to the relevant mini-competition conducted under and in accordance with the Framework Agreement. On the signature of the Order Form by the Suppliers and its return to the Authority, the signature of the Order Form by the Authority shall be the point at which a contract is formed between the Authority and the Suppliers. This Order Form, together with the Call-Off Terms and Conditions and the applicable provisions of the Framework Agreement (and the other provisions as set out in the Call-Off Terms and Conditions) form a contract (defined as "the Contract" in the Call-Off Terms and Conditions) between the parties as at and from the date of this Order Form.</p> <p>All terms defined in the Call-Off Terms and Conditions have the same meaning when utilised in this Order Form.</p>					
<b>Call-Off Terms and Conditions</b>	<p>The Call-Off Terms and Conditions comprise the following Schedules of Appendix A of the Framework Agreement:</p> <table border="1" style="width: 100%;"> <tr> <td style="width: 30%;"><b>Schedule 1</b></td><td>Key Provisions</td></tr> </table>		<b>Schedule 1</b>	Key Provisions		
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	<b>Schedule 2</b>	General Terms and Conditions
	<b>Schedule 3</b>	Definitions and Interpretations Provisions
	<b>Schedule 4</b>	This Order Form
	<b>Schedule 5</b>	Information Governance
	<b>Schedule 6</b>	Security Management
	<b>Schedule 7</b>	Standards
	<b>Schedule 8</b>	Software
	<b>Schedule 9</b>	Installation and Commissioning Services
	<b>Schedule 10</b>	Maintenance Services
	<b>Schedule 11</b>	Guarantee
	<b>Schedule 12</b>	Staff Transfer
	<b>Schedule 13</b>	Change Control Process
	<b>Schedule 14</b>	Calculation of Termination Sum
	<b>Schedule 15</b>	Not Used
	<b>Schedule 16</b>	Acceptance Testing
	<b>Schedule 17</b>	Benchmarking
	<b>Schedule 18</b>	Governance
	Any additional Extra Key Provisions set out at Annex 2 below shall be incorporated into the Contract formed by the signature and completion of this Order Form.	
<b>Framework Agreement</b>	The Health Systems Support Framework established by NHS England for and on behalf of NHS England and other contracting authorities. (the “ <b>Framework Agreement</b> ”).	
<b>Call-Off ITT</b>	The Call-Off ITT as issued by the Authority to invite responses to the relevant mini-competition conducted under and in accordance with the Framework Agreement.	
<b>Call-Off ITT Response</b>	The Suppliers’ response to the relevant Call-Off ITT submitted by the Suppliers in response to the relevant mini-competition conducted under and in accordance with the Framework Agreement and initiated by the issue of a Call-Off ITT by the Authority.	
<b>Contract Meetings</b>	Weekly telephone meetings and up to three face-to-face meetings (per survey year). Review meetings will be held at least twice a year. An inception meeting will be required at the start of the Contract.	

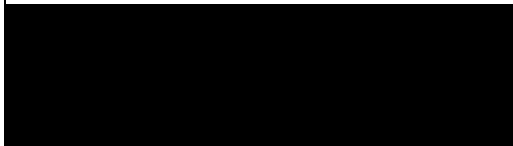
<b><u>Contract Term and Termination Provisions</u></b>	
<b>Term of the Contract</b>	<p>The maximum term of the contract will be 55 months; 1 September 2023 – 31 March 2028.</p> <p>Funding has been approved for FY 2023/24 only therefore the minimum term of the contract could be 7 months; 1 September 2023 – 31 March 2024.</p>
<b>Extension of Term</b>	No extension period permitted.
<b>Unilateral Authority right of termination notice period</b>	The Authority may terminate this Contract on an annual basis (31 March of each contract year) by issuing a Termination Notice to the Supplier on three (3) months' written notice.
<b>Insurance on Expiry or Termination</b>	<p>On the expiry or earlier termination of this Contract, the Suppliers are required to ensure that:</p> <ol style="list-style-type: none"> <li>1) unless otherwise required in the Extra Key Provisions, any ongoing liability that they have or may have arising out of this Contract shall continue to be the subject of appropriate insurance and/or indemnity arrangements and/or membership of the risk pooling statutory schemes for the period of six (6) years from termination or expiry of this Contract; and</li> <li>2) where the Deliverables or any part of them could result in liability to any patient in respect of care and/or advice funded by an NHS body, any ongoing liability that the Suppliers have or may have arising out of this Contract shall continue to be the subject of appropriate insurance and/or indemnity arrangements and/or membership of the risk pooling statutory schemes for the period of up to twenty-one (21) years from termination or expiry of this Contract.</li> </ol>
<b><u>Contract Deliverables</u></b>	
<b>Deliverables</b>	<p>The Deliverables to be provided by the Supplier(s) under the Contract shall be the Services and/or Ad Hoc Services and/or Goods and/or any other requirement whatsoever (including without limitation any item, feature, material, outcome or output). The Deliverables are described at Annex 1 Part 1 of this Order Form ("the Specification"), shall be provided from the Deliverables</p>

	<p>Commencement Date set out below in accordance with the KPIs set out in the Specification.</p> <p>Where the Suppliers are comprised of more than a single Supplier the Supplier Matrix at Annex 1 of the Order Form, shall indicate which portion of the Deliverables are to be provided by which of the Suppliers.</p>
<b>Deliverables Commencement Date</b>	1 September 2023
<b>Services Commencement Date</b>	1 September 2023
<b>Long Stop Date</b>	1 September 2023
<b>Implementation Plan</b>	The implementation plan (also known as Project Plan) submitted as part of the Call-Off ITT Response (if required by the relevant mini-competition conducted in accordance with the Call-Off ITT) and set out at Annex 4 below.
<b>Information Security Management Plan</b>	The information security management plan submitted as part of the Call-Off ITT Response (if required by the relevant mini-competition conducted in accordance with the Call-Off ITT) and set out at Annex 5 below, as may be amended from time to time in accordance with Schedule 6 of the Call-Off Terms and Conditions.
<b><u>Premises and Property</u></b>	
<b>Premises and Location(s) for the Delivery of the Deliverables</b>	The services will be provided at the premises of the supplier and at such locations within those premises.
<b><u>Information Governance</u></b>	
<b>Information Governance Provisions (Schedule 5)</b>	<p>The default position under the Call-Off Terms and Conditions is that the Authority shall act as a Controller and the Supplier shall act as a Processor.</p> <p>Alternative information governance provisions will be required in the following situations:</p> <p>i) where the Authority and the Suppliers are joint data Controllers;</p>

	<p>ii) where the Suppliers (and not the Authority) are Controllers; and/or</p> <p>iii) where the contract involves the processing of anonymised/ pseudonymised data within a controlled environment.</p>
<b>Processing of Personal Data</b>	Please see Annex 7
<b><u>Contract Price and Payment</u></b>	
<b>Contract Price</b>	The price(s) to be paid by the Authority to the Suppliers for the provision of the Services, as set out in the Call-Off ITT Response and reproduced at Annex 3.
<b>Financial Model</b>	The Suppliers' Financial Model submitted if required by the Authority in the Supplier's Call-Off ITT Response and reproduced at Annex 3.
<b>Total Contract Price for the purposes of Clause 19 (Limitation of Liability)</b>	As outlined in Annex 3 of this Order Form
<b>Payment Provisions</b>	<p>The payment terms for the payment by the Authority to the Suppliers of the Contract Price for the Services, as set out in the Call-Off ITT and reproduced at Annex 3; and</p> <p>The level of reimbursement by the Suppliers to the Authority relating to any service credits in respect of failures by the Suppliers to meet the KPIs, as set out in the Call-Off ITT and reproduced at Annex 3.</p>

**Signed by the authorised representative of the AUTHORITY**

**NHS England Signature:**



Full Name: 

Job Title/Role: Director of Financial Control

Date Signed: 7 September 2023

**Signed by the authorised representative of the SUPPLIER**

**Picker Institute Europe Signature:**



Full Name: 

Job Title/Role: CEO

Date Signed: 31/08/2023

## **Order Form Annexes**

### **Annex 1**

Part 1: Specification

Part 2: KPI Overview

### **Annex 2**

Extra Key Provisions

### **Annex 3**

Contract Price and Payment Terms

Maximum Payments on Unilateral Termination

Supplier's Financial Model

### **Annex 4**

Project Plan

### **Annex 5**

Information Security Management Plan

### **Annex 6**

Supplier Solution

### **Annex 7**

Processing of Personal Data

### **Annex 8**

Board Representations and Structures

### **Annex 9**

Standard Licence Terms

### **Annex 10**

Notified Sub-Contractors

### **Annex 11**



Supplier Software and Third Party Software

## **Annex 1**

### **Annex 1 Part 1: Specification**

**REDACTED**

## **Extra Key Provisions**

### **1. Termination for Convenience**

- 1.1. The Authority may terminate this Contract on an annual basis (31 March of each contract year) by issuing a Termination Notice to the Supplier on three (3) months' written notice.

### **2. Purchase Orders**

- 2.1. The Authority shall issue a Purchase Order to the Supplier in respect of any Services to be supplied to the Authority under this Contract. The Supplier shall comply with the terms of such Purchase Order as a term of this Contract. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Contract prior to the receipt of a Purchase Order covering the relevant Services shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Services covered by a valid Purchase Order.

## **Annex 3**

### **Contract Price and Payment Terms**

**REDACTED**

## **Annex 4**

### **Project Plan**

**REDACTED**

## **Annex 5**

### **Information Security Management Plan**

Not Used.

## **Annex 6**

### **Supplier Solution**

**REDACTED**

## **Annex 7**

### **Processing of Personal Data**

**REDACTED**

## **Annex 8**

### **BOARD REPRESENTATIONS AND STRUCTURES**

Not Used.



## **Annex 9**

### **Standard Licence Terms**

Not Used

## **Annex 10**

### **Notified Sub-Contractors**

Not Used

## **Annex 11**

### **Supplier Software and Third Party Software**

Not Used.