**INVITATION TO TENDER SPECIFICATION for**

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

**Media distribution, media monitoring and evaluation, and parliamentary monitoring**

**CONTRACT: April 2023 – March 2026**

1. The National Institute for Health and Care Excellence (NICE) is looking for a supplier or suppliers of services to

i) distribute and publish corporate multimedia content including media releases,

ii) monitor evaluate and report on the outputs from its corporate communications in the media, and

iii) to monitor and report on parliamentary activities.

**About us**

1. NICE is an independent public body that helps get the best care to patients, fast, while ensuring value for the taxpayer. We do this by:

* Producing useful and usable guidance for health and care practitioners.
* Providing rigorous, independent assessment of complex evidence for new health technologies.
* Developing recommendations that focus on what matters most and drive innovation into the hands of health and care practitioners.
* Encouraging the uptake of best practice to improve outcomes for everyone.

**The requirement:**

1. This is a multiple invitation to tender document. Service providers can bid to provide the services described in each lot separately for each service.
2. The brief has three services as follows:

Lot 1:

A database, with up-to-date contact details for journalists, stakeholders and other media outlets, a newsroom function to publish and distribute media releases, statements and other alerts to target audiences and a facility to manage (log and report on) media enquiries by date and topic.

Lot 2:

The provision of press, online and broadcast media monitoring, coverage and content evaluation and analysis, including the ability to monitor specific national, specialist and regional publications (both online and print) and a function to create simple, tailored dashboards to report on required performance key metrics by date, topic or message.

Lot 3:

Parliamentary monitoring and an up-to date political contact database. Monitoring should cover parliamentary debates, questions, Government announcements and committee reports, as well as information from political stakeholders such as charities, trade bodies and think tanks.

1. The contract will cover an initial three-year period with options to extend the supply by up to two 12-month periods.
2. The total budget for the 3 services will be a maximum of £30,000 per annum. Please note the budget breakdown for each Lot, offers for more than one Lot must be clear with regard to the Lot structure as each Lot will be assessed individually, so an offer for all Lots will be split into the separate lots, an offer for two also split. Please ensure the costs are compliant with this.

The anticipated costs are:

1. Lot 1: provision of a service to publish and distribute media releases (£5k pa)
2. Lot 2: provision of press, online and broadcast monitoring and evaluation and analysis of the monitored media (£20k)
3. Lot 3 – provision of parliamentary monitoring and political research services (£5k)
4. NICE will monitor the service and performance of each of the selected supplier(s) through quarterly Review Meetings with agreed key performance indicators. In the first instance it is anticipated that monthly reviews will be required to bed-in the service.

**The requirements are as follows:**

1. **Lot 1 – provision of a service to publish and distribute media releases.**

**The Services shall include:**

1. A database of journalist contact details from all national, regional and specialist UK media – both print and online, in particular all forms of health, pharmaceutical and medical media (particularly specialist publications such as the British Medical Journal, The Lancet and The Pink Sheet), and major international contacts, from print, broadcast and online media outlets.
2. A relationship management system with an in-built search function, the ability for users to identify individual contacts, edit tailored lists of contacts and to add or remove contacts are core requirements.
3. The database shall be updated regularly by the supplier with new contacts and amendments to existing contacts and media outlets. NICE staff will have the ability to add and remove personal contacts.
4. The service shall provide a distribution tool to enable press materials to be sent out via email to selected lists either immediately or at a scheduled time. This includes embargo control where only approved journalists will be able to see a release prior to the embargo date.
5. The facility for NICE to upload images, multimedia resources, podcasts, reports, presentations and logos within a press release, and store these resources within the system. Press materials will be integrated with links to NICE’s social media accounts.
6. Training for NICE staff (the press team of eight) on how to use the database effectively with ad hoc refresher training available for new starters and when the service is updated. A responsive and easily accessed customer support service to deal with problems quickly, including a designated account manager and access to a technical helpline.
7. The service shall be able to link with the media monitoring agency (Service 2) used by NICE and where the writer of an article is provided, link the coverage with the profile of the journalist who wrote it.
8. The service shall include the ability to record interactions with individual journalists and view who has received and opened press releases, clicked links and downloaded assets. This should include a time stamp.
9. Arrangements in place to integrate our already held privately stored data (private contacts, press enquiries and title and date of disseminated press materials) from a previous supplier and to facilitate safe data transfer at the end of the contract and to ensure it remains accessible.
10. System in place to ensure the following key performance indicators are delivered:
    1. Press materials are distributed at desired time.
    2. Database for required key contacts is up-to-date with no omissions
    3. NICE can monitor and record uptake of key messages from press releases in media coverage generated
    4. An accurate report can be easily generated and shared of the above (and a monthly report available within 10 working days)
    5. Calls logged can be searched by topic and journalist and a report of monthly activity (volume, subject, contact) can be generated
    6. Service outage, user queries and system errors are addressed within agreed timeframes.
11. **Lot 2 – provision of press, online and broadcast monitoring and evaluation and analysis of the monitored media:**

**The services shall include:**

1. Media monitoring of print content using specified keywords and topics, that can be changed regularly.
2. Media monitoring of online news and website content that includes specified keywords and topics and specialist publications, that can be updated regularly.
3. Monitoring of UK broadcast content on television, radio and web that includes references to NICE, specified keywords and topics, that can be changed regularly.
4. Evaluation and analysis of the results of media monitoring. If automated, this needs to reach the standard of human analysis and shall include tone and other impact factors (such as key message/phrase inclusion) agreed with NICE and allow editing when and if sentiment has been incorrectly classified.
5. The ability to produce ad hoc analytic reports on performance of particular campaigns or activity.
6. A live dashboard, which includes the functionality to display information on volume, opportunities to see and frequency of coverage in national, specialist and regional publications.
7. Daily summaries of key stories, including coverage where NICE key messages are included. Summaries of each item (with links where available) should be able to identify key focus of the story and highlight inclusion of a NICE quote/spokesperson. These summaries should be capable of being directed lifted into a single summary and shared.
8. Provision of a dedicated account manager to provide advice and relevant expertise
9. On-going training on the system to allow for good utilisation of the functionality offered by the service including running media performance reports.
10. NICE welcomes relevant added-value services in addition to core services, including:
11. forward planning diary.
12. surveys of target audiences.
13. Monitoring of social media mentions including, but not limited to, Twitter, LinkedIn, Instagram and Facebook with analysis of tone and other impact factors. Tracking relevant influencers and/or commentators on social media.
14. Mobile app option.
15. System in place to ensure the following key performance indicators are delivered to set times:
    1. Relevant mentions in broadcast media are picked up according to specified keywords and topics in media monitoring brief, avoiding unnecessary duplication.
    2. Missed coverage is added and reported within one working day or the agreed timeframe. (Any publications that can not be monitored – in whole or in part for whatever reason - should be clearly stated in the tender.)
    3. Relevant mentions in print media are picked up according to specified keywords and topics in media monitoring brief.
    4. Relevant mentions in online national and specialist media are picked up according to specified keywords and topics in media monitoring brief.
    5. Queries and errors are responded to and/or corrected in an agreed timeframe.
    6. The ability of the press team to use the functionality offered by the service is deemed good (measured via a mutually agreed standard)
16. **Lot 3 – provision of parliamentary monitoring and political research services that cover the following:**

**The services shall include:**

1. General parliamentary/political monitoring that delivers rolling, electronic updates and a regular summary of the upcoming parliamentary and political agenda in the UK Parliament and Devolved Administrations including but not limited to: legislative activity; debates; oral questions; ministerial statements; select committee activity; All Party Parliamentary Group (APPG) activity; ministerial engagements; policy announcements; consultations; and relevant government departmental press releases.
2. Specific daily parliamentary monitoring of the UK Parliament and Devolved Administrations on specific issues/ search terms set by NICE as required.
3. Access to biographical and other relevant information on parliamentarians and senior civil servants, including current/previous political roles, political/other interests, and contact details.
4. Tools to engage with/record contact with parliamentarians and senior civil servants. Including access to information on all members of the government including their private office (special advisors, private secretaries etc).
5. User-friendly searchable records of parliamentary activity.
6. Tracking of all relevant parliamentary activity relating to specific parliamentarians and nominated issues/Bills. This includes parliamentary committee hearings.
7. Political research (for instance biographies of Parliamentarians for select committee hearings or horizon-scanning on issues related to the spring and autumn statements, the King’s Speech, the Budget and elections), often at short notice.
8. Provision of a dedicated account manager.
9. NICE welcomes relevant added-value services in addition to core services.
10. System in place to ensure the following key performance indicators are delivered:
    1. Parliamentary mentions are picked up according to keywords and topics in monitoring brief.
    2. Parliamentary mentions are delivered to schedule.
    3. Transcripts are sent on the day of mention.
    4. NICE is given advance notice of pertinent debates, committees and consultations.

**Your submission**

1. Your submission shall take into account the brief as detailed above. In addition you must address the following:

Please give details of how you will deliver the requirements listed under each service. Note that each service will be scored individually and therefore please respond to each service listing under the headings: Lot 1, Lot 2, and Lot 3, and applying the numbering convention below.

This must include details of:

1. Which lot or lots you are bidding for.

For Lot 1

1. How your services will meet our requirement specification above.
2. The way in which NICE staff will access your service.
3. The range of contacts you have access to (national, international, regional and specialist journalists (Service 1) or parliamentarians, civil servants etc (Service 3)) and the channels – ie email, post, telephone, Twitter etc.
4. How contacts will be researched and updated and the frequency of these updates.
5. How NICE staff will access the service, e.g. online, password-protected etc. What training is provided (ie: initial and refresher).
6. Demonstrate how your system will search for contacts and create lists.
7. Demonstrate how materials will be disseminated to contacts.
8. Set out how the service ensures confidentiality and security of the information that NICE staff may input, such as embargoed reports or private contact details.
9. Any applicable restrictions on this service (e.g. payment to other bodies, time limits on storage etc).
10. Any restrictions on the circulation or storage of contacts data once provided to NICE.
11. Any restrictions on the number of users and the cost of additional users.
12. Outline how private data input by NICE staff will be handled at the end of the contract or if NICE otherwise ceases to use the service.
13. Outline how private data input into the previous supplier will be handled at the start of the contract.
14. Arrangements in place to integrate data from the previous supplier and to facilitate data transfer at the end of the contract.
15. Please detail your Service Credit offering for delays in disseminating materials to contacts.
16. Please detail the reports available to assess the success of press materials
17. Please detail the account management and training service you provide.
18. How your service exceeds the requirements outlined above.

Lot 2

1. How your services will meet our requirement specification above.
2. With regards to service reporting/monitoring, please demonstrate how you will filter out mentions not relevant to NICE’s work.
3. Please detail your service credit offering for missed mentions per media channel.
4. Please detail the tracking/reports that could be provided to analyse the results of monitoring.
5. Outline relevant added-value services that are available.
6. Please detail the account management and training services you provide.

Lot 3

1. How your services will meet and exceed our requirement specification.
2. The range of contacts you have access to (parliamentarians, civil servants etc) and the channels – ie email, post, telephone, social media etc.
3. How contacts will be researched and updated and the frequency of these updates.
4. Demonstrate how your system will search for contacts and create lists.
5. Demonstrate how materials will be disseminated to contacts.
6. Outline how private data input by NICE staff will be handled at the end of the contract or if NICE otherwise ceases to use the service.
7. Outline how private data input into the previous supplier will be handled at the start of the contract.
8. Arrangements in place to integrate data from the previous supplier and to facilitate data transfer at the end of the contract.
9. With regards to service reporting/monitoring, please demonstrate how you will filter out mentions not relevant to NICE’s work, e.g. the word ‘nice’.
10. How NICE staff will access the service, e.g. online, password-protected etc. What training is provided (ie: initial and refresher).
11. Any restrictions there are on the number and cost of additional users.
12. Any applicable restrictions on this service (e.g. time limits on storage etc).
13. Any restrictions on the circulation or storage of contacts data once provided to NICE.
14. Set out how the service ensures confidentiality and security of the information that NICE staff may input, such as private contact details.
15. Outline relevant value-adding services and how they add value.
16. Please detail your account management services.
17. Please detail your service credit offering for missed/late parliamentary mentions or transcripts and advance notice alerts.

**For all service proposals**

1. A detailed cost breakdown for this work as follows:

**Cost of Service 1**

|  |  |
| --- | --- |
| Monthly fee for portal | £ |
| Monthly research and update fee | £ |
| Fee for dissemination if applicable | £ |
| User fees | £ |
| Additional costs itemised | £ |
| Total project costs for 3 years ( ex VAT) | £ |

**Cost of Service 2**

|  |  |
| --- | --- |
| Monthly fee for portal | £ |
| Monthly research and update fee | £ |
| Fee for clippings as applicable | £ |
| Fee for evaluation services | £ |
| User fees | £ |
| Additional costs itemised | £ |
| Total project costs for 3 years ( ex VAT) | £ |

**Cost of Service 3**

|  |  |
| --- | --- |
| Monthly fee for portal | £ |
| Monthly research and update fee | £ |
| Fee for political research if applicable | £ |
| User fees | £ |
| Additional costs itemised | £ |
| Total project costs for 3 years ( ex VAT) | £ |

1. Costs are to be provided in the above format in your response. All costs are to be submitted in GBP and be exclusive of VAT. Failure to provide costs as above may result in your whole tender being rejected.
2. General information about your organisation and details of two organisations that NICE can contact for references where examples of similar work have been carried out.
3. Provide one copy each of your organisation’s Health and Safety, Environmental, Equal Opportunities and Diversity in the Workplace Policies together with the last three years of audited accounts for your organisation and a current balance sheet.
   1. NICE recognises that some SMEs (Small, Medium Enterprises) (less than 50 people for a Small Enterprise and less than 250 for a Medium Enterprise) may not have formal policies available but still operate their businesses in a manner that is conducive to the above. If you are an SME and do not have formal policies in place, please submit with your response, a written statement on how your company operates in light of the above three areas of legislation and best practice***.***
   2. In addition, please provide the following: the last three years’ audited accounts for your organisation. If your organisation is an SME and you do not have full audited accounts, please provide three years of balance sheets.
4. A declaration (if applicable) of all current projects with clients or partners that your department/group/organisation is currently working with which could be seen as being detrimental or ethically opposed to the health aims promoted by NICE.
5. If your organisation (whole organisation including parent, group or subsidiary) has a turnover of £36 million pounds or greater then please provide a Modern Slavery Act Transparency Statement: this should set out the steps you have taken to ensure there is no modern slavery in your own organisation/business and that of your supply chain. If your organisation has taken no steps to ensure there is no modern slavery in your own organisation, then your statement should say so. [Please note: a parent org/ group statement is acceptable, this is compliance with the Modern Slavery Act 2015.]
6. A summary sheet detailing the benefits of your proposal and where your proposal provides value for money.
7. Please supply a copy of the terms and conditions of supply for your service. Please also be aware that as a public sector organisation NICE will need to be able to comply with Freedom of Information requests and their legislation and cannot provide insurance for liabilities as we are covered by Department of Health and Social care in our functions, due to these limitations NICE reserves the right to negotiate with the selected supplier(s) upon terms and conditions prior to contract award.
8. Also we will need to comply with GDPR with regard to the lists of journalists’ and parliamentarians’ contacts for services 1 and 3. We would therefore seek the terms included in annex 1 or their equivalent within the contract which covers Service 1 and 3.
9. Bidders must register and use the Atamis system to raise any questions and submit the Offer. The opportunity will be available on the DHSC Atamis eTendering System. Select this link to access and register your organisation to the Atamis system https://health-family.force.com/s/Welcome , if you have not already done so.
10. To find this opportunity in the eTendering system, select "Find Opportunities" and then search by project number **C140926** or title. Once you have found the Opportunity, press the 'Register Interest' button to register your interest. This will make the project to appear on 'My proposals and quotes'. From there you can review documents, send clarification messages, submit the response, or decline to respond, if you decide not to participate in the opportunity.

**Selection criteria**

1. The selection criteria and weighting that will be applied to the bids for the tender evaluators are:

**Service 1**

|  |  |
| --- | --- |
| **Criteria** | **Weighting** |
| **Financial Stability & Policies and Procedures**  *(A bidder will be excluded from further assessment if the required policies and procedures, including their financial statements are not provided)* | **PASS/FAIL** |
| **Acceptability of service terms and conditions** | **PASS/FAIL** |
| **Ability to fully and credibly cover the breadth of competencies required to deliver the scope of work** | 35 |
| **Ease of use of service** | 20 |
| **Service support** | 10 |
| Any value added to the project specification above and beyond the services requested | 5 |
| **Project Cost & value for money** | 30 |

**Service 2**

|  |  |
| --- | --- |
| **Criteria** | **Weighting** |
| **Financial Stability & Policies and Procedures**  *(A bidder will be excluded from further assessment if the required policies and procedures, including their financial statements are not provided)* | **PASS/FAIL** |
| **Acceptability of service terms and conditions** | **PASS/FAIL** |
| **Ability to fully and credibly cover the breadth of competencies required to deliver the scope of work** | 35 |
| **Ease of use of service** | 20 |
| **Service support** | 10 |
| Any value added to the project specification above and beyond the services requested | 5 |
| **Project Cost & value for money** | 30 |

**Service 3**

|  |  |
| --- | --- |
| **Criteria** | **Weighting** |
| **Financial Stability & Policies and Procedures**  *(A bidder will be excluded from further assessment if the required policies and procedures, including their financial statements are not provided)* | **PASS/FAIL** |
| **Acceptability of service terms and conditions** | **PASS/FAIL** |
| **Ability to fully and credibly cover the breadth of competencies required to deliver the scope of work** | 35 |
| **Ease of use of service** | 20 |
| **Service support** | 10 |
| Any value added to the project specification above and beyond the services requested | 5 |
| **Project Cost & value for money** | 30 |

1. In light of the government’s drive for transparency, NICE is providing the formula that will be used for the cost evaluation aspect and the scoring guide.

Cost Evaluation

The cost will be evaluated using the following formula:

1. **Lowest Bidder’s Price** / **Bidder’s Price X 50** (the weighting)

Criteria and Scoring Guide

1. Each evaluator will independently evaluate each tender submitted using the following guide to score each criteria, the scores of all evaluators per criteria are then averaged and the criteria weighting is then applied to give an adjusted score.

|  |  |
| --- | --- |
| Scoring Note |  |
| -5 | The point is omitted |
| 0 | The point is not explained/ repeat of specification |
| 1 | The point is not acceptable |
| 2 | The point is possibly acceptable |
| 3 | The point is acceptable |
| 4 | The point is well made and acceptable |
| 5 | The point exceeds expectations/excellent |

**Procurement Timetable**

1. The timetable for the tendering process is:

|  |  |
| --- | --- |
| Invitation to tender and expressions of interest invited | 14/2/23 |
| Deadline for expressions of interest | 7/3/23 |
| Deadline for tender questions | 8/3/23 |
| Answers to tender questions sent out | 10/3/23 |
| Closing date for tender proposals | 16/3/23 |
| NICE team assessing tenders | 16/3/23-23/3/23 |
| NICE team notifying bidders if interview is required | 24/3/23 |
| Interview date (if needed) | 30/3/23 |
| Successful and unsuccessful contractors notified | 31/3/23 |
| Alcatel period (10 working days standstill period) | 31/3/23-10/4/23 |
| Finalise contract and obtain signatures | 11/4/23 |
| Contract commences | 11/4/23 |

***\*Please be aware this timetable maybe subject to change***

**Timelines**

The timescales are as follows:

1. Expressions of Interest must be made to ? no later than the 7 March 2023
2. Questions on any aspect of the brief, Via the Atamis system by 5pm on 8 March 2023.
3. Responses to questions will be sent to all interested parties by 5pm on 10 March 2023.
4. Closing date for the submission of tenders: 12 noon on 16 March 2023. Bids must be submitted via the Atamis system.
5. Interviews will be held on 30 March 2023 (if required).
6. Bidders will be informed of award decision by 31 March 2023.
7. Contract to begin on mutually agreed date (preferably 11 April 2023).
8. Contract will be awarded on a 3 +1 +1 year basis.
9. Quarterly reviews of the service will include support services, monitoring quality, technical issues, and agreed key performance indicators.
10. Annual contract reviews will be held on the anniversary of the contract start date.

# Annex 1 - Generic Standard GDPR Clauses

The GDPR generic standard clauses may also be adapted to fit existing contract templates - CCS advise seeking legal advice when doing this.

**Definitions**

|  |  |
| --- | --- |
| **Controller** | means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law |
| **Data Subject Access Request** | Means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data. |
| **Data Protection Impact Assessment** | means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data. |
| **Data Protection Legislation** | means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iiii) all applicable Law about the processing of personal data and privacy; |
| **Data Subject, Data Protection Officer** | take the meaning given in the GDPR |
| **Data Loss Event** | Means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach. |
| **DPA 2018** | means Data Protection Act 2018 |
| **GDPR** | means the General Data Protection Regulation *(Regulation (EU) 2016/679)* |
| **LED** | means Law Enforcement Directive *(Directive (EU) 2016/680)* |
| **Personal Data** | means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person |
| **Personal Data Breach** | means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed |
| **Processing** | means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction |
| **Processor** | means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller |
| **Protective Measures** | means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it. |
| **Sub-processor** | means any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement |

1. **DATA PROTECTION**
   1. The Contractor shall comply with the Data Protection Legislation. In particular the Contractor agrees to comply with the obligations placed on NICE as set out in Data Protection Legislation, namely:
      1. to maintain technical and organisational security measures sufficient to comply with the obligations imposed on NICE and the Contactor by the Data Protection Legislation.
      2. only to process Personal Data for and on behalf of NICE, in accordance with the instructions of NICE as described in [Schedule A] and for the purpose of performing the Services in accordance with the Contract and to ensure compliance with the Data Protection Legislation.
   2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the NICE is the Controller and the Contractor is the Processor. [GUIDANCE NOTE: Controller and processor to be confirmed at contract award]
   3. The Contractor shall only process Personal Data as authorised by NICE and described in [Schedule A] by NICE and shall not process or use the Personal Data for any other purpose. The details in [Schedule A] may not be determined by the Contractor.
   4. The Contractor shall notify NICE immediately if it considers that any NICE instructions infringe the Data Protection Legislation.
   5. The Contractor shall provide all reasonable assistance to NICE in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of NICE, include:
      1. a systematic description of the envisaged processing operations and the purpose of the processing;
      2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
      3. an assessment of the risks to the rights and freedoms of Data Subjects; and
      4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
   6. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
      1. process that Personal Data only in accordance with [Schedule A], unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify NICE before processing the Personal Data unless prohibited by Law;
      2. ensure that it has in place Protective Measures, which have been reviewed and approved by NICE as appropriate to protect against a Data Loss Event having taken account of the:
2. nature of the data to be protected;
3. harm that might result from a Data Loss Event;
4. state of technological development; and
5. cost of implementing any measures;
   * 1. ensure that:
6. the Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular [Schedule A]);
7. it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and
8. ensure that they:
   * + - 1. are aware of and comply with the Contractor’s duties under this clause;
         2. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
         3. 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 NICE or as otherwise permitted by this Agreement; and
         4. have undergone adequate training in the use, care, protection and handling of Personal Data; and
9. not transfer Personal Data outside of the EU unless the prior written consent of the NICE has been obtained and the following conditions are fulfilled:
10. NICE or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the NICE;
11. the Data Subject has enforceable rights and effective legal remedies;
12. the Contractor 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 NICE in meeting its obligations); and
13. the Contractor complies with any reasonable instructions notified to it in advance by NICE with respect to the processing of the Personal Data;
14. at the written direction of NICE, delete or return Personal Data (and any copies of it) to NICE on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.
    1. Subject to clause 1.8, the Contractor shall notify NICE immediately if it:
15. receives a Data Subject Access Request (or purported Data Subject Access Request);
16. receives a request to rectify, block or erase any Personal Data;
17. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
18. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
19. 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

1. becomes aware of a Data Loss Event.
   1. The Contractor’s obligation to notify under clause 1.7 shall include the provision of further information to NICE in phases, as details become available.
   2. Taking into account the nature of the processing, the Contractor shall provide NICE with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.7 (and insofar as possible within the timescales reasonably required by NICE) including by promptly providing:
      1. NICE with full details and copies of the complaint, communication or request;
      2. such assistance as is reasonably requested by NICE to enable NICE to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
      3. NICE, at its request, with any Personal Data it holds in relation to a Data Subject;
      4. assistance as requested by NICE following any Data Loss Event;
      5. assistance as requested by NICE with respect to any request from the Information Commissioner’s Office, or any consultation by NICE with the Information Commissioner's Office.
   3. The Contractor shall maintain complete and accurate records and information to allow NICE to audit the Contractor's compliance with the requirements of this Clause 1 on reasonable notice and/or to provide NICE with evidence of its compliance with the obligations set out in this Clause 1 and to demonstrate its compliance with this clause.
   4. The Contractor shall allow for audits of its Data Processing activity by NICE or NICE’s designated auditor.
   5. The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
   6. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
      1. notify NICE in writing of the intended Sub-processor and processing;
      2. obtain the written consent of NICE;
      3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 1 such that they apply to the Sub-processor; and
      4. provide NICE with such information regarding the Sub-processor as NICE may reasonably require.
   7. The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
   8. NICE may, at any time on 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).
   9. The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. NICE may on not less than 30 Working Days’ notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner’s Office.
   10. The Contractor agrees to indemnify and keep indemnified NICE against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith by NICE and any Beneficiary as a result of any claim made or brought by any individual or other legal person in respect of any loss, damage or distress caused to that individual or other legal person as a result of the Contractor's unauthorised processing, unlawful processing, destruction of and/or damage to any Personal Data processed by the Contractor, its employees or agents in the Contractor's performance of the Contract or as otherwise agreed between the Parties.

**SCHEDULE A – to be complete after contract award**

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| **Subject matter of the processing** |  |
| **Duration of the processing** |  |
| **Purposes of the processing** |  |
| **Nature of the processing** |  |
| **Type of Personal Data** |  |
| **Categories of Data Subject** |  |
| **Plan for return and destruction of the data once the processing is complete** |  |