



Department
for Work &
Pensions

NHS/DWP Data Sharing Proof of Concept – Phase 2

This Contract includes:

Part A - Order Form	2
Schedule 1 - Contract charges	8
Part B - Terms and conditions	8
Schedule 3 - Guarantee	9
Schedule 4 - Glossary and interpretations	9

Part A - Order Form

Contract reference:	CVID 41656
Contract title:	NHS/DWP Data Sharing Proof Of Concept – Phase 2
Contract description:	Undertake the 2 nd phase of a proof of concept to understand in detailed complexities of data sharing and extraction with the NHS.
Start date:	26 th March 2018
Expiry date:	30th June 2018
Contract value:	Up to a maximum value of £17,250.00 (excluding VAT)
Charging method:	Capped Time and Materials
Purchase order number:	The AUTHORITY to provide following the signing of this Contract

This Order Form is issued under the Terms and Conditions included at Schedule 2

From: the AUTHORITY	Department for Work and Pensions Commercial Directorate Peel Park Control Centre Phase 2, East Wing, 2nd Floor Brunel Way, Blackpool, FY4 5ES
To: the CONTRACTOR	Niche Health 11 Aston Court Bromsgrove Technology Park Bromsgrove B60 3AL Tel: 01527 570 005

	Company number: 07471237
Together: the 'Parties'	

Principle contact details

For the AUTHORITY:	Title:	[REDACTED]
	Name:	[REDACTED]
	Email:	[REDACTED]
	Phone:	[REDACTED]
For the CONTRACTOR:	Title:	[REDACTED]
	Name:	[REDACTED]
	Email:	[REDACTED]
	Phone:	[REDACTED]

Contract term

Start date:	This Contract Starts on 26 th March 2018
End date:	This Contract Ends on 30 th June 2018
Ending (termination):	The notice period needed for Ending the Contract is at least 90 Working Days from the date of written notice for disputed sums or at least 30 days from the date of written notice for Ending without cause.
Extension period:	This Contract can be extended by the AUTHORITY by giving the CONTRACTOR 2 weeks written notice before its expiry.

AUTHORITY contractual details

This Order is for the Services outlined below.

Services required:	<p>The Services to be provided by the CONTRACTOR under this Contract are detailed below:</p> <p>(1) The Services to be performed by the CONTRACTOR comprise:</p> <p>Niche Health in conjunction with DWP will undertake in a proof of concept that will measure and track the following for direct data sharing of current conditions, medication and dosage information:</p> <ul style="list-style-type: none"> • Overall completion rate, which might be impacted by: <ol style="list-style-type: none"> 1. DWP are able to find claimants within the GP systems
---------------------------	---

	<ol style="list-style-type: none"> 2. GPs are happy to release the data to DWP 3. Turnaround time within CONTRACTOR's system <ul style="list-style-type: none"> • Impact on failure demand: <ol style="list-style-type: none"> 1. Further evidence still requested <p>The activities of the first phase are now complete.</p> <p>The phase 2 test is proposed to run until the end of June 2018</p> <p>Phase 2 will request specific data items to identify if the hypothesis and potential technical options are viable. For this phase citizen data will be used as evidence for the ESA claim using consent captured at the new claim stage</p> <div style="text-align: center;">  <p>Alpha 2 Requirements v2.xls</p> </div>
Location:	The Services will be delivered from DWP offices in Leeds One, Great Wilson Street, Leeds LS11 5BD. Niche Health services will be provided remotely with occasional travel as and when required.
Quality standards:	N/A
Technical standards:	N/A
Service level agreement:	N/A
Onboarding:	N/A
Offboarding:	N/A
Insurance:	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 1 year following the expiration or Ending of this Contract • professional indemnity insurance cover to be held by the CONTRACTOR and by any agent, Subcontractor or consultant involved in the supply of the Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the AUTHORITY requires (and as required by Law) • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Force majeure:	A Party may End this Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 30 consecutive days.
Audit:	Not required

AUTHORITY's responsibilities:	The AUTHORITY is responsible for Maintaining VPN access from the AUTHORITY estate.
AUTHORITY's equipment:	N/A

CONTRACTOR's information

Subcontractors or partners:	N/A
------------------------------------	-----

Contract charges and payment

The Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

Payment method:	The payment method for this Contract is electronic BACS
Payment profile:	The payment profile for this Contract is monthly in arrears.
Invoice details:	The CONTRACTOR will issue electronic invoices monthly in arrears. The AUTHORITY will pay the CONTRACTOR within 30 days of receipt of a valid invoice.
Who and where to send invoices to:	<p>Invoices will be sent to</p> <p>Department for Work and Pensions PO Box 406 SSCL Phoenix House Celtic Springs Business Park Newport NP10 8FZ Email: APinvoices-DWP-U@sscl.gse.gov.uk</p>
Invoice information required	<p>All invoices must include as a minimum:</p> <ul style="list-style-type: none"> • The Charges for the consumed Services for the agreed charging period. • AUTHORITY contract reference number • AUTHORITY issued Purchase Order Number <p>In addition the CONTRACTOR will provide the AUTHORITY's principle contact a detailed breakdown of the charges to accompany each monthly invoice that will allow validation of the charges by the AUTHORITY. <u>An additional copy will be sent to :</u></p> <div style="border: 1px solid black; padding: 2px; margin: 5px 0;">[REDACTED]</div> <p><u>Department for Work and Pensions</u></p> <p><u>Peel Park Control Centre</u></p> <p><u>Phase 1, Green Zone, 1st Floor</u></p>

	<u>Brunel Way, Blackpool, FY4 5ES</u>
Invoice frequency:	Invoice will be sent to the AUTHORITY monthly to the address specified
Contract value:	Up to a maximum value of £17,250.00 (excluding VAT)
Contract charges:	<p>The breakdown of the Charges is: Phase 2 of the Proof of Concept (26th March 2018 – 30th June 2018)</p> <ul style="list-style-type: none"> • £20,700.00 (£17,250.00 ex VAT) <ul style="list-style-type: none"> ○ Time and materials for a similar man-day support. It would be on a call off basis only to cover: <ul style="list-style-type: none"> ▪ Workshops ▪ GP support ▪ BSC (Ops) support ▪ Development ▪ Testing ▪ Project management

Additional AUTHORITY terms

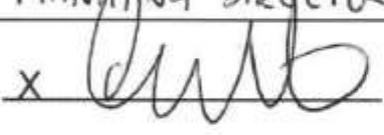
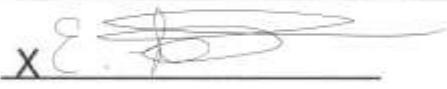
Performance of the service and deliverables:	N/A
Guarantee:	N/A
Warranties, representations:	As specified in the Term and Conditions
AUTHORITY specific amendments to/refinements of the Terms and Conditions:	N/A
Public Services Network (PSN):	N/A

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the CONTRACTOR agrees to enter into a Contract with the AUTHORITY.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Contract terms and by signing below agree to be bound by this Contract.
- 1.3 This Contract will be formed when the AUTHORITY acknowledges receipt of the signed copy of the Order Form from the CONTRACTOR.

2. Background to the agreement

- (A) The CONTRACTOR has agreed to provide the Services under the terms of this Contract
- (B) The AUTHORITY provided an Order Form for Services to the CONTRACTOR.

Signed:	CONTRACTOR	AUTHORITY
Name:	[REDACTED]	[REDACTED]
Title:	MANAGING DIRECTOR	Associate Commercial Specialist
Signature:	X 	X 
Date:	23/03/2018	23/03/2018

Schedule 1 - Contract charges

The applicable Contract Charges are up to a maximum value of £17,250.00 (excluding VAT). The detailed Charges breakdown for the provision of Services during the Term will include:

Phase 2: £17,250.00 ex VAT – [REDACTED]

Part B - Terms and conditions



Services Agreement
(FINAL) V1.0.docx

Schedule 3 - Guarantee

Not Used

Schedule 4 - Glossary and interpretations

In this Contract the following expressions mean:

Admission Agreement	The agreement to be entered into to enable the CONTRACTOR to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the CONTRACTOR to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
Audit	An audit carried out specified by the AUTHORITY in the Order (if any).
Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none">• owned by that Party before the date of this Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes• created by the Party independently of this Contract, or <p>For the AUTHORITY, Crown Copyright which isn't available to the CONTRACTOR otherwise than under this Contract, but excluding IPRs owned by that Party in AUTHORITY software or CONTRACTOR software.</p>
AUTHORITY	The contracting authority ordering services as set out in the Order Form.
AUTHORITY Data	All data supplied by the AUTHORITY to the CONTRACTOR including Personal Data and Service Data that is owned and managed by the AUTHORITY.
AUTHORITY Personal Data	The personal data supplied by the AUTHORITY to the CONTRACTOR for purposes of, or in connection with, this Contract.
AUTHORITY Representative	The representative appointed by the AUTHORITY under this Contract.
AUTHORITY Software	Software owned by or licensed to the AUTHORITY (other than under this Agreement), which is or will be used by the CONTRACTOR to provide the Services.
Contract	This Contract entered into for the provision of Services made between the AUTHORITY and the CONTRACTOR comprising the Order Form, the Contract terms and conditions, the Contract schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the CONTRACTOR by the AUTHORITY under this Contract.
Commercially Sensitive Information	Information, which the AUTHORITY has been notified about by the CONTRACTOR in writing before the Start Date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	<p>Data, personal data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none">• information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any

	<p>of the above</p> <ul style="list-style-type: none"> other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Protection Legislation or DPA	The Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including if applicable legally binding guidance and codes of practice issued by the Information Commissioner.
Data Subject	Will have the same meaning as set out in the Data Protection Act 1998.
Default	<p>Default is any:</p> <ul style="list-style-type: none"> breach of the obligations of the CONTRACTOR (including any fundamental breach or breach of a fundamental term) other default, negligence or negligent statement of the CONTRACTOR, of its Subcontractors or any CONTRACTOR Staff (whether by act or omission), in connection with or in relation to this Contract
Deliverable	The Services the AUTHORITY contracts the CONTRACTOR to provide under this Contract.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department about the regulations.
Equipment	The CONTRACTOR's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the CONTRACTOR (but not hired, leased or loaned from the AUTHORITY) in the performance of its obligations under this Contract.
Expiry Date	The expiry date of this Contract in the Order Form.
Force Majeure	<p>A Force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> acts, events or omissions beyond the reasonable control of the affected Party riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare acts of government, local government or Regulatory Bodies fire, flood or disaster and any failure or shortage of power or fuel industrial dispute affecting a third party for which a substitute third

	<p>party isn't reasonably available</p> <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the CONTRACTOR, its staff, or failure in the CONTRACTOR's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former CONTRACTOR	A CONTRACTOR supplying services to the AUTHORITY before the Start Date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the CONTRACTOR (or any subcontractor of the Subcontractor).
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department in relation to the legislation.
Services	The services described in this Contract and those services which are deliverable by the CONTRACTOR under the Collaboration Agreement.
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK Government Guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK Government Guidance and the Crown Commercial Service Guidance, current UK Government Guidance will take precedence.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information Security Management System	The information security management system and process developed by the CONTRACTOR in accordance with clause 16.1.
Insolvency Event	<p>Can be:</p> <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium.
Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and

	<p>website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information</p> <ul style="list-style-type: none"> • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the CONTRACTOR's or AUTHORITY's possession before the Start Date.
Law	Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and 'Losses' will be interpreted accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Material Breach	Those breaches which have been expressly set out as a material breach and any other single serious breach or persistent failure to perform as required under this Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for Services placed by a Contracting Body with the CONTRACTOR in accordance with the Ordering Processes.
Order Form	The order form set out in Part A of the Contract to be used by a AUTHORITY to order Services.
Ordered Services	Services which are the subject of an Order by the AUTHORITY.
Party	The AUTHORITY or the CONTRACTOR and 'Parties' will be interpreted accordingly.
Personal Data	As described in the Data Protection Act 1998 (http://www.legislation.gov.uk/ukpga/1998/29/contents)
Processing	This has the meaning given to it under the Data Protection Act 1998 as amended but, for the purposes of this Contract, it will include both manual and automatic processing. 'Process' and 'processed' will be interpreted accordingly.
Prohibited Act	To directly or indirectly offer, promise or give any person working

	<p>for or engaged by a AUTHORITY a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the CONTRACTOR (or by a third party on behalf of the CONTRACTOR) specifically for the purposes of this Contract including databases, configurations, code, instructions, technical documentation and schema but not including the CONTRACTOR's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
PSN or Public Services Network	The Public Services Network (PSN) is the Government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory Body or Bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Contract.
Relevant Person	Any employee, agent, servant, or representative of the AUTHORITY, any other public body or person employed by or on behalf of the AUTHORITY, or any other public body.
Relevant Transfer	A transfer of employment to which the Employment Regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the AUTHORITY receives in substitution for any of the Services after the expiry or Ending or partial Ending of the Contract, whether those services are provided by the AUTHORITY or a third party.
Replacement Contractor	Any third party service provider of Replacement Services appointed by the AUTHORITY (or where the AUTHORITY is providing replacement Services for its own account, the AUTHORITY).
Services	The services ordered by the AUTHORITY as set out in the Order Form.
Service Data	Data that is owned or managed by the AUTHORITY and used for the Services, including backup data.
Service Personal Data	The Personal Data supplied by a AUTHORITY to the CONTRACTOR in the course of the use of the Services for purposes of or in connection with this Contract.
Start Date	The start date of this Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the CONTRACTOR and a Subcontractor in which the Subcontractor agrees to provide to the CONTRACTOR the Services or any part thereof or facilities or goods and services necessary for the provision of the Services or any part thereof.
Subcontractor	Any third party engaged by the CONTRACTOR under a Subcontract (permitted under the Framework Agreement and the Contract) and its servants or agents in connection with the provision of Services.

CONTRACTOR Representative	The representative appointed by the CONTRACTOR from time to time in relation to the Contract.
CONTRACTOR Staff	All persons employed by the CONTRACTOR together with the CONTRACTOR's servants, agents, CONTRACTORS and Subcontractors used in the performance of its obligations under this Contract.
CONTRACTOR Terms	The relevant Service terms and conditions as set out in the Terms and Conditions document supplied as part of the CONTRACTOR's Application.
Term	The term of this Contract as set out in the Order Form.
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.