

# DPS Schedule 6 (Order Form Template and Order Schedules)

## Order Form

ORDER REFERENCE: [REDACTED]

THE BUYER: National Institute for Health and Care Excellence

BUYER ADDRESS Level 1A, City Tower, Piccadilly Plaza,  
**Manchester, M14BT**

THE SUPPLIER: Thinks Insight & Strategy

SUPPLIER ADDRESS: C M Monitor (Thinks Insight & Strategy, formerly  
BritainThinks), Morval, Looe, PL13 1PN

REGISTRATION NUMBER: 07291125

DUNS NUMBER: 21-677-9966

DPS SUPPLIER REGISTRATION SERVICE ID: **216779966**

This Order Form is for the provision of the Deliverables and dated 13<sup>th</sup> September 2023.

## ORDER INCORPORATED TERMS

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

1. This Order Form including the Order Special Terms and Order Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation)
3. DPS Special Terms N/A
4. The following Schedules in equal order of precedence:
  - 
  - Joint Schedules
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - [Joint Schedule 6 (Key Subcontractors) NOT USED
    - [Joint Schedule 7 (Financial Difficulties) NOT USED
    - [Joint Schedule 8 (Guarantee) NOT USED
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 12 (Supply Chain Visibility) NOT USED
  - Order Schedules for
    - Order Schedule 1 (Transparency Reports)
    - Order Schedule 2 (Staff Transfer)
    - Order Schedule 3 (Continuous Improvement)
    - [Order Schedule 5 (Pricing Details)]
    - [Order Schedule 7 (Key Supplier Staff)]
    - [Order Schedule 8 (Business Continuity and Disaster Recovery) NOT USED]
    - [Order Schedule 9 (Security)v NOT USED]
    - [Order Schedule 10 (Exit Management) NOT USED]
    - [Order Schedule 12 (Clustering) NOT USED]
    - [Order Schedule 14 (Service Levels) NOT USED]
    - [Order Schedule 15 (Order Contract Management)]
    - [Order Schedule 16 (Benchmarking) ]
    - [Order Schedule 17 (MOD Terms) NOT USED]
    - [Order Schedule 18 (Background Checks) NOT USED ]
    - [Order Schedule 19 (Scottish Law) NOT USED]
    - [Order Schedule 20 (Order Specification)]
    - [Order Schedule 21 (Northern Ireland Law) NOT USED]
    - [Order Schedule 23 (HMRC Terms) NOT USED]
5. CCS Core Terms (DPS version) v1.0.3
6. Joint Schedule 5 (Corporate Social Responsibility)

## 7. [Order Schedule 4 (Order Tender) NOT USED

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

### ORDER SPECIAL TERMS

None

ORDER START DATE: 13 September 2023

ORDER EXPIRY DATE: **26 February 2024**

### DELIVERABLES

- 1.1.1 The Contractor will support the recruitment for, design, set-up, facilitation of the NICE Listens public dialogue on prioritisation and topic selection. NICE staff will work with the Contractor to design and develop the public dialogue. The terms ‘public dialogue’ and ‘dialogue’ are used interchangeably here and act as general terms to cover the activities that will form the NICE Listens project, including the meetings with the public and any other activities in between. The term “meeting” is used to describe the sessions with the public, rather than describing a specific methodology. This public dialogue will be supported by Sciencewise and as such the methodology will be in accordance with the [Sciencewise Guiding Principles](#) and [Quality Framework](#). It should include deliberative and dialogic elements and enable interaction between participants and specialists, and sufficient time for participants to receive, discuss, reflect and deliberate on information provided, and share and learn from each other’s views.
- 1.1.2 The contractor will recruit and support an appropriate sample of the public to participate in the dialogue. It is expected that participants will have the opportunity to hear from and cross-examine expert speakers, review relevant case studies and vignettes, engage in discussion and deliberation in both plenary and small group sessions to explore others’ points of view, and consider trade-offs carefully.

- 1.1.3 The contractor will facilitate the dialogue. To limit any possibility of NICE influencing the direction of the discussions or conclusions reached, NICE staff will not be involved in any facilitation of the dialogue itself.
- 1.1.4 It is important to note that NICE does not expect the group to necessarily reach a consensus. Rather, it wishes to understand the reasons and values behind any divergent conclusions that may be reached.
- 1.1.5 The contractor will feedback on the group's conclusions via a written report or an alternative format (agreed in advance). The findings will inform various aspects of NICE's work. The contractor may be asked to help present the results at relevant meetings.

## **2 Duties of the contractor**

### **Recruitment**

- 2.1 The contractor shall recruit a sample of 56 people to take part in the public dialogue. The group should be from the general public and be broadly reflective of the adult population of England (those aged 18+). Please note that Scotland, Wales and Northern Ireland are not part of the scope of this topic.
- 2.2 Age range, sex and gender, socio-economic status, disability status, sexual orientation, geographical location, and ethnicity should all be considered when recruiting. Other criteria, such as health experiences and behaviours, should be discussed with the Oversight Group and agreed with NICE.
- 2.3 Good practice recruitment methods for high quality deliberative engagement shall be employed to ensure that such a sample can be recruited.
- 2.4 The relevant information to recruit an appropriate sample for the NICE Listens public dialogue shall be collected, stored, and processed by the contractor. It will be their duty to ensure this is done according to the Data

Protection Act 2018 including the UK General Data Protection Regulations (GDPR). The contractor will be required to produce a Data Protection Impact Assessment after they are appointed, which will be reviewed by NICE.

## **Before the dialogue**

2.5 The successful contractor shall work closely with the project management and oversight group to design the dialogue including:

2.5.1 Attending an inception meeting on the 13 September and thereafter regular (expected weekly) preparatory / progress video conference meetings with NICE staff, Sciencewise and the evaluator. Taking action notes and circulating these to the group after the meeting

2.5.2 Working within a digital workspace, preferably Project in MS Teams, where NICE, Sciencewise, and the evaluator can communicate with the contractor and review documents. This is to align with NICE's organisation-wide ambition to reduce our digital waste from emails and attachments, which will reduce our carbon footprint. Correspondence with the oversight group will likely take place via email and is the responsibility of NICE, who will provide secretariat services to the oversight group.

2.5.3 Gaining a detailed understanding of NICE's role and remit and the topic and questions being discussed through discussion with NICE staff, and relevant external experts and stakeholders.

2.5.4 Working with the oversight group to support the process of scoping and refining the questions to be discussed during the dialogue.

2.5.5 Working with NICE and the oversight group to design stimulating and discursive process plans and supporting materials/resources to enable learning and deliberation. The dialogue shall be designed to ensure specialist inputs and deliberative activities

take place in a logical sequence, and support participant discussion to get beyond top of mind views and explore trade offs.

2.5.6 Undertaking stakeholder engagement with at least 10 stakeholders to help inform the dialogue process and materials and potentially provide specialist speaker input to the dialogue. Where possible, the oversight group will provide advice on known potential speakers, but we welcome thoughts from the contractor. The stakeholder engagement element has 2 aims:

2.5.6.1 To establish an understanding amongst participants of NICE and the current pressures facing the health and care system: It is important that participants understand the role of NICE (including the principles of evidence-based medicine) and the environment in which it operates. This can be achieved by engaging with NICE staff, academics, and our primary users (health and social care workers and commissioners) to inform the dialogue content and learning resources

2.5.6.2 To provide context for the domains of the prioritisation framework: Participants will need to understand the arguments for prioritising one aspect over another. This can be achieved by targeted stakeholder engagement with specific groups (or organisations representing them) that might relate to domains under discussion. For example, those with conditions which have a high burden of disease, those most disadvantaged by health inequalities, and those with conditions that are complex or expensive to manage. The purpose of engaging specific groups is to provide context to the framework being developed; it is not to ask participants to choose between different groups or conditions.

2.5.7 Briefing speakers and reviewing any presentation materials prepared by expert speakers to ensure that they are understandable, engaging and appropriate to their original brief,

that content is not duplicated between speakers and that the presentations complement and fit with one another

- 2.5.8 Producing suitable briefing documents for participants, ensuring all relevant materials required before the meeting are sent in good time and in a format that is accessible to each individual e.g. printed, electronic, audio, braille
- 2.5.9 Designing and preparing materials for all plenary and small group activities for the dialogue, including for example case studies and vignettes, ensuring these promote inclusivity, and elicit deliberation and outputs that are relevant to the topic and questions for the dialogue
- 2.5.10 Ensuring all content (written, audio and video materials) produced meet the accessibility standards and requirements expected of public sector bodies such as NICE. This includes, but is not limited to:
  - 2.5.10.1 ensuring content meets level AA of the Web Content Accessibility Guidelines (WCAG 2.1)
  - 2.5.10.2 ensuring content works on the most commonly used assistive technologies including screen magnifiers, screen readers and speech recognition tools
  - 2.5.10.3 identifying, raising and helping to mitigate any potential problems or risks associated with the dialogue in advance.

**2.6 For a dialogue taking a hybrid approach (online and face-to-face):**

- 2.6.1 To determine the online platform(s) that will be used and to ensure that participants can access and use the platform prior to the dialogue commencing.
- 2.6.2 To understand and support any specific accessibility requirements of all participants in advance of the dialogue. This may include

supporting the provision of access to the internet to ensure participants are not excluded from the process due to issues of data poverty.

- 2.6.3 To support any special or access requirements, such as providing training and support to those with limited IT knowledge, troubleshooting and resolving any ongoing technological issues before the meeting or ensuring the platform has captioning functionality.
- 2.6.4 To understand and support any specific accessibility requirements of all participants in advance of the dialogue.
- 2.6.5 To source and coordinate the booking and set-up of a suitable, accessible venue in locations discussed with the Oversight Group and agreed with NICE.
- 2.6.6 To co-ordinate all travel (and accommodation, if required) to and from the venue for all participants, including speakers as required before, during and after the meeting.
- 2.6.7 To co-ordinate daily refreshments for the participants including management of dietary preferences and allergies.
- 2.6.8 Generally, to provide support to participants, letting NICE know immediately of any issues that might affect the success of the meeting.

## **During the dialogue**

- 2.7 Facilitate the dialogue, particularly ensuring that:
  - 2.7.1 ground rules are set and adhered to regarding expected etiquette and behaviour of participants and speakers
  - 2.7.2 the meetings with the public run to time



- 2.7.3 all participants have an equal opportunity to contribute to the discussion
  - 2.7.4 sufficient staff of appropriate levels of experience are provided to facilitate the plenary sessions and small group discussions
  - 2.7.5 discussions and presentations remain focused on the topic and meet the aims and objectives of the project
  - 2.7.6 the dialogue is monitored and recorded sufficiently to ensure all discussions and findings can be captured in the output, including monitoring if and how participants' views change during the dialogue using suitable means e.g. tracking questionnaires
  - 2.7.7 oversight group members are appropriately supported to observe the meetings with the public
  - 2.7.8 any difficulties experienced by participants are dealt with as promptly and effectively as possible including those regarding accommodation, travel or refreshments (for face-to-face meeting) or technological issues (for online meetings).
- 2.8 Generally, provide support to all attending, letting NICE know immediately of any issues that might affect the success of the dialogue.

## **After the dialogue**

- 2.9 Attend a de-brief meeting with NICE, Sciencewise, and the evaluator within a few days after each meeting with the public (via video conference). This would take the place of the weekly catch up but it will be extended to approximately 1-2 hours in duration. After each meeting with the public, the contractor should prepare a 1-page summary of the findings to be presented at each de-brief meeting. This should briefly summarise the collated feedback from the facilitators and any outline common or emerging themes (that may be subject to more formal analysis later).

## DPS Schedule 6 (Order Form Template and Order Schedules)

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- 2.10 Provide payment to each participant for their participation in the dialogue at the following rates:

Time	Rate
Day (4 hours or longer)	£ [REDACTED]
Half day (less than 4 hours)	£ [REDACTED]

- 2.11 These payments are aligned with the current NICE payment recommendations for lay members involved in our work. The expectation is that these rates of payment will be used. If you plan to use different rates please make this clear in your bid with full justification for doing so.
- 2.12 Reimburse participants for any expenses incurred within the terms of NICE's [reimbursement policy](#) within one month of the dialogue.
- 2.13 Lead on the analysis and write up of findings from the dialogue to deliver the NICE Listens final output, including:
- 2.13.1 collecting and analysing all the data collected during the project, including but not limited to any audio or video recordings of the meetings, and participant feedback data
  - 2.13.2 producing 1-page summaries of findings immediately after each meeting with the public to be presented at de-brief meetings with NICE, Sciencewise, and the evaluator (see paragraph 2.9). These summaries will not be published
  - 2.13.3 producing an engaging visual report that documents the participants' journey, and is comprehensive and robust while remaining succinct and accessible. It should be accompanied by a methodological annex, which will be published on the NICE website
  - 2.13.4 producing a final report in Word which presents the full findings and illustrates the analysis process for NICE to quality assure. This will describes the analysis and conclusions in more detail than the main output described in 2.13.3. This report will be published on the NICE

and Sciencewise websites for transparency, but it will not be considered the primary output for dissemination

- 2.13.5 creating a short film (<3 minutes) bringing the dialogue and findings to life, with professional filming at the final workshop by our in-house videographer, supplemented with interview footage with NICE and other stakeholders as appropriate. This should depict what a public dialogue looks like, with a focus on specific features and findings of this project
  - 2.13.6 producing an animated presentation of the dialogue process and key findings, offering an alternative format for wider dissemination, particularly for members of the public.
  - 2.13.7 for each output, with the exception of the 1-page summaries, sending 2 rounds of drafts for NICE feedback and refining the outputs based on that feedback. It is expected that the oversight group will review the second draft of the outputs, before they are finalised. NICE may define a process for providing feedback, if so, this should be followed. All published outputs should follow NICE style guidance and will need to be signed off by a NICE editor before publication. This “editorial check” is in addition to the 2 rounds of drafts for NICE feedback
  - 2.13.8 finalising and producing the completed outputs, ensuring they, and any associated documents e.g. annexes, meet the required accessibility standards (as specified in section 5.6.10) to ensure it can be published on the NICE website
- 2.14 Send the final outputs (described in sections 2.13.3 - 2.13.6) to NICE by w/c 12 February 2024.
- 2.15 Update participants and contributors (including stakeholders and expert speakers) on the progress of the outputs and send copies to them once sign-off and approval has been given.

## DPS Schedule 6 (Order Form Template and Order Schedules)

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- 2.16 Support NICE with any reasonable requests for information to produce additional outputs and/or communication materials.
- 2.17 Attend a 2 hour washup session with NICE, Sciencewise, and the evaluator after the final report has been published and two weeks after circulation of the draft evaluation report. The purpose of the wash-up meeting is to provide mutual feedback and reflect on and learn from the project as a whole.
- 2.18 An independent formative and summative evaluation of the dialogue project will be commissioned at the same time. Contractors will be expected to work with and facilitate access to participants for evaluative purposes

### MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£131,180** Estimated Charges in the first 12 months of the Contract.

### ORDER CHARGES

**The total contract value shall be £131,180 exl. VAT**

The payment schedule for invoices shall be:

Amount of funding		Financial year	Date(s) for submission of invoice(s)
Net	£ [REDACTED]		
VAT	£ [REDACTED]		
<b>TOTAL</b>	<b>£ [REDACTED]</b>	23/24	[REDACTED]
Net	£ [REDACTED]		
VAT	£ [REDACTED]		
<b>TOTAL</b>	<b>£ [REDACTED]</b>	23/24	[REDACTED]
<b>GRAND TOTAL</b>	<b>£131,180</b>		
<b>VAT</b>	<b>£26,236</b>		

**REIMBURSABLE EXPENSES**

None

**PAYMENT METHOD**

BACS

**BUYER'S INVOICE ADDRESS:**

The Supplier shall invoice NICE for payment of the Service above.

The costs are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by NICE following delivery of a valid VAT invoice.

The NICE shall pay the Supplier within 30 days of receipt of an undisputed invoice

Invoice must be sent to:



Or

The Contractor can register with [REDACTED] to send invoices electronically and have access to [REDACTED] updates of the progress of invoices.

**BUYER'S AUTHORISED REPRESENTATIVE**



**Director of Science, Evidence & Analytics, NICE**



Level 1A, City Tower

Piccadilly Plaza

Manchester

M1 4BT

**BUYER'S ENVIRONMENTAL POLICY**

**N/A**

**BUYER'S SECURITY POLICY**

RM6126 - Research & Insights DPS

Project Version: v1.0

Model Version: v1.3

**N/A**

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

**Associate Partner**

[REDACTED]

**Thinks Insight & Strategy, West Wing, Somerset House, London WC2R 1LA**

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

**Director of Operations**

[REDACTED]

**Thinks Insight & Strategy, West Wing, Somerset House, London WC2R 1LA**

PROGRESS REPORT FREQUENCY

**The deliverables will be monitored by NICE in each of the regular meeting throughout to contract term**

PROGRESS MEETING FREQUENCY

**Weekly**

KEY STAFF

[REDACTED]

**Associate Director**

[REDACTED]

**Thinks Insight & Strategy, West Wing, Somerset House, London WC2R 1LA**

KEY SUBCONTRACTOR(S)

**None**

E-AUCTIONS

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable]

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable



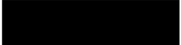
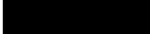




SOCIAL VALUE COMMITMENT

RM6126 - Research & Insights DPS

Project Version: v1.0

Model Version: v1.3

Not applicable

<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the Buyer (Contract Manager):</b>	
Signature:		Signature:	
Name:		Name:	
Role:	Associate Partner	Role:	Senior Public Engagement Analyst
Date:	02.10.23	Date:	03 Oct 2023
<b>For and on behalf of the Buyer (budget holder):</b>		<b>For and on behalf of the Buyer (Procurement):</b>	
Signature:		Signature:	
Name:		Name:	
Role:	Director	Role:	Procurement Manager
Date:	03 Oct 2023	Date:	03 Oct 2023

[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]

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[REDACTED]

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[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] [REDACTED]

### Audit history log

Date

Action

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Date	Action
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
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