

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 “Knowledge transfer and capability building programme on institutionalisation and governance of HTA for the Ministry of Health, Ukraine (part 1 and 2)”

CONTRACT NUMBER	SA260723	PROJECT CODE	SE374
DATE SERVICES START	26/07/2023	DATE SERVICES END	31/12/2023

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 and any other entities 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:	Knowledge transfer and capability building programme on institutionalisation and governance of HTA for the Ministry of Health, Ukraine (part 1)
Venue:	NICE, 2nd Floor, 2 Redman Place, London, E20 1 JQ, United Kingdom
Subject:	Institutionalisation and governance in health technology assessment
Date:	20 and 21 June 2023
Time/Duration:	2 days

Event:	Knowledge transfer and capability building programme on institutionalisation and governance of HTA for the Ministry of Health, Ukraine (part 2)
Venue:	Virtual (via Zoom)
Subject:	Institutionalisation and governance in health technology assessment
Date:	Before the end of 2023 (TBC)
Time/Duration:	TBC

3. Payment

- 3.1. NICE will receive a fee for the proper performance of the services to be provided hereunder. A basic fee of £[Text Redacted] 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 1	Days	Fee (pounds sterling)
Part 1	21	[Text Redacted]
Part 2	11.5	[Text Redacted]
		[Text Redacted]

- 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:	The Royal Bank of Scotland
Bank address	The Royal Bank of Scotland, CST, 2nd Floor, 280 Bishopsgate, London, EC2M 4RB
Sort Code:	Text Redacted
Account Name	National Institute for Health and Care Excellence
Account Number	Text Redacted
Swift:	Text Redacted
IBAN:	Text Redacted

- 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 26 July 2023 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.

0. 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 It's subcontractor, where applicable.

1. 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.

2. 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.

3. 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. 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.

4. 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.

5. 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.

Text Redacted

Text Redacted (Jul 27, 2023, 8:32am)

Text Redacted Associate Director – NICE International

National Institute for Health and Care Excellence

DATE 27 Jul 2023

Text Redacted

Text Redacted (Jul 27, 2023, 4:14pm)

Text Redacted Senior Project Manager – NICE International

National Institute for Health and Care Excellence

DATE: 27 Jul 2023

Text Redacted

Text Redacted (Jul 28, 2023, 3:57pm)

Text Redacted Associate Director, Procurement

National Institute for Health and Care Excellence

DATE: 28 Jul 2023

Text Redacted

Text Redacted (Jul 27, 2023, 8:31am)

Text Redacted

Head of Commercial - Marketing/Events/PPS

DATE: 27 Jul 2023

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 part 1 and 2 of phase 1 will broadly cover the following topic areas:

Part 1 – 2-day in-person knowledge transfer and capability building event on institutionalisation and governance of HTA for the Ministry of Health, Ukraine taking place at NICE's office in London on 20 and 21 June 2023.

Timing (BST)	Day 1: 20 June 2023	
10:00	Welcome and Introductions Overview of collaboration between NICE and MoH Ukraine and agenda for the 2-day visit	NICE
10:15	HTA in Ukraine: Overview of current situation of HTA in Ukraine Roadmap and short-medium and longer-term objectives	Ministry of Health Ukraine
11:00	Introduction to NICE and the system in each it operates: NICE's institutional arrangements and legislative framework Governance Social values and principles Policies and procedures	NICE
12:00	Lunch	
13:00	Strategies for stakeholder engagement at an institutional level	NICE
13:45	Managing conflicts of interest	NICE
14:30	Break	
14:45	The evolution of NICE over the last 23 years	NICE
15:30	Key changes and challenges in HTA – experiences from a committee chair	NICE
16:00	Final Q&A	All
16:30	End of day 1	

Timing (BST)	Day 2: 21 June 2023	
10:00	Welcome and Introductions	NICE
10:05	Operational structure and operating mechanisms of the NICE Centre for Health Technology Evaluation	NICE
10:35	Mode of operation of the Technology appraisals programme at NICE: Team's organisational structure and functions Operating principles Planning and operations	NICE

	Funding mechanism Committee constituency and recruitment	
12:00	Lunch	
13:00	Commercial and managed access agreements (this session will include a break)	NICE & NHS England
15:00	Final Q&A	All
15:30	End of visit	

Part 2 – virtual knowledge transfer and capability building sessions on institutionalisation and governance of HTA for the Ministry of Health, Ukraine taking place via Zoom. All sessions to take place before the end of 2023.

Session 1		
Welcome and Introductions		NICE
HTA process: Horizon scanning, topic selection and scoping		NICE
Questions & Answers		All
End of session 1		

Session 2		
Welcome and Introductions		NICE
HTA process: invitation to participate, steps in the evaluation, stakeholder engagement in each of the steps, transparency		NICE
Questions & Answers		All
End of session 2		

Session 3		
Welcome and Introductions		NICE
HTA structured decision-making framework		NICE
Questions & Answers		All
End of session 3		

Session 4		
Welcome and Introductions		NICE
Patient and public involvement		NICE
Questions & Answers		All
End of session 4		

Session 5	
Welcome and Introductions	NICE
Budget impact considerations and resource impact assessments	NICE
British National Formulary	NICE
Questions & Answers	All
End of session 7	

Session 6	
Observing a technology appraisal committee meeting	All

Session 7	
Welcome and Introductions	NICE
Debrief with committee chair/technical team on committee meeting observed	NICE
End of session 6	

- 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) on 20 and 21 June 2023 and the virtual sessions, 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.



Issuer National Institute for Health and Care Excellence

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Document fingerprint Text Redacted

Parties involved with this document

Document processed	Party + Fingerprint
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