

Treat Antibiotics Responsibly, Guidance, Education, Tools (TARGET) Project

Project Agreement RCGP-24-0018

Effective from 1 April 2024 between

Royal College of General Practitioners, a charity registered in England and Wales, whose registration number is 223106, and whose registered office is at 30 Euston Square, London, NW1 2FB (hereinafter "RCGP")

AND

UK Health Security Agency, an executive agency of the Department of Health and Social Care, which in expression shall include its successors in title, whose registered office is at 10 South Colonnade, London, E14 4PU (hereinafter "UKHSA")

Each Party is referred to individually a "Party" and collectively as the "Parties".

1 Definitions

The following definitions apply in this Agreement:

this document, including its Schedule 1, as amended this Agreement:

from time to time in accordance with clause 20.

any Intellectual Property created, authored or Background IP:

developed by each Party before entering into this

Agreement.

Monday to Friday (inclusive) except bank or public

holidays in England. **Business day:**

Business hours: from 9am to 5pm on any Business Day.

Confidential Information: shall include, without limitation, technical information,

marketing and business plans, databases, specifications, formulations, tooling, prototypes, sketches, models, drawings, specifications,

procurement requirements, engineering information, samples, computer software (source and object codes), forecasts, identity of or details about actual or potential

customers or projects, techniques, inventions,

discoveries, know-how, trade secrets, Personal Data and information that is designated as confidential by

either Party;

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DPA 2018: Data Protection Act 2018;

<u>Data Protection Legislation:</u> the UK GDPR, and any applicable national

implementing Laws as amended from time to time; the DPA 2018 to the extent that it relates to processing of personal data and privacy; all applicable Laws about

the processing of personal data and privacy;

Financial Contribution: the financial contribution provided by UKHSA as set out

in clause 7 and Schedule 1;

Foreground IP: all Intellectual Property specifically developed in the

course of providing services in this Agreement.

GDPR: The UK General Data Protection Regulation.

patents, trademarks, service marks, registered designs, copyrights, database rights, design rights, confidential

copyrights, database rights, design rights, confidential information, applications for any of the above, and any

similar right recognised from time to time in any jurisdiction, together with all rights of action in relation in

jurisdiction, together with all rights of action in relation to

the infringement of any of the above.

the Project: the RCGP TARGET Project. The deliverables described

in Schedule 1, as amended from time to time in

accordance with clause 20.

Publication: the publication of an abstract, article or paper in a

journal or an electronic repository, or its presentation at a conference or seminar; and in clauses 9 and 11 "to

Publish" and "Publication" are to be construed

accordingly.

2 Purpose

The Parties are engaged in a collaborative TARGET project.

3 Duration of the Project

The Project will commence on 1 April 2024 and shall conclude on 31 March 2026, subject to quarterly reviews.

4 Implementation

- 4.1 In order to achieve the commitments and deliverables outlined in Schedule 1 the Parties will jointly support roles under the titles of:
 - "RCGP Project Manager"
 - UKHSA Representative(s)

5 RCGP commitment

5.1 RCGP agrees to:

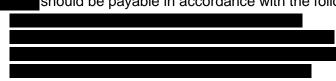
- Develop a workplan (see Schedule 1) with deliverables, accompanied by a high-level timeline with UKHSA
- Map budget against agreed work plan and deliverables
- Review risks and impacts against agreed work plan, deliverables and outputs
- Provide regular updates via a project steering group, as defined below in section 8
- Develop and deliver a comprehensive marketing and communications strategy to maximise the use of internal and external channels
- 5.2 RCGP will deliver the above via the Primary Care Clinical Quality team consisting of RCGP Project Manager, with guidance from the RCGP Communications and Marketing team, RCGP Senior Project Manager, Head of Primary Care RCGP Medical Director of Clinical Quality.

6 UKHSA commitment

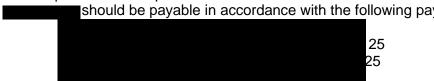
- 6.1 UKHSA agrees to:
 - To support the development and monitoring of the Project.
 - To support the development of a joint communications strategy
 - To meet with the RCGP representative(s) on a quarterly basis to review progress and support needs.
 - To provide financial contributions as outline in clause 7

7 UKHSA Financial Contributions

- 7.1 UKHSA agrees to provide the Financial Contributions of £101,005.78 to the RCGP to provide the deliverables as outlined in Schedules 1 and 2, payable at the end of each quarter.
 - Financial Contribution:
 - For the period from 1 April 2024 to 31 March 2025 the Financial Contributions of should be payable in accordance with the following payment plan:



• For the period from 1 April 2025 to 31 March 2025 the Financial Contributions of should be payable in accordance with the following payment plan:



RCGP will submit each quarterly invoice no later than 30 days before the payment due date.

7.2 The amounts payable to the RCGP under this Agreement are exclusive of VAT which, if applicable, UKHSA will pay at the rate from time to time prescribed by law.

- 7.3 UKHSA agrees to prompt payment of invoices, as outlined by the above payment plan. In the event of late payment, the RCGP will be required to halt or not begin work on the project until such time as funds have been received.
- 7.4 The RCGP will keep complete and accurate accounts of its expenditure on the Project.
- 7.5 The RCGP agrees to cost the project as accurately as possible, using a standardised cost card.
- 7.6 On completion of all project deliverables outlined in Schedule 1, in the event that the Project spend exceeds the total of the Financial Contribution, UKHSA will not be liable for additional expenditure occurred, unless this has had prior agreement between both Parties.
- 7.7 On completion of all project deliverables outlined in Schedule 1, in the event that the Project spend is less than the total of the Financial Contribution, the RCGP will not be liable for the return of any funds received, unless this has had prior agreement between both Parties.

8 Governance

The Parties agree that:

- 8.1 The Project will be overseen by a joint steering group made up of:
 - Project Manager Primary Care Clinical Quality (RCGP)
 - Representative(s) from UKHSA
 - Other partner representatives as deemed appropriate.
- 8.2 The terms of reference of the steering group will be agreed by all parties but shall include:
 - Overall responsibility for project delivery
 - Monitoring of project progress and performance
 - Responsibility for maintaining effective communications between the parties
 - Responsibility for engaging other stakeholders
 - Responsibility for financial oversight of the project

9 Confidentiality

9.1 Each Party undertakes that it shall not at any time disclose to any person any confidential information in any form (including in written, oral, visual or electronic form or on any magnetic or optical disk or memory or wherever located) concerning the business, technical knowhow, affairs, customers, clients or suppliers of the other Party, or of any of the other Party's contractors, customers, agents, distributors, shareholders, managers or business contacts, except as permitted by clause 9.2.

Each Party may disclose other Party's confidential information:

to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause 9; and

as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.2 No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

9.3 The provisions of this clause 9 shall continue to apply after the termination of this Agreement.

10 Intellectual Property

- 10.1 Any Background IP brought into the Project shall remain the property of the original owner(s).
- 10.2 Each Party grants to the other a royalty-free, fully paid-up, perpetual, and non-exclusive UK license to use any and all of its Background IP in relevant pre-existing materials for the purposes of performing their obligations under this Agreement and for the purposes of delivering the Project.
- 10.3 Subject to clause 10.4, Foreground IP shall vest in and be owned absolutely by the Party creating or developing it. To the extent that either party sub-contracts performance of any Project, that Party shall ensure that any Foreground IP arising from the work of its sub-contractor shall be assigned to it absolutely.
- 10.4 To the extent that any Foreground IP arises or is obtained by the Parties jointly or otherwise than solely by either Party, it shall be jointly owned in equal and undivided shares by the Parties. If any such jointly owned Foreground IP is registrable, RCGP shall be responsible for the filing and prosecution of applications for registration on behalf of the Parties and in their joint names in such countries as the Parties agree in writing. RCGP be responsible for the maintenance and renewal of any such registrations in such countries, subject to UKHSA co-operating in the provision of all necessary assistance, information and instructions and bearing an equal proportion of any fees and costs, including reasonable agents and lawyers' fees, in relation to such registrations, provided that:
 - 10.4.1 if only one Party wishes to apply for registration in any country or countries, the Party wishing to apply may do so at its sole cost and expense on behalf of its own, and the Party not making such an application shall provide the Party making the application with all necessary assistance, information, and instruction.
 - 10.4.2 neither Party shall amend or abandon any registration in respect of which the Parties are jointly registered without the other Party's written consent; and
 - 10.4.3 the Party making an application for registration shall consult with the other Party at reasonable intervals concerning the application for and maintenance of such registration.
- 10.5 The RCGP hereby grants to UKHSA a non-exclusive, non-transferable, non-sub-licensable, royalty-free licence to use the Foreground IP (with any modifications required by RCGP to ensure that it represents current knowledge and best practice) for UKHSA's own purposes, but not for the purpose of commercial exploitation. The licence granted by this clause may be revoked in the event of any breach of its terms or if in the reasonable opinion of RCGP the Foreground IP ceases to fairly represent the current state of knowledge and practice in its field but shall otherwise be irrevocable. UKHSA will, subject to the limitation given in 14.4 below, indemnify RCGP against any liability arising in connection with the Foreground IP (a) connected with any breach of this licence or (b) if it fails to comply with any modification required by RCGP or (c) if the material continues to be made available or is used by UKHSA following revocation of its licence.
- 10.6 UKHSA shall not be entitled to sub-license the right granted under this clause except if it obtains prior written permission from RCGP which shall not be unreasonably withheld.
- 10.7 Any communications and publicity undertaken as part of the Project, as well as Project outputs will be jointly branded, and branding will comply with each organisation's requirements.

10.8 Any changes to materials developed in the Project under this Agreement once the Project has ended, shall be at the sole and absolute discretion of RCGP, and the licence referred to in clause 10.4.

11 Publication

- 11.1 The Parties shall cooperate in appropriate publication of the project outcomes pursuant to this Agreement.
- 11.2 Each Party shall submit copies of proposed publication that relates to the Project to the other Party at least 30 days in advance of submitting the proposed publication to the publisher or a third party.
- 11.3 The Parties will not publish any project outputs, make public statement or place any material on web pages, without other Party's approval for Publication.
- 11.4 If the other Party does not respond in given period, the party proposing the publication can proceed with the publication.
- 11.5 The Parties agree that the project outputs will be jointly branded, and branding will comply with each organisation's requirement.

12 Data Protection

- 12.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the RCGP is the Data Controller and UKHSA is the Data Processor.
- 12.2 UKHSA shall notify the RCGP immediately if it considers that any of the RCGP's instructions infringe the Data Protection Legislation.
- 12.3 UKHSA shall provide all reasonable assistance to the RCGP in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the RCGP, include:
 - i. a systematic description of the envisaged processing operations and the purpose of the processing
 - ii. an assessment of the necessity and proportionality of the processing operations in relation to the Project.
 - iii. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - iv. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 12.4 UKHSA shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - 12.4.1 process that Personal Data in accordance with the Data Protection Legislation.
 - 12.4.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the RCGP as appropriate to protect against a Data Loss Event having taken account of the:
 - i. nature of the data to be protected.
 - ii. harm that might result from a Data Loss Event.
 - iii. state of technological development; and
 - iv. cost of implementing any measures.

12.4.3 ensure that:

i. UKHSA personnel do not process Personal Data except in accordance with this Agreement.

- ii. it takes all reasonable steps to ensure the reliability and integrity of any Institution Personnel who have access to the Personal Data and ensure that they:
 - A. are aware of and comply with the Institution's duties under this clause.
 - B. are subject to appropriate confidentiality undertakings with the Institution or any Sub-processor
 - C. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the RCGP or as otherwise permitted by this Agreement; and
 - D. have undergone adequate training in the use, care, protection and handling of Personal Data.
- 12.4.4 not transfer Personal Data outside of the United Kingdom (UK), European Union (EU) and/or European Economic Area (EEA) unless the prior written consent of the RCGP has been obtained and the following conditions are fulfilled:
 - the RCGP or UKHSA has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR) as determined by the RCGP.
 - ii. the Data Subject has enforceable rights and effective legal remedies.
 - iii. UKHSA complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the RCGP in meeting its obligations); and
 - iv. UKHSA complies with any reasonable instructions notified to it in advance by the RCGP with respect to the processing of the Personal Data
- 12.4.5 at the written direction of the RCGP, delete or return Personal Data (and any copies of it) to the RCGP on termination of the Agreement unless UKHSA is required by Law to retain the Personal Data.
- 12.5 Subject to clause 12.6, UKHSA shall notify the RCGP immediately if it:
 - receives a Data Subject Access Request (or purported Data Subject Access Request);
 - ii. receives a request to rectify, block or erase any Personal Data.
 - iii. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation:
 - iv. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement.
 - v. receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - vi. becomes aware of a Data Loss Event.
- 12.6 UKHSA's obligation to notify under clause 12.5 shall include the provision of further information to the RCGP in phases, as details become available.
- 12.7 Taking into account the nature of the processing, UKHSA shall provide the RCGP with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request (and insofar as possible within the timescales reasonably required by the RCGP) including by promptly providing:
 - i. the RCGP with full details and copies of the complaint, communication or request.
 - ii. such assistance as is reasonably requested by the RCGP to enable the RCGP to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation.

- iii. the RCGP, at its request, with any Personal Data it holds in relation to a Data Subject.
- iv. assistance as requested by the RCGP following any Data Loss Event;
- v. assistance as requested by the RCGP with respect to any request from the Information Commissioner's Office, or any consultation by the RCGP with the Information Commissioner's Office.
- 12.8 UKHSA shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply if UKHSA employs fewer than 250 staff, unless:
 - i. RCGP determines that the processing is not occasional.
 - RCGP determines the processing includes special categories of data as referred to in Article 9 of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; and
 - iii. the RCGP determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 12.9 UKHSA shall allow for audits of its Data Processing activity by the RCGP or the RCGP's designated auditor.
- 12.10 UKHSA shall designate a data protection officer if required by the Data Protection Legislation.
- 12.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, UKHSA must:
 - i. notify the RCGP in writing of the intended Sub-processor and processing.
 - ii. obtain the written consent of the RCGP.
 - iii. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 12 such that they apply to the Sub-processor; and
 - iv. provide the RCGP with such information regarding the Sub-processor as the RCGP may reasonably require.
- 12.12 UKHSA shall remain fully liable for all acts or omissions of any Sub-processor.
- 12.13 The RCGP may, at any time and not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 12.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The RCGP may on not less than 30 Working Days' notice to the Institution amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

13 Force Majeure

If the performance by either Party of any of its obligations under this Agreement (except a payment obligation) is delayed or prevented by circumstances beyond its reasonable control, that Party will not be in breach of this Agreement because of that delay in performance. However, if the delay in performance is more than 3 months, the other Party may terminate this Agreement with immediate effect by giving written notice to the other Party.

14 Limitation of Liability

- 14.1 Neither of the Parties makes any representation or gives any warranty to the other that any advice or information given by it or any of its employees who work on the Project, or the content, works or information provided in connection with the Project, will not constitute or result in any infringement of third- party rights.
- 14.2 Except under the limited warranty in clause 14.1 and the indemnity in clause 14.3, and subject to clause 14.6, neither Party accepts any liability or responsibility for any use which may be made by the other Party of any Project outputs, nor for any reliance which may be placed by that other Party on any Project's outputs, nor for advice or information given in connection with any Project's outputs.
- 14.3 Subject to clause 14.5, UKHSA will not be held liable for any direct or indirect losses, costs or expenses to any party as a result of UKHSA's use of any of the Project's outputs or any materials, works or information received from them pursuant to the terms of this Agreement.
- 14.4 Subject to clause 14.5, the aggregate liability of each Party to the other for all and any breaches of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement and the Project, will not exceed in total the Financial Contribution.
- 14.5 Nothing in this Agreement limits or excludes either Party's liability for:
 - 14.5.1 death or personal injury.
 - 14.5.2 any fraud or for any sort of liability that, by law, cannot be limited or excluded; or
 - 14.5.3 any loss or damage caused by a deliberate breach of this Agreement or a breach of clause 9.
- 14.6 The express undertakings and warranties given by the Parties in this Agreement are in lieu of all other warranties, conditions, terms, undertakings and obligations, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.

15 Transfers and subcontracting

RCGP can subcontract whole or part of the Project to a third party. Such subcontracting shall not relieve RCGP of any of its obligations and liabilities under this Agreement.

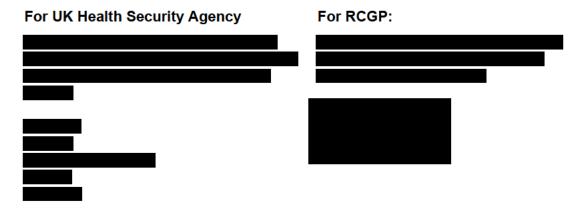
16 Termination

- 16.1 Each Party may terminate this Agreement for any reason by giving the other 90 days' notice in writing.
- 16.2 Either Party may terminate this Agreement with immediate effect by giving notice to the other Party if:
 - 16.2.1 the other Party is in breach of any provision of this Agreement and (if it is capable of remedy) the breach has not been remedied within 60 days after receipt of written notice specifying the breach and requiring its remedy; or
 - 16.2.2 the other Party becomes insolvent, or if an order is made or a resolution is passed for its winding up (except voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator, administrative receiver or receiver is appointed over the whole or any part of the other Party's assets, or if the other Party makes any arrangement with its creditors.

16.3 On the termination of this Agreement, UKHSA will pay RCGP for all work done prior to termination. If UKHSA has paid any of the Financial Contribution in advance, and the whole of that contribution has not been used by RCGP for the purposes for which that Financial Contribution was provided, and not all project deliverables outlined in Schedule 1 have been completed, the RCGP will return to UKHSA the unused portion of that contribution.

17 Notices

- 17.1 Any notice to be given under this Agreement must be in writing and may be delivered to the other Party by hand, courier, pre-paid first-class post or by e-mail. Any notice served personally will be deemed to have been served on the day of delivery, any notice sent by post will be deemed to have been served 48 hours after it was posted (and in proving such service it will be sufficient to prove that the notice was properly addressed, stamped and posted) and any notice sent by e-mail or fax will be deemed to have been served 24 hours after it was despatched.
- 17.2 The Parties' respective representatives for the receipt of notices are, until changed by notice given in accordance with this clause, as follows:



18 Disputes

If any dispute arises in connection with this Agreement, the Parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution ("CEDR") Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR.

19 Governing Law and Jurisdiction

This Agreement shall be governed and construed in all respects by English Law and the parties to it irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

20 Variation to the Agreement

No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each Party or its authorised signatories.

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This Agreement has been executed by and between:

Royal College of General Practitioners

And

UKHSA

Signed for and on behalf of the Supplier DocuSigned by:	Signed for and on behalf of the Buyer ——DocuSigned by:
Date Signed: 22/5/24	Date Signed: 22/05/2024

Schedule 1 - 2024-2026 delivery plan and budget proposal 26/01/2024

This document sets out a proposed two-year delivery plan to deliver work on the TARGET project in collaboration with the UKHSA. The project will be funded by UKHSA.

Project title

Treat Antibiotics Responsibly, Guidance, Education, Tools (TARGET) Project (2024-2026)

Background

The TARGET Antibiotics Toolkit was developed by the Royal College of General Practitioners (RCGP), UK Health Security Agency (UKHSA - formerly Public Health England) and the Antimicrobial Stewardship in Primary Care (ASIPC) collaboration with several professional societies including GPs, pharmacists, microbiologists, clinicians, guidance developers and other stakeholders. The toolkit is a central resource for clinicians and commissioners about safe, effective, appropriate and responsible antibiotic prescribing. It also helps to fulfil continuous professional development and revalidation requirements.

The toolkit (originally launched in 2012 and moved to the RCGP's Online Learning Environment in 2021) contains resources including:

- Interactive workshop presentations
- Patient leaflets: Treating Your Infection
- Audit toolkits
- Antibiotic and diagnostic tools and guidance
- Training resources for self-directed learning
- Resources for clinical and waiting areas
- Self-assessment checklist and action planning

Both UKHSA and the RCGP actively promote and market the toolkit to general practice and primary care.

Objectives

The aims of the project are set out below:

- To extend the reach of the TARGET antibiotic toolkit by raising awareness of the TARGET resources and antimicrobial resistance amongst as many GPs and practice teams as possible.
- To support GPs and practice teams to improve the management of common infections and reduce antimicrobial resistance.
- To enable primary care organisations to demonstrate compliance with national guidelines related to the management of common infections and antibiotic stewardship in primary care.
- To support health professionals' continuous professional development.

Delivery approach - RCGP's commitments

Below is a high-level summary of key delivery areas (for a more detailed description and itemised costings see the table, below).

Key delivery areas:

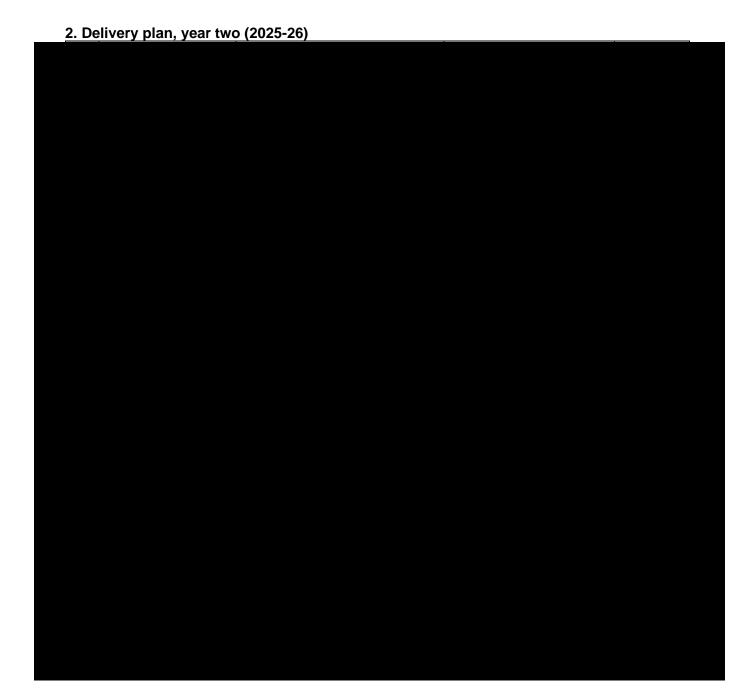
- Ongoing updates and maintenance to the existing TARGET toolkit to reflect new guidance and support resources.
- The creation of resources and/or activity to support the promotion of the toolkit and the importance of AMR to primary care audience.

- Delivery of a communications and marketing campaign to promote key messages and drive uptake of the toolkit and other project outputs (e.g. webinars).
- An evaluation of the campaign and project activity
- A small toolkit development project, referred to as 'mini project'.
- Quality assurance, project governance and GP/clinical insight.
- Project management / oversight.
- Website team technical support.

The RCGP has long-standing experience of delivering projects funded by external stakeholders for a general practice audience. The RCGP will deliver the following:

- A workplan with deliverables and outputs, accompanied by a timeline/Gantt chart.
- A risk register which details status, impact, likelihood and mitigation against agreed deliverables.
- A quarterly report which details progress and status (RAG) of each deliverable.
- A marketing plan.
- Management and oversight of a project budget with expenditure and income phased in line with the contract and activity in the delivery plan
- A fortnightly keep in touch (KIT) meetings with the funder
- A quarterly steering group meetings with key project stakeholders including RCGP leadership.
- Quality assurance and sign-off of material provided by the Medical Director.
- An end-of-project evaluation report which will highlight impact of the campaign and webinars.





Total funding required over two years: £101,005.78 ex VAT