

NATIONAL INSTITUTE FOR HEALTH AND CARE EXCELLENCE AGREEMENT FOR KNOWLEDGE TRANSFER SERVICES

Between:

Department of International Trade
Old Admiralty Building
London
SW1A 2AY

And

NICE
Level 1A, City Tower
Piccadilly Plaza
Manchester M1 4BT
United Kingdom

Knowledge Transfer engagement in relation to “Supporting the Ministry of Health in Ukraine in their efforts on health technology assessment (HTA): Technical Training from NICE International”

CONTRACT NUMBER	SA270224	PROJECT CODE	SE374b
DATE SERVICES START	27/02/2024	DATE SERVICES END	31/03/2024

Department for Business and Trade (hereafter, “the Client”) wishes to engage the services of the National Institute for Health and Care Excellence (NICE), to provide comprehensive expertise and experience in the field of HTA.

NICE agrees to render services pursuant to this Agreement.

Therefore, the parties agree as follows:

1. Definitions

1.1. In this Agreement the following expressions shall have the following meanings:-

"Agreement"	this Agreement and any Annexes attached to it.
"the Client"	Department for Business and Trade, or any affiliate, partner, employee, affiliate’s employee, agent, in-licensed or co-promoted product provider, sub-contractor or other lawful representative of the Department for Business and Trade.
"NICE"	the National Institute for Health and Care Excellence of Level 1A City Tower, Piccadilly Plaza, Manchester, M1 4BT.
"NICE Representatives"	"NICE" and any sub-contractor
"the Project Services"	the Project Services set out in 2.1 as more fully described in Annex 1.

“the Beneficiary” Representatives of the Ministry of Health Ukraine that have been invited by the Client to participate in the Project Services.

2. Subject Matter of the Agreement

- 2.1. NICE representatives shall present for the Client, to the Beneficiary, according to the schedule below addressing the points in Annex 1:

Event:	Session 1a
Venue:	Virtual
Subject:	Conducting and interpreting evidence synthesis
Date:	27 & 29 February 2024
Time/Duration:	6 hours

Event:	Session 1b
Venue:	Virtual
Subject:	How NICE committees use systematic reviews in decision making
Date:	4 March 2024
Time/Duration:	2 hours

Event:	Session 2a
Venue:	Virtual
Subject:	Critical appraisal of evidence submissions
Date:	1 March 2024
Time/Duration:	2 hours

Event:	Session 2b
Venue:	Virtual
Subject:	How NICE uses the External Assessment Group (EAG) report in decision making
Date:	5 March 2024
Time/Duration:	2 hours

Event:	Session 3a
Venue:	Virtual

Subject:	Conducting and interpreting indirect treatment comparisons: Introduction and pairwise meta-analysis
Date:	7 March 2024
Time/Duration:	3.25 hours

Event:	Session 3b
Venue:	Virtual
Subject:	Conducting and interpreting indirect treatment comparisons: Network meta-analysis and population adjustment methods
Date:	12 March 2024
Time/Duration:	3.25 hours

Event:	Session 4a
Venue:	Virtual
Subject:	Conducting and appraising economic evaluations and modelling
Date:	14, 15 & 18 March 2024
Time/Duration:	9 hours

Event:	Session 4b
Venue:	Virtual
Subject:	How NICE uses economic models in decision making
Date:	22 March 2024
Time/Duration:	2 hours

Event:	Session 5
Venue:	Virtual
Subject:	How NICE evaluates non-pharmaceutical technologies
Date:	21 March 2024
Time/Duration:	4 hours

3. Payment

- 3.1. NICE will receive a fee for the proper performance of the services to be provided hereunder. A basic fee of £45,520.00 shall be charged to the Client, which will

include the time incurred by NICE and/or its affiliates to prepare and deliver the services in the table in clause 1.1. A breakdown of the fee can be found in the table below:

Phase 2	Fee (pounds sterling)
Delivery of a technical training	£40,000.00
Written summary report with recommendations	£5,520.00
Total	£45,520.00

- 3.2. The Client shall be responsible for all its own costs for travel, hotel, meals and drinks and NICE shall not reimburse such costs.
- 3.3. The remuneration and reimbursement pursuant to Section 2.1 is considered net of Value Added Tax ("VAT"). The Client will additionally pay VAT as legally required. NICE shall be responsible for all other taxes payable on account of payments made by the Client hereunder.
- 3.4. Any payments hereunder will be made by the Client upon receipt of (i) a proper invoice (to be issued in the name of NICE) which meets all requirements according to applicable legal VAT rules. Payments will be made **within 30 days of receipt of the invoice** and to the following account of NICE:

Bank:	Redacted Under FOIA Section 43, Commercial interests
Bank address	Redacted Under FOIA Section 43, Commercial interests
Sort Code:	Redacted Under FOIA Section 43, Commercial interests
Account Name	Redacted Under FOIA Section 40, Personal Information
Account Number	Redacted Under FOIA Section 43, Commercial interests
Swift:	Redacted Under FOIA Section 43, Commercial interests
IBAN:	Redacted Under FOIA Section 43, Commercial interests

- 3.5. Invoices shall be sent to the following address: Department of International Trade, Old Admiralty Building, London, SW1A 2AY with the Event Name given in the reference line.

4. Compliance

- 4.1. The parties declare that this Agreement is in no way associated with any business or sales activities between the parties hereto and in particular the NICE representatives are by no means obligated to prescribe, recommend or purchase any goods from the Client.

- 4.2. The NICE representatives agree to comply with all applicable laws and regulations as made aware to the NICE representatives by the Client in the performance of the NICE's obligations pursuant to this Agreement.
- 4.3. The NICE representatives, on behalf of NICE, represent and warrant that: (a) The NICE representatives have received all necessary approvals in connection with entering into this Agreement and performing the services to be provided hereunder, (b) compliance with the terms of this Agreement and performance of the services do not and will not breach or conflict with (i) any other agreement or arrangement to which the NICE representatives are a party or (ii) any statutory or internal regulations the NICE representatives are subject to; (c) compliance with the terms of this Agreement and performance of the services do not and will not breach any agreement to keep in confidence proprietary information acquired in confidence or in trust; and (d) during performance of the services, the NICE representatives will not disclose to the Client, or induce the Client to use, any proprietary information belonging to a third party.
- 4.4. The Client agrees that the fact of the NICE representatives providing these Services is not relevant to any decision taken or to be taken by NICE about any of the Client's products and further the Client agrees it shall not raise the fact of such Services, in any communication or submission to NICE's Appraisal Committee, Guideline Development Group, or any other part of NICE, in connection with any decision taken or to be taken by NICE about any of the Client's products

5. Term

- 5.1. This Agreement comes into force as 27/02/2024 and continues until both parties have fulfilled their respective obligations set forth in Sections 2 and 3 hereof.
- 5.2. The terms set forth in Section 6 and 12 shall survive any termination or expiration of this Agreement.

6. Confidentiality

- 6.1. In respect of any Confidential Information, ("Confidential Information" shall mean any information which is labelled as being confidential at the time of its disclosure by one party to the other party under this Agreement) it may receive from the other party ("the Discloser") and subject always to the remainder of this clause 5, 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:
- 6.2. 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 Agreement;
- 6.3. the provisions of this clause 6 shall not apply to any Confidential Information which:
 - 6.3.1. is in or enters the public domain other than by breach of the Agreement or other act or omissions of the Recipient;

- 6.3.2. is obtained by a third party who is lawfully authorised to disclose such information;
- 6.3.3. is authorised for release by the prior written consent of the Discloser; or
- 6.3.4. disclosure is required to ensure NICE's compliance with the law including, but not exclusively, the Freedom of Information Act 2000 (the FOIA).
- 6.4. Nothing in this clause 6 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law.
- 6.5. To the extent that, in connection with this agreement, the Client provides NICE with information which the Client has indicated is exempt from disclosure under the Freedom of Information Act 2000 ("Exempt Information"), NICE agrees to notify the Client, as soon as reasonably possible, of any request received by NICE and before making any disclosure of the Client's Exempt Information. NICE shall take account of any representations made within a reasonable time by the Client about the applicability of the FOIA exemptions to such Exempt Information.
- 6.6. The Client agrees that the decision on the disclosure of any recorded information under FOIA rests solely with NICE.

7. Right of Use of Presentation Materials

- 7.1. NICE hereby grants to the Client and the Beneficiary a, royalty-free, non-exclusive licence to publish for the sole purpose of the Event, translate into other languages, the presentation that is supplied by NICE pursuant to this Agreement. All other usage rights are excluded.
- 7.2. All Intellectual Property owned by or licensed to either Party prior to the commencement of this Agreement will remain the property of that Party or the licensor to that Party as appropriate.
- 7.3. Any material produced under the agreement (including, but not limited to, documents, reports, slide sets, publications and all electronic publications including websites) remains the property of NICE, and/or its subcontractor, where applicable.

8. Warranties

- 8.1. NICE warrants that it will perform the services with reasonable care and skill. NICE's obligation and the Client's remedy for any breach of this warranty is that NICE will re-perform any non-conforming services as soon as reasonably practical, provided that the Client gives NICE written notice of any breach within 30 days after the non-conforming services are performed. NICE will have no other liability for any breach of the warranty in this clause 8 if it re-performs the non-conforming services in compliance with such warranty.
- 8.2. The express representations, warranties and obligations of NICE in this Agreement are made expressly in place of and to the exclusion of (to the fullest

extent permitted by law) all other representations, warranties, terms and conditions, express or implied, statutory or otherwise, relating to anything supplied or to be supplied and services provided or services to be provided by or on behalf of NICE under or in connection with this Agreement including without limitation any implied terms as to performance, fitness for a particular purpose, satisfactory quality or otherwise relating to the advice and deliverables or any part.

9. Force Majeure

- 9.1. Neither party will be liable for any delays or failures in performance or breach of contract due to events or circumstances beyond the reasonable control of either party.

10. Termination

- 10.1. If the Client terminates the Agreement for any reason prior to the Event, NICE may immediately invoice the Client for all travel and accommodation cost incurred by NICE. NICE also reserves the right to invoice the Client for any costs associated with preparation of the services from the date services start, up to the date of termination. The Client will pay NICE within 30 days of receipt of such invoice.
- 10.2. On termination of this Agreement for whatever reason, NICE will immediately return to the Client all material supplied to NICE.

11. Sub-Contractors

- 11.1. NICE may sub-contract the provision of the Project Services or any part to any person, but such sub-contracting will not relieve NICE from its obligations under the Agreement.
- 11.2. NICE shall notify the Client of the use of any sub-contractors to carry out any part of the Project Services.
- 11.3. NICE shall ensure that any sub-contractors it uses adheres to the obligations of this Agreement as if they were NICE.

12. Whole Agreement

- 12.1. The parties acknowledge that this Agreement contains the whole Agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements whether expressed or implied with respect to the subject matter hereof. The parties also acknowledge that they have not relied on any representation made to them in entering into this contract, and save for any fraudulent misrepresentations made on its behalf no party shall be liable for any other representations including negligent misrepresentations.
- 12.2. If any provision of the Agreement is determined to be illegal, void or unenforceable in whole or in part, such provision or the affected part shall be deemed not to form part of this Agreement but all other provisions together with the remainder of the affected provision shall remain in full force and effect.

- 12.3. No persons other than NICE and the Client shall have any rights under this Agreement whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise
- 12.4. This Agreement cannot be varied except by the written consent of the nominated officers of both Parties

13. Miscellaneous

- 13.1. Neither party shall use the name, logos or trade names or product trademarks owned by the other party or its affiliates in any public announcement, press release or other public document without the other party's prior written consent.
- 13.2. Both the Client and NICE recognise the importance of the public reputation and legal responsibilities of each other. Neither Client nor NICE will do anything either directly or indirectly to harm this.
- 13.3. The Client shall not offer any payment or gift to any member of NICE or their family and shall act in all respects in compliance with the Bribery Act 2010. Breach of this clause will result in immediate termination of this agreement without penalty to NICE

14. Governing Law

- 14.1. Each party submits to the exclusive jurisdiction of the English courts and agrees that the Agreement is to be governed and construed according to English law.

Please study this letter carefully. It should not be signed unless you understand and agree its contents. It should be signed by an authorised signatory and returned, via Signable, as soon as possible.

Redacted' Under FOIA Section 40, Personal Information

NICE REPRESENTATIVE

DATE:

04 Mar 2024

Redacted' Under FOIA Section 40, Personal Information

NICE OFFICER

DATE:

04 Mar 2024

Redacted' Under FOIA Section 40, Personal Information

NICE Procurement

DATE:

04 Mar 2024

Redacted' Under FOIA Section 40, Personal Information



Department for Business and Trade

DATE: 04 Mar 2024

This contract is not valid until all Signatures have been completed

ANNEX 1

The Project Services

- 1.1. NICE representatives will participate in the sessions as outlined in 1.2 below.
- 1.2. It is anticipated that the content of phase 2 will broadly cover the following topic areas:

Sessions	Delivered by	Estimated timing
<p>Session 1a: Conducting and interpreting evidence synthesis</p> <ul style="list-style-type: none">• Applicability and robustness of methods of the systematic review:<ul style="list-style-type: none">○ What assessments SchARR undertakes for NICE: STAs, MTAs, FTAs, etc.○ Systematic review (SR) guidelines and framework for study inclusion○ Protocol for the systematic review○ Searching for the evidence○ Study selection and data extraction○ Risk of bias assessment of included studies○ Undertaking the synthesis○ Risk of bias assessment of systematic reviews• Each stage of the SR process will include an overview for delegates on:<ul style="list-style-type: none">○ Why robust and transparent SR methods are important○ What constitutes robust SR methods and what pitfalls to look out for○ How pitfalls observed in appraisals are conveyed to the end user	NICE and academic partner	6 hours
<p>Session 1b: How NICE committees use systematic reviews in decision making</p> <ul style="list-style-type: none">• To assess the generalisability of the evidence base outlined in the systematic review• To consider the strength and direction of the effect sizes• To interpret the findings	NICE	2 hours
<p>Session 2a: Critical appraisal of evidence submissions</p> <ul style="list-style-type: none">• The anatomy of a submission• Other sources of information• Using clinical advisors• How to read and appraise the clinical evidence• Key issues to consider	NICE and academic partner	2 hours

<ul style="list-style-type: none"> Identifying key issues for the decision-making body 		
<p>Session 2b: How NICE uses the External Assessment Group (EAG) report in decision making</p> <ul style="list-style-type: none"> To identify the key findings of the EAG team To understand any gaps in the evidence and the impact these may have on committee decision-making To understand challenges around uncertainty in the evidence base and possible solutions 	NICE	2 hours
<p>Session 3a: Conducting and interpreting indirect treatment comparisons: Introduction and pairwise meta-analysis Overview of evidence synthesis and indirect treatment comparisons</p> <ul style="list-style-type: none"> Pairwise meta-analysis Bayesian pairwise meta-analysis Additional examples with implementation 	NICE and academic partner	3.25 hours
<p>Session 3b: Conducting and interpreting indirect treatment comparisons: Network meta-analysis and population adjustment methods</p> <ul style="list-style-type: none"> Network meta-analysis (NMA). Examples with implementation Population adjustment methods Informing cost-effectiveness models 	NICE and academic partner	3.25 hours
<p>Session 4a: Conducting and appraising economic evaluations and modelling Introduction to CEA</p> <ul style="list-style-type: none"> Conceptualising a model Modelling – decision trees Markov models – key issues Health state utility values Searching for and reviewing cost-effectiveness evidence Part Survival models Model validation 	NICE and academic partner	9 hours
<p>Session 4b: How NICE uses economic models in decision making</p> <ul style="list-style-type: none"> To estimate the technology's relative clinical effectiveness and value for money compared with established practice in the NHS. To encourage consistency in analytical approaches while reflecting particular circumstances of each topic area 	NICE	2 hours
<p>Session 5: How NICE evaluates non-pharmaceutical technologies</p>	NICE	4 hours

<ul style="list-style-type: none"> • Key methodological differences when assessing medical technologies including digital apps and AI and Diagnostic tools • Similarities and differences between HTA for medicines and HTA for non-pharmaceuticals including timelines, process, appeals. 		
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- 1.3. Representatives from NICE will attend this session and will provide their perspective on matters relating to NICE's products, processes and methodology based on the experiences of NICE in England. The representatives will not be expected to discuss, present on, or answer questions on issues unrelated to NICE.
- 1.4. NICE's participation in this phase is strictly limited to the agreed session(s) in February and March 2024, of which dates are to be confirmed, only. NICE is not required to deliver any other sessions at this event, or to participate in any other preparatory meetings, training courses or sessions, teleconferences, interviews, meetings, and/or any other activities, taking place either before, during, or after this session.
- 1.5. When invited to do so by the Client, NICE may choose to participate in activities or meetings relating to this event and which are beyond the obligations specified in this Agreement. Any additional participation is entirely at the discretion of NICE and cannot be interpreted as establishing or implying any current or future obligations on NICE beyond those obligations specified in this Agreement.
- 1.6. Following the training, NICE will produce a short summary report outlining the objectives achieved through the delivery of the technical training and the proposed recommendations for next steps to support future collaboration activities.



Issuer

National Institute for Health and Care Excellence

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