DPS Schedule 5 (Order Form Template)

This Order Form is issued under the BIS DPS Agreement with the reference number C102761 as part of a Call for Competition on 18th November 2022 for the provision of Legally Restricted Confidential Reference Data: (Clinical) – WP2.

Buyer	
Organisation	NHS England
Representative	[redacted]
Tel	n/a
Email	[redacted]
Agent *(if applicable)*	
Organisation	
Representative	
Tel	
Email	
Supplier	
Organisation	Faculty of Clinical Informatics Consultancy
Representative	[redacted]
Tel	n/a
Email	[redacted]

Title of Work	Legally Restricted Confidential Reference Data: (Clinical)
Call-Off Reference	C102761
Proposed Start Date	As soon as the contract is executed

Summary							
Scale of Standard *(select as applicable)*		New		Major Revision	X	Minor Revision	
Type of Standard *(select as applicable)*							
Professional		Direct Care		Indirect Care			
Semantic		Representation	X	Transformation		Modelling	
Technical		Architecture		Interface		Protocol	
Scope of Services *(select one or more)*							
Governance	X	Development	X	Assurance		Endorsement	
Publication		Promotion		Implementation	X	Evaluation	

Part A – Buyer Requirements

A1 - Objective

To improve the ability of NHS Digital to comply with its own legal obligations in respect of acquiring and sharing certain categories of sensitive personal and identifiable data, by:

- consulting with the significant stakeholders involved in NHS Digital's acquisition and subsequent handling of identifiable sensitive patient data
- describing stakeholder use cases for data sharing and their requirements and expectations in respect of prevailing statutory obligations that restrict sharing of certain categories of identifiable sensitive data
- evaluating prior art and experience[1] in respect of supporting such compliance through the construction and publication of centrally maintained lists of cod
- es for sensitive clinical phenomena (e.g. diagnoses and procedures)
- developing a new technical product design, content editorial policies and overall professional and medicolegal governance and assurance frameworks for an improved offering. Note that governance and assurance frameworks should cover both the upstream product build and downstream implementation stages.
- describing any residual legal risks of continuing illegal disclosure that will not be mitigated, and any new risks from incorrect or inappropriate suppression that will be introduced, by the new design
- socialising the new designs and its residual risk profile with stakeholders, to gain consensus approval
- subject to consensus approval, constructing the first release of the new product, built and assured according to the new design, policies and governance framework.

A2 - Background

All medical data are protected by a "Common Law" duty of confidentiality.

Personal and sensitive data are also additionally protected by the General Data Protection Regulations introduced in the Data Protection Act 2018

However, certain Statutory or Contract UK Law imposes additional information disclosure regulations in respect of three specific medical subdomains:

A2.1 Human Fertilisation and Embryology Act 1990 (as amended in 2008)

Section 25 of the Human Fertilisation and Embryology Act 2008 updates the restrictions already detailed in the 1990 version of the Act. Unless specifically exempted, it prohibits those licensed by the HFEA or commissioned by them from disclosing identifiable information without prior consent if that information records, (whether directly or indirectly):

(a) the provision for any identifiable individual of (relevant fertility) treatment services other than basic partner treatment services,

[1] E.g. Hampshire and Wessex Health Records; ISB 1572; Legally Restricted Patient Confidential Data product (2013-16); the four GP summary data sharing exclusion reference sets (999004371000000100, 999004381000000103, 999004351000000109, 999004361000000107 - see here); Secondary Uses Service (SUS) Guidance – Legally Restricted Codes; any similar products produced by other countries.

(b) the procurement or distribution of any sperm, other than sperm which is partner-donated sperm and has not been stored, in the course of providing non-medical fertility services for any identifiable individual,
(c) the keeping of the gametes of any identifiable individual or of an embryo taken from any identifiable woman,
(d) the use of the gametes of any identifiable individual other than their use for the purpose of basic partner treatment services, or
(e) the use of an embryo taken from any identifiable woman,

or if it shows that any identifiable individual was or may have been born in consequence of:
(a) treatment services, other than basic partner treatment services, or
(b) the procurement or distribution of any sperm (other than partner-donated sperm which has not been stored) in the course of providing non-medical fertility services.

A2.2 NHS Directions on Sexually Transmitted Diseases (2000)

Using powers derived from sections 17 and 126(3) of the National Health Service Act 1977(a), the Secretary of State for Health issued the NHS Trusts and Primary Care Trusts (Sexually Transmitted Diseases) Directions 2000. This directs every NHS trust and Primary Care Trust to take all necessary steps to secure that any information capable of identifying an individual obtained by any of their members or employees with respect to persons examined or treated for any sexually transmitted disease (including HIV and AIDS) shall not be disclosed except:
(a) where there is explicit consent to do so
(b) for the purpose of communicating that information to a medical practitioner, or to a person employed under the direction of a medical practitioner in connection with the treatment of persons suffering from such disease or the prevention of the spread thereof, and;
(c) for the purpose of such treatment or prevention.

A2.3 Gender Recognition Act 2004

Unless specifically exempted, Section 22 of the Gender Recognition Act 2004 prohibits persons acquiring information in an official capacity from disclosing that information in any identifiable form without prior consent if said information records, whether directly or indirectly:
(a) that an application for gender reassignment has been made under the act
(b) of, if such an application has already been granted, otherwise concerns the data subject's gender before it becomes the acquired gender

Other extremely sensitive areas of clinically recorded information also exist[2,3] and over the years it has been proposed that several of these should *also* require special handling e.g. termination of pregnancy, physical or sexual abuse, sexual orientation and activity, criminal and prison record, marital status, complaints about care.

However, at the time of writing, only the three above are currently specifically regulated by UK contract or statute laws.

[2] Sensitive codes to be collected | medConfidential
[3] Redacting sensitive information from health records | MDDUS

Previous Mitigations

ISB 1572 (1999-2021)

In March 1999 (before the Gender Recognition Act), the NHS Information Standards Board published ISB 1572 as DSCN 41/98/P26 with the goal of assisting data owners in complying with the two clinical subdomains then already subject to special UK statutory regulation at that time (IVF and STD).

This standard set out rules for the removal of patient identifiable data for specified diseases and operations. Significantly, it included (page 5) two short lists of codes - eight ICD diagnosis and eleven OPCS-4 procedure codes – that were specifically related to IVF. It did not, however, include any similar explicit list of STD diagnosis or treatment codes, nor any lists of codes drawn from many other coding systems used extensively by the NH.,

The shortcomings of ISB 1572 became increasingly evident over the following two decades, leading ultimately to its formal withdrawal in March 2021.

The Legally Restricted Patient Confidential Reference Data (2013-2016)

By 2010, prior to the withdrawal of ISB 1572 and as part of trying to implement it, several initiatives[4] were attempting to craft code lists that were not only considerably broader in their scope but also - and more importantly – were expressed in terms of the coding systems used in UK Primary Care; the ISB 1572 code lists appeared to have been drawn up with only Secondary Care data flows uniquely in mind.

In 2012 NHS Digital Terminology and Classifications were asked to assist with the technical aspects of updating, improving and then maintaining the code list elements. Improved code lists were accordingly published from March 2013 thru April 2016 as the biannually updated Legally restricted patient confidential reference data (LRPCD). However, maintenance and publication of this product ceased after 2016 when the required clinical oversight could no longer be secured.

By its final publication in April 2016 the LRPCD product offered parallel code lists for all five supported national coding products deployed into the NHS[5], but only across the assisted conception and sexually transmitted disease clinical domains. Since the 2016 withdrawal of the product, its existence remains now only indirectly referenced within the NHS Data Dictionary guidance on compliance with the various security and Patient Confidentiality issues; prior to 2016 the same guidance had provided had been a direct URL link to the TRUD resource.

The 2013-2016 LRPCD design had several limitations, including but not limited to:

- There were no lists relating to gender recognition
- The lists were poorly versioned and there was no audit trail of changes
- Only extensional lists were published; suppliers with their own principled local extension to a core controlled codelist could not easily determine which of their local codes should also be considered restricted
- The product assumed that, for any clinically restricted area, a single list of codes from each code system would always be equally appropriate to all possible data flows
- No transparent governance apparatus or editorial policy existed by which rulings could be made concerning e.g. whether either *monkeypox* or *chlamydial ophthalmia neonatorum* are sexually transmitted diseases; when to include or exclude specific codes for which only the huge majority rather than necessarily *all* legitimate uses in

[4] Chiefly the Hampshire Health Record and SCIMP

[5] 5-Byte READ Version 2, Clinical Terms Version 3, SNOMED CT, ICD10 and OPCS

real-world patient data imply a restricted diagnosis or procedure, or that are in all circumstances unequivocally sensitive but are required for e.g. payment analysis purposes
- The SNOMED codelist components assumed that all implementations were capable of handling the consequences of SNOMED concept inactivation

Reemergent requirements

In 2018 NHS Digital carried out a public consultation concerning legally restricted codes. It is not known whether there was any report of that consultation.

In April 2022, changes came into force for a number of NHS-specified datasets (CDS 6.3, DID, Ambulance etc). These changes permit identifiable information about individual patient diagnoses and procedures to be submitted using any one of the very many SNOMED codes already permitted to be entered directly into their Electronic Patient Record. Other datasets are in the process of considering or making similar changes (e.g. ECDSMax)

Previously, such data had to be abstracted by hand from the detail of the (usually) paper record to an often much smaller and less detailed list of bespoke dataset codes. These different datasets often additionally chose to abstract the same underlying clinical phenomena differently and to use different “codes” to represent the same things.

The recent data submission changes have heightened concern amongst the Dataset Information Asset Owners in respect of how they might fulfil their responsibilities for those conditions where data sharing is subject to special UK legal regulation. This concern has translated into a call to accelerate a strategic review of what should replace ISB 1572.

The following sections provide further detail concerning aspects of the commission.

Scope

Previous similar products, including specifically ISB 1572 and the LRPCD that replaced it, were conceived as having a national remit. By contrast, the scope of the work and product commissioned herein is restricted to supporting only NHS Digital with its own legal obligations.

Reference code sets

Lists are required for each clinical terminology or classification that has been in active use in the UK within the last twenty years. These are therefore at least:

5-Byte READ version 2
Clinical Terms version 3
SNOMED CT
ICD10
OPCS versions 4.2 onward
HRG4+

Stakeholder identification and engagement

Given the reduced scope (above), the Data Asset Owners within NHS Digital should be included, as well as professional members of the relevant clinical specialties and representatives from interest groups for the significantly affected patients. However, the supplier should ultimately recommend which stakeholders exist and need consulting, especially given the later build a consensus acceptance of the proposed solution and its known limitations. Buyer acceptance of which stakeholders will be engaged is an early deliverable.

Where the Supplier feels that the financial inducement of stakeholders to engage, or reimbursement for their time engaging will be useful or necessary, then this cost should be included and itemised within the overall bid.

Tooling and other NHSD support

Suppliers are at all times free to use whatever tooling they deem fit, both to carry out any iterative consultation, design or evaluation phases of the project and subsequently during the full initial product build phase for Deliverables 7.1 onward (subject to Deliverable 6 leading to approval to proceed to their construction) provided this does not create a dependency on specific or proprietary tooling for all future maintenance of the product. Suppliers are not required to use the NHS Data Migration Workbench for any part of the work but are free to do so where this would be sufficient and useful, noting however that this software remains entirely unsupported. Any supplier dependence on that tool would be at the supplier's own risk.

From the preceding background discussion, it will be evident that NHS Digital has previously built some internal expertise in this area. Suppliers should specify in the bid if they anticipate needing to draw upon this subject matter expertise both within NHSD or externally.

Establishing Consensus on a solution

The Supplier will measure the degree of clinical, legal and stakeholder consensus achieved in support of their new product design and presentation of its residual risks. NHSD will assess the methodology used to build and measure the consensus and having made that assessment, will decide whether the supplier should proceed to the final product construction deliverable.

Ownership and liabilities

The specification of the final technical product design, editorial principles and governance and assurance frameworks will be owned by NHSD, and subsequent accountability for implementing and maintaining these will also lie with NHSD. NHSD will own any product constructed to the design, including its assurance, and all associated liability.

Future maintenance

NHSD will consider contracting for subsequent maintenance once the implications of the technical product design, editorial and governance principles are understood

Legal basis for data sharing restrictions

The legal basis for data sharing restrictions is detailed in full in the Statutory and contract instruments already detailed. The Supplier should however anticipate and therefore cost some quantity of additional legal advice being required, especially in areas where there is poor consensus (e.g. over whether or not to restrict particular codes). In these scenarios, the clinical and legal liability risks of taking either path will need to be set out and presented to the stakeholders for their decision.

Encoding of materials and products

The primary curation and delivery format of the new product shall always be as fully machine readable files, which shall also be the ultimate "source of truth" from which any human-reviewable variants may also be derived.

Final product file formats (encoding, column names etc) shall be robustly versioned and dated. They are not required to follow the encoding using by earlier similar products such as the LRPCD.

Any SNOMED codelist component of the product shall be delivered at least as RF2 simple refsets. However, the overall design can also allow the same data to be concurrently shipped within the same release in other formats.

A3 - Target Plan

The following timescales are for the purposes of setting the overall goals with respect to the timing of the work. The details for the iterative development or assurance activity will fall out of the ongoing management process.

The target stated below are expected delivery upon start date and will be confirmed.

Ref	Buyer Needs Descriptions	Target
M1	Agree stakeholders to be consulted	Week 2
M2.1 M2.2	Draft Report: Stakeholder requirements Draft Report: Review and critique of prior art and experience	Week 6
M3.1 M3.2 M3.3	Final Report: Stakeholder requirements Final Report: Review and critique of prior art and experience Draft technical, content and governance specifications	Week 10
M4.1 M4.2 M4.3 M4.4	New product technical specification Final Specification of content editorial principles Final Specification of professional and medicolegal governance frameworks Final Report: Residual unmitigated and new emergent risks	Week 18
M5	Draft proof-of-concept test data and implementation	Week 20
M6	Final Report: Consensus building around proposed solution	Week 22
M7.1 M7.2 M7.3 M7.4 M7.5 M7.6	Product: READ2 code lists Product: CTV3 code lists Product: SNOMED CT code lists Product: ICD10 code lists Product: OPCS4.9 code lists Product: HRG4+	Week 30

A4 - Target Settings

The following table identifies the target health and social care settings relevant to this work and its potential impact on these settings. Please select all settings that apply.

Ref	Service	Target	Potential Impact *(see definitions)*	Ref to Note
S01	Primary Care - General Practice	Yes	Sig	
S02	Primary Care - Dentistry	Yes	Sig	
S03	Primary Care - Pharmacy	Yes	Sig	
S04	Primary Care - Optometry	Yes	Sig	
S05	Primary Care - Out of Hours	Yes	Sig	
S06	Other Primary Care setting *(please identify)*	Yes	Sig	
S11	Secondary Care - Ambulance	Yes	Sig	
S12	Secondary Care - Emergency	Yes	Sig	
S13	Secondary Care - General/Acute *(please identify as Anaesthesia, Community sexual and reproductive health, General medicine, Intensive care medicine, Obstetrics and Gynaecology, Occupational medicine, Oncology, Ophthalmology, Paediatrics, Pathology, Pharmacy, Radiology and or Surgery)*	Yes	Sig	
S14	Secondary Care - Maternity	Yes	Sig	
S15	Secondary Care - Mental Health	Yes	Sig	
S16	Other Secondary Care setting *(please identify)*	Yes	Sig	
S21	Community Care - Child Health	Yes	Sig	
S22	Community Care - End of Life	Yes	Sig	
S23	Community Care - Mental Health	Yes	Sig	
S24	Community Care - Rehabilitation / Aids & Adaptations	Yes	Sig	
S25	Community Care - Treatment / Therapies	Yes	Sig	
S26	Other Community Care setting *(please identify)*	Yes	Sig	
S31	Public Health - Health Promotion	Yes	Sig	
S32	Public Health - Immunisation & Vaccination	Yes	Sig	
S33	Public Health - Infection Prevention/Control	Yes	Sig	
S34	Public Health - Screening	Yes	Sig	
S35	Other Public Health setting *(please identify)*	Yes	Sig	
S41	Social Care - Advocacy services (*identify as Adult / Child / Both*)	Yes	Sig	
S42	Social Care - Disabilities services *(identify as Adult / Child / Both)*	Yes	Sig	
S43	Social Care - Domiciliary care *(identify as Adult / Child / Both)*	Yes	Sig	

Ref	Service	Target	Potential Impact *(see definitions)*	Ref to Note
S44	Social Care - Needs assessments *(identify as Adult / Child / Both)*	Yes, both	Sig	
S45	Social Care - Residential care *(identify as Adult / Child / Both)*	Yes, both	Sig	
S46	Social Care - Safeguarding *(identify as Adult / Child / Both)*	Yes, both	Sig	
S47	Other Social Care setting *(please identify)*	Yes	Sig	1
S51	Genomics	Yes	Sig	

Impact Definitions	
Min	The revised or newly created information standard could have a minimal but identifiable impact upon the current provision of care services within this setting
Mod	The revised or newly created information standard could have a tangible and measurable impact upon the current provision of care services within this setting
Sig	The revised or newly created information standard could have a substantial and disruptive impact upon the current provision of care services within this setting

Setting Notes are as follows:

1. Legally restricted clinical information can be both generated by and clinically relevant to any care setting. Depending on the new product technical design and the architectures it must be implemented within, there could be a significant short-term disruptive impact across multiple care settings as system changes are made, but with all patients being exposed to a similarly low level of disruption.

   Where any new product also introduces a new risk of clinically important information being suppressed, there is a risk of longer term disruption involving much smaller numbers of patients, but where they are exposed to higher levels of individual clinical risk.

A5 - Target Stakeholders

The following table summarises the target stakeholder groups for the work and the extent of engagement required of them. Please select all audiences that apply.

Ref	Audience	Target	Extent of Engagement *(see definitions)*	Ref to Note
A01	Patients, service users and citizens	Yes	Ind	
A02	Registered health and social care professionals	Yes	Ind	
A03	Regulated health and social care professional bodies	Yes	Ind	
A04	Health and social care provider organisations	Yes	Ind	1
A05	Voluntary/third sector organisations	No		
A06	Dept of Health & Social Care and its Arm's Length Bodies	No		
A07	Central government *(its Depts and Parliament)*	No		
A08	Devolved governments *(their Depts and Parliaments)*	No		
A09	Local Government	No		
A10	International organisations / bodies representing other nations	Yes	Ind	2
A11	Academia	Yes	Ind	
A21	Other Audience *(please identify)*	No		

Engagement Definitions	
Ind	The revision or creation of the information standard will require direct engagement with one or more of the following: key individuals representative of the selected stakeholder group(s)
Org	The revision or creation of the information standard will require direct engagement with one or more of the following: key individuals representative of the selected stakeholder group(s) and/or organisations representative of the selected stakeholder group(s).
Pop	The revision or creation of the information standard will require direct engagement with one or more of the following: key individuals representative of the selected stakeholder group(s) and/or organisations representative of the selected stakeholder group(s) and/or large user communities representative of the selected stakeholder group(s).

Stakeholder Notes are as follows:

1. NHS Digital
2. WHO, SNOMED International

A6 - Target Deliverables

The following table lists the various deliverables which could be required from this work and the relative complexity of each. Please select all deliverables that apply.

Ref	Deliverable	Target	Degree of Complexity *(see definitions)*	Ref to Note
D11	Development Plan (inc methodology)	No		
D12	Research Proposal	No		
D13	Research Outcomes	No		
D14	Evaluation of Supporting Technologies/Standards	Yes	Rep	
D21	Assessment of Need	Yes	Sec	
D22	Assessment of Burden	No		
D23	Assessment of Risks	Yes	Sec	
D24	Assessment of Benefits	No		
D25	Assessment of Training Support	No		
D26	Assessment of Investment Options (inc Value for Money)	No		
D27	Clinical Hazard Log	No		
D28	Data Privacy Impact Assessment	Yes	Sec	
D29	User Research Log	No		
D30	Draft Design Specification	Yes	Rep	
D31	User Guidance	No		
D32	Other Developer deliverable (please identify)	No		
D41	Assurance Plan (inc methodology)	Yes	Sec	
D42	Clinical Safety Assessment	Yes	Sec	
D43	Information Governance Assessment	Yes	Sec	
D44	Updated User Guidance	No		
D45	Correspondence Log	No		
D46	Final Design Specification	Yes	Rep	
D47	Other Assurer deliverable (please identify)	No		
D51	Endorsement	Yes	Let	
D52	Other Endorser deliverable (please identify)	No		
D61	Pre-publication Assessment	No		
D62	Post Publication Assessment (including user feedback)	Yes	Rep	
D63	Other Publisher deliverable (please identify)	No		
D71	Promotion Plan (including methodology)	No		
D72	Promotion Outcomes (including correspondence log)	No		
D73	Other Promoter deliverable (please identify)	No		
D81	Implementation Plan (including methodology)	No		
D82	Implementation Outcomes (including user feedback)	No		
D83	Other Implementor deliverable (please identify)	No		
D91	Evaluation Plan (including methodology)	No		

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Ref	Deliverable	Target	Degree of Complexity *(see definitions)*	Ref to Note
D92	Evaluation Outcomes (including consultation log)	No		
D93	Other Evaluator deliverable (please identify)	No		

Complexity Definitions	
Sec	The deliverable will be made up of one or more defined document sections (including references, glossary and bibliography elements) contributing to the body of a Buyer report
App	The deliverable will be made up of one or more defined document appendices (including references, glossary and bibliography elements), and potentially document sections, contributing to the body of a Buyer report
Rep	The deliverable will be a full report including all references, glossary, bibliography, appendices, version control and document management
Let	The deliverable will be a letter to the Buyer of the formal endorsement of the information standard by a body of responsible professional opinion or other recognised representative stakeholder organisation

Delivery Notes are as follows:
N/A

A7 - Roles

The table summarises which high level role each party (Buyer, Agent [if applicable], or Supplier including any work sub-contracted via the Supplier) will hold. It uses a slightly extended version of the standard RACI terminology as follows:

- (R)esponsible - the primary party responsible for delivery (only one per role). A lower case (r) can be used to indicate if another party has partial responsibility (under the management of the primary responsible party)
- (A)ccountable - the party who is accountable for the role (only one per role) who has the ultimate decision-making ability about the role
- (C)onsulted - any party who must be routinely consulted with regard matters relating to the role (with evidence that this is the case)
- (I)nformed - if a party should be informed

Role	Buyer	Agent	Supplier	Ref to Note
Custodian	RA			
Developer	C		RA	
Assurer	AC		R	
Endorser	A		R	
Publisher	RA			
Promoter	RA			
Implementor	RA			
Evaluator	RA			

Responsibility Notes are as follows:
N/A

A8 - Management

A8.1 - Control

Unless agreed as otherwise between the Buyer and the Supplier, the frequency of progress meetings will be:

Every 2 weeks

The purpose of the progress meeting is to:

- Understand progress to date and capture actual time taken to complete identified tasks (backlog items) for the purposes of continuously improving forward estimates
- Review the outstanding tasks (backlog item list) re-prioritising them, or evolving them - ideally into sprint sized activities - as progress is made through the backlog item list, and amending, deleting or supplementing them as necessary (recording any changes to scope and any material impact on the Charges and/or timescales)

- Planning for the next sprint accordingly, ensuring that criteria for marking agreed tasks as “done” are agreed in enough detail; and, if necessary bringing the work to closure
- In the event of deciding to bring the work to closure, the Supplier acknowledges its obligations to bring the work to a mutually satisfactory conclusion (see termination) as part of final (sprint) planning

Unless otherwise agreed between the Buyer and the Supplier the Sprint duration will be the same duration as the frequency of progress meetings set out above.

A8.2 - Termination

Standard

A8.3 - Charging

Charging Method	Charging Method Selected
Fixed Price	[redacted]
Incremental Fixed Price	[redacted]
Time and Materials	[redacted]

A8.4 - Special Requirements

Not applicable

Part B - Offer

Response to technical Q1_FCI.do

Response to social Q_FCI (1).docx

C102761 - Legally Restricted WP2_FCI

Response to technical Q3_FCI.do

Response to technical Q2_FCI.do

[redacted]

	Total Cost	71200

Part C – Contract Details

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Schedules.
2. The following Schedules:

Joint Schedule 1 (Definitions and Interpretation)	☒	Joint Schedule 5 (Corporate Social Responsibility)	☒
Joint Schedule 2 (Variation Form)	☒	Joint Schedule 6 (Subcontractors)	☐
Joint Schedule 3 (Insurance Requirements)	☒	Joint Schedule 7 (Rectification Plan)	☒
Joint Schedule 4 (Commercially Sensitive Information)	☐	Joint Schedule 8 (Processing Data)	☐
Call-Off Schedule 1 (Transparency Reports)	☐	Call-Off Schedule 5 (Key Supplier Staff)	☐
Call-Off Schedule 2 (Staff Transfer)	☐	Call-Off Schedule 6 (Security)	☐
Call-Off Schedule 3 (Task Record)	☒	Call-Off Schedule 7 (Implementation Plan)	☐
Call-Off Schedule 4 (Additional Call-Off Pricing Details)	☒	Call-Off Schedule 8 (Call-Off Management)	☒

3. BIS DPS Core Terms

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of or added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1	NONE
Special Term 2	
Special Term 3	

CALL-OFF TERM

Call-Off Start Date	13/03/2023
Call-Off Expiry Date	31/01/2024

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

INVOICING

The Supplier shall invoice the Buyer for all Tasks that were planned and completed as part of any given sprint at the end of each sprint and such invoices shall be payable in accordance with the Core Terms. Each invoice rendered shall include the Charges for the Tasks that have been agreed as completed in each sprint.

ADDITIONAL CALL-OFF CHARGES

See details in Call-Off Schedule 4 (Additional Call-Off Pricing Details)

ADDITIONAL COMMERCIALLY SENSITIVE INFORMATION

In addition to those set out in Joint Schedule 4 (Commercially Sensitive Information), the Supplier should set out here any further information which it considers to be Commercially Sensitive Information.

No.	Date	Item(s)	Duration of Confidentiality
1			
2			

DATA PROCESSING

This table should be completed where Joint Schedule 8 (Processing Data) is to be used in the Call-Off Contract to which this Order Form applies.

Call-Off Contract	**Building Information Standards**
Date:	
Description of Authorised Processing	**Details**
Subject matter of the processing	NOT USED
Duration of the processing	
Nature and purposes of the processing	
Type of Personal data	

Categories of Data Subject	

ADDITIONAL INSURANCES

N/A

PAYMENT METHOD

Where NHS England is the Buyer, P2P payment only via invoice to:

NHS England,
T56 Payables A125,
Phoenix House,
Topcliffe Lane,
Wakefield,
WF3 1WE

Part D - Approval

[redacted]