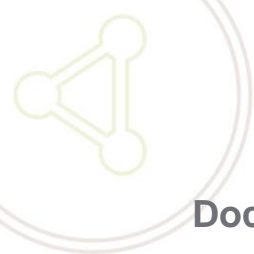


**Qlik Sense Perpetual to Qlik Sense
Subscription Conversion**

NHS England and NHS Improvement (‘the Authority’, NHSEI)

23rd September 2021





Document control

Version History

Version	Date	Comments
1.0	10/06/2021	Initial Draft
1.1	03/08/2021	Updated Subscription contents
1.2	26/08/2021	Terms and conditions added
2.0	31/08/2021	Amended maintenance credit
2.1	23/09/2021	Customer change of name

Issue Control

Redacted Under FOIA. Personal Information

Contacts

Us:	Catalyst BI Limited
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Client:	NHS England and NHS Improvement ('the Authority', NHSEI)
Marked for the attention of:	Redacted Under FOIA. Personal Information
Postal/Email address:	Redacted Under FOIA. Personal Information

Disclaimer

Pricing, specification and terms are correct at the time of writing. Whilst every effort is made to maintain current information, pricing, specification and terms are subject to change without notice.

Catalyst BI Limited is a Company Registered in England and Wales
Registered Address: Suite 4, Bowcliffe Court, Bramham, Wetherby, Leeds LS23 6LP

Number 05336031. VAT GB 856523213.

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Executive Summary

Introduction

Catalyst BI Limited (Catalyst) would like to thank NHS England and NHS Improvement ('the Authority', NHSEI) for the opportunity to assist with the modernisation of your Qlik estate to enhance and accelerate your business intelligence capability.

NHS England and NHS Improvement ('the Authority', NHSEI) have an interest in converting the current Qlik Sense perpetual to Qlik Sense subscription licensing, remaining on a client managed solution. In addition NHS England and NHS Improvement ('the Authority', NHSEI) are wanting to expand their Qlik Licensing with Analyser Capacity packs.

There are many benefits to customers who opt for the subscription Enterprise license model these are detailed on page 6.

Cost Summary

Redacted Under FOIA. Commercial Interests

Please see Appendix D for subscription terms and conditions.

The fees for the Client Managed Subscription conversion are based on your current annual perpetual maintenance, which shall collectively become your recurring annual subscription fee.

If your subscription begins before the end of the current maintenance period, your initial subscription invoice will reflect a credit for any unused and prepaid maintenance fees.





Scope - Qlik Sense Subscription

There are many benefits to customers who opt for the Qlik Sense Client Managed subscription license model: -

- Ability to secure price for a 3-year term.
- Access to Qlik Support 24/7.
- Access to the Qlik Sense Analyser Capacity license (time-based license).
- Development and Test server licenses free
- Qlik Geo-analytics included for free.
- Subscription enables you to buy as you scale and enhances your overall experience while simplifying your licencing purchase type to one single option.

Scope - Qlik Sense License Expansion

In addition to the subscription conversion, NHS Leadership have requested to purchase additional Analyser Capacity licenses. The cost breakdown of these licenses is below:

Licenses	Quantity	Unit Price	Total
Qlik Sense Enterprise Client Managed Analyser Capacity Pack (1,000 minutes)	Redacted	Under FOIA. Commercial Interests	

Qlik Software

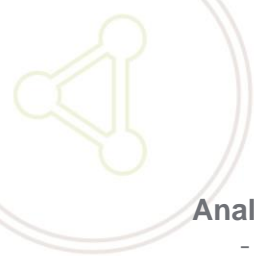
Current License Configuration
5 Qlik Sense Enterprise Professional User
60 Qlik Sense Enterprise Analyser User

Proposed New License Configuration
10 Qlik Sense Enterprise Client-Managed Professional User
27 Qlik Sense Enterprise Client-Managed Analyser User
3 Qlik Sense Enterprise Client-Managed Analyser Capacity Packs

A Professional and Analyser Users license is composed of Professional and Analyser access types.

- **Professional access** (user-based) is allocated to an identified user to allow the user to access streams and apps within a Qlik Sense site. The professional access is intended for users who need access to all features in a Qlik Sense installation. A user with professional access can create, edit, and publish sheets or apps, and make full use of the available features, including administration of a Qlik Sense site.
- **Analyser access** is allocated to an identified user to allow the user to access streams and apps in the hub. The analyser access is intended for users who consume sheets and apps created by others.





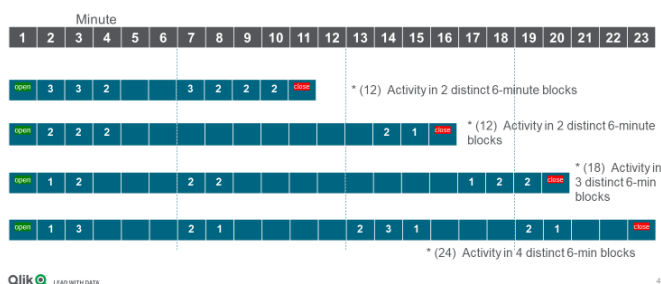
Analysers Capacity Pack license is composed of Analyser Capacity access type.

- Analyser capacity pack is a consumption-based license type, which is similar to analyser access regarding available features. Users can access streams and apps in the hub and consume sheets and apps created by others.
- With an analyser capacity pack license, you subscribe to analyser time, a defined period of minutes per month (calendar date). These minutes are shared between users and can be consumed by anyone who is part of the user group, including anonymous users. Consumption is measured in units of 6 minutes. For each new 6-minute period, a unit is consumed.
- Consumption is measured in units of 6 minutes. For each new 6-minute period, a unit is consumed. A unit of 6 minutes is any activity within a 6-minute window starting from the last interaction i.e. mouse click, or last key stroke.

- Assume that you start analysing in an app on Qlik, you then consume one unit. When 6 minutes have passed, you consume a new unit. Unit consumption continues for as long as you are active. If you are active for 26 minutes, 5 units (30 minutes) are consumed, because 4 units are consumed after 24 minutes, and an additional unit is consumed for the remaining time. No consumption is registered if you are logged in but idle.

Understanding Minute Usage

These scenarios use either 12, 18 or 24 minutes, for illustration



The Qlik User Licence Agreement Terms are available from the Qlik website -

<https://www.qlik.com/us/-/media/files/legal/license-agreements/qlik/qula-english.pdf?la=en>

Deliverables

The overall objectives are:-

- Move to a Qlik Sense Client Managed subscription model.
- Purchase 3 Analyser Capacity Licenses





Commercial Offer, Approvals & Signature

Estimated Invoice Date	Amount	Description
Subscription Year 1 (on order)	Redacted Under FOIA. Commercial Interests	Y1 subscription, less credited perpetual maintenance
Subscription Year 2 (12 months after date of order)	Redacted Under FOIA. Commercial Interests	Y2 subscription
Subscription Year 3 (24 months after date of order)	Redacted Under FOIA. Commercial Interests	Y3 subscription
Total	Redacted Under FOIA. Commercial Interests	+ VAT

All prices are subject to VAT

All invoices are subject to 30-day payment terms

All prices are valid for 30 days from the issue date of this document, except the Perpetual Maintenance Credit which is dependent on the date of order as explained in Appendix D. The work for this project will not be scheduled by Catalyst BI Limited until we have received a signed SoW and Purchase Order.

Signed by Catalyst BI Limited:	Signed by an authorised representative of NHS Trust Development Authority (NHSEI)
Name Printed:	Name Printed:
Capacity:	Capacity:
Date:	Date:
	Purchase Order Required? Yes No
	Purchase Order Number: 853008623
	Upload Purchase Order Here:

☐ Please tick this box if you do not want this project to be used as a case study.





Appendix A: Terms and Conditions

Further to the Customer's purchase order being included in this document (p7) please note for confirmation their terms and conditions embedded here. In the event of inconsistencies between the provisions of this document (including all appendices) and the terms and conditions contained in this Appendix A, the terms and conditions in Appendix A shall take precedence.'



NHS England -
Below Threshold Co





Appendix B: Data Handling

GDPR requires personal data to be processed in a manner that ensures it is secure, this includes protection against unauthorised or unlawful processing and against accidental loss, destruction or damage.

The following policies identify how Catalyst will minimise this impact during data handling process.

Personal Data Handling

The data is deemed to be of a personal nature if the person can be identified in any way i.e. this includes data such as:

- Name
- Email Address
- Telephone number
- Identification number
- Location data
- Online identifier

Data can be identified as personal even if the data is pseudonymised e.g., key-coded depending on how the coding has been achieved for example this can including:

- Initials
- First name Letter & Surname

Sensitive personal data

Catalyst will not handle, process any data that is deemed to be sensitive, sensitive is deemed to be special categories of personal data, such as:

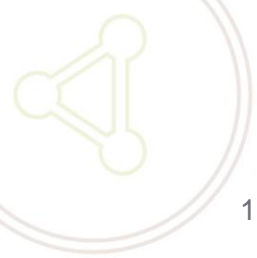
- Genetic
- Biometric
- Race
- Ethnic origin
- Politics
- Religion
- Trade union membership
- Health
- Sex life
- Sexual orientation

Personal data relating to criminal convictions and offences are not included in this, however, Catalyst will also not process this data.

Data Use

Personal data is of no value to Catalyst BI Limited unless the business can make use of it. However, it is when personal data is accessed and used that it can be at the greatest risk of loss, corruption or theft:





- 1 When working with personal data, employees should ensure the screens of their computers are always locked when left unattended.
- 2 Personal data should not be shared informally. In particular, it should never be sent by email, as this form of communication is not secure.
- 3 Data must be encrypted before being transferred electronically. The IT manager can explain how to send data to authorised external contacts.
- 4 Personal data should never be transferred outside of the European Economic Area.
- 5 Employees should not save copies of personal data to their own computers. Always access and update the central copy of any data.

Data Collection

Data must be collected in a fair manor, fair being that the individual understands why the data is being collected and its use. Any data Catalyst collects directly will need to be logged in the Data Audit log. Identifying when, how and reason the data was collected.

Data Consent

Data collected by Catalyst staff (or the suppliers of data to Catalyst) will need consent from the individual for the data to be used. This ensures the evidence needed to comply with GDPR but also gives the individual the opportunity to reject or challenge the use of their information.

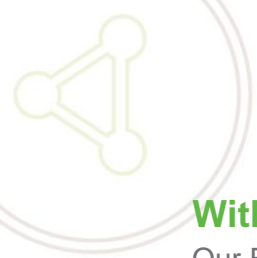
This covers the use of emailers from Catalyst data sets and we must:

- Have made the request for consent prominent and separate from our terms and conditions.
- Asked to positively 'opt in' with no default tick boxes.
- Use clear, plain language that is easy to understand.
- Specify why we want the data and what we're going to do with it.
- Give individual ('granular') options to consent separately to different purposes and types of processing.
- Name our organisation and any third-party controllers who will be relying on the consent.
- Ensure we inform the individuals they can withdraw their consent and the process of this.

This means that all personal data collected will need to have evidenced consent and controlled via the following:

1. Logging the consent within NetSuite (Catalyst's internal ERP solution) which consists of the opt-in type in: Contact → Marketing → Subscriptions.
2. All email-shots have an opt-out option.
3. All initial opt-in options have multiple options consisting of:
 - a. Billing Communication
 - b. Events
 - c. NetSuite Marketing
 - d. Newsletters
 - e. Product Updates
 - f. Qlik Marketing
 - g. Surveys
4. No communications, electronic or otherwise are sent to contacts that have not explicitly opted in.





Withdraw of Consent

Our ERP solutions will be the master source of opt-in and therefore withdrawals will be made via the same system. Either a manual or automated request via an e-shot will be replicated into NetSuite.

It is up to the processor of automated emails to ensure all automated withdrawals are correctly processed from the email solution.

International Transfers

Any data being transferred out of the EU contravenes GDPR regulations and as such Catalyst employees will not send any data to any country outside of the EU or to any recipient that the end country is not known.

Customer and Supplier Transfers

Data transfer to third party suppliers or from customer must be secured using secured process as identified in the Data Audit process.

Data Audit Guidelines & Process

Data Audit

All data being stored by Catalyst BI Limited must be passed through the data audit and logging process which the Data Protection Steward administrates.

1. Before any data is accepted by any employee on any media (email, USB, FTP, download etc.) they must notify the data protection steward.
2. All data before processing must be audited and a DPIA performed.
3. Once data sources are approved processing can be performed.
4. Data must be destroyed as per instructions from the data audit.

All data must be handled as per the Data Handling Guidance and must be assumed it is of a personal nature, Data will not be handled and must be refused if the data is defined as sensitive.

Data protection impact assessments (DPIAs)

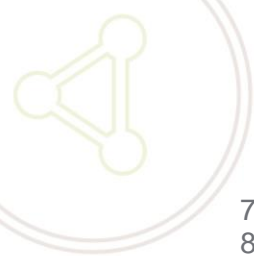
Data protection impact assessments is a tool which identify the most effective way to deal with their data obligations and meet individuals' expectations of privacy.

The DPIA will be completed on acceptance of all data in the first instance, this process alone will identify the data as personal or not.

The DPIA will identify the following and will augment this policy focused on:

1. Identify if the data is personal or of a sensitive nature.
2. Identification of the information flow and any associated personal data risks.
3. Ensure that storage and processing is necessary.
4. Ensure consultation with external concerned parties (Customer, Suppliers and even the individuals identified in the data).
5. Provide any privacy solutions for the data in question.
6. Provide the process of how to handle the data.





7. Identify the need and timescales for data destruction.
8. Ensure both the breach detection and notification process is aligned with the data in question.

Data Breach Guidelines

GDPR introduces a duty on all Catalyst to report personal data breaches to a supervisory authority. Catalyst must do this within 72 hours of becoming aware of the breach. If the breach is likely to result in a high risk of adversely affecting individuals' rights and freedoms, we must also inform those individuals without undue delay.

Detection

A breach is defined as:

- access by an unauthorised third party
- deliberate or accidental action (or inaction) by a controller or processor
- sending personal data to an incorrect recipient
- computing devices containing personal data being lost or stolen
- alteration of personal data without permission
- loss of availability of personal data

Breach Recording

Catalyst must also keep a record of any data breaches whether these are validated or not breaches, this must be done immediately, and an email sent to Catalysts 'Data Protection Steward' at the following email address

- DPS@catalystitsolutions.co.uk





Appendix C: Managed Application Service Introduction

As a business continues to operate and grow, effectively managing and enhancing the Qlik business intelligence platform is a crucial part of ongoing success. Catalyst recognises that is not always a viable economic option for some businesses to have their own dedicated resources.

How can Catalyst help?

For those organisations who do not have their own dedicated in-house support or are looking to supplement their internal capabilities we offer our Managed Services; support with development, strategic planning and consultancy. The objective of this service is to offer existing Qlik customers a professional service which helps them with bug fixing, functional enhancements and system optimisation. This managed service is then driven, managed and overseen by a Catalyst Project Manager (PM) monthly

What are the key benefits?

- A single contact point for all your maintenance, upgrade, customisation and development needs.
- Expert helpdesk support on call, providing access to an experienced Qlik resource.
- Quick and efficient resolution to challenging problem areas.
- Supported by certified and experienced consultants.
- Regular update calls with your Project Manager (PM) so that you understand your system status and can organise your backlog. Your PM will drive and deliver business change and ensure that you are always addressing your business issues on a priority basis.
- We operate on a rolling 12-month basis.

Catalyst Managed Service

- Management of your Qlik business intelligence platform.
- Bug fixing and issue resolution.
- All analysis, design, specification and development required to address new or changing business requirements.
- Information relating to new features and advice as to whether any new Qlik functionality could give improvements to existing business processes.
- Delivery of End User, Stakeholder and Developer Training.

Terms of Use for the Managed Service

- Access to the managed service to consume the pre-purchased time is undertaken as follows:
 - System issues, questions and general requests can be logged directly into the support desk using support@catalyst-it.co.uk
 - All work is estimated against the logged requests and agreed with you before any work is started.
 - Completed time is recorded against the logged Task.
 - Hours are consumed in increments of 15 mins and do expire within the contract period.
 - The consumption of hours and how they are consumed is at your discretion and will be discussed and agreed at the monthly planning meeting.
 - Typically, this service would be provided during normal office hours. If there is a requirement to work outside of the normal 9am > 5pm office hours, Catalyst may at its discretion charge an additional fee. This would be approved by you prior to work being completed.





- If there is a requirement for additional work above the contracted number of hours this would be offered (subject to availability). This would be billed at the end of the month in which it is delivered.
- Our travel costs (as required) to and from your site would be your responsibility and would be invoiced (at cost) monthly in arrears.
- You would be responsible for ensuring the committed participation of all your internal resources whilst we are on site / working alongside your team.
- The cost of any agreed third-party services is excluded.
- All completed time is recorded against relevant logged tasks and a report made available at the end of each month.

Access to Networks, Systems and personnel

You will provide Catalyst with access to the Qlik server via direct or VPN remote connection, and administrator access to your instance enabling Catalyst staff to deliver the service.

Authorisation and Reporting

Catalyst will report the use of the hours at the end of each month as part of the monthly planning meeting and will only take requests for this time from a nominated agreed representative via the support desk email unless advised differently by you.

Notes and Assumptions

- Your requirements would be prioritised during the service planning meeting at the start of each month; however, we would be flexible to the changing needs of your organisation.
- All services would be billed in advance based on your number of committed hours.
- All prices exclude VAT.
- Our travel costs (as required) to and from your site would be your responsibility and would be re-invoiced (at cost) monthly in arrears.
- You would be responsible for ensuring the committed participation of all your internal resources whilst we are on site / working alongside your team.
- Any work considered to be outside the scope of the contract would be subject to a separate statement of work as agreed with you.
- If there is a requirement for additional work above the contracted number of hours this would be offered (subject to availability). This would be billed at the end of the month in which it is delivered.
- The cost of any agreed third-party services is excluded.

This is a managed service contract designed to deliver consultancy / development on a pre-agreed basis.





Appendix D: Subscription Terms and Conditions

The terms and conditions under which subscription conversions take place, require Qlik customers to recognise that support and maintenance will now be undertaken by Qlik directly. NHS Trust Development Authority now contract directly with Qlik for these services. The necessary documents that relate to this change have previously been shared with NHS Trust Development Authority and may be downloaded at any time using the links provided. These are:

1. [QULA-English.pdf](#)
2. [Qlik-Support-Policy.pdf](#)
3. [Licence-Metrics-Qlik-Sense-and-QAP.pdf](#)

As a partner to your business, Catalyst BI remain committed to your success. We will therefore continue to act as your first point of contact when requesting support, by emailing support@catalyst-it.co.uk. We will work with you to help you fully understand the nature of the issue and work closely to expedite a solution. Please note that platform related issues will still need to be logged by yourselves with Qlik directly

Special Terms

1. Subscription Products ordered pursuant to this order form ("Order Form") shall be subject to and governed by the Qlik Customer Agreement ("License Agreement") and the terms herein. The Subscription Product(s) set forth above include Enterprise-level Support provided directly by Qlik as set forth in, and subject to Qlik's Support Policy at www.qlik.com/product-terms. Qlik and its Affiliates shall be a third-party beneficiary of this Order Form with respect to these provisions and shall be entitled to directly enforce these provisions.
2. **Conversion to Subscription.** In consideration of the fees payable hereunder and subject to the terms of the Agreement and Order Form, this order shall cancel and terminate Customer's existing perpetual licenses listed below ("Existing Licenses") and replace them with the subscriptions as reflected in the Qlik Subscriptions table above ("Subscriptions"). No further conversion for the Subscriptions or right to revert will be permitted and Customer shall not be entitled to any refund for the conversion. Upon delivery of the Subscriptions, Customer's right and license to use the Existing Licenses is terminated and superseded by the Subscriptions. In the event of a conflict between the terms of the Agreement and the terms of this Order Form, the terms of this Order Form shall govern.

Existing Licenses (Terminated)

Quantity	Product	License Key
5	Qlik Sense Enterprise Professional Users	Redacted Under FOIA. Commercial Interests
60	Qlik Sense Enterprise Analyzer Users	Redacted Under FOIA. Commercial Interests

3. **Maintenance Credit.** If this Order Form is executed in any month after the Quote Date, Qlik reserves the right to adjust the maintenance credit shown in the Payment Summary above to reflect the correct number of unused and prepaid maintenance fees months remaining in the support term.
4. **Subscription.** Subscription products ordered pursuant to this order form ("Order Form") shall be subject to and governed by the Qlik User License Agreement available at www.qlik.com/license-terms ("License Agreement") and the terms herein. The Subscription Product(s) set forth above include Enterprise-level Support provided directly by Qlik as set





forth in, and subject to Qlik's Support Policy at www.glik.com/product-terms. Qlik and its Affiliates shall be a third-party beneficiary of this Order Form with respect to these provisions and shall be entitled to directly enforce these provisions.

5. **Renewal.** At the end of the Subscription Period, Customer may renew all of the Qlik Subscriptions purchased pursuant this Order Form to the same level for an additional three (3) year period ("Renew al Term") for the Subscription Fees set out above plus a maximum increase of **Redacted** Under FOIA. **Commercial Interests**. The Subscription Period will auto-renew unless written notice of cancellation is received at least 60 days prior to the renewal date.





Appendix E: About Catalyst BI

In the modern environment, the appetite for data-led decision making is increasing across all levels of organisations. At the same time data volumes and complexity are increasing exponentially, trust in data analytics businesses is low and there is an increasing gulf between those in organisations who 'speak' data and those who don't.



of leaders can identify an area where more accurate data could improve



UK Trust in data analytics organisations



organisations dealing with extreme deficiencies in data literacy

How can we help?

Catalyst BI challenges organisations to unlock insights, drive performance and create value by bringing people and data together. Our award-winning team has delivered successful solutions and services to over 350 customers, across a range of public and private sector organisations.

The Catalyst BI approach prioritises customer success above all and has led to our position as the leading UK Qlik Partner.

Our Approach

PARTNERSHIP - We deliver solutions in true collaboration, offering our expertise and guidance in pursuit of achieving your objectives. We have helped some of the world's most successful companies uncover the true value of their data. Each of our customers are different and whether you are looking for support on a large transformation project or have a specific need that falls under one of our solution areas, our focus is to ensure you achieve your goals in the fastest and most cost-effective way possible.

TALKING THE LANGUAGE OF DATA - Your users will get more value and feel more comfortable using data if they identify as being data literate. Where appropriate, we deliver training and programmes to encourage data literacy, user adoption and self-service across your organisation.

Our Expertise

"SOUP TO NUTS" - Whether you are a business, local authority or school, business intelligence solutions are a vital part in improving your operations and achieving transformation goals. At Catalyst BI, we pride ourselves on having deep industry experience on technical skills to guide your organisation – right through initial assessment and strategy, value-added products and implementation and ongoing managed application support.

Our Solutions

INNOVATIVE TECHNOLOGY, ENHANCED PERFORMANCE - Users want to operate at the speed of thought as easily as they use Google, as simple to understand as Facebook. This is why we use the most innovative and advanced technologies available in our solutions – so your users don't have to.

RAW POWER OF QLIK - This is simple – Qlik is completely unparalleled for its ability to provide an up to date, holistic, single version of the truth from multiple data sources.

