# 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) |  |
|  |   |  |
|  | 1.2. DESCRIPTION OF CONTRACTOR  |  |
|  |  |  |
|  | 1.3. DESCRIPTION OF PROJECT SERVICES | Guidelines Technical Support Unit |
|  |  |  |
|  | 1.4. NICE BUDGET HOLDER | Christine Carson |
|  |  |  |
|  | 1.5. NICE PROJECT MANAGER |  |
|  |  |  |
|  | 1.6. NOMINATED MANAGER OF CONTRACTOR |  |
|  |  |  |
|  | 1.7. CONTRACTOR AUTHORISED SIGNATORY |  |
|  |  |  |  |  |
|  | 1.8. DATE AGREEMENT SIGNED | DD | MM | YYYY |
|  |  |  |  |  |
|  | 1.9. DATE AGREEMENT COMES INTO EFFECT (IF DIFFERENT FROM ABOVE) | 01 | 04 | 2023 |
|  |  |  |  |  |
|  | 1.10. DATE AGREEMENT ENDS (IF FIXED DATE) |  |  |  |
|  |  |  |  |  |
|  | 1.11. CONTRACT NUMBER |  |
|  |  |  |
|  | 1.12 PROJECT NUMBER |  |

# IT IS AGREED AS FOLLOWS

# 2. DEFINITIONS

|  |  |
| --- | --- |
| "Agreement" | this Agreement and any Annexes attached to it. |
| “Background Intellectual Property”“Arising Intellectual Property’”“Confidential Information”“Intellectual Property”  | shall mean any Intellectual Property excluding Arising Intellectual Property owned or controlled by any Party prior to commencement of or independently from the Project Services, and which the owning Party contributes or uses in the course of performing the Project;shall mean any Intellectual Property which is generated or first reduced to practice by any Party or Parties directly as a result of the work undertaken in accordance with this Agreement;shall mean any Background Intellectual Property disclosed by one Party to the others for use in the Project [and identified as confidential before or at the time of disclosure] and any Arising Intellectual Property in which that Party owns the Intellectual Property;shall mean intellectual property of any description including but not limited to all inventions, designs, information, specifications, formulae, improvements, discoveries, know-how, data, processes, methods, techniques and the intellectual property rights therein, including but not limited to, patents, copyrights, database rights, design rights (registered and unregistered), trademarks, trade names and service marks, applications for any of the above |
| "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 Location” |  “NICE premises London” or “NICE premises Manchester” |
| "NICE" | the National Institute for Health and Care Excellence of 2nd Floor, 2 Redman Place, London. E20 1JQ  |
| "the Milestones" | the milestones as set out in Annex 2. |
| “the Party” | either “NICE” or the “Contractor” |
| “the Parties” | both “NICE and the Contractor” |
| "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, such acceptance not to be unreasonably withheld.

### 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. In relation to the Project Services the Contractor shall comply fully with the reasonable instructions of the Project Manager and, if the Contractor is working in NICE, with the office rules of NICE.

## 4.4. Financial Control

### 4.4.1. The Contractor shall keep accurate books and accounts in respect of the Project Services and, if requested in writing by NICE, shall (at its own expense) have them certified by a professional firm of auditors.

### 4.4.2. The Contractor shall permit NICE to inspect and take copies (at NICE's expense) of any financial information or records NICE requires which relate 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 the Location, 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 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 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.

# 5. OBLIGATIONS OF NICE

## 5.1. Monitoring

### NICE shall at their own cost 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 as detailed in Annex 1 are completed to the reasonable satisfaction of NICE or such other time as shall be notified by NICE to the Contractor.

**7. PAYMENT**

* 1. Subject to the due performance of the Contractor’s obligations, NICE will pay all invoices submitted by the Contractor in accordance with Annex 3 within 30 days of their receipt.

## 7.2. The Contractor shall send all invoices to NICE, T53 Payables 4545, Phoenix House, Topcliffe Lane, Wakefield WF3 1WE clearly quoting the contract number.

## 7.3. Invoices sent to NICE shall be accurate and correct in all respects. NICE reserves the right to return incorrect or inaccurate invoices to the Contractor for rectification and re-issuance.

## 7.4. NICE reserves the unconditional right to withhold payment of the final invoice or invoices until the Project Services as detailed in Annex 1 are successfully concluded to the reasonable 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, acting reasonably, 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 In the relation to the provision of the Service 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.

## 8.7 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 2010 Act due directly or indirectly to any act or omission by the Contractor, its agents, employees or sub-contractors.

## 8.8 The Contractor shall impose on any sub-contractor obligations substantially similar to those imposed on the Contractor by this Clause 8.

## 8.9 NICE shall have the right to be consulted on what staff will be appointed to provide the Project Services.

## 8.10 The Contractor undertakes to NICE that any person assigned to NICE to supply the Project Services is an employee of the Contractor and that employee(s) 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 for the duration of the 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. For the avoidance of doubt all Background Intellectual Property used in connection with the Project Services shall remain the property of the Party introducing the same. No Party will make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of any of the Background Intellectual Property of the other parties except under the terms of this Agreement. Each Party acknowledges and confirms that nothing contained in this Agreement shall give it any right, title or interest in or to the Background Intellectual Property of the other Parties save as granted by this Agreement. The Parties agree that any improvements or modifications to a Party’s Background Intellectual Property arising from the Project Services which are not severable from that Background Intellectual Property will be deemed to form part of that Party’s Background Intellectual Property.

## 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.

## NICE grants to the Contractor an irrevocable, non-transferable, royalty-free right to use all Arising Intellectual Property generated in the course of the Project Services for academic and research purposes, including research involving projects funded by third parties provided that those parties gain or claim no rights to such Arising Intellectual Property.

## 10.3. The Contractor warrants to NICE that, to the best of its knowledge, 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 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 the 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.

# 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 the Institute 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 Parties acknowledge that they are or may be subject to the Freedom Of Information Act (FOIA). The Parties note and acknowledge 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 Parties 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 them from time to time) to the extent that they apply to the Parties performance under the Contract.

## 12.7 The Parties 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 the Parties 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;

## 12.7.2The decision on whether any exemption applies to a request for disclosure of recorded information is a decision for the recipient of the request;

## 12.7.3 Each Party will consult the other in relation to any request for disclosure of Confidential Information in accordance with all applicable guidance

## 12.8    Both Parties shall and shall procure that their relevant sub-contractors

##  shall, in the relation to the provision of the Service:

## 12.8.1 Shall co-operate with each other and shall respond as soon as practicable after receipt and in any event within five (5) working days of receiving a request for information from the other party;

## 12.8.2 provide each other with a copy of all information in its possession or power in the form that is reasonably required within five (5) working days (or such other period as may be reasonably specified at the time of request) of the Party requesting that Information; and

## 12.8.3 provide all necessary assistance as reasonably requested by the receiving Party (as per clause 12.7.2) to respond to a request for information within the time for compliance set out in section 10 of the FOIA.

## 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 In accordance with normal academic practice, all employees, students, agents or appointees of the Contractor (including those who work on the Project Services ) shall be permitted:-Following the procedures laid down in Clause 12.11, to publish academic papers, jointly where applicable, obtained during the course of work undertaken as part of the Project; and

12.11 In pursuance of the Contractors academic functions, to incorporate work undertaken as part of the Project Service in teaching materials.

The Contractor will use all reasonable endeavours to submit material intended for publication to NICE in writing not less than thirty (30) days in advance of the submission for publication. The publishing Party may be required to delay submission for publication if in NICE’s opinion such delay is necessary in order for NICE to seek protection for material in respect of which it is entitled to seek protection, or to modify the publication in order to protect Confidential Information. A delay imposed on submission for publication as a result of a requirement made by NICE shall not last longer than is absolutely necessary to seek the required protection; and therefore shall not exceed three (3) months from the date of receipt of the material by NICE, although the Contractor will not unreasonably refuse a request from NICE for additional delay in the event that property rights would otherwise be lost. Notification of the requirement for delay in submission for publication must be received by the Contractor within thirty (30) days after the receipt of the material by NICE, failing which the Contractor shall be free to assume that the other Party has no objection to the proposed publication.

## 12.12 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.

## 12.13 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 UK General Data Protection Act 2018 and any other applicable data protection legislation. In particular the Contractor agrees to comply with the obligations placed on the Authority by set out in Act, namely:

## 13.1.1 to maintain technical and organisational security measures sufficient to comply at least with the obligations imposed on NICE by the Seventh Principle;

13.1.1.1 to ensure that data is not transferred to any other country without adequate data protection in place and to comply with the obligations imposed on NICE by the Eighth Principle.

## 13.1.2 only to process Personal Data for and on behalf of NICE in accordance with the instructions of NICE and for the purpose of performing the Services in accordance with the Contract and to ensure compliance with the Act;

## 13.1.3 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 13.

## 13.2 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 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.

## 13.3 Both Parties agree to use all reasonable efforts to assist each other to comply with the Act. For the avoidance of doubt, this includes the Contractor providing NICE with reasonable assistance in complying with subject access requests served on NICE under Act and the Contractor consulting with NICE prior to the disclosure by the Contractor of any Personal Data in relation to such requests.

# 14. GIFTS AND PAYMENTS OF COMMISSION

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

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

# 15. INDEMNITY

## 15.1. If the Contractor shall breach this Agreement in any way then it shall fully indemnify NICE from any direct losses, costs, damages or expenses of any kind which arise out of or are connected with that breach. In any event, the maximum liability of the Contractor under or otherwise in connection with this Agreement or its subject matter shall not exceed the monies received by the Contractor

# 16. LIMITATION OF LIABILITY

### 16.1. Neither Party shall be liable to each other for any indirect or consequential loss, damage, injury or costs whatsoever which arise out of or are connected with either Party’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 -

## 17.1. Breach

## 17.1.1. 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

### 17.1.2. 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;

### 17.1.3. 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;

### 17.2. Repeat of Breach

### 17.2.1. Either Party reserves the right to end this Agreement immediately by written notice if a Party repeats any breach of this Agreement after receiving a written notice from the other Party warning that repetition of the breach shall or may lead to termination (whether or not the repeated breach is remedied within 30 days);

## 17.3. Insolvency

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

## 17.4. Change of Management Control

### 17.4.1. NICE reserves the right to immediately end this Agreement upon any change of the Contractor's management or control within 28 days of NICE finding out of such change. The Contractor shall promptly notify NICE in writing of any such change of management or control.

## 17.5. Unsatisfactory Evaluation of the Project Services

### 17.5.1. In the event that the outcome of any evaluation of the Project Services, as detailed in Annex 1, carried out by NICE under this Agreement is unsatisfactory in the opinion of NICE acting reasonably, NICE may terminate this Agreement on 30 days' written notice.

## 17.6 In addition to its rights under any other provision of the contract the Parties may terminate this Agreement at any time by giving the other Party three months’ written notice. In the event of such termination the Contractor shall be reimbursed for all costs and non-cancellable commitments properly charged in accordance with this Agreement and incurred or committed up to the date of termination

# 18. MISCELLANEOUS

 It is further agreed between the Parties:

18.1. Waiver

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

18.2. Whole Agreement

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

18.3. Variation

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

18.4. Governing Law

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

18.5 A Party shall not be liable for failure to perform its obligations under this Agreement, nor be liable to any claim for compensation or damage, nor be deemed to be in breach of this Agreement, if such failure arises from an occurrence or circumstances beyond the reasonable control of that Party (excluding an obligation to make payment).

## 18.6 If a Party affected by such an occurrence causes a delay of three (3) months or more, and if such delay may reasonably be anticipated to continue, then the Parties shall discuss whether continuation of the Services is viable, or whether the Services and this Agreement should be terminated.

|  |  |  |  |
| --- | --- | --- | --- |
| **Signed for and on behalf** **of NICE**  |  |  |  |
|  | **Signature** | **Name and title** | **Date** |
| Associate director of Procurement and IT Barney Wilkinson |  | Associate director of Procurement Barney Wilkinson |  |
|  |  |  |  |
| Contract Manager Chirstine Carson |  | **Project Manager**  |  |
|  |  |  |  |
| Budget Holder Sam Roberts |  | **NICE Chief Executive** |  |
|  |  |  |  |
| **Signed for and on behalf**  |  |  |  |
| **of the Contractor** |  |  |  |
|  | **Signature** | **Name and title** | **Date** |
| Manager of Contractor  |  |  |  |
|  |  |  |  |
| **Authorised Signatory:** |  |  |  |
|  |  |  |  |
|  **This contract is not valid until all authorised Signatures have been completed** |  |

# ANNEX 1

**The Project Services**

1. Definition and Description of operation of the [Contractor]:

The [Contractor] will enhance support for the NICE Centre for Guidelines (CfG) Clinical Guidelines. The contractor will assist guideline developers (Guideline Development Teams and NICE’s technical staff in meeting the needs of the Guideline Committees (GC) by supporting the guideline developers in their work. In addition, it will have an important role in assisting in the development of the methods of NICE guideline production.

The Supplier is required to be a multidisciplinary team of people expert in the methods of advanced evidence synthesis and complex economic for guideline development and capable of providing expert advice, analytic and educational support, and high-quality analyses to decision makers across the range of guideline topic evaluated by the NICE Centre for Guidelines (CfG). Providing advice shall involve activities such as attendance at meetings or workshops with NICE and their partners and advising NICE CfG and its Guideline Development Teams and Guideline Committees on methodological issues in the development of specific guidance.

The contract will be for an initial period of 3 years. The agreement shall have an option to be extended for further 12 month periods, so that this contract may remain in force for 1 year periods terminating on 31st March 2027

* 1. Rapid Response

The Clinical guideline technical support unit (contractor) can be requested via NICE CfG by the Guideline Development Teams or by NICE to provide technical support or rapid response to guideline development. [Contractor] involvement cannot be requested by the Guideline Committee (GC). Requests can be made at any point when technical/methodological issues are identified.

The [contactor] will be requested to undertake the following tasks:

1. Conduct, or support the Guideline Development Teams in the development of advanced evidence synthesis

2. Support the Guideline Development Teams in the development of complex economic analyses

3. Conduct validation of or amendments to, existing evidence syntheses used in guideline health economic models

4. Conduct validation of, or amendments to, existing guideline health economic models

5. Conduct quality assurance of advanced evidence synthesis and complex economic analyses

6. Address concerns from stakeholder (via consultation) or the CfG technical staff if appropriate.

The contractor will support the Guideline Development Teams in carrying out these tasks. The contractor shall assist NICE CfG / Guideline Development Teams in assessing and developing solutions to complex guideline development issues.

The contractor can be requested to conduct validation of, or amendments to, existing evidence reviews or guideline models to address concerns from stakeholders (via consultation) or the CfG technical staff if appropriate.

* 1. Training Projects

The contractor will provide support and training on analytical techniques for NICE guideline developers, the NICE CfG technical staff and Committees, including supporting the development of new methods for health economics and simulation modelling; and complex meta-analysis (for example, network meta-analyses) of randomised controlled trials (RCTs), the quantitative synthesis of non-RCT evidence and other study designs requiring advanced techniques. Training projects will provide the Guideline Development Teams and NICE CfG technical staff with bespoke technical training to improve the technical knowledge of guideline developers to meet their specific training needs. NICE will work with the contractor to provide a detailed specification on what the training project should cover. Training will take the most appropriate and cost effective format.

Logistical arrangements for training courses, associated catering arrangements and costs, and the arrangements for accommodation and travel of participants and associated expenses shall be the responsibility of NICE, or the participants’ institution, as determined and co-ordinated by NICE.

* 1. Methods Support and Research Projects

Method support will relate to producing methods guidance documents on appropriate methods on advanced evidence synthesis and complex economic analyses to assist all those involved in guideline development, including guideline developers, guideline committee members, those commenting on draft guidelines during the consultation period, manufacturers, and stakeholders. These series of documents complement the [Health Technology Evaluations Manual](https://www.nice.org.uk/process/pmg36/chapter/introduction-to-health-technology-evaluation), the [NICE Guidelines Manual](https://www.nice.org.uk/process/pmg20/chapter/introduction), and the [NICE Decision Support Unit (DSU)](https://www.sheffield.ac.uk/nice-dsu/tsds) [Technical Support Documents (TSDs).](https://www.sheffield.ac.uk/nice-dsu/tsds)

In addition, methods support will also relate to providing advice on methods to NICE CfG on advanced evidence synthesis and complex economic analyses as part of the process for updates of the [NICE Guideline Manual](https://www.nice.org.uk/process/pmg20/chapter/introduction).

Research projects will relate to methodological or process developments of guidelines. These topics will mainly be derived from rapid response projects and updates of the guideline manual, and should address well defined areas of methodological interest, predominately on advanced evidence synthesis and complex health economic analyses. These projects should not replicate research that is already being conducted within NICE or funded by NIHR. All projects will be agreed between NICE and the Supplier.

1. Description of Scientific Project Management and Quality Assurance

 Scientific oversight will be the responsibility of the contractor Director with support from the Scientific Coordinator, and assisted when necessary by the Deputy Director.

Project Management will be conducted as follows:

1. Each project (Rapid Response, Training or Research) will be logged by the Scientific coordinator and assigned by the Director to a task leader who will take full responsibility for delivering it to requirements.
2. Following an initial request, the contractor will scope out the project and produce an initial draft specification including timelines and deliverables, after consulting with the Guideline Development Teams and NICE staff. This will be forwarded to NICE for approval, and if necessary changed.
3. In assigning tasks, the Director will ensure that the task leader understands the technical requirements, acceptance criteria and associated confidentiality and security requirements.
4. A regular reporting regime including at least the information required for the standard NICE Progress Report will be set up for each task to provide an update on progress, next steps and issues. Milestones will be agreed and set on tasks that warrant them. Risk and Issue logs will be established.
5. All reports and risk and issue logs will be reviewed on a quarterly basis by the Director.
6. The Director will ensure regular and consistent communication across the delivery team.
7. Close communication will be maintained with NICE as to the progress of tasks and to ensure delivery to NICE requirements.
8. An identified account administrator (Contractor Finance Office) will be assigned to the Unit to prepare quarterly accurate reporting of resource usage and spend.
9. An identified contracts manager (Contractor’s Contracts Department) is assigned to provide responsive guidance on contractual issues, where required.

**SPECIFICATION**

The Specification should be prepared and agreed as an official project document (See Annex 4) and should include the technical parameters of a given project to include:

1. Detail of the work to be done
2. Agreed start and completion date for the project
3. Agreed deliverables (report, data, analyses, software etc.) on completion
4. Interim milestones if any (interim report, preliminary analysis, key discussions / meetings) including dates
5. Special requirements (e.g. Data to be provided by NICE with dates)
6. Risks identified that are associated with the project

Changes to the Specification will follow a ‘Control of Change (COC) procedure:’

A change to the agreed specification must be discussed, agreed by NICE and documented as an addendum to the specification form to include:

* + Summary of changes to the Specification
	+ Revised deliverables, milestones
	+ Revised timelines, deliverable dates
	+ Revised risk profile

**THE PROJECT LOG**

All projects and revisions to a project will be registered in a Project Log which will provide the following information:

1. Unique reference number
2. Title of the project
3. Date approved to programme
4. Delivery date (+ amendments)
5. Links to i) Specification sheet, ii) Deliverable plan, iii) Milestone plan
6. Technical responsible person for the project
7. NICE contact person

**ANNEX 2**

**The Milestones**

|  |  |
| --- | --- |
| **Task** | **Date to be Completed** |
| Review of previous contract | **DD/MM/YYYY** |
| Year one quarter 1 Review | **DD/MM/YYYY** |
| Year one quarter 2 Review | **DD/MM/YYYY** |
| Year one quarter 3 Review | **DD/MM/YYYY** |
| Year one quarter 4 Review | **DD/MM/YYYY** |
| Year two quarter 1 Review | **DD/MM/YYYY** |
| Year two quarter 2 Review | **DD/MM/YYYY** |
| Year two quarter 3 Review | **DD/MM/YYYY** |
| Year two quarter 4 Review | **DD/MM/YYYY** |
| Year three quarter 1 Review | **DD/MM/YYYY** |
| Year three quarter 2 Review | **DD/MM/YYYY** |
| Year three quarter 3 Review | **DD/MM/YYYY** |
| Year three quarter 4 Review | **DD/MM/YYYY** |

**ANNEX 3**

**Payment**

Specify amount of payment for the Services (including or excluding VAT), timing and method of payment.

|  |  |  |
| --- | --- | --- |
| **Amount of Funding** | **Financial Year** | **Date(s) for Submission of Invoice(s)** |
|  |  |  |  |
| Net | £50,000 |  |  |
| VAT (if applicable) | £0 |  |  |
| **TOTAL** | £50,000 | 2023/24 | 01/07/23 |
|  |  |  |  |
| Net | £50,000 |  |  |
| VAT (if applicable) | £0 |  |  |
| **TOTAL** | £50,000 | 2023/24 | 01/10/23 |
|  |  |  |  |
| Net | £50,000 |  |  |
| VAT (if applicable) | £0 |  |  |
| **TOTAL** | £50,000 | 2023/24 | 02/01/24 |
|  |  |  |  |
| Net | £50,000 |  |  |
| VAT (if applicable) | £0 |  |  |
| **TOTAL** | £50,000 | 2023/24 | 31/03/24 |
|  |  |  |  |
| Net | £50,000 |  |  |
| VAT (if applicable) | £0 |  |  |
| **TOTAL** | £50,000 | 2024/25 | 03/07/24 |
|  |  |  |  |
| Net | £50,000 |  |  |
| VAT (if applicable) | £0 |  |  |
| **TOTAL** | £50,000 | 2024/25 | 02/10/24 |
|  |  |  |  |
| Net | £50,000 |  |  |
| VAT (if applicable) | £0 |  |  |
| **TOTAL** | £50,000 | 2024/25 | 02/01/25 |
|  |  |  |  |
| Net | £50,000 |  |  |
| VAT (if applicable) | £0 |  |  |
| **TOTAL** | £50,000 | 2024/25 | 30/03/25 |
|  |  |  |  |
| Net | £50,000 |  |  |
| VAT (if applicable) | £0 |  |  |
| **TOTAL** | £50,000 | 2025/26 | 03/07/25 |
|  |  |  |  |
| Net | £50,000 |  |  |
| VAT (if applicable) | £0 |  |  |
| **TOTAL** | £50,000 | 2025/26 | 03/10/25 |
|  |  |  |  |
| Net | £50,000 |  |  |
| VAT (if applicable) | £0 |  |  |
| **TOTAL** | £50,000 | 2025/26 | 03/01/26 |
|  |  |  |  |
| Net | £50,000 |  |  |
| VAT (if applicable) | £0 |  |  |
| **TOTAL** | £50,000 | 2025/26 | 31/03/26 |
|  |  |  |  |
| **GRAND TOTAL** | **£600,000** |  |  |

**ANNEX 4**

Guidelines Technical Support Unit (GTSU)

# Introduction

The contractor / guideline technical support unit (GTSU) involvement can be requested by the Guideline Development Teams or by NICE. The contractor involvement cannot be requested by the GC.

The Contractor can be requested to:

* Conduct, or support the Guideline Development Team in the development of, advanced evidence synthesis
* Support complex economic analyses
* Conduct validation of or amendments to, existing evidence syntheses used in guideline models
* Address concerns from stakeholders (via consultation)

The contractor will not be utilised for conducting full systematic reviews or economic analyses nor evidence syntheses that utilise standard methods as those described in the guidelines manual, but will support the in carrying out these tasks by providing advice on appropriate methods available. The contractor shall assist in NICE/ Guideline Development Teams in assessing and developing solutions to complex guideline development issues.

The contractor can be requested to conduct validation of, or amendments to, existing evidence reviews or guideline models to address concerns from stakeholders (via consultation) or the CCP technical team if appropriate.

Requests can be made at any point technical/methodological issues are identified. However, particular consideration should be given to the potential involvement of at scoping, drafting of clinical questions, the economics plan and after consultation.

Proposal for technical support: Section 1

## Guideline Title[[1]](#footnote-1):

## Guideline Development Team [[2]](#footnote-2):

|  |
| --- |
| **NICE Technical lead contact information:** |
| Name: |  |
| Address: |  |
| Email: |  |
| Telephone number: |  |
| Usual working hours: |  |
| **NICE Project manager contact information:** |
| Name: |  |
| Address: |  |
| Email: |  |
| Telephone number: |  |
| Usual working hours: |  |
| **Guideline commissioning manager contact information** |
| Name: |  |
| Address: |  |
| Email: |  |
| Telephone number: |  |
| Usual working hours: |  |

|  |
| --- |
| Section 2 – Full specification (after discussion between GTSU and guideline development team) |
| Project Number (to be completed by NICE) | - |
| GTSU Lead[[3]](#footnote-3) |  |
| Lead GCM[[4]](#footnote-4) |  |
| Technical issue(s) identified |  |
| GTSU output |  |
| Guideline Committee members involved in project (if appropriate)  |  |
| Other experts involved in the project (if appropriate) |  |
| Timelines: Please include key dates during development including delivery of data or reports. |  |
| Total anticipated GTSU person hours - for full details see task form |  |

|  |
| --- |
| Post-project - *To be completed after delivery of project* |
| Output conforms to specification[[5]](#footnote-5) |  |
| Publication |  |
| Total actual GTSU person days  |  |

Approval of CGTSU specification form

CGTSU director: Date:

NICE Technical Lead: Date:

|  |
| --- |
| Section 3: Guidelines Technical Support Unit Project Task Form (to be completed by GTSU) |
| Detailed breakdown of tasks and time spent |
| GTSU Project Number |  |  |
| **GTSU Project Leader** |  |
| Task | Person(s) | Time |
| For example[[6]](#footnote-6): |  | Anticipated | Actual |
| Preparation of specification form, based on documentation and data provided, and discussions with stakeholders |  |  |  |
| Production of agreed analysis, provision of report |  |  |  |
| Follow-up discussions of analyses with Guideline Committee |  |  |  |
| Produce agreed revisions to analysis, report on methods/results, following discussions |  |  |  |
|  |  |  |  |
| Follow-up discussion following Peer review of report |  |  |  |
| Produce agreed revision of analyses and/or report on methods and results |  |  |  |
| Total per person and grand total |  |  |  |

1. Please give the full title of the guideline [↑](#footnote-ref-1)
2. Please provide the name of the developer [↑](#footnote-ref-2)
3. Include contact details (phone number and email) [↑](#footnote-ref-3)
4. Include contact details (phone number and email) [↑](#footnote-ref-4)
5. Did the project achieve its objective(s) [↑](#footnote-ref-5)
6. Please add further pairs of “preparation” and “production” rows if revisions to the specification are made as the project develops. [↑](#footnote-ref-6)