

NATIONAL INSTITUTE FOR HEALTH AND CARE EXCELLENCE CONSULTANCY AGREEMENT FOR SPECIFIC PROJECT SERVICES

1. BASIC DETAILS

1.1.	NAME AND ADDRESS OF CONTRACTOR (including Company Registration Number if relevant)	Engaging Works Group (T/A WorkL for Business) - #07946689 Mole End Shorts Green Lane, Motcombe, Shaftesbury, Dorset. SP7 9PA		
1.2.	DESCRIPTION OF CONTRACTOR	Survey Research Consultancy		
1.3.	DESCRIPTION OF PROJECT SERVICES	Provision of Staff Engagement Survey Service		
1.4.	NICE BUDGET HOLDER	<div style="background-color: black; width: 100px; height: 15px;"></div>		
1.5.	NICE PROJECT MANAGER	<div style="background-color: black; width: 100px; height: 15px;"></div>		
1.6.	NOMINATED MANAGER OF CONTRACTOR	<div style="background-color: black; width: 250px; height: 15px;"></div>		
1.7.	CONTRACTOR AUTHORISED SIGNATORY	<div style="background-color: black; width: 250px; height: 15px;"></div>		
1.8.	DATE AGREEMENT SIGNED	17	10	2022
1.9.	DATE AGREEMENT COMES INTO EFFECT (IF DIFFERENT FROM ABOVE)	14	09	2022
1.10.	DATE AGREEMENT ENDS (IF FIXED DATE)	13	09	2025
1.11.	CONTRACT NUMBER	<div style="background-color: black; width: 100px; height: 15px;"></div>		
1.12.	PROJECT NUMBER	<div style="background-color: black; width: 200px; height: 15px;"></div>		

IT IS AGREED AS FOLLOWS

2. DEFINITIONS

"Agreement"	this Agreement and any Annexes attached to it.
"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; (iii) all applicable Law about the processing of personal data and privacy;
"Data Subject, Data Protection Officer"	the meaning given in the GDPR, DAP 2018
"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)
"NICE"	The National Institute for Health and Care Excellence, Level 1A, City Tower, Piccadilly Plaza, Manchester. M1 4BT

“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
"the Contractor"	the person in 1.1 or any partner, employee, agent, sub-contractor or other lawful representative of the person in 1.1.
"the Milestones"	the milestones as set out in Annex 2.
"the 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 its best 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 ensure that any sub-contractor it uses adheres to the obligations of this Agreement as if the sub-contractor were the Contractor.

4.3. Instructions

- 4.3.1. The Contractor shall comply fully with the 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 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:
 - (a) 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;

(b) 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

(c) it receives information which demonstrates that, at any time when clauses 4.7.1 and 4.7.2 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 4.7.3 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 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 NICE, [REDACTED]
[REDACTED] alternatively the Contractor can register with [REDACTED]
[REDACTED] to send invoices electronically and have access to [REDACTED] 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 8.2 and shall impose on any sub-contractor obligations substantially similar to those imposed on the Contractor by this Clause 8.2; 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. The Contractor shall impose on any sub-contractor obligations substantially similar to those imposed on the Contractor by this Clause 8.
- 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 person 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 a copy of any relevant insurance policy to NICE together with proof of payments of all premiums if required.

10. INTELLECTUAL PROPERTY AND COPYRIGHT

- 10.1. The Contractor recognises that the Intellectual Property and Copyright in any work which is created as a result of the Project Services by the Contractor or its servants, agents, consultants or independent contractors shall belong to NICE.
- 10.2. In consideration of NICE paying for the Project Services the Contractor with full title guarantee assigns or agrees to procure the assignment to NICE of all vested contingent and future Intellectual Property rights and Copyright in any work created as a result of the Project Services to hold to NICE its successors and assigns absolutely throughout the world for the full period of those rights.
- 10.3. The Contractor warrants to NICE that in relation to any work created by itself, its servants, agents, consultants or independent contractors, as a result of the Project Services, that:-
 - 10.3.1. such work is not a violation of any existing copyright anywhere;
 - 10.3.2. such work does not contain anything objectionable, obscene or libellous;
 - 10.3.3. all statements contained in any such work which purport to be facts are true.
- 10.4. If the Contractor incorporates any copyrightable work in any work it produces or has produced on its behalf then it shall ensure that appropriate permissions to use that work are obtained in writing. The NICE Project Manager shall have the right to see such permissions.
- 10.5. The Contractor shall procure that any independent author or part-author of any copyrightable material created as a result of the Project Services, assigns the copyright with full title guarantee to NICE and waives any moral rights under the Copyright, Designs and Patents Acts 1988. Any assignment and/or waiver under this sub-clause shall be on NICE's standard terms set out in Annex 3. The Contractor shall do this as soon as reasonably possible after the creation of any such work.
- 10.6. It is the policy of NICE to associate authors with their works. However, there may be exceptional circumstances where this would be to the detriment of NICE. In an exceptional circumstance NICE, as copyright owner, would reserve the right to disassociate the author from the work.

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 endeavours 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 Confidential Information. 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. 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 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 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. Data Protection

- 13.1. 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:
- 13.1.1. to maintain technical and organisational security measures sufficient to comply with the obligations imposed on NICE and the Contractor by the Data Protection Legislation.
 - 13.1.2. only to process Personal Data for and on behalf of NICE, in accordance with the instructions of NICE as describe in Annex 5 and for the purpose of performing the Services in accordance with the Contract and to ensure compliance with the Data Protection Legislation.
- 13.2. Parties acknowledge that for the purposes of the Data Protection Legislation, NICE is the Controller and the Contractor is the Processor. We (Engaging Works Group, T/A WorkL for Business) are the data processor and will process the data for NICE for the purpose of the contracted surveys. The data is held on WorkL's secure UK based AWS servers. The data will be returned to the data controller (NICE) in an anonymised format.
- 13.3. The Contractor shall only process Personal Data as authorised by NICE and described in Annex 5 and shall not process or use the Personal Data for any other purpose. The details in Annex 5 may not be determined by the Contractor.
- 13.4. The Contractor shall notify NICE immediately if it considers that any of NICE instructions infringe the Data Protection Legislation.
- 13.5. 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:

- 13.5.1 a systematic description of the envisaged processing operations and the purpose of the processing;
 - 13.5.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - 13.5.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 13.5.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 13.6 The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- 13.6.1 process that Personal Data only in accordance with Annex 5, 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;
 - 13.6.2 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:
 - a) nature of the data to be protected;
 - b) harm that might result from a Data Loss Event;
 - c) state of technological development; and
 - d) cost of implementing any measures;
 - 13.6.3 ensure that:
 - a) the Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Annex 5);
 - b) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and
 - c) ensure that they:
 - i. are aware of and comply with the Contractor's duties under this clause;
 - ii. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - iii. 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 NICE or as otherwise permitted by this Agreement; and
 - iv. have undergone adequate training in the use, care, protection and handling of Personal Data; and

- d) not transfer Personal Data outside of the EU unless the prior written consent of NICE has been obtained and the following conditions are fulfilled:
 - i. 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;
 - ii. the Data Subject has enforceable rights and effective legal remedies;
 - iii. 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
 - iv. the Contractor complies with any reasonable instructions notified to it in advance by NICE with respect to the processing of the Personal Data;
- e) at the written direction of the 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.

13.7 Subject to clause 13.8, the Contractor shall notify NICE immediately if it:

- a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - b) receives a request to rectify, block or erase any Personal Data;
 - c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - e) 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
- f) becomes aware of a Data Loss Event.

13.8 The Contractor's obligation to notify under clause 13.7 shall include the provision of further information to NICE in phases, as details become available.

13.9 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 13.7 (and insofar as possible within the timescales reasonably required by the NICE) including by promptly providing:

- 13.9.1 NICE with full details and copies of the complaint, communication or request;
 - 13.9.2 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;
 - 13.9.3 NICE, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 13.9.4 assistance as requested by NICE following any Data Loss Event;
 - 13.9.5 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.
- 13.10 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 13 on reasonable notice and/or to provide NICE with evidence of its compliance with the obligations set out in this Clause 16 and to demonstrate its compliance with this clause.
- 13.11 The Contractor shall allow for audits of its Data Processing activity by NICE or NICE's designated auditor.
- 13.12 The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
- 13.13 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
- 13.13.1 notify NICE in writing of the intended Sub-processor and processing;
 - 13.13.1.1 obtain the written consent of NICE;
 - 13.13.1.2 enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 13 such that they apply to the Sub-processor; and
 - 13.13.1.3 provide NICE with such information regarding the Sub-processor as NICE may reasonably require.
- 13.14 The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
- 13.15 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).
- 13.16 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.

- 13.17 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.

14 GIFTS AND PAYMENTS OF COMMISSION

- 14.3 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.
- 14.4 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.

15 INDEMNITY

- 15.3 If the Contractor shall breach this Agreement in any way then it shall fully indemnify NICE from any losses, costs, damages or expenses of any kind, whether direct or indirect, which arise out of or are connected with that breach.

16 LIMITATION OF LIABILITY

- 16.3 NICE shall not be liable to the Contractor for any indirect or consequent loss, damage, injury or costs whatsoever which arise out of or are connected with NICE's adherence or non-adherence to the terms and conditions of this Agreement. Except in the case of death or personal injury caused by negligence, and fraudulent misrepresentation or in other circumstances where liability may not be so limited under any applicable law

17 TERMINATION

This Agreement shall terminate in the following circumstances -

17.3 Breach

- 17.3.1 In the event that either Party fails to observe or perform any of its obligations under this Agreement in any way then the other Party may end this Agreement on 30 days written notice; but
- 17.3.2 If the breach complained of by a Party, cannot be remedied to the satisfaction of that Party, then this Agreement shall end immediately on the service of such notice on the other Party;
- 17.3.3 In every other case if the breach complained of is remedied to the satisfaction of a Party within the notice period this Agreement shall not end;

17.4 Repeat of Breach

- 17.4.1 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 30 days);

17.5 Insolvency

- 17.5.1 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;

17.6 Change of Management Control

- 17.6.1 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 promptly notify NICE of any such change of management or control.

17.7 Unsatisfactory Evaluation of the Project Services

- 17.7.1 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.
- 17.7.2 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

18 MISCELLANEOUS

It is further agreed between the Parties:

18.3 Waiver

- 18.3.1 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.

18.4 Whole Agreement

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









18.5 Variation

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







18.6 Governing Law

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

Signed for and on behalf
of NICE

	Signature	Name and title	Date
Procurement	 	Associate Director of Procurement	18 Oct 2022
Contract Manager	 	 – Experience and Engagement Practitioner	18 Oct 2022
Budget Holder	 	 - Head of OD, Talent & Culture	18 Oct 2022

Signed for and on behalf
of WorkL

	Signature	Name and title	Date
Project Supervisor	 	 – Account Manager	18 Oct 2022
Authorised Signatory:	 	 – Head of Commercial	18 Oct 2022

This contract is not valid until all Signatures have been completed

ANNEX 1

The Project Services

1. Background

1.1 NICE requires WorkL to be their staff engagement provider for our staff engagement surveys, WorkL will plan and produce all aspects of our staff engagement surveys for three years (in conjunction with the NICE HR team): September 2022 to September 2025.

1.2 WorkL will work closely with NICE to develop high quality staff engagement surveys. WorkL will work with NICE as an expert partner and will apply their field experience and best-practice recommendations to help solve organisational problems and drive engagement across the organisation.

1.3 The contract will start in September 2022, with work beginning immediately in preparation for the first survey, which NICE would ideally like to roll out in November 2022.

2. Service requirements of NICE for this contract

2.1 WorkL shall deliver the staff engagement surveys, in the agreed time frames as set out by NICE HR as per Annex 2.

2.2 WorkL shall effectively market the staff engagement surveys in order to ensure that responses to the surveys are high.

2.3 Regular customised research-based surveys shall be provided by WorkL, to provide NICE with an understanding of the level of employee engagement within NICE and provide NICE with the ability to monitor changing patterns in employee engagement to inform future organisational improvement.

2.4 WorkL shall ensure that the staff engagement surveys provide accurate feedback, this will include the provision of robust online reporting and benchmarks against relevant industry comparators together with in-depth analysis, action planning tools and providing expert advice and recommendations.

- 2.5 Findings produced by WorkL shall be tailored for the audience and include a detailed analysis and breakdowns. The findings shall identify key trends and patterns, highlighting key sections and making recommendations for areas that require improvement and be provided in engaging formats, as agreed with NICE.
- 2.6 The survey data shall be housed on WorkL's servers adding a layer of confidentiality to ensure employees are confident that no one within NICE can see their individual results.
- 2.7 WorkL shall adhere to agreed Key Performance Indicators (KPI's) that form part of the project schedule.
- 2.8 WorkL and the NICE HR Team shall work collaboratively on the production of the staff survey questions and effective delivery, ensuring that key questions from historical surveys continue to be captured.

3. WorkL contract commitments

3.1.1 Project planning, reports and tools

3.1.2 The WorkL Customer Success Team will support NICE through the whole process. WorkL will organise an initial set up meeting to understand NICE and how NICE works and as part of this process WorkL will supply a Gantt Chart with the project plan, milestones and delivery dates.

- 3.1.3 WorkL will arrange face to face and/or virtual meetings to suit the needs of NICE. During the contract WorkL shall maintain an open and responsive communication flow with NICE HR and guide NICE HR through the survey steps using the project plan as a basis.

- 3.1.4 In delivering NICE's Staff Survey needs, WorkL will work with NICE HR to review the previous question set and refresh as required, ensuring that any new requirements are met whilst maintaining progress-tracking ability against previous survey results.

3.1.5 The reports/tools referenced in 3.1.5 are included in the costs detailed in annex 4 and shall include the following detail:

Report / tool	Detail included
Final results / board report (tailored insight report)	<p>This shows the results question by question by the demographic classifications that NICE have defined within the survey (for example Directorate and individual Team). The final results report shall include an employee engagement index which defines the extent of engagement in the organisation, directorate, team or other group.</p> <p>The report is written, ensuring it supports with understanding NICE challenges and successes. WorkL will work with NICE to improve engagement and culture and promote areas of success. It will provide NICE on an organisational and/or departmental level feedback and highlights with strengths and improvement opportunities as well as suggestions for how areas can be improved.</p>
External benchmarking report	<p>This will put NICE' overall performance into context with other organisations. Where required WorkL will benchmark NICE against a specific competitor, competitor set or industry from the 25,000+ organisations across 26 sectors that they have data on. WorkL have data on many non-departmental public bodies and can benchmark NICE against CQC, NHS Digital, NHS England, Health Education, ACAS and the HSE.</p>
Dashboard	<p>WorkL shall work with NICE to create dashboard templates to meet NICE requirements. NICE will then be able access the dashboard through the portal and configure it to show results at an overall level or for a particular group within NICE, compared with previous surveys.</p> <p>The dashboard has an easy-to-use set of tools allowing results relating to Directorates, Teams and the organisation as a whole to be interrogated easily and securely and sets of reports that can be downloaded. It also allows NICE HR to see full sets of results for each group, allowing internal</p>

	<p>benchmarking, year-on-year progress review and comparison of results across the organisation.</p> <p>24 hours after the survey has closed NICE HR, Managers and employees (if required) will have access to the NICE organisation wide results and their personal results on the online dynamic dashboard with action planning, including linking to KPIs, WorkL's supportive resources, NICE resources or a combination of both, depending on what NICE requires.</p> <p>The dashboard will have the ability to filter results by demographics and bespoke groups, view matrices and action planning.</p> <p>The WorkL platform will allow for comparison between surveys completed at different times, as part of the management dashboard. This will show comparison data for overall employee engagement, the six-steps (if NICE choose to use this), NICE bespoke question sets, risks, Wellbeing Index and Diversity and Inclusion Index.</p> <p>The dashboards also have the functionality to enable reports and comments to be downloaded as PDF's, excel sheets and PowerPoint with NICE branding.</p>
Managers top line dashboard report	<p>This will provide an overview of the NICE survey results and also an overview of the results for specific directorates / teams (as long as there are more than 5 respondents). It includes the average engagement score, response rate, suggested actions to improve scores, diversity and inclusion index, flight risk analysis, wellbeing risk index, comment analysis, six steps to workplace engagement scores (if required), identifies unique needs and characteristics of employee groupings and provides a question breakdown.</p>

Manager Wellbeing Report	This brings together the findings of the survey from a wellbeing perspective and provides NICE managers with a wellbeing index score. This focuses on 4 core areas of wellbeing, the score can be benchmarked and filtered as requested. It provides insights into the key strengths and challenges.
Comments Analysis	<p>WorkL shall review staff responses to the open comment questions for sensitive comments, these will be extracted and provided in a separate file to the NICE HR survey team. The remainder of the comments will be provided in the online results portal, which enables NICE HR to view the comments, theme them and analyse to print them. There shall also be the option to filter them to view results for free text question asked.</p> <p>The open comments function enables keyword theming and provides a breakdown of the most frequent words used in the written survey responses and identifies the top 6 words used. To protect confidentiality comments are shown only where there are at least five respondents in a group.</p> <p>NICE will be able to download the responses into a CSV or excel format.</p>
Diversity and Inclusion Index	This provides a percentage point difference in the average score between majority and minority groups for all of the questions. NICE HR and managers can access this, the results are specific to their directorate or team and at a top level provide a company overview that can be filtered and tailored to suit NICE requirements and objectives.
Action planning report	<p>HR, Managers and individual staff members (if required) shall have instant access to this report builder tool provided by WorkL, it shall assist individual managers with the results for their areas and when they are thinking beyond to the actions they will take to improve and maintain them.</p> <p>This shall be an easy to use report builder which instantly shows 3 areas for celebration and 3 areas for improvement within their team through the Instant Action Planning. A</p>

	suggested action plan is then provided for each of the areas for improvement. In the data highlights a managers teams engagement score can be compared to the NICE overall result as long as the data has been collated in the hierarchy.
Flight Risk Analysis	The flight risk indicator provides information into the likelihood of employee groups leaving NICE in the near future. It provides insights into secure and unsettled groups across NICE and the reasons behind this.
Heatmaps	Heatmaps will provide NICE with a representation of the data in the form of a map or diagram in which data values are represented as colours (green – good result, amber – be aware, and red – improvement required). The results can be benchmarked against other organisations, previous survey results and compared internally by directorate for example.
Dashboard training	WorkL will design and support NICE with the launch of a video that includes walkthrough of the dashboard, there will also be Q&A session / drop-in session for staff regarding how to use the dashboard.

3.1.6 Please see below table of additional items that are not immediately required by NICE. NICE may consider implementing these during the contract via a contract extension/variation:

Report / tool	Detail included	Cost
Bespoke Equality Diversity & Inclusion Report	This will be designed to fulfil the requirements of NICE at that time	£ [REDACTED]
Qualitative Report	Qualitative reports provide an analysis of comments and themes giving strategic opportunities.	Cost depends on the level of data analysis; they range from £ [REDACTED] to £ [REDACTED]
Quantitative Report	WorkL's customer success team will provide a quantitative report the day after a survey has closed. The Quantitative report provides an easier way to see comparative data. For example, comparisons can be made with all of the NICE directorates at the same time, it provides a	Cost depends on the level of data analysis; they range from £ [REDACTED] to £ [REDACTED]

	simple view of the data for the purposes of discussion.	
Training	<p>1. Full day workshop, 'in house' as per course description with no content change. 1 x facilitator and up to 9 participants face to face and 14 virtually:</p> <ul style="list-style-type: none"> - Engaging through Leadership (full day workshop) for line managers which allows you to explore the connection between leadership and employee engagement. - Engaging through Empowering (full day workshop) for managers who want to engage their teams and colleagues by developing and empowering them and building their resilience. - Building an Engaged Team (full day workshop) for line managers, looking at how to build and engage the perfect team. - Engaging through Mentoring (full day workshop) for new and existing mentors. After exploring the Six Steps to Successful Mentoring, you will examine different approaches that can increase a mentor's effectiveness. <p>2. Half Day workshop, 'in house' as per course description with no content change. 1 x facilitator and up to 9 participants for face to face and 14 virtually:</p> <ul style="list-style-type: none"> - Engaging your Organisation (half-day workshop) for Senior Leadership Teams and HR professionals which explores the true value of employee engagement, for organisations and society as a whole, and how to achieve it. 	<p>1. £[REDACTED] + VAT (plus travel if delivered face to face). (same cost for virtual but more participants).</p> <p>2. £[REDACTED] + VAT (plus travel if delivered face to face,). (same cost for virtual but more participants).</p>

Consultancy	<p>For consultancy WorkL can offer support around:</p> <ul style="list-style-type: none"> • Pay policies, bonus schemes, recognition schemes and talent management • Guidance on wellbeing initiatives and review or establish your strategy around Mental Health First Aiders • Look at company culture and how to develop or embed it • Support in setting up employee voice initiatives • Equip managers as coaches, so they encourage team to take ownership, use their initiative and be accountable • How to maintain strong survey results and introduce lasting changes needed • Workshops to help you clarify your purpose, vision and values • Workshops to develop strong teams, helping them understand how they impact the organisation's purpose and success measures • Coaching and training for leaders and HR professionals to drive change 	<p>Half Day £ [REDACTED] + VAT</p> <p>Full Day £ [REDACTED] + VAT</p>
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3.1.7 WorkL shall produce findings in an engaging format suitable for several audiences, ranging from the HR professionals who shall require an overview of results and the ability to drill down into specific issues, to the team managers who need to know the results and the key areas to focus on for action planning. WorkL's online reporting shall also allow detailed analysis and breakdown of results and shall include dashboard reporting which will be tailored to NICE requirements to provide a snapshot of the survey in an engaging graphical format. WorkL shall design the reports to ensure that they are simple and easy to read, with red / amber / green colour-coding to highlight how good each result is.

4 Methodology

4.1 The annual engagement, pulse, onboarding and exit survey's will be run using the "WorkL for business platform" providing immediate results via an

online dashboard that can be accessed by NICE. The dashboard is fully mobile optimised so the survey and the results can be taken and displayed on any device, such as desktop, tablet and mobile. The WorkL Customer Success Team will be available to support with any issues Monday to Friday 09:00 to 17:00.

- 4.2 The WorkL survey management system supports all email communications with staff and shall be managed by WorkL. WorkL shall provide email communications, which will include the initial survey invitation email and up to a further three reminder emails.
- 4.3 WorkL will agree delivery method of each survey with NICE prior to survey set up through either email link or QR code depending on whether full survey or pulse. This link shall take staff to the survey which will contain a survey introduction and access to a FAQ's. WorkL will provide response rate updates upon which reminder emails can be sent if required either at department or organisational level. Individual reminder emails cannot be sent for anonymity reasons. WorkL will make NICE HR aware of any undeliverable emails so that NICE HR can provide alternative contact details.
- 4.4 Queries from staff taking part in the survey shall be received by the WorkL Customer service support (available during working hours and supported via phone). Staff can also email or raise an online ticket, WorkL will respond within 24 hours. The WorkL offices operate Monday to Friday 9-5pm.
- 4.5 WorkL will use a five-step process to survey success that is based on the Waterfall project management method that maps projects into distinct, sequential phases, with each new phase beginning only when the previous one has been completed. With the WorkL team members working linearly towards the set end goal in conjunction with the NICE HR team.
- 4.6 WorkL will allocate NICE with a client success team that will set up weekly calls to ensure the project's success and sign off at each stage. Each step will have a set duration depending on NICE requirements and upon completion of step one. WorkL will agree a timeline with NICE for the remaining steps.
- 4.7 WorkL will assess NICE's previously asked questions and run them as a dummy survey behind the scenes to create the historical data and then this

will be used to populate the survey on survey functionality on the management dashboard. Where NICE chooses to ask similar questions but worded differently and the sentiment is the same WorkL will map those across to keep the historical data. However, if the decision is taken to ask completely different questions a historical data match up will not be possible.

- 4.8 WorkL have a standard engagement survey which is 22 questions, they are engagement questions that fall into one of the six areas which are - Job Satisfaction, Instilling Pride, Wellbeing, Empowerment, Information Sharing, Reward & Recognition. WorkL will guide and support NICE through the question decision process, this could involve using WorkL's set questions, re-wording the set questions, introduce new questions or using historical questions that have been used in previous NICE staff surveys. Changes to the question set are unlimited, however moving too far from the question set will make benchmarking harder.
- 4.9 WorkL's technical consultants will lead a workshop with NICE to assess the strengths and weaknesses of previous methods and clarify the goals of the survey. To enable the best possible design solution.
- 4.10 WorkL's client success team and insight team will work with NICE HR and the NICE internal communications team to understand the NICE communications strategy and align NICE and WorkL communications to ensure maximum engagement. The WorkL client success team will regularly review response rates and assist with specific messages to increase participation rates.
- 4.11 WorkL will provide NICE with a dedicated client success team that will oversee the projects and keep regular contact throughout the duration of the contract. During the setup, they will advise on questions, demographics, trends, and expectations during and after the survey to achieve the best results. The WorkL customer success team will also arrange training sessions for dashboard administrators. The survey setup service that WorkL provide will also includes branding, design of an effective comms plan, cohort design, survey sharing options, whitelisting, access levels and key project dates.
- 4.12 WorkL will provide a technical set up service that will include prototype link testing, checking for errors, final approval from NICE, checking quick response (QR) codes, verifying shareable survey link, final confirmation of dates and reviewing reporting

during live survey period.

- 4.13 Once the survey's goes live, WorkL will ensure the overall response rate will be immediately available to all NICE staff (if required) on the dynamic dashboard alongside ongoing client success team support. The WorkL client success team will assist specific messages to increase participation rates.
- 4.14 Once the survey closes WorkL's Instant Action Software collects and disseminates the data. NICE employees will have instant access to their personal results on the dynamic dashboard (if required) with action planning, including linking to KPIs, WorkL's supportive resources, depending on the access NICE would like their employees to have. Additionally, NICE management will have a manager dashboard with the ability to filter results by demographics and bespoke business groups, view matrices and action planning. For more detail regarding the reports and tools available via the dashboard, see table at 3.1.5.
- 4.15 WorkL will work collaboratively with NICE to integrate the NICE's people strategy within the surveys. WorkL and NICE will identify issues and next steps. This could be supported by training and/or consultancy from WorkL (specific, training and consultancy is at additional cost, see table at 3.1.6 for costs). WorkL's filtering options will provide NICE with a deeper understanding of any cultural changes by diving into specific sets and subsets to understand possible nuances. This includes the ability to filter results by all ED&I characteristics affording the opportunity to measure improvement against all subsets. These filters can also be applied to previous survey results, giving NICE the ability to track and monitor improvements.
- 4.16 After the discovery of the key findings from the staff engagement survey WorkL will work collaboratively with NICE to discuss and consider the appropriate course of action to put into place any key learnings. The WorkL customer success team will put in place an extensive implementation, delivery, testing and migration plan to support with this.

Pulse Surveys

- 4.17 WorkL will provide NICE with the facility to produce an unlimited number of pulse surveys, these can be owned and operated by NICE. The WorkL Customer Success Lead will train the required stakeholders at NICE on how to create and run these, video tutorials will also be provided by WorkL. NICE will be able to set up pulse surveys on the same login as the annual engagement survey and WorkL will support

as much, or as little as required. Pulse surveys are short 10-15 question surveys that are sent by shareable link and are the same for all recipients.

Employee life Cycle

4.18 WorkL will work collaboratively with NICE on the production of an onboarding / new starter survey, this will provide NICE with data from recently appointed employees. WorkL will support NICE to identify any early concerns, suggest improvements that can be put in place to help to retain employees and avoid unnecessary turnover. WorkL will support and guide NICE through the production of an onboarding survey that will ensure new starters feel supported, improves the new starters experience, helps new starters understand NICE strategic goals and objectives, help NICE as an employer continually shape and improve the onboarding process and ensure managers are given helpful insights via the dashboard on how new members of their team are performing. WorkL will ensure that the onboarding survey is always available so that NICE receive a constant flow of data and insight.

4.19 WorkL shall work collaboratively with NICE on the production of an Exit Survey that will help to identify why people leave and enables NICE to put in place measures to improve staff retention, improve the engagement and experience of existing employees, determine reasons for leaving and track how engaged exiting employees are vs non-exiting employees. Work L will ensure that the exit surveys are always available so NICE have a constant flow of data and insight via the dashboard.

4.20 The table below shows which WorkL and NICE staff shall be involved in each stage of the process and what their specific roles are:

Role Title	Responsibility
Founder (Work L)	Leads the WorkL team and will deliver NICE's results in person to the Board / Executive Team.
Operations Director (WorkL)	Shall ensure NICE's survey's are delivered on time and on budget. Will deliver step by step support through the project with regular meetings and timeline deliverables.
Chief Technical Officer (WorkL)	Ensures NICE requirements around data protection, anonymity and survey delivery across all devices are met. Additionally shall ensure that all SLAs (Service Level Agreements) are met.
Technical Team Lead (WorkL)	Shall design and build all surveys to NICE requirements and specifications and provide ongoing technical support when required.

Client Success Managers X 2 (WorkL)	<p>Will NICE's primary contact at WorkL and shall take a lead in advising on survey design and delivery methods, advising on best practice based on market insight and experience with similar customers and advising on communication before, during and after your surveys and implementation of the colleague insight strategy. Shall specifically assist with:</p> <ul style="list-style-type: none"> • Project management and coordination • Developing a communications plan • Designing and drafting a survey • Administering the survey • Analysing the responses and benchmarking them within the sector • Reporting to the University Executive • Giving feedback to employees • Developing reports with our data management team • Learning from the end of the project and scoping the next
Data Science Manager (WorkL)	Oversee survey set up (from a data perspective), sample management, fieldwork management and the analysis of data and production of insight reports. The Data Science Manager will support the behavioural scientist with text analysis.
Behavioural Scientist (WorkL)	Build insights based on NICE's specific requirements utilising the employee data from the engagement survey's and ED&I strategy. Deliver on bespoke questions, employee insights and KPI's to ensure the success of the project.
Employee Experience and Engagement Practitioner	<p>Shall be the points of contact for WorkL staff and receive all survey outputs.</p> <p>Shall support questionnaire design, communication, scheduling, logistics, keeping the project on track and advising on progress.</p>
Head of OD, Talent & Culture (NICE)	

5 Standards and Quality Assurance

5.1 WorkL's data capture systems automatically generate the reports and they are all checked according to their quality management process. The online reporting shall be made available to NICE using the WorkL online dashboard, which runs off the

same captured data, thereby minimising any chance of human error. This dashboard provides a wide range of tools that enable easy reporting and analysis of the data.

5.2 The Quality procedures that WorkL shall adhere to are as follows:

- Obtaining NICE' agreement to all schedules, costs, and designs (the questionnaire, the report templates) before the relevant work is implemented.
- Regularly ensuring that NICE is satisfied with how the project is going.
- Alerting NICE to any potential issues, as they arise.
- Rigorous checking processes to ensure accuracy of all data and reports, for example if one person produces a report, another will check it and a further individual will sign it off.
- Reviewing NICE' satisfaction with the project, when it has been completed.

5.3 WorkL shall have a duty to protect anonymity (under the Market Research Society code of conduct), in the main reports WorkL will only show the results for a question broken down by the answer scale points if there are a **minimum of 5 responses** in a group.

5.4 WorkL will also ensure that demographics are not used in conjunction with each other in the reporting, in such a way that it could breach confidentiality e.g. showing responses by gender within a department where there are only 2 responses from males.

5.5 The confidentiality thresholds for open comments are even higher than question anonymity, therefore WorkL shall only show the results for a group if at least 6 people in the group responded to the question.

5.6 WorkL shall also ensure that their confidentiality pledge is communicated to the staff taking part in the survey both within the online survey and the email communications, so that staff are comfortable with the method that they use to submit their responses.

5.7 WorkL shall use a project management office (PMO), they define and maintain standards for project management within WorkL. They also comply with security standards of AWS. Identity and Access Management enables WorkL to manage access levels and secure controls of all data they hold and access granted. <https://aws.amazon.com/iam/> AWS data protection services provide encryption, continuously monitoring and protecting all accounts.

5.8 WorkL shall use Amazon Cognito for user sign up, sign in and access control, it

supports multi-factor authentication and encryption of data at rest and in transit.

Amazon Cognito is HIPAA eligible and PCI DSS, SOC, ISO/IEC 27001, ISO/IEC 27017, ISO/IEC 27018, and ISO 9001 compliant. WorkL shall ensure they adhere to these quality standards / accreditations. In addition WorkL's Quality Management System shall be audited annually.

- 5.9 The AWS system identifies threats on WorkL's behalf by continuously monitoring the network activity and account behaviour within the cloud environment.
- 5.10 Each system user will require a unique and personal user account in order to gain access to the data. Storage Passwords are always handled and stored using a one-way encryption hash and salting algorithm: SHA256 (HMACSHA256). A user's account will be locked if there are many (consecutive) failed login attempts and an email will be sent to the account's registered address. Passwords cannot be recovered, but a user can request for a password reset link to be sent to their registered email address. By clicking on the link from their inbox, the user will be presented with a screen where he/she can create a new password for their account.
- 5.11 WorkL shall continue to adhere to their in house security by ensuring that all team members work on a VPN and that their servers are protected by SSH keys and IP security policies are restricted. All of their software is served on a HTTPS. Staff passwords are encrypted on their database and they will continue to constantly implement updates to their security libraries to the most stable versions to ensure security standards remain high. If required, they can provide two-way authentication (i.e. sending a login code to a mobile number at every login attempt).
- 5.12 WorkL shall use AWS incident management systems to report any errors that they or NICE find. Users have a direct support email address to get in touch with WorkL. They use this facility to gather information and resolve issues. There is also a customer support team (level 1 support) available 9-5pm Mon-Fri. If a Level 1 support does not reply within 2 hours, NICE can escalate to a Level 2 support (Senior Manager); if a Level 2 support does not reply within 2 hours, NICE can escalate to Level 3 support (Director) and if Level 3 does not reply within 2 hours NICE can escalate to Level 4 support (Senior Director/C-suite).
- 5.13 Additionally WorkL will continue to adhere to the Web Content Accessibility Guidelines (WCAG) which are part of a series of web accessibility guidelines published by the Web Accessibility Initiative of the World Wide Web Consortium to make sure all can

access and complete our digital surveys. WorkL are required to keep their WCAG compatibility score of 96% from Siteimprove.

ANNEX 2

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

Task	Date for completion
WorkL and NICE HR meet to review previous survey feedback and establish expectations for the 2022 staff survey and project plan, this will include a discussion regarding questions.	September 2022
WorkL to send NICE HR draft questions for review and project plan.	September 2022
Questions and project plan approved.	October 2022
NICE to send WorkL full staff details, including emails of all staff, consultants, agency staff and those on long term leave.	October / Nov 2022
Survey goes live and access to the dashboard will be granted to NICE HR	28 th November 2022
WorkL to send 1 st reminder the staff	5 th December 2022
WorkL to send 2 nd reminder to staff	12 th December 2022
WorkL to 3 rd reminder to staff	15 th December 2022
Survey closes	16 th December 2022
Work L to ensure top line dashboard report, wellbeing report, E,D and I index, flight risk analysis, open comments analysis, six steps to workplace engagement scores and the action planning element are accessible to NICE HR via the dashboard.	19 th December 2022
Demo of the dashboard and review of overall results to NICE HR	19 th December 2022
Demo of dashboard and review of overall results with UNISON	20 th December 2022
Agree content for video walkthrough of dashboard	21 st December 2022
WorkL to send final overall results report	Week commencing 9 th Jan 2023
Launch of video that includes walkthrough of the dashboard, Q&A session / drop-in session for staff regarding how to use the dashboard	Week commencing 16 th Jan 2023
	Week commencing 16 th Jan 2023

Access to the dashboard will be granted to Directors, Staff Survey Leads and whole staff population	
Lord Mark Price presentation of overall results report to the board	22 nd March 2023

ANNEX 3

Waiver of Moral Rights and Assignment of Copyright

This Deed is made the 14th day of September 2022

1. PARTIES

- 1.1. The National Institute for Health and Care Excellence, Level 1A, City Tower, Piccadilly Plaza, Manchester. M1 4BT ("NICE").
- 1.2. Engaging Works Group (T/A WorkL for Business) of Mole End Shorts Green Lane, Motcombe, Shaftesbury, Dorset. SP7 9PA ("the Author").

2. WAIVER AND ASSIGNMENT

- 2.1. The Author agrees in relation to any work created by the Author in connection with the Agreement of 14th September 2022 ("the Work") and made between NICE and Engaging Works Group (T/A WorkL for Business) to waive his/her moral rights under Sections 77 to 89 of the Copyright Designs and Patent Act 1988.
- 2.2. The Author further agrees to assign with full title guarantee the present and future copyright in the Work of which it is the author or part-author to NICE to hold to NICE its successors and assigns absolutely anywhere for the length of the copyright in the Work.
- 2.3. The Author warrants to NICE that in relation to the Work:-
 - 2.3.1. it is not a violation of any existing copyright anywhere;
 - 2.3.2. it does not contain anything objectionable, obscene or libellous;
 - 2.3.3. all statements contained in the Work which purport to be facts are true.

	Signature	Name	Date
SIGNED AND DELIVERED as a Deed by the Author			18 Oct 2022
Witnessed			18 Oct 2022
SIGNED AND DELIVERED as a Deed by an authorised signatory of NICE			18 Oct 2022
Witnessed			18 Oct 2022

ANNEX 4

Payment

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

NICE	GBP Sterling - Yr 1	Payment Date	GBP Sterling - Yr 2	Payment Date	GBP Sterling - Yr 3	Payment Date
Total planned engagement staff surveys Annual Licence	£17,059		£17,059		£17,059	
Breakdown:						
Annual Licence	£	17th Oct 2022	£	9th Oct 2023	£	7th Oct 2024
Survey set	£	17th Oct 2022	£	9th Oct 2023	£	7th Oct 2024
Survey for 853 employees	£	17th Oct 2022	£	9th Oct 2023	£	7th Oct 2024
Data package	£	28th Nov 2022	£	20th Nov 2023	£	18th Nov 2024
Dashboard video production	£	28th Nov 2022	£	20th Nov 2023	£	18th Nov 2024
Pulse surveys (simple self serve with no hierarchies)	Included		Included		Included	
Account Management (Mon - Fri 9am till 5pm)	Included		Included		Included	
New starter survey set up	£	28th Nov 2022	£	20th Nov 2023	£	18th Nov 2024
Exit Survey set up	£	28th Nov 2022	£	20th Nov 2023	£	18th Nov 2024
Reporting to ELT & board by Lord Price	£	22nd March 2023	£	22nd March 2024	£	22nd March 2025
Travel & Subsistence	£		£		£	
Total ex VAT per year	£17,059		£17,059		£17,059	
	£	17th Oct 2022	£	9th Oct 2023	£	7th Oct 2024
	£	28th Nov 2022	£	20th Nov 2023	£	18th Nov 2024
	£	22nd March 2023	£	22nd March 2024	£	22nd March 2025
	£17,059		£17,059		£17,059	

ANNEX 5

Processing of Personal Data

Subject matter of the processing	To collate information from staff on how to improve their employment experience.
Duration of the processing	Contract duration is 3 years from the moment the contract has been signed: September 2022 to September 2025
Purposes of the processing	The reason for processing this information is to ensure NICE offers a good standard of working experience to ensure best working practice.
Nature of the processing	Data stored securely on WorkL UK servers. AWS security. Data will be deleted 3 years after the survey licence has been expired provided a) the organisation has not engaged us to carry out any further surveys or work b) the organisation has not specified that they want their data held for a shorter or longer period of time.
Type of Personal Data	Name, gender, employment status, sexual orientation, email address.
Categories of Data Subject	NICE staff only.
Plan for return and destruction of the data once the processing is complete	Deleted by WorkL 3 years after the licence expired, retained by NICE for reference and destroyed in accordance with our policies.



National Institute for Health and Care Excellence

Document generated

Document fingerprint

Parties involved with this document

Document processed

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Audit history log

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Action

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A horizontal bar chart consisting of 25 black bars of varying lengths. The bars are arranged in a single column. The lengths of the bars vary significantly, with the longest bar being the 14th bar from the top, and the shortest bars being the 2nd and 24th bars from the top.