

## Order Form

### Framework agreement reference:

<b>Date of order</b>	6 August 2021	<b>Order Number</b>	[REDACTED]
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#### FROM

<b>Customer</b>	<b>National Institute for Health and Care Excellence</b>	<b>"Customer"</b>
<b>Customer's Address</b>	Level 1A, City Tower, Piccadilly Plaza, Manchester M1 4BT, United Kingdom	
<b>Invoice Address</b>	See 5.2	
<b>Contact Ref:</b>	<b>Name:</b> [REDACTED] <b>Address:</b> Level 1A, City Tower, Piccadilly Plaza, Manchester M1 4BT <b>Phone:</b> [REDACTED] <b>e-mail:</b> [REDACTED]	

#### TO

<b>Supplier</b>	<b>Deloitte LLP</b>	<b>"Supplier"</b>
<b>Supplier's Address</b>	1 New Street Square, London EC4A 3HQ	
<b>Account Manager</b>	<b>Name:</b> [REDACTED] <b>Address:</b> 1 New Street Square, London EC4A 3HQ <b>Phone:</b> [REDACTED] <b>e-mail:</b> [REDACTED]	

#### GUARANTEE

<b>Guarantee to be provided</b>	No
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Where a guarantee is to be provided then this Contract is conditional upon the provision of a Guarantee to the Customer from the Guarantor in respect of the Supplier. Details of the Guarantor (if any) are set out below:

<b>[Parent Company]</b>	<b>"Guarantor"</b>
<b>Parent Company address</b>	
<b>Account Manager</b>	<b>Name:</b> <b>Address:</b> <b>Phone:</b> <b>e-mail:</b> <b>Fax:</b>

<b>1. TERM</b>
<b>(1.1) Commencement Date</b>  9 August 2021
<b>(1.2) Expiry Date</b>  The Contract shall expire on 9 October 2021 which is 2 months after the Commencement Date

<b>2. GOODS AND SERVICES REQUIREMENTS</b>	
<b>(2.1) Goods and/or Services</b>	
Goods – N/A	
Services - Business consultancy support related to provide a report with recommendations on NICE's future of work model.	
Minimum Order Value	<div style="background-color: black; width: 100px; height: 20px;"></div> <b>TOTAL £34,639.20 Plus VAT</b>
<b>Optional Services</b>	
Collection recycling	and <input type="checkbox"/>
Paper catalogue	<input type="checkbox"/>
Secure Collection	<input type="checkbox"/>
<p><b>[Guidance: Include a description of the core Services which are applicable to the Customer together with any specific Service requirements.]</b></p>	
<b>(2.2) Premises</b>	
<p>The Parties Supplier acknowledges the risk posed by the spread of Covid-19 ("Coronavirus") and the associated impact this might have on the delivery of the Services. The Supplier Parties will comply with any restrictions or conditions imposed by their respective organisations on working practices as the threat of Coronavirus continues. Whilst the Parties Supplier will seek to continue to comply with their our respective obligations in accordance with the timeframes and approach set out in this Contract our proposal, it is accepted that the Parties we may be required to adopt alternative working practices and put in place safeguards during this period, including but not limited to working remotely, restrictions on travel to and from particular locations and the quarantining of individuals. These working practices and safeguards may impact or prevent the delivery of various activities, for example, workshops or other face to face meetings.</p>	
<b>(2.3) Lease/ Licenses</b>	
N/A	
<p><b>[Guidance: Insert details of or reference to any lease or licence being granted by the Participating Authority to the Supplier to enable it to provide the Services]</b></p>	
<b>(2.4) Standards</b>	
N/A	
<b>(2.5) Security Requirements</b>	
<b>Additional Security Requirements</b>	
None	

<p><b>Processing personal data under or in connection with this contract</b></p> <p>None.</p> <p>Each party shall comply with its respective obligations with regard to Personal Data and the Data Protection Legislation. The Authority will not send any Personal Data to the Supplier without its consent. To the extent that the Supplier is required to process any Personal Data as part of the Services the Parties will agree a Data Protection Protocol in writing before the Commencement Date.</p>
<p><b>(2.6) Exit Plan (where required)</b></p> <p>N/A</p>
<p><b>(2.7) Environmental Plan</b></p> <p>N/A</p>

<p><b>3. SUPPLIER SOLUTION</b></p>
<p><b>(3.1) Supplier Solution</b></p> <p>[REDACTED]</p>
<p><b>(3.2) Account structure including Key Personnel</b></p> <p>[REDACTED] Lead Partner</p> <p>[REDACTED] – Health SME</p> <p>[REDACTED] Engagement Manager</p> <p>[REDACTED] – Delivery Lead</p>
<p><b>(3.3) Sub-contractors to be involved in the provision of the Services and/or Goods</b></p> <p>Deloitte are using a system called Remesh to facilitate a large scale staff fact finding session. Deloitte contract the system directly from Remesh.</p>

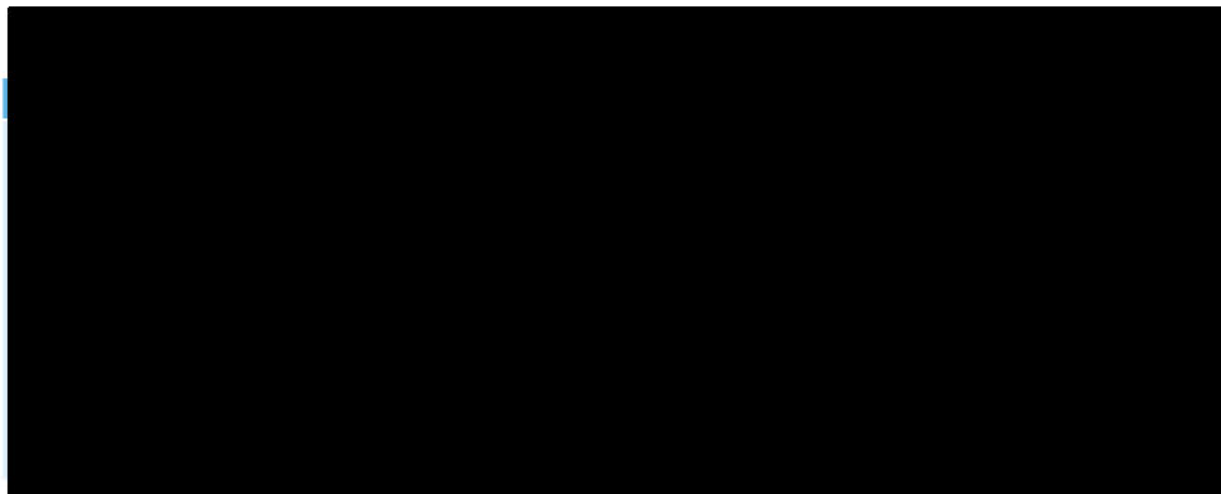
Data Protection Impact Assessment Screening Questions		
<b>Completed by – Title(s):</b>		
<b>Purpose of Data Processing:</b>	To engage with employees as part of the wider project to redefine our future of work. The data will be processed in order to understand how employees feel about their needs / wants / preferences, using the platform to analyse the data. Once data analysis is complete, the platform data will be purged from the platform, the processing of such data shall be subject to Annex 1 of this Order form.	
<b>System Description:</b>	Agile research platform which allows clients to have a live conversation with staff at scale, using AI to analyse and organise responses in real-time.	
<b>Asset / System Name:</b>	Remesh	
<b>Supplier of / System Asset:</b>	Deloitte (third party - Remesh)	
<b>Findings of Due Diligence (ICO):</b>	<b>Supplier to Complete:</b> ICO number: Z7267009 ICO Exp Date: 07 November 2021 Outstanding notifications: Y/N ICO action taken (If required): N/A Supplier to provide: ISO Cert: Do you want to see the Deloitte ISO? If so, we can provide it	
<b>Executive Sponsor – Title:</b>	[REDACTED] Director of Finance, Strategy and Transformation	
<b>Project Manager – Title:</b>	[REDACTED], Senior OD, Learning and Talent Manager	
<b>Information Asset Owner – Title:</b>	[REDACTED], HR and Recruitment Manager (IAO for HR and OD)	
<b>Information Asset Administrator – Title:</b>	[REDACTED], Deputy DPO, NICE	
<b>Contract to be reviewed:</b>	Not applicable	Date to be reviewed:
<b>System/ Process Implementation Date:</b>	Comms going live 16/08/21, System being used 24/08/21	
<b>(3.4) Outline Security Management Plan</b>  The Supplier will maintain a Security Management Plan in respect of the Services, which it will provide to the Customer upon request.		



**(3.5) Relevant Convictions**

A Relevant Conviction is a Conviction that is relevant to the nature of the Services to be provided.

None.

**(3.6) Implementation Plan****4. PERFORMANCE QUALITY****(4.1) Key Performance Indicators**

Key Performance Indicators are aligned to the achievement of milestones in the programme plan, and the successful delivery of a final report.

**(4.2) Service Levels and Service Credits**

When providing the Goods and/or Services, the Supplier shall as a minimum ensure that it achieves the following service levels:

N/A

Service Level	Description	Service Credit Calculation	Critical Failure	Service

If the level of performance of the Supplier during the Contract Period:

- (i) fails to achieve a Service Level in respect of each element of the Service, then the Customer shall be entitled to deduct the Service Credits from the Contract Price; and/or
- (ii) constitutes a Critical Service Failure, the Customer shall be entitled to terminate this Contract.

*[Guidance: It is intended that the definition of critical service failure should link to a specified threshold of service level performance. The intention is to provide certainty over what level of service would trigger a termination right. If you wish to include such a concept then the definition above should be populated with relevant thresholds.]*

## 5. PRICE AND PAYMENT

**(5.1) Contract Price payable by the Customer in accordance with the commercial schedule set out in the framework agreement (including applicable discount but excluding VAT), payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS))**

The estimated fixed fee for the Services is £34,639.20. This includes the Remesh session. The estimated fees exclude out of pocket expenses and VAT. The Supplier will invoice in arrears on a monthly basis.

### **(5.2) Invoicing and Payment**

The Supplier shall issue invoices monthly in arrears. The Customer shall pay the Supplier within thirty (30) days of receipt of a Valid Invoice, submitted in accordance with this paragraph 5.2, the payment profile set out in paragraph 5.1 above and the provisions of the Contract.

*[Guidance: Also include any specific arrangements relating to method of payment.]*

**Payment is to be monthly in arrears. The invoice must make reference to the Order Number**

**Electronic invoices:**

To submit and monitor invoice progress, the supplier must register an account with NHS Shared Business Services using the link:

[Redacted link]

Or

**Paper invoices:**

[Redacted paper invoice details]

**All invoices must include:**

- An invoice number;
- The contract number;
- The billing address: [Redacted address];
- A claim for Value Added Tax (VAT) (if applicable) at the prevailing rate as



applicable, the invoice must give the requisite details of the taxable supply.

Invoices sent to NICE shall be accurate and correct in all respects. NICE reserves the right to return incorrect or inaccurate invoices to the supplier for rectification and reissuance.

NICE reserves the unconditional right to withhold payment of the invoice until the services are successfully concluded to the satisfaction of NICE, and NICE receives a copy of any relevant work created as a result of the services in a form acceptable to NICE.

Expenses must be incurred within the appropriate levels agreed in advance with the NICE contract manager and within the limits of the NICE Travel Policy which shall be issued to the supplier by NICE if appropriate.

## 6. SUPPLEMENTAL AND/OR ADDITIONAL CLAUSES

### (6.1) Supplemental requirements

The Parties agree that the assumptions listed below are incorporated herein by reference.



The Supplier considers any information relating to Supplier's: personal information (CVs, contact details of its employees or contractors etc.); pricing (except the total Contract Price) including but not limited to details of Supplier's cost base; insurance arrangements, confidential and/or proprietary information; and/or approach or methodologies to be commercially sensitive/confidential and exempt from disclosure under the Freedom of Information Act 2000 ("FOIA"). Authority agrees it may notify the Supplier if it receives a request to disclose such information, prior to making any disclosure, so that Supplier can consult with the Authority about the applicability of the FOIA exemptions. In addition, the Parties note that the Government's Transparency Agenda may require the publication of all tender documents and Government contracts. In accordance with guidance issued by GPS in this regard, and the Code of Practice for FOIA, the Authority will consult with the Supplier about the redaction (as envisaged in the GPS guidance and Code of Practice) of certain parts of the Contract, including those areas identified above, for these Services.

The Authority will provide Supplier with copies of any NHS Values and Policies and applicable eProcurement Guidance in writing prior to the Commencement Date.

The right of the Authority to use any deliverables, materials or any other output supplied to the Authority in any format as part of the Services is limited to the Authority's internal use for the purpose described in the Contract only and the Supplier cannot be held responsible for any consequences of it being modified, adapted and/or enhanced or shared with third parties without the Supplier's express written consent.

The Authority and the Supplier will at all times act in good faith and reasonably in connection with their rights and obligations in connection with the Contract.

Any rights of the Authority to audit the Supplier shall be subject to the Supplier's internal policies and professional obligations (including but not limited to confidentiality obligations owed to

employees, subcontractors, clients or third parties) and may not unreasonably interfere with Supplier's business activities.

Supplier's performance of the Services, any timescales, the Contract Price and any estimates depend on the accuracy and completeness of any Assumptions set out in the Contract and Authority performing its obligations under the Contract. Any change to the Contract Price will be agreed between the Parties following the change control process set out in the Agreement.

The Authority and Supplier acknowledge and accept the risk posed by the spread of Covid-19 and the associated impact this might have on the delivery of the Services. Authority and Supplier Personnel will comply with any restrictions or conditions imposed by their respective organisations on working practices as the threat of Covid-19 continues. The Authority and Supplier accept that they may be required to adopt alternative working practices and put in place safeguards during this period, including working remotely, restrictions on travel to and from particular locations and the quarantining of individuals. The Services will be conducted on a remote basis for the duration of the period where COVID-19 restrictions apply.

Where needed to assist Supplier in performing the Services, Authority will (i) take decisions and obtain management approvals promptly; (ii) give Supplier full and prompt access to your people and premises and those of Authority's affiliates and Authority's other advisors associated with the Services, together with all necessary administrative support; (iii) obtain any approvals, licences and security clearances promptly (including any relating to third parties, Supplier Personnel and any subcontractors); and (iv) keep Supplier promptly informed of any proposals or developments in Authority's business relevant to the Services.

In line with good industry practice, Supplier's work in connection with the Services will be performed for Authority's sole benefit. Save as otherwise expressly agreed, no person other than you may rely on the deliverables and/or information derived from them and Supplier accepts no responsibility to any other person to whom the deliverables are shown or into whose hands they may come.



**BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES** to enter a legally binding contract with the Customer to provide the Goods and/or Services. The Parties hereby acknowledge and agree that they have read the NHS SBS Framework Agreement for Consult 18: Multidisciplinary Consultancy Services that came into effect from 6 August 2018 and by signing below agree to be bound by the terms of this Contract.

**For and on behalf of the Supplier:**

Name	[REDACTED]
Title	Partner
Signature	[REDACTED]
Date	28/09/2021

**For and on behalf of the Customer:**

	NICE Budget Holder
Name	[REDACTED]
Title	Director of Finance, Strategy & Transformation
Signature	[REDACTED]
Date	22 Oct 2021

	NICE Contract Manager
Name	[REDACTED]
Title	Senior OD, Learning and Talent Manager
Signature	[REDACTED]
Date	[REDACTED]

	NICE Procurement
Name	[REDACTED]
Title	Procurement Manager
Signature	[REDACTED]
Date	[REDACTED]





**Issuer** National Institute for Health and Care Excellence

**Document generated** Fri, 15th Oct 2021 7:40:07 UTC

**Document fingerprint** [REDACTED]

### Parties involved with this document

Document processed	Party + Fingerprint
Mon, 18th Oct 2021 14:26:32 UTC	[REDACTED] Signer [REDACTED]
Fri, 22nd Oct 2021 15:57:06 UTC	[REDACTED] - Signer ([REDACTED])
Tue, 26th Oct 2021 8:52:36 UTC	[REDACTED] - Signer [REDACTED]
Sun, 31st Oct 2021 21:24:51 UTC	[REDACTED] - Signer [REDACTED]

### Audit history log

Date	Action
Sun, 31st Oct 2021 21:24:51 UTC	The envelope has been signed by all parties. [REDACTED]
Sun, 31st Oct 2021 21:24:51 UTC	[REDACTED] signed the envelope. [REDACTED]
Sun, 31st Oct 2021 21:24:44 UTC	[REDACTED] opened the document email. ([REDACTED])
Sun, 31st Oct 2021 21:21:43 UTC	[REDACTED] viewed the envelope [REDACTED]
Sun, 31st Oct 2021 21:21:25 UTC	[REDACTED] opened the document email. [REDACTED]
Sun, 31st Oct 2021 20:04:59 UTC	[REDACTED] opened the document email. [REDACTED]
Fri, 29th Oct 2021 13:04:03 UTC	Document emailed to [REDACTED]
Fri, 29th Oct 2021 13:04:03 UTC	Sent [REDACTED] a reminder to sign the document. [REDACTED]
Tue, 26th Oct 2021 8:52:36 UTC	Document emailed to [REDACTED]
Tue, 26th Oct 2021 8:52:36 UTC	Sent the envelope to [REDACTED] for signing. [REDACTED]
Tue, 26th Oct 2021 8:52:36 UTC	[REDACTED] signed the envelope. [REDACTED]
Tue, 26th Oct 2021 8:52:11 UTC	[REDACTED] viewed the envelope. ([REDACTED])
Mon, 25th Oct 2021 16:10:51 UTC	[REDACTED] opened the document email. [REDACTED]
Fri, 22nd Oct 2021 15:57:07 UTC	Document emailed to [REDACTED]
Fri, 22nd Oct 2021 15:57:06 UTC	Sent the envelope to [REDACTED] for signing. [REDACTED]
Fri, 22nd Oct 2021 15:57:06 UTC	[REDACTED] signed the envelope. [REDACTED]



viewed the envelope.

Document emailed to [REDACTED]

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Fri, 15th Oct 2021 7:40:19 UTC

Fri, 15th Oct 2021 7:40:07 UTC

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[REDACTED] signed the envelope. [REDACTED]

[REDACTED] viewed the envelope [REDACTED])

[REDACTED] viewed the envelope [REDACTED]

Document emailed to [REDACTED]

Sent the envelope to [REDACTED] for signing.

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