

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

## 1. BASIC DETAILS

1.	NAME AND ADDRESS OF CONTRACTOR (including Company Registration Number if relevant)	Yonder Consulting Limited (04153928) Northburgh House, 10 Northburgh Street, London, EC1V 0AT			
2.	DESCRIPTION OF CONTRACTOR	Insight and strategy consultancy			
3.	DESCRIPTION OF PROJECT SERVICES	Managing NICE's Reputation Research project			
4.	NICE BUDGET HOLDER	<div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div>			
5.	NICE PROJECT MANAGER	<div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div>			
6.	NOMINATED MANAGER OF CONTRACTOR	<div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div>			
7.	CONTRACTOR AUTHORISED SIGNATORY	<div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div>			
8.	DATE AGREEMENT SIGNED	<table border="1" style="display: inline-table; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 33px; height: 30px;">D</td> <td style="width: 33px; height: 30px;">M</td> <td style="width: 33px; height: 30px;">Y</td> </tr> </table>	D	M	Y
D	M	Y			
9.	DATE AGREEMENT COMES INTO EFFECT (IF DIFFERENT FROM ABOVE)	<table border="1" style="display: inline-table; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 33px; height: 30px;">10</td> <td style="width: 33px; height: 30px;">05</td> <td style="width: 33px; height: 30px;">2021</td> </tr> </table>	10	05	2021
10	05	2021			
10.	DATE AGREEMENT ENDS (IF FIXED DATE)	<table border="1" style="display: inline-table; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 33px; height: 30px;">31</td> <td style="width: 33px; height: 30px;">12</td> <td style="width: 33px; height: 30px;">2025</td> </tr> </table>	31	12	2025
31	12	2025			
1.11.	CONTRACT NUMBER	<div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div>			
1.12	PROJECT NUMBER				

IT IS AGREED AS FOLLOWS

## 2. DEFINITIONS

<b>"Agreement"</b>	this Agreement and any Annexes attached to it.
<b>"Controller"</b>	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
<b>"Data Subject Access Request"</b>	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.
<b>"Data Protection Impact Assessment"</b>	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
<b>"Data Protection Legislation"</b>	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
<b>"Data Subject, Data Protection Officer"</b>	the meaning given in the GDPR, DAP 2018
<b>"Data Loss Event"</b>	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.
<b>"DPA 2018"</b>	means Data Protection Act 2018
<b>"GDPR"</b>	means the General Data Protection Regulation (Regulation (EU) 2016/679)
<b>"LED"</b>	means Law Enforcement Directive (Directive (EU) 2016/680)

<b>"NICE"</b>	The National Institute for Health and Care Excellence, Level 1A, City Tower, Piccadilly Plaza, Manchester. M1 4BT
<b>"Personal Data"</b>	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
<b>"Personal Data Breach"</b>	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
<b>"Processing"</b>	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
<b>"Processor"</b>	means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller
<b>"Protective Measures"</b>	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.
<b>"Sub-processor"</b>	means any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement

<b>"the Contractor"</b>	the person in 1.1 or any partner, employee, agent, sub-contractor or other lawful representative of the person in 1.1.
<b>"the Milestones"</b>	the milestones as set out in Annex 2.
<b>"the Project Services"</b>	the Project Services set out in 1.3 as more fully described in Annex 1.

### **3. AGREEMENT**

- 3.1. In consideration of NICE making certain payments to the Contractor, the Contractor has agreed to provide the Project Services to NICE on the terms and conditions of this Agreement
- 3.2. The payments for the Project Services are fixed and no further payments shall be made by NICE.

### **4. OBLIGATIONS OF THE CONTRACTOR**

#### **4.1. The Project Services**

- 4.1.1. The Contractor shall carry out the Project Services in accordance with Annex 1 and to a quality acceptable to NICE.
- 4.1.2. No material changes to the Project Services shall be permitted without the written consent of NICE Project Manager.
- 4.1.3. The Contractor shall use its best endeavours to achieve the milestones set out in Annex 2 ("the Milestones").

#### **4.2. Sub-Contractors**

- 4.2.1. The Contractor shall agree with NICE the use of any sub-contractor to carry out any part of the Project Services.
- 4.2.2. The Contractor shall ensure that any sub-contractor it uses adheres to the obligations of this Agreement as if the sub-contractor were the Contractor.

#### **4.3. Instructions**

- 4.3.1. The Contractor shall comply fully with the instructions of the Project Manager and, if the Contractor is working in NICE, with the office rules of NICE.

#### **4.4. Financial Control**

- 4.4.1. The Contractor shall keep accurate books and accounts in respect of the Project Services and, if requested in writing by NICE, shall (at its own expense) have them certified by a professional firm of auditors.
- 4.4.2. The Contractor shall permit NICE to inspect and take copies (at NICE's expense) of any financial information or records NICE requires which relate to this Agreement.

#### **4.5. Communication**

- 4.5.1. The Contractor shall ensure that all communications with NICE concerning the Project Services shall only be between the nominated representatives of both Parties, that is, NICE Project Manager who shall be the Manager nominated by NICE from its own staff or such other person as NICE shall nominate in writing, and the nominated manager of the Contractor.

#### **4.6. Laws and Regulation**

- 4.6.1. The Contractor shall adhere to all laws and regulations relating to the provision of the Project Services.
- 4.6.2. The Contractor shall comply in all material respects with applicable environmental laws and regulations in force from time to time in relation to the Services. Where the provisions of any such legislation are implemented by the use of voluntary agreements or codes of practice, the Contractor shall comply with such agreements or codes of practices as if they were incorporated into English law subject to those voluntary agreements being cited in tender documentation.
- 4.6.3. While at NICE's Offices, the Contractor shall comply, and shall ensure that its employees comply with, the requirements of relevant Health and Safety and other relevant legislation, including regulations and codes of practice issued thereunder, and with NICE's and any Beneficiary's own policies and procedures.
- 4.6.4. The Contractor shall at all times maintain a specific Health and Safety at Work policy relating to the employment of his own staff whilst carrying out their duties in relation to the Contract on the NICE's or any Beneficiary's premises. The Contractor shall ensure the co-operation of its employees in all prevention measures designed against fire, or any other hazards, and shall notify NICE's of any change in the

Contractor's working practices or other occurrences likely to increase such risks or to cause new hazards.

#### **4.7. Taxation**

- 4.7.1. Where the Contractor or Key Individuals supplied by the Contractor are liable to be taxed in the UK in respect of consideration received under this contract, the Contractor shall, and ensure that the Key Individuals shall, at all times comply with the Income Tax (Earnings and Pension) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- 4.7.2. Where the Contractor or Key Individuals are liable for National Insurance Contributions (NICs) in respect of consideration received under this contract, , the Contractor shall, and ensure that the Key Individuals shall, at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- 4.7.3. NICE may, at any time during the term of this contract, request the Contractor to provide information which demonstrates:
  - (a) how the Contractor or the Key Individuals comply with clauses 4.7.1 and 4.7.2 above; or why
  - (b) Clauses 4.7.1 and 4.7.2 are not applicable to the Contractor or the Key Individuals.
- 4.7.4. Where applicable, a request under clause 4.7.3 above may specify the information which the Contractor or the Key Individuals must provide and the period within which that information must be provided.
- 4.7.5. NICE may terminate this Contract if:
  - (a) in the case of a request mentioned in clause 4.7.3 above:-
    - (i) The Contractor or the Key Individuals fails to provide information in response to the request within twenty [20] days, or
    - (ii) The Contractor or the Key Individuals provides information which is inadequate to demonstrate either compliance with clauses 4.7.1 and 4.7.2

above or why these clauses do not apply to either the Contractor or the Key Individuals;

- (b) in the case of a request mentioned in clause 4.7.4 above the Contractor fails to provide the specified information within twenty [20] days, or
- (c) it receives information which demonstrates that, at any time when clauses 4.7.1 and 4.7.2 apply to the Contractor, the Contractor is not complying with those clauses.

4.7.6. NICE may supply any information which it receives under Clause 4.7.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

## **5. OBLIGATIONS OF NICE**

### **5.1. Monitoring**

5.1.1. NICE shall monitor the provision of the Project Services at its discretion. To assist in this, the Contractor shall provide such written reports as NICE shall reasonably request.

## **6. TERM**

6.1. Except for those clauses 10, 12 and 16 which shall continue after this Agreement terminates, this Agreement shall begin on the date set out in clauses 1.8 or 1.9 and end on the date set out in clause 1.10. If there is no date in clause 1.10 then this Agreement shall continue until the Project Services are completed to the satisfaction of NICE or such other time as shall be notified by NICE to the Contractor.

## **7. PAYMENT**

7.1. Subject to the due performance of the Contractor's obligations, NICE will pay all invoices submitted by the Contractor in accordance with Annex 4 within 30 days of their receipt.

7.2. The Contractor shall send all invoices, clearly quoting the contract number, to [REDACTED], alternatively the Contractor can register with Tradeshift [REDACTED] to send invoices electronically and have access to Tradeshift updates of the progress of invoices.

7.3. Invoices sent to NICE shall be accurate and correct in all respects.

- 7.4. NICE reserves the unconditional right to withhold payment of the final invoice or invoices until the Project Services are successfully concluded to the satisfaction of NICE and NICE receives a copy of any relevant work created as a result of the Project Services in a form acceptable to the NICE.

## **8. STAFF AND RESOURCES**

- 8.1. The Contractor shall be fully responsible in every way for all its staff and all consultants (whether part-time or full-time).
- 8.2. The Contractor shall ensure that it complies with all current employment legislation and in particular, does not unlawfully discriminate within the meaning of the Equality Act 2010 (as amended) the Part Time Workers (Prevention of Less Favourable Treatment) Regulations 2000, the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, or any other relevant legislation relating to discrimination in the employment of employees for the purpose of providing the Services. The Contractor shall take all reasonable steps (at its own expense) to ensure that any employees employed in the provision of the Services do not unlawfully discriminate within the meaning of this Clause 8.2 and shall impose on any sub-contractor obligations substantially similar to those imposed on the Contractor by this Clause 8.2; and
- 8.3. in the management of its affairs and the development of its equality and diversity policies, the Contractor shall co-operate with NICE in respect of NICE's obligations to comply with statutory equality duties. The Contractor shall take such steps as NICE considers appropriate to promote equality and diversity, including race equality, equality of opportunity for disabled people, gender equality, and equality relating to religion and belief, sexual orientation and age in the provision of the Services.
- 8.4. The Contractor shall notify NICE immediately of any investigation of or proceedings against the Contractor under the Equality Act 2010 and shall cooperate fully and promptly with any requests of the person or body conducting such investigation or proceedings, including allowing access to any documents or data required, attending any meetings and providing any information requested.
- 8.5. The Contractor shall indemnify NICE against all costs, claims, charges, demands, liabilities, damages, losses and expenses incurred or suffered by NICE arising out of or in connection with any investigation conducted or any proceedings brought under the Equality Act 2010 due directly or indirectly to any act or omission by the Contractor, its agents, employees or sub-contractors.



- 8.6. The Contractor shall impose on any sub-contractor obligations substantially similar to those imposed on the Contractor by this Clause 8.
- 8.7. NICE shall have the right to be consulted on what staff will be appointed to provide the Project Services.
- 8.8. The Contractor undertakes to NICE that any person assigned to NICE to supply the Project Services is a full-time employee of the Contractor and that employee shall not be transferred from this assignment without the prior written consent of NICE.

## **9. INSURANCE**

- 9.1. The Contractor shall maintain an appropriate insurance policy to cover its liabilities to NICE under this Agreement.
- 9.2. The Contractor shall supply a copy of any relevant insurance policy to NICE together with proof of payments of all premiums if required.

## **10. INTELLECTUAL PROPERTY AND COPYRIGHT**

- 10.1. The Contractor recognises that the Intellectual Property and Copyright in any work which is created as a result of the Project Services by the Contractor or its servants, agents, consultants or independent contractors shall belong to NICE.
- 10.2. In consideration of NICE paying for the Project Services the Contractor with full title guarantee assigns or agrees to procure the assignment to NICE of all vested contingent and future Intellectual Property rights and Copyright in any work created as a result of the Project Services to hold to NICE its successors and assigns absolutely throughout the world for the full period of those rights.
- 10.3. The Contractor warrants to NICE that in relation to any work created by itself, its servants, agents, consultants or independent contractors, as a result of the Project Services, that:-
  - 10.3.1. such work is not a violation of any existing copyright anywhere;
  - 10.3.2. such work does not contain anything objectionable, obscene or libellous;
  - 10.3.3. all statements contained in any such work which purport to be facts are true.
- 10.4. If the Contractor incorporates any copyrightable work in any work it produces or has produced on its behalf then it shall ensure that

appropriate permissions to use that work are obtained in writing. The NICE Project Manager shall have the right to see such permissions.

- 10.5. The Contractor shall procure that any independent author or part-author of any copyrightable material created as a result of the Project Services, assigns the copyright with full title guarantee to NICE and waives any moral rights under the Copyright, Designs and Patents Acts 1988. Any assignment and/or waiver under this sub-clause shall be on NICE's standard terms set out in Annex 3. The Contractor shall do this as soon as reasonably possible after the creation of any such work.
- 10.6. It is the policy of NICE to associate authors with their works. However, there may be exceptional circumstances where this would be to the detriment of NICE. In an exceptional circumstance NICE, as copyright owner, would reserve the right to disassociate the author from the work.

## **11. PUBLIC REPUTATION OF THE PARTIES**

- 11.1. Both Parties recognise the other Party's public reputation and legal responsibilities. Each Party shall use all reasonable endeavours not to harm or compromise these.
- 11.2. The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA and/or the DPA, the content of this Contract is not Confidential Information. NICE shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA and/or the DPA.
- 11.3. Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for NICE to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public. And agrees to the public re-use of the documents provided that such reuse cites the source and do not misuse or deliberately mislead.

## **12. CONFIDENTIALITY**

- 12.1. In respect of any Confidential Information it may receive from the other party ("the Discloser") and subject always to the remainder of this clause 12, each party ("the Recipient") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:

- 12.2. the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of the Contract;
- 12.3. the provisions of this clause 12 shall not apply to any Confidential Information which:
- (a) is in or enters the public domain other than by breach of the Contract or other act or omissions of the Recipient;
  - (b) is obtained by a third party who is lawfully authorised to disclose such information; or
  - (c) is authorised for release by the prior written consent of the Discloser; or
  - (d) the disclosure of which is required to ensure the compliance of NICE with the Freedom of Information Act 2000 (the FOIA).
- 12.4. Nothing in this clause 12 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law or, where the Contractor is the Recipient, to the Contractor's immediate or ultimate holding company provided that the Contractor procures that such holding company complies with this clause 12 as if any reference to the Contractor in this clause 12 were a reference to such holding company.
- 12.5. The Contractor authorises NICE to disclose the Confidential Information to such person(s) as may be notified to the Contractor in writing by NICE from time to time to the extent only as is necessary for the purposes of auditing and collating information so as to ascertain a realistic market price for the goods supplied in accordance with the Contract, such exercise being commonly referred to as "benchmarking". NICE shall use all reasonable endeavours to ensure that such person(s) keeps the Confidential Information confidential and does not make use of the Confidential Information except for the purpose for which the disclosure is made. NICE shall not without good reason claim that the lowest price available in the market is the realistic market price.
- 12.6. The Contractor acknowledges that NICE is or may be subject to the FOIA. The Contractor notes and acknowledges the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) and the Environmental Information Regulations 2004 as may be amended, updated or replaced from time to time. The Contractor will act in accordance with

the FOIA, these Codes of Practice and these Regulations (and any other applicable codes of practice or guidance notified to the Contractor from time to time) to the extent that they apply to the Contractor's performance under the Contract.

12.7. The Contractor agrees that:

- 12.7.1. Without prejudice to the generality of clause 12.2, the provisions of this clause 12 are subject to the respective obligations and commitments of NICE under the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) and the Environmental Information Regulations 2004;
- 12.7.2. subject to clause 12.7.3, the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for NICE;
- 12.7.3. where NICE is managing a request as referred to in clause 12.7.2, the Contractor shall co-operate with NICE and shall respond within five (5) working days of any request by it for assistance in determining how to respond to a request for disclosure.

12.8. The Contractor shall and shall procure that its sub-contractors shall:

- 12.8.1. transfer any request for information, as defined under section 8 of the FOIA, to NICE as soon as practicable after receipt and in any event within five (5) working days of receiving a request for information;
- 12.8.2. provide NICE with a copy of all information in its possession or power in the form that NICE requires within five (5) working days (or such other period as NICE or a Beneficiary may specify) of NICE or a Beneficiary requesting that Information; and
- 12.8.3. provide all necessary assistance as reasonably requested by NICE to enable NICE to respond to a request for information within the time for compliance set out in section 10 of the FOIA.

12.9. NICE may consult the Contractor in relation to any request for disclosure of the Contractor's Confidential Information in accordance with all applicable guidance.

12.10. This clause 12 shall remain in force without limit in time in respect of Confidential Information which comprises Personal Data or which relates to a patient, his or her treatment and/or medical records. Save as aforesaid and unless otherwise expressly set out in the Contract, this clause 12 shall remain in force for a period of 3 years after the termination or expiry of this Contract.

12.11. In the event that the Contractor fails to comply with this clause 12, NICE reserves the right to terminate the Contract by notice in writing with immediate effect.

### **13. Data Protection**

13.1. The Contractor shall comply with the Data Protection Legislation. In particular the Contractor agrees to comply with the obligations placed on NICE as set out in Data Protection Legislation, namely:

13.1.1. to maintain technical and organisational security measures sufficient to comply with the obligations imposed on NICE and the Contractor by the Data Protection Legislation.

13.1.2. only to process Personal Data for and on behalf of NICE, in accordance with the instructions of NICE as describe in Annex 5 and for the purpose of performing the Services in accordance with the Contract and to ensure compliance with the Data Protection Legislation.

13.2. The Parties acknowledge that for the purposes of the Data Protection Legislation, NICE is the Controller and the Contractor is the Processor.

13.3. The Contractor shall only process Personal Data as authorised by NICE and described in Annex 5 and shall not process or use the Personal Data for any other purpose. The details in Annex 5 may not be determined by the Contractor.

13.4. The Contractor shall notify NICE immediately if it considers that any of NICE instructions infringe the Data Protection Legislation.

13.5. The Contractor shall provide all reasonable assistance to NICE in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of NICE, include:

13.5.1. a systematic description of the envisaged processing operations and the purpose of the processing;

13.5.2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;

- 13.5.3. an assessment of the risks to the rights and freedoms of Data Subjects; and
  - 13.5.4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 13.6. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- 13.6.1. process that Personal Data only in accordance with Annex 5, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify NICE before processing the Personal Data unless prohibited by Law;
  - 13.6.2. ensure that it has in place Protective Measures, which have been reviewed and approved by NICE as appropriate to protect against a Data Loss Event having taken account of the:
    - a) nature of the data to be protected;
    - b) harm that might result from a Data Loss Event;
    - c) state of technological development; and
    - d) cost of implementing any measures;
  - 13.6.3. ensure that:
    - a) the Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Annex 5);
    - b) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and
    - c) ensure that they:
      - i. are aware of and comply with the Contractor's duties under this clause;
      - ii. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
      - iii. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by NICE or as otherwise permitted by this Agreement; and

- iv. have undergone adequate training in the use, care, protection and handling of Personal Data; and
- d) not transfer Personal Data outside of the EU unless the prior written consent of NICE has been obtained and the following conditions are fulfilled:
  - i. NICE or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the NICE;
  - ii. the Data Subject has enforceable rights and effective legal remedies;
  - iii. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist NICE in meeting its obligations); and
  - iv. the Contractor complies with any reasonable instructions notified to it in advance by NICE with respect to the processing of the Personal Data;
- e) at the written direction of the NICE, delete or return Personal Data (and any copies of it) to NICE on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

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

- a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- b) receives a request to rectify, block or erase any Personal Data;
- c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;

or

- f) becomes aware of a Data Loss Event.
- 13.8. The Contractor's obligation to notify under clause 13.7 shall include the provision of further information to NICE in phases, as details become available.
- 13.9. Taking into account the nature of the processing, the Contractor shall provide NICE with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 13.7 (and insofar as possible within the timescales reasonably required by the NICE) including by promptly providing:
- 13.9.1. NICE with full details and copies of the complaint, communication or request;
  - 13.9.2. such assistance as is reasonably requested by NICE to enable NICE to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - 13.9.3. NICE, at its request, with any Personal Data it holds in relation to a Data Subject;
  - 13.9.4. assistance as requested by NICE following any Data Loss Event;
  - 13.9.5. assistance as requested by NICE with respect to any request from the Information Commissioner's Office, or any consultation by NICE with the Information Commissioner's Office.
- 13.10. The Contractor shall maintain complete and accurate records and information to allow NICE to audit the Contractor's compliance with the requirements of this Clause 13 on reasonable notice and/or to provide NICE with evidence of its compliance with the obligations set out in this Clause 16 and to demonstrate its compliance with this clause.
- 13.11. The Contractor shall allow for audits of its Data Processing activity by NICE or NICE's designated auditor.
- 13.12. The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
- 13.13. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
- 13.13.1. notify NICE in writing of the intended Sub-processor and processing;



- 13.13.1.1. obtain the written consent of NICE;
  - 13.13.1.2. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 13 such that they apply to the Sub-processor; and
  - 13.13.1.3. provide NICE with such information regarding the Sub-processor as NICE may reasonably require.
- 13.14. The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
- 13.15. NICE may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 13.16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. NICE may on not less than 30 Working Days' notice to the Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 13.17. The Contractor agrees to indemnify and keep indemnified NICE against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith by NICE and any Beneficiary as a result of any claim made or brought by any individual or other legal person in respect of any loss, damage or distress caused to that individual or other legal person as a result of the Contractor's unauthorised processing, unlawful processing, destruction of and/or damage to any Personal Data processed by the Contractor, its employees or agents in the Contractor's performance of the Contract or as otherwise agreed between the Parties.

#### **14. GIFTS AND PAYMENTS OF COMMISSION**

- 14.1. 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 losses, costs, damages or expenses of any kind, whether direct or indirect, which arise out of or are connected with that breach.

## **16. LIMITATION OF LIABILITY**

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

## **17. TERMINATION**

This Agreement shall terminate in the following circumstances -

### **17.1. 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 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 carried out by NICE under this Agreement is unsatisfactory NICE may terminate this Agreement on 30 days' written notice.

17.6. In addition to its rights under any other provision of the contract NICE may terminate the contract at any time by giving the contractor three months' written notice

## **18. MISCELLANEOUS**

It is further agreed between the Parties:

### **18.1. 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.



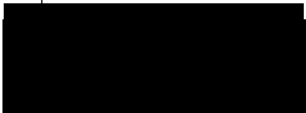
### **18.3. Variation**

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


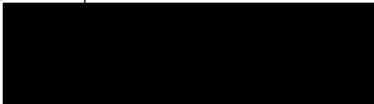
#### **18.4. Governing Law**

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

**Signed for and on behalf  
of NICE**

	<b>Signature</b>	<b>Name and title</b>	<b>Date</b>
<b>Procurement</b>		Barney Wilkinson, Associate Director of Procurement	12 Jul 2021
<b>Contract Manager</b>		Jenny Kasher, Senior Audience Insight Manager	12 Jul 2021
<b>Budget Holder</b>		Jane Gizbert, Communications Director	12 Jul 2021

**Signed for and on behalf  
of the Provider**

	<b>Signature</b>	<b>Name and title</b>	<b>Date</b>
<b>Project Supervisor</b>		Owen Thomas, Director, Yonder	09 Jul 2021
<b>Authorised Signatory:</b>		Owen Thomas, Director, Yonder	09 Jul 2021

**This contract is not valid until all Signatures have been completed**

# ANNEX 1

## The Project Services

Yonder will plan and produce all aspects of three waves of the NICE reputation research project, over a period of 5 years, with research conducted in spring 2021, 2023 and 2025 to coincide with the launch and delivery of the NICE 5-year strategy. Yonder will work closely with NICE to develop and deliver a high quality stakeholder reputation research project.

This Annex relates to the 2021 wave and is subject to review on commencement of future waves in 2023 and 2025.

The primary objectives of the reputation research are to:

- Measure perceptions of NICE that shape its overall reputation.
- Understand how different audiences interact with the organisation.
- Understand how NICE performs against expectations.
- Understand how NICE performs against selected benchmark organisations in relation to several key indicators (to be agreed).

NICE's stakeholder groups are many and varied and the reputation survey will need to be distributed through different channels to reach them. Examples of these stakeholders include:

- NICE's sponsor department and other public sector partners, including the Department of Health and Social Care (sponsor department), NHS England, Public Health England, Department of Education, NHS Choices (contact details will be provided).
- Practitioners, such as doctors, GPs, nurses, midwiferies, allied health professionals, pharmacists/medicines management, service managers, commissioners, public health and social care professionals and students.
- General public, patients, service users and carers
- Voluntary and community organisations
- Pharmaceutical industries
- Opinion formers, including MPs and journalists

## **Service requirements**

The service provider, Yonder, shall:

1. Project manage the process, with clearly defined team responsibilities;
  - Director – Project Director
  - Associate Director – Project Lead
  - Consultant – Project Manager
  - Yonder Data Solutions – Responsible for quantitative fieldwork
2. Meet the timescale for delivery as listed in the milestones at Annex 2
3. Work collaboratively with the NICE audience insight team on the design of the stakeholder survey questions and discussion guides, so that some questions from historical surveys continue to be asked and comparisons can be made with previous results.
4. Employ an approach that ensures that results can be benchmarked against other public bodies and particularly those within the health and social care family, such as Public Health England and the Care Quality Commission.
5. Ensure that details of survey distribution channels are offered to all of the stakeholder groups and that they are given equal opportunity to respond.
6. Produce findings in the form of an engaging and insightful report that provides an understanding of how stakeholders perceive NICE. The report shall include detailed analysis and breakdown of results, where appropriate, and recommendations for improving NICE's reputation among stakeholders.
7. Provide the raw data, including survey data and transcripts from the qualitative work to NICE in the most relevant format (Excel for quantitative data and Word and Excel for qualitative data)
8. Present a draft of the final report to NICE's audience insight team
9. Present the findings to NICE's Senior Management team (SMT). A presentation may also be required to the NICE Board.

## **What the contractor will deliver**

### **1. Stage 1 – Set up**

#### **1.1 Review of past research**

Yonder shall undertake a thorough review of past research findings and assets (inputs, sampling and outputs) to identify elements that should be retained or replicated.

#### **1.2 Inception workshop**

Yonder shall deliver an inception workshop at the beginning of the programme to bring together project teams from NICE and Yonder. This will be an opportunity to discuss past

research and contextual issues, and agree the project aims and sampling, alongside ways of working.

### 1.3 Discussion Guide and Questionnaire Development

Yonder shall produce a quantitative, detailed questionnaire alongside a qualitative, in-depth discussion guide. Following learnings from 2018/19 on interest group participation Yonder will also ensure appropriate screening questions within the survey to ensure it is only access by relevant stakeholder groups.

### 1.4 Sampling framework

Following a thorough review of each audience type to understand the current make up of each group, Yonder will develop a sampling framework and consider means of weighting data to ensure it is representative of each group.

## 2. Stage two – Quantitative Fieldwork

### 2.1 Recruitment and sampling

Following the approach in 2018/19 Yonder will assist NICE in designing appropriate invitation emails or promotional messages to facilitate the distribution of the survey via NICA channels – including the insight community, comms channels and social media.

**Practitioners:** Yonder shall provide additional sample for practitioners, by partnering with healthcare panel provider Dynata. The sample shall include physicians, nurses & midwives, allied HC professionals, pharmacists, social workers, caregivers and medical students, amongst other medical professionals. Yonder guarantee 150 quantitative interviews within this sample, and quotas can – if appropriate – be set on distribution within samples of these professionals.

**General public, patients, service users:** For general public elements of this questionnaire, including service users and patients, Yonder shall use their in-house panel. This survey includes a nationally representative sample of 2,000 adults aged 18+ in Great Britain. In 2018/19 c. 40% of this audience had sufficient levels of awareness and familiarity with NICE to be able to answer more detailed questions about its reputation.

**Members of Parliament:** Yonder shall use the Yonder MP Panel to access MPs. The Panel is made up of 260 MPs – frontbench and backbench – from all the main political parties, and the survey will be completed by at least 100 MPs.

### 2.2 Quantitative Interviews



Yonder shall send a quantitative online survey to all stakeholders that are identified by and agreed with NICE. The survey shall be hosted in-house by Yonder Data Solutions. For MPs, there shall be 10 questions placed on Yonder' MP Panel.

### **3. Stage three – Qualitative Fieldwork**

#### **3.1 Invitations**

Like 2018/19, Yonder will use NICE's existing longlists of priority stakeholders to recruit participants for the interviews. If necessary, we will expand on NICE's database, using our experience at building contact lists and our knowledge of the political sector, to ensure that the sample includes all relevant stakeholders whose opinions are critical to the success of NICE and its future.

Yonder shall send personal, tailored invitations to those who were identified in the Stakeholder Mapping process as 'Tier 1 stakeholders'. Invitations shall be sent via the most appropriate method agreed with NICE. This will be agreed at the review meeting prior to starting the fieldwork.

#### **3.2 Qualitative Interviews**

Yonder shall conduct at least 30 in-depth interviews, with a sample of stakeholders to be agreed with NICE.

### **4. Stage four – Reporting and presentations**

#### **4.1 Reporting**

Yonder shall produce a detailed report, produced in Word or PowerPoint. The report will focus on actionable conclusions and recommendations, analysis of key data, overall trends and comparison with previous years, differences between stakeholder subgroups and conclusions. The report shall include sections on strategic communications and relationship management, and shall map current stakeholder and public perceptions to desired perceptions and NICE's strategic objectives. The format of the report will be discussed and agreed at the review meeting following completion of the fieldwork.

#### **4.2 Deliverables**

Yonder shall also provide the following:

— Interim updates, as fieldwork progresses, consisting of sample achieved to date.

- On completion of fieldwork, full and detailed data tables, to a mutually agreed specification – and with accompanying statistical testing
- Full, anonymised transcription from the depth interviews, alongside excel spreadsheets containing the open responses from the quantitative research
- Full and clean data sets in Delimited Excel. Full data tables will include all analysis variables

The full list of outputs will be discussed and agreed between NICE and Yonder.

#### 4.3 Presentations

Yonder shall conduct a summary debrief session for the NICE Board and Executive Team to report the key findings and discuss the strategic recommendations. Yonder' senior directors shall lead these strategy-driven sessions, offering their expertise and knowledge of the public sector and finance services more widely.

For the NICE project team, an informal presentation workshop shall be delivered to maximise the impact of the survey results. These workshops will use the key research insights as a platform for discussion of the most appropriate strategic and tactical responses.

Yonder will facilitate as many presentations/workshops as will be required in order to help NICE fully embed the findings of this research into the organisation.

#### Yonder promise of commitment

Quality standards	Completed	Outcome
Delivering on time	Delivery against agreed timeline.	If NICE is unable to fulfil its actions that have been committed to in the implementation plan, new timings shall be agreed for each of the subsequent events to which Yonder shall adhere to. If Yonder is more than 48 hours late in delivering to the timings agreed in the implementation plan and the responsibility lies solely with Yonder for this delay, Yonder will provide a credit note for 5% of the project value.
Effective communication	Regular project meetings and reviews between Yonder and NICE's project team. Agreement that any problems	Meetings scheduled at the start of the process and communication channels agreed.

	are reported to NICE as soon as they arise	
Accurate results	Data check process followed.	Any identified errors to be rectified in a timely manner
Production of an engaging and insightful report	Sign off by NICE team	Adequate time built in for internal sign off

## ANNEX 2

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

Milestone	Date to be Completed
Review of past research	28 May 2021
Briefing meeting/inception workshop	10 May 2021
Review meeting (to include design sign off and agreeing method of contact for all stakeholder groups)	10 May 2021
Questionnaire design (survey and interviews)	2 July 2021
All fieldwork (survey and interviews)	6 August 2021
Review meeting (to include agreement of report format)	23 July 2021
Draft report	13 August 2021
Final report	27 August 2021
Informal presentation to insight team	20 August 2021

## ANNEX 3

### Waiver of Moral Rights and Assignment of Copyright


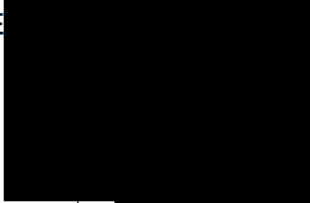
This Deed is made the 28 day of June 2021

#### 1. PARTIES

- 1.1. The National Institute for Health and Care Excellence, Level 1A, City Tower, Piccadilly Plaza, Manchester. M1 4BT ("NICE").
- 1.2. INSERT NAME AND ADDRESS OF AUTHOR ("the Author").

#### 2. WAIVER AND ASSIGNMENT

- 2.1. The Author agrees in relation to any work created by the Author in connection with the Agreement of 28<sup>th</sup> June 2021 ("the Work") and made between NICE and Yonder to waive his/her moral rights under Sections 77 to 89 of the Copyright Designs and Patent Act 1988.
- 2.2. The Author further agrees to assign with full title guarantee the present and future copyright in the Work of which it is the author or part-author to NICE to hold to NICE its successors and assigns absolutely anywhere for the length of the copyright in the Work.
- 2.3. The Author warrants to NICE that in relation to the Work:-
  - 2.3.1. it is not a violation of any existing copyright anywhere;
  - 2.3.2. it does not contain anything objectionable, obscene or libellous;
  - 2.3.3. all statements contained in the Work which purport to be facts are true.

	Signature	Name	Date
SIGNED AND DELIVERED as a Deed by the Author Witnessed		Owen Thomas	22 June 2021
		Zuzanna Sojka	22 June 2021
SIGNED AND DELIVERED as a Deed by an authorised signatory of NICE Witnessed		Jenny Kasher	28 June 2021
		Emma Flood	28 June 2021

## ANNEX 4

### Payment

Schedule for payment for the Services, timing and method of payment in Wave 1, 2021.

Timings for Wave 2, 2023: [REDACTED] and Wave 3, 2025: [REDACTED] to be confirmed before commencement of work on these waves.

Date of meeting and amount of funding		Financial Year	Date(s) for Submission of Invoice(s)
Net	[REDACTED]		
VAT (if applicable)	£		
<b>TOTAL</b>	[REDACTED]	2021/22	[REDACTED]
Net	[REDACTED]		
VAT (if applicable)	£		
<b>TOTAL</b>	[REDACTED]	2021/22	[REDACTED]
Net	£		
VAT (if applicable)	£		
<b>TOTAL</b>	£		
Net	£		
VAT (if applicable)	£		
<b>TOTAL</b>	£		
<b>GRAND TOTAL</b>	<b>£39,816 (exc VAT)</b>		

## ANNEX 5

### Processing of Personal Data

<b>Subject matter of the processing</b>	<p>In depth interviews (telephone or online, using Zoom/Teams) with NICE key stakeholders in order to gauge the organisations' reputation among this group.</p> <p>In order to be able to recruit NICE's stakeholders for the interviews and subsequently conduct them, Yonder will need to collect their names, surnames and contact details (i.e. email address and telephone number) and recordings of the calls.</p>
<b>Duration of the processing</b>	<p>In accordance with the UK General Data Protection Regulation (UK GDPR), Yonder Consulting Ltd only retains personal data for as long as is necessary. Following the completion of a project Yonder Consulting Ltd retains personal data relating to that project for a minimum of six months and a maximum of one year.</p>
<b>Purposes of the processing</b>	<p>To gauge NICE's reputation with key stakeholders.</p>
<b>Nature of the processing</b>	<p>Collection of contact details, recording, storage and analysis of interview recordings.</p>
<b>Type of Personal Data</b>	<p>In order to be able to recruit NICE's stakeholders for the interviews and subsequently conduct them, Yonder will need to collect their names, surnames and contact details (i.e. email address and telephone number)</p>
<b>Categories of Data Subject</b>	<p>NICE stakeholders in the system, e.g. contacts at national bodies or arms-length bodies with whom NICE has a working relationship.</p>
<b>Plan for return and destruction of the data once the processing is complete</b>	<p>Personal data will be deleted once the processing is complete.</p>



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

**Document generated** Thu, 8th Jul 2021 14:44:46 BST

**Document fingerprint** [REDACTED]

### Parties involved with this document

#### Document processed

#### Party + Fingerprint

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Mon, 12th Jul 2021 9:48:11 BST

Mon, 12th Jul 2021 10:01:46 BST

Mon, 12th Jul 2021 10:15:24 BST

### Audit history log

#### Date

#### Action

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Mon, 12th Jul 2021 10:01:46 BST

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Mon, 12th Jul 2021 10:01:46 BST

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[REDACTED] signed the envelope. [REDACTED]

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