

**MEMORANDUM OF UNDERSTANDING**  
**MADE BETWEEN**  
**HEALTH EDUCATION ENGLAND**  
**AND**  
**THE NATIONAL INSTITUTE FOR HEALTH AND CARE EXCELLENCE**

## 1. **PARTIES**

1.1 The Parties to this Memorandum of Understanding (“MOU”) are:

- (A) HEALTH EDUCATION ENGLAND (HEE), Blenheim House, Duncombe Street, Leeds, LS1 4PL (“the Authority”)
- (B) THE NATIONAL INSTITUTE FOR HEALTH AND CARE EXCELLENCE (NICE), Level 1A, City Tower, Piccadilly Plaza, Manchester, M1 4BT (“the Service Provider”)

together “the Parties”

## 2. **BACKGROUND TO THE MOU**

Health Education England (HEE) and the National Institute for Health and Care Excellence (NICE) have an effective and long-standing partnership relationship based on the two bodies’ mutual interest and interdependence in ensuring that the health and care workforce has ready access to trusted evidence resources.

This Memorandum of Understanding (MoU) defines respective roles and responsibilities in relation to specific, business-critical elements of the resource delivery infrastructure, namely:

- The HEE-funded digital knowledge resources licenced for access by the whole workforce
- The Framework for the purchase of online and print knowledge resources which may be used by all health and care organisations in the UK
- The authentication and identity management system which enables secure access to NHS-funded subscription content by licenced staff and learners

This document describes the understanding between HEE and NICE on their current and intended business relationship, defining the services to be delivered by NICE that are directly funded by HEE, the roles and obligations of each Party and agreed reporting during the MOU period.

## 3. **PURPOSE OF THE MOU**

3.1 The purpose of the MOU is to document mutual expectations in sufficient detail to enable a clear understanding of obligations, services and financial arrangements between HEE and NICE, from April 01<sup>st</sup> 2022 to March 31<sup>st</sup> 2025.

The principal objectives of the MOU shared by HEE and NICE are:

- To document the services funded by each organisation within the resource access ecosystem, including the services funded by HEE and provided by NICE;

- To document the provision of services that can be measured and monitored and reported back regularly to HEE through Key Performance Indicators (KPIs);
- To reflect the Information Reporting for levels of service not funded by HEE;
- To clarify the obligations on all Parties to the MOU;
- To outline the process for resolving any disputes between the Parties.

3.2 The purpose of the MOU shall also include:

3.2.1 The respective rights, obligations and responsibilities of both Parties, in respect of the Services, as well as to clearly state requirements and responsibilities of both Parties, delivery dates and payment schedule.

3.2.2 The Parties shall work together in good faith throughout the Term of the MOU and shall use reasonable endeavours to achieve the stated objectives.

3.2.3 The principles governing the working relationship between the Parties include the Schedules which may be updated from time to time by agreement in writing between the Parties.

3.3 This MOU is not intended to be legally binding and no legal obligations or legal rights shall arise between the Parties from the provisions of the MOU. The Parties enter into the MOU intending to honour all their obligations and responsibilities set out within it.

#### **4. COMMENCEMENT AND PERIOD OF OPERATION**

4.1 This MOU shall take effect on 01<sup>st</sup> April 2022 and run for a period of 36 (thirty-six) months and expire on 31<sup>st</sup> March 2025 (“the Term”).

4.2 This MOU may be extended by the written agreement of both Parties signed by their duly authorised representatives to a mutually agreed date.

#### **5. WHAT THE AUTHORITY AND SERVICE PROVIDER WILL DO**

5.1 Schedule 3 of this MOU details what the Authority and Service Provider will do.

#### **6. PRICING OF THE SERVICE**

6.1 The pricing for the provision of the service is contained in Schedule

#### **5. 7. REVIEW OF THE SERVICE**

7.1 The Parties will meet on a quarterly basis under the leadership of HEE to review the operation of the service.

- 7.2 There are likely to be changes to requirements during the life of this MoU. Both Parties agree to review service provision and costs for year 3 and in the event of any additional changes to requirements at any time during the course of the MoU.

## **8. CONTACT POINTS**

- 8.1 Both Parties agree to nominate a representative to liaise with the other Party and be the primary point of contact in all matters concerning the operation of the MOU. The names and contact details of the representatives are given in Schedule 2.

## **9. VARIATION**

- 9.1 This MOU, including the Schedules, may be varied by written agreement between the Parties.

## **10. TERMINATION**

- 10.1 This MOU shall terminate on 31<sup>st</sup> March 2025 unless extended or terminated by mutual written agreement. Any early termination is subject to a notice period of not less than 6 months.
- 10.2 Upon the expiry of this MOU or upon its earlier termination for any reason, all licences granted by this MOU shall terminate and each Party shall return to the other all information and property of the other Party then in its possession or under its control.

## **11. DISPUTE RESOLUTION**

- 11.1 If the Parties are unable to agree a matter arising under the terms and clauses of this MOU, such dispute shall be referred to a more senior representative within their organisations to meet solely in order to resolve the matter in dispute. Such meeting(s) shall be minuted and shall be chaired by the Authority (but the chairperson shall not have a casting vote). Such meeting(s) shall be conducted in such manner and at such venue (including a meeting conducted over the telephone) as to promote a consensual resolution of the dispute in question at the discretion of the chairperson.
- 11.2 If the meeting(s) referred to in 11.1, does not resolve the matter in question then the Parties will settle it by escalation to the Secretary of State for Health or their appointed representative.

## **12. CONFIDENTIALITY AND FREEDOM OF INFORMATION**

- 12.1 There is an obligation under common law to treat personal information held by the Parties as private and confidential because it has been disclosed for a strictly limited purpose.

12.2 Each Party agrees to treat as confidential, and to continue in perpetuity to treat as confidential upon termination of this MOU, information relating to the other Party's technology, technical processes, business affairs, finances, employees or officers or confidential information relating to other individuals obtained in the course of delivering the MOU.

12.3 Where a Party receives a request for information associated with this MOU or the Services (the "Receiving Party"), it shall as soon as reasonably possible, inform the other Party (the "Non-Receiving Party").

12.4 The Non-Receiving Party acknowledges that the Receiving Party is subject to the requirements of the Freedom of Information Act 2000 ("FOIA"). The Non-Receiving Party must assist and co-operate with the Receiving Party to enable it to comply with its disclosure obligations under the FOIA. The Non-Receiving Party agrees:

12.4.1 That this MOU and any other recorded information held by the Non-Receiving Party on the Receiving Party's behalf for the purposes of this MOU are subject to the obligations and commitments of the Receiving Party under FOIA;

12.4.2 That the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under FOIA is a decision solely for the Receiving Party (if this is to whom the request is addressed);

12.4.3 That where the Non-Receiving Party receives a request for information under FOIA, it will liaise with the Receiving Party as to the contents of any response before a response to a request is issued and will promptly (and in any event within ten (10) working days of receipt of request) provide a copy of the request and any draft response to the Receiving Party;

12.4.4 That the Receiving Party, acting in accordance with the codes of practice issued, may disclose information concerning the Non-Receiving Party and this MOU either without consulting with the Non-Receiving Party, or following consultation with the Non-Receiving Party and having taken its views into account; and

12.4.5 To assist the Receiving Party in responding to a request for information, by processing information or environmental information (as the same are defined in FOIA) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of FOIA, and providing copies of all information requested by the Receiving Party within five (5) working days of that request and without charge.

### **13. PUBLICITY**

13.1 The Parties shall consult with each other before deciding whether to give any publicity to the matters covered by this MOU.

13.2 The Authority shall decide whether to publicise matters for which it has primary responsibility under the MOU. The Service Provider shall decide whether to publicise matters for which it has primary responsibility under the MOU.

#### **14. DATA PROTECTION**

14.1 The Parties warrant that they shall comply with their obligations under Schedule 3 of this MOU and shall duly observe all their obligations under the Data Protection Act 2018 and General Data Protection Regulation, and any legislation and/or regulations implementing them or made in pursuance of them and any associated legislation that arises in connection with the MOU ("Data Protection Requirements").

#### **15. INTELLECTUAL PROPERTY RIGHTS**

15.1 For the avoidance of doubt, both Parties acknowledge that there shall be no change as a result of the MOU in the ownership of any intellectual property rights in any material or items existing, and owned by either Party, as at the date of this MOU, nor does this MOU assign any intellectual property rights which are created or developed by or on behalf of either Party outside the scope of this MOU or where such assignment is not expressly provided for in this MOU.

15.2 The Parties may, for the Term of this MOU, use each other's logos and graphic devices for the purposes of delivering and promoting the Services specified in the MOU provided such use is in line with the owner's guidelines and other conditions of use issued from time to time. Any other use of the logo or other intellectual property rights will require express permission in writing from the owner.

15.3 Nothing in this MOU shall operate so as to transfer any rights in intellectual property of the other Party save as expressly set out within this MOU. Any other use of the logo or other intellectual property rights will require express permission in writing from the owner.

#### **16. NO PARTNERSHIP OR AGENCY**

16.1 Nothing in this MOU shall be construed as creating a partnership.

16.2 No Party shall be deemed to be an agent of any other party and no party shall hold itself out as having authority or power to bind any other party in any way.

16.3 Neither Party shall have any liability to the other Party for any redundancy costs arising either from delivery of the Services or by the termination of the MOU, whether by the passage of time or any earlier termination.

16.4 TUPE legislation will apply if the Authority transfers the undertakings either in house or to another third party.

## 17. LAW AND JURISDICTION

17.1 This MOU shall be governed by English law and, subject to the operation of the Dispute Resolution process set out above, the English courts shall not have jurisdiction over the operation of this MOU.

**Signed for and on behalf of Health Education England**

.....  
[Redacted]  
.....  
**Name** [Redacted]  
**Position** [Redacted]  
**Date** 15 Mar 2022

**Signed for and on behalf of The National Institute for Health and Care Excellence**

[Redacted]  
.....  
[Redacted]  
.....  
**Name** [Redacted]  
**Position** [Redacted]  
**Date** 23 Mar 2022  
.....

## **SCHEDULE 1      SECURITY AND DATA PROTECTION**

1. The Authority is the Data Controller responsible for all personal information it collects for the purposes of the MOU. The Service Provider will act as Data Processor for the Authority under the terms of this MOU.
2. The Service Provider is the Data Controller responsible for all personal information it collects for the purposes of the MOU. The Service Provider will act as Data Processor for the Authority under the terms of this MOU.
3. The Data Processors will act only on instructions from the respective Data Controllers and will ensure they have mechanisms in place to address the issues of physical security, security awareness and training, security management systems development, site-specific information systems security policy and systems specific security policies.
4. The Data Processors will comply with the obligations imposed on them and on the Data Controllers by the General Data Protection Regulation including taking appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
5. Any request from an individual or a third party for access to personal data, or any complaint about the way in which personal data has been processed, will be referred to the respective Data Controller.
6. Any information extracted for statistical, planning, or research purposes can only be used if the identity of the individuals to whom it relates is completely anonymous.
7. Data Processors shall take reasonable steps to ensure the reliability of their Staff who will have access to Personal Data, ensure that their Staff are aware of and trained in the policies and procedures identified in this MOU and provide evidence of the same to the Data Controller if requested.



**SCHEDULE 2****CONTACT POINTS**

For the Authority (HEE)

Executive Lead:

<b>Name</b>	
<b>Office Address</b>	Stewart House, 32 Russell Square, London, WC1B 5DN
<b>Telephone number</b>	020 7125 1443
<b>E mail address</b>	

Relationship Manager:

<b>Name</b>	
<b>Office Address</b>	Southern House, Otterbourne, Winchester, SO21 2RU
<b>Telephone number</b>	07879262629
<b>E mail address</b>	

For the Service Provider (NICE)

Executive Lead:

<b>Name</b>	
<b>Office Address</b>	2nd Floor, 2 Redman Place, London, E20 1JQ
<b>Telephone number</b>	0207 045 2031
<b>E mail address</b>	

Relationship Manager:

<b>Name</b>	
<b>Office Address</b>	Level 1A, City Tower, Piccadilly Plaza, Manchester, M1 4BD
<b>Telephone number</b>	0161 219 3775
<b>E mail address</b>	

In the event that the above-named individuals are replaced, their successor will assume responsibility under this MoU.

## **SCHEDULE 3 - Obligations of the Parties**

### **Definitions**

The definitions used in this section are as follows:

Authorised Officer	the person to whom authority has been delegated
Contracting Authority	a public body which acquires supplies and/or services intended for contracting entities, or awards public contracts or concludes framework agreements for works, supplies or services intended for contracting entities
Purchasing Body	a contracting authority which provides centralised purchasing activities and may also provide ancillary purchasing activities

Service provision	Obligations of NICE	Obligations of HEE
<p><b>HEE-funded, nationally licenced knowledge resources</b></p> <p>Schedule 4 provides a list of the national resources procured until 31<sup>st</sup> March 2024, indicating those where NICE hold the contract on behalf of HEE (section A) and those where HEE holds the contract (section B).</p> <p>Resources are made available through the NHS Knowledge and Library Hub provided by HEE and via supplier interfaces.</p>	For resources in Schedule 4, section A:	For resources in Schedule 4, section A:
	<p>Acts as Central Purchasing Body and Contracting Authority on behalf of HEE for contracts as identified in Schedule 4.</p>	<p>Commissions NICE to act as Central Purchasing Body and Contracting Authority.</p> <p>For resources in Schedule 4, section B:</p>
	<p>Leads and manages procurement activities, including:</p> <ul style="list-style-type: none"> <li>• stimulating the market,</li> <li>• producing procurement plans and documentation,</li> <li>• Value for Money Assessment,</li> <li>• managing and delivering the procurement process end to end, and</li> <li>• involving expert users nominated by HEE as required.</li> </ul>	<p>Acts as Purchasing Authority, ensuring payment is made to suppliers in-line with all contractual obligations.</p> <p>Commissions NICE to act as Authorised Officer.</p> <p>For <b>all</b> resources in Schedule 4:</p>
	<p>Leads on contract management activities, including:</p> <ul style="list-style-type: none"> <li>• contract negotiations,</li> <li>• supplier relationship management,</li> <li>• contract review meetings coordination and administration, including: <ul style="list-style-type: none"> <li>○ quarterly and annual business review meetings with content suppliers, and</li> <li>○ annual meetings with Framework providers</li> </ul> </li> <li>• financial management,</li> <li>• usage and contract reporting.</li> </ul>	<p>Funds the resources.</p> <p>Pays a management fee to NICE as described in Schedule 5.</p> <p>Delivers the strategy, commissioning activities and final selection decisions for procurement.</p> <p>Supports procurement activity, including by:</p> <ul style="list-style-type: none"> <li>• contributing to the development of specifications and tender,</li> <li>• contributing to the evaluation of bids, and</li> </ul>

Service provision	Obligations of NICE	Obligations of HEE
	<p>Ensures payment is made to suppliers in line with contractual obligations.</p> <p>For resources in Schedule 4, section B:</p> <p>Acts as Authorised Officer:</p> <ul style="list-style-type: none"> <li>• Advises on and supports all procurement activity.</li> <li>• Leads on contract management activity as above.</li> </ul>	<ul style="list-style-type: none"> <li>• nominating expert users to work with NICE as required by NICE.</li> </ul> <p>Provides senior stakeholder and service user representation input at contract review meetings.</p> <p>Leads on management of service delivery and development. This includes responsibility for:</p> <ul style="list-style-type: none"> <li>• implementation and usage of resources in the NHS Knowledge and Library Hub;</li> <li>• functionality change requests for suppliers' platforms;</li> <li>• user training programmes;</li> <li>• promoting awareness of permitted and prohibited usage terms;</li> <li>• enquiry handling.</li> </ul>
<p><b>Framework for the supply of electronic and print content</b></p> <p>NICE Electronic &amp; Print Content Framework Agreement. (NICEFAHEE/2125)</p>	<p>Leads and manages all commissioning, procurement and implementation activities.</p> <p>Leads on contract management and supplier relationship management.</p> <p>Provides a web presence which includes:</p> <ul style="list-style-type: none"> <li>• purchasing guidance,</li> <li>• details of appointed Providers and the knowledge resources they supply,</li> </ul>	<p>Commissions NICE to procure and manage the Framework (on behalf of NHS bodies).</p> <p>Responsible for:</p> <ul style="list-style-type: none"> <li>• supporting the setup of, and contributing to, a procurement working group,</li> <li>• working with NICE to develop and agree the specification,</li> </ul>

Service provision	Obligations of NICE	Obligations of HEE
	<ul style="list-style-type: none"> <li>• purchasing models, and supply and licensing Terms &amp; Conditions documents to download.</li> </ul> <p>Supports promotion and evaluation of the Framework.</p>	<ul style="list-style-type: none"> <li>• promoting awareness and use of the Framework within their networks, and</li> <li>• supporting evaluation of the Framework</li> </ul>
<p><b>National authentication system</b></p> <p>National Access and Identity Management Service (AIMS) for eligible users to gain access to purchased digital knowledge resources at all levels.</p>	<p>Funds, contracts and service manages the national Access and Identity Management Service (AIMS) in England.</p> <p>Provides an administrator to support national management and the network of regional and local administrators.</p> <p>Provides enquiry handling for all AIMS enquiries.</p> <p>Provides and manages self-registration and account management web pages for users.</p>	<p>Funds and coordinates a network of regional and local administrators to support users of the national AIMS.</p> <p>Provides senior stakeholder and service user representation input to NICE contract review management process with AIMS supplier.</p> <p>Chairs a stakeholder group which identifies and prioritises potential AIMS developments. Potential developments are then managed by agreed contractual processes.</p> <p>Promotes awareness and use of the national AIMS as the key to accessing NHS-funded knowledge resources.</p>

Service provision	Obligations of NICE	Obligations of HEE
<b>Communications and engagement</b>	<p>NICE provides the following:</p> <ul style="list-style-type: none"> <li>• A Relationship Manager.</li> <li>• Co-production of communications as appropriate.</li> <li>• Stakeholder communications and engagement including: <ul style="list-style-type: none"> <li>○ Attendance at strategic and operational meetings;</li> <li>○ Email discussion list for regional AIMS administrators.</li> </ul> </li> <li>• Direct communication and engagement with content suppliers for all areas of contract management.</li> <li>• AIMS complaint handling.</li> <li>• Enquiry handling and management for: <ul style="list-style-type: none"> <li>○ the Framework Agreement, and</li> <li>○ the national AIMS.</li> </ul> </li> <li>• A web presence for: <ul style="list-style-type: none"> <li>• AIMS self-registration and account management</li> <li>• NICE Electronic &amp; Print Content Framework Agreement.</li> </ul> </li> </ul>	<p>HEE provides the following:</p> <ul style="list-style-type: none"> <li>• A Relationship Manager.</li> <li>• Co-production of communications as appropriate.</li> <li>• Dissemination of co-produced and NICE-produced communications to stakeholders including the Knowledge and Library Services (KLS) community.</li> <li>• Stakeholder communications and engagement including: <ul style="list-style-type: none"> <li>○ Convening and chairing a Knowledge for Healthcare Resource Discovery Reference group, including HEE, NICE and stakeholder representatives</li> <li>○ Convening and chairing an AIMS group including HEE, NICE and AIMS administrators.</li> </ul> </li> <li>• Direct communication and engagement with content suppliers for all areas of service management and development, e.g. functionality change requests for suppliers' platforms, training programmes, marketing and awareness plans.</li> </ul>

Service provision	Obligations of NICE	Obligations of HEE
		<ul style="list-style-type: none"> <li>• Enquiry handling and management for: <ul style="list-style-type: none"> <li>○ The NHS Knowledge and Library Service discovery platform for HEE- and NHS-funded knowledge resources.</li> </ul> </li> <li>• A web presence for: <ul style="list-style-type: none"> <li>○ Discovery of HEE- and NHS-funded knowledge resources and associated services.</li> </ul> </li> </ul>
<b>Quality and performance</b>	Development and monitoring of key quality and performance indicators within contracts, in partnership with HEE.	Development and monitoring of key quality and performance indicators within contracts, in partnership with NICE.
<b>Reporting requirements</b>  <b>For MOU monitoring team</b> (purpose: HEE-NICE internal review of commissioned activity and joint business)	High level summary of commissioned activity.  Summary notes from NCC contractual business review meetings including supplier performance.  Performance in relation to commissioned activity KPIs.  Information relating to AIMS usage and service availability.	Updates in relation to HEE areas of responsibility, including: <ul style="list-style-type: none"> <li>• NHS Knowledge and Library Hub,</li> <li>• Knowledge Hub Service Desk.</li> </ul>

Service provision	Obligations of NICE	Obligations of HEE
<p><b>Reporting requirements</b></p> <p><b>For quarterly Knowledge for Healthcare Resource Discovery Reference Group meetings</b> (purpose: to inform understanding of usage of the resources and systems provided nationally by HEE and NICE and discussion about trends and developments)</p>	<p>Provide usage data for the following services:</p> <ul style="list-style-type: none"> <li>• Nationally licenced resources included in this MOU,</li> <li>• National AIMS,</li> <li>• Framework Agreement (spend data).</li> </ul>	<p>Provide usage data for the following services:</p> <ul style="list-style-type: none"> <li>• NHS Knowledge and Library Hub,</li> <li>• Knowledge Hub Service Desk.</li> </ul>
<p><b>Risk reporting and management</b></p>	<p>Maintain and monitor a shared risk register relating to issues within this MoU.</p> <p>Contribute to risk reduction and mitigation as appropriate.</p>	<p>Input to and monitor the shared risk register relating to issues within this MOU.</p> <p>Contribute to risk reduction and mitigation as appropriate.</p>
<p><b>Memorandum of Understanding</b></p>	<p>Agree MoU which covers the contractual duration of all obligations of the described services.</p> <p>Participate in quarterly MOU monitoring meetings.</p> <p>Provide quarterly MoU monitoring report no later than 3-days before the meeting date.</p>	<p>Agree MoU which covers the duration of all obligations of the described services.</p> <p>Participate in quarterly MOU monitoring meetings.</p>



## **MOU Monitoring**

The Contract Manager is responsible for the day-to-day communication between Service Provider and the Authority and should be the first point of contact for any system/service or financial issue reporting as outlined in this MoU, and subsequent escalation.

The MoU will be monitored and reviewed quarterly through the reporting of Key Performance Indicators (KPIs) and any issues will be reported to the respective Relationship Manager.

The Key Performance Indicators relating to the activity HEE commissions from NICE are as follows:

Ref.	Service	Purpose	Deliverables/KPIs	Frequency of reporting	Who measures?	Action in the event of breach?	Risk rating to HEE if KPI not met
KPI01	National content - contract management	To monitor performance against contracts	<p>100% of providers are met with any issues discussed and managed within contractual terms. Corrective actions agreed as appropriate, including financial penalties and reimbursement where in breach.</p> <p>Details delivered in quarterly report to the HEE Relationship Manager a minimum of 03 working days prior to the quarterly meeting of the HEE / NICE MoU monitoring meeting.</p>	Quarterly	NICE	Any breach requires exception report to HEE Relationship Manager	<p>High</p> <p>All service credits from contract breach to be deducted from next quarterly invoice</p>
KPI02	National content – usage reporting	To monitor usage of national content resources	<p>Usage statistics reported through suppliers' systems.</p> <p>Details delivered in quarterly report to the Chair of the HEE KfH Resource Discovery Reference Group a minimum of 03 working days prior to the quarterly meeting of the group.</p>	Quarterly	NICE		Medium

Ref.	Service	Purpose	Deliverables/KPIs	Frequency of reporting	Who measures?	Action in the event of breach?	Risk rating to HEE if KPI not met
KPI03	Framework Agreement – resource purchasing reporting	To report on spend against the Framework Agreement	Details delivered in quarterly report to the Chair of the HEE KfH Resource Discovery Reference Group a minimum of 03 working days prior to the quarterly meeting of the group.	Quarterly	NICE		Low
KPI04	Framework Agreement – provider management	To monitor provider performance	<p>100% of providers are met with annually, any issues discussed, and corrective actions agreed as appropriate.</p> <p>Details delivered in quarterly report to the HEE Relationship Manager a minimum of 03 working days prior to the quarterly meeting of the HEE / NICE MoU monitoring meeting.</p>	Annual	NICE		Low

Reporting requirements relating to the wider aspects of this MoU are as follows:

INFORMATION REQUIREMENT REPORTING					
Ref.	Service	Purpose	Information Requirements	Frequency	Who measures?
IR01	AIMS – number of critical incidents	To monitor Incident Management	<p>Number of critical incidents (defined as total loss of that service) for AIMS.</p> <p>Reported in quarterly MoU monitoring dashboard</p>	Quarterly	NICE

IR02	AIMS – critical incident notification	To notify Incident Management	Notification to the HEE Relationship Manager of critical incident (defined as total loss of that service) within 02 hours where the critical incident occurs within core hours (08:00 – 18:00, Monday to Friday) of a duration greater than 30 minutes of AIMS Self registration service  Reported in quarterly MoU monitoring dashboard.	Quarterly	NICE
IR03	AIMS – enquiry handling	To monitor AIMS issues	NICE to provide number of issues reported to helpdesk and responded to, with timescale details.  Reported in quarterly MoU monitoring dashboard.	Quarterly	NICE
IR04	NHS Knowledge and Library Hub – number of critical incidents	To monitor Incident Management	Number of critical incidents (defined as total loss of that service) for national discovery service.  Reported in quarterly MoU monitoring dashboard	Quarterly	HEE
IR05	NHS Knowledge and Library Hub – enquiry handling	To monitor issues with national content	HEE to provide number of issues reported to helpdesk and responded to, with timescale and details, for each national content supplier.  Details delivered to NICE Contract manager at least 07 days prior to NCC supplier quarterly meetings.	Quarterly	HEE
IR06	National Core Content - procurement	To inform procurement of the national knowledge resources	NICE to provide options to inform re-procurement of a new national collection of resources.	Once – for October 2022	NICE and HEE
IR07	Framework – procurement	To provide information to inform re-procurement of the framework	NICE to provide options and a recommendation to HEE to inform re-procurement of the current Framework.	Once – for February 2023	NICE and HEE

## SCHEDULE 4: HEE-funded national content resources

### Section A: Contracts held by NICE on behalf of HEE

NICE Contract No.	Provider	Procurement Method	Start of next Procurement	Project description	Tax status	2022/23 charge, £ (inc. VAT)	2023/24 charge, £ (inc. VAT)	2024/25 charge, £ (inc. VAT)	Total charge for MoU period, £ (including VAT)
NICE 1350	BMJ	NICE Framework mini comp or direct call off	Nov-22	BMJ ejournals collection	Exempt	749,434.00	749,434.00	-	1,498,868.00
NICE 1353	EBSCO	NICE Framework mini comp or direct call off	Nov-22	CINAHL	Taxable	302,143.20	311,208.00	-	613,351.20
				Psychology & Behavioural Sciences Collection	Exempt	253,513.00	261,118.00	-	514,631.00
				<b>Total</b>		<b>555,656.20</b>	<b>572,326.00</b>	-	<b>1,127,982.20</b>
NICE 1351	Wolters Kluwer	NICE Framework mini comp or direct call off	Nov-22	Embase	Exempt	382,281.70	397,572.97	-	779,854.67
				HMIC	Exempt	99,879.01	103,874.17	-	203,753.19
				Emcare	Exempt	-	-	-	-
				Amed	Exempt	58,492.93	60,832.65	-	119,325.57
				<b>Total</b>		<b>540,653.64</b>	<b>562,279.79</b>	-	<b>1,102,933.43</b>
NICE 1352	ProQuest	NICE Framework mini comp or direct call off	Nov-22	MEDLINE	Exempt	-	-	-	-
				British Nursing Index	Exempt	59,121.00	60,895.00	-	120,016.00
				PsycINFO	Taxable	378,243.60	389,590.80	-	767,834.40
				PsycARTICLES	Exempt	341,469.00	351,713.00	-	693,182.00
				Health Research Premium Collection	Taxable	774,356.40	797,587.20	-	1,571,943.60
				<b>Total</b>		<b>1,553,190.00</b>	<b>1,599,786.00</b>	-	<b>3,152,976.00</b>

NICE Contract No.	Provider	Procurement Method	Start of next Procurement	Project description	Tax status	2022/23 charge, £ (inc. VAT)	2023/24 charge, £ (inc. VAT)	2024/25 charge, £ (inc. VAT)	Total charge for MoU period, £ (including VAT)
NICE FAHEE/1619	Multiple	OJEU	Feb-23	Procurement of a Framework Agreement to support print and electronic content products purchasing.	n/a	No monetary value	No monetary value	No monetary value	No monetary value
NICE XXX	AMA	Single tender waiver	Nov-22	Provision of an annual maintenance service to the JAMA Backfiles Collection (1883 – 1997) platform.	n/a	-	-	-	-
<b>Totals</b>						<b>3,398,933.84</b>	<b>3,483,825.79</b>	<b>-</b>	<b>6,882,759.63</b>

## Section B: Contracts held by HEE

HEE Contract No.	Provider	Procurement Method	Start of next Procurement	Project description	Tax status	2022/23 value (not charged to HEE, £ inc. VAT)	2023/24 value (not charged to HEE, £ inc. VAT)	2024/25 value (not charged to HEE, £ inc. VAT)	Total value (not charged to HEE, £ inc. VAT)
C35951	BMJ	NICE Framework mini comp	Nov-22	Best Practice	Taxable	£726,664	£748,464		-
C36313	OUP	NICE Framework direct call off	Nov-22	OUP Handbooks		£227,344.52	£227,344.52		-
C55358	Wiley	NICE Framework direct call off	Nov-22	Maudsley Prescribing Guidelines		£245,531.25			-

HEE Contract No.	Provider	Procurement Method	Start of next Procurement	Project description	Tax status	2022/23 value (not charged to HEE, £ inc. VAT)	2023/24 value (not charged to HEE, £ inc. VAT)	2024/25 value (not charged to HEE, £ inc. VAT)	Total value (not charged to HEE, £ inc. VAT)
C55380	Wiley	NICE Framework direct call off	Nov-22	Royal Marsden Manual		£687,500.00			
C57133	Wolters Kluwer	NICE Framework direct call off	Nov-22	Social Policy and Practice		£73,600			-

## SCHEDULE 5      PRICING AND PAYMENT

Procurement and Contract Management of the National Core Content resources, the Procurement and Contract Management of the NICE Framework Agreement for Print and e-resources for the period 1st April 2022 – 31<sup>st</sup> March 2025

April 2022 - March 2023		April 2023 - March 2024	April 2024 - March 2025	
Service	Item	MoU charge to HEE, including VAT	MoU charge to HEE, including VAT	MoU charge to HEE, including VAT
Content and framework				
	Cost of procured content <sup>1</sup>	£3,398,933.84	£3,483,825.79	
	Management and delivery	£161,743.71	£166,596.02	
	Development costs <sup>2</sup>	by agreement	by agreement	
Total cost of content and framework service		£3,560,677.55	£3,650,421.81	TBC
<sup>1</sup> Excludes the cost of the national Evidence Summaries resource contract				
<sup>2</sup> Content and framework development costs include additional procurement that may be requested by HEE during the MoU period.				
OpenAthens				
	Development costs <sup>3</sup>	by agreement	by agreement	by agreement
<sup>3</sup> Development costs include requests made by HEE				
Total cost of goods and services passed to HEE under the MoU agreement subject to confirmation of requirements and costs for year 3		£3,560,677.55	£3,650,421.81	TBC



### **Roles And Cost Calculations Behind Content and Framework Management Costs**

<b>Category</b>	<b>WTE</b>	<b>Grade</b>	<b>April 2022 - March 23</b>	<b>April 23 - March 24</b>	<b>Notes</b>
Contract and procurement management	0.8	8B	£58,665.87	£60,425.85	Leads, manages and delivers the NCC procurement. High levels of expertise and qualification in complex procurements within this category, i.e. digital and print knowledge resources within STM publishing. Lead contract management responsibilities for NCC and Framework. Sharing knowledge, skills, expertise, and experience in this category with 8A to mitigate risk. Deputy for senior manager.
Coordination support	0.5	5	£20,850.92	£21,476.45	Support for Framework spend reporting, supplier's queries, communications with suppliers and contractual changes. Meeting coordination including additional/extended supplier meetings to incorporate shifted HEE contract management requirements and additional content contracts.
Contract management	0.4	8A	£28,491.75	£29,346.50	Contract management responsibilities for NCC. Sharing knowledge, skills, expertise and experience in this category with 8B to mitigate risk.
Central procurement function	0.2	7	£12,236.06	£12,603.14	Corporate procurement team support and expertise. Involvement averaged over two years as increase in support required in year two for NCC procurement.
Senior management	0.05	9	£7,296.08	£7,514.96	Senior responsibility and support for services internally and externally.
Framework outreach support	0.05	7	£3,059.02	£3,150.79	Develops guidance and conducts outreach activities to promote the framework.
Finance function	0.05	7	£3,059.02	£3,150.79	
Overheads	2.05		£28,085.00	£28,927.55	
<b>Total management cost</b>			<b>£161,743.71</b>	<b>£166,596.02</b>	

# **SCHEDULE 6: National Core Content 1<sup>st</sup> April 2019 – 31<sup>st</sup> March 2024**

## **DATABASES**

### **From Ovid**

AMED; Embase; HMIC; EMCARE; Medline

### **From ProQuest**

Medline; BNI; PsycINFO; PsycARTICLES; Health Research Premium Collection

### **From EBSCO**

CINAHL; Psychology & Behavioral Sciences Collection; Medline

## **EVIDENCE SUMMARIES RESOURCE**

BMJ Best Practice

## **JOURNALS**

## **Back file**

### **From BMJ Publishing**

Annals of the Rheumatic Diseases	1939-
Archives of Disease in Childhood	1926 -
Archives of Disease in Childhood: Fetal and Neonatal	1994-
Archives of Disease in Childhood: Education and Practice	2004 -
BMJ	1840 -
BMJ Quality and Safety (formerly Quality and Safety in Healthcare)	2011 -
British Journal of Ophthalmology	1917 -
British Journal of Sports Medicine	1964 -
Emergency Medicine Journal	1984 -
Evidence Based Medicine	2000 -
Evidence Based Mental Health	1998 -
Evidence-Based Nursing	1998 –
Frontline Gastroenterology	2010 -
Gut	1960 -
Heart	1939 -
Injury Prevention	1995 -
Journal of Clinical Pathology	1947 -
Journal of Epidemiology and Community Health	1947 -
Journal of Medical Ethics	1975 -
Journal of Medical Genetics	1964 -
Journal of Neurointerventional Surgery	2009 -
Journal of Neurology, Neurosurgery, and Psychiatry	1920 -
Medical Humanities	2000-
Occupational and Environmental Medicine	1944 -
Postgraduate Medical Journal	1925 -
Quality and Safety in Healthcare (cont. as BMJ Quality and Safety)	1992 - 2010
Practical Neurology	2001 -
Sexually Transmitted Infections	1925 -
Thorax	1946 -
Tobacco Control	1992 -

**From AMA**

Archives of Dermatology (cont. as JAMA Dermatology)	2008 - 2012
Archives of Facial Plastic Surgery	2008 - 2011
Archives of General Psychiatry (cont. as JAMA Psychiatry)	2008 - 2012
Archives of Internal Medicine (cont. as JAMA Internal Medicine)	2008 - 2012
Archives of Neurology	2008 - 2011
Archives of Ophthalmology	2008 - 2011
Archives of Otolaryngology	2008 - 2011
Archives of Pediatrics & Adolescent Medicine	2008 - 2011
Archives of Surgery (cont. as JAMA Surgery)	2008 - 2012
	1883 - 1997 and
JAMA	2008 - 2011
JAMA Dermatology (formerly Archives of Surgery)	2013
JAMA Internal Medicine (formerly Archives of Internal Medicine)	2013
JAMA Psychiatry (formerly Archives of General Psychiatry)	2013
JAMA Surgery (formerly Archives of Surgery)	2013



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Wed, 23rd Mar 2022 16:39:15 UTC	Sent a copy of the envelope to Ian Saunders (XXXXXX). (31.48.198.84)
Wed, 23rd Mar 2022 16:39:15 UTC	XXXXXX signed the envelope. (31.48.198.84)
Wed, 23rd Mar 2022 16:38:52 UTC	XXXXXX viewed the envelope. (31.48.198.84)
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