

Order Schedule 20 (Order Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Order Contract

1 Definitions

Buyer	NHS Digital unless otherwise specified
Cohort	For the purposes of this document, defined as the group of target participants in the PPIE activities
Participant	An individual partaking in the PPIE activity
PPIE	Patient and Public Involvement and Engagement - research that is carried out with patients and members of the public. 'Patients' include those currently receiving healthcare, potential patients, carers and people who use health and social care services, as well as people from organisations that represent people who use services.
Priority Programmes	The programmes / services which are anticipated to be the immediate priority for delivery of PPIE activities
Supplier	The organisation or company that is awarded the contract to deliver the PPIE services described in this document

2 Introduction

The Buyer requires a Supplier for the provision of Public and Patient, Involvement and Engagement (PPIE) design, preparation, delivery, testing, and analysis services.

3 About the Buyer

NHS Digital (the Buyer) is the national organisation responsible for the design, development and operation of national IT and data services which supports the NHS. Our products and services support clinicians at work, help patients get the best care and realise the value of data in improving health and care.

For more information, please see our website: <https://digital.nhs.uk/about-nhs-digital>

In November 2021 following the completion of [Laura Wade-Gery's review of digital transformation in the NHS](#), it was announced that NHS England, Health Education England and NHS Digital will formally merge.

NHS Digital is due to merge organisations with NHS England in 2023. The proposed timescales of the merger have been accelerated from April 2023 to January 2023 (<https://www.gov.uk/government/news/major-reforms-to-nhs-tech-agenda-accelerated>). The specific effective date of the transfer is subject to secondary legislation and is expected to be during January 2023. Following the transfer date, bidders / suppliers are not required to take any specific actions, unless otherwise advised by NHS Digital Contract Managers.

This Specification and Agreement will remain open to access for the new NHS England and the Buyer will confirm any changes to the Supplier at the appropriate time.

For more information please see our website ([click here](#)).

4 About the requirements

5 Background

Patients and the public are at the heart of everything we do in the NHS DigiTrials¹ programme. Patient and public involvement and engagement entails research being conducted 'with' or 'by' members of the public. The word public can refer to patients, potential patients, carers, and people who use health and social care services, people from organisations that represent people who use services as well as members of the public². Patient and public involvement and engagement is often abbreviated to PPIE.

¹ [NHS DigiTrials URL](#)

² [Patient and Public Involvement and Engagement \(PPIE\) \(warwick.ac.uk\)](#)

The Buyer has an increasing number of programmes and services that it runs, which involves co-development, consultation, testing and engagement with patients and the public to ensure that they remain at the heart of what we do and that they input into shaping of the delivery of services and outcomes.

6 Access and Use

The immediate requirements for PPIE must be prioritised around the specified Priority Programmes. NHS DigiTrials is the immediate focus and, potentially, the Secure Data Environment (SDE) programme (see Annex A for more information).

The scope of this Specification and the Services set out within it may be utilised by a variety of programmes and functions within the Buyer's organisation or where the Buyer is acting in collaboration with other public sector bodies for health and social care outcomes.

The anticipated Order Process is as set out in Annex B of this Specification.

7 Summary overview of requirements

A Supplier is required as the Buyer needs to be able to:

- a) Stand up new and maintain cohorts of participants either for rapid or for long term periods of engagement and testing
- b) Be able to reach cohorts with specific characteristics in order to ensure that engagement and testing is representative of different groups, including those which could be deemed underrepresented and those with opposing views.
- c) Have the capability to engage with cohorts at scale across England
- d) Be able to run multiple, parallel engagement activities for both single and multiple programmes and/or services
- e) Use a variety of different engagement tools and techniques in order to generate robust, rich and varied data and insights
- f) Analyse collected data and produce outputs according to the Buyer's requirement.

- g) Provide input into design of products and services when requested by the Buyer

Some examples (these are not exhaustive) of the type and scope of PPIE activities that may need support are:

- Citizen's Jury (a group of people come together to deliberate on an issue, generally with one clearly framed question, over a period of days).
- Focus Groups (guided discussions of a small group of 4-6 people).
- Workshops (to engage and debate with a broader cross section of people).
- Interviews (drawing information from a respondent, typically in a one-on-one conversational format).
- Surveys (a set of questions designed to gather either quantitative, qualitative, or mixed responses, usually in written or online form, from a group of target respondents).
- Desk research and content reviews of publicly available documentation.
- Laboratory testing e.g., Eye Tracking

The different PPIE support activities required will often need to be delivered within short timeframes and sometimes concurrently. The ability of the Supplier to work flexibly, and rapidly scale support resource needed to meet concurrent activities in different programmes when needed, will be essential.

8 Buyer control and expertise

In Section B (Detailed Specification) we have set out clearly where our expectations are that we shall retain ownership of materials, content and final say on decision making with relation to PPIE.

This is a non-exclusive Agreement and the Buyer retains the right to conduct PPIE activities itself or with other 3rd Parties, without involving the Supplier, where it believes it appropriate to do so.

9 Time bound activities

The Supplier should note that some activities within this Specification are time bound and must commence on 1st April 2023. These are identified in subsequent sections of the detailed Specification (see Annex A).

10 Section B: Detailed Specification

11 Introduction

The Buyer may require the following services and activities, as well as those listed within the Headline Requirements, on multiple occasions and potentially in parallel for different programmes or services.

The activities and outcomes to be supported will be confirmed to the Supplier following mobilisation or via the Statement of Works Order Process.

12 Priority Programmes

The Buyer requires the Supplier to deliver all the following requirements as set out in this Specification.

On contract signature, work will begin immediately to mobilise the contract as identified and begin delivery of the priority activities as identified in Annex A.

13 Delivery stages

Activities are anticipated to be delivered, with the Buyer potentially requiring Supplier support, across multiple Delivery Stages. KPIs will be developed by the Buyer in agreement with the Supplier. The table listed below is not exhaustive and the Buyer reserves the right to amend the Delivery Stages during the term of the Agreement:

	Delivery Stage	Supplier support anticipated
A	Scoping	No
B	Developing and finalising methodology	Yes
C	Cohort participant selection criteria confirmed	Yes
D	Cohort participant recruitment	Yes

E	PPIE Activity & data collection	Yes
F	Analysis and Evaluation	Yes
G	Output generation	Yes

The requirements associated with each Delivery Stage are defined in section 2.4 below.

The Buyer shall confirm to the Supplier which stages support is required via the Order Process which may require dialogue between the Parties to discuss specifics.

14 Format of Activities

Different Activities may vary in format, and some will require more time and effort spent on some aspects.

The Buyer reserves the right to request changes to Activity specifications at any stage prior to the commencement of Cohort participant recruitment stage.

15 Physical venues

Where a physical venue is needed for the PPIE Activity the Buyer may require the Supplier to identify and manage the booking of a suitable venue for the Cohort size for the duration of activity including organising or considering requirements for:

- a) Access (including physical access for those with different needs (e.g., wheelchair access))
- b) Security
- c) Health and Safety
- d) Wellbeing including catering and refreshments

Where the Buyer requires this the venue must be in England and the regions as specified by the Buyer or agreed between the Parties (where multiple regions or locations required).

The Buyer may elect to book its own venue which the Supplier must then use for the PPIE Activity/Activities where the Buyer is able to demonstrate it is able to obtain better value for money than the Suppliers price.

16 PPIE activity project management support

As part of the Activity delivery stages and unless otherwise stipulated by the Buyer within the Statement of Works, the Supplier must provide project management support, including:

- a) Project plan: developing a Supplier-side project plan for meeting the Buyer's defined key milestones
- b) Task management: managing timelines and resource for day-to-day tasks associated with PPIE activities on the Supplier side
- c) Risk, issues, dependency, and assumption management: keeping a risk and issues register at an Agreement and Activity level.

17 Definition of delivery Stages

These are the definitions of the Delivery Stages as outlined in Section 2.3.

18 Scoping

Requirements during this stage are anticipated to include the Buyer:

- a) Identifying a PPIE requirement
- b) Understanding the outcome to be achieved
- c) Initial identification of the Cohort that is being targeted

By default, it is not anticipated the Supplier will be engaged at this stage.

19 Developing and finalising methodology

Requirements during this stage include:

- a) Determining of the appropriate PPIE Activity required to meet the outcomes needed
- b) Development and/or refinement of the methods to be used in the PPIE Activity

20 Cohort participant selection criteria confirmed

Requirements during this stage include:

- a) Confirmation of the Cohort selection criteria

This is subject to the requirements and conditions as contained in section 2.5 and the Statement of Works Process (where the Buyer will confirm the Cohort selection criteria, which may be amended up to the point where Cohort participant recruitment commences).

21 Cohort participant recruitment

Requirements during this stage include the Supplier:

- a) Recruitment of the Cohort as per the Order Form and in keeping with the requirements of this Specification including selection criteria and volumes.

22 PPIE Activity & data collection

Requirements during this stage include the Supplier:

- a) Delivering the ordered PPIE Activity as per the Statement of Works

- b) Collating data in the format to be agreed between the Buyer and the Supplier

PPIE Activities in scope are as set out in section 2.6.

23 Analysis

Requirements during this stage include the Supplier:

- a) Quantitative and qualitative analysis of data are to be conducted.
- b) The statistical tests will be determined when the individual projects are scoped, though there may be some post-hoc tests requested by the Buyer on sight of the data collected, or after output generation.
- c) The Buyer will invite the Supplier to advise as to the type of analysis to be conducted, before data collection but also after in case of any unexpected findings, however the Buyer will have the final say on tests conducted.
- d) The Supplier should have access to any necessary software needed to conduct the analysis and be able to share output files in formats that the Buyer can access and view.
- e) The Supplier will share any raw data collected with the Buyer, in keeping with agreed data sharing regulations, requirements or conditions of the Agreement.

24 Output generation

For all PPIE Activities, unless otherwise specified by the Buyer within the Statement of Works the Supplier will ensure any outputs are fully, accurately captured, and analysed.

Any outputs shall be presented to the Buyer in a clear and accessible format

according to the Buyer's requirements (as set out in this document and/or the Statement of Works). These could include PowerPoint Decks, PDFs, UML diagrams and more.

The Buyer will have the right to review the outputs. The review process is anticipated to include:

- a) Review of the outputs
- b) Buyer clarifications or proposed amendments
- c) Supplier updated and re-submission
- d) Buyer review and acceptance

Should the output review process not result in acceptance of the output this will be escalated via the Dispute Resolution Procedure.

25 Post completion analysis

The Buyer may require further analysis to be conducted on the data set, and this will be communicated to the Supplier within 6 months of Output completion.

26 Cohort creation (criteria and volumes) and management

27 Cohort criteria selection

The Supplier must apply its professional expertise and knowledge to design, implement, and manage a sampling strategy which meets the requirements provided by the Buyer to engage suitable Cohorts of people to participate in PPIE Activities (e.g., surveys).

Suppliers must be capable of creating a Cohort through participant selection criteria which may include a combination of criteria, including for example:

- a) Age
- b) Ethnicity
- c) Sex at Birth
- d) Gender
- e) Religion
- f) Disability
- g) Residence location
- h) Level of education
- i) Job role

- j) Main language spoken
- k) Long term health conditions or disabilities
- l) Range of attitudes to data use/sharing and trust in the NHS

Because of the nature of the ‘targeting underrepresented groups’ work, there will be more specific requirements needed based on the engagement work being done.

Example: research into the LGBTQ+³ community may require a question on sexuality and may require recruitment of Cohorts that identify as being part of the LGBTQ+ community.

The Buyer reserves the right to introduce new selection criteria for a Cohort during any stage of the activity scoping i.e., prior to data collection.

The Supplier may also propose new or alternative selection criteria to the Buyer. Any criteria proposal must ensure the outcomes of the Buyer, as defined to the Supplier, are met.

The Buyer reserves the right to discount a Supplier proposal and proceed with its own selection criteria.

Participants in PPIE activities must reside in England.

28 Cohort volumes

The Supplier must ensure sufficient availability of participant numbers to meet necessary Cohort volumes, as defined by the Buyer, for participation in the PPIE activity which will either be:

³ LGBTQ+ is an abbreviation that stands for lesbian, gay, bisexual, transgender, queer, or questioning, among others. “Plus” represents other sexual identities such as pansexual, Two-Spirit, and intersexual. The first four letters of the abbreviation have been commonly used since the 1990s. ([What Does LGBTQ+ Mean? \(verywellmind.com\)](https://www.verywellmind.com/what-does-lgbtq-mean-2794481))

- a) **Target volumes:** the desired volume of participants in the activity which may not be within the Supplier's direct control to achieve (e.g., large numbers required for surveys)
- b) **Mandatory volumes:** the Supplier must achieve and maintain a specified minimum number of participants in the activity (e.g., Citizen's Jury, repeat activities).

The Buyer may also require Supplier expertise in defining numbers/volumes to ensure statistically robust outputs.

29 Cohort Management: general

For Cohorts the Supplier will be responsible for:

- a) Management of the Cohort including recruitment, incentives, and participation in the Activities (incentive payments to the participants are solely the suppliers responsibility and participants must be paid in line with HMRC).
- b) Where a participant leaves the Cohort, they are replaced by a participant who meets the same selection criteria.
- c) Putting in place any terms and conditions with Cohort participants including, where appropriate, terms which flow down or reflect the requirements of this Agreement.
- d) Appropriate health and safety including wellbeing measures where necessary or putting in place the necessary contract terms with Cohort participants to manage this (e.g. Cohort participants attending a site to take part in PPIE activities).
- e) Monitoring Cohort satisfaction and levels of engagement.

30 Cohort Management: contingency planning

To support effective management of a Cohort the Supplier will deliver to the Buyer a Cohort Contingency Plan detailing:

- a) how they will maintain Cohorts, including specifications of additional numbers recruited to ensure minimum numbers are achieved in the case of dropouts

from one off or short-term engagements, and how satisfaction/engagement will be monitored to minimise the likelihood of dropouts.

- b) how, in the event of dropouts in long term cohorts, replacements will be recruited and incorporated into the Cohort (noting that introducing new members may affect the rapport/engagement work of the existing group).

The Supplier will submit a Draft Cohort Contingency Plan as detailed in Technical Question 3 (b) (to apply to all Cohorts the Supplier will manage) as part of its tender submission. Following contract signature the Supplier will have 10 working Days to submit a final Cohort Contingency Plan for the Buyer's consideration.

31 Cohort management: management information and reporting

The Supplier must maintain data and management information including, but not limited to:

- a) Participant dropout rates
- b) Activities which participants abandon/do not complete
- c) Numbers of replacement participants recruited to a Cohort.

The Buyer will confirm the requirements for the Cohort in the Order Form as set out in Annex C.

32 PPIE Activities

The PPIE activities as described in this section are not exhaustive, and the Buyer retains the right to vary or add to these as needed.

All PPIE activities under this Agreement are to be conducted in compliance with section 2.4.4 of this Specification (PPIE Governance).

33 Activity types

34 *Activity type 1: Citizen's Jury*

The Supplier, in collaboration with the Buyer, shall run a Citizen's Jury. A Citizen's Jury shall see the Cohort participants debate on topics, to be defined by the Buyer which may include (but is not limited):

- a) Attitudes to health data sharing
- b) Preferred options to opt out of being contacted about participation in clinical trials
- c) Preferred names and descriptions for the opt out service

As part of the Citizen's Jury, speakers may be invited to present to the Cohort participants. The Buyer anticipates that it will decide on the speakers and will invite and conform these with the Supplier in the form of an agenda.

The Buyer shall define the Cohort with input from the Supplier as required and the Supplier shall recruit and manage the Cohort (as per the Cohort requirements section). The Supplier shall ensure people recruited to the Citizen's Jury are inclusive of the diverse nature of people resident in England based on characteristics defined by the Buyer. These may include some underrepresented groups (see 2.3: Cohort Creation and Management).

The Citizen's Jury is anticipated to be held at a physical venue but may, at the Buyer's request, may be held virtually. It is anticipated that the duration will be 1 or 2 days.

The Buyer will supply content (e.g., questions and discussion guides) and stimuli (e.g., props, wording, diagrams etc) for workshops and interviews, though may ask for the Supplier's input. The Supplier shall manage the logistics such as the set up and running of the activities and may also be requested by the Buyer to provide facilitators to help with the event.

35 *Activity type 2: Surveys/Questionnaires*

A set of questions designed to gather either quantitative, qualitative, or mixed responses, usually in written form sent via post or in an online format.

The Buyer will provide the Supplier with guidance, and sometimes direct wording for questions. The Supplier may be requested to provide feedback and advice on the wording or structure of questions (though the Buyer will have the final say on content).

The Buyer shall define the Cohort with input from the Supplier as required and the Supplier shall recruit and manage the Cohort (as per the Cohort requirements section).

36 *Activity type 3: Workshops or 1-2-1 interviews*

A set of questions designed to gather either quantitative, qualitative, or mixed responses.

The Buyer will provide the Supplier with guidance, and sometimes direct wording for questions. The Supplier may be requested to provide feedback and advice on the wording or structure of questions (though the Buyer will have the final say on content).

The Buyer shall define the Cohort with input from the Supplier as required and the Supplier shall recruit and manage the Cohort (as per the Cohort requirements section).

A workshop is anticipated to be held at a physical venue but may, at the Buyer's request, may be held virtually. 1-2-1 interviews may be held at a physical venue or virtually, and the Buyer will specify any preference in advance.

The Buyer will supply content (e.g., questions and discussion guides) and stimuli (e.g. props, wording, diagrams etc) for workshops and interviews, though may ask for the Supplier's input. The Supplier shall manage the logistics such as the set up and running of the activities.

37 *Activity type: Other*

As part of its tender the Supplier may submit for consideration additional Activities which could meet the objectives and outcomes as specified by the Buyer ("Additional Supplier Services").

The Buyer is under no obligation to order the Additional Supplier Services, as set out in the Supplier's tender.

38 **PPIE governance**

39 **Data quality**

Any data delivered by the Supplier to the Buyer must be reliably recorded, accurately captured, complete and be of high quality.

All potential PPIE participant data generated by the Supplier on behalf of the Buyer must be stored electronically and made available to the Buyer in accessible formats of choice. This

could typically be in Extended Markup Language (XML), or comma separated value (csv) files with brief attribute descriptive headers.

The Supplier will be required to perform and confirm completion of data quality checks on any participant data at time of delivery to the Buyer, and these will include:

- a) no data omissions in relation to the expected attribute components required in a participant record, as defined by the Buyer.
- b) Any dates in the data shall be provided in the UK format DD/MM/YYYY
- c) Any postcodes in the data must be in the valid UK format
- d) Where UK government guidance exists in relation to standard data representation or coding wherever possible it should be applied to the data provided by the Supplier to the Buyer. Government guidance in some of the key areas such as ethnicity, religion and main language spoken can be found here in the [development planning for the 2021 census](#).

40 Consent and confidentiality

The Supplier must ensure written consent is collected from all participants to participate in PPIE activities. For some PPIE activities this may include consent to process person identifiable information.

41 Information governance

The Supplier must abide by all current UK data protection legislation and associated best practice. The Data Protection Act 2018⁴ is the UK's implementation of the General Data Protection Regulation (GDPR)⁵.

The Buyer will be the Data Controller and the Supplier will be the Data Processor under the UK GDPR and the Data Protection Act 2018. The Supplier will also be a joint Data Controller for any sampling work and selection of people to participate in PPIE related activities.

⁴ [Data Protection Act 2018](#)

⁵ [Guide to the UK General Data Protection Regulation \(UK GDPR\)](#)

The Supplier must act appropriately to destroy any sensitive and personal data in a timely manner as per the statutory requirements and earlier if instructed to do so by the Buyer.

Data and artifacts related to this contract must only be held and processed at secure locations within the UK⁶.

Ownership of all raw survey data collected, or analytical artifacts derived from the data will lie solely with the buyer who will be able to access the data, or an extract of it, at any point during the contract. All Intellectual Property Rights will be retained by the buyer.

42 Standards

The Supplier should abide by an industry standard code of conduct such as the Market Research Society Code of Conduct (2019), and in the event of needing to deviate from the code of conduct in any way should inform the Buyer prior to action and await a response.

43 Corporate and general requirements

44 Access to services

The service(s) under the Agreement may be used by any business function (service, programme, project etc.) in NHS Digital or other organisations as appropriate.

45 Hours of support

⁶ The United Kingdom (UK) comprises the whole of the island of Great Britain — which contains England, Wales, and Scotland — as well as the Northern Ireland. The Isle of Man and the Channel Islands are not in the UK.

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Order Ref:
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Unless otherwise specified, or in any stated lead times and Key Performance Indicators (KPIs), services shall be provided over the following period:

Monday to Friday during business hours (defined as 9:00 to 17:00) excluding Bank Holidays and Christmas period (exact dates TBC).

Annexes

46 Annex A: NHS Digital priority programmes

47 Our Priority Programme: NHS DigiTrials

As the Buyer has outlined, this Agreement will be subject to multiple Buyer orders throughout the Term to support the NHS Digital priority programmes, there being two “priority programmes” which the Buyer anticipates will place orders, namely NHS DigiTrials and Secure Data Environment (SDE).

48 Programme 1: NHS DigiTrials

NHS DigiTrials offers data services to support clinical trials in England. The service helps reduce the time, effort, and cost of developing new drugs, treatments, and services bringing benefits to patients, the public and the NHS.

NHS DigiTrials hosts a co-development panel currently made up of 7-8 patients with plans for further recruitment later this year. They advise and co-create many ventures, including an animation which explains the work of DigiTrials (the animation is on the DigiTrials website [NHS DigiTrials - NHS Digital](#)). However, the programme needs to seek views from a wider selection of the public on many aspects of the service to make sure all findings have been thoroughly evaluated and are representative of the views of the wider public. This requires the ability to approach specific underrepresented communities as well as large numbers of willing participants. This level of PPIE is required by governance bodies such as the Confidentiality Advisory Group and Health Research Authority.

49 Anticipated NHS DigiTrials priority activities & delivery dates

The activities listed below are not exhaustive and will be subject to change at the Buyer’s discretion. Alongside these activities the Buyer may also require further workshops, deliberative activities such as Citizen’s Juries, surveys/questionnaires, focus groups, one to

one interviews, and other user research and public engagement activities to meet the Buyer's requirements.

The table below shows key delivery dates for activities associated with the priority PPIE activities:

	Objective of PPIE Activity	PPIE Service requirement (delivery by Supplier)	Status	Delivery Date
A	Testing the options and preferences for the public to opt out of being contacted about clinical trials, being run through the NHS DigiTrials Service	<p>Activity Type: Citizen's Jury</p> <p>Summary:</p> <p>DigiTrials has conducted user research and public engagement into best practice to allow people to opt out of being contacted. Details of this are in a PowerPoint deck which the Buyer will provide the Supplier.</p> <p>In collaboration with the Buyer, the Supplier will plan, set up and deliver a Citizens' Jury on the objective. We anticipate [REDACTED] attendees, to be representative of the general public. Ideally it will be held in a physical venue in England (location either Leeds or London, Buyer will likely be able to provide venue). We are however open to suggestions to run this as an online event, should the Supplier deem this more optimal.</p> <p>Following the Citizens' Jury event, the Supplier will carry out collation and presentation of final outputs in report form, and present to the NHS DigiTrials Service.</p>	Confirmed	ASAP: commencement on 01/04/2023
B	Informing options for how the NHS DigiTrials Service can better engage and provide supporting information (including communication methods and styles) to under-represented groups (particularly the LGBTQ+ community)	<p>Activity Type: Exact numbers to be determined - likely to include [REDACTED] focus groups and [REDACTED] one to one interviews, and a survey of approx. [REDACTED] people (if feasible and practical, this survey could be combined with the opt out survey described in activity</p>	Confirmed	Commencement on 01/04/2023

		<p>row C, and this particular deliverable could therefore be delivered by 31/5/2023)</p> <p>Summary:</p> <p>Undertake public engagement on the objective, to gain feedback and perspectives on newly developed material and approaches, designed to be more inclusive to the LGBTQ+ community (though we would welcome wider feedback from all members of the public)</p>		
C	<p>Testing proposed solutions for clinical trial opt out (policy, technical solutions or service implementation) to refine and select the optimum opt out solution.</p> <p>Follow on from activity row A.</p>	<p>Activity Type: Anticipated to be a survey of approx. [REDACTED] people (respondents to be representative of the general public), to help refine and select the optimum opt out solution.</p>	Confirmed	Commencement immediately on completion of task A

50 Programme 2: NHS Digital Secure Data Environment (SDE)

The SDE service represents a change in how NHS Digital shares information, moving from a data release model to one of data access within a secure controlled environment. Sometimes also known as a Trusted Research Environment (TRE), it provides approved researchers from trusted organisations with timely and secure access to health and care data. The service is being developed based on user feedback to provide a flexible and scalable solution that supports the needs of approved healthcare researchers in a safe and secure way.

51 Anticipated SDE priority activities

The Supplier may be required to support additional PPIE activities relating to acceptance of the SDE that is currently being developed.

	Objective of PPIE Activity	PPIE Service requirement (delivery by Supplier)	Status	Delivery Date
A	PPIE activities for the SDE service	Activity Type: TBC	TBC	Commencement on 01/04/2023

52 Annex B: Order process – Statement of Work

This Annex sets out the process between the Buyer and the Supplier for how the requirements for the Priority Programmes will be confirmed during the period of mobilisation. It will also be used for any other additional or subsequent Services the Buyer elects to order (subject to contract scope).

1. Contract signed and mobilisation commences
- 2a. The Parties will meet to discuss the Priority Programme requirements as defined in the tender and the Supplier's tender response. This will be an opportunity for clarification and detailed project planning to commence.

Alternatively (for work following initial requirement delivery):

- 2b. Should a PPIE requirement be identified by another area of the Buyer's business or a subsequent PPIE requirement be identified by a Priority Programme an initial call is anticipated to be held between the Parties.
3. The Buyer will develop and submit to the Supplier a draft Order Form. The Parties will discuss and refine the document as required.
4. Following completion of any dialogue with the Supplier or internal stakeholders the Buyer Programme shall submit the final Order Form to the Supplier.
5. The Supplier shall have a period of clarification. If the Buyer Programme changes requirements or makes amendments this will result in a new version of the Order Form being provided to the Supplier.
6. From the point of submission of the original Order Form the Supplier will have a maximum of ten working days to provide a response (this will depend on complexity and size). This shall be extended accordingly dependent on changes to the original by the Buyer or any clarifications.

7. The Supplier response will include:
 - a) Proposal including approach to elaboration of requirements
 - b) Project Management services
 - c) A plan with key milestones
 - d) A pricing submission in line with the Rate Card
8. The Buyer shall review and clarify the supplier response within 3 Working Days.
Supplier to respond to clarification within 2 Working Days.
9. Following the end of the clarification process the Buyer shall decide on whether to proceed or close the request without order (without any liability to the Supplier).
10. Should the Buyer proceed with the order a Statement of Work will be signed off by both parties then a Purchase Order will be raised or amended to the value of the Supplier pricing submission.

Please note that the contract order form Annex 1 (Statement of Work (Spec)) is still in draft and will be finalised post award.

Annex C: Statement of Works

1. STATEMENT OF WORK ("SOW") DETAILS

Upon execution, this SOW forms part of the Order Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Order Contract.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Order Contract, unless otherwise agreed by the Parties in writing.

SOW Reference:	insert SOW Reference
SOW Title:	insert SOW Title
SOW Version:	V1.0
SOW Status:	DRAFT or FINAL
Date of SOW:	Click or tap to enter a date.
Order Contract Reference:	insert Call-Off Contract Reference
Variation Reference:	insert Variation Reference (e.g. Vnumber from Atamis)
Buyer Portfolio Number:	Insert Portfolio Code/s
Supplier:	Basis Social Ltd
SOW Start Date:	This SOW shall commence on insert SOW Start Date
SOW End Date:	This SOW shall expire on insert SOW End Date
Duration of SOW:	insert Duration of SOW

2. BUYER ENDORSEMENTS

Role	Name	Dated
Business		Dd mmm yyyy
Commercial		
Finance		
Legal (if needed)		

3. SOW CONTRACT SPECIFICATION – PROJECT CONTEXT		
Services	The following Services are incorporated within this Statement of Work	
	Service Provision	Included
	Scoping	<input type="checkbox"/>
	Developing and finalising methodology	<input type="checkbox"/>
	Cohort participant recruitment	<input type="checkbox"/>
	PPIE Activity & data collection	<input type="checkbox"/>
	Analysis and Evaluation	<input type="checkbox"/>
	Output generation	<input type="checkbox"/>
		<input type="checkbox"/>
SOW Background	<p>[Buyer Guidance: <i>This must clearly define the context of the SOW within the context of the overall Order Contract]</i></p> <p>Insert reference back to the scope of the Order Contract to which this SOW relates.</p>	
Project	Insert item and nature of the project.	
Overview of Requirement	Insert a text description of what is to be undertaken under cover of this SOW – provide the detail by reference to the milestones.	

For the purposes of HMRC IR35, for the individual/s and/or role/s covered by this determination (strike out **A**, **B**, or **C** as appropriate e.g. ~~struck out~~ leaving one box clear):

A. The individual/s and/or role/s is/are deemed to be **inside the scope of HMRC IR35** based on the checked criteria identified above (inside if any have been checked). As such it is required that the individuals pay full PAYE/NI for the work undertaken and therefore must not be working for a Personal Services Company (PSC) unless via an approved umbrella organisation. The individual/s must not be a material shareholder (over 5%) within the organisation being contracted with

B. None of the above criteria have been checked and the work consists of clearly defined deliverables which must be completed within the fixed / capped time and material budget agreed for the work ahead of execution and the individual/s and/or role/s are therefore **clearly fully outside the scope of HMRC IR35**

5. BUYER REQUIREMENTS – SOW DELIVERABLES

Insert overview of deliverables, if required, here

5. BUYER REQUIREMENTS – SOW DELIVERABLES

Milestone Ref	Milestone Description	Due date	Key Date
MS01	Insert description	dd/mm/yyyy	<input type="checkbox"/>
MS02	Insert description here	dd/mm/yyyy	<input type="checkbox"/>
	<i>Copy from above</i>		

KPIs	KPI Description	Target	Measured by
Reports	Insert description	Weekly	Report
Service Review	Insert description here	Monthly	Meeting
	<i>Copy from above</i>		

6. BUYER REQUIREMENTS – ADDITIONAL SOW SPECIFIC REQUIREMENTS					
Delivery Plan	Insert detail if applicable				
Dependencies	Insert detail				
Key Sub-Contractors	<p>[Buyer Guidance: <i>The parties shall include any SOW specific key sub-contractors below</i></p> <p>List of any Key Sub-Contractors</p>				
Key Staff (Buyer)	<p>[Buyer Guidance: <i>The Buyer should include any key staff on the Buyer side below</i></p> <p>List of named key Supplier staff and their roles</p>				
Key Staff (Supplier)	<p>[Buyer Guidance: <i>A list of any key Supplier staff should be included below</i></p> <p>List of named key Supplier staff and their roles</p>				
Supplier and/or 3rd Party Intellectual Property	<p>Unless specifically noted below the Supplier agrees that the Deliverables under this Statement of Work will not, in any way, be dependent on either Supplier or Supplier furnished 3rd Party IPR</p> <table border="1"> <tr> <td>One or more Deliverables under this Statement of Work will be dependent of Supplier and/or Supplier furnished 3rd Party IPR as detailed below</td> <td></td> </tr> <tr> <td>The specific IPR (and associated licence terms) are detailed in:</td> <td> <p>[Buyer Guidance: <i>applicable licence terms should be attached as an Appendix to this Statement of Work</i></p> </td> </tr> </table>	One or more Deliverables under this Statement of Work will be dependent of Supplier and/or Supplier furnished 3 rd Party IPR as detailed below		The specific IPR (and associated licence terms) are detailed in:	<p>[Buyer Guidance: <i>applicable licence terms should be attached as an Appendix to this Statement of Work</i></p>
One or more Deliverables under this Statement of Work will be dependent of Supplier and/or Supplier furnished 3 rd Party IPR as detailed below					
The specific IPR (and associated licence terms) are detailed in:	<p>[Buyer Guidance: <i>applicable licence terms should be attached as an Appendix to this Statement of Work</i></p>				
Processing Data	<p>Unless explicitly noted below this SOW shall be covered by the arrangements contained in <i>DPS Joint Schedule 11 (Processing Data)</i>.</p> <p>[Buyer Guidance: <i>If an exception then a SOW specific version of Annex 5 should be developed, endorsed via data governance and specifically agreed by the Supplier</i></p> <table border="1"> <tr> <td>This Statement of Work requires specific Data Processing arrangements</td> <td></td> </tr> <tr> <td>The specific arrangements are held in the document entitled:</td> <td></td> </tr> </table>	This Statement of Work requires specific Data Processing arrangements		The specific arrangements are held in the document entitled:	
This Statement of Work requires specific Data Processing arrangements					
The specific arrangements are held in the document entitled:					

7. CHARGES	
Order Contract Charges	Please detail
Rate Card Applicable	Order Schedule 5 (Pricing Details)
Public/Patient Participation Incentive Payments	<p>[Buyer Guidance]: <i>the parties will agree the rates and maximum payable for incentives on a SOW by SOW basis.</i></p> <ul style="list-style-type: none"> • The maximum amount of any incentives per person will be no more than £XXX • The aggregate of all incentives paid under this SOW will be no more than £XXX • The process for agreeing and claiming incentives is: <ul style="list-style-type: none"> ○ [to complete]
Reimbursable Expenses	Expenses are not applicable to this Order Contract. Expenses should be built into the Order Contract provided within Order Contract Schedule 5 – (Pricing).
The estimated value of this SOW	£

8. VARIATIONS TO TERMS	
Statement of work specific variations to Terms	<p>[Buyer Guidance]: <i>There should generally be no SOW specific variations to Terms. However, if absolutely deemed necessary such variations should be listed here. There should be absolute clarity with respect to referring to the appropriate contract document (such as the Order Form, specific Order Contract Schedule, etc) as well as specific clauses within that document.</i></p>

9. TERMINATION	
Notice period for termination for convenience	<p>9.1 Without prejudice to the rights and liabilities of the parties under Clause 10 (Ending the contract or any subcontract) of the Core Terms, and subject to the provisions of paragraph 9.2 of this SOW below, the Buyer has the right to terminate this Statement of Work at any time without reason and without compensation or costs by giving the Supplier not less than 30 days' written notice.</p> <p>9.2 Where the Buyer exercises its rights to terminate this SOW in accordance with paragraph 9.1 above, the provisions of Clause 10.6 of the Core Terms will apply to the termination of this SOW and the Deliverables under it in the same way such apply to termination of the Order Contract under Clause 10.2.2 of the Core Terms.</p>

Order Schedule 20 (Order Specification)
Order Ref:
Crown Copyright 2021

10. SIGNATURES AND APPROVALS

Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into Appendix 1 of the Order Form and incorporated into the Order Contract and be legally binding the Parties:

Signed by an authorised signatory for and on behalf of NHS England (the '**Buyer**').

Buyer Signatory

Signed by an authorised signatory for and on behalf of (the '**Supplier**').

Supplier Signatory

Order Schedule 20 (Order Specification)
Order Ref:
Crown Copyright 2021

Pricing Schedule Annex 2



Annex 2 Pricing
Schedule .xlsx