

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

Call-Off Ref: RM1043.8

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Order Form

Call-Off Reference: project_18753 - RM1043.8-1-NHS ENGLAND - C124067

Call-Off Title: AAC Tableau dashboard operational layer user requirements and metric development

Call-Off Contract Description:

The work is being done to create an updated dashboard to better meet user needs by providing metrics to support decision-making. Although the Performance and Evaluation (P&E) team can deliver Tableau dashboards, they still need to gain all the specialist skills, knowledge, and expertise to create everything required. Therefore, the supplier will be expected to work with P&E to build these skills internally over the contract period.

Phase 1: a comprehensive review of existing user engagement and research. Delivery of user research to understand requirements for an operational dashboard. This research phase must explore how users would like the dashboard to work and operate in the future and understand their needs and requirements. The research must also seek to understand user issues, concerns, problems and difficulties with the present dashboard and P&E reporting mechanisms.

Phase 2: establishing and refining metrics for operational reporting, including working with stakeholders to identify data sources and plan delivery.

Phase 3: Working with P&E to deliver and test iterations of a Tableau dashboard and to refine and deliver updated dashboards. Identify other tools that better meet user needs.

The Buyer: NHS England

Buyer Address: NHS England, Quarry House, Quarry Hill, Leeds, LS2 7UE

The Supplier: InterWorks Europe Limited

Supplier Address: Unit 1, Christchurch Business Park, Radar Way, Christchurch BH23 4FL

Registration Number: [REDACTED]

DUNS Number: [REDACTED]

SID4GOV ID: [REDACTED]

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Applicable Framework Contract

This Order Form is for the provision of the Call-Off Deliverables and dated 10 August 2023.

It's issued under the Framework Contract with the reference number RM1043.8 for the provision of Digital Outcomes Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

Call-Off Lot

Lot 1: Digital Outcomes

Call-Off Incorporated Terms

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.8
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
 - Joint Schedules for RM1043.8
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data) RM1043.8
 - Joint Schedule 12 (Supply Chain Visibility)

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- Call-Off Schedules for RM1043.8
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details and Expenses Policy)
 - Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 13 (Implementation Plan and Testing)
 - Call-Off Schedule 14 (Service Levels and Balanced Scorecard)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 26 (Cyber Essentials Scheme)

5 CCS Core Terms (version 3.0.11)

6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.8

7 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, 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:

None

Call-Off Start Date: 14/08/2023

Call-Off Expiry Date: 13/02/2024

Call-Off Initial Period: 6 (six) Months

Call-Off Optional Extension Period: 3 (three) Month(s)

Minimum Notice Period for Extensions: 1 (one) Month(s)

Call-Off Contract Value: £136,300.00 ex VAT

Call-Off Deliverables

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

Warranty Period

The Supplier shall provide digital and Software Deliverables with a minimum warranty of at least 90 days against all obvious defects, and in relation to the warranties detailed in

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Paragraphs 4 (licensed Software warranty) and 9.6.2 (Specially Written Software and New IPRs) of Call-Off Schedule 6 (IPRs and Additional Terms on Digital Deliverables).

Buyer's Standards

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

None

Cyber Essentials Scheme

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

Maximum Liability

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

██████████.

Call-Off Charges

1 Capped Time and Materials (CTM)

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables.

All changes to the Charges must use procedures that are equivalent to those in Paragraph 4 in Framework Schedule 3 (Framework Prices).

Reimbursable Expenses

None

Payment Method

Payments will be made by BACS in line with Milestone payment plan and shall be made at the end of the month in which they fall due.

Buyer's Invoice Address

NHS England

████████████████████

██

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Buyer's Authorised Representative

NHS England

[REDACTED]

[REDACTED]

Buyer's Environmental Policy

Greener NHS (england.nhs.uk)

Buyer's Security Policy

<https://www.gov.uk/government/collections/government-security>

Supplier's Authorised Representative

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Supplier's Contract Manager

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Progress Report Frequency

On the first Working Day of each calendar month as set out in Call-off Schedule 1 Transparency Reports.

Progress Meeting Frequency

Weekly on the last Working Day of each week.

Key Staff

[REDACTED]

[REDACTED]

[REDACTED]

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Key Subcontractor(s)

N/A – InterWorks are not using any subcontractors for this delivery

Commercially Sensitive Information

Balanced Scorecard

Material KPIs

The following Material KPIs shall apply to this Call-Off Contract in accordance with Call-Off Schedule 14 (Service Levels and Balanced Scorecard):

Material KPIs	Target	Measured by

Service Credits

Additional Insurances

Guarantee

Social Value Commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender).

Statement of Works

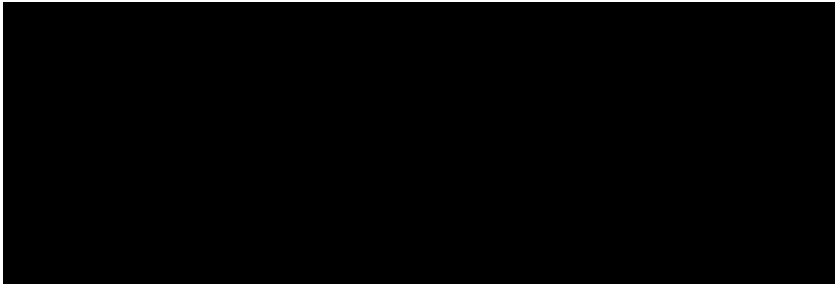
During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form relates.

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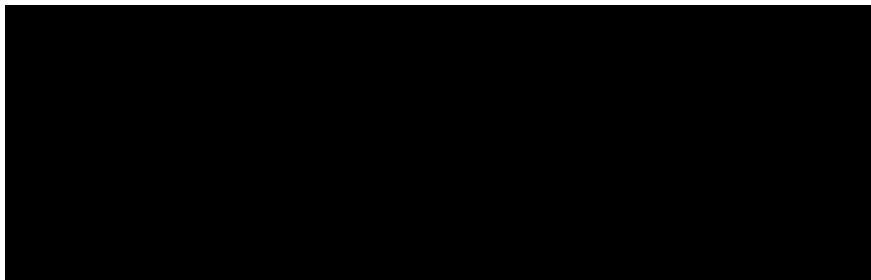
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For and on behalf of the Supplier:



Date Signed: 14/08/2023

For and on behalf of the Buyer:



Date Signed: 21 August 2023

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Annex 1**Data Processing**

Prior to the execution of this Statement of Work, the Parties shall review Annex 1 of Joint Schedule 11 (Processing Data) and if the contents of Annex 1 does not adequately cover the Processor / Controller arrangements covered by this Statement of Work, Annex 1 shall be amended as set out below and the following table shall apply to the Processing activities undertaken under this Statement of Work only:

[Template Annex 1 of Joint Schedule 11 (Processing Data) Below]

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • User research containing staff member names and job roles but not information that relates to them as an individual. The data collected will relate to metric requirements to deliver their roles at NHS England and their views on the dashboard and data presentation. • Aggregated uptake data that does not contain patient indefinable data but may contain small cell counts. <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • Business contact details of Supplier Personnel for which the Supplier is the Controller, • Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller,
Duration of the Processing	14 August 2023 to 13 February 2024
Nature and purposes of the Processing	<p>Stakeholder names and work email addresses with the purpose of including them in research about metric and reporting needs relating to their roles at NHS England.</p> <p>Using Uptake data about the use of innovations in the NHS, provided in a publishable format, to develop metrics to monitor the performance of programmes. This data may contain small numbers,</p>

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	<p>but the risk of reidentification remains low.</p> <p>Using the research and uptake data to make recommendations for new metrics and dashboard designs. For example, dashboard wireframes and candidate metrics.</p> <p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</p>
Type of Personal Data	<p>Staff member's name, job role and work email address.</p> <p>Uptake data on the use of technologies. For example, a count of equipment sold to the NHS, use of disposables associated with the use of equipment in the NHS, or volumes of medicines that have been prescribed and dispensed in the community. This data does not contain patient identifiers. Prescribing data might include dispensing pharmacy, GP practice, hospital trust, lower super output area (LSOA), indices of deprivation, prescription item count, pack descriptions and age band.</p> <p>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]</p>
Categories of Data Subject	<p>NHS England staff members</p> <p>Uptake data as described above for patients but not linked to a patient identifier. This includes stock control data, manufacturer sales, medicine prescription data or medicine stock movements to wards or clinics.</p>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>[Describe how long the data will be retained for, how it be returned or destroyed]</p> <p>Once the contract has been completed the supplier must delete all data and provide confirmation that all personal data has been deleted. This deletion must be in accordance with NHS England's Records Management Code of Practice 2021.</p>