**INVITATION TO TENDER SPECIFICATION for**

**National Institute for Health and Care Excellence:**

**Media distribution, media monitoring and evaluation, and parliamentary monitoring**

**CONTRACT: April 2020 – March 2023**

1. The National Institute for Health and Care Excellence (NICE) is looking for a supplier or suppliers of services to distribute and publish corporate multimedia content including media releases, monitor and evaluate the outputs from its corporate communications in the media, and to monitor Parliamentary activities.
2. NICE is responsible for driving improvement and excellence in the health and social care system. We develop guidance, standards and information on high-quality health and social care. We also advise on ways to promote healthy living and prevent ill health.
3. Our aims are to help deliver the best possible care, give people the most effective treatments based on the most up-to-date evidence, and provide value for money to reduce inequalities and variation.
4. Our products and resources are produced for the NHS, local authorities, care providers, charities, and anyone who has a responsibility for commissioning or providing healthcare, public health or social care services.

**The requirement:**

1. This is a multiple invitation to tender document. Service providers can bid to provide the services described in each lot separately for each service.
2. The brief has three services as follows:

* Publishing and distributing media releases
* The provision of press, online and broadcast media monitoring, evaluation and analysis
* Parliamentary monitoring and political research services

1. The contract will cover an initial three year period with options to extend the supply by up to two 12 month periods.
2. The total budget for the 3 services will be a maximum of £30,000 per annum.

The anticipated costs are:

1. Service 1: provision of a service to publish and distribute media releases (£5k)
2. Service 2: provision of press, online and broadcast monitoring and evaluation and analysis of the monitored media (£20k)
3. Service 3 – provision of parliamentary monitoring and political research services (£5k)
4. NICE will monitor the service and performance of the selected supplier(s) through quarterly Review Meetings with agreed key performance indicators.

**The requirements are as follows:**

1. **Service 1 – provision of a service to publish and distribute media releases.**

**The Services shall include:**

1. A database of journalist contact details from all national, regional and specialist media, in particular all forms of health media, and major international contacts, from print, broadcast and online media outlets.
2. A relationship management system with an in-built search function, the ability for users to identify individual contacts, edit tailored lists of contacts and to add or remove contacts are core requirements.
3. The database shall be updated regularly by the supplier with new contacts and amendments to existing contacts and media outlets. NICE staff will have the ability to add and remove personal contacts and text.
4. The service shall provide a distribution tool to enable press materials to be sent out via email to selected lists either immediately or at a scheduled time. This includes embargo control where only approved journalists will be able to see a release prior to the embargo date.
5. The facility for NICE to upload images, multimedia resources, podcasts, reports, presentations and logos within a press release, and store these resources within the system. Press materials will be integrated with links to NICE’s social media accounts.
6. Training for NICE staff on how to use the database effectively and a customer support service to deal with problems quickly, including a designated account manager and access to a technical helpline.
7. The service shall link with the media monitoring agency (Service 2) used by NICE and where the writer of an article is provided, link the coverage with the profile of the journalist who wrote it.
8. The service shall include the ability to record interactions with individual journalists and view who has read press releases and downloaded assets.
9. Arrangements in place to integrate our private data (private contacts, press enquiries and title and date of disseminated press materials) from the previous supplier and to facilitate data transfer at the end of the contract.
10. System in place to ensure the following key performance indicators are delivered:
    1. Press materials are distributed at desired time.
11. **Service 2 – provision of press, online and broadcast monitoring and evaluation and analysis of the monitored media:**

**The services shall include:**

1. Media monitoring of print content using specified keywords and topics, that can be changed regularly.
2. Online monitoring of news and website content that includes specified keywords and topics, that can be changed regularly.
3. Monitoring of broadcast content on television, radio and web that includes specified keywords and topics, that can be changed regularly.
4. Evaluation and analysis of the results of monitoring. If automated, this needs to reach the standard of human analysis and shall include tone and other impact factors agreed with NICE.
5. Provision of a dedicated account manager to provide advice and relevant expertise.
6. NICE welcomes relevant added-value services in addition to core services, including:
7. forward planning diary.
8. surveys of target audiences.
9. live dashboards.
10. Monitoring of social media mentions including, but not limited to, Twitter, LinkedIn, Instagram and Facebook with analysis of tone and other impact factors. Tracking relevant influencers and/or commentators on social media.
11. Daily summaries of key stories.
12. Mobile app option.
13. System in place to ensure the following key performance indicators are delivered to set times:
    1. Relevant mentions in broadcast media are picked up according to specified keywords and topics in media monitoring brief, avoiding unnecessary duplication.
    2. Relevant mentions in print media are picked up according to specified keywords and topics in media monitoring brief.
    3. Relevant mentions in online media are picked up according to specified keywords and topics in media monitoring brief.
14. **Service 3 – provision of parliamentary monitoring and political research services that cover the following:**

**The services shall include:**

1. General parliamentary/political monitoring that delivers rolling, electronic updates and a regular summary of the upcoming parliamentary and political agenda in the UK Parliament and Devolved Administrations including but not limited to: legislative activity; debates; oral questions; ministerial statements; select committee activity; All Party Parliamentary Group (APPG) activity; ministerial engagements; policy announcements; consultations; and relevant government departmental press releases.
2. Specific daily parliamentary monitoring of the UK Parliament and Devolved Administrations on specific issues/ search terms set by NICE as required.
3. Access to biographical and other relevant information on parliamentarians and senior civil servants, including current/previous political roles, political/other interests, and contact details.
4. Tools to engage with/record contact with parliamentarians and senior civil servants. Including access to information on all members of the government including their private office (special advisors, private secretaries etc).
5. User-friendly searchable records of parliamentary activity.
6. Tracking of all relevant parliamentary activity relating to specific parliamentarians and nominated issues/Bills. This includes parliamentary committee hearings.
7. Political research (for instance biographies of Parliamentarians for select committee hearings or horizon-scanning on issues related to the spring and autumn statements, the Queen’s Speech, the Budget and elections), often at short notice.
8. Provision of a dedicated account manager.
9. NICE welcomes relevant added-value services in addition to core services.
10. System in place to ensure the following key performance indicators are delivered:
    1. Parliamentary mentions are picked up according to keywords and topics in monitoring brief.
    2. Parliamentary mentions are delivered to schedule.
    3. Transcripts are sent on the day of mention.
    4. NICE is given advance notice of pertinent debates, committees and consultations.

**Your submission**

1. Your submission shall take into account the brief as detailed above. In addition you must address the following:

Please give details of how you will deliver the requirements listed under each service. Note that each service will be scored individually and therefore please respond to each service listing under the headings: Service 1, Service 2, and Service 3, and applying the numbering convention below.

This must include details of:

1. Which lot or lots you are bidding for.

For Service 1

1. How your services will meet our requirement specification above.
2. Demonstrate how materials will be disseminated to contacts.
3. Set out how the service ensures confidentiality and security of the information that NICE staff may input, such as embargoed reports or private contact details.
4. Please detail your Service Credit offering for delays in disseminating materials to contacts.
5. Please detail the reports available to assess the success of press materials.
6. Please detail the account management services you provide.

Service 2

1. How your services will meet our requirement specification above.
2. With regards to service reporting/monitoring, please demonstrate how you will filter out mentions not relevant to NICE’s work.
3. Please detail your service credit offering for missed mentions per media channel.
4. Please detail the tracking/reports that could be provided to analyse the results of monitoring.
5. Outline relevant added-value services that are available.
6. Please detail the account management services you provide.

Service 3

1. How your services will meet and exceed our requirement specification.
2. With regards to service reporting/monitoring, please demonstrate how you will filter out mentions not relevant to NICE’s work, e.g. the word ‘nice’.
3. The range of contacts you have access to (parliamentarians, civil servants etc) and the channels – ie email, post, telephone, social media etc.
4. How NICE staff will access the service, e.g. online, password-protected etc. What training is provided (ie: initial and refresher).
5. Any restrictions there are on the number and cost of additional users.
6. Any applicable restrictions on this service (e.g. time limits on storage etc).
7. Any restrictions on the circulation or storage of contacts data once provided to NICE.
8. Set out how the service ensures confidentiality and security of the information that NICE staff may input, such as private contact details.
9. Outline relevant value-adding services and how they add value.
10. Please detail your account management services.
11. Please detail your service credit offering for missed/late parliamentary mentions or transcripts and advance notice alerts.

**For all service proposals**

1. A detailed cost breakdown for this work as follows:

**Cost of Service 1**

|  |  |
| --- | --- |
| Monthly fee for portal | £ |
| Monthly research and update fee | £ |
| Fee for dissemination if applicable | £ |
| User fees | £ |
| Additional costs itemised | £ |
| Total project costs for 3 years ( ex VAT) | £ |

**Cost of Service 2**

|  |  |
| --- | --- |
| Monthly fee for portal | £ |
| Monthly research and update fee | £ |
| Fee for clippings as applicable | £ |
| Fee for evaluation services | £ |
| User fees | £ |
| Additional costs itemised | £ |
| Total project costs for 3 years ( ex VAT) | £ |

**Cost of Service 3**

|  |  |
| --- | --- |
| Monthly fee for portal | £ |
| Monthly research and update fee | £ |
| Fee for political research if applicable | £ |
| User fees | £ |
| Additional costs itemised | £ |
| Total project costs for 3 years ( ex VAT) | £ |

1. Costs are to be provided in the above format in your response. All costs are to be submitted in GBP and be exclusive of VAT. Failure to provide costs as above may result in your whole tender being rejected.
2. General information about your organisation and details of two organisations that NICE can contact for references where examples of similar work have been carried out.
3. Provide one copy each of your organisation’s Health and Safety, Environmental, Equal Opportunities and Diversity in the Workplace Policies together with the last three years of audited accounts for your organisation and a current balance sheet.
   1. NICE recognises that some SMEs (Small, Medium Enterprises) (less than 50 people for a Small Enterprise and less than 250 for a Medium Enterprise) may not have formal policies available but still operate their businesses in a manner that is conducive to the above. If you are an SME and do not have formal policies in place, please submit with your response, a written statement on how your company operates in light of the above three areas of legislation and best practice***.***
   2. In addition, please provide the following: the last three years’ audited accounts for your organisation. If your organisation is an SME and you do not have full audited accounts, please provide three years of balance sheets.
4. A declaration (if applicable) of all current projects with clients or partners that your department/group/organisation is currently working with which could be seen as being detrimental or ethically opposed to the health aims promoted by NICE.
5. If your organisation (whole organisation including parent, group or subsidiary) has a turnover of £36 million pounds or greater then please provide a Modern Slavery Act Transparency Statement: this should set out the steps you have taken to ensure there is no modern slavery in your own organisation/business and that of your supply chain. If your organisation has taken no steps to ensure there is no modern slavery in your own organisation, then your statement should say so. [Please note: a parent org/ group statement is acceptable, this is compliance with the Modern Slavery Act 2015.]
6. A summary sheet detailing the benefits of your proposal and where your proposal provides value for money.
7. Please supply a copy of the terms and conditions of supply for your service. Please also be aware that as a public sector organisation NICE will need to be able to comply with Freedom of Information requests and their legislation and cannot provide insurance for liabilities as we are covered by Department of Health and Social care in our functions, due to these limitations NICE reserves the right to negotiate with the selected supplier(s) upon terms and conditions prior to contract award.
8. Also we will need to comply with GDPR with regard to the lists of journalists’ and parliamentarians’ contacts for services 1 and 3. We would therefore seek the terms included in annex 1 or their equivalent within the contract which covers Service 1 and 3.

**Selection criteria**

1. The selection criteria and weighting that will be applied to the bids for the tender evaluators are:

**Service 1**

|  |  |
| --- | --- |
| **Criteria** | **Weighting** |
| **Financial Stability & Policies and Procedures**  *(A bidder will be excluded from further assessment if the required policies and procedures, including their financial statements are not provided)* | **PASS/FAIL** |
| **Acceptability of service terms and conditions** | **PASS/FAIL** |
| **Ability to fully and credibly cover the breadth of competencies required to deliver the scope of work** | 40 |
| **Service support** | 10 |
| **References** | Pass/Fail |
| **Project Cost & value for money** | 50 |

**Service 2**

|  |  |
| --- | --- |
| **Criteria** | **Weighting** |
| **Financial Stability & Policies and Procedures**  *(A bidder will be excluded from further assessment if the required policies and procedures, including their financial statements are not provided)* | **PASS/FAIL** |
| **Acceptability of service terms and conditions** | **PASS/FAIL** |
| **Ability to fully and credibly cover the breadth of competencies required to deliver the scope of work** | 32 |
| **Service support** | 10 |
| **Any value added to the project specification** | 8 |
| **References** | Pass/Fail |
| **Project Cost & value for money** | 50 |

**Service 3**

|  |  |
| --- | --- |
| **Criteria** | **Weighting** |
| **Financial Stability & Policies and Procedures**  *(A bidder will be excluded from further assessment if the required policies and procedures, including their financial statements are not provided)* | **PASS/FAIL** |
| **Acceptability of service terms and conditions** | **PASS/FAIL** |
| **Ability to fully and credibly cover the breadth of competencies required to deliver the scope of work** | 23 |
| **Ease of use of the service** | 15 |
| **Any value added to the project specification above and beyond the services requested** | 3 |
| **Service support** | 9 |
| **References** | Pass/Fail |
| **Project Cost & value for money** | 50 |

1. In light of the government’s drive for transparency, NICE is providing the formula that will be used for the cost evaluation aspect and the scoring guide.

Cost Evaluation

The cost will be evaluated using the following formula:

1. **Lowest Bidder’s Price** / **Bidder’s Price X 50** (the weighting)

Criteria and Scoring Guide

1. Each evaluator will independently evaluate each tender submitted using the following guide to score each criteria, the scores of all evaluators per criteria are then averaged and the criteria weighting is then applied to give an adjusted score.

|  |  |
| --- | --- |
| Scoring Note |  |
| -5 | The point is omitted |
| 0 | The point is not explained/ repeat of specification |
| 1 | The point is not acceptable |
| 2 | The point is possibly acceptable |
| 3 | The point is acceptable |
| 4 | The point is well made and acceptable |
| 5 | The point exceeds expectations/excellent |

**Procurement Timetable**

1. The timetable for the tendering process is:

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| --- | --- |
| Invitation to tender and expressions of interest invited | 21 November 2019 |
| Deadline for expressions of interest | **5pm** 6 December 2019 |
| Deadline for tender questions | **5pm 6 December** 2019 |
| Answers to tender questions sent out | **5pm** 9 December 2019 |
| Closing date for tender proposals | **12 noon** 20 December 2019 |
| NICE team assessing tenders | 20 December 2019 to 10 January 2019 |
| NICE team notifying bidders if interview is required | 10 January 2019 |
| Interview date (if needed) | 21 January 2020 |
| Successful and unsuccessful contractors notified | 22 January 2020 |
| Alcatel period (10 working days standstill period) | 23 January to 6 February 2020 |
| Finalise contract and obtain signatures | 7 February to 21 February 2020 |
| Contract commences | 1 April 2020 |

***\*Please be aware this timetable maybe subject to change***

**Timelines**

The timescales are as follows:

1. Expressions of Interest must be emailed to [Irene.walker@nice.org.uk](mailto:Irene.walker@nice.org.uk) no later than the 6th December 2019.
2. Questions on any aspect of the brief, by email to Irene.Walker@nice.org.uk by 5pm on 6 December 2019.
3. Responses to questions will be sent to all interested parties by 5pm on 9 December 2019.
4. Closing date for the submission of tenders: 12 noon on 20 December 2019. Bids must be submitted to contract.bids@nice.org.uk
5. Interviews will be held on 21 January 2020 (if required).
6. Bidders will be informed of award decision by 22 January 2020.
7. Contract to begin on mutually agreed date (preferably 1 April 2020).
8. Contract will be awarded on a 3 +1 +1 year basis.
9. Quarterly reviews of the service will include support services, monitoring quality, technical issues, and agreed key performance indicators.
10. Annual contract reviews will be held on the anniversary of the contract start date.

# Annex 1 - Generic Standard GDPR Clauses

The GDPR generic standard clauses may also be adapted to fit existing contract templates - CCS advise seeking legal advice when doing this.

**Definitions**

|  |  |
| --- | --- |
| **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; (iiii) all applicable Law about the processing of personal data and privacy; |
| **Data Subject, Data Protection Officer** | take the meaning given in the GDPR |
| **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)* |
| **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 |

1. **DATA PROTECTION**
   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:
      1. to maintain technical and organisational security measures sufficient to comply with the obligations imposed on NICE and the Contactor by the Data Protection Legislation.
      2. only to process Personal Data for and on behalf of NICE, in accordance with the instructions of NICE as describe in [Schedule A] and for the purpose of performing the Services in accordance with the Contract and to ensure compliance with the Data Protection Legislation.
   2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the NICE is the Controller and the Contractor is the Processor. [GUIDANCE NOTE: Controller and processor to be confirm at contract award]
   3. The Contractor shall only process Personal Data as authorised by NICE and described in [Schedule A] by NICE and shall not process or use the Personal Data for any other purpose. The details in [Schedule A] may not be determined by the Contractor.
   4. The Contractor shall notify NICE immediately if it considers that any of the NICE instructions infringe the Data Protection Legislation.
   5. The Contractor shall provide all reasonable assistance to the NICE in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the NICE, include:
      1. a systematic description of the envisaged processing operations and the purpose of the processing;
      2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
      3. an assessment of the risks to the rights and freedoms of Data Subjects; and
      4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
   6. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
      1. process that Personal Data only in accordance with [Schedule A], unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the NICE before processing the Personal Data unless prohibited by Law;
      2. ensure that it has in place Protective Measures, which have been reviewed and approved by the NICE as appropriate to protect against a Data Loss Event having taken account of the:
2. nature of the data to be protected;
3. harm that might result from a Data Loss Event;
4. state of technological development; and
5. cost of implementing any measures;
   * 1. ensure that:
6. the Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular [Schedule A]);
7. it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and
8. ensure that they:
   * + - 1. are aware of and comply with the Contractor’s duties under this clause;
         2. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
         3. 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 the NICE or as otherwise permitted by this Agreement; and
         4. have undergone adequate training in the use, care, protection and handling of Personal Data; and
9. not transfer Personal Data outside of the EU unless the prior written consent of the NICE has been obtained and the following conditions are fulfilled:
10. the 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;
11. the Data Subject has enforceable rights and effective legal remedies;
12. 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 the NICE in meeting its obligations); and
13. the Contractor complies with any reasonable instructions notified to it in advance by the NICE with respect to the processing of the Personal Data;
14. at the written direction of the NICE, delete or return Personal Data (and any copies of it) to the NICE on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.
    1. Subject to clause 1.8, the Contractor shall notify the NICE immediately if it:
15. receives a Data Subject Access Request (or purported Data Subject Access Request);
16. receives a request to rectify, block or erase any Personal Data;
17. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
18. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
19. 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

1. becomes aware of a Data Loss Event.
   1. The Contractor’s obligation to notify under clause 1.7 shall include the provision of further information to the NICE in phases, as details become available.
   2. Taking into account the nature of the processing, the Contractor shall provide the NICE with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.7 (and insofar as possible within the timescales reasonably required by the NICE) including by promptly providing:
      1. the NICE with full details and copies of the complaint, communication or request;
      2. such assistance as is reasonably requested by the NICE to enable the NICE to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
      3. the NICE, at its request, with any Personal Data it holds in relation to a Data Subject;
      4. assistance as requested by the NICE following any Data Loss Event;
      5. assistance as requested by the NICE with respect to any request from the Information Commissioner’s Office, or any consultation by the NICE with the Information Commissioner's Office.
   3. 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 1 on reasonable notice and/or to provide NICE with evidence of its compliance with the obligations set out in this Clause 1 and to demonstrate its compliance with this clause.
   4. The Contractor shall allow for audits of its Data Processing activity by the NICE or the NICE’s designated auditor.
   5. The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
   6. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
      1. notify the NICE in writing of the intended Sub-processor and processing;
      2. obtain the written consent of the NICE;
      3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 1 such that they apply to the Sub-processor; and
      4. provide the NICE with such information regarding the Sub-processor as the NICE may reasonably require.
   7. The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
   8. The 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).
   9. The Parties agree to take account of any guidance issued by the Information Commissioner’s Office. The 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.
   10. 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.

**SCHEDULE A – to be complete after contract award**

|  |  |
| --- | --- |
| **Subject matter of the processing** |  |
| **Duration of the processing** |  |
| **Purposes of the processing** |  |
| **Nature of the processing** |  |
| **Type of Personal Data** |  |
| **Categories of Data Subject** |  |
| **Plan for return and destruction of the data once the processing is complete** |  |