Crown Commercial Service

G-Cloud 13 Call-Off Contract

This Call-Off Contract for the G-Cloud 13 Framework Agreement (RM1557.13) includes:

G-Cloud 13 Call-Off Contract

Part A: Order Form

Platform service ID number	RM1557.13L4
NHSE Project reference	Atamis C220586
NHSE Contract reference	Atamis C247785
Call-Off Contract title	The provision of Connected Data Architecture for Faster Data Acquisition.
Call-Off Contract description	Provision of technical services to allow the NHSE data services programme team working on the UDAL platform to complete the work delivered under the “Faster Secondary Uses Service (SUS)” body of work and enable the transition to BAU and support the migration of Analytical processes to UDAL.
Start date	19 February 2024

Expiry date	18 February 2025
Call-Off Contract value	The total value of this Call Off Contract is **£1,416,228** (inclusive of Expenses, exclusive of VAT)
Charging method	Fixed price
Purchase order number	TBC

This Order Form is issued under the G-Cloud 13 Framework Agreement (RM1557.13).

Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Services offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

From the Buyer	**NHS England** 1st Floor, Quarry House, Quarry Hill, Leeds, West Yorkshire, LS2 7UE
To the Supplier	**Made Tech Limited** 4 O'Meara Street London SE1 1TE
Together the 'Parties'	

Principal contact details

For the Buyer:

[redacted]

For the Supplier:

[redacted]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 19 February 2024 and is valid for 12 months unless extended by the Buyer.
Ending (termination)	The notice period needed for Ending the Call-Off Contract is at least 30 Working Days from the date of written notice for undisputed sums or at least 30 days from the date of written notice for Ending without cause.
Extension period	Extensions if required will be progressed in-compliance with the applicable G-Cloud 13 Ts&Cs.

Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

G-Cloud Lot	This Call-Off Contract is for the provision of Services Under: ● Lot 4: Further Competition
G-Cloud Services required	The service is required to: • Work with key business stakeholders, representatives, and end-users to understand how UDAL will augment or replace existing data analysis practices and to assess the impact of change for end-users.

	• Develop an engagement and roll-out plan to help successful transition of end-users to use of UDAL. • Enable development of UDAL products and data ingest that aligns with accepted good practice and the existing UDAL technical architecture. • Input into the platform deployment, configuration, and operations to move UDAL towards BAU operations. • Provide key Engineering and Delivery Management resources to work as part of a joint Made Tech-NHS delivery Pod comprised of business Subject Matter Experts (SME), Delivery Lead, Engineering, Analyst and Test resources, providing the necessary mix of skills and capacity to support development of UDAL data ingest, and the user and workspace migration. • Work with key business stakeholders, representatives, and end-users to understand how UDAL data sets are required to replace existing data available in legacy systems. • Understand the agreed UDAL platform ingest patterns and practice so that ingest design follows agreed standards or identify where changes or exceptions are required. • Enable development of UDAL products and data ingest that aligns with accepted good practice and the existing UDAL technical architecture. • Support and enable the development of data ingest for critical data sets. • Multi-pod approach to team migration delivery model defined and piloted using data engineers transitioning from Datasets to Migration team. • Providing structured end-to-end knowledge transfer and training to help create capability within NHSE. • Good practice design patterns to meet current requirements within current UDAL architecture. • Ongoing coaching and guidance as part of day-to-day development activities undertaken by the delivery team.
Additional Services	**N/A**

Location	The Services will be performed at the Buyer's offices in England UK or from the Supplier's offices or approved remote locations (including home working with approved locations) in each case as reasonably agreed between all parties.
Quality Standards	The quality standards required for this Call-Off Contract will align to industry good practice.
Technical Standards:	The technical standards required for this Call-Off Contract will align to Good Industry Practice. As well as the applicable standards listed within the G-Cloud service offerings.
Service level agreement:	**N/A**
Onboarding	The team will arrange a kick off call with relevant stakeholders upon commencing the services.
Offboarding	On completion of the services, the team will hand over all assessment documentation, and remove any access to relevant NHS England systems from their devices.
Collaboration agreement	N/A

Limit on Parties' liability	The annual total liability for Buyer Data defaults will not exceed 125% of the aggregate fees paid by the Client under the Agreement during the one-year period immediately prior to the date on which the claim arose under this Agreement. In addition, the Supplier will be liable for direct loss of or damage to the tangible property of the Client to the extent the same has been caused directly by the negligence of the Supplier, (or its employees or agents acting in the course of their employment or agency), provided that the Supplier's liability for any such loss or damage will be limited to the sum of £50,000 in aggregate
Insurance	The insurance(s) required will be: ● professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £10,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) ● employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Buyer's responsibilities	The Buyer is responsible for: ● NHSE will ensure that the supplier is granted appropriate access to programme documentation and relevant ICT solutions. ● NHSE will work with the supplier to ensure that appropriate engagement with partner delivering Trust-level implementation processes is facilitated, to ensure that the supplier of this contract is able to fulfil its obligations.

	• NHSE will ensure staff are embedded in all UDAL development teams to ensure a continual knowledge transfer between contractors and NHSE staff. • NHSE will ensure dedicated handover/refresher sessions are regularly carried out to ensure that knowledge is spread across the entire NHSE development team. The Supplier will not be deemed in breach of any service levels defined in this contract caused by the Buyer failing to meet any of the responsibilities listed above.
Buyer's equipment	The Supplier will supply laptops for their staff to use in delivery of the Services.

Supplier's information

Subcontractors or partners	Answer Digital Limited (*Union Mills, 9 Dewsbury Road, Leeds, West Yorkshire, LS11 5DD*)

Call-Off Contract charges and payment

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

Payment method	The payment method for this 'fixed priced' Call-Off Contract will be via BACS

Payment profile	The payment profile for this contract is quarterly in arrears; payment will be made on successful delivery of work packages approved and signed-off as acceptable by the Authority's representative
Invoice details	The Supplier will issue electronic invoices in accordance with the payment profile above. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.
Who and where to send invoices to	Invoices will be sent to NHS Shared Business Service either electronically via Tradeshift or by post to the following address: NHS England X24 Payables K005 Phoenix House, Topcliffe Lane Wakefield, F3 1WE Additional information about the NHS Shared Business Service can be found at their website here. Important changes effective 1 April 2023: NHS England » Important changes for all suppliers trading with NHS England (NHS Digital) and Health Education England – what you need to know
Invoice information required	All invoices must include: • NHS Purchase Order reference.

	• Supplier project reference. • Invoice reference number.
Invoice frequency	Invoices will be sent to the Buyer in accordance with the payment profile as above.
Call-Off Contract value	The total value of this Call-Off Contract is **£1,416,228 (inclusive of Expenses, exclusive of VAT)**
Call-Off Contract charges	Fixed price payment on satisfactory completion of specified deliverables as approved by the Authority's representative. [redacted]

Additional Buyer terms

Performance of the Service

The key performance indicators are defined below.

Key Performance	Metric	Measurement
Project Governance	Timely and accurate highlight reports detailing status, progress against timeline, dependencies, risks, issues and tracking against budget	• Weekly / fortnightly (TBC) reports
	Maintenance of roadmap and detailed workplan	• Weekly / fortnightly updated workplan
	Participation at regular stand ups and update meetings with team leadership	• Weekly / monthly attendance • Preparedness for meeting • Good input in update/discussions
	Attendance and presenting at regular governance meetings, including preparing papers in advance	• Attendance, as required. • Preparedness for meeting • Quality of presentation materials
	Providing materials to aid senior decision-making	• Availability for ad hoc requests • Quality of material
Stakeholder management	Attendance and presenting at key stakeholder meetings, including preparing papers in advance.	• Weekly / monthly attendance • Preparedness for meeting • Good input in update/discussions • Quality of materials
	Developing and maintaining relationships with key suppliers and stakeholders	• Feedback from key suppliers and stakeholders on the good relationship
Collaboration	Collaborative approach with suppliers and stakeholders to ensure co-design and sharing of expertise and knowledge.	• Evidence of participation in the network, and input and feedback regarding specs
Effectiveness	Successful management of project implementations.	• Feedback from key suppliers and stakeholders on the good relationship • Positive feedback from stakeholders • Number of successful implementations • Number of case studies • Collated user feedback • Documented lessons learned and other relevant artefacts. • Evidence based recommendations. • Timely escalation of issues.

Guarantee	N/A
Warranties, representations	N/A
Supplemental requirements in addition to the Call-Off terms	N/A
Alternative clauses	N/A
Buyer specific amendments to/refinements of the Call-Off Contract terms	N/A
Personal Data and Data Subjects	N/A

Intellectual Property	N/A
Social Value	N/A

1. Formation of contract

1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a CallOff Contract with the Buyer.

1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.

1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.

1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.13

Signed on behalf of the Supplier.

[redacted]

Job Title/Role: Head of Health

Date Signed: 15/02/2024

Signed on behalf of the Authority.

[redacted]

Job Title/Role: Director of Financial Control

Date Signed: 15 February 2024

2.2 The Buyer provided an Order Form for Services to the Supplier.

Customer Benefits

For each Call-Off Contract please complete a customer benefits record, by following this link:

G-Cloud 13 Customer Benefit Record

Part B: Terms and conditions

1. Call-Off Contract Start date and length

1.1 The Supplier must start providing the Services on the date specified in the Order Form.

1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 36 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.

1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.

1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to set the Term at more than 24 months.

2. Incorporation of terms

2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:

- 2.3 (Warranties and representations)
- 4.1 to 4.6 (Liability)
- 4.10 to 4.11 (IR35)
- 10 (Force majeure)
- 5.3 (Continuing rights)
- 5.4 to 5.6 (Change of control)

- 5.7 (Fraud)
- 5.8 (Notice of fraud)
- 7 (Transparency and Audit)
- 8.3 (Order of precedence)
- 11 (Relationship)
- 14 (Entire agreement)
- 15 (Law and jurisdiction)
- 16 (Legislative change)
- 17 (Bribery and corruption)
- 18 (Freedom of Information Act)
- 19 (Promoting tax compliance)
- 20 (Official Secrets Act)
- 21 (Transfer and subcontracting)
- 23 (Complaints handling and resolution)
- 24 (Conflicts of interest and ethical walls)
- 25 (Publicity and branding)
- 26 (Equality and diversity)
- 28 (Data protection)
- 31 (Severability)
- 32 and 33 (Managing disputes and Mediation)
- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)
- 36 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement Schedule 3

2.2 The Framework Agreement provisions in clause 2.1 will be modified as follows:

2.2.1 a reference to the ‘Framework Agreement’ will be a reference to the ‘Call-Off Contract’

2.2.2 a reference to ‘CCS’ or to ‘CCS and/or the Buyer’ will be a reference to ‘the Buyer’

2.2.3 a reference to the ‘Parties’ and a ‘Party’ will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract

2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 7 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.

2.4 The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause ‘XX’, where ‘XX’ is the Framework Agreement clause number.

2.5 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

3. Supply of services

3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier’s Application.

3.2 The Supplier undertakes that each G-Cloud Service will meet the Buyer’s acceptance criteria, as defined in the Order Form.

4. Supplier staff

4.1 The Supplier Staff must:

4.1.1 be appropriately experienced, qualified and trained to supply the Services

4.1.2 apply all due skill, care and diligence in faithfully performing those duties

4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer

4.1.4 respond to any enquiries about the Services as soon as reasonably possible

4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer

4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.

4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.

4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.

4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.

4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.

4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.

4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

5.1 Both Parties agree that when entering into a Call-Off Contract they:

5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party

5.1.2 are confident that they can fulfil their obligations according to the Call-Off Contract terms

5.1.3 have raised all due diligence questions before signing the Call-Off Contract

5.1.4 have entered into the Call-Off Contract relying on their own due diligence

6. Business continuity and disaster recovery

6.1 The Supplier will have a clear business continuity and disaster recovery plan in their Service Descriptions.

6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.

6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

7. Payment, VAT and Call-Off Contract charges

7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.

7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.

7.3 The Call-Off Contract Charges include all Charges for payment processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.

7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.

7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.

7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.

7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.

7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.

7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.

7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.

7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.

7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

8. Recovery of sums due and right of set-off

8.1 If a Supplier owes money to the Buyer, the Buyer may deduct that sum from the Call-Off Contract Charges.

9. Insurance

9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.

9.2 The Supplier will ensure that:

9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000

9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit

9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.

9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 evidence of payment of the latest premiums due

9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:

9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers

9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances

9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance

9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.

9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.

9.8 The Supplier will be liable for the payment of any:

9.8.1 premiums, which it will pay promptly
9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

10.1 The Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under incorporated Framework Agreement clause

34. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights ("IPR"s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.

11.2 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

11.3 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Buyer's or its relevant licensor's Buyer Data and related IPR solely to the extent

necessary for providing the Services in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that:

11.3.1 any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Framework Agreement clause 34 (Confidentiality); and

11.3.2 the Supplier shall not and shall procure that any relevant Sub-Contractor shall not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.

11.4 The Supplier grants to the Buyer the licence taken from its Supplier Terms which licence shall, as a minimum, grant the Buyer a non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Supplier's or its relevant licensor's IPR solely to the extent necessary to access and use the Services in accordance with this Call-Off Contract.

11.5 Subject to the limitation in Clause 24.3, the Buyer shall:

11.5.1 defend the Supplier, its Affiliates and licensors from and against any third-party claim:
(a) alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law;
(b) alleging that the Buyer Data violates, infringes or misappropriates any rights of a third party;
(c) arising from the Supplier's use of the Buyer Data in accordance with this Call-Off Contract; and

11.5.2 in addition to defending in accordance with Clause 11.5.1, the Buyer will pay the amount of Losses awarded in final judgment against the Supplier or the amount of any settlement agreed by the Buyer, provided that the Buyer's obligations under this Clause 11.5 shall not apply where and to the extent such Losses or third-party claim is caused by the Supplier's breach of this Contract.

11.6 The Supplier will, on written demand, fully indemnify the Buyer for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:

11.6.1 rights granted to the Buyer under this Call-Off Contract

11.6.2 Supplier's performance of the Services

11.6.3 use by the Buyer of the Services

11.7 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:

11.7.1 modify the relevant part of the Services without reducing its functionality or performance

11.7.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer

11.7.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer

11.8 Clause 11.6 will not apply if the IPR Claim is from:

11.8.1 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract

11.8.2 other material provided by the Buyer necessary for the Services

11.9 If the Supplier does not comply with this clause 11, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

12.1 The Supplier must:

12.1.1 comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data

12.1.2 only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body

12.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes

12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:

12.2.1 providing the Buyer with full details of the complaint or request

12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions

12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)

12.2.4 providing the Buyer with any information requested by the Data Subject

12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.

13. Buyer data

13.1 The Supplier must not remove any proprietary notices in the Buyer Data.

13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.

13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.

13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.

13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.

13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:

13.6.1 the principles in the Security Policy Framework: https://www.gov.uk/government/publications/security-policy-framework and the Government Security Classification policy: https:/www.gov.uk/government/publications/government-securityclassifications

13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management: https://www.cpni.gov.uk/content/adopt-risk-managementapproach and Protection of Sensitive Information and Assets: https://www.cpni.gov.uk/protection-sensitive-information-and-assets

13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance: https://www.ncsc.gov.uk/collection/risk-management-collection

13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint: https://www.gov.uk/government/publications/technologycode-of-practice/technology -code-of-practice

13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance: https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles

13.6.6 Buyer requirements in respect of AI ethical standards.

13.7 The Buyer will specify any security requirements for this project in the Order Form.

13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.

13.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

13.10 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and quality

14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.

14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at: https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice

14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.

14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.

14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15. Open source

15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.

15.2 If software needs to be converted before publication as open source, the Supplier must also provide the converted format unless otherwise agreed by the Buyer.

16. Security

16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security

Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.

16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.

16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.

16.4 Responsibility for costs will be at the:

16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided

16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control

16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.

16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:
https://www.ncsc.gov.uk/guidance/10-steps-cyber-security

16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

17. Guarantee

17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start date:

17.1.1 an executed Guarantee in the form at Schedule 5

17.1.2 a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee

18. Ending the Call-Off Contract

18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.

18.2 The Parties agree that the:

18.2.1 Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided

18.2.2 Call-Off Contract Charges paid during the notice period are reasonable compensation and cover all the Supplier's avoidable costs or Losses

18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:

18.4.1 a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied

18.4.2 any fraud

18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:

18.5.1 the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so

18.5.2 an Insolvency Event of the other Party happens

18.5.3 the other Party ceases or threatens to cease to carry on the whole or any material part of its business

18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.

18.7 A Party who isn't relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.

19. Consequences of suspension, ending and expiry

19.1 If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.

19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the ordered G-Cloud Services until the dates set out in the notice.

19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.

19.4 Ending or expiry of this Call-Off Contract will not affect:

19.4.1 any rights, remedies or obligations accrued before its Ending or expiration

19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry

19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses

- 7 (Payment, VAT and Call-Off Contract charges)
- 8 (Recovery of sums due and right of set-off)
- 9 (Insurance)
- 10 (Confidentiality)
- 11 (Intellectual property rights)
- 12 (Protection of information)
- 13 (Buyer data)
- 19 (Consequences of suspension, ending and expiry)

- 24 (Liability); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability), 24 (Conflicts of interest and ethical walls), 35 (Waiver and cumulative remedies)

19.4.4 any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires.

19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:

19.5.1 return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it

19.5.2 return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer

19.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer

19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law

19.5.5 work with the Buyer on any ongoing work

19.5.6 return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date

19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.

19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

20. Notices

20.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.

- Manner of delivery: email
- Deemed time of delivery: 9am on the first Working Day after sending
- Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message

20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

21. Exit plan

21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.

21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.

21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30 month anniversary of the Start date.

21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.

21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.

21.6 The Supplier acknowledges that the Buyer's right to take the Term beyond 36 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:

21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer

21.6.2 there will be no adverse impact on service continuity

21.6.3 there is no vendor lock-in to the Supplier's Service at exit

21.6.4 it enables the Buyer to meet its obligations under the Technology Code Of Practice

21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.

21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:

21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier

21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer

21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier

21.8.4 the testing and assurance strategy for exported Buyer Data

21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations

21.8.6 any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

22. Handover to replacement supplier

22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:

22.1.1 data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control

22.1.2 other information reasonably requested by the Buyer

22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.

22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

23. Force majeure

23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than 30 consecutive days, the other Party may End this Call-Off Contract with immediate effect by written notice.

24. Liability

24.1 Subject to incorporated Framework Agreement clauses 4.1 to 4.6, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract shall not exceed the greater of five hundred thousand pounds (£500,000) or one hundred and twenty-five per cent (125%) of the Charges paid and/or committed to be paid in that Year (or such greater sum (if any) as may be specified in the Order Form).

24.2 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Supplier's liability: 24.2.1 pursuant to the indemnities in Clauses 7, 10, 11 and 29 shall be unlimited; and 24.2.2 in respect of Losses arising from breach of the Data Protection Legislation shall be as set out in Framework Agreement clause 28.

24.3 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Buyer's liability pursuant to Clause 11.5.2 shall in no event exceed in aggregate five million pounds (£5,000,000).

24.4 When calculating the Supplier's liability under Clause 24.1 any items specified in Clause 24.2 will not be taken into consideration.

25. Premises

25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.

25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.

25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.

25.4 This clause does not create a tenancy or exclusive right of occupation.

25.5 While on the Buyer's premises, the Supplier will:

25.5.1 comply with any security requirements at the premises and not do anything to weaken the security of the premises

25.5.2 comply with Buyer requirements for the conduct of personnel

25.5.3 comply with any health and safety measures implemented by the Buyer

25.5.4 immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury

25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

26. Equipment

26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.

26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.

26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

27. The Contracts (Rights of Third Parties) Act 1999

27.1 Except as specified in clause 29.8, a person who isn't Party to this Call-Off Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This does not affect any right or remedy of any person which exists or is available otherwise.

28. Environmental requirements

28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.

28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

29. The Employment Regulations (TUPE)

29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.

29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:

29.2.1 the activities they perform

29.2.2 age

29.2.3 start date

29.2.4 place of work
29.2.5 notice period
29.2.6 redundancy payment entitlement
29.2.7 salary, benefits and pension entitlements
29.2.8 employment status
29.2.9 identity of employer
29.2.10 working arrangements
29.2.11 outstanding liabilities
29.2.12 sickness absence
29.2.13 copies of all relevant employment contracts and related documents
29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

29.3 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.

29.4 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.

29.5 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:

29.5.1 its failure to comply with the provisions of this clause

29.5.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer

29.6 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.

29.7 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause, but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.

30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

31. Collaboration

31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.

31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:

31.2.1 work proactively and in good faith with each of the Buyer's contractors

31.2.2 co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

32. Variation process

32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.

32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.

32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this CallOff Contract by giving 30 days notice to the Supplier.

33. Data Protection Legislation (GDPR)

33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clause 28 of the Framework Agreement is incorporated into this Call-Off Contract. For reference, the appropriate UK GDPR templates which are required to be completed in accordance with clause 28 are
reproduced in this Call-Off Contract document at Schedule 7.

Schedule of Services – Call Schedule 1: Services

A [redacted]

1.3 ITT Stage One: Mandatory Pass/Fail Questions

1. Do you have a UDAL methodology and associated experience in health and care settings in the last 3 years?

Yes

In partnership, **Made Tech and Answer Digital, have a strong heritage of successfully delivering large-scale data transformation programmes within Healthcare** for NHS England, Skills for Care, UKHSA, NHS Blood and Transplant and multiple NHS Trusts and ICS /ICBs.

We have direct experience of working on large complex transformation programmes from our work on the NHSE GP interoperability Patient Record Migration Project was marked by a rigorous assurance process covering the NHS's ten Cross-Cutting Concerns, focusing on areas like data, architecture, clinical assurance, and security.

In addition to strict adherence to the NHS legal framework, this project also involved the strategic adoption of cutting-edge technologies to facilitate patient record migration. This included the implementation of secure data processing systems that could handle real-time changes in data controller status, reflecting our commitment to secure and compliant data management. Our close collaboration with NHS England's Information Governance SMEs ensured that our technology adoption strategies were aligned with NHS legal and regulatory requirements, ensuring a high level of data privacy and security.

Our partner, Answer Digital, has the most relevant and recent experience of UDAL within a health and care setting. As requested we have provided three references within the last three years. .

Reference 1

Organisation name: The London Medical Imaging and Artificial Intelligence Centre for Value Based Healthcare (AI Centre)
Contact name: [redacted]
Contact email: [redacted]

Summary of the work

Answer Digital has worked with the London Medical Imaging and AI Centre for Value Based Healthcare (the AI Centre) since April 2021. The AI centre is led by King's College London and Guy's and St. Thomas' NHS Foundation Trust, alongside eight other NHS trusts, four high profile universities, and other multinational industry partners.

The client required a technology partner to design and deliver two innovative and complex AI platforms, while managing stakeholders across clinical and research networks within the NHS as well as international open-source communities creating medical AI standards and high profile international technology companies invested in the programme.

The FLIP (Federated Learning Interoperability Platform) solution allows multi-site federated AI learning, supporting the training and deployment of medical AI models across a number of different stakeholders, enabling model developers to have access to large amounts of data whilst ensuring that data remains within the boundaries of a Trust as data controller.

We designed and developed the FLIP platform in collaboration with the research community, using a fully open-source stack with frequent, early releases. The project contributed to the open-source MONAI framework, providing substantial improvements to other NHS Trusts, allowing them to deploy actively maintained tools at low cost, increasing transparency and patient trust in AI applications. It also encouraged collaboration among researchers, allowing the wider AI community to contribute to the development and maintenance of the platform.

Our delivery resulted in:

- Improved researcher productivity with rollout in progress to trusts outside the initial scope
- FLIP machine learning models were trained and deployed in 13 NHS Trusts
- Data remained secure and record sharing outside organisations avoided
- Costs were rationalised with more efficient use made of costly GPU resources

- IG compliance was integrating with the NHS National Data Opt Out Service
- User needs of model researchers and healthcare professionals
- Deep user and product knowledge across client technical teams

Reference 2

Organisation name: North West London ICS / OneLondon
Contact name: [redacted]
Contact email: [redacted]

Summary of the work

Our partner, Answer Digital, has been engaged to:

1. Design, architect and analyse the North East London SNSDS technology and data layer
2. Facilitate the movement of Commissioning Data Sets, GP data and the MHSDS and the CSDS within the London Data Service and then onto the wider NWL ICB-hosted OneLondon SDE. Working as part as a rainbow team with the London data service architecture team
3. Develop a data layer for transfer of information to and from LDS to OneLondon SDE.

   The data platform will provide a Universal Data Access Layer for use by analysts across the ICS, for NHS England regional analysts and clinical researchers. It is being developed using Azure cloud-native technologies, specifically Azure Data Lake, Data Factory and Synapse.

Reference 3

Organisation name: Oxford University Hospitals NHS FT / Thames Valley SDE
Contact name: [redacted]
Contact email: [redacted]

Summary of the work

In February 2023 Oxford University Hospital NHS Trust (OUH) and Answer Digital began a project exploring how the Observational Medical Outcomes Partnership Common Data Model (OMOP CDM) could provide the basis for a Universal Data Access Layer including a readily consumable data structure for the Thames Valley and Surrey Secure Data Environment (SDE).

The project initially focused on the tooling and process definition required to map data from the source into the OMOP CDM. This has now progressed to begin mapping nationally-defined cancer-focussed datasets (SACT, COSD) and GP data to the OMOP CDM, using the TVS SDE's Azure-based transformation pipeline.

2. Is your product, data management and reporting infrastructure in place to deliver the Authority's specified Requirement to the highest standard.

Yes

As a public sector delivery partner we employ an internal governance delivery framework which all delivery teams must adhere to. This ensures we are delivering high quality consistently, identifying issues early and providing transparency. In addition, as an ISO:27001 accredited supplier, all our data management processes comply with UK data protection legislation, GDPR, and further relevant policies. We'll work aligned to industry standards such as HL7, FHIR, OMOP, PRSB, and CIS, and comply with Government Service Standards, ISO:27001, CE+.

We have a dedicated internal Delivery Management Organisation (DMO) framework and team to support our delivery managers in governance reporting, burn trackers, cost trackers, risk and issues logs. Each delivery team updates internally; weekly, onto our internal DMO tracking system which provides for a detailed and commonly understood rating for team, delivery progress, client relationship, quality of service, commercials, risk, escalation, go to green date and comments. We break this down further by capability (Delivery, design, product, cloud, data, cyber and managed service). Our DMO team, leads from the programme(s) and Exec meet weekly and walk through our DMO tracker to identify how we can provide cross support and provide clarity throughout MadeTech as to our current state with any given engagement and gain 360 feedback.

Each delivery team creates a weekly summary in the form of a success, opportunities, failures, threats and escalations (SOFTE) report. This is used in conjunction with our DMO tracking system and weekly in-person/virtual review to provide further clarity on each team's challenges as well as an asset which can be circulated wider where applicable. The governance mechanisms provide a consistent framework for identifying issues early and enabling our teams to pivot/bring further capability/support to bear, if needed.

Each of our capability leads form part of our DMO account teams and attend our weekly updates. All our employees also attend weekly 'communities of practice' for their capability where they are able to gather support through shared understanding. This also translates into training for applying common techniques approaches, for example for Product Management this may be using Wardley mapping for value prioritisation, for Delivery we run regular workshops on transposing Product Roadmaps into Delivery Plans and Data Analysis we regularly run workshops for quantitative/qualitative data analysis at scale.

This training means we ensure a common understanding and approach to the way our capabilities apply and deliver governance. v

For UDAL, we will assign a dedicated Delivery Principal and Deliver Manager who will be responsible for governance and reporting requirements to deliver a successful outcome.

They will provide delivery oversight and reporting, keeping everyone up to date with what decisions were made and who made them. Part of this is the careful tracking of risks and blockers and how they are mitigated, delivered inline with our established governance playbook (part of our DMO) and agreed upfront with our clients. We commit to outcomes and objectives with measurable KPIs shared across the team. Invoices are approved based on fortnightly sessions where we review outcomes and demonstrate progress.

This will include reporting on the following:

Metric	Measurement	Our reporting/ feedback mechanism
Timely and accurate highlight reports detailing status, progress against timeline, dependencies, risks, issues and tracking against budget	Weekly / fortnightly (TBC) reports	Programme governance RACI matrix and ADRs, SOFTE reports, Dependency Tracker
Maintenance of roadmap and detailed work plan	Weekly / fortnightly updated work plan	Roadmap / Artefacts / Mural Workshops
Participation at regular stand ups and update meetings with team leadership	Weekly / monthly attendance Preparedness for meeting Good input in update/discussions	Daily Standups, Show & Tells, 3 Amigos, Scrum of Scrums. People / Wellbeing (360 Feedback) Bi-weekly

Attendance and presenting at regular governance meetings, including preparing papers in advance	Attendance, as required Preparedness for meeting Quality of presentation materials	Highlight Reports / Monthly Social Value / Comercial Update. Issues/Risk Logs
Providing materials to aid senior decision-making	Availability for ad hoc requests Quality of material	DMO Update / Highlight Reports / Roadmap, Face-to-Face Weekly 121

Supporting Reference:

As part of our existing GPIT Interoperability, we are already fulfilling the above described governance activities and a reference can be sought as below:

Reference: [redacted]

Email: dani[redacted]

3. Do you have the resource capacity in place to deliver the stated milestones and beyond?

Yes

In partnership, Made Tech and Answer Digital represent 650+ permanent people, with office hubs in London, Manchester, Bristol, Leeds, Swansea and Scotland. Our roles span the whole DDaT skill set including Data Technologists, Product, Delivery, User-Centred Design, Dev/SecOps, Business Analysis, Business Change, Engineering and Architecture.

Working exclusively within the public sector (including health and care), our people are experts in working alongside civil servants, clinicians and to meet the Government Service Standard and Technology Code of Practice. We are AWS Advanced Consulting Partners, and our combined full-stack engineering teams are highly experienced in serverless architecture, Apache Spark, Databricks, AWS Glue, Azure Data Lake, Azure Data Factory, Azure Synapse Analytics, automated CI/CD pipelines, AWS, Azure, .Net Core, C#, JavaScript, React, OutSystems, SQL, Docker, Containerisation, Kafka and PowerBI.

We provide a broad pool of people with the specialist expertise and skills required to deliver large-scale transformations programmes of work similar to UDAL programme, including:

- **Home Office: 50 DDaT specialists**
  We deployed 17 specialists into established multi-disciplinary teams in 10 working days, scaled to 50+ specialists across the Enablers Programme and renewed for a further 2 years.
- **DVLA Evolve Programme: 60+ specialists across 12 workstreams**
  We've embedded 60+ specialists across engineering, data, delivery management and UCD, in blended teams delivering outcome-based SOWs spanning 12 workstreams, meeting DVLA's 2-week SLA. We support DVLA's digital strategy by migrating legacy services to the cloud and developing new internal and external services.
- **GDS: 37 DDaT specialists across 6 workstreams**
  As one example, we stood up teams within 2 weeks of SOW creation to evaluate the top 75 digital services for the CDDO as part of their 2025 Roadmap for Digital and Data to make the UK Government more digitally efficient.

The headcount of the average team size of one delivery squad/pod is between 5-8 people. We often work on large programmes of work where we have multiple squads/pods deployed. For example, as a trusted partner for the Department for

Levelling Up, Housing and Communities (DLUHC) we have 180 specialists across 14 workstreams in multidisciplinary squads/pods.

Our proposed delivery team for this contract consists of a core team of 8 people covering the following roles across the four work packages:

WP01: Technical Resource	WPO2: Programme Management	WP03: Change Management	WP04: Governance
Principal Data Engineer Lead Data Engineer Data Engineer Principal Analyst Analyst	Delivery Principal	Business Change and Training Lead	Delivery Manager

As stated in your clarification responses for this tender, we will work with you to agree timelines, milestones and deliverables upon contract award. Once this is agreed we will also confirm the team we will put forward to deliver the work.

We're confident that we have the resource capacity in place to deliver the four work packages (Technical Resource, Programme Management, Change Management and Governance) across the 12 months and support you in completing the transition of users on to the new platform.

4. Do you comply with all mandatory requirements stated at the Statement of Requirement document?

Yes

We can confirm that we comply with all key skills and experience' criteria listed in Section 6 and Section 8 of the Statement of Requirements document.

Section 6: Skill and experience of our team

Made Tech and Answer Digital represent 650+ people across a large capability, from Software and Data Engineering, User Centred Design and Data Science through to Programme Management, Business Change and Transformation. We have proposed a lean core team of eight people who are multi disciplined. Our people are T-shaped, meaning they can cover different roles and related-disciplines, for example our engineers are all experienced in full stack development, automated/manual testing and DevOps/SecOps. This provides you with value for money and allows us to deploy a leaner, more efficient team.

Below we have broken down which roles in the core delivery that have the skills and experience required.

Skills and experience required	Roles in the core delivery team t
Data engineering	
● Strong knowledge of Microsoft Azure Cloud Data Technologies (Data Lake, Data Factory, Synapse) ● Strong knowledge of Database technologies (SQL) and Database design • Experience developing Data Lake solutions. ● Preferable to have skills in Azure Databricks/Spark ● Strong knowledge of Modern SDLC including Git for version control, CI/CD, Release Management etc ● Experience working in a fast-moving Agile environment.	Principal Data Engineer Lead Data Engineer Data Engineer Principal Analyst Delivery Manager
Data Quality Analyst Support	

• Experience of data quality activities • Key data interpretation skills • Understanding of NHS data sets applicable to the Federated Data Platform	Principal Data Engineer Lead Data Engineer Data Engineer Principal Analyst Analyst
Operational delivery	
• Experience of delivering change within the NHS • Training in chosen speciality	Business Change Lead Delivery Principal Principal Data Engineer Principal Analyst
Trainers and business change	
• Evidence of working within professional multi-disciplinary team • Experience of training users in a digital system • Good understanding of digital systems • Experience of business change, successful adoption of digital services.	Business Change Lead Principal Data Engineer Principal Analyst Delivery Manager Delivery Principal

We have **attached CVs separately** to evidence the team's skill sets and experience.

Section 8: Where we've done this before

We've delivered new digital services, data and AI solutions, transformational change incorporating operational delivery and continuous improvement, driving high levels of user adoption to maximise business benefit. We work in high performing multi disciplined teams excelling in modern delivery and transformation practices that comply with GDS Services Manual, Technology Code of Practice and NHS Service Standards. We are working collaboratively with NHSE delivering the future of data interoperability in the health service.

We have broken down the requirements within Section 8 and a few select examples of work of where we have experience. More detail can be found in our response to Stage 2.

Example	8.1	8.2	8.3	8.4	8.5	8.6	8.7	8.8
The London Medical Imaging and Artificial Intelligence Centre for Value Based Healthcare (AI Centre) - OMOP-based secure data platform supporting federated learning								

Manchester University NHS Foundation Trust (MFT): Information Services Replatforming and Digital Transformation								
DVLA's partner for the Evolve transformation programme: redeveloping online driver licensing and data enquiry services and transforming legacy technology platforms.								
NHSE GPIT delivering the future of data interoperability: creating a new data								

standard encompassing all clinical standards /regulations (FHIR, PRSB).								

1.4 ITT Stage Two: Technical and Social Value Questions

MS1: Team and Implementation

Please provide pen profiles of each team member who will be appointed to this project.

Please make clear what expertise each identified team member will bring to this project.

Your response should reflect skills and experience of team members relating to both the specific requirements and the general desirable attributes expressed in the specification.

Word count: 1997

To complete the important transition of analytical teams to the UDAL platform, NHSE requires an experienced, trusted partner with access to talented people who specialise in data, business change and transformation.

In partnership, **Made Tech and Answer Digital, have a strong heritage of successfully delivering large-scale data transformation programmes within Healthcare** for NHSE, Skills for Care, UKHSA, NHSBT and multiple Trusts and ICS /ICBs. Having worked together since 2019, we have proven our partnership works. This has been evidenced in our work with NHSE to define and implement the Electronic Patient Record standards, collaborating together on the original GPConnect design, and continuing to provide guidance and advice to the API team.

Together, **we represent 650+ people across a large capability, from Software and Data Engineering, User Centred Design and Data Science through to Programme Management, Business Change and Transformation.** This means we have the ability to flex and scale to meet the needs of the programme, and can provide NHSE with access to a large pool of knowledge, people and capabilities. For example, as we engage Analytical teams we may want to involve further support for technical analysts and researchers.

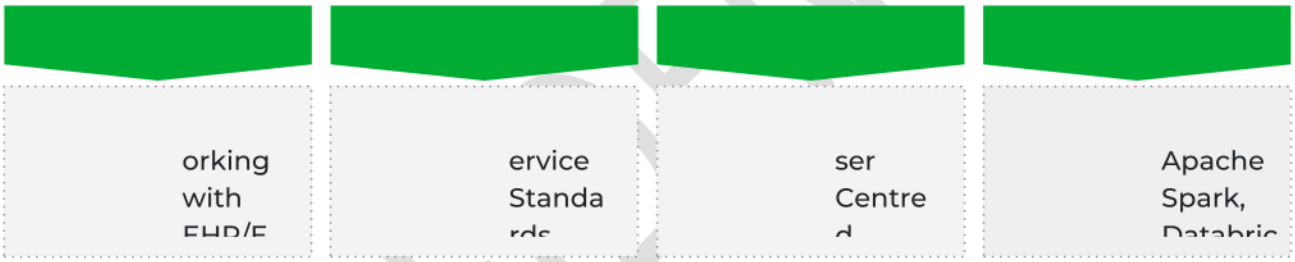
The proposed team

Our people are T-shaped, meaning they can cover different roles and related-disciplines, for example our engineers are all experienced in full stack development, automated/manual testing and DevOps/SecOps. This provides you with value for money and allows us to deploy a leaner, more efficient team. We will stand up a core delivery team that will comprise of:

- **Delivery Principal:** Provides leadership and business context on priorities, liaise with senior stakeholders. Guides the team on legislative commitments, solution assurance and thought leadership within the organisation. Ensures we continually add value through thought leadership, training, mentoring, horizon scanning to identify areas for efficiencies could be made and and cost reduced.
- **Business Change and Training Lead:** Designs and implements the business change strategy for Data Services, supports operating model definition, planning and implementation. Designs and delivers training and comms plan to support operational embedding of UDAL.
- **Principal Data Engineer**: Provides quality assurance whilst leading on technical excellence. Provides hands-on guidance on data quality and actively leads changes in data management to meet NHS Service Standards and data security requirements. Oversees improvements in CI/CD and release management processes, and ensures that Data Pipeline Activity can be monitored and diagnosed by IT support teams.
- **Lead Data Engineer:** Collaborates with the cloud platform team to develop flexible and scalable cloud architectures to support the programme. Structures the work required to develop quality, reproducible data ingestion pipelines that produce trustworthy data products.
- **Data Engineer:** Implements and amends data ingestion pipelines and required Infrastructure as Code. Uses, extends and improves the existing reusable patterns for data ingestion and orchestration.
- **Principal Analyst:** Conducts quantitative and qualitative technical and business analysis to collate analytical teams needs and translate into prioritised backlogs. Maps existing operational processes to the solution and works with technical teams to clean data ready for ingestion into the solution. Identifies and consolidates data sources.
- **Analyst:** Supports technical requirements gathering, data mapping, understanding source of information, compiling into user stories and feeds into the backlog
- **Delivery Manager:** Ensures programme goals are being met by agreeing process, ways of working, team support, keeping stakeholders informed and engaged, managing risks and dependencies. Monitors, tracks and reports on progress, activity, and other relevant information.

Meet the core delivery team

We have hand-selected the following people to be appointed to this work:

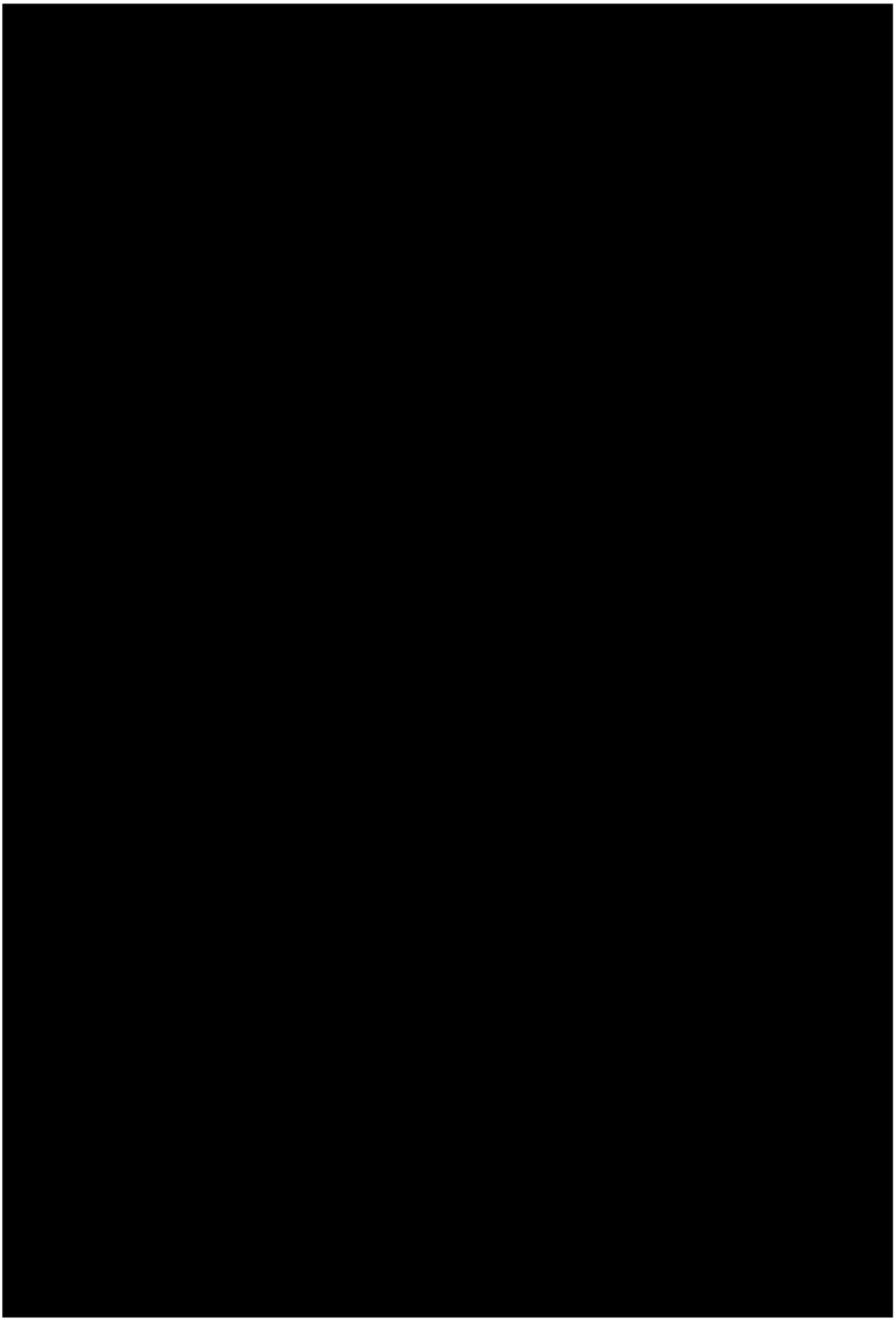


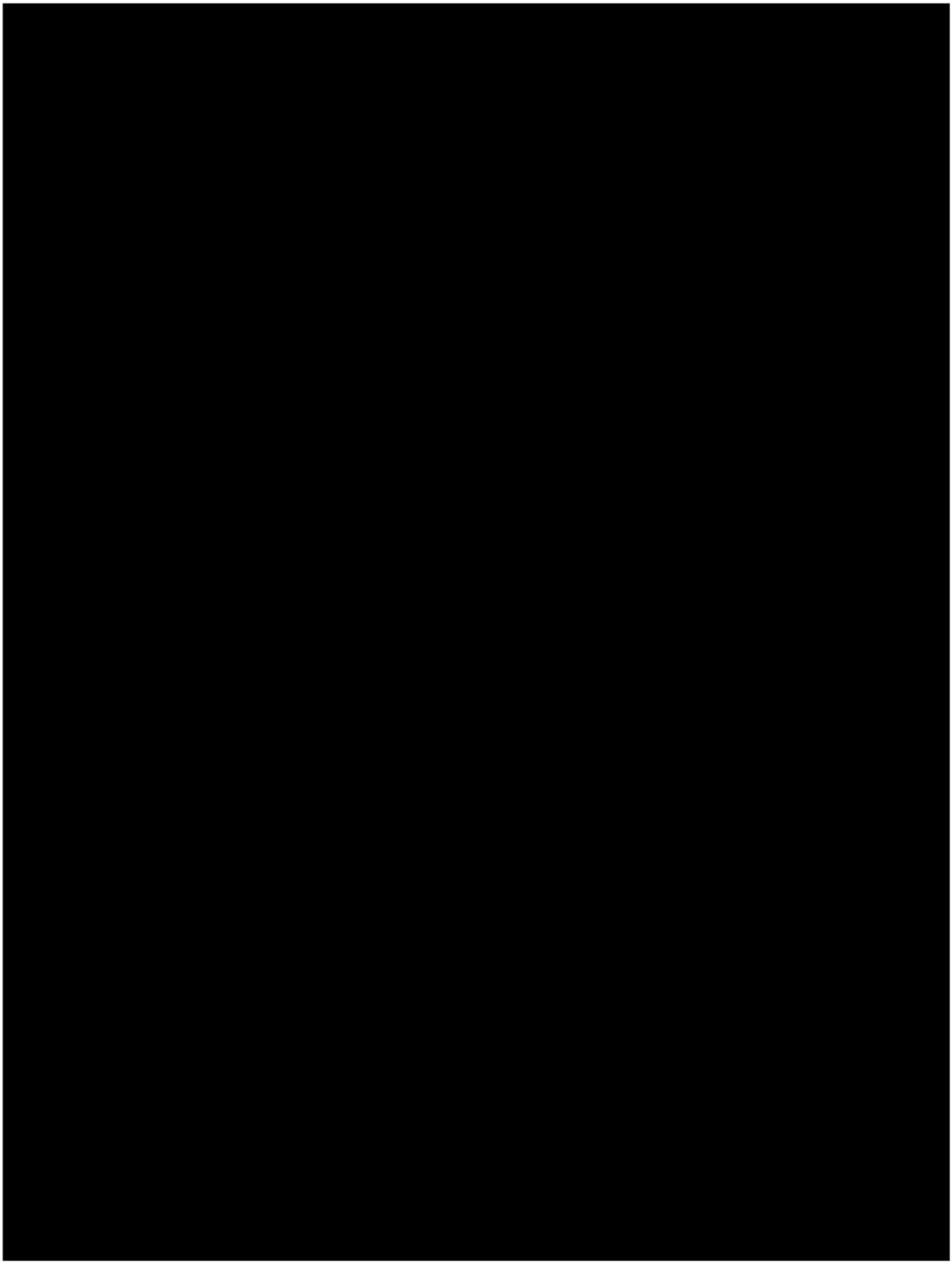
Members of our team also have in-depth knowledge of the UDAL data structures, having interacted with UDAL intensively on both the Manage Arrears and Single View projects as part of our work with the AI Centre, Oxford University Hospital and NHS Trusts and ICS /ICBs.

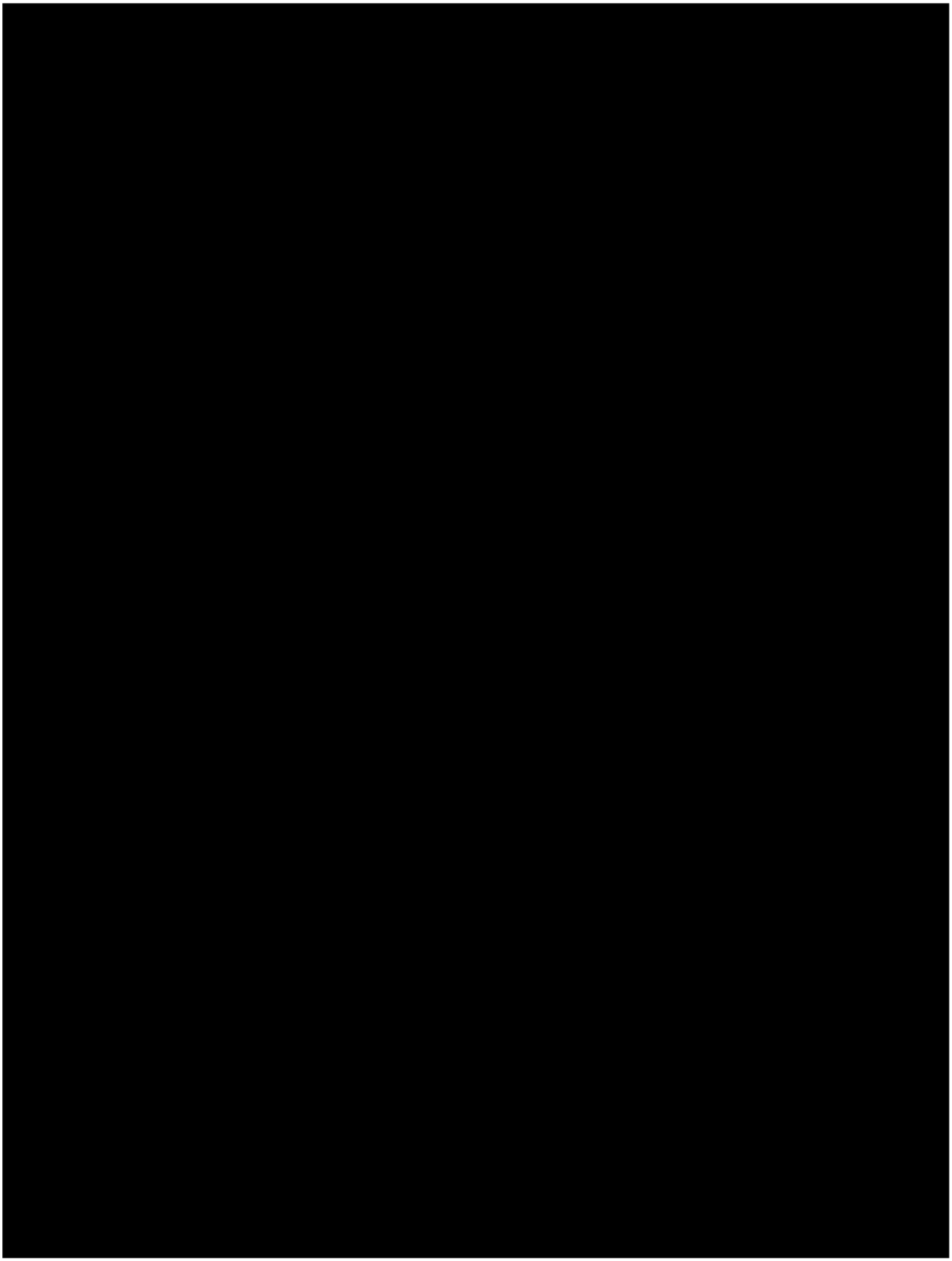
What each person will bring to this programme

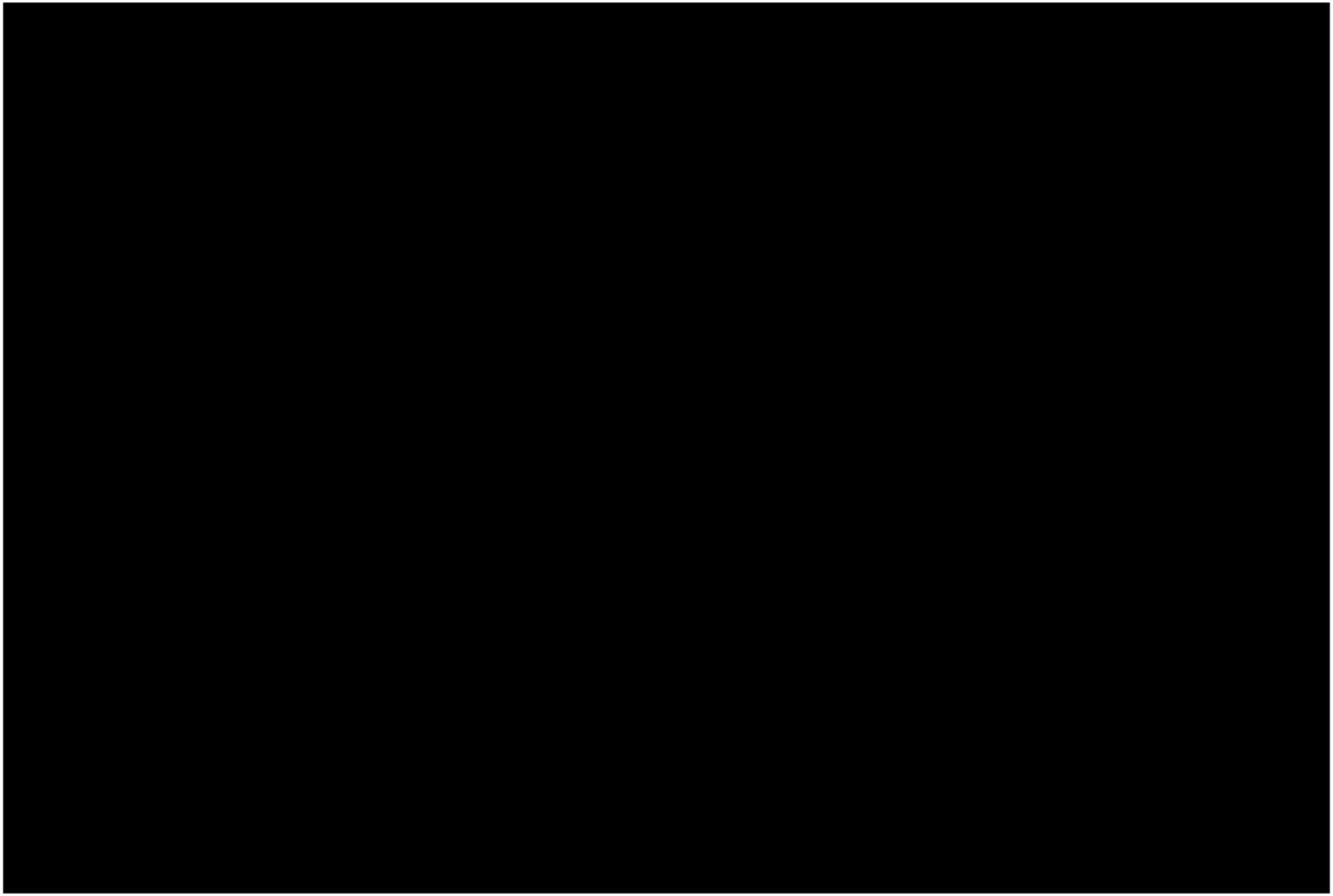
James McDowall, Delivery Principal

Expertise: HS Interop and associate assurance (DTAC), Clinical and Solution Assurance Training, Clinical and Solutions assurance, Programme Governance, Commercials, Flow Analysis, Waste Elimination, Certified ScrumMaster, PRINCE2 Foundation, MCTS









the NHS, HMRC, and the Cabinet Office.

MS2: Service Delivery and Quality Assurance

How would you use your expertise and resources to deliver the requirements specified in the Statement of Requirements?

Your response should include (but not limited to):

- The proposed delivery model (including support to stakeholders).
- Your approach to collaborative working and knowledge transfer.
- Your established processes to ensure continuity of service for the duration of the contract.
- Your approach to quality assurance.
- Your approach to innovation and added value

[see response on the next page]

Word count: 2988 3

Proposed delivery model

Your immediate priority is to migrate and onboard users onto the platform, therefore our approach and delivery model is designed to accelerate migration and aid fast user adoption.

Inception

We will begin with a lean inception phase to onboard and immerse ourselves in the existing programme. We will work with you to understand the current state of play, agree immediate priorities, collaborate on a high-level roadmap and align with any existing programme goals and pre-existing backlogs. We will also use this time to understand lessons learned from the initial 10% of migration that you have already done, and feed this into our planning.

Planning, pilots and communication

We will review the technology standards and architecture of the UDAL platform and ingestion pipelines and how these have been deployed in your data technology stack (Azure Databricks). We will also review and familiarise ourselves with the data sets to be ingested and assess the data quality. We will establish data standards and develop a testing strategy and schema.

We'll work with you to agree on the analytical teams that will be part of the initial pilot migrations. We envisage these will be teams with varying needs/complexities and/or those that need to be migrated and onboarded immediately. We will engage each analytical team to understand business and training needs, identify risky areas and agree the desired scope for the full UDAL migration.

To create a sense of ownership and participation among your stakeholders we'll invite teams to contribute to the migration planning, design, testing, and validation. We will also leverage their expertise, knowledge, and insights to improve the quality and efficiency of the migration process. Working together will also allow us to further understand expectations and concerns, and how they will be affected by the migration.

We will establish a communication plan that defines the purpose, frequency, mode, and content of your communication with each stakeholder group. We will use clear and consistent messages that explain the benefits, risks, and impacts of the migration, progress, milestones, and issues. The channels and formats we use (emails, Sharepoint, meetings, webinars, or dashboards) will be tailored to the audience group.

Change management, migration and training

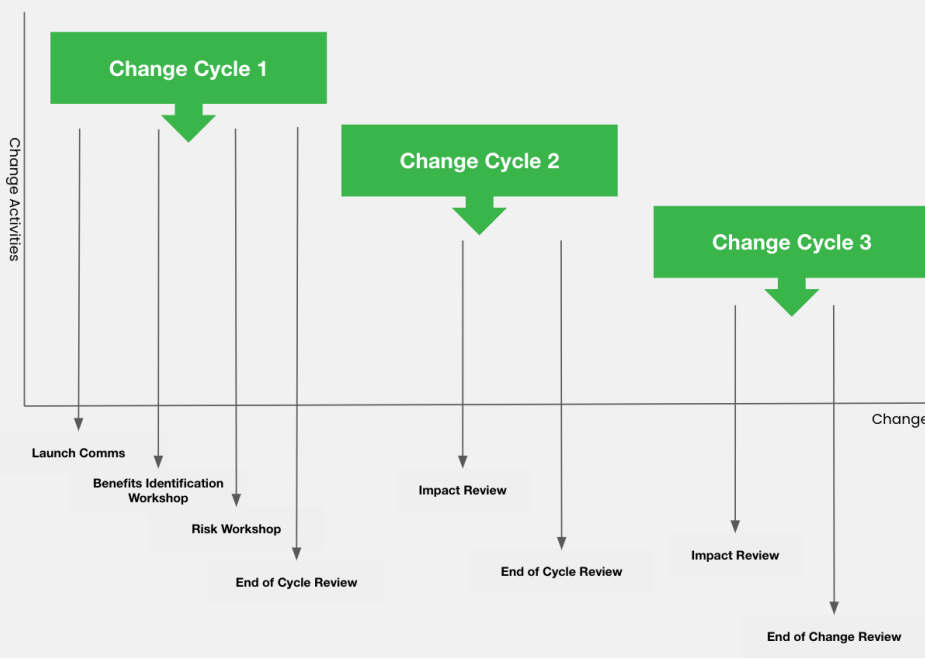
The main phase of activity will be the change management, migration and training and adoption phase which will take on board learnings from the pilots.

We will develop and implement a rollout and adoption plan and technical system enhancements programme. This will include agreeing the MVP for the migrations, in order to ensure a holistic view of the full spectrum of analytical applications is taken into account before change implementation. We'll also agree a succession plan, to ensure that knowledge transfer takes place throughout our engagement.

After the pilots, we anticipate that we will start with a group of Fast Followers who are eager and ready to migrate, and then work through the wider teams. We will agree the top 3-4 migrations to be implemented in priority order and define clear goals for the team to focus on delivering with the time and budget available.

The team will then enter the rapid iteration cycle aiming to get the migrated services onto the UDAL platform in the hands of the users quickly underpinned by user engagement, clear change management controls, governance and communication.

For each migration this will follow a iterative change cycle:



As we work through migrating users, we will seek their feedback and input on the post-migration issues, challenges, or opportunities for enhancement. We will acknowledge and appreciate their contribution and involvement in the migration and maintain a positive and trusting relationship with them.

After each migration is completed, we will maintain a continuous and consistent communication with users/stakeholders to support and train them.

We will engage with UDAL stakeholders to identify learning needs and clarify desired programme performance outcomes and indicators for tracking successful adoption.

Clear learning objectives will be set to meet competency and capability requirements and structure and organise formal training content materials and establish the key learning points for users as they onboard to the new system. Different users learn in different ways and our approach will account for blended learning paths acknowledging that people learn in different ways and at a different pace.

As training will be remote, we'll aim to engage and inspire users in a virtual environment using a variety of methods and techniques honed over many engagements with health professionals in different settings across NHSE.

We will also provide ongoing support, training, and updates on the benefits, results, and lessons learned from migrations to UDAL.

Ways of working

One team

Our multidisciplined one team approach means we do not see ourselves as a supplier and instead of delivering in isolation we strive to become part of the inhouse team(s), work fully integrated and together, as one team, perform and deliver to the highest standards. We'll achieve this by::

- Working as one team with our engineers working alongside NHSE and partners in the same agile team.
- Agreeing clear roles and responsibilities for all team members.
- Upskilling using techniques such as pair programming, workshops, show-and-tells, leveraging our open-source learning material.
- Eliminating knowledge silo's and encouraging a culture where all team members can contribute comfortably in all areas.
- Focus on continuous improvement and a no blame culture, with teams encouraged to adopt the prime directive, regular team retrospectives and continuous feedback.
- Focus on agile best practices such as daily standups, iterative development, regular showcasing of work, retrospectives and team health checks.
- Facilitating sessions like lunch-and-learns, opening our learn tech sessions to customer organisations, providing mentoring and coaching to in-house teams.
- Using peer review practices such as pull request workflows and pairing.
- Creating and supporting Communities of Practices, to encourage collaboration and learning between colleagues.
- Promotion of technology best practices such as infrastructure as code, test-driven development, CI/CD, automating wherever sensible.
- Incorporating user feedback as part of the agile process to deliver value early, avoid a like-for-like replacement and meet GDS/NHS Service standard.

Knowledge transfer

We want to empower you to become self-sufficient at the end of our engagement. We will mentor, upskill and give NHSE teams the tools and practices to continue development beyond the 12 month time frame. All Made Tech and Answer Digital analysts and engineers are taught mentoring skills at all levels and encouraged to mentor outside of work.

We believe in learning by doing, using techniques such as pair programming to transfer skills rather than prescriptive based learning although we will work with users to provide documented quick reference guides where required and we will develop training documentation for any self-learning requirements.

This approach offers a number of benefits:

- **No hidden costs and risk reduction**: No surprise handover period or support service bolted-on at the end of the delivery. Knowledge transfer as an ongoing activity removes the risk that a handover takes a lengthy period of time, and ensures understanding is shared widely from the outset.
- **Upskilling from day one**: By working as an integrated team from the outset, we create a natural opportunity to cross-upskill NHSE people with deep domain expertise, and Made Tech people with strong modern software delivery skills in each group's core skill sets.
- **Encourages ownership**: The experience of NHSE Data Services team members is guaranteed to be greatly increased as they'll feel ownership over the migrated services and any other outcome we are tasked to achieve.

Comprehensive documentation will underpin our knowledge transfer and a sustainable delivery model for continued migration. We will produce project and support playbooks, Architectural Decision Records (ADRs) and lightweight knowledge assets, governance assets (service roadmaps, product backlogs, RAID logs), shared in NHSE Confluence/GitHub, lessons learned logs, project closure reports. We create ADRs to document the status of a decision, its context and history, the expected changes and the resulting consequences.

Approach to quality assurance

Quality of our work

We will work transparently and provide quality service at every level.

Quality belongs to everyone, and we encourage questions and creativity from the whole team. We use a mix of intelligent estimation, measurement and forecasting to track our velocity for each sprint and keep you informed of progress. We review our effectiveness and tweak processes as we go to ensure we're getting the best results.

We'll ensure quality throughout by applying best practices including:

- Test driven development and test automation,
- pair programming and peer code reviews,
- CI/CD pipelines with test environments to allow for integration testing
- adherence to coding standards
- Infrastructure as code

As a team we'll maintain transparent working, regularly planning and sharing work in progress through sprint planning, stand-ups, showcases and retrospectives.

Governance and reporting

We'll hold open, honest and transparent conversations with you bi-weekly to ensure delivery is on track and quality levels are maintained. We ensure that all new team members meet both NHSE and Made Tech quality requirements, following ISO:9001 standards.

Our governance approach forms part of ensuring quality and with that we will look to immediately put in place scheduled assurance and risk reviews, monthly Milestone reviews/commercial review, delivery risk logs and horizon scanning for potential blockers. We will provide regular reports, keeping everyone up to date with what decisions were made and who made them.

Team performance

We'll manage all our people and quality of work through:

- regular 1:1 and squad check-ins
- running communities of practice and specialist events to support knowledge sharing and peer reviewing outcomes
- coaching and mentoring teams on effective collaboration strategies within multi-team, multi-supplier and multi-disciplinary delivery environment

- weekly team check-ins and individual reporting/retrospectives

These forums will allow us to assure the quality of work, gauge individuals well-being and capacity, help connect their delivery role to the wider strategy and resolve/raise issues quickly.

Ensuring continuity of service

We know that continuity of service is vital in service delivery and have implemented a number of processes to reduce disruption and mitigate the impact of any changes in team members.

We will minimise the need to rotate and build in stability through a number of processes and activities:

Placing the right people: Your Delivery Principal, [redacted] will work proactively with you to understand requirements and maintain a demand pipeline. James will work closely with you when creating new SoWs to ensure scope and deliverables are agreed and aligned up front. We build a detailed skill and seniority profile for each request, then our Scheduling Team uses our internal profiling tools to find the best people to meet your needs. In our experience, building in this cultural alignment at the outset helps minimise replacing resources during the project. Before placing the individual resource we ensure their own medium/long term goals align with the delivery, enabling them to continue their personal development.

Onboarding: To understand how to work in compliance with NHSE UDAL we will first internally onboard new team members. We've developed a robust NHSE-specific process to fast track onboarding covering context briefing, handbooks and documentation, security policies, device set-up, pairing and shadowing.

Continuous Knowledge Transfer: Working in blended teams for continuous knowledge transfer from day one is our preferred process, eliminating last minute, rushed handovers. Through delivery

we work as one team, actively transferring knowledge, reducing silos and individual dependence.

Adding value

We have developed a robust client engagement model to provide a mechanism for adding value, supporting decision-making and managing. This includes frequently adding value through sharing observations, lessons learned, ideas and suggestions and asking for feedback so we can continually improve our services to you. We use a variety of tried and tested methods (such as trade-off sliders, effort-impact quadrants, value stream maps) to identify where the value lies for your users and your organisation. We can then agree metrics and success measures for all areas and track performance against them.

During the Common Platform transformation programme for DEFRA and HMCTS, we found that as services were migrated into Live environments and the teams' workload became light. This was due to the type of work that had become related to routine service requests and incident response, we reduced both the team size and modified the team structure to blend in more junior engineers from our DevOps Academy. This reduced the operating costs for the 12-strong teams by approximately 9% (~£300k) over the 2-yr lifetime.

Central to this approach is your Delivery Principal, [redacted] will be responsible for the quality of the service provided by us, and ensure this through regular service review meetings with NHSE leads. The service review meetings are a forum where NHSE and our leaders can review and resolve any service issues and ensure we deliver maximum value at all times. James will build upon his existing knowledge of NHSE's digital and data strategy, governance and ways of working to work closely with our teams, NHSE delivery staff, and third party suppliers to ensure we deliver the most valuable outcomes. Where we have ideas for innovation or improvements, he will collate these and share our observations, suggestions and recommendations to ensure we've delivering value.

Our approach to innovation

Our team members are allotted time off projects, ensuring their personal skills align with current best practices and looking towards the latest trends. This has provided members of our teams with the time to present at conferences and panels such as the Home Office Data Science Conference, the Digital Leader Forum, Women in Data® and Rewired.

We maintain technology and technique radars, assessing the latest advances across government and industry. These radars allow us to recommend suitable new tools and working practices only after testing them in equivalent environments. Our Communities of Practice share any findings to ensure all gain from this research.

We research solutions to problems that we see across multiple client projects. An example of this research is using machine learning to generate synthetic tabular data to build machine learning models without breaching privacy concerns. The use of machine learning and artificial intelligence is quickly becoming a need for all services/platforms. Our experts maintain their knowledge of data science/engineering best practices within the public sector. They will work with you to explore your data and extract meaningful insights, proposing methods for further use to maximise its value.

Applying lessons learnt

Effective mobilisation and engagement to support user adoption

For NHSE GPIT Direct Care APIs (GPConnect) we established a number of working groups for Technical, Product (Benefits), Clinical and Solution Assurance. This currently underpins the rollout of GPConnect across foundation and NME suppliers and clinical settings across England and is working in coordination to tight timescales against the Primary Care Access Recovery Plan (PCARP).

We established governance boards with programme, directorate leaders, SMEs and users to regularly cascade progress, understand where we may need to pivot and synchronise on change impact and follow on decisions. We used a Scaled Agile (Scrum of Scrums) approach to ensure a consistent alignment mechanism was in place to coordinate with 80+ stakeholders.

We sought early user engagement with end user trusts such as Birmingham and Solihull ICB (BSOL) and continue to further that relationship, consistently re-validating what we think we know and measuring what we deliver.

Through this joined up approach we were able to identify duplicate work occurring across two pre-existing programmes, we brought teams involved together understanding user needs and change requirements, creating a single path to deliver the outcome whilst reducing spend and complexity for NHSE teams and ultimately benefit to patients.

We will replicate the successful early mobilisation governance structure for this programme.

Adding value through innovation

As part of our work with Oxford University Hospital (OUH) we've implemented the Observational Medical Outcomes Partnership (OMOP) Common Data Model (CDM) for the Thames Valley and Surrey Shared Data Environment (SDE).

Our approach focused on driving innovation through practical application and scalability. We created a robust data mapping process for the OMOP CDM, laying a solid groundwork for future data integration. This innovative methodology was not just theoretical; it set the stage for our next phase of implementing actual data sets into the SDE. We're now taking this innovation further by operationalising the integration of Cancer and GP data into the SDE.

We're using technical data mapping and ensuring the data is accessible and usable for researchers. By making these complex data sets readily available and functional in a research context, we are directly enhancing the potential for medical discoveries and advancements. This approach to data delivers value through creating a bridge between data management and practical research applications, showcasing our ability to innovate in data processing and foster an environment where research can thrive.

For the UDAL programme, this will translate into:

- **Enhanced data accessibility and quality:** Our work ensures that complex data sets are not only available but are also of high quality and standardised, making them more useful for research purposes.
- **Interoperability:** Interoperability across different data systems is crucial for the UDAL programme as it involves multiple data sources. We'll ensure this is at the centre of our approach to facilitate easier data sharing and collaboration among users.
- **Improved efficiency and insights:** By streamlining data processes and making comprehensive data readily available, researchers can focus more on deriving insights rather than on data management. This accelerates the pace of research and enhances the quality of outcomes.
- **Scalability and future-proofing:** Our methodology is designed to be scalable, allowing for future expansion and integration of additional data types, which is essential for the evolving needs of the UDAL programme.
- **Customisation and local contextualisation**: We ensure that the data mapping and integration processes are tailored to the specific needs and contexts of the UDAL programme, thereby increasing the relevance and applicability of the data.

Our approach to implementing the OMOP CDM at OUH demonstrates our technical proficiency and strategic foresight. We've created a data environment that is conducive to innovative research and practical applications, aligning with

the goals of the UDAL programme. We'll support you in healthcare planning, commissioning of services, national tariff reimbursement and development of national policy.

MS3: Project Methodology and Timelines

Please describe in detail your proposed methodology and governance wrapper for this work including assurance criteria and processes.

Your response should include:

(a) A high-level timeline (identifying key milestones) confirming proposed timescales for successful project delivery, including any assumptions.

(b) How you will ensure that rapid benefits realisation, adoption, and sustained services will be a core focus and assessed via your established governance processes.

(c) How you will ensure a sustained and enduring function to be provided to NHSE Cloud Infrastructure, Data Engineering and NHSE Analytics Teams.

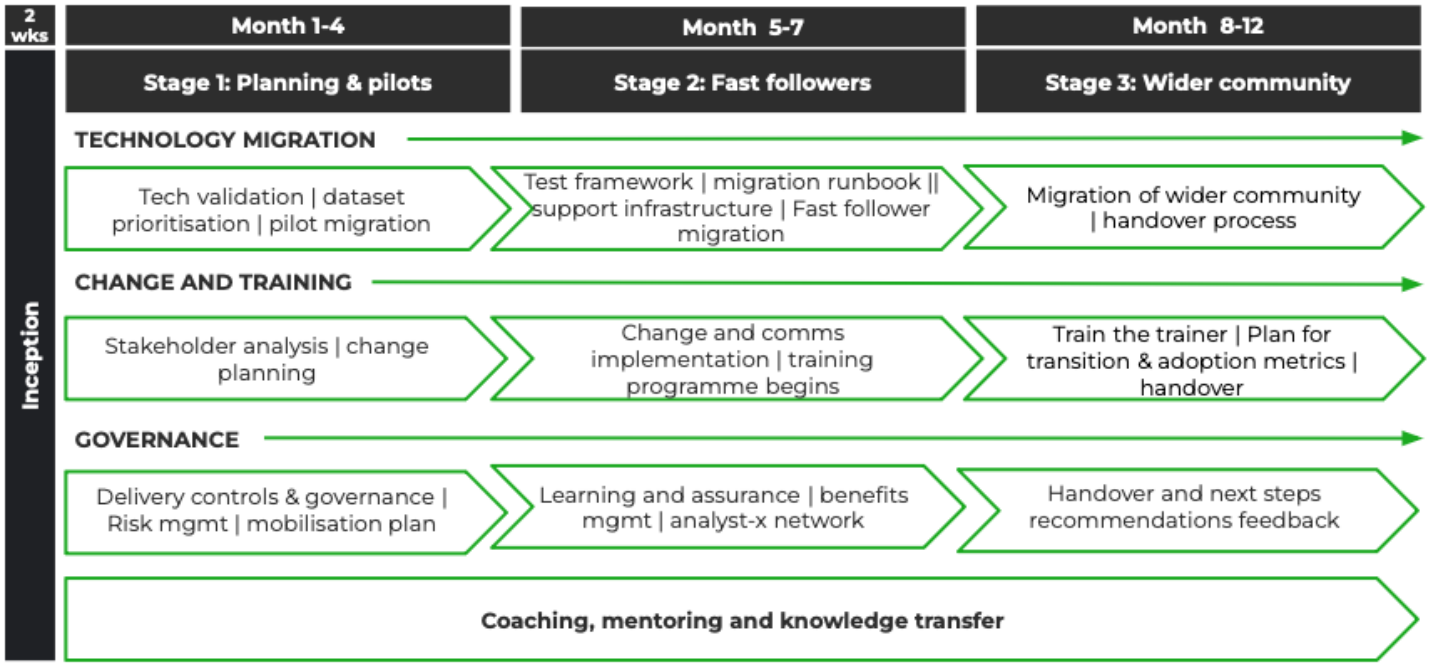
[see response on the next page]

Word count: 1993

Proposed methodology

To deliver the milestones and four work packages (Technical Resource, Programme Management, Change Management and Governance) across the 12 months we have developed the following roadmap and timeline. Our goal is to deliver value early and often through working closely together as one integrated team.

Our approach focuses on migrating users quickly and iteratively delivering technology enhancements such as designing and implementing data standards specific to support compatibility and interoperability and implementing robust data quality control measures. This will be underpinned by a robust change management and training framework to manage the change across c800 staff and c65 teams.



A continuous feedback and adjustment loop will aid the successful migration of teams onto the system and ongoing self-sufficiency to manage changes in BAU. To manage this we will provide a governance wrapper that will provide programme delivery controls and reporting giving assurance that the delivery is to time and quality.

High level timeline

Stage	Timeline	Activities
Inception	Week 1 -2	• Review work done to date, roadmap and pre-existing backlogs • Map and prioritise key stakeholders, teams and users • Agree ways of working, success measures and KPIs • Review NHS data and platform strategy • Technology and architecture review • Jointly develop delivery roadmap for the programme with key review milestones
Pilots and planning	Month 1 - 4 (Jan - March)	• Develop and agree key change and adoption framework and KPIs • Delivery controls and governance established • Identify and prioritise pilot analytical team migrations • Understand training needs for roll out and adoption • Develop testing and data standards • Gather/review user feedback on existing services • Develop communications and continuous learning cadence • Technology validation exercise • Dataset prioritisation • Establish and begin implementing comms plan • Assess current data quality • Develop training materials including user guides, technical guidance, and documentation

		• Migrate and train pilot users
Fast followers and training	Month 5 - month 7 (May - July)	• Test framework established, runbook and metrics in place • Fast follower migration carried out • Ongoing service design and data-led optimisation • Enhancements programme review and delivery • Migration rollout reviews • Capability building opportunities reviewed at regular CoP sessions • Detailed transition planning • Train technical and non-technical training to operational and non-technical teams on elective recovery tooling.
Wider community transition and handing over	Month 8 - 12 (Aug - Dec)	• Wider community (bulk) migration completed • Handover planning • Continuation of capability building opportunities reviewed at regular CoP sessions • Train the trainer sessions undertaken • Formal handover, report and recommendations
Change management, comms, training and stakeholder engagement	Continuous - ongoing activity throughout the contract	• Fortnightly service delivery reports • Monthly service review with sponsors • Open showcases and workshops • Rolling training programme • Fortnightly programme retrospectives • Monthly stakeholder and comms planning

		• Videos, reports and email updates • Monthly KPI reporting

Rapid benefits realisation framework

We'll establish a robust benefits realisation framework to baseline, track and report on driving data enabled improvements in clinical and operational practices. We anticipate indicators will include smart deployment of resources, detailed skills in analysis and continuous improvement in tooling enabling locally based operational improvements. The benefits framework will include workshopping to agree benefits identification, modelling, profiling and ownership. We'll work with you to develop performance measures for benefits tracking and system adoption with a reporting dashboard for senior managers to track and adjust priorities in line with operational improvement needs, as required.

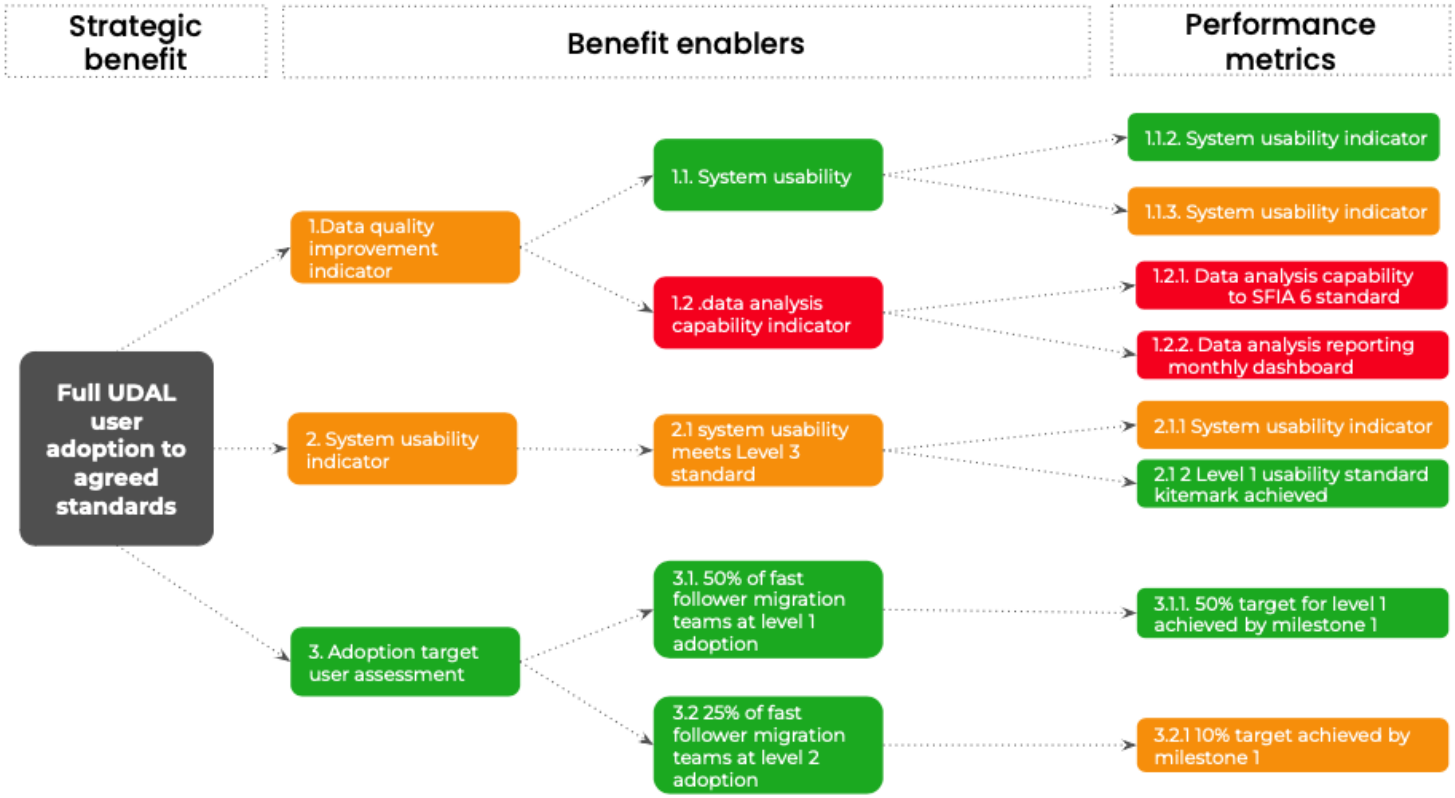


Diagram 1: Mock up of benefits dependency matrix with RAG status for regular reporting linked to adoption performance metrics

In order to rapidly realise benefits, we'll take a lean and agile approach to delivery, operating in either a Scrum or Kanban style framework, and continuously improve our processes as a single team. We use sprints and agile ceremonies such as planning and review sessions to increase team collaboration and transparency to ensure rapid benefits realisation.

We'll deliver against outcomes by:

- Working as one team alongside NHSE and partners with clear roles and responsibilities established and a shared understanding on outcomes
- Using agile principles and practices (stand-ups, retros, showcases) and goal scoped iterations (sprint goals, theme-based roadmaps) to minimise risk, iteratively deliver value quickly
- Quickly building consensus across stakeholders by regular collaboration and demoing progress
- Continuously testing and adopting CI/CD to deliver value quickly
- Collaboratively managing delivery risk and progress using a shared RAID log, monitoring of key measures (resource quality, cost burndown), team check-ins and client satisfaction surveys
- Using SMART metrics to demonstrate the delivery of value to the end user and being good value for money.

We'll take a holistic approach to technical design, considering different design domains (business, data, security, application and infrastructure) coherently. We'll produce conceptual and high-level data models and clearly documented design decisions (using Architectural Decision Records) to help teams understand the problem, enhance systems' security, ease assurance processes and help identify decisions for the attention of design authorities - reducing risk, improving quality and adhering to the NHS service and technology standards, including the very latest changes in DHSC's and NHSE's data access policy. We'll use our experience and knowledge from working on NHSE's GP interoperability programme to ensure we take solutions through NHSE clinical and risk assurance processes.

We recognise the importance of providing delivery assurance with regular reporting on team, delivery, client, quality and risk. As an ISO:27001/9001 and Cyber Essentials Plus certified organisation we monitor data protection, cyber security and information security across teams in conjunction with our Head of Compliance and Head of Operations. We also monitor client and team satisfaction with regular governance check-ins and pulse surveys. We also ensure that people assigned to NHSE deliveries are well versed on the appropriate governance processes, and can present outputs for review at

appropriate stages in the delivery. We'll work closely with stakeholders and share demonstrable progress early and often via showcases and working groups.

Adoption

We will develop a structured adoption framework to baseline and track adoption of UDAL with co-developed metrics based on a three tier assessment system:

- Level 1: System usage measures and speed of adoption
- Level 2: Data quality and completeness to assess effective usage and proficiency
- Level 3: Business performance metrics to track progress of usage against business objectives

Our outcome-based delivery approach ensures that adoption tracking will be a core focus by taking time to prioritise what users and the organisation will experience at the end of a piece of work.

In order to be outcome focussed, user journeys will be an important communication tool our teams use for identifying, discussing and resolving any potential pain-points and ensure successful adoption. This evidence-led approach and metric tracking uses maps and findings documents to cultivate understanding and consensus across stakeholder groups. We'll conduct usability testing with prototypes to get work into the hands of real users as fast as possible to test designs and continually validate our ideas, including pivoting where necessary. We remove risk from our work by testing our riskiest assumptions first. All of this is done according to NHS service standards, so that we can prove at service assessments and through adoption metrics reporting that our work is validated with users and solve whole problems.

This approach has worked well for **Birmingham and Solihull ICB,** who we're working with to pilot a Digitised Lloyd George Repository.
We engaged a practice within the ICB to understand current ways of working and understand the environment in which the users operate and design a process that improves their day to day activities.
To validate design decisions and test our riskiest assumptions, we prototyped tested key journeys with users such as viewing and downloading digitised records. Through testing, we found that users needed to download all files that make up a record together, rather than have the ability to download individual files. Using this insight we re-prioritised our product backlog allowing us to spend more time on high priority functionality that would benefit the end user more.

We govern these processes via a structured change management approach that gives employees a sense of ownership of the change through well-defined communications channels and clear definition of roles and responsibilities. This

is key to adoption through getting buy-in and articulating the 'what's in it for me' for employees to move through the change curve, e.g. from feeling emotional reaction, to a logical thinking about how new products and new ways of working will improve their productivity and job satisfaction. By mapping the interconnectivity and dependencies of services we will understand the potential need for business change activities early.

To ensure the smooth implementation of a product/service we will conduct a change impact assessment and develop a business change plan. This will include working across stakeholders to manage change through understanding the needs of those groups who will be impacted by moving through transition into BAU.

We will develop a communications plan that uses a range of channels for key messaging and bi-directional opportunities to take feedback from users on how the transition has progressed for them. This will inform any changes of approach to how we provide support across transition into BAU.

Training will be an integral part to ensuring successful adoption. Our training approach will support users to progressively be able to self-serve and support one another as quickly as possible to be self-sufficient and proficient in using the system. The training design will include role-based engagement and train the trainer sessions to encourage lead or super users to coach and mentor colleagues and provide continuity of adoption standards through BAU.

We'll also develop quick reference guides and formal/informal training and coaching to suit different learning styles.

To maintain a positive experience during the critical period of system rollout, we set up daily drop-in calls to ensure that users feel supported and any urgent issues are addressed quickly.

Sustained and enduring function

We will continuously transfer knowledge within NHSE teams to build capability and minimise hidden transfer and exit costs. Specific steps to achieve this are:

- Working in blended teams. We regularly pair with in-house teams to provide upskilling through learning by doing as well as transferring knowledge on best practices.
- Working in the open and ensuring that sufficient quality documentation is shared
- Providing playbooks (e.g. on areas like technical strategy) to support self-sufficiency
- Creating and maintaining architectural decision records to ensure the reasons behind decisions are transparent and learnings are reusable

- Actively participating in current NHSE capability-specific communities of practice to continuously share knowledge and guidance
- Agreeing appropriate handover periods and shadowing/pairing during that time period to ensure seamless transition.

Transition to another team is critical to success and building in-house capability. We will achieve this by:

- pairing on research, design and development activities to build shared understanding
- maintaining just enough documentation including research analysis, service blueprints, user journeys, runbooks, READMEs, tests, API doc
- maintaining secure and operational code supported through automated processes in CI/CD pipelines, including vulnerability and dependency scanning, automated test suites and deployment smoke tests
- implementing or integrating with existing logging, monitoring and call out services
- running drills including gamified service failures.

As DVLA's partner for the Evolve transformation programme we supported them in redeveloping online driver licensing and data enquiry services and transforming legacy technology platforms.

Across this programme we worked as a blended agile scrum team with DVLA throughout. Our Engineers paired with DVLA engineers and provide knowledge sharing, coaching and mentoring.

We introduced and implemented new ways of working, tools and processes to ensure a sustained and enduring function for DVLA. This included:

- Implementing code repositories, code reviews
- building CI/CD pipelines
- introducing Infrastructure as Code using Terraform which has provided DVLA with infrastructure resilience and increased confidence that testing/staging/ production environments are consistent and secure.
- advising and implementing the latest Azure network security measures and supported the DVLA though the process of successfully achieving the required external IT Health Check approval prior to release to production.
- introducing agile ways of working, regular feedback sessions and a user value first methodology.
- Transitioning DVLA to cross-functional teams where all engineers are responsible for writing tests, meaning data quality assurance measures are baked in from the very start of the data pipeline.

MS4: Risk Management

Outline the risks and challenges that you foresee in delivering this contract, and your proposed approach to mitigating and or managing identified risks and challenges.

Word count: 763

Our approach to managing risk

To ensure services are delivered to the optimum standard and de-risk the delivery, we take a robust approach to risk management.

Proactive risk reduction

We will proactively reduce risk across the programme by:

- including relevant healthcare standards and regulation into requirements backlogs at the beginning of the project
- ensuring suitably qualified practitioners are available to cover clinical safety (DCB0129/0160), data and cyber security, device regulation, interoperability and accessibility compliance.
- using clinical safety cases and hazard logs to influence design and development decisions
- engaging data protection officer for projects involving patient data

Active management of risks

We identify and manage risks at contract and project level, capturing in a contract RAID log which will capture risk categories including technology; delivery; change and migration.

To drive forward planning and ensure issues are discovered and addressed early, we work with all stakeholders to identify project risks, considering both direct and indirect factors. We use activities (futurespectives, threat modelling, red teaming, technical spiking) to proactively identify risks for proactive management and mitigation. As part of our programme governance we will produce RACI Matrix, Risk and Hazard Logs and dependency trackers to ensure we are ahead of any arising concerns and provide early warning and mitigation.

Our delivery lead will meet with the team weekly, and capture risks, issues, mitigations and action progress. The RAID log will be a shared document, and

we will discuss key risks in weekly meetings. We will work with the NHS Data Management team to register, escalate and resolve any risks through the programme.

We score risks against potential impact and likelihood and produce treatment plans for each risk. Below we have identified potential risks in relation to this programme and our proposed mitigation strategies.

We adopted this approach when delivering the **NHSBT National "RECOVERY" COVID convalescent plasma clinical trial**. We identified risks presented by the need to gain rapid device approval from MHRA and IGARD approval for use of personal data from clinical systems. We managed mitigations and actions in daily standups to ensure early completion. This project was delivered successfully in 11 weeks, leading to a substantial increase in public engagement and numbers of donors.

Governance

To ensure we align with your governance structures and reporting requirements, we will integrate directly with your risk management process; reducing duplication, providing transparent risk management.

In addition we will conduct internal weekly Health Delivery Reviews which allow our delivery managers across all our deliveries to share best practice, identify common trends across clients and support mitigation planning, supported by our Health leadership.

Risks and mitigations for this programme

Risk	Impact	Mitigation strategy
Limited Access to existing staff/resources during onboarding	Onboarding takes longer than anticipated	Ensure onboarding process clear and appropriate resources allocated in advance of start date
Discovery of unknown issues	Impact to scope of MVP	We will review progress daily during stand up, and as part of our showcases, retrospectives and delivery health checks so that we can adapt our plan and course correct quickly to ensure we meet our KPIs/SLAs.
Delays in gaining appropriate access to environments.	Detrimental impact to timelines	Environment set up with appropriate permissions to be agreed and implemented as early as possible once work has commenced/ prior to start.
New datasets cannot be integrated with existing datasets	Analytical teams unable to produce required reports	Early understanding of the existing datasets and the potential sources of new data and how they interact.

No availability and early engagement with business stakeholders and analytical teams /staff to establish most effective training methods and how adoption of the new tools should take place.	Detrimental impact to timelines.	Establish main points of contact for analytical teams during early phases, raising any access issues at an early stage.
During delivery of the Work Packages, different skill sets are required due to unforeseen issues or amendments to the scope of work.	Inability or delay in delivering outcomes	We will flex team roles/personnel, subject to contractual terms.
NHSE Teams are resistant to change due to recent changes to structure and roles across the organisation.	Limited engagement and adoption of new approaches.	As part of our managing change resistance planning, we engage with teams early in delivery to understand their concerns and what they want as end users and tailor to meet those needs which can include training needs analysis, additional coaching etc..
Poor performance from other suppliers	Ability to deliver against milestones	Include suppliers in engagement plans. Ensure regular forums for feedback. Adopt a deliberate partnering approach to delivery

		integrating teams and agreeing compatible ways of working

MS5: Data Management and Information Governance

Please detail your established processes and approach to data management and information governance, and how you will ensure the specified Requirements are delivered to industry standard program / project and quality management methodologies.

Please include specialist experience of aligning to data and digital industry standards and new and emerging technologies.

Your response should include how you will ensure alignment to best practices within the assurance function, ensuring that Information Governance and Data Privacy controls are clear and transparent throughout the platform.

Word count: 999

Drawing on our experience working with NHS England, Skills for Care, NHS Blood and Transplant, and various NHS Trusts and ICS/ICBs, we'll elevate UDAL's data management and information governance, ensuring alignment with NHS standards in UK data legislation. We'll integrate adherence into the migration process, upholding the principles of confidentiality, integrity, and availability, especially concerning sensitive healthcare data as teams adopt UDAL. We'll work with you to mature practices, ensuring technical delivery meets industry standards beyond our engagement.

Approach to data management and information governance

Understanding NHS IG framework

We'll apply our NHS IG framework expertise, ensuring compliance with the Data Protection Act 2018 and healthcare-specific regulations. Our handling of personal data will honour patient preferences in line with the National Data Opt-Out, supporting the integrity of Shared Research Environments. We'll conduct DPIAs to proactively mitigate risks, embedding stringent data protection within UDAL's operations. Our commitment to best practices in data governance will be integral

to UDAL, enhancing NHS service delivery through secure, patient-centred data management.

Information governance and data privacy

Our experience designing and deploying The AI Centre's Federated Learning Platform and AI Deployment Engine showcases our dedication to secure data sharing of critical datasets and GDPR compliance. We'll apply these stringent data protection frameworks and robust quality controls, ensuring secure data sharing, meeting and exceeding industry standards.

Data lifecycle management

We'll oversee the data journey from inception to retirement, emphasising protection and data availability. Before data enters your systems, we'll validate, clean, and transform as necessary. Our proficiency in managing a broad spectrum of data, and emphasis on the protection of patient-identifiable information whilst ensuring wider data availability, will enable us to develop UDAL products and data ingestion plans aligned with accepted good practice and existing UDAL technical architecture.

Role-based access (RBAC) and attribute-based access control (ABAC)

We tailor data security to each project's unique context, employing RBAC or ABAC where appropriate. We've successfully implemented RBAC, including on NHS Virtual Visits, where 35,000+ visits were facilitated. Data encryption, anonymisation, and a security model based on least privilege were employed, with hierarchical role-based access ensuring data safety. We also recognise ABAC's potential for dynamic and context-sensitive security and will explore this within the programme.

Compliance

Our processes comply with UK data protection legislation, GDPR, and further relevant policies. Our NHS DSP toolkit holding an 'exceeded' status is a testament to our commitment. We'll work aligned to industry standards such as HL7, FHIR, OMOP, PRSB, and CIS, and comply with Government Service Standards, ISO:27001, CE+.

Alignment with industry standards and emerging technologies

We've built innovative platforms for **The AI Centre** with a primary focus on securely handling clinical data. We implemented encryption, pseudonymization, and role-based access controls. We ensured GDPR compliance, safeguarding patient confidentiality, and guaranteeing data integrity across multiple trusts.

We're leading the design and implementation of **NHSE GPConnect standards**, enabling authorised clinicians and patients to exchange and access GP clinical information across IT systems, manage appointments and prescriptions, and modify access levels. This includes creating specifications to support writing back to primary care records and record migration, and developing advanced GPConnect APIs and data models. Establishing robust data governance policies, processes, and controls is integral to ensure proper data sharing, storage, and retention.

We provided **Oxford University Hospital** with a comprehensive solution for data challenges, introducing a procedure for standardising the transformation of diverse data sources into the OMOP format for the Secure Data Environment. Our governance paradigm, coupled with a real-world proof-of-concept using a COVID-19 dataset, instilled a framework that streamlines data transformation, guarantees quality assurance, and resolves potential conflicts.

We developed data standards for **OneLondon** that enabled the ingestion of sensitive mental health and social care data. Our methodology ensured secure data handling, storage, and transfer. For North West London ICB's SDE, we're helping to implement the OMOP common data model to support uniform data ingestion, thereby enhancing data consistency and integrity.

Our collaboration with **NHS Blood and Transplant** focused on digitising their plasma collection. Working with NHS Digital's IGARD team, we streamlined data flows and established data-sharing protocols. We transitioned data from the HL7 format to the contemporary FHIR standard. Prioritising GDPR guidelines, we employed encryption, pseudonymisation, and anonymisation techniques to ensure data protection, while actively flagging potential governance concerns.

We crafted an Azure Databricks Data Lake-house for the **DVLA**, meeting current digital and data standards. We secured real-time JSON data streams, implementing encryption and pseudonymisation with Azure Databricks and Apache Spark. Lakehouse features via Databricks Delta Lake ensured ACID compliance, while Azure Data Factory managed ETL, and Azure KeyVault enhanced security.

We'll apply these proven approaches including thorough security checks before user onboarding, a shared library, and repeatable patterns for efficient dataset integration, guaranteeing adherence to your data and information governance standards.

Alignment with best practices

Clarity and transparency

We've established transparent reporting mechanisms for stakeholders. We'll actively engage stakeholders in our governance processes, fostering trust in our data management. All our governance and privacy controls are thoroughly documented. Regular and transparent reports are provided to stakeholders about any incidents, their impact, and corrective actions taken.

We'll identify and assess current data privacy and related processes, designing and implementing appropriate tools and processes. We'll then coach, train and upskill NHSE teams as required.

Playbooks

To ensure best practices in the assurance function and transparent Information Governance and Data Privacy controls, we'll use playbooks and advanced technologies. For Hackney Council's data platform, we handed over a playbook that resulted in improving organisation-wide expertise with the tooling and data concepts. Leveraging techniques like data vault, we boosted data discoverability, analysed multiple surveillance systems and, using data vault 2.0, developed a consolidated, adaptive data model.

Training and awareness

We maintain a cutting-edge stance by continuously updating our team on the latest in information governance and emerging tech. This commitment to innovation and best practices will directly inform the data standards we help design for your project. We'll ensure all project participants receive thorough training, embedding this knowledge into the broader project ecosystem.

MS6: Previous Relevant Experience

Give 2 case studies of previous similar work with health and care clients, and detail how you will implement lessons learnt to this project.

Case studies should describe your approach and toolset for change management and business change when supporting the deployment of new solutions or new ways of working.

Word count: 1492

The AI Centre
OMOP-based secure data platform supporting federated learning

The challenge

The AI Centre for Value-Based Healthcare is an NHS-funded consortium of 10 London NHS Trusts and research institutions focussed on supporting the NHS to make best use of AI to improve patient outcomes.

We've delivered two open source platforms for using health data in AI models, with a core component being a federated OMOP-based UDAL providing a consistent data model which data in each trust is projected into. This allows consistent querying and analysis across trusts, while orchestration tooling provided as part of the platform allows queries to be authored centrally which are then distributed across locally held secure data enclaves. It provides UDAL functionality with a broader cohort of patients across the participating trusts while avoiding the need to centralise the data in one place.

Our approach

Identifying champions

We quickly realised that in order to sustain migration to the new platform this needed to be driven from within the Trusts. To develop the internal support we identified champions in a position to influence trust teams to and focussed engagement on these.

Pilot programmes

We carefully selected the initial use cases/pilots to avoid disrupting existing data flows. By selecting a project which was a strategically important new development, but small enough to quickly demonstrate value, we proved the process, showed short term value and quickly built trust, while providing lessons for later migrations.

Much of the complexity was in uplifting existing research and analysis pipelines rather than in the technical implementation. We took on a migration of an existing research project to use the new platform. Early successes in pilot projects were highlighted through talks and presentations on a range of professional and clinical specialty focussed platforms.

Assess impact and risks

We spent time understanding dependencies, inputs and outputs upstream and downstream to ensure disruption to analytics flows would be avoided or mitigated. This additionally identified areas of existing analysis that weren't bringing value and so could be retired rather than migrated.

Communication and training

Analysts were dispersed across organisations and needed to undertake migration alongside existing workloads. We recognised that dedicated training sessions would not be a good fit. We supported analysts and researchers to adapt their analysis to the new model and platform through pairing with analysts and weekly surgery sessions allowing analysts and researchers to drop-in for support. Pairing allowed analysts to learn in their own environments and apply tooling in the context of their own research problems from the start. Weekly surgery sessions simplified scheduling across organisations and built deeper understanding of the platform by learning from peers and allowed the time to be used flexibly to either build learning or address specific problems. This was supported by robust documentation which included fully coded examples.

There was a strong tendency for researchers and analysts to go direct to source by requesting data extracts from system owners and administrators. It was therefore important to engage data owners and gatekeepers. Supporting data owners to signpost users requesting data to the newly implemented systems meant that messaging to users was coming from a trusted voice to them, and meant that they came to the new processes with a degree of trust.

Sustained Change

We recognised that replatforming analytics and research across then trusts was a marathon rather than a sprint, and ensured longevity through building repeatable processes and supporting tooling. We worked alongside the AI Centre team ensuring that they were familiar with tooling and process and so were able to take on a handover as services moved to BAU mode.

Outcomes

- Seven NHS trusts onboarded with the FLIP platform, including clinical systems connectivity. There are multiple research and analytics teams at each trust who are now using the platform for clinical research.
- FLIP machine learning models were trained and deployed in 13 NHS Trust
- IG compliance, integrating with the NHS National Data Opt Out Service

Applying our lessons learnt

Much of our work (notably data platform work with OUH and the AI Centre) is open source, so will permit direct reuse of transforms of common patient attributes such as demographics. This will reduce the work required to migrate and map these common data structures in the data access layer and promote consistency across environments within the UDAL platform. Our time spent analysing platform options will inform key platform decisions e.g Github vs Azure DevOps integration with Azure Datafactory and Azure Synapse, reducing technical risk by ensuring technical decisions are built on knowledge and experience.

We've familiarity with supporting infrastructure such as the NHSE Terminology Server which can be used to validate and transform clinical coding and the National Data Opt Out service which will increase onboarding speed. The network of contacts we have built within the NHS Data analyst community, e.g. through the AnalystX community will promote trusting relationships and the dissemination of best practices across analyst teams.

Manchester University NHS Foundation Trust (MFT)
Information Services Replatforming and Digital Transformation

The challenge

MFT is the largest acute trust in the UK, employing approx 30,000 people, operating 10 hospitals and serving a diverse population of some 800,000 people in North West England with a wide range of general and highly specialist care.

MFT had a vision to be a pioneer in the delivery of data driven healthcare, recognising both the clinical and operational benefits this can deliver. To achieve this aim MFT needed to digitally transform their Information Department to realise efficiencies enabling them to resource development of new analytics workstreams and more quickly react to changing demand on their reporting function, allowing the wider Trust to realise the benefits of data driven healthcare.

To support this vision, we conducted a review of existing platforms and ways of working, and supported transformation of both their delivery model and the technical underpinnings.

Our approach

We worked with the Associate CIO for Information and Patient Services and other key stakeholders to develop the strategy for information within MFT, capturing the current state of play, pressures being experienced, how successful MFT had been in becoming data driven to date and developed hypotheses on how and where improvements could be made.

Enabling Technology

The bedrock of becoming a data driven organisation is having rapid and easy access to the necessary information with which to perform analytics and uncover key insights on which to make better clinical and operational decisions. We supported the BI team to build a reference architecture for an Azure-based data warehouse to provide this, factoring in the trust's connectivity and clinical systems architecture, requirements for data matching and reference data management, operational and investment cost. The architecture ensured that the platform would be sustainable by selecting technologies that were future proof in being either evergreen (PowerBI, Azure Synapse Analytics, Azure DataFactory) and/or widely portable and supported (Apache Spark/Azure Databricks).

To enable new more agile ways of working we introduced Azure DevOps which enabled more effective management and data and reporting pipelines automation and scheduling.

The Azure-based stack was able to automate both generation of national reporting and approvals, capturing signoff required prior to submissions. This significantly reduced the effort required by analysts each month, freeing them up from 'hand cranking' BAU activities and providing new development capacity.

Operational use of Information

In order to realise the benefits of becoming a data driven organisation, efficient operational deployment is required. To ensure this was in place we supported the analytics function to review and understand how analysis and reporting was briefed, managed, shared and consumed, paying particular attention to areas where manual reporting was prevalent and diving deep into why this was the case. We supported operational leadership within the wider organisation to become intelligent customers, and trained analysts to capture requirements in a more consistent structured fashion

To uplift operational teams' understanding we provided training material on use of analytics and a development process overview, ensuring new work requests to analysts were well formed with the delivery process well understood. For analysts/BI developers we provided training on tooling and requirements capturing. We upskilled the team to use user stories based on personas, with acceptance criteria. .

Benchmarking progress

To maintain a sustainable transformation we recognised the need to capture and measure progress. We used the HIMMS EMRAM framework to benchmark maturity of the information function which enabled comparison with peer healthcare organisations. We also used our knowledge of working in other non-healthcare sectors to benchmark maturity against best practice in other industries. Our work with MFT across both this and deploying the Epic EPR allowed the Trust to achieve HIMMS Level 5 and provided a roadmap to achieving HIMMS Level 7, the highest level of digital maturity, by 2027.

Applying our lessons learnt

We will deploy the following artefacts derived from this experience:

- Training material on requirements engineering in BI and analysis
- Evidenced analysis of platform tooling, providing guidance on data product selection
- Rehearsed digital maturity analysis framework specific to BI and analysis

MS7: Social Value and Healthcare Procurements

Detail how, through the delivery of the contract, you plan to influence staff and suppliers to fight climate change through the reduction of consumption and waste.

Word count: 443

We're a Carbon Neutral company, having measured and reduced our carbon footprint, and offsetting residual carbon by investment in VCS and Gold Standard offset schemes. We've committed to become Carbon Net Zero by 2030, using protocols including, remote working, regionalisation to reduce commute distance, cycle to work schemes, recycling, reusing computer equipment, and renewable energy providers.

Our approach is supported by our wider Environmental, Social and Governance (ESG) Committee, who regularly monitor our progress towards targets. Annual updates are published within our PPN 06/21 Statement and Annual Report. Our Carbon Reduction Plan includes Science-Based Targets, and we train staff on green computing techniques.

As part of the delivery of this contract, we plan to influence staff and suppliers to fight climate change through:

- **Remote-first ways of working** - We have worked remotely for many years.. We will collaborate with NHSE to agree on conducting only essential travel (e.g. face-to-face required meetings), and use secure collaboration tools such as Microsoft Teams, SharePoint, JIRA, GitHub, Miro, Mural, Trello and Slack to enable remote delivery.
- **Sustainable essential travel** - We will encourage the team to use public transport where possible and car sharing/pooling where necessary. We provide public transport season ticket loans and a Cycle to Work Scheme.
- **Turning off computers and machinery** - We encourage our employees to turn off computers and machinery when not in use (also in line with our Information Security Policy). Currently, a reminder is sent daily to all our employees via Slack to turn off devices at the end of the day to minimise energy wastage.
- **Re-use and recycling policies** - delivered throughout all of Made Tech's offices with the selection of shared office spaces contingent on these same standards.

- **Renewable providers** - We include environmental assessments in the selection and ongoing management of suppliers to Made Tech.

  Throughout the contract we will influence staff and suppliers to fight climate change through sharing educational resources on how to reduce consumption and waste. This will include regularly sharing our practices through articles, workshops, blogs and will become an active contributor to NHSE's communities of practice.

Our proposed commitments

Commitment	Measurement
We will deliver one carbon reduction training session to raise awareness and upskill the contract workforce and wider NHSE team	No of training sessions delivered
We will educate the contract workforce on green coding and architecture practices through facilitating sessions on implementing sustainability in system design.	No of learning sessions facilitated
We will conduct a green review on the development and hosting environment and produce a set of recommendations to support the contract workforce, and wider NHSE team	Recommendations report delivered
We will engage the NHS Greener and contribute, where possible	Contributions made

MS7: Social Value and Healthcare Procurements

Detail how, through the delivery of the contract, you plan to increase overall diversity and inclusion within the contracted workforce.

Word count: 471

We understand various factors contribute to inequality (e.g. location, disability, age, gender) and underrepresented groups face issues that affect hiring, skills, pay, structural racism and cultural prejudice.

We're tackling inequality and increasing the increase overall diversity and inclusion of our workforce through:

- **Proactively recruit people from diverse backgrounds through**
  - partnering with communities: E.g. Black Girl Tech, Coding Black Females, Codebar, pink jobs, POCIT, Flexa Careers, EvenBreak.
  - providing jobs where education is not a requirement (students from lower socioeconomic backgrounds are less likely to go into higher education).
  - providing application support to individuals with low digital skills
  - adopting inclusive, accessible recruitment, including neurodiversity training for hiring managers. A Level 2 Disability Confident Employer and member of Neurodiversity in Business, we aim to be a place to help disabled people with long-term health conditions fulfil their potential.
- Implementing a **leadership-development programme** to increase senior diversity (women and people of colour at SFIA 6+).
- **Our ESG Committee** who aim to positively impact the lives of its employees and stakeholders, and works closely with our self-organised ED&I community.
- **Made Tech Academy as an entry route.** We've been providing accessible and inclusive entry into DDaT careers via our Engineering Academy since 2017. Our 12-week programme offers a £23k+ salary with all equipment provided, welcoming individuals from all backgrounds, educations and experience levels to establish digital skills and become client-ready. The diverse intake of our academy programme helps disadvantaged communities from lower socio-economic groups, and supports our regionalisation strategy, which mirrors Government's Levelling Up initiative, in helping to create jobs and develop skills, reducing regional inequality.

All of these initiatives will help to increase the overall diversity and inclusion within the team we deploy on this programme. Our proposed commitments

Commitment	Measurement
We'll monitor, measure and report on D&I. We will collect and track information on the disability characteristics, gender and ethnicity of our staff delivering work on this contract. We will aim to achieve 40% women/marginalised genders, and 15% Black, Asian or minority ethnic backgrounds for this contract.	Audit and report on diversity targets every six months
We'll assign one of our Academy graduates and/or apprentices to join the contract workforce. This initiative actively recruits people from underrepresented communities.	Number of Academy graduates and/or apprentices on delivery team
Our IAAP (international Association of Accessibility Professionals) Certified consultants will deliver two accessibility and inclusion workshops to upskill teams (Made Tech, Answer Digital and NHSE) on how to deliver inclusive solutions through the delivery of the contract.	Number of workshops delivered and attendees.
We will share resources, learning materials and run show and tells to support equality and diversity training of the contract workforce. This will cover areas such as mental health awareness, disability equality, overcoming unconscious bias and the importance of treating all people with respect, compassion and dignity.	Resources shared

Schedule 2: Call-Off Contract charges

		Bidder to complete				NHS England Formulas		
Ref No.	Requirement	Resource Type/Job Title	No. of Days Allocated	SFIA Day Rate	Travel and Subsistence	Sub-Total	VAT	Total Cost
1								
1								
1								
1	Total for Work package 1 : Technical	[redacted]						
2								
2								
2								
2	Total for Work package 2:							
3								
3								
3								
3	Total for Work package 3: Change							
4								
4								
4								
4	Total for Work package 4:							
	Grand Total		1760	N/A	£0.00	£1,416,228.00	£1,699,473.60	£1,699,473.60

Schedule 3: Collaboration Agreement

Not used.

Schedule 4: Alternative Clauses

Not used

Schedule 5: Guarantee

Not used.

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Platform).
Audit	An audit carried out under the incorporated Framework Agreement clauses.
Background IPRs	For each Party, IPRs: ● owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes ● created by the Party independently of this Call-Off Contract, or For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.
Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.

Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	Data, Personal Data and any information, which may include (but isn't limited to) any: ● information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above ● other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the UK GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to

	the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
Data Subject	Takes the meaning given in the UK GDPR
Default	Default is any: ● breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) ● other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') .
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-todate version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-fortax

Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	A force Majeure event means anything affecting either Party's performance of their obligations arising from any: ● acts, events or omissions beyond the reasonable control of the affected Party ● riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare ● acts of government, local government or Regulatory Bodies ● fire, flood or disaster and any failure or shortage of power or fuel ● industrial dispute affecting a third party for which a substitute third party isn't reasonably available The following do not constitute a Force Majeure event: ● any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain ● any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure ● the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into ● any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557.13 together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown

Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
UK GDPR	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.

Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency event	Can be: ● a voluntary arrangement ● a winding-up petition ● the appointment of a receiver or administrator ● an unresolved statutory demand ● a Schedule A1 moratorium ● a Dun & Bradstreet rating of 10 or less
Intellectual Property Rights or IPR	Intellectual Property Rights are: ● copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information ● applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction ● all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	For the purposes of the IR35 rules an intermediary can be: ● the supplier's own limited company ● a service or a personal service company ● a partnership It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).
IPR claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.

IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or Buyer's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and '**Losses**' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement Schedule 6.
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.

New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the UK GDPR.
Personal Data Breach	Takes the meaning given in the UK GDPR.
Platform	The government marketplace where Services are available for Buyers to buy.
Processing	Takes the meaning given in the UK GDPR.
Processor	Takes the meaning given in the UK GDPR.

Prohibited act	To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to: ● induce that person to perform improperly a relevant function or activity ● reward that person for improper performance of a relevant function or activity ● commit any offence: ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's highperformance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.

Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the GCloud Services, including backup data.
Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Clause 2 (Services) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Platform.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.

Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controlsche ck-if-you-need-approval-to-spend-money-on-a-service
Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the GCloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier Terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).

Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7: GDPR

Not Used.