



for health and social care

# **The NHS Digital Mapping Data Agreement Frequently Asked Questions**

## **Contents**

**BACKGROUND**

**BEST VALUE**

**SIGN-UP PROCESS**

**MEMBERSHIP ISSUES**

**LICENCING ISSUES**

**SHARED SERVICES AND CONTRACTING SERVICES**

**PRODUCTS**

## **BACKGROUND**

### **Introduction:**

In November 2005, The NHS Information Centre and Ordnance Survey launched the beginning of a ground breaking agreement to support the NHS in having direct access to geographic information. The Pilot agreement provided the NHS with a sector wide agreement for the first time, in line with other public sector organisations and academic institutions.

The Pilot agreement was due to expire on 31st March 2007, and was extended until 30th April 2008 to enable a new four-year framework agreement to be procured. The new NHS Digital Mapping Data agreement has been put in place through an EU-wide competitive tendering process, with the new contract being awarded to Dotted Eyes, a well established digital mapping solution provider based in the UK.

### **Why is the agreement not centrally funded?**

The new agreement is not centrally funded as it was not possible to find a source for central funding. Consequently each Member will need to make a contribution based on the products they choose from a range of digital mapping data products included in a fixed priced schedule available over the 4 year period.

### **Do I need to obtain additional quotes as per my Standing Orders?**

NO. The new NHS Digital Mapping Data framework agreement has been procured through an EU-wide competitive tendering process. This enables Members to choose from a range of digital mapping data products and providers without the need to go through normal single tender or multiple tender routes significantly reducing the administrative burden of acquiring mapping data for continued usage.

The NHS IC has worked hard to provide the 'Best Value' deal for the NHS based on what was available in the market place. Additional quotes from the wider market place will not be comparable or offer 'Best Value' as they will not be based on the preferential NHS terms which have been negotiated.

### **Why has The NHS Information Centre not renewed the Pilot agreement?**

A challenge was lodged with the EU against the Pilot agreement and the fact that it had been procured on a single tender basis directly with Ordnance Survey. The NHS IC was therefore required to undertake an EU-wide competitive tendering process on its own contractual terms to establish a replacement NHS Digital Mapping Data agreement.

## **BEST VALUE**

### **Why should I use the new framework agreement? (Summary of Benefits)**

The NHS IC believes the new NHS Digital Mapping Data agreement offers 'Best Value' to the NHS as it contains a number of provisions which enhance standard supplier arrangements as follows:

1. single procurement process undertaken by the NHS IC acting as agent on behalf of the NHS;
2. fixed prices for four years;
3. enhanced transition and support services;
4. supplier penalties for any service failures;
5. added value to standard digital mapping data products including:
  - a. data installers to set up all the required files for use within a GIS;
  - b. greater choice of data formats available;
  - c. metadata and user guides supplied with products;
  - d. enhanced colour schemes improving usability;
6. preferential NHS contractual terms including:
  - e. emergency data sharing of many products, which provides for contractor licences to be completed within 30 days following an emergency;
  - f. specific rights to archive the data files of many products after the contract;
  - g. potentially improved joint working with organisations in other national mapping agreements;
7. greater choice of products not limited to a single data provider, which potentially offers the NHS greater cost savings for equivalent products on common contractual terms.

### **Why should I use the new framework agreement (Explanation of Benefits)?**

The NHS IC believes the new NHS Digital Mapping Data agreement offers 'Best Value' to the NHS as it contains a number of provisions which enhance standard supplier arrangements as follows:

1. The re-procurement has been through an open EU-wide competitive tendering process the result of which is that Dotted Eyes were the most economically advantageous and therefore you should not require further quotes. An aim of the single procurement process was to free the NHS from the financial and administrative burdens of obtaining the data individually by running a similar process to OGC Catalist. The new NHS Digital Mapping Data agreement is non-committal for the wider NHS and therefore you are free to procure elsewhere if you have a sound business case for doing so;
2. The costs for the new agreement are fixed for 4 years and any standard costs from third party data providers may well increase over and above RPI going forward (e.g. Royal Mail is reviewing its pricing structure for 2009 and costs could increase dramatically for data providers). These fixed costs are not available from the wider market place on their standard contractual terms. These fixed costs are also an improvement on the Pilot agreement which was not procured on a fixed price basis and aids cost management in the current environment of ever decreasing NHS budgets;
3. Enhanced transition and support services have been procured to ensure Dotted Eyes supports the NHS going forward providing Members with a high level of service and

support as set out in Schedule 3 of the Contract. These are not available from the wider market place on their standard contractual terms and were specified for this agreement with the aim of providing evidence to support the business case for central funding of the next NHS Digital Mapping Data agreement;

4. Supplier financial penalties, based on Key Performance Indicators, have been introduced to ensure a high level of service and data supply is maintained by Dotted Eyes. These penalties when triggered will involve a rebate back to Members. These are not available from the wider market place on their standard contractual terms and are newly specified post Pilot agreement which only monitored performance without financial penalties for the supplier;
5. Extra value added features which Dotted Eyes have added to the data which include:
  - data installers to set up all the required files for use within a GIS providing ease of use to non-technical information analysts and quick start up times upon receipt of the data products;
  - choice of GIS friendly data formats available therefore not requiring additional data translators to be purchased by NHS Members;
  - metadata and user guides supplied with products;
  - enhanced colour schemes improving usability on raster products (e.g. subtle pastel colours are used, so any overlay layers can be seen more readily and consistent colours are used across all raster products to avoid any sudden jumps in colours and cartographic styles as the Viewing Scale changes);
  - These are not all readily available from the wider market place on their standard contractual terms and offer new options post Pilot agreement;
6. The NHS IC has achieved preferential NHS contractual terms, which include:
  - emergency data sharing of many products, which provides for contractor licences to be completed within 30 days following an emergency. This enables NHS organisations to concentrate on dealing with an emergency first and completing the paperwork after the event;
  - specific rights to archive the data files of many products after the contract enabling NHS organisations to revisit the specific data used within a project if required for whatever reason;
  - potential joint working with organisations in other national mapping agreements. The Pan-Government and Local Authority mapping procurements are continuing with the aim of having new agreements in place during 2009 with similar contractual terms to the NHS which will benefit joint working;
7. Dotted Eyes is offering a greater choice of products not limited to a single data provider, which potentially offers the NHS greater cost savings for equivalent products on common contractual terms. For example there are raster products from NAVTEQ which offer considerable cost savings if a Member determines they meet their business requirement.

## **SIGN-UP PROCESS**

### **How do I sign up to the new framework agreement? (Summary)**

A flow chart of the Data Request process is available on the Dotted Eyes website. In summary the following 3 steps need to be taken:

1. Complete the Member's agreement and return to the NHS IC;
2. Sign two copies of the Standard Licence agreement and return to Dotted Eyes with a completed DELO form;
3. Submit a data request through the Dotted Eyes website.

### **How do I sign up to the new framework agreement? (Detailed)**

To become a Member of the new NHS Digital Mapping Data agreement and place a data request, an organisation has to firstly complete the Members Agreement and return it to the NHS IC, secondly complete the Standard Licence agreement and return two original signed copies to Dotted Eyes and finally place a data request on the Dotted Eyes NHS microsite, using the username and password which will be sent to you once the Standard Licence agreement has been received by Dotted Eyes.

#### *Completion of Members Agreement*

Please complete the Deed of Adherence (pages 11 and 12) of the Members Agreement by completing the following:

- DO date the document in both spaces for dating on page 11;
- On page 11 replace [Insert details of New Member] with the legal name of your organisation and address of principal place of business;
- On page 12 replace [Insert name of New Member] with the legal name of your organisation;
- On page 12 affix your organisations seal and sign as per the constitution (Standard Orders) of your organisation and it's scheme of delegation (i.e. it is normally the CEO and Finance Director who will need to sign, though some organisations will only require one signature - please check with your Finance / Procurement Team);
- Fax a copy back to Nick Armitage on 0113 25 47165 (or e-mail a scanned copy to [pop.geog@ic.nhs.uk](mailto:pop.geog@ic.nhs.uk)) so the NHS IC can inform Dotted Eyes;
- Please then arrange for the original completed document to be sent to Nick Armitage at the NHS IC by special delivery to Nick Armitage, The NHS Information Centre for Health and Social Care, 1 Trevelyan Square, Boar Lane, Leeds LS1 6AE;
- To reiterate, please check with your Finance / Procurement team on the exact nature of your organisation's Standing Orders and the whereabouts of your seal;
- All NHS CEOs have received a notification from the NHS Information Centre informing them about the new agreement and the process that is required for sign-up;
- Finally - as this agreement has been through a full open tender process you do not need to go through the usual process of getting multiple quotes - we have already demonstrated that 'best value' has been achieved based on the market, and you can avoid this additional work.

#### *Completion of Standard Licence agreement*

- Please complete page 2 by adding the name of your organisation in the space for the Licensee;
- Complete page 21 of the Standard Licence (and pages 32 and 33 for the PAF forms, if you intend to take any addressing products - NOT Post Code products);
- Complete page 35 by adding a contact e-mail address for the Dotted Eyes Liaison Officer (DELO) within your organisation;

- Return two original signed copies to Dotted Eyes as soon as possible by post to Andrew Brittan, Dotted Eyes, Hanbury Court, Harris Business Park, Stoke Prior, Bromsgrove B60 4JJ;
- Complete the DELO nomination form and return to Dotted Eyes by e-mail to: <nhs@dottedeyes.com> , or fax: 01527 556939, or in the post;
- You may also confirm to Dotted Eyes by e-mail to: <nhs@dottedeyes.com> that you have sent the two original signed Standard Licence agreement documents by post.

#### *Submission of Data Request*

- Upon receipt of your username and password from Dotted Eyes, log in to the NHS microsite and visit the Data Request page to place your data request. Dotted Eyes will not supply a user name and password for the NHS microsite until a Member has completed a Members Agreement and Dotted Eyes has received that Member's completed Standard Licence agreement.

For confirmation, the 15 working day timeframe for delivery of all Data Requests will only start once the NHS IC has confirmed to Dotted Eyes that a Member has completed a Members Agreement and Dotted Eyes has received a completed Standard Licence agreement.

## **MEMBERSHIP ISSUES**

### **Do I have an obligation to commit to the new NHS Digital Mapping Data agreement?**

NO, only the English Ambulance Trusts have committed to the new NHS Digital Mapping Data agreement. The wider NHS is free to choose whether they become Members of the framework agreement or source their digital mapping data from outside the agreement. However the NHS IC believes the new NHS Digital Mapping Data agreement offers 'Best Value' to the NHS and encourages all NHS organisations to become Members.

### **If we sign up to this agreement, how long are we tied in for?**

Signing up to become a Member of the agreement does not commit you to taking any data, however you will be a Member for the life of the agreement.

### **If we find this doesn't meet our needs and wish to terminate our membership, what period of notice is required?**

You sign a Standard Licence agreement with Dotted Eyes for the digital mapping data products you require for a 12 month period. This is generally paid for within the first month of receipt of data. There is no commitment for you to renew your Standard Licence agreement for a digital mapping data product at the end of the 12 months if you wish to cease using that product.

Your membership of the agreement will continue even if you do not take any digital mapping data products.

### **If we become a Member to this agreement but do not take any data – do I have a copyright licence (including being able to use the Ordnance Survey data I received during the Pilot)?**

No, you only get a licence to use Dotted Eyes supplied Ordnance Survey data when you sign up to the Standard Licence agreement for the products you require. This also enables you to continue using the Ordnance Survey supplied data if you so wish.

You will have to agree separate terms with Ordnance Survey if you are not signing up to the Standard Licence, but wish to continue using Ordnance Survey supplied data.

### **Can I pay for several years up front?**

Yes you can, but your licence will only be valid for one year. It will be automatically renewed upon expiry until your prepayment runs out.

### **If at some time in the future, there is a need to purchase data from Dotted Eyes as a member of the NHS Digital Mapping Data Agreement, can this be done at any time during the agreement or does this have to be done now i.e. at the start of the contract?**

An NHS organisation can become a Member of the new NHS Digital Mapping Data Agreement at any time during the 4 years of the agreement.

An NHS organisation can purchase data from within the agreement at any time during the 4 years as long as they are a Member. Data does not have to be purchased as soon as an organisation becomes a Member. The data will be licensed for 12 months from the date of purchase.

### **My Purchasing Team need to place the Data Requests. How can they do this?**

When you receive your website login, visit the Members page of the NHS microsite and use the form to request a username and password for your Purchasing Team. They can use this login to access the website's Data Request page where they can place your order.

### **How is a PCT included within this agreement when we are not nominated - other than as 'potential members' toward the end of the documents?**

The 11 English Ambulance Trusts are classified as Initial Members as the NHS IC was acting as their agent to procure and set up the new framework agreement. All 11 Initial Members had to complete the Member's agreement with the NHS IC before the NHS IC could sign and award the new agreement to Dotted Eyes.

Clause 5 of the Member's agreement states that any NHS organisation (potential Member) can become a Member if they complete the Deed of Adherence as set out in Schedule 2 on pages 11 and 12 of the Member's agreement. Upon completion of the Deed of Adherence, the Member acknowledges that they accept the NHS IC has acted as agent on their behalf to set up the framework agreement and the Member is bound by the liabilities within the agreement. Please note these liabilities have been negotiated with the NHS in mind and are therefore preferential to what can be achieved if an NHS organisation goes directly to an alternative data supplier within the current market.

### **What are the costs?**

Costs are outlined in Schedule 4 of the Contract, however Dotted Eyes will provide a precise quote for all products and area coverage(s) that you require through their online quoting and ordering system for standard health geographies. Pricing information can be found at the back of the Portfolio PDF, available from the Products section of the NHS microsite.

Members can take data for whichever coverage area meets their needs, be it specific small areas, PCT areas, PCT areas plus a buffer zone, SHA or GO regions or national (GB) coverage. A few products are only provided at national or regional level coverage, so costs are not reduced for smaller areas (e.g. the small scale raster data).

### **What sort of a discount are NHS organisations getting?**

It is difficult to say exactly what sort of discount the prices represent, as it is not as simple as just the data being available as per standard terms but cheaper. The contract has been awarded after a rigorous tendering process, and has not been awarded on a cost only basis, but also on providing a high level of support services, value added product specifications and on preferential NHS contractual terms and conditions that are favourable across the entire NHS.

The NHS IC have put considerable time, effort and money into this agreement on behalf of the wider NHS and feel that it does offer 'Best Value' for the NHS, as well as taking in to account the obligations the NHS have in terms of tendering and gaining approval for suppliers. The NHS IC have acted as agent on behalf of the wider NHS to undertake the tendering process, there is therefore no need to obtain three quotes for the data, as the NHS IC has done this for you.

### **Presumably all PCTs will want a different combination of products, how will this be administered?**

The agreement has been set up as a framework whereby members can call off individual products based on their own requirements. Members are able to call off as many or as few of the products as they require.

All organisations will have different requirements, but all members will have to sign a 'Members Agreement' with The NHS Information Centre and also a 'Standard Licence Agreement' with Dotted Eyes, which will then (as has been the case with the Pilot) allow them to take data. Once you have membership you can go directly to Dotted Eyes and order the data from them. Dotted Eyes will despatch the data ASAP and invoice your organisation directly.

**When can OSLOs / other interested NHS organisations contact Dotted Eyes?**

If after either looking at the information provided on the Dotted Eyes NHS micro-site or the documentation, you have any queries, please email us or call the NHS team on 01527 556920.

Once an NHS organisation has become a Member they can come directly to Dotted Eyes to obtain a quote based on their specific needs and order the data. .

Dotted Eyes will despatch the data within 15 working days, although typically as soon as possible and invoice your organisation directly.

**Will I still be an OSLO?**

NO, all contacts for Members for the new NHS Digital Mapping Data agreement will be called DELOs (Dotted Eyes Liaison Officers).

## LICENCING ISSUES

**I understand many products are licensed for 5 users. Does that refer to 5 named users or just 5 users accessing at the same time?**

The licence refers to the number of machines capable of using the digital map data. So, if you have 5 machines with MapInfo installed and all machines can access the data using MapInfo at the same time you would need 5 user licences, even if only 1 user did actually access the data at any one time.

**If I am licensed for 5 users, is it possible to disseminate workspaces to more than 5 employees?**

As long as the raw digital map data can't be accessed and/or manipulated, or be used to derive (generate) anything else from it, then you can disseminate this information to any number of internal business users. We recommend using the PDF format to do this. It is possible to send this information to someone using ProViewer (or an equivalent product) without the end user needing a licence as they are only able to view the data.

**Can digital map data be stored on a network?**

Yes, but the data must only be accessed by the number of machines you are licensed for.

**Does the clickwrap licence agreement monitor what machines the data is installed on?**

No. The purpose of the clickwrap licence is to draw the attention of the user to the fact that licensing terms and conditions apply. It is the responsibility of the user to ensure adherence of the terms.

**I know I can share data in an emergency and sort out the licensing later, but what do you class as an 'emergency'?**

'Emergency' means any incident where it is necessary for a Member to respond immediately at the time and scene of an incident to treat or otherwise deal with the consequences of any actual injury or damage to any person, animal or property, or to prevent further immediate injury or damage at the scene. This means that data can be shared with an 'Emergency Service' where an 'Emergency Service' means any person body or entity involved in immediately responding to an 'Emergency'.

An 'emergency' can therefore be anything from a major incident, such as Buncfield, down to running out of beds. If an NHS organisation needs to share data with another organisation to deal with an 'emergency' then it can do so within the terms of this agreement.

**What can we do with maps and data derived from our old Pilot agreement data ?**

If the maps you have already produced from the digital data are static – that is a fixed image - (e.g. PDF document, part of a report, bitmap image etc) it is not necessary to re-do the map with a new licence number. The important thing to remember is that it continues to display the licence number / copyright statement from when it was produced under the Pilot, regardless of whether you take the same data (or indeed any data) going forward.

Where the data is in the form of an interactive map (or a newly created map image) following the 1<sup>st</sup> May 2008, you MUST have a current and valid licence to use either the original or equivalent data. The licence number / copyright statement will also need to be changed to reflect the new arrangements you have entered into.

If the maps are on the internet and are interactive, or if you hold derived data such as addressing information linked to your own operational data (e.g. within a database or spreadsheet) and you have taken alternative products to those you used to produce them under the Pilot (i.e. it is not an equivalent dataset), then you will need to recreate this work

using the new products. You will also need to ensure that the correct copyright statement / licence number is used.

If you DO NOT take any equivalent mapping products, then you will need to take down your interactive maps and remove any of the derived data held in your databases / spreadsheets.

**Will Ordnance Survey be contacting my organisation regarding the use of the digital map data supplied under the Pilot agreement?**

Yes. Under Ordnance Survey delegated responsibility for managing Crown Copyright, there are a number of business processes that Ordnance Survey have to adhere to once an agreement/existing licensing arrangement ends. This includes:

- notifying all affected customers (i.e. reminding all those that have taken data from Ordnance Survey of the data products that were supplied);
- understanding whether they wish to continue their licence or not - (either with Dotted Eyes as part of the new NHS Digital Mapping Data agreement or Ordnance Survey or A.N.Other supplier) - and getting confirmations of data return/destruction/move to a new licensing arrangement for the continued use of all OS and OS-derived data;
- amending/closing existing contracts.

Ordnance Survey has agreed with the NHS IC and Dotted Eyes an aim to make the transition to the new agreement as streamlined as possible. The intention is, wherever possible, to integrate communications to avoid confusion.

Further information will be issued shortly regarding the migration procedures to follow in respect of Ordnance Survey supplied data

**What information should be entered within pages 32 & 33 (PAF forms) of the standard licence agreement under section 7? Does it alter our costs?**

These figures do not alter the amount you have currently paid for the data. The figures are used to ensure that we return the correct royalties to Ordnance Survey and Royal Mail.

1. A System licence covers an unlimited number of users where PAF is stored on a **single server or storage device to which 2 or more users are directly or indirectly connected**. Royal Mail confirmed that for the whole of Great Britain, a system licence can be selected where an end-user organisation has 35 users or more (up to 31st August 2008, or 46 users or more after 1st September 2008);

2. A Multi-System licence is required only where PAF is stored on more than **two** servers. In such cases - this licence is available as an alternative to holding 3 or more System Licences;

An NHS organisation should have either both a number of users and a number of systems, or has a multi system licence.

Note: If the product you are taking includes multi-residency occupation (i.e. AddressView Plus) Royal Mail always require the number of users to be declared.

## **SHARED SERVICES AND CONTRACTING SERVICES**

### **What happens with organisations that use a Shared Services team, i.e. 5 PCTs, one central resource?**

As has been the case under the Pilot, even though the Shared Service is actually undertaking the work with the data (and indeed may have been elected to receive the discs direct from the supplier), they are only able to do so because each of the individual organisations have signed up to the licence and declared the Shared Service to be made the contact point.

Going forward, these same arrangements will persist, so that the individual PCTs, Trusts etc. are licensed for their area (or region, or nationally if that is what they require) and arrange for the data to be sent either directly to the Shared Service, or via a contact point within their organisation.

Though this may sound like an additional administrative and financial burden, it is a necessity of Geographical licensing. Each of the organisations on behalf of which the work is being undertaken must be fully licensed for the work. It is NOT SUFFICIENT FOR THE SHARED SERVICE TO TAKE A SINGLE REGIONAL COVERAGE and assume that this will license it to carry out the work on behalf of its partner organisations, because it won't.

Since the communications regarding costs / arrangements going forward have been sent to the person nominated to be the OSLO for the Pilot, and this has often been the contact point in the Shared Service where these arrangements exist, it may now be necessary for you to pass these on to your contacts within your PCTs who will in turn need to consider the cost implications for their organisation.

### **Can I act as a bureau service for other organisations if I am happy to do the analysis on their behalf, and to provide map images? I am presuming that I can still do this without them separately licensing the data I use on their behalf?**

NO you cannot. All NHS organisations wanting to make use of digital mapping data either directly or indirectly will have to have an appropriate licence either through the new NHS agreement or via an alternative source.

In order to be able to accept the mapping, if any organisation wants any mapping work done for their own ends they need to be licensed in their own right for the data required to do that mapping, even if someone else is doing the mapping on their behalf.

### **Can my NHS organisation nominate someone else at another organisation (possibly within a shared service) to act as contact point and receive the data?**

Yes, as under the Pilot, an organisation could nominate someone else at another organisation (possibly within a shared service) to act as contact point and receive the data and this can continue under the new NHS agreement. However, the organisation benefiting from the service will have to sign the Member's agreement, the Standard Licence agreement, pay the invoice and nominate a contact point within the shared service using the Contractor licence. The Contractor licence binds the contracted party to the same NHS Terms as your organisation and needs to be arranged between yourself and the shared service organisation, and will form an annex to the main contract (as it does currently).

## PRODUCTS

**Are the postcodes in the Table of Obsolete Postcodes datestamped?**

No.

**What about Office for National Statistics (ONS) products?**

The NHS Postcode Directory that is available free from the NACS website:  
<http://nww.connectingforhealth.nhs.uk/nacs/downloads/officenatstats#grid2>

The Gridall file is for the whole country, other files in the list are regional only.

ONS also produce some digital boundaries, some of which are available for free, others which require you to be licensed for the geographical product upon which they are based, more information from here: <http://www.statistics.gov.uk/geography/boundaries.asp>