

**NATIONAL INSTITUTE FOR HEALTH AND CARE
EXCELENCE
CONSULTANCY AGREEMENT FOR SPECIFIC
PROJECT SERVICES**

1. BASIC DETAILS

1.1. NAME AND ADDRESS OF
CONTRACTOR (including
Company Registration Number if
relevant)

Trustmarque Solutions Ltd
Marlborough House
Westminster Place
York Business Park
Nether Poppleton
York
YO26 6RW

1.2. DESCRIPTION OF
CONTRACTOR

Digital consultancy providing IT
solutions and services to drive digital
growth in both public and private
sectors.

1.3. DESCRIPTION OF PROJECT
SERVICES

CRM Consultancy

1.4. NICE BUDGET HOLDER

[REDACTED]

1.5. NICE PROJECT MANAGER

[REDACTED]

1.6. NOMINATED MANAGER OF
CONTRACTOR

[REDACTED]

1.7. CONTRACTOR AUTHORISED
SIGNATORY

[REDACTED]

1.8. DATE AGREEMENT SIGNED

16 Dec	2024	
--------	------	--

1.9. DATE AGREEMENT COMES
INTO EFFECT (IF DIFFERENT
FROM ABOVE)

D	M	Y
16	12	2024

1.10. DATE AGREEMENT ENDS
(IF FIXED DATE)

D	M	Y
31	03	2025

1.11. CONTRACT NUMBER

[REDACTED]

740723

IT IS AGREED AS FOLLOWS

2. DEFINITIONS

"Agreement"	this Agreement and any Annexes attached to it.
"Contractor"	the person in 1.1 or any partner, employee, agent, sub-contractor or other lawful representative of the person in
"Confidential Information"	means any information or material of a confidential nature supplied by (or on behalf of) one party ("the Discloser") to the other ("the Recipient") or otherwise obtained by the other (including any information relating to the business or financial or other affairs of the Contractor)
"DPA"	means UK Data Protection Act 2018
"Dynamics"	means Microsoft's application.
"Deliverables"	means the deliverables (including, but not limited to, any equipment, software, media, materials and, where applicable, developed software, or updates) which are to be delivered by the Contractor to NICE as provided for in this Agreement.
"FOIA"	means the Freedom of Information Act 2000.
"NICE"	The National Institute for Health and Care Excellence, 3 Piccadilly Place, Manchester. M1 3BN
"NICE Materials"	means materials, software, scripts, systems, management systems, know-how, customer databases, data, information and any other materials and other intellectual property made available to the Contractor in relation to the provision of the Project Services.
"Milestones"	the milestones as set out in Annex 2.
"Project Services"	the Project Services set out in 1.3 as more fully described in Annex 1.

3. AGREEMENT

- 3.1. In consideration of NICE making certain payments to the Contractor, the Contractor has agreed to provide the Project Services to NICE on the terms and conditions of this Agreement
- 3.2. The payments for the Project Services are fixed and no further payments shall be made by NICE.

4. OBLIGATIONS OF THE CONTRACTOR

4.1. The Project Services

- 4.1.1. The Contractor shall carry out the Project Services in accordance with Annex 1 and to a quality acceptable to NICE.
- 4.1.2. No material changes to the Project Services shall be permitted without the written consent of NICE Project Manager.
- 4.1.3. The Contractor shall use all reasonable endeavours to achieve the milestones set out in Annex 2 ("the Milestones").

4.2. Sub-Contractors

- 4.2.1. The Contractor shall agree with NICE the use of any sub- contractor to carry out any part of the Project Services.
- 4.2.2. The Contractor shall be responsible for obligations, services, and functions performed by the sub- contractor to the same extent as if such obligations, services and functions were performed by the Contractor.

4.3. Instructions

- 4.3.1. The Contractor shall comply fully with the reasonable instructions of the Project Manager and, if the Contractor is working in NICE, with the office rules of NICE.

4.4. Financial Control

- 4.4.1. The Contractor shall keep accurate books and accounts in respect of the Project Services and, if requested in writing by NICE, shall (at its own expense) have them certified by a professional firm of auditors.
- 4.4.2. The Contractor shall permit NICE to inspect and take copies (at NICE's expense) of any financial information or records NICE requires which relate directly to this Agreement.

4.5. Communication

- 4.5.1. The Contractor shall ensure that all communications with NICE concerning the Project Services shall only be between the nominated representatives of both Parties, that is, NICE Project Manager who shall be the Manager nominated by NICE from its own staff or such other person as NICE shall nominate in writing, and the nominated manager of the Contractor.

4.6. Laws and Regulation

- 4.6.1. The Contractor shall adhere to all laws and regulations relating to the provision of the Project Services.
- 4.6.2. The Contractor shall comply in all material respects with applicable environmental laws and regulations in force from time to time in relation to the Services. Where the provisions of any such legislation are implemented by the use of voluntary agreements or codes of practice, the Contractor shall comply with such agreements or codes of practices as if they were incorporated into English law subject to those voluntary agreements being cited in tender documentation.
- 4.6.3. While at NICE's Offices, the Contractor shall comply, and shall ensure that its employees comply with, the requirements of relevant Health and Safety and other relevant legislation, including regulations and codes of practice issued thereunder, and with NICE's and any Beneficiary's own policies and procedures.
- 4.6.4. The Contractor shall at all times maintain a specific Health and Safety at Work policy relating to the employment of his own staff whilst carrying out their duties in relation to the Contract on the NICE's or any Beneficiary's premises. The Contractor shall ensure the co-operation of its employees in all prevention measures designed against fire, or any other hazards, and shall notify NICE's of any change in the Contractor's working practices or other occurrences likely to increase such risks or to cause new hazards.

4.7. Taxation

- 4.7.1. Where the Contractor or Key Individuals supplied by the Contractor are liable to be taxed in the UK in respect of consideration received under this contract, the Contractor shall, and ensure that the Key Individuals shall, at all times comply with the Income Tax (Earnings and Pension) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

- 4.7.2. Where the Contractor or Key Individuals are liable for National Insurance Contributions (NICs) in respect of consideration received under this contract, the Contractor shall, and ensure that the Key Individuals shall, at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- 4.7.3. NICE may, at any time during the term of this contract, request the Contractor to provide information which demonstrates:
- (a) how the Contractor or the Key Individuals comply with clauses 4.7.1 and 4.7.2 above; or why
 - (b) Clauses 4.7.1 and 4.7.2 are not applicable to the Contractor or the Key Individuals.
- 4.7.4. Where applicable, a request under clause 4.7.3 above may specify the information which the Contractor or the Key Individuals must provide and the period within which that information must be provided.
- 4.7.5. NICE may terminate this Contract if:
- (c) in the case of a request mentioned in clause 4.7.3 above:-
 - (i) The Contractor or the Key Individuals fails to provide information in response to the request within twenty [20] days, or
 - (ii) The Contractor or the Key Individuals provides information which is inadequate to demonstrate either compliance with clauses 4.7.1 and 4.7.2 above or why these clauses do not apply to either the Contractor or the Key Individuals;
 - (d) in the case of a request mentioned in clause 4.7.4 above the Contractor fails to provide the specified information within twenty [20] days, or
 - (e) it receives information which demonstrates that, at any time when clauses 2.7.1 and 2.7.2 apply to the Contractor, the Contractor is not complying with those clauses.

- 4.7.6. NICE may supply any information which it receives under Clause 2.7.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

5. OBLIGATIONS OF NICE

5.1. Monitoring

- 5.1.1. NICE shall monitor the provision of the Project Services at its discretion. To assist in this, the Contractor shall provide such written reports as NICE shall reasonably request.

6. TERM

- 6.1. Except for those clauses 10, 12, 15 and 16 which shall continue after this Agreement terminates, this Agreement shall begin on the date set out in clauses 1.8 or 1.9 and end on the date set out in clause 1.10. If there is no date in clause 1.10 then this Agreement shall continue until the Project Services are completed to the satisfaction of NICE or such other time as shall be notified by NICE to the Contractor.

7. PAYMENT

- 7.1. Subject to the due performance of the Contractor's obligations, NICE will pay all invoices submitted by the Contractor in accordance with Annex 4 within 30 days of their receipt.
- 7.2. The Contractor shall send all invoices, clearly quoting the contract number, to [REDACTED] alternatively the Contractor can register with [REDACTED] to send invoices electronically and have access to Tradeshift updates of the progress of invoices.
- 7.3. Invoices sent to NICE shall be accurate and correct in all respects.
- 7.4. NICE reserves the unconditional right to withhold payment of the final invoice or invoices until the Project Services are successfully concluded to the satisfaction of NICE and NICE receives a copy of any relevant work created as a result of the Project Services in a form acceptable to the NICE.

8. STAFF AND RESOURCES

- 8.1. The Contractor shall be fully responsible in every way for all its staff and all consultants (whether part-time or full-time).

- 8.2. The Contractor shall ensure that it complies with all current employment legislation and in particular, does not unlawfully discriminate within the meaning of the Equality Act 2010 (as amended) the Part Time Workers (Prevention of Less Favourable Treatment) Regulations 2000, the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, or any other relevant legislation relating to discrimination in the employment of employees for the purpose of providing the Services. The Contractor shall take all reasonable steps (at its own expense) to ensure that any employees employed in the provision of the Services do not unlawfully discriminate within the meaning of this Clause 6.2 and shall impose on any sub- contractor obligations substantially similar to those imposed on the Contractor by this Clause 6.2; and
- 8.3. in the management of its affairs and the development of its equality and diversity policies, the Contractor shall co-operate with NICE in respect of NICE's obligations to comply with statutory equality duties. The Contractor shall take such steps as NICE considers appropriate to promote equality and diversity, including race equality, equality of opportunity for disabled people, gender equality, and equality relating to religion and belief, sexual orientation and age in the provision of the Services.
- 8.4. The Contractor shall notify NICE immediately of any investigation of or proceedings against the Contractor under the Equality Act 2010 and shall cooperate fully and promptly with any requests of the person or body conducting such investigation or proceedings, including allowing access to any documents or data required, attending any meetings and providing any information requested.
- 8.5. The Contractor shall indemnify NICE against all costs, claims, charges, demands, liabilities, damages, losses and expenses incurred or suffered by NICE arising out of or in connection with any investigation conducted or any proceedings brought under the Equality Act 2010 due directly or indirectly to any act or omission by the Contractor, its agents, employees or sub-contractors.
- 8.6. 6
- 8.7. NICE shall have the right to be consulted on what staff will be appointed to provide the Project Services.
- 8.8. The Contractor undertakes to NICE that any Contractor employees assigned to NICE to supply the Project Services is a full-time employee of the Contractor and that employee shall not be transferred from this assignment without the prior written consent of NICE.

9. INSURANCE

- 9.1. The Contractor shall maintain an appropriate insurance policy to cover its liabilities to NICE under this Agreement.

- 9.2. The Contractor shall supply evidence of any relevant insurance policy to NICE in the form of a brokers letter if required.

10. INTELLECTUAL PROPERTY AND COPYRIGHT

- 10.1. NICE acknowledges and agrees that the Contractor and/or any third-party licensors own all the Intellectual Property Rights in the Contractor provided software and in any Project Services or Deliverables ("The Contractor's IP") and except as expressly stated herein, this Agreement does not grant the NICE any rights in respect of any of the Contractor's IP.
- 10.2. To the extent that the Project Services or Deliverables incorporate any of the Contractor's IP, the Contractor grants to NICE a royalty-free, non-exclusive licence to use the Contractor's IP to the extent required for NICE to secure the full benefit of the Project Services or Deliverables.
- 10.3. NICE's use right
- 10.3.1. The Parties acknowledge that the intellectual property rights of the Deliverable(s) shall at all times remain the property of the Contractor (and any third-party licensors).
- 10.3.2. When Deliverables are handed over to NICE and paid, NICE shall acquire a perpetual and royalty-free right to use said Deliverables for its group-internal business. This right also includes a right for NICE itself to further develop, modify or maintain the Deliverables, or to let a third party do so on NICE's behalf (provided NICE obliges such third party to not violate the Contractor's rights), although by doing so NICE acknowledges and accepts that the Contractor warranties will be considered void to the extent the Deliverables or Contractor's obligations associated herewith are affected by NICE's or its third party's actions.
- 10.4. The Contractor acknowledges and agrees that NICE and/or any third-party licensors own all the intellectual property rights in the NICE Materials. NICE grants to the Contractor a royalty-free, non-exclusive license to use such NICE Materials, but only as necessary for the Contractor to perform the Project Services in accordance with this Agreement.

11. PUBLIC REPUTATION OF THE PARTIES

- 11.1. Both Parties recognise the other Party's public reputation and legal responsibilities. Each Party shall use all reasonable endeavors not to harm or compromise these.

- 11.2. The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA and/or the DPA, the content of this Contract is not deemed Confidential Information solely where it related to information sole disclosed for the purposes of FOIA information requests. NICE shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA and/or the DPA.
- 11.3. Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for NICE to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public except that it shall redact the breakdown of the charges in the Agreement prior to sharing the Contract with the public, however the full contract value shall be published in-line with the UK government transparency agenda. And agrees to the public re-use of the documents provided that such reuse cites the source and do not misuse or deliberately mislead.

12. CONFIDENTIALITY

- 12.1. In respect of any Confidential Information it may receive from the other party ("the Discloser") and subject always to the remainder of this clause 12, each party ("the Recipient") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:
- 12.2. the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of the Contract;
- 12.3. the provisions of this clause 12 shall not apply to any Confidential Information which:
- (a) is in or enters the public domain other than by breach of the Contract or other act or omissions of the Recipient;
 - (b) is obtained by a third party who is lawfully authorised to disclose such information; or
 - (c) is authorised for release by the prior written consent of the Discloser; or
 - (d) the disclosure of which is required to ensure the compliance of NICE with the Freedom of Information Act 2000 (the FOIA).

- 12.4. Nothing in this clause 12 shall prevent the Recipient from disclosing Confidential Information to its profession and legal advisors and or where it is required to disclose Confidential Information by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law or, where the Contractor is the Recipient, to the Contractor's immediate or ultimate holding company provided that the Contractor procures that such holding company complies with this clause 12 as if any reference to the Contractor in this clause 12 were a reference to such holding company.
- 12.5. The Contractor authorises NICE to disclose the Confidential Information to such person(s) as may be notified to the Contractor in writing by NICE from time to time to the extent only as is necessary for the purposes of auditing and collating information so as to ascertain a realistic market price for the goods supplied in accordance with the Contract, such exercise being commonly referred to as "benchmarking". NICE shall use all reasonable endeavours to ensure that such person(s) keeps the Confidential Information confidential and does not make use of the Confidential Information except for the purpose for which the disclosure is made. NICE shall not without good reason claim that the lowest price available in the market is the realistic market price.
- 12.6. The Contractor acknowledges that NICE is or may be subject to the FOIA. The Contractor notes and acknowledges the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) and the Environmental Information Regulations 2004 as may be amended, updated or replaced from time to time. The Contractor will act in accordance with the FOIA, these Codes of Practice and these Regulations (and any other applicable codes of practice or guidance notified to the Contractor from time to time) to the extent that they apply to the Contractor's performance under the Contract.
- 12.7. The Contractor agrees that:
- 12.7.1. Without prejudice to the generality of clause 12.2, the provisions of this clause 12 are subject to the respective obligations and commitments of NICE under the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) and the Environmental Information Regulations 2004;
 - 12.7.2. subject to clause 12.7.3, the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for NICE;

- 12.7.3. where NICE is managing a request as referred to in clause 12.7.2, the Contractor shall co-operate with NICE and shall respond within five (5) working days of any request by it for assistance in determining how to respond to a request for disclosure.
- 12.8. The Contractor shall and shall procure that its sub-contractors shall:
 - 12.8.1. transfer any request for information, as defined under section 8 of the FOIA, to NICE as soon as practicable after receipt and in any event within five (5) working days of receiving a request for information;
 - 12.8.2. provide NICE with a copy of all information in its possession or power in the form that NICE requires within five (5) working days (or such other period as NICE or a Beneficiary may specify) of NICE or a Beneficiary requesting that Information; and
 - 12.8.3. provide all necessary assistance as reasonably requested by NICE to enable NICE to respond to a request for information within the time for compliance set out in section 10 of the FOIA.
- 12.9. NICE may consult the Contractor in relation to any request for disclosure of the Contractor's Confidential Information in accordance with all applicable guidance.
- 12.10. This clause 12 shall remain in force without limit in time in respect of Confidential Information which comprises Personal Data or which relates to a patient, his or her treatment and/or medical records. Save as aforesaid and unless otherwise expressly set out in the Contract, this clause 12 shall remain in force for a period of 3 years after the termination or expiry of this Contract.
- 12.11. In the event that the Contractor fails to comply with this clause 12, NICE reserves the right to terminate the Contract by notice in writing with immediate effect.

13. GIFTS AND PAYMENTS OF COMMISSION

- 13.1. The Contractor shall not offer or give to any member of staff of NICE or a member of their family any gift or consideration of any kind (including the payment of commission) as an inducement or reward for doing something or not doing something or for having done something or having not done something in relation to the obtaining of or execution of this Agreement or any Agreement with NICE. This prohibition specifically includes the payment of any fee or other consideration for any work in respect of or in connection with the Project Services carried out by a member of staff of NICE to that member of staff or to a member of their family.

- 13.2. Any breach of this condition by the Contractor or anyone employed by the Contractor (with or without the knowledge of the Contractor) or the commission of any offence under the Bribery Act 2010 shall entitle NICE to terminate this Agreement immediately and/or to recover from the Contractor any payment made to the Contractor.

14. INDEMNITY

- 14.1. If the Contractor shall breach this Agreement in any way:

14.1.1. that causes a third party to claim losses, costs or damages for infringement of its intellectual property used by the Contractor pursuant to the Project Services and/or Deliverables; and/or

14.1.2. in regard to any breach of clause 12 (confidentiality),

then it shall fully indemnify NICE from any direct losses, costs, damages or expenses of any kind, which arise out of or are connected with that breach.

15. LIMITATION OF LIABILITY

- 15.1. Other than a breach of confidential information which shall remain unlimited, the aggregate liability of the Contractor for any breach of its obligations (whether in contract, tort or otherwise) or for any negligent act or omission or wilful misconduct of the Contractor or the Contractor's personnel shall in no event exceed a sum equal to 125% of the charges paid and payable by NICE under this Agreement.

- 15.2. Except as expressly and specifically provided in this Agreement:

15.2.1. in no event shall the Contractor have any liability for any damage caused by errors or omissions in any NICE information, instructions or scripts provided to the Contractor by NICE in connection with the Project Services or Deliverables, or any actions taken by the Contractor at NICE's direction; and

15.2.2. all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement.

- 15.3. Neither party excludes or limits its liability to the other for fraud or for death or personal injury resulting from its negligence or any breach of any obligations under this Agreement.

- 15.4. In no event shall the Contractor have any liability for any lost profits, revenue or any indirect, incidental, special, or consequential damages, whether based on breach of contract, tort (including negligence), product liability or otherwise, and whether or not the Contractor has been advised of the possibility of such damage, arising in any way from, out of, or relating to this Agreement. The existence of more than one claim will not enlarge or extend this limit. No person who is not a party to this Agreement shall be entitled to enforce any terms of the same under the Contract (Rights of Third Parties) Act 1999 or otherwise.
- 15.5. The direct costs, losses or expenses that may arise from breaches of this Agreement shall include but not be limited to NICE's re-procurement costs for the Project Services and Deliverables under this Agreement.

16. TERMINATION

This Agreement shall terminate in the following circumstances -

16.1. Breach

- 16.1.1. In the event that either Party fails to observe or perform any of its obligations under this Agreement in any way then that Party shall be given an opportunity to remedy the failure to observe or perform the obligation within a period of 20 days; but
- 16.1.2. If the breach complained of by a Party, cannot be remedied within the period of 20 days, then this Agreement shall end immediately on the service of such notice on the other Party;
- 16.1.3. If the breach complained of is remedied within the 20 day period this Agreement shall not end.

16.2. Repeat of Breach

- 16.2.1. Either Party reserves the right to end this Agreement immediately by written notice if a Party repeats any breach of this Agreement after receiving a written notice from the other Party warning that repetition of the breach shall or may lead to termination (whether or not the repeated breach is remedied within 20 days);

16.3. Insolvency

- 16.3.1. This Agreement shall end immediately if the Contractor goes into liquidation or suffers a receiver or administrator to be appointed to it or to any of its assets or makes a composition with any of its creditors, or is in any other way unable to pay its debts;

16.4. Change of Management Control

16.4.1. NICE reserves the right to immediately end this Agreement upon any change of the Contractor's management or control within 28 days of NICE finding out of such change. The Contractor shall use reasonable endeavours to notify NICE of any such change of management or control as soon as reasonably practicable.

16.5. Unsatisfactory Evaluation of the Project Services

16.5.1. In the event that the outcome of any evaluation of the Project Services carried out by NICE under this Agreement is unsatisfactory NICE may terminate this Agreement on 30 days' written notice.

16.5.2. In addition to its rights under any other provision of the contract NICE may terminate the contract at any time by giving the contractor three months' written notice subject to NICE paying the Contractor for all work performed pursuant to the Project Services and the Deliverables by the Contractor up until the effective date of termination including any Contractor committed costs which cannot be cancelled or refunded to the Contractor.

17. MISCELLANEOUS

It is further agreed between the Parties:

17.1. Waiver

17.1.1. No waiver or delay in acting upon or by NICE of any of the requirements of this Agreement shall release the Contractor from full performance of its remaining obligations in this Agreement.

17.2. Whole Agreement

17.2.1. The Parties acknowledge that this Agreement contains the whole Agreement between the Parties and supersedes all previous agreements whether express or implied.





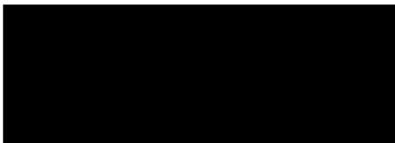

17.3. Variation

17.3.1. This Agreement cannot be varied except in writing and signed by the lawful representatives of both Parties.





17.4. Governing Law

17.4.1. This Agreement shall be governed in all respects by English Law.

Signed for and on behalf of NICE

Signature	Name and title	Date
NICE Procurement		
	 Associate Director Commercial	16 Dec 2024
NICE Contract Manager		
	 Associate Director, Data management and Information Architecture	13 Dec 2024
NICE Budget Holder		
	 Deputy Director, Planning Delivery & Oversight • DIT Strategy and Governance Team	15 Dec 2024

Signed for and on behalf of the Contractor

Signature	Name and title	Date
Account Manager		
	 Account manager	13 Dec 2024
A Clifton		
	 Senior Commercial Manager	14 Dec 2024

This contract is not valid until all Signatures have been completed

ANNEX 1

The Project Services

- 1.1. This phase will include 5 enterprise level users and 10 users in the NICE Advice team and Brand & Marketing team. The supplier shall ensure that the base configuration considers the needs of other teams to be onboarded following a successful initial implementation for NICE Advice. All the foundational and base configuration outcomes will be designed to scale with the minimum necessary effort to the rest of the organisation in a later phase.
- 1.2. The supplier shall ensure the following deliverables are completed, alongside project governance:
 - 1.2.1. Validate the existing requirements and data model that have been provided by NICE for the NICE Advice 'sales funnel' and 'acceptance to signing' processes
 - 1.2.2. Agree the 'must-have' NICE Advice team requirements to produce an MVP specification
 - 1.2.3. Agree the 'must-have' enterprise requirements across the following three business areas:
 - 1.2.3.1. NICE Advice
 - 1.2.3.2. Implementation and Partnerships
 - 1.2.3.3. Brand and Marketing
 - 1.2.4. Produce the following artefacts:
 - 1.2.4.1. Business Model Canvas
 - 1.2.4.2. Value Map
 - 1.2.5. Creation of user stories, to meet the agreed requirements, including the test criteria, and priority rating of the user stories.
 - 1.2.6. Technical set up and environments for Dynamics, ensuring security and governance that aligns to Microsoft best practice.
 - 1.2.7. Base configuration – Accounts, Contacts, Organisational units, Process flow, Outlook, Teams, and SharePoint setup

based on the user stories.

1.2.8. Optimise NICE advice team on top of base config again based on the user stories and acceptance criteria.

1.2.9. End user testing, UAT assistance, training and go live.

1.3. Agreed standards and ways of working:

1.3.1. Technology code of practice

1.3.2. Government Digital Service Standard

1.3.3. The work will be done as part of a multidisciplinary team (Business Analyst, Product Owner, Delivery Manager, 365 Solution Specialist and Data Architect, Dynamics Solutions Architect).

ANNEX 2

Project milestones for each meeting for tasks to be undertaken by the contractor

Milestone	Date to be Completed
Requirements validation and agreement	
User stories including test criteria priority	
Technical set up and environments for Dynamics	
Baseline Configuration	
NICE Advice team process development on top of base configuration (including user acceptance testing)	
Launch NICE Advice business unit on Dynamics	

ANNEX 4

Payment

Schedule for payment for the Services, timing and method of payment.

Date of meeting and amount of funding		Financial Year	Date(s) for Submission of Invoice(s)
Project Governance (2 days)			
Net	£ [REDACTED]		
VAT (if applicable)	£ [REDACTED]		
TOTAL	£ [REDACTED]	2024/25	[REDACTED]
Creation of User Stories from value requirements, test criteria, priority rating (21 days)			
Net	£ [REDACTED]		
VAT (if applicable)	£ [REDACTED]		
TOTAL	£ [REDACTED]	2024/25	[REDACTED]
Technical Set up and Environments (4 days)			
Net	£ [REDACTED]		
VAT (if applicable)	£ [REDACTED]		
TOTAL	£ [REDACTED]	2024/25	[REDACTED]
Base Configuration (5 days)			
Net	£ [REDACTED]		
VAT (if applicable)	£ [REDACTED]		
TOTAL	£ [REDACTED]	2024/25	[REDACTED]
Optimised NICE Advice on new configuration (5 days)			
Net	£ [REDACTED]		
VAT (if applicable)	£ [REDACTED]		
TOTAL	£ [REDACTED]	2024/25	[REDACTED]
Training, End-to-end testing, UAT assistance, Go-Live (4 days)			
Net	£ [REDACTED]		
VAT (if applicable)	£ [REDACTED]		
TOTAL	£ [REDACTED]	2024/25	[REDACTED]
GRAND TOTAL	£48,000 (exc VAT)		



Document generated

Document fingerprint

Parties involved with this document

Document processed **Party + Fingerprint**

Audit history log

Date	Action
------	--------

[illegible]

[REDACTED]

[REDACTED]