

Work Order

This document is a Work Order according to the definitions contained within the provisions of the Call Off Contract, dated 3rd May 2018 between **BLOOM PROCUREMENT SERVICES LTD**, and **NHS DIGITAL** and the Specialist Service Provider contract dated 15th June 2021, between **BLOOM PROCUREMENT SERVICES LTD** and **TP BENNETT LLP**. Except where stated herein, all the clauses and conditions specified in the said contracts are included herein by reference and form part of this Work Order.

We are delighted to advise that **BLOOM PROCUREMENT SERVICES LTD** have been authorised to obtain the following services on behalf of the Contracting Authority.

Project Number:	Project_3387 Contract_5516
Project Name:	NEPRO2 - NHS Digital national interiors and graphical design support
SPS Provider:	TP BENNETT LLP
For the attention of:	[REDACTED]
E-mail:	[REDACTED]
Telephone number:	020 7208 2000
Address:	One America Street London United Kingdom SE1 ONE

Description of Specialist Professional Services / deliverables required:

TP BENNETT LLP have been appointed to provide National support to underpin NHS Digital's recent relocation and new ways of working changes, as well as graphical / brand requirements.

Scope of the Contract

TP BENNETT LLP will deliver consultancy pertaining to various finishing touches to the Leeds Hub, changes / new asks to building layout nationally and various levels of graphical design to support branding and culture

Detailed Requirements

Whilst NHSD have now started COVID occupation of their new space in the Leeds Hub, there remain some aspects of the project which require design support. Additionally, there is support required to design and implement changes for the WoW workstreams which will have national implications and to provide design, guidance, and ongoing support for the post COVID building specific guidance packs at all sites, as well as the usual ad-hoc design requirements throughout the financial year.

The following is a breakdown of the anticipated design services required for NHSD over this financial year (21/22):

Leeds Hub day 2 design requirements – Some areas within the Leeds Hub were specifically removed from the project for cost and programme reasons, with the intention of completing them as part of a programme of Day 2 works. This includes some joinery elements and reconfiguration. These need to be reviewed, redesigned, and implemented where appropriate.

Leeds Hub Design Support with Amendments & Quality Assurance – There are a number of areas within the Hub which require remedial works to finalise or improve functionality. These include amendments to table sizes in the library area, alterations to shelving / display units and changes to the business lounge, carpet corrections and so on.

UX Labs in the Hub – The UX Labs on the ground floor require a full design to be undertaken. The brief is agreed, and the layouts and final specification will need to be developed for tender / fit out and furniture. There are still several considerations for the waiting area, which need to be agreed in advance with HMRC.

IT Solutions Café in the Hub – This area of the 5th floor needs to be fully designed as the area is vacant currently (though being used as a COVID IT handover space). There will need to be further discussions with the relevant teams to establish the brief for this space. Any drawings for partition walls, joinery, power and data will need to be coordinated as well as furniture specification and procurement support.

Additional Furniture in the Hub – There are some areas within the Hub which may require some additional loose furniture, mobile white boards, acoustic panels etc. These will need to be specified and coordinated with the existing furniture.

Leeds Hub Phase 2 graphics coordination and monitoring – Ambient artwork, general brand messaging, and all campaign graphics still need to be finalised, approved, and installed. There are additional asks from the H&S team, Wellbeing team and various NHSD networks for graphics / messaging space and policies as well as the outstanding terrace artwork installation. This requires design support to help coordinate and monitor the artwork production and specification and ensure a holistic approach.

Planting Scheme Leeds Hub / national – There is currently no planting across the 138,000 sq ft Hub and this may be a requirement once all the areas are finalised; design support will be required to help develop the specification and coordinate final locations across the floors. NHSD may want to roll this out on a smaller scale across all 4 locations.

WoW roll out – NHSD are reviewing ways of working in a post COVID environment. Whilst we do not yet know the outcome, we anticipate their being changes required at all 4 NHSD locations that will need design support and co-ordination. Some of this may be covered in the 'General Space Planning' element above but as we do not yet know the requirement needs to remain independent.

Building Guidance Packs – A COVID specific pack was created for the Hub. As NHSD move into a post COVID operating model they need to roll out more detailed and general guides for all 4 sites which need agreeing and designing. There is still the potential coordination of some further iconography within collaboration and meeting spaces across the floors as part of the WoW programme and final etiquette aspects of the building guides.

Digital signage and graphics refresh, non-Leeds sites – NHSD would like to take the artwork created for the Hub and the principles of both the printed and digital media and scale that to the rest of the estate.

Updating of the Estates intranet pages – whilst most of the physical work needs to be undertaken by NHSD staff, design support and co-ordination is required to ensure the pages reflect reality, offer the best digital view of the spaces, and match seamlessly with any printed or non-intranet media.

Tender Support – Given the strong design elements of some work items it is anticipated that pre and post tender support will be required in creating specifications and issuing detailed drawings to winning contractors etc.

General Space Planning / ad-hoc support / contingency – Leeds Hub / National – The designers will be required to support NHSD with ongoing Directorate changes and post Covid impacts on the layouts. This may include the integration of more pods and quiet spaces as well as a reduction in the number of workstations. It is also likely there will be an increase in the number of lockers, additional

monitoring screens requiring power and data additions and general changes to the plans. Again, this is something that may need review nationally on a reduced scale.		
Special licences, consents, conditions required as part of the deliverables?	N/A	
Specialist Professional Services Category (Primary)	Construction, Design and Engineering	
Specialist Professional Services Category (Secondary)	Structural Engineering and Design	
Commencement Date	21/06/2021	
Completion Date	31/03/2022	
Total price payable All prices to include 5% management charge Payment terms are strictly in accordance with clause 8.8 of the SPS Contract	Total: £106,300.00	
Purchase Order No	TBA	
Details of agreed expenses	N/A	
Agreed Payment schedule (Milestone schedules to be detailed below)	Payment (Milestones)	Detail: call off agreement, submissions on a monthly basis
	Payment in full option	
	Other	
Insurance Cover required	Amount (£)	
	Public Liability:	£10,000,000
	Employers Liability:	£5,000,000
	Professional Indemnity:	£1,000,000
Any further specific requirements	Nothing in this Work Order shall create a contract, legal relations, or otherwise be binding between SPS Provider and Relevant Authority. The SPS Provider understands that in relation to the Data Protection Legislation it is a Data Sub-Processor on behalf of Bloom and Bloom is a Data Processor on behalf of the Relevant Authority in respect of any Personal Data that is passed from the Relevant Authority to Bloom and from Bloom to the SPS Provider OR in respect of any Personal Data that is passed directly from Relevant Authority to SPS.	

	The attached Data Protection Schedule Annex 1 and where appropriate Annex 2 shall be completed in respect of this project.
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Invoicing procedure

The SPS Provider shall complete and submit a Service Delivery Plan via the Technology Platform. This will initiate the Self-Billing Process once approved by the Authority or requirement owner.

Milestone reporting and Payment (Subject to agreed 'Service Delivery Plan Updates')

Description		Deliverables	Invoice Frequency	Total Price
1.1	Payment Schedule 1 – Call Off – Time and Materials	As set out in Specialist Professional Services section	Monthly	£106,300.00
Total:				£106,300.00

Total Price	Commencement Date	Currency
£106,300.00	21/06/2021	Pounds Sterling

Milestones:

Line Item	Description	Start Date	End Date
Design Requirements	Leeds Hub day 2 design requirements	21/06/2021	31/03/2022
Leeds Hub Design Support	Leeds Hub Design Support with Amendments & Quality Assurance	21/06/2021	31/03/2022
UX Labs	UX Labs in the Hub	21/06/2021	31/03/2022
IT Solutions Café i	IT Solutions Café in the Hub	21/06/2021	31/03/2022
Additional Furniture	Additional Furniture in the Hub	21/06/2021	31/03/2022
Graphics coordination and monitoring	Leeds Hub Phase 2 graphics coordination and monitoring	21/06/2021	31/03/2022
Planting Scheme	Planting Scheme Leeds Hub/national	21/06/2021	31/03/2022

WoW roll out	WoW roll out	21/06/2021	31/03/2022
Building Guidance Packs	Building Guidance Packs	21/06/2021	31/03/2022
Digital signage and graphics refresh	Digital signage and graphics refresh, non-Leeds sites	21/06/2021	31/03/2022
Estates intranet pages	Updating of the Estates intranet pages	21/06/2021	31/03/2022
Tender Support	Tender Support	21/06/2021	31/03/2022
General Space Planning/ ad-hoc support/ contingency	General Space Planning / ad-hoc support / contingency – Leeds Hub / National	21/06/2021	31/03/2022

Acknowledgment re supervision and control of SPS Provider personnel

By signing this Work Order and agreeing to its terms, all parties confirm for the duration of the Services provided (subject to the contractual terms governing the services to be provided):

- 1.The Contracting Authority shall not do anything that would treat the SPS Provider as an employee of the Contracting Authority.
- 2.The Contracting Authority acknowledges that the SPS Provider is an independent contractor and therefore shall not supervise or control the work being carried out by personnel of the SPS Provider; instead the Contracting Authority shall monitor performance by ensuring BLOOM meets the performance standards set out in the Call Off Contract.
- 3.The SPS Provider is free to determine the personnel it uses to provide the services; provided that all personnel meet the standards specified by the Contracting Authority (including security clearances where applicable). The Contracting Authority shall have no right to specify that a particular worker of the SPS Provider provides the services.
- 4.The SPS Provider shall not assume any line management responsibility for any of the Contracting Authority's employees.
- 5.The SPS Provider shall use their own equipment to deliver the Services, except where the provision of equipment is necessary for security purposes.
- 6.The SPS Provider shall determine their own place and hours of work, except where the nature of the project naturally enforces restriction e.g. attending project meetings at client site during business hours.

If at any time, either party fails to comply with the above, then the Work Order will be considered as terminated. Additionally, specific attention is drawn to the warranties and indemnities in the SSA and the Call off Contract. If either the SPS Provider or the Contracting Authority breaches these provisions, the party in default may be liable for income tax or national insurance provisions.

DATA PROTECTION SCHEDULE

1. INTERPRETATION

In this Schedule:

'Data Controller'	Means the natural or legal person, public authority, agency or any other body which alone or jointly with others determines the purposes and means of the processing of personal data; where the purposes and means of processing are determined by EU or Member State laws, the controller (or the criteria for nominating the controller) may be designated by those laws.
'Data Loss Event'	Means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract
'Data Processing Schedule'	This Schedule attached and incorporated into the Contract with effect from 25th May 2018
'Data Processor'	Means a natural or legal person, public authority, agency or any other body which processes personal data on behalf of the controller whether as primary Processor and/or where it is engaged by a Data Processor as a Sub-Processor and the term "Data Processor" includes both a data Processor and a Data Sub-Processor as the context so permits and/or requires.
'Data Protection Impact Assessment'	Means an assessment by the Data Controller of the impact of the envisaged processing on the protection of Personal Data
'Data Protection Legislation'	Means the General Data Protection Regulations ('GDPR'); the Data Protection Act 2018 subject to Royal Assent and / or any other successor legislation to the GDPR or the Data Protection Act 1998; and, (iii) all applicable Law about the processing and security of personal data and privacy
'Data Protection Officer'	has the meaning given in the Data Protection Legislation?
'Data Sharing Agreement'	Means a formal agreement that documents what data is being shared and how the data can be used between the Parties
'Data Sharing Code of Practice'	Means the code of practice issued by the Information Commissioner in respect to the sharing of Personal Data.
'Data Subject Access Request'	Means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data
'Data Subject'	has the meaning given in the Data Protection Legislation.

‘Personal Data’ has the meaning given in the Data Protection Legislation.

‘Protective Measures’ has the meaning given in the Data Protection Legislation and may include pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability, and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

2. Data Protection

2.1 Any Data Processor shall (and shall procure that any of its Employees involved in the provision of the Services) comply with any requirements under the Data Protection Legislation.

2.2 In particular and without prejudice to the generality of clause 2.1 above, where SPS Provider is acting as Data Sub-Processor for Bloom and therefore consequently on behalf of the Relevant Authority within the meaning of the Data Protection Legislation for any data provided to Bloom and/or the SPS Provider then the following provisions shall apply:

2.2.1 Annex 1 to this Data Processing Schedule shall apply and the only processing that the SPS Provider is authorised to do is listed in Annex 1 (as may be amended by Bloom acting on instructions of the Relevant Authority) and may not be determined by the SPS Provider.

2.2.2 The SPS Provider shall notify Bloom immediately if it considers that any of the Relevant Authority’s instructions infringe the Data Protection Legislation.

2.2.3 The SPS Provider shall provide all reasonable assistance to Bloom and/or (if required by Bloom) directly to the Relevant Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may include:

- a) a systematic description of the envisaged processing operations and the purpose of the processing;
- b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

2.2.4 The SPS Provider shall, in relation to any Personal Data processed in connection with its obligations under these terms and conditions:

- a) Process that Personal Data only in accordance with this Data Protection Schedule and Annex 1 unless the SPS Provider is required to do otherwise by Law and if it is so required, the SPS Provider shall promptly notify Bloom before processing the Personal Data unless prohibited by law;
- b) ensure that it has in place Protective Measures, which may be reviewed and approved at any time by the Relevant Authority or by Bloom on the Relevant Authority’s instruction, as appropriate to protect the Personal Data having taken account of the:
 - i. nature of the data to be protected;
 - ii. harm that might result from a Data Loss Event;
 - iii. state of technological development; and
 - iv. cost of implementing any measures;

- c) ensure that the SPS Provider's Personnel do not process Personal Data except in accordance with this Agreement;
 - d) ensure it takes all reasonable steps to ensure the reliability and integrity of any SPS Provider's personnel or staff who have access to the Personal Data and ensure that they:
 - i. are aware of and comply with the SPS Provider's duties under this clause;
 - ii. are subject to appropriate confidentiality undertakings with the SPS Provider or any Sub-processor of the SPS Provider;
 - iii. are informed of the confidential nature of the Personal Data and do not publish, disclose, or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Data Controller or as otherwise permitted by this Agreement; and
 - iv. have undergone adequate training in the use, care, protection, and handling of Personal Data; and,
 - e) not transfer Personal Data outside of the EU unless the prior written consent of the Data Controller has been obtained by Bloom and passed to the SPS Provider, and the following conditions are fulfilled:
 - i. the SPS Provider has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or Law Enforcement Directive Article 37) as determined by the Data Controller;
 - ii. the Data Subject has enforceable rights and effective legal remedies;
 - iii. the SPS Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Data Controller in meeting its obligations); and
 - iv. the SPS Provider complies with any reasonable instructions of the Data Controller notified to it in advance by Bloom and/or the Data Controller with respect to the processing of the Personal Data.
- 2.2.5 At the written direction of the Data Controller communicated to the SPS Provider by Bloom, delete or return Personal Data (and any copies of it) to Bloom or the Data Controller on termination of the SSA unless the SPS Provider is required by law to retain the Personal Data.
- 2.2.6 The SPS Provider shall notify Bloom immediately such that Bloom is able to immediately notify the Data Controller if it:
- a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - b) receives a request to rectify, block or erase any Personal Data;
 - c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract
 - e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - f) becomes aware of a Data Loss Event.
- 2.2.7 The SPS Provider's obligation to notify under clause 2.2.6 shall include the provision of further information via Bloom to the Data Controller in phases as details become available.
- 2.2.8 Taking into account the nature of the processing, the SPS Provider shall provide full assistance to Bloom and/or directly to the Data Controller in relation to either of their respective obligations under Data Protection Legislation and any complaint,

communication or request made under such legislation (and insofar as possible within the timescales reasonably required by the Data Controller) including by promptly providing:

- a) Bloom and, where instructed to do so, Data Controller, with full details and copies of the complaint, communication or request;
- b) such assistance as is reasonably requested by Bloom or by the Data Controller acting via Bloom to enable the Data Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
- c) the Data Controller, at its request, with any Personal Data it holds in relation to a Data Subject which has been passed directly to the SPS Provider by the Relevant Authority by Bloom on behalf of the Relevant Authority;
- d) assistance as requested by Bloom and/or by the Data Controller acting via Bloom, following any Data Loss Event; and
- e) assistance as requested by the Data Controller and/or Bloom with respect to any request from the Information Commissioner's Office, or any consultation with the Information Commissioner's Office.

2.2.9 The SPS Provider shall maintain complete and accurate records and information to demonstrate its compliance with this clause 2.4.

2.2.10 The SPS Provider shall allow for audits of its Data Processing activity by Bloom and/or the Data Controller or the Data Controller's designated auditor.

2.2.11 The SPS Provider shall designate a Data Protection Officer if required by the Data Protection Legislation.

2.2.12 Before allowing any Sub-processor to process any Personal Data the SPS Provider must:

- a) notify Bloom and the Data Controller in writing of the intended Sub-processor and processing;
- b) obtain the written consent of the Data Controller, obtained via Bloom;
- c) enter into written terms with the Sub-processor which give effect to the terms set out in these terms between Bloom and SPS Provider such that they apply to the Sub-processor; and
- d) provide the Data Controller with such information regarding the Sub-processor as the Data Controller and/or Bloom may reasonably require.

2.2.13 The SPS Provider shall remain fully liable for all acts or omissions of any its appointed Sub-processors.

2.2.14 The Data Controller may, at any time on not less than 30 working days' notice, require Bloom to revise any part of this clause 2 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment).

2.2.15 Both Bloom and SPS Provider agree to take account of any guidance issued by the Information Commissioner's Office.

2.2.16 The Data Controller may on not less than 30 Working Days' notice to the Bloom require the amendment of these terms to ensure that it complies with any guidance issued by the Information Commissioner's Office.

ANNEX 1

1. The Contractor shall comply with any further written instructions with respect to processing by the Data Controller.

2. Any such further instructions shall be incorporated into this Schedule and this Schedule may be amended at any time during the Term by agreement in writing between the Data Controller and the Contractor to ensure that the description and detail set out in this Schedule with regard to the processing of personal data reflects the arrangements between the Parties, is accurate and is compliant against the Data Protection Legislation.

No	Description	Details
1	Subject matter of the processing	N/A
2	Duration of the processing	N/A
3	Nature and purposes of the processing	N/A
4	Type of Personal Data	N/A
5	Categories of Data Subject	N/A
6	Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	N/A

ANNEX 2

1. This Annex lists the sub-processors that the Data Controller has authorised the Contractor to use in accordance with clause 18.3 of the Data Protection Schedule.
2. The Data Controller may, at any time and upon such notice as is reasonable in the circumstances, withdraw its approval in relation to any or all sub-processors listed within this Annex and upon such withdrawal the Contractor must immediately cease using that sub-processor.
3. If the Contractor wishes to propose a new sub-processor for approval, it must provide written notice to the Data Controller detailing the identity of the proposed sub-processor, the nature of the sub-processing and confirmation that a written contract in relation to the sub-processing is in place between the Contractor and the sub-processor. The Data Controller must not unreasonably refuse or delay approval.
4. The Data Controller may at any time and upon reasonable notice request copies of the contracts between the Contractor and its approved sub-processors in relation to the sub-processing.

Sub-contractor details: (name, address and company registration number)	Nature of sub-processing:	Commencement date and term of contract between Contractor and Sub-processor:
N/A	N/A	N/A

Signature Area

(The Signature Area will be formatted with signature placeholders automatically at the beginning of the signature process)