

**NATIONAL INSTITUTE FOR HEALTH AND CARE
EXCELLENCE**

**Clinical Knowledge Summaries: an Evidence
Based Resource for Primary Care**

Terms and Conditions of Contract

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2. Basic Details

2.1	NAME AND ADDRESS OF CONTRACTOR (including Company Registration Number if relevant)	Clarity Informatics Limited (trading as Agilio Software Primary Care), Deltic House, Kingfisher Way, Silverlink Business Park, Wallsend, NE28 9NX 04133376		
2.2	DESCRIPTION OF CONTRACTOR	Clinical content provider		
2.3	DESCRIPTION OF SERVICES	Clinical Knowledge Summaries		
2.4	NICE BUDGET HOLDER	[REDACTED]		
2.5	NICE COMMISSIONING MANAGER	[REDACTED]		
2.6	NOMINATED MANAGER OF CONTRACTOR	[REDACTED]		
2.7	CONTRACTOR AUTHORISED SIGNATORY	[REDACTED]		
2.8	DATE AGREEMENT SIGNED			
2.9	DATE AGREEMENT COMES INTO EFFECT (IF DIFFERENT FROM ABOVE)	8 th	April	2023
2.10	DATE AGREEMENT ENDS (IF FIXED DATE)	7 th	April	2026
2.11	AGREEMENT NUMBER	[REDACTED]		
2.12	NICE BUDGET CODE	[REDACTED]		

It is agreed as follows:

3. Definitions

3.1. Interpretations

Acceptance Completion Date	means any date, contained in by which the Contractor undertakes to have met the acceptance criteria for the implementation of the Services, as detailed in Annex 4.
Acceptance Test	means a test or sequence of tests specified in Annex 4 to be performed in order to establish, by compliance with acceptance criteria, that the Services conform to the Obligations of the Contractor.
Agreement	means this agreement concluded between the Authority and the Contractor including: <ul style="list-style-type: none">(a) the clauses contained herein;(b) the Annexes attached hereto; and(a) such variations in writing as shall be agreed by the Authority and the Contractor according to the provisions of clause 33 (Variations to the Agreement).
Agreement Change	Any change or variation to this agreement subject to clause 33 and as detailed in any Annex 7 agreed by both parties throughout the term of this agreement.
Agreement Charge or Agreement Price	The agreed fee for the services under this Agreement as defined in Annex 3 or any amended fee as defined in any Variation to Agreement Annex 7.
CKS	Clinical Knowledge Summaries.
CKS Content	The CKS content forming part of the Services that is owned by the Contractor and/or developed pursuant to the Services.
Annexes	All Annexes to the Agreement, which are: <ul style="list-style-type: none">Annex 1 – The Services SpecificationAnnex 2 – Service Level Agreement and Key Performance IndicatorsAnnex 3 – Payment ScheduleAnnex 4 – MilestonesAnnex 4a – Acceptance CriteriaAnnex 5 - Sub-contractorsAnnex 6 – Contractors and Third-Party Hardware and SoftwareAnnex 7 – Variation to AgreementAnnex 8 – Financial DifficultiesAnnex 9 – Rating AgenciesAnnex 10 – Credit Ratings and Credit Ratings ThresholdsAnnex 11 – Topic List

Annex 12 – Guidance Development Process

Authority	National Institute for Health and Care Excellence (NICE).
Authority Personal Data	any personal data supplied by the Authority, or data for which the Authority is the Data Controller.
Background IPR	Means any Intellectual Property owned by either Party prior to the commencement of this Agreement.
Commissioning Manager	the person appointed by the Authority to manage this Agreement.
Confidential Information	<p>means information, data and material of any nature which either Party may receive or obtain in connection with the operation of the Agreement and:</p> <ul style="list-style-type: none"> (a) which comprises Personal Data or Sensitive Personal Data (as both terms are defined in the Data Protection Act 1998) or which relates to any patient of the Authority or his or her treatment or medical history; (b) the release of which is likely to prejudice the commercial interests of the Authority or (as the case may be) any Beneficiary or the Contractor respectively; or (c) which is a trade secret.
Contractor	the organisation in 2.1 or any partner, employee, agent, sub-contractor or other lawful representative of the organisation in 2.1.
Contractor Premises	means any Contractor's building or location where facilities are installed for the purposes of providing the Services.
Contractual Date	Any date as defined in this Agreement or the Annexes or in writing by both parties subject to this Agreement.
Credit	A sum of money owed by either party to the other.
Credit Note	<p>A credit to be issued to the Authority for any payment invoiced by the Contractor that:</p> <ul style="list-style-type: none"> • should not have been charged; or • in error of any invoice charge; or • any chargeable Service Credit charge; or • any chargeable Liquidated Damage charge.
Data Protection Legislation	means (i) the GDPR 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;
Deed of Novation	means an Agreement between all parties which novates all contractual responsibilities of the Authority to another organisation not party to this Agreement and that organisation shall be wholly responsible for the Agreement and the Authority released of any responsibility under the Agreement from the effective date of the Deed of Novation.

Default	means any breach of the obligations of either party, (including but not limited to fundamental breach or breach of a fundamental term), or any default, act, omission, negligence or statement of either party, its employees, agents or sub-contractors in connection with or in relation to the subject matter of the Agreement and in respect of which such party is liable to the other hereunder.
Deliverable	Any of the services as defined in the Service Specification, Service Level Agreement, Milestones, Implementation and Transition and any agreed Variation to Agreement Annexes.
Documentation	means such manuals, reports, drawings, specifications, training materials, use policies, plans and other documents, in each case relating to the Services (or any part of the Services), that are developed by the Contractor or any sub-contractor for the Authority and/ or which are jointly developed by the Contractor or any sub-contractor with the Authority.
DPA 2018	means Data Protection Act 2018.
Exception	means a Service failure or the failure to achieve any Service Level or resolve any failure as defined in Annex 2_Service Level Agreement, Key Performance Indicators (KPI) and Reporting excel spreadsheet that has exceptional circumstances for that failure that the Contractor considers out of its control or where the Contractor is using its best endeavours to resolve but is unachievable within the Service Level for exceptional reasons.
Exit Management	the obligations and rights of the respective Parties pertaining to managing a smooth transition from the provision of the Services by the Contractor to the provision of replacement services by the Authority or any replacement contractor.
Exit Plan	means the detailed plan to be specified 6 months prior to the Agreement end or termination date, to ensure a smooth transition from the provision of the Services by the Contractor to the provision of replacement services by the Authority or any replacement contractor.
EULA	<p>an end user licence agreement between the Contractor and a user of the CKS Content (accessed via the Hosted Service) in a form agreed between the Authority and the Contractor, as may be updated from time to time by the Contractor (with the prior written consent of the Authority, such consent not to be unreasonably withheld or delayed).</p> <p>The Contractor acknowledges and accepts that the CKS Content is available on the NICE webservice accessible in UK and UK territories and shall take no responsibility where end users breach the EULA.</p>
Failure Level	means the point at which or the percentage of which a Service Level is not achieved as defined in Annex 2 Service Level Agreement, Key Performance Indicators (KPI) and Reporting excel spreadsheet.
Force Majeure	means one or more of the following to the extent that it is not attributable to the Contractor or the Contractor's staff: war, civil war (whether declared or undeclared), riot or armed conflict; radioactive, chemical or biological contamination; pressure waves caused by aircraft or other aerial devices travelling at sonic or

supersonic speed; acts of terrorism; explosion; fire; flood; extraordinarily severe weather conditions which are both unforeseen and for which precautions are not customarily taken by prudent business organisations so as to avoid or mitigate the impact thereof; industrial action which affects the provision of the Deliverable(s), but which is not confined to the workforce of the Contractor or is site specific; pestilence; the actions of governmental authorities to the extent that such actions are implemented either pursuant to emergency powers or otherwise outside the usual course of governmental business; or Act of God, or other event which is beyond the reasonable control of the Party in question and could not have been avoided or mitigated by the exercise of all reasonable care by that Party and further provided that such event materially affects the ability of the Party seeking to rely upon it to perform its obligations under the Agreement.

Hosted Service	a hosted service accessible by a web-browser, whether itself or via other Authority/NHS digital channels, which: (a) within 60 days of commencement of this Agreement will be openly available without login or pop-up terms, but which will clearly have the EULA accessible on each page; (b) within 12 months of the date of this Agreement will require visitors to click to accept the EULA as a precondition to accessing the applicable page;
UK GDPR	Means the General Data Protection Regulation as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc)(EU Exit) Regulations 2020.
Implementation	means the implementation and delivery of any service as detailed in Annex 4.
Implementation Charge	means the portion of the fee chargeable by the contractor to the Authority for the implementation of any deliverable or service as defined in Annex 4.
Intellectual Property Rights (IPR)	means patents, trademarks, service marks, domain names, registered designs, utility models, applications for and the right to make applications for any of such rights, inventions, know-how, unregistered trademarks and service marks, trade and business names, including rights in any get-up or trade dress, copyrights (including rights in computer software), unregistered design rights and other rights in designs and copyright in databases; the sui generis right for the maker of a database to prevent extraction or re-utilisation or both of the whole or a substantial part of the content of that database, as described in the Copyright and Rights in Databases Regulations 1997 (S.I. 1997 No. 3032); and rights of the same or similar effect or nature as or to those in paragraphs above.
Key Performance Indicator (KPI)	means the metrics used to quantify the performance of the Contractor and monitor adherence to the Service Level Agreement as defined in Annex 2.

Location	means any premises of the Authority.
Milestone	the Milestones as set out in Annex 4.
NICE	National Institute for Health and Care Excellence of Level 1 City Tower, Piccadilly Plaza, Manchester, M1 4BT.
Obligations of the Contractor	means the statements contained in clause 6 and Annex 1, 2, 3 and 5 which specify: <ul style="list-style-type: none"> (a) Services that the Contractor undertakes to provide and the functions and performance that such Services shall meet in all material respects; and (b) operational responsibilities in respect of such Services as the Contractor undertakes; (c) implementation responsibilities in respect of such Services as the Contractor undertakes; and (d) Service Levels in accordance with which the Contractor undertakes to perform the Services.
Party	The Authority and the Contractor, as detailed in 2.1.
Planned Acceptance Date	means the Milestone date by which it is planned that the Contractor shall have met the acceptance criteria for the implementation of the Services, as detailed in Annex 4.
Premises	means any location or premises of the Contractor where the Services are delivered.
Priority Level	the priority rating given to defects impacting the complete delivery of the Service implementation.
Services	the Services detailed in Annex 1, Annex 2 and Annex 4.
Service Credit	means a credit applicable to the quarterly service charge that results from the failure of the KPIs as detailed in clause 13.1 and Annexes 1 and 2.
Service Level Agreement	means the agreement in Annex 2 that records the common understanding about services and responsibilities.
Service Levels	means the standards of service or service objectives which the Contractor is required to achieve in the performance of Services details of which are contained in Annex 2 Service Level Agreement, Key Performance Indicators (KPI) and Reporting excel spreadsheet.
Service Transfer	any transfer of the Services (or any part of the Services), from the Contractor or any sub-contractor to the Authority or a third party supplier for any reason including upon the termination, partial termination or expiry of this Agreement.
Specification	the services detailed in Annex 1.
Technical Changes	Any major changes or development that will impact the Services and / or require the Authority to make any associated digital development, including renewal or update of the Services software.

Termination Consideration Date	means any date as defined in Annex 4 where the Authority may exercise its rights to terminate the contact.
Test Criteria	The criteria on which the Acceptance Testing will be measured as set out in Annex 4a.
Testing	any testing to be carried out under this Agreement as further described in Annex 4a.
Testing Procedure	the procedure for carrying out Tests for the Service Deliverables detailed in Annex 4a
Test	any test set out in the Testing Procedure, any Additional Services Implementation Tests, and any other tests agreed throughout the Agreement term.
Third Party Content	the information and other content used for the Services, owned by a third party and sourced and supplied by the Contractor, as listed in Annex 6.
Third Party Losses	<p>any losses, costs, expenses, charges, damages or other liabilities incurred by the Authority:</p> <p>(a) in connection with the Authority putting in place alternative arrangements for users of the Services to access content, where Services Users are unable to access content by using the Services as a result of any breach of this Agreement by the Contractor; and/or</p> <p>(b) in connection with any claims, proceedings, suits or actions brought against the Authority by any third party (including, without limitation, a user of the Services, or a supplier of content for the Services) which arise out of, or in respect of, or in connection with, any breach of this Agreement by the Contractor.</p>
Third Party Software	<p>software, the IPR in which are:</p> <p>(a) owned by a third party (other than any of the Contractor's affiliates); and</p> <p>(b) used by the Contractor to provide the Services, listed in Annex 6.</p>
Transition	means a deliverable(s) required to achieve the transfer of responsibility for the provision of Services between parties with the minimum disruption to processing the Authority's workload, whether at the commencement of the Services (the assumption of responsibility by the Contractor for the provision of the Services) or on discontinuance of Services by the Authority (transfer of responsibility between the Contractor and the Authority or its third-party contractor).
Transition Plan	means any agreed plan between the parties where any Deliverables and Contractual Dates are required to achieve any transition of the services.
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any subsequent amendment or statute replacing such regulations as it may apply to the Agreement.
UK	The UK, British Overseas Territories and Crown dependencies.

UK government Transparency Agenda	Procurement Transparency as detailed at https://www.gov.uk/government/policies/government-transparency-and-accountability .
Virus	means any Software intended to corrupt, destroy or otherwise damage or interfere with the use of Software or other Software or data owned by or under the control of the Authority whether such Software is introduced wilfully or negligently.

4. Agreement

- 4.1. In consideration of the Authority making certain payments to the Contractor, the Contractor has agreed to provide the Services to the Authority on the terms and conditions of this Agreement and the specification of requirements as detailed in Annex 1.
- 4.2. The payments for the Services are fixed and no further payments shall be made by the Authority as defined in Annex 3, unless varied under clause 33, Annex 7 Variation to Agreement and agreed by both parties.

5. Term

- 5.1. This agreement shall commence on the date shown in 2.9 and shall continue until the expiry date as shown in 2.10 unless terminated earlier under clause 28.
- 5.2. This Agreement may be extended on mutual agreement by both parties for a maximum of 2 x 12-month periods.
- 5.3. The provision of the Implementation Services shall commence on the date this agreement commences, as shown in 2.9. The Implementation period shall be completed no later than the 7th April 2023.
- 5.4. Subject to 5.3, the provision of the Live Services shall commence on the 8th April 2023. Where delays have occurred subject to clause 11 (Delays), 12 (Extension of time) and 13 (Service Credit Liability) then the Live Services shall commence on the day following the Acceptance Completion Date of the Services as detailed in Annex 4a.
- 5.5. Except for those clauses 9 (Transition at Expiry or Termination), 14 (Liability, Indemnity and Insurance), 15 (Limitation of Liability), 16 (Insurance) 22 (Intellectual Property and Copyright), 23 (Confidentiality), 24 (Data Protection), 25 (Data Security), 28 (Termination), 32 (Dispute Resolution Procedure), 36 (TUPE), 37.6 (Governing Law) and which shall continue after this Agreement terminates, this Agreement shall begin on the date set out in clauses 2.9 and end on the date set out in clause 2.10. If there is no date in clause 2.10 then this Agreement shall continue until the Services are completed to the satisfaction of the Authority or such other time as shall be notified by the Authority to the Contractor.

6. Obligations of the Contractor

6.1. The Services

- 6.1.1. The Contractor shall carry out the Services in accordance with Annex 1 and to a quality acceptable to the Authority as per Annex 2, Service Level Agreement and Key Performance Indicators.
- 6.1.2. The Contractor shall invoice the Authority monthly, in arrears, and in accordance with clause 20.1, 20.3, and 20.4.
- 6.1.3. No material changes to the Services shall be permitted without the written consent of the Commissioning Manager.
- 6.1.4. No significant Technical Changes shall be made to the services unless the Contractor has notified the Authority in writing, giving no less than ninety (90) days prior notice before which changes are made.
- 6.1.5. The Contractor shall achieve the milestones set out in Annex 4.
- 6.1.6. If any dispute is resolved so that monies are due from the Contractor to the Authority such monies shall be repaid forthwith.

6.2. Sub-Contractors

- 6.2.1. The Contractor shall ensure that any sub-contractors it uses adhere to the obligations of this Agreement as if the sub-contractors were the Contractor.
- 6.2.2. A list of material sub-contractors (excluding individuals working under consultancy agreements) approved by the Authority at the date of signature of the Agreement is contained in Annex 5.
- 6.2.3. Notwithstanding any sub-contracting permitted hereunder, the Contractor shall remain responsible for the acts and omissions of its sub-contractors as though they were its own.
- 6.2.4. Contracts between the Contractor and any approved sub-contractors shall contain terms, conditions and obligations as may be necessary to enable the Contractor to meet all its obligations to the Authority under this Agreement.

6.3. Instructions

- 6.3.1. The Contractor shall comply with the reasonable instructions of the Commissioning Manager which are consistent with the terms and objectives of the Agreement and, if the Contractor is working in the Authority's premises, with the office rules of the Authority.

6.4. Financial Control

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

6.5. Communication

- 6.5.1. The Contractor shall ensure that all communications with the Authority concerning the Services shall only be between the nominated representatives of both Parties, that is, the Authority's Commissioning Manager who shall be the manager

nominated by the Authority from its own staff, or such other person as the Authority shall nominate in writing and the nominated manager of the Contractor.

6.6. Laws and Regulation

- 6.6.1. The Contractor shall adhere to all laws and regulations relating to the provision of the Services.
- 6.6.2. 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.
- 6.6.3. 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 there under, and with the Authority's and any Beneficiary's own policies and procedures.
- 6.6.4. 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 Agreement on the Authority'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 the Authority of any change in the Contractor's working practices or other occurrences likely to increase such risks or to cause new hazards.

7. Obligations of the Authority

7.1. Monitoring

- 7.1.1. The Authority shall monitor the provision of the Services at its discretion. To assist in this, the Contractor shall provide such written reports as the Authority shall reasonably request.
- 7.1.2. The Authority shall use its best endeavours to meet its obligations under this agreement and those specified in Annex 4.

8. Timetable and Milestones

- 8.1.1. The Contractor shall implement the Services according to the timetable contained in Annex 1 and 4.
- 8.1.2. The timetable shall contain planned dates for major events in the implementation of the Services including:
 - a Planned Acceptance Date for the Services; and
 - an Acceptance Completion Date in respect of the Services, which if no such date is specified in Annex 4, shall be thirty (30) days after the Planned Acceptance Date. The Acceptance Completion Date for Services shall be a Contractual Date.
- 8.1.3. Delay or failure by the Contractor to meet any Contractual Date contained in the timetable specified shall be subject to the provisions of clause 11 (Delays), 12, (Extension of Time), 13 (Service Credit Liability), and 14, (Liability, Indemnity and Insurance).

9. Transition

9.1. Transition at Commencement

- 9.1.1. At commencement of this Agreement the Contractor shall co-operate in the development and implementation of the services under arrangements notified by the Authority.
- 9.1.2. Within any period specified in Annex 4 for such purpose or if no such period is stated in Annex 4 within twenty (20) working days of the date of commencement of the Agreement, the Contractor shall prepare a detailed plan for the completion of Transition incorporating the timetable dates contained in Annex 4 and obtain agreement to such plan by the Authority, such agreement not to be unreasonably withheld or delayed.
- 9.1.3. Within any period specified in Annex 4 for such purpose or if no such period is stated in Annex 4 within sixty (60) working days of the date of commencement of the Agreement or any other such period to be mutually agreed between the Parties, the Contractor and the Authority shall prepare a detailed acceptance criteria for the completion of Testing and Transition incorporating the timetable dates contained in Annex 4 and obtain agreement to such plan by the Authority, such agreement not to be unreasonably withheld or delayed.
- 9.1.4. The Transition shall include a period of trial operation. Any Service Levels to be achieved during such period shall be specified in Annex 4. The duration of such period of trial operation shall be specified in the Transition and may end, as specified therein, on or after acceptance of the Services (as specified in Annex 4).

9.2. Transition at Expiry or Termination

- 9.2.1. At expiration or termination of this Agreement the Contractor shall reasonably co-operate in the transfer to the new service Contractor under arrangements notified by the Authority in a written Exit Plan to be agreed 6 months prior to the end of this Agreement or on notification of termination.
- 9.2.2. Transfer of responsibility for facilities made available to the Contractor shall be the subject of a mutually agreed inventory between the interested parties at the time of transfer. The transfer shall be arranged between the Authority and the Contractor so as to reasonably reduce any interruption of the Services.
- 9.2.3. At expiration or termination of the Agreement the Contractor shall, subject to clause 22, hand-over all files, records, documents, plans, drawings, data and / or databases etc., how so ever generated under this Agreement, to the Authority or person or persons designated by the Authority, an inventory of such to be detailed in a written Exit Plan.
- 9.2.4. The Contractor shall be responsible for ensuring that any computerised filing, recording, documenting, planning and drawing software systems utilised under this Agreement is transferred free of any charges to the Authority or person or persons designated by the Authority to facilitate a smooth hand-over of work at expiration or termination of the Agreement.

9.2.5. Skills Transfer

- 9.2.5.1. The Contractor shall arrange for the transfer of skills to be undertaken at the request of the Authority and to the specification agreed between the Authority, Contractor and appropriate third parties, in a written Exit Plan.

10. Acceptance

10.1. Acceptance process

- 10.1.1. The Services shall be required to meet the Acceptance Criteria specified in Annex 4 and 4a before being accepted by the Authority. The Authority shall notify the Contractor in writing of acceptance, such notification not to be unreasonably withheld or delayed, with the date on which such criteria were met in all material respects. Such date shall be the Acceptance Completion Date in respect of the Services. Acceptance of the Services may be completed in phases as indicated in Annex 4 and 4a.
- 10.1.2. The Authority shall conduct Acceptance Tests and other acceptance procedures and the respective responsibilities of the parties in the performance of such tests and procedures shall be as specified in Annex 4a.
- 10.1.3. In any event the Acceptance Completion Date shall be deemed to have occurred:
 - 10.1.3.1. on the date which the Authority uses the Services for reasons other than Testing; or
 - 10.1.3.2. ten (10) days after completion of the Acceptance Tests if the Authority fails to issue a certificate of acceptance or non-acceptance within such period.

10.2. Acceptance Tests

- 10.2.1. Following implementation of the Services in accordance with the timetable contained in Annex 4, the Contractor shall prepare for Acceptance Tests and notify the Authority when ready. On being so notified, the Authority shall conduct the relevant Acceptance Tests by the appropriate Planned Acceptance Date and if the relevant acceptance criteria specified in Annex 4 and 4a are met in all material respects, the Authority shall notify the Contractor of acceptance.
- 10.2.2. If Acceptance Tests show that the Services do not meet the relevant acceptance criteria specified in Annex 4a in any material respect, the Authority shall notify the Contractor of such failure without undue delay. The Contractor shall thereupon undertake all necessary steps to rectify such failure at no additional cost to the Authority and re-submit the Services for re-testing. If the relevant acceptance criteria are met in all material respects, the Authority shall notify the Contractor of acceptance.

10.3. Failure to gain acceptance

10.3.1. Failure to meet Planned Acceptance Date(s)

- 10.3.1.1. If the Services have failed to meet the required acceptance criteria specified in Annex 4a in any material respect by the Planned Acceptance Date(s) specified in relation to them, unless the provisions of clause 12.3 or 12.4 (Extension of Time) apply, without prejudice to any other remedies available to the Authority, it shall be entitled in respect of and as appropriate to such failure, to:
 - a) grant further periods of time during which the Contractor shall be required to submit or re-submit the Services to the relevant Acceptance Tests in accordance with clause 10.2.2 and 12.1 as applicable; or

- b) accept such Services and pay such amended Implementation Charge, if any, and / or apply such amended Agreement Charges as shall be agreed upon and the resulting changes to the Agreement shall be treated as amendments in accordance with clause 33 and subject to Annex 7.

10.3.1.2. If the Services have failed to meet the required acceptance criteria specified in Annex 4a in any material respect by the Planned Acceptance Date specified in relation to them, a grant of additional time under the provisions of clause 10.2.2 or clause 12.1 shall not imply any change in the timetable in Annex 4 or be interpreted to mean that any subsequent Planned Acceptance Date or Acceptance Completion Date have been or shall be changed.

10.3.2. Failure to meet Acceptance Completion Date

10.3.2.1. If the Services have failed to meet the required acceptance criteria specified in Annex 4a in any material respect by the Acceptance Completion Date specified in relation to them, unless the provisions of clause 12.3 or 12.4 (Extension of Time) apply, the Contractor shall be deemed to be in default, thereon, without prejudice to any other remedies available to the Authority, it shall be entitled in respect of and as appropriate to such failure, to:

10.3.2.1.1. grant further periods of time during which the Contractor shall be required to submit or re-submit the Services to the relevant Acceptance Tests in accordance with clause 10.2.2, and 12.1 as applicable; or

10.3.2.1.2. accept such Services and pay such amended Implementation Charge, if any, and / or apply such amended Agreement Charges as shall be agreed upon and the resulting changes to the Agreement shall be treated as amendments in accordance with clause 33 and subject to Annex 7; or

10.3.2.1.3. terminate the Agreement.

10.3.2.2. If the Contractor's failure to meet the Acceptance Completion Date is due to a delay by the Authority, the provisions of clause 12.3 (extension of time) shall apply and the Acceptance Completion Date may be rescheduled as an amendment to the Agreement in accordance with clause 33. The Contractor shall not be liable for any Liquidated Damages where delay is by the Authority.

10.3.2.3. In the event that, subject to clause 12.4 and clause 30 (Force Majeure), the Acceptance Tests in respect of the Services have not commenced by the Acceptance Completion Date, unless the provisions of clause 12.1 (Extension of Time) apply, any damages payment under clause 13.1, which would have become due on failure of completion of such Acceptance Tests shall be delayed by:

10.3.2.3.1. by an equivalent period of extension time, equal to the Force Majeure delay.

- 10.3.2.4. Any acceptance of delay(s), subject to clause 13.1, by the Authority shall not be construed as a waiver by the Authority of the damages payable, and in the event of any subsequent failure of the Services to meet the required acceptance criteria such damages payments detailed in clause 13 shall remain applicable.

11. Delays

- 11.1. The provisions of clause 11.1 or 11.2 shall apply to delay by the Contractor in meeting any Contractual Dates, notwithstanding the previous application of such provisions to delay or failure by the Contractor to meet any other Contractual Dates.
- 11.2. The Authority acknowledges that the Contractor's ability to meet its obligations under the Agreement according to the timetable in Annex 4 may depend on the Authority likewise meeting its obligations, including those specified in Annex 4. Each such obligation together with the latest date by which the Authority ought to have met those without potentially risking the Contractor to be delayed in meeting its obligations are expressly identified in Annex 4 as the Authority's obligations. The Authority shall not bear any liability to the Contractor in respect of any failure to meet its obligations but, to the extent that the Contractor is prevented from fulfilling any of its obligations as a direct result of an Authority delay.
- 11.3. Consequently, insofar as the Contractor is prevented from fulfilling any of its obligations as a direct result of a delay by the Authority, it shall not be liable to the Authority for such failure and shall be entitled to an extension of time and recovery of additional costs under the provisions of clause 12.3.

12. Extension of time

- 12.1. If the performance of the Agreement by the Contractor be delayed by reason of Default by the Contractor or by its employees or agents or by other Contractors of the Contractor, the Authority shall be entitled to grant a reasonable extension of time at no additional cost to the Authority.
- 12.2. Subject to 12.1, any extension of time granted by the Authority shall be in thirty (30) day periods or less. The Contractor agrees that any such extension period granted by the Authority shall be a maximum period of extension and that the Contractor shall continue to meet its obligations under clause 10 (Acceptance) and that time shall be of the essence.
- 12.3. Subject to clause 11.2, if the performance of the Agreement by the Contractor be delayed by reason of Default by the Authority or by its employees or agents or by other Contractors of the Authority, the Contractor shall be entitled to a reasonable extension of time and to any reasonable additional costs which it can show were directly incurred as a result of the delay, to be agreed by the Authority in writing without undue delay.
- 12.4. If the performance of the Agreement by either party be delayed by reason of any event of force majeure (as defined in clause 30), both parties shall be entitled to a reasonable extension of time provided that the party so delayed notifies the other party in writing without undue delay. Neither party shall be entitled to any additional costs incurred as a result of such delay.

13. Service Credit Liability

13.1. Service Credits

- 13.1.1. The Contractor agrees to pay Service Credits to the Authority in respect of any failure to achieve the Service Levels as detailed in Annex 2 and will be calculated in accordance with the provisions detailed in Annex 2. Any Service Credit payable in any quarter will be issued as a Credit Note, to the Authority.
- 13.1.2. Subject to 13.1.1 the Credit Note shall be sent to the address in 20.5 and detail:
 - 13.1.2.1. The KPI (s) to which the Credit applies;
 - 13.1.2.2. The invoicing month to which the Credit applies.
- 13.1.3. The overall total payable Service Credit for any quarter shall be the total sum calculated for each KPI.
- 13.1.4. The Authority agrees that Service Credits shall be subject to a quarterly limit which is equivalent to 15% of the quarterly Agreement Charge.
- 13.1.5. The Contractor agrees to provide a detailed Key Performance Indicator report in the format required by the Authority to ensure Service Levels are met, and where any failure occurs, the Service Credits shall be calculated accordingly as detailed in Annex 2.
- 13.1.6. Where an Exception applies to any incident or Service Level, the Authority, at its discretion, may (but shall not be obliged) to waive its rights in respect of any Service Credits referable to any Service Level which has not been achieved.
- 13.1.7. In regard to any Service Credit that the Contractor may incur, NICE, at its discretion, may (but shall not be obliged) to waive its rights in respect of any Service Credits referable to any Service Level which has not been achieved, under any circumstance.

13.1.8. Rights to Termination

- 13.1.8.1. The Authority may exercise its right to terminate this agreement under clause 28 Termination where:
 - 13.1.8.1.1. the Contractors performance reaches Failure Level 3 of KPI2, KPI3, KPI4 and KPI5 or failure level 4 of KPI7;
 - 13.1.8.1.2. the Contractor performance is in persistent breach of Failure Level 2 in any KPI.
- 13.2. The Contractor warrants to the Authority that all data provided in relation to the Service Levels are accurate and the Contractor grants to the Authority, and to any statutory or regulatory auditors of NICE and to authorised agents the right of reasonable access to (and if necessary to copy) the records relating to the Service Levels during normal business hours on reasonable prior notice.

14. Liability, Indemnity and Insurance

- 14.1. Neither Party excludes or limits liability to the other Party for:
 - 14.1.1. death or personal injury caused by its negligence; or
 - 14.1.2. fraud; or

- 14.1.3. fraudulent misrepresentation; or
- 14.1.4. any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.
- 14.2. Subject to clauses 14.3 and 14.4, the Contractor shall indemnify the Authority and keep the Authority indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or the late or purported supply, of the Services or the performance or non-performance by the Contractor of its obligations under the Agreement or the presence of the Contractor or any staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given under this Agreement or advice that should have been given under this agreement but was omitted to be given by the Contractor, or any other loss which is caused directly or indirectly by any act or omission of the Contractor.
- 14.3. The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Agreement.
- 14.4. Subject always to clauses 14.1 and 14.5, in no event shall either Party be liable to the other for any:
 - 14.4.1. loss of profits, business, revenue or goodwill; and/or
 - 14.4.2. loss of savings (whether anticipated or otherwise); and/or
 - 14.4.3. indirect or consequential loss or damage.
- 14.5. For the avoidance of doubt:
 - 14.5.1. the Parties agree on the date of this Agreement, that any Third Party Losses that arise shall be considered to arise naturally, according to the normal course of things, from the breach of this Agreement by the Contractor and/or that such Third Party Losses are in the contemplation of the Parties as a result of the breach of this Agreement by the Contractor; and
 - 14.5.2. clause 14.4 shall not apply in respect of any Third Party Losses;
 - 14.5.3. the aggregate liability for any Third Party Losses in each 12 month contract period from the commencement date of this Agreement, in connection with the Agreement shall in no event exceed £2 million.
- 14.6. The Contractor shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the Contractor.

15. Limitation of Liability

- 15.1. The Authority 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 the Authority's adherence or non-adherence to the terms and conditions of this Agreement. Subject always to clause 14.1, the Contractors liability for Defaults shall be subject to the following financial limits:

- 15.1.1. the aggregate liability for all Defaults arising in each twelve-month contract period from the commencement date of this Agreement, in connection with this Agreement shall in no event exceed 125% of the fees payable by the Authority to the Contractor. This limit shall exclude Third Party Losses and Service Credits due and payable under 13.1 and Annex 4;
- 15.1.2. the aggregate liability in circumstances where the Authority terminates this Contract pursuant to clause 13.1.8 and 28 shall in no event exceed 125% of the fees payable by the Authority to the Contractor. This limit shall exclude Third Party Losses and Service Credits due and payable under 13.1 and Annex 4.

16. Insurance

- 16.1. The Contractor shall maintain an appropriate insurance policy to cover its liabilities to the Authority under this Agreement.
- 16.2. The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of its obligations under the Agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor. Such insurance shall be maintained for the duration of the Agreement Period and for a minimum of 6 (six) years following the expiration or earlier termination of the Agreement.
- 16.3. The Contractor shall hold employer's liability insurance in respect of staff in accordance with any legal requirement from time to time in force.
- 16.4. The Contractor shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 16.5. If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the provisions of the Agreement the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
- 16.6. The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Agreement. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability under this Agreement.

17. Contractor's Warranty

- 17.1. The Contractor warrants that the Services shall meet the Contractor Undertakings in all material respects. The Contractor and its sub-contractors shall use all reasonable skill and care performing all Services and any other work hereunder and shall use personnel of appropriate skill and experience for performance of such services.
- 17.2. The Contractor warrants that it has authority to grant to the Authority any rights to be granted hereunder and owns or has obtained valid licences to any Intellectual

Property Rights necessary for the fulfilment of all its obligations under the Agreement.

18. Standards

- 18.1. The Contractor warrants that in performance of the Agreement it shall meet all relevant standards listed in Annex 1, 2 and 4.

19. Viruses

- 19.1. The Contractor warrants that it has taken all practical steps, in accordance with good industry practice, to prevent the introduction of any Virus into data or Software owned by or under the control of the Authority including Authority Software.
- 19.2. The warranty and undertakings set out in clauses 19.1 shall not be limited in time and constitute fundamental terms of the Agreement. In the event of any breach of the same, the Contractor shall forthwith, at its own expense, carry out all such alterations or corrections as are necessary to ensure that the Services comply fully with this Agreement and the Contractor shall remain liable for all loss, costs, claims, liabilities, damages and expenses incurred by the Authority in respect of any breach.
- 19.3. Viruses and Malicious Software
- 19.3.1. The Contractor shall, as an enduring obligation throughout the term of this Agreement, use the latest versions of anti-virus definitions and software available [from an industry accepted anti-virus software vendor] to check for, contain the spread of and minimise the impact of malicious software.
- 19.3.2. Notwithstanding clause 19.3.1, if Malicious Software is found, the parties (or Contractor and the Authority) shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Authority Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.

20. Payment and VAT

- 20.1. Subject to the due performance of the Contractor's obligations pursuant to this agreement and its Annexes, the Authority shall pay all invoices (by BACS or such other method that may be agreed) submitted by the Contractor in accordance with Annex 3 within thirty (30) days of their receipt.
- 20.2. The Authority shall not be liable to pay any invoices which are received other than in accordance with clauses 20.1, 20.3, 20.4 and 20.5.
- 20.3. The Contractor shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documentation reasonably required by the Authority to substantiate the invoice including:
- 20.3.1. the agreement number;
 - 20.3.2. the period to which the invoice relates;
 - 20.3.3. the Services provided by the Contractor together with any other details that the Authority may require.

- 20.4. All invoices sent to the Authority must:
- 20.4.1. include a claim for Value Added Tax (if applicable) at the prevailing rate as applicable, the invoice must give the requisite details of the taxable supply;
 - 20.4.2. be accurate and correct in all respects;
 - 20.4.3. be from the Contractor.
- 20.5. The Contractor shall send invoices either in **hard copy** to:
- 20.5.1. [REDACTED] ; or
 - 20.5.2. **Electronic copies:** To submit and monitor invoice progress, the Supplier must register an account with [REDACTED] using the link: [REDACTED].
- 20.6. If at any time an overpayment has been made to the Contractor for any reason whatsoever the amount of such overpayment shall be repaid forthwith.
- 20.7. The Authority shall be entitled to deduct from any monies due or to become due to the Contractor any monies owing to the Authority from the Contractor.
- 20.8. The Authority reserves the right to withhold payment of invoices in relation to the Services not delivered, in whole or in part, until the Services (and/or any Deliverables to which any invoices relate), in whole or in part is successfully concluded, completed and/or delivered to the satisfaction of the Authority (acting reasonably). Any payments withheld will relate to only that portion of supply or deliverables in question and not as a whole.
- 20.9. In the event that the Agreement is varied under clause 33 in such a way as to affect the Agreement Price and if agreement between the Parties cannot be reached on the adjustment to the Agreement Price within 3 months both Parties shall jointly act to resolve the dispute in accordance with clause 31.
- 20.10. If the adjusted Agreement Price is not so agreed or certified until after such variation has taken effect, the Authority shall continue to pay the Contractor at the rate current prior to the variation. The Contractor shall be entitled to recover from the Authority and the Authority shall be entitled to recover from the Contractor as the case may be such sum if any as is equal to the difference between the amount which should have been paid in accordance with the adjusted Agreement Price and the amount which was actually paid.
- 20.11. The Authority may request at any time such evidence as may reasonably be required that the Contractor has in fact expended the amounts paid. To facilitate this, the Contractor shall maintain financial records relating to the Services for a period not less than 6 (six) years after the end of the Agreement Period.
- 20.12. The Contractor grants to the Authority, and to any statutory or regulatory auditors of the Authority and to authorised agents the right of reasonable access to (and if necessary to copy) the financial records relating to the Services during normal business hours on reasonable prior notice.
- 20.13. The Contractor shall provide all reasonable assistance at all times during the Agreement Period and during the period of 6 (six) years thereafter for the purposes of allowing the Authority to obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, governmental judicial or other administrative purposes and/or to carry out an audit of the Contractor's

compliance with this Agreement including all activities, performance security and integrity in connection therewith.

- 20.14. If there is dispute over all or any of the charges made by the Contractor, the Authority may, without prejudice to its other rights and remedies, notify the Contractor that, the Contractor will be paid the sum that is not in dispute, or that the Contractor will not be paid the invoiced amount, until the dispute has been resolved pursuant to clause 32 (Dispute Resolution Procedure).

21. Monitoring and Reporting

- 21.1. Pursuant to clause 25.4, the Contractor must provide the Authority with a disaster recovery plan that will alert all users to any loss of service that occurs, inclusive of an outline of the disaster recovery and resolution plan, and in line with the SLA.
- 21.2. The Contractor shall attend quarterly contract review meetings and an annual service review meeting with the Authority. The Authority to take minutes of the meeting and circulate to all within twenty (20) working days of the meeting.
- 21.3. The Contractor shall provide a quarterly contract review report, as detailed in Annex 2, no later than five (05) working days before the scheduled quarterly contract review meeting, to summarise performance against the KPIs. A quarterly management reporting template will be provided by the Authority to the Contractor for this purpose and will include items such as (but not limited to):
- Work undertaken in the last quarter and future work planned.
 - Details of enquiries received and resolution.
 - Financial reporting.
 - Risk, issue and change management.
 - Service performance against Key Performance Indicators.
 - Details of significant Technical Changes and developments showing the date notice was given to The Authority and the date of implementation.
 - Service usage statistics (provided by the Authority).
- 21.4. The Contractor shall provide an annual service report no later than five (05) working days before the scheduled annual review meeting. The quarterly management reporting template will be reused for this purpose.
- 21.5. The Contractor shall provide a monthly release report no later than five (05) working days after each scheduled monthly release. The quarterly management reporting template will be reused for this purpose.
- 21.6. Additional ad-hoc reports may from time to time be required by the Authority, the production time for these will be agreed with the Supplier as they occur. The Supplier shall provide information in a format, medium and at times specified by the Authority, relating to the performance of the Deliverable and / or Work Package as the Authority may reasonably require.

22. Intellectual Property and Copyright

- 22.1. All Background Intellectual Property owned by or licensed to either Party prior to the commencement of this Agreement will remain the property of that Party or the licensor to that Party as appropriate. The Authority's logo and the Clinical Knowledge Summaries (CKS) brand will remain the property of the Authority and the Contractor will not use the Authority's logo or the Clinical Knowledge

Summaries (CKS) brand in any form except after receiving written permission by the Authority.

- 22.2. The Contractor hereby grants to the Authority an irrevocable, royalty-free, non-exclusive UK-only licence to: (a) make the CKS Content available via the Hosted Service; and (b) facilitate the entering into of a EULA between the Contractor and any user of the CKS Content via the Hosted Service; (c) use for its own internal purposes the CKS Content. The Authority shall not make CKS Content available other than via the Hosted Service.
- 22.3. The Contractor shall ensure that any agreement with a third party under which such third party provides information to the Contractor in connection with this Agreement includes the right for the Contractor to provide such information to the Authority in accordance with this Agreement and includes all consents necessary to enable the Authority to process such information in compliance with the Data Protection Act (2018) (DPA).
- 22.4. The Contractor warrants to the Authority that in relation to any work created by itself, its servants, agents, consultants or independent contractors, as a result of the Services, that:-
 - 22.4.1. such work is not a violation of any existing copyright anywhere;
 - 22.4.2. such work does not contain anything objectionable, obscene or libellous;
 - 22.4.3. all statements contained in any such work which purport to be facts are true.
- 22.5. If the Contractor incorporates any work in its performance of the Services over which any person could claim to have an entitlement to Intellectual Property Rights then the Contractor shall ensure appropriate permissions are obtained in order to enable the Authority to fully utilise the work pursuant to this Agreement. The Authority shall have the right to see such permissions.
- 22.6. The Contractor shall ensure that any independent author or part author of any copyrightable material created as part of the Contractor's performance of the Services assigns his/her Intellectual Property Rights in such material to the Contractor and waives any moral rights under the Copyright, Designs and Patents Act 1988. The Contractor shall do this as soon as reasonably possible after the creation of any such work.
- 22.7. It is the policy of the Authority to associate authors with their works. However, there may be exceptional circumstances where this would be to the detriment of the Authority. In an exceptional circumstance NICE, would reserve the right to disassociate the author from the work.
- 22.8. The Contractor agrees to indemnify and keep indemnified the Authority and any Beneficiary against any Costs, claims, proceedings, expenses and demands arising from the use, application, supply or delivery of any Deliverable, process, article, publication, matter or thing supplied under the Agreement that would constitute or is alleged to constitute any infringement of any person's Intellectual Property Rights.

22.9. Use post-expiry or on termination of this contract

- 22.9.1. The Contractor agrees that the licence at clause 22.2 shall (without any additional charge), continue for 12 months following termination or expiry of this Contract for any reason, provided always that the Authority understands and accepts that all such CKS Content may not be reviewed, monitored or updated by the Contractor

during any such period and accordingly, save to the extent attributable to a Default under this Contract, the Contractor shall not be liable for the same.

22.10. Limited right to licence the CKS Content in the United Kingdom to organisations within the NHS other than the Authority

22.10.1. The Contractor understands and accepts that the purpose of this Contract is to benefit the NHS and that, having been paid the Contract Charges by NICE for the Services described hereunder, it would not be fair nor reasonable for the Contractor to sell the same or a similar service utilising the same or similar CKS Content to any other organisation within the NHS.

22.10.2. However, the Contractor may do so provided that it complies with the following notification and reporting obligations:

22.10.2.1. the Contractor must, before it enters into any contract with another NHS organisation for a service meeting the description in Clause 22.10.1 above, provide written notice to such NHS organisation of the free availability to it of the Service being provided hereunder and obtain written confirmation from such NHS organisation that it has received such notice;

22.10.2.2. the Contractor must, as part of the quarterly reporting to the Authority, provide details of any sales made or any pipeline orders of sales to any NHS organisation then current, such details to be sufficient to enable the Authority to assess compliance of the Contractor with the foregoing restrictions and to include evidence of the NHS organisation having received written notification from the Contractor of the free availability of the Services under this Contract.

23. Confidentiality

23.1. In respect of any Confidential Information it may receive from the other party ("the Discloser") and subject always to the remainder of this clause 23, 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:

23.1.1. the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of the Agreement;

23.1.2. the provisions of this clause 23 shall not apply to any Confidential Information which:

23.1.3. is in or enters the public domain other than by breach of the Agreement or other act or omissions of the Recipient;

23.1.4. is obtained by a third party who is lawfully authorised to disclose such information; or

23.1.5. is authorised for release by the prior written consent of the Discloser; or

- 23.1.6. the disclosure of which is required to ensure the compliance of the Authority with the Freedom of Information Act 2000 (the FOIA).
- 23.2. Nothing in this clause 23 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 23 as if any reference to the Contractor in this clause 23 were a reference to such holding company.
- 23.3. The Contractor authorises the Authority to disclose the Confidential Information to such person(s) as may be notified to the Contractor in writing by the Authority 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 Agreement, such exercise being commonly referred to as "benchmarking". The Authority 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. The Authority shall not without good reason claim that the lowest price available in the market is the realistic market price.
- 23.4. The Contractor acknowledges that the Authority 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 Agreement.
- 23.5. The Contractor agrees that:
- 23.5.1. without prejudice to the generality of clause 23.2, the provisions of this clause 23 are subject to the respective obligations and commitments of the Authority 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;
- 23.5.2. subject to clause 23.5.3, the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for the Authority;
- 23.5.3. where the Authority is managing a request as referred to in clause 23.5.2, the Contractor shall co-operate with the Authority and shall respond within five (05) working days of any request by it for assistance in determining how to respond to a request for disclosure.
- 23.6. The Contractor shall and shall procure that its sub-contractors shall:
- 23.6.1. transfer the any request for information, as defined under section 8 of the FOIA, to the Authority as soon as practicable after receipt and in

- any event within five (05) working days of receiving a request for information;
- 23.6.2. provide the Authority with a copy of all information in its possession or power in the form that the Authority requires within five (05) working days (or such other period as the Authority or a Beneficiary may specify) of the Authority or a Beneficiary requesting that Information; and
 - 23.6.3. provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to a request for information within the time for compliance set out in section 10 of the FOIA.
- 23.7. The Authority may consult the Contractor in relation to any request for disclosure of the Contractor's Confidential Information in accordance with all applicable guidance.
 - 23.8. This clause 23 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 Agreement, this clause 23 shall remain in force for a period of 3 years after the termination or expiry of this Agreement.
 - 23.9. In the event that the Contractor fails to comply with this clause 23, the Authority reserves the right to terminate the Agreement by notice in writing with immediate effect.

24. Data Protection

- 24.1. The Supplier shall fully comply with the Data Protection Legislation.
- 24.2. The Supplier shall allow the Authority to audit the Supplier's compliance with the requirements of this clause 24 on reasonable notice and/or to provide the Authority with evidence of its compliance with the obligations set out in this clause 24.
- 24.3. Both Parties agree to use all reasonable efforts to assist each other to comply with the Data Protection Legislation. For the avoidance of doubt, this includes the Supplier providing the Authority with reasonable assistance in complying with Data Subject Access Request (or purported Data Subject Access Request) served on the Authority and the Supplier consulting with the Authority prior to the disclosure by the Supplier of any Personal Data in relation to such requests.
- 24.4. Both Parties agree that the Authority is neither a Data Controller, or a Data Processor, and any processing of Personal Data made by the Supplier shall be the sole responsibility of the Supplier. The Supplier shall ensure it enters into all appropriate agreements with Third Parties in relations to any Personal Data processed in relation to any Services the Supplier provides to the Authority under this Agreement.

25. Data security

- 25.1. The Contractor shall be liable to the Authority for loss or corruption of any data or Software owned by the Authority or for which the Authority is responsible to the owners for its security, including loss or corruption resulting from the introduction of a Virus, when such loss or corruption results from a wilful act or Default of the Contractor. Or any failure to comply with the provisions of this clause 25.1 which, without prejudice to the Authority's remedies for any other failure to comply with such provisions, results from the disposal, re-assignment or re-use by the

Contractor of any magnetic or other media which is or has been used to store data owned by the Authority or for which the Authority is responsible to the owners for its security. Where such wilful act or Default shall occur, the Contractor shall return such data and Software to a fully operational state with all possible speed. The liability by the Contractor shall be subject to the Authority having exercised data security and data management procedures, in accordance with good practice in the health industry or the information technology industry as appropriate, to avoid such loss or corruption where possible and to mitigate the effects thereof.

25.2. Information Security

- 25.3. The Contractor shall have and maintain a Business Continuity and Disaster Recovery (BCDR) plan which sets out the requirements for ensuring continuity of the business processes and operations supported by the Services in circumstances of Service disruption or failure and for restoring the Services through business continuity and as necessary disaster recovery procedures. It also includes the requirement on the Contractor to develop, review, test, change, and maintain a BCDR plan in respect of the Services.
- 25.4. The Contractor shall ensure that its Sub-contractors' disaster recovery and business continuity plans are integrated with the BCDR Plan.
- 25.5. The Contractor shall have and maintain a security management policy and plan which sets out security standards, business processes for security testing, and incident management and resolution processes for any breach of security.
- 25.6. The Contractor shall comply, and shall procure the compliance of the Contractor Personnel, with the security management policy and plan and the Contractor shall ensure that the security plan produced by the Contractor fully complies with the security policy.
- 25.7. Both the BCDR and the security management plan will be available to the Authority on request.

26. Platform Accessibility Statement

- 26.1. The Contractor will publish an accessibility statement on the Contractor's publicly available website in relation to this Service and will make best efforts to ensure the Service meets accessibility standards in accordance with the Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018 and complies with accessibility standards (EN 301 594 / WCAG 2.1 Level AA). Where the Service is only partially compliant with the EN 301 594 / WCAG 2.1 Level AA accessibility standard, the Contractor must publish those areas where it is non-compliant and provide the Authority with a VPAT (Voluntary Product Accessibility Template) on non-compliance issues at the Authority's request.

27. Staff and Resources

- 27.1. The Contractor shall be fully responsible in every way for all its staff and all consultants (whether part-time or full-time).
- 27.2. 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 27.2 and shall impose on any Sub-Contractor obligations substantially similar to those imposed on the Contractor by this clause 27.2; and

- 27.3. The Contractor shall not discriminate directly or indirectly or by way of victimisation or harassment against any person on racial grounds within the meaning of the Equality Act 2010.
- 27.4. The Contractor shall notify the Authority immediately of any investigation of or proceedings against the Contractor under the 2010 Act 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.
- 27.5. The Contractor shall indemnify the Authority against all costs, claims, charges, demands, liabilities, damages, losses and expenses incurred or suffered by the Authority 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.
- 27.6. The Contractor shall impose on any sub-contractor obligations substantially similar to those imposed on the Contractor by this clause 27.
- 27.7. Where the Authority has notified the Contractor that it intends to tender or retender any services, the Contractor shall on written request and in within twenty (20) operational days of such a request provide the Authority with anonymised details of staff engaged in the provision of such services to be tendered or retendered that may be subject to TUPE.

28. Termination

- 28.1. This Agreement shall terminate in the following circumstances:

28.2. Breach

- 28.2.1. 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 thirty (30) days written notice; but
 - 28.2.1.1. If the breach complained of by a Party in relation to the Service Specification, the SLA and the KPIs, 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;
 - 28.2.1.2. 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.

28.3. Repeat of Breach

- 28.3.1. 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 thirty (30) days);

28.4. Insolvency

- 28.4.1. 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.

28.5. Change of Management Control

- 28.5.1. The Authority reserves the right to immediately end this Agreement upon any change of the Contractor's management or control within twenty-eight (28) days of the Authority finding out of such change. The Contractor shall promptly notify the Authority of any such change of management or control.

28.6. Unsatisfactory Evaluation of the Services

- 28.6.1. In the event that the outcome of any evaluation of the Services Party in relation to the Service Specification, the SLA and the KPIs, carried out by the Authority under this Agreement is unsatisfactory the Authority may terminate this Agreement on thirty (30) days written notice.

28.7. Consequences of Termination

- 28.7.1. In the event of the termination or expiry of this Agreement:
- 28.7.1.1. the Contractor shall repay forthwith to the Authority any advance payments made by the Authority relating to any Service not performed by the Contractor in accordance with the Agreement;
 - 28.7.1.2. the Contractor shall provide to the Authority or a replacement Contractor nominated by the Authority any data belonging to the Authority in its possession either in its then current format or in a format nominated by the Authority (in which event the Authority will reimburse the Contractor's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Authority;
 - 28.7.1.3. the Contractor shall cease to use the data belonging to the Authority;
 - 28.7.1.4. each party shall return all items supplied to it in connection with the Agreement by the other party;
 - 28.7.1.5. the Contractor shall render reasonable assistance to the Authority, if requested, to the extent necessary to effect an orderly assumption by a replacement Contractor of the Managed Services performed previously by the Contractor hereunder and the Authority shall reimburse the Contractor for such assistance at the rates then prevailing for customers of the Contractor for the same or similar services.

28.8. Termination without cause

- 28.8.1. In addition to its rights under any other provision of the Agreement the Authority may terminate the Agreement at any time by giving the Contractor three months' written notice.

29. Force Majeure

- 29.1. For the purposes of this Agreement the expression 'Force Majeure' shall mean any cause affecting the performance by a Party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond their reasonable control including (but without limiting the generality thereof) government regulations, fire, flood, interruption to electricity supply or any disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available. Such cause shall only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the Party claiming Force Majeure or its servants, agents or employees.
- 29.2. Neither Party shall in any circumstances be liable to the other for any loss or delay or failure to perform of any kind whatsoever including but not limited to any damages or abatement of charges whether directly or indirectly caused to or incurred by the other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure.
- 29.3. If either of the Parties shall become aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other by the most expeditious method then available and shall inform the other of the period which it is estimated that such failure or delay shall continue.
- 29.4. It is expressly agreed that any failure by the Contractor to perform or any delay by any of the Parties in performing their obligations under this Agreement which results from any failure or delay in the performance of their obligations by any person, firm or company with which the Contractor shall have entered into any contract, supply arrangement or sub-contract or otherwise, shall be regarded as a failure or delay due to Force Majeure only in the event that the said person, firm or company shall itself be prevented from or delayed in complying with its obligations under such contract supply arrangement or sub-contract or otherwise as a result of circumstances of Force Majeure.
- 29.5. Subject to clause 11 and 12, for the avoidance of doubt it is hereby expressly declared that the only events which shall afford relief from liability for failure or delay shall be any event qualifying for Force Majeure herein.

30. Escalation procedure

- 30.1.1. Any dispute that may arise shall follow the following escalation procedure prior to enactment of clause 32 Dispute Resolution Procedure. Where the nominated manager of the Contractor and the Authorities Commissioning Manager are unable to resolve any dispute or breach, the dispute or breach shall be escalated further to senior management within each organisation as described in Annex 1 [2.1].

31. Dispute Resolution Procedure

31.1. Application

- 31.1.1. Any Dispute shall be resolved in accordance with this Dispute Resolution Procedure.

- 31.1.2. Nothing in this Dispute Resolution Procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 31.1.3. Where a Dispute has arisen (and the parties have not resolved the Dispute in accordance with the relevant terms of this Agreement, if applicable) either Party may invoke this procedure by notice in writing to the other ("Procedure Initiation Notice") and shall consult in good faith in an attempt to come to an agreement in respect of the Dispute. The Procedure Initiation Notice may only be given by either the Institute's representative or the Contractor's representative. The receiving Party shall then send a notice in writing in reply ("Counter Notice") confirming receipt of the Procedure Initiation Notice as soon as reasonably practicable (and in any event within two (02) working days of receipt of the Procedure Initiation Notice). The Party representatives shall meet within ten (10) working days of receipt of the Counter Notice and shall attempt to resolve the Dispute within five (05) working days of meeting.

31.2. Management Referral

- 31.2.1. If the Dispute is not resolved between the Party representatives within five (05) working days of meeting pursuant to clause 31.1.3 above, either Party may require by notice in writing ("Management Referral Notice") to the other that the Dispute be referred to the relevant Director of the Institute, the Department of Health and the Managing Director of the Contractor (together "Management") (in either case, if such individuals are unavailable, the Institute or the Contractor (as appropriate) shall nominate in writing to the other an alternative senior officer), both of whom may bring a technical representative to the meeting. These individuals shall meet for discussion within ten (10) working days of service of the Management Referral Notice at a mutually agreed time and place or failing agreement within five (05) working days of the service of the Management Referral Notice at the time and place specified by the Party serving notice provided such place is at a neutral location within England and that the meeting is to take place within normal business hours.

31.3. Mediation

- 31.3.1. If the Dispute is not resolved between the Parties through any of the applicable procedures provided for under clause 31.1 and 31.2, then the Parties shall consider whether to refer the Dispute to mediation and it shall be referred to mediation unless either (a) the Institute considers that the Dispute is not suitable for resolution by mediation or (b) the Contractor does not agree to mediation. The mediation shall be conducted in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure and the following shall prevail in the event of a conflict with that procedure:
- 31.3.2. the mediation shall be conducted by a single mediator who shall be appointed by agreement in writing between the Parties or, if the Parties are unable to agree on the identity of the mediator within ten (10) working days of the date of the request that the Dispute be determined by a mediator, or if the mediator appointed is unable or unwilling to act, shall be appointed by the Centre for Effective Dispute Resolution on the application of either Party;
- 31.3.3. the mediation shall be conducted in a location agreeable to both parties and in the English language;
- 31.3.4. the mediation shall be conducted in private and without prejudice to the rights of the Parties in any future proceedings; and

- 31.3.5. the mediation shall be held within thirty (30) working days of the appointment of the mediator pursuant to clause 31.3.1 above.

31.4. Litigation

- 31.4.1. If the Dispute has not been resolved to the satisfaction of both Parties pursuant to the mediation procedure set out in clause 31.3 above; or
- 31.4.2. if the Institute considers that the Dispute is not suitable for resolution by mediation in accordance with clause 31.3 above; or
- 31.4.3. if the Contractor does not agree to mediation in accordance with clause 31.3 above; or
- 31.4.4. if a Procedure Initiation Notice has not been given in accordance with clause 31.1.3 above; or
- 31.4.5. if in any event the Dispute is not resolved within ninety (90) days after it has arisen, then either Party shall be entitled to issue proceedings and the Courts of England shall have exclusive jurisdiction to hear and determine the Dispute.

32. Agreement Change or Variation

- 32.1. Where either Party see a need to make an Agreement Change, the Authority may at any time request such change and the Contractor may at any time recommend such change, provided that each party give the other at least one month's written notice of any change or addition and provided that either (a) such change or addition can be achieved without need for additional funding; or (b) that the Authority agrees to provide any additional funding reasonably required by the Contractor in respect of such change or addition; or (c) should the change require an adjustment to the approved cost in Annex 3, that such adjustment is agreed by both parties. The notice shall give details of the variation or addition and the date on which it is to take effect.
- 32.2. Any request for an Agreement Change shall be provided in writing using the form at Annex 7.
- 32.3. Neither Party shall unreasonably withhold its agreement to any Agreement Change. For the avoidance of doubt any withholding of agreement by the Authority shall not be considered to be unreasonable where any Agreement Change recommended by the Contractor would or might (in the opinion of the Authority) result in the Contractor's provision of services failing to conform to the terms of this Agreement or to the Approved Cost being exceeded.
- 32.4. No such variation or addition shall affect the continuation of the Agreement.
- 32.5. Until such time as an Agreement Change is made the Contractor shall, unless otherwise agreed in writing, continue to provide the services pursuant to the Agreement as if the request or recommendation had not been made.
- 32.6. Any discussions which may take place between the Parties in connection with a request or recommendation before the authorisation of a resultant Agreement Change shall be without prejudice to the rights of either Party.
- 32.7. Discussion between the Parties concerning an Agreement Change shall result in one of the following:
- 32.7.1. no action being taken; or

- 32.7.2. the request to make an Agreement Change by the Authority being implemented; or
 - 32.7.3. the recommendation to make an Agreement Change by the Contractor being implemented.
- 32.8. Subject to clause 33.7, this Agreement cannot be varied except in writing and signed by the lawful representatives of both Parties.

33. Procurement Transparency

- 33.1. The Contractor acknowledges that this Agreement and any tender documentation that forms part of this Agreement will be published in its entirety in order to comply with the UK government's Transparency Agenda. Limited redactions may be made before publication in order to comply with existing law and for the protection of national security.
- 33.2. Subject to 33.1, 33.3 and 33.4 the Contractor must notify the Authority of any sections of the tender documentation and/or this Agreement that they regard as Commercial in Confidence or subject to the non-disclosure clauses of the FOIA or DPA. Any such request must provide a clear justification for the proposed redaction.
- 33.3. The total value (bottom line) of the agreement is required to be published under current EU regulations and the UK governments Transparency Agenda.
- 33.4. 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 Agreement is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA and/or the DPA.
- 33.5. Notwithstanding any other term of this Agreement, the Contractor hereby gives his consent for the Authority to publish the Agreement in its entirety, including from time to time agreed changes to the Agreement, 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.
- 33.6. Both Parties shall take reasonable steps to ensure that their servants, employees, agents, sub-Contractors, Contractors, professional advisors and consultants comply with this clause 33.

34. Gifts and Payments of Commission

- 34.1. The Contractor shall not offer or give to any member of staff of the Authority 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 the Authority. This prohibition specifically includes the payment of any fee or other consideration for any work in respect of or in connection with the Services carried out by a member of staff of the Authority to that member of staff or to a member of their family.
- 34.2. 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 the Authority to terminate this Agreement immediately and/or to recover from the Contractor any payment made to the Contractor.

35. Transfer of Undertakings (Protection of Employment) TUPE

35.1. The Parties recognise that the Transfer of Undertakings (Protection of Employment) Regulations 2006 SI 2006 No 246 may apply in respect of the future next award of the Agreement and that The Contractor shall comply with the requirements of those Regulations.

35.1.1. Subject to clause 35.1.2, any provisions relating to the transfer of personnel which results from the transition of responsibility for the Services and/or to which TUPE shall apply, shall be specified as part of the transition and in the Exit Plan, subject to clause 9.2.1. The parties shall be responsible for the fulfilment of obligations in respect of such personnel which result from such transfer and which may be specified the Exit Plan, for obligations of the Contractor and for obligations of the Authority.

35.1.2. The Contractor shall indemnify the Authority (and any replacement contractor) against all losses arising on or after the expiry or termination of all or any part of this Contract out of or in connection with or in respect of the actions or omissions of the Contractor (or its subcontractors) with regard to the employment or termination of employment of any person, including but not limited to; breach of contract, loss of office, unfair dismissal, redundancy, loss of earnings or otherwise (and all damages, penalties, awards, legal costs, expenses and any other liabilities incurred by the Authority), by the Contractor (or subcontractor) before the date of transfer and who has (or would have) transferred to the Authority (or any replacement contractor) pursuant to TUPE (save to the extent that such losses arise out of or are a result of the actions or omissions of the Authority or replacement contractor).

36. Miscellaneous

36.1. It is further agreed between the Parties:

36.2. Assignment

36.2.1. The Contractor shall not assign, novate, sub-contract or otherwise dispose of the Agreement or any part thereof or the benefit or advantage of the Agreement or any part thereof without previous consent in writing of the Authority.

36.2.2. The Authority shall have the right to assign, novate, sub-contract or otherwise dispose of its rights and obligations under the Agreement. The Authority may without the Contractor's consent and at any time assign all of its rights under the Agreement and the Contractor hereby consents to the novation of those rights and obligations. The Contractor irrevocably appoints the Authority as its agent for the execution of each Deed of Novation.

36.3. Waiver

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

36.4. Public Reputation of the Parties

- 36.4.1. 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.

36.5. Whole Agreement

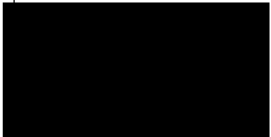

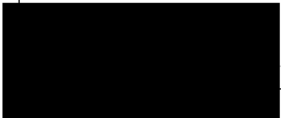

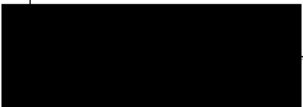

- 36.5.1. The Parties acknowledge that this Agreement contains the whole Agreement between the Parties and supersedes all previous agreements whether express or implied.

36.6. Governing Law




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

37. Agreement Signatures

Signed for and on behalf
of the Authority

	Signature	Name and title	Date
Procurement Manager		 Associate Director - Procurement	30 Mar 2023
Commissioning Manager		 Programme Manager	30 Mar 2023
Budget Holder		 Chief Executive	30 Mar 2023

Signed for and on behalf
of the Contractor

	Signature	Name and title	Date
Authorised Signatory:	 	 Managing Director (Primary Care)	30 Mar 2023

This Agreement is not valid until all Signatures have been completed.

ANNEX 1

1.1 The Services Specification

Definitions

Capitalised words and expressions that follow found in this specification have the meanings hereby assigned to them unless the context specifically requires otherwise. It should also be noted that references to the singular include the plural and vice versa.

Term	Meaning
“Clinical Knowledge Summaries Service”	Means the service that NICE is procuring and that will deliver current, high quality Clinical Knowledge Summaries to Clinicians working and training in General Practice and first contact settings at the point of need in accordance with the service specification.
“Clinicians”	Has the same meaning as that given to “clinicians working and training in general practice and first contact settings”.
“Clinicians working and training in General Practice and first contact settings”	Means a person of a Primary Care profession or discipline working or training in a General Practice or a first contact setting. This includes paramedics.
“Contractor”	Means the successful bidder to whom a contract is awarded to.
“General Practice”	Means the general practice Primary Care setting.
“Guidance producer”	Means an organisation that produces guidance and advice and recommendations for practice.
“Guidance”	Means systematically developed statements to guide decisions about appropriate health and social care to improve individual and population health and wellbeing.
“Key Performance Indicator”	Means an indicator of the performance of the CKS Service that is measurable against agreed levels of service.
“NICE Digital Channels”	Means any form of NICE digital publishing (e.g., web, mobile device, email, SMS) delivered via the internet, intranet or extranet.
“Primary Care Practitioner”	Means a person in a Primary Care profession or discipline.
“Primary Care Presentation Topic”	Means a written evidence-based synopsis of a specific Primary Care Presentation.
“Primary Care Presentation”	Means a health condition, disease or clinical symptom(s) presenting in Primary Care and relevant to Clinicians working in General Practice.
“Primary Care”	Means the setting in which management of new presentations of undifferentiated symptoms is often but

Term	Meaning
	not always accompanied by continuity of care for on-going physical, mental health and social problems, prevention as well as treatment is provided, and where care provision for a population as well as individuals is a consideration.
“Semantic Mark-up”	Mark-up to reinforce the semantics, or meaning, of the information in webpages and web applications rather than merely to define its presentation or look.
“Service Credit”	Means a credit applicable to the quarterly service charge that results from the failure of the CKS Service to meet threshold service levels.
“Topic Content”	Has the same meaning as given to “Primary Care Presentation Topic”

A1. Introduction

- A1.1. The National Institute for Health and Care Excellence, (“NICE”), established under the Health and Social Care Act 2012, is the executive Non-Departmental Public Body responsible for providing guidance and advice to support health and social care commissioners, providers and others to make sure that the care and preventative services provided are of the best possible quality and offers the best value for money. NICE has a statutory role that encompasses the development of quality standards, advice, information and recommendations about NHS, public health and social care services. NICE provides independent, evidence-based guidance on the most effective ways to prevent, diagnose and treat disease and ill health and reduce health inequalities, and operates an independent accreditation programme to validate the guidance production of external organisations. Documents describing the methods and process employed by NICE are available from NICE’s website (available at www.nice.org.uk).
- A1.2. NICE is seeking to procure a Clinical Knowledge Summaries (“CKS”) Service. The CKS Service will research topics and provide summaries of the best available evidence and practical guidance on best practice in an accessible, easy to use format aimed at Clinicians working in General Practice in the UK, covering a full range of Primary Care Presentations.
- A1.3. The CKS Service will support the strategic aims of NICE through the provision of a high quality, evidence-based resource covering a full range of common and/or significant Primary Care Presentations from the start of the service.
- A1.4. It will be aimed at Clinicians working and training in General Practice and first contact settings in the UK and will be accessible through a range of NICE Digital Channels, managed and hosted by NICE, and presented in such a way as to allow easy use of the evidence-based resource to support patient consultations.

A2. Budget and Contract Length

- A2.1. The total budget is £440,000 (excluding VAT) per annum (years 2023-24, 2024-25, 2025-26). Total 3-year budget is £1,320,000. Submissions exceeding this value will not be accepted. The contract term is three (3) years from 8th April 2023

to 7th April 2026), with options to extend for additional 2x12-month periods (8th April 2026 to 7th April 2028) [REDACTED] (excluding VAT) per annum, total 24-month extension [REDACTED]

- A2.2. Where implementation costs are relevant, NICE will pay implementation costs in April 2023 on full acceptance and delivery of the implementation phase. Implementation costs need to be covered in the year 1 budget (2023-2024).

A3. Aims and Objectives

- A3.1. The overall aim of the CKS Service is to provide evidence based Primary Care Presentation Topics covering a full range of common and/or significant Primary Care Presentations in the format of succinct summaries that can be easily accessed and read by clinicians working and training in General Practice and first contact settings in their working environment. The content and delivery of the CKS Service must consider the limitations that clinicians working in General Practice and first contact settings can face in terms of the time available preparing for, conducting and following up on patient consultations.
- A3.2. The CKS Service must be a resource of demonstrable high quality (see section A5.1 below on Quality Assurance of Content).

A4. Service Scope

A4.1. Topic Content

- A4.1.1. The Contractor shall research topics, write summaries, and provide content for each Primary Care Presentation Topic, which includes but is not limited to the following types of information:

- Topic introduction or overview.
- Definition and basic epidemiology such as prevalence, risk factors and co-morbidities.
- Symptoms and clinical signs.
- Differential diagnosis.
- Specific assessment activities including relevant diagnostic tests and when they should be requested.
- Information on the full range of appropriate management options including, for example, self-care, follow-up, pharmacotherapy, psychosocial interventions, referral to other professionals in primary or secondary care or referral to other agencies. Comment on the effectiveness or cost-effectiveness of various options should be made where relevant.
- Prescribing Information, such as licensed indications.
- Common pitfalls and uncertainties.

- A4.1.2. The Primary Care Presentation Topic content must be written, structured, and formatted in such a way to provide the following:

- A readily accessible summary of the current evidence base and practical guidance on best practice in respect of a full range of common and/or significant Primary Care Presentations.
- Content that is suitable for use by Clinicians working in General Practice and first contact settings who are preparing for, delivering or reviewing patient consultations.
- Content that is suitable to enable shared decision-making with patients.
- Full and clear citations describing the sources of evidence used to formulate each sub-section of each Primary Care Presentation Topic and links to online versions of underpinning documentations wherever possible.
- Cross referencing between Primary Care Presentation Topics.
- A description of how each Primary Care Presentation Topic has been developed.
- Content that is suitable to meet the training and education needs of clinicians in training.
- A topic structure that is quick and easy to navigate and that allows the right content to be found quickly.
- A topic structure that is easy to index for search purposes.

A4.1.3. The Contractor shall ensure that any recommendations made in Primary Care Presentation Topics are consistent with NICE guidance. Details of guidance in development at NICE and anticipated guidance publication dates can be found in the 'In Development' section at <https://www.nice.org.uk/guidance/indevelopment>. NICE will also communicate changes to anticipated guidance publication dates to the Contractor.

A4.1.4. The content delivered through the CKS Service must be written in clear, concise, and grammatically correct British English and be relevant to the UK health system.

A4.1.5. Each Primary Care Presentation Topic must include a short summary of the topic (approximately 150 characters) which will be used to describe the topic in search results and that will support search engine optimization.

A4.2. Topic Coverage

A4.2.1. The Contractor shall ensure that the CKS service Primary Care Presentation Topics cover a full range of common and/or significant Primary Care Presentations from the service start date. At the very least, the CKS service will be representative of all current NICE guidelines relevant to Primary Care, available at <https://www.nice.org.uk/guidance>. The Contractor shall also take account of the General Practitioner Curriculum (<http://www.rcgp.org.uk/GP-training-and-exams/GP-curriculum-overview.aspx>) in the definition of the range of Primary Care Presentation Topics.

A4.2.2. The Contractor shall review and update Primary Care Presentation Topic content to ensure it remains current. The Contractor shall ensure that any changes that are of a high significance in respect of patient treatment are identified, and changes implemented urgently, including but not limited to:

- The withdrawal of drugs or treatments for safety reasons; and
- Any other matter that would have a significant and immediate impact on patient care.

The Contractor will identify changes that are of a high significance by undertaking a continuous systematic literature surveillance that includes (but is not limited to):

- Cochrane Database of Systematic Reviews
- Email alerts
- Journal review services
- Key journals, for example New England Journal of Medicine
- Manufacturers' Summary of Product Characteristics
- NICE guidance
- Other national guidelines, for example SIGN
- The National Guideline Clearing House

A4.2.3. The Contractor shall provide and maintain details of the scope and number of Primary Care Presentation Topics covered by the CKS Service. The Primary Care Presentation Topics that will be available from the service start date are listed in Annex 11.

A4.2.4. The Contractor must ensure each Primary Care Presentation Topic is kept up to date and accurate in a timely manner. In addition, the Contractor shall define and agree with NICE their methods and process for the selection of existing Primary Care Presentation Topics requiring review and update. Such methods and processes must take account of, as a minimum:

- Updates to NICE Guidance relevant to Primary Care; and
- Changes in the evidence base.

A4.2.5. Each Primary Care Presentation Topic shall be formally reviewed and updated at least every five (5) years on a 'rolling programme'. Seventy-two (72) Primary Care Presentation Topics shall be formally reviewed and updated per annum for the first three (3) years of the contract and per additional twelve (12) month period agreed by NICE under section 5 of the contract.

A4.2.6. The Contractor shall agree the annual schedule of Primary Care Presentation Topic updates that are to be carried out in each year. The Contractor shall agree this schedule with NICE on or before 8th April each year.

A4.2.7. The Contractor will be asked to develop new Primary Care Presentation Topics that are not covered by a Contractors initial proposed CKS solution, but which are part of the current and future collection of NICE guidelines or which NICE deems to be a significant Primary Care Presentation Topic that needs to be covered.

A4.2.8. The Contractor shall identify and prioritise potential new Primary Care Presentation Topics in response to changing needs within Primary Care or the changing prevalence of common and significant presentations in Primary Care, using a gap analysis process that will analyse the following sources and compare

the information found with the current CKS topic list: NICE Public Health guidelines, NICE Clinical Guidelines, BMJ Evidence-Based Medicine, the RCGP Common and Significant conditions list, the GP Curriculum and the Hot Topics series. The results of the gap analysis will be shared with NICE for review and action.

A4.2.9. NICE shall agree with the Contractor the schedule of new Primary Care Presentation Topics, should any be needed, on or before 8th April each year.

A4.2.10. The Contractor will develop and release to the CKS service five (5) new Primary Care Presentation topics per annum for the first three (3) years of the contract.

A4.2.11. The Contractor will develop and release to the CKS service five (5) new Primary Care Presentation topics per additional twelve (12) month period agreed by NICE under section 5 of the contract.

A4.3. Evidence Sourcing Responsibilities

A4.3.1. The Contractor shall be solely responsible for the sourcing of all evidence based clinical knowledge and information necessary for the provision of the services to be provided under any contract arising out of the CKS procurement.

A4.4. Audiences

A4.4.1. The primary audiences for the CKS Service are clinicians working and training in General Practice and first contact settings.

A4.5. Geographic boundaries and geographic access limitations

A4.5.1. The CKS Service shall be freely and openly accessible and available to anyone geographically located in the UK via the Hosted Service available from (<https://cks.nice.org.uk/>) without restriction as to the number of pages a user can view. NICE will ensure access to the NICE CKS microsite is geographically restricted to the UK.

A4.5.2. Metadata about content in the CKS Service such as topic titles, topic publication or last updated date and topic level descriptions (150 words) will be openly accessible and available to anyone worldwide through search engines such as Google and Bing. The topic content itself will not be accessible outside of the UK, British Overseas Territories and Crown dependencies.

A4.6. Content Delivery Mechanisms and Formats

A4.6.1. The Contractor shall deliver CKS Service content to NICE using mechanisms and formats in accordance with a Standard Operating Procedure that is agreed by the Contractor and NICE.

A4.6.2. The CKS Service content must be delivered to NICE in a consistently structured data format using JSON, that uses detailed semantic mark-up.

A4.6.3. The chosen structured data format should:

- fragment Primary Care Presentation Topic content into meaningful sections, sub-sections and content elements that meet the service requirements described in sections A4.1 and A4.7,
- be consistently formatted, ordered, and well-formed,

- support the easy construction of web page structure, metadata, content and navigation devices such as alphabetical topic browse pages, topic section navigation menus, crumb trails, filters, pagination options and topic to topic links,
- be formatted in a way that enables granular indexing and discovery via search engines at the topic, section, and sub-section level,
- use uniquely referenceable semantic mark-up for all meaningful sections,
- be described by a schema that is shared with NICE, that defines and describes each meaningful section within the data format,
- include all essential metadata described in A4.7.4,
- include any desirable metadata described in A4.7.5, and
- use unique identifiers for each topic, named section and sub-section.

A4.6.4. Each CKS Primary Care Presentation Topic should include the following essential metadata elements:

- Topic title,
- Browse topic title,
- Section titles,
- Clinical Specialty/Specialties,
- Date published or date last revised, and

- [REDACTED]

A4.6.5. Each CKS Primary Care Presentation Topic could include the following [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

A4.6.6. Links to external BNF references, for example BNF record <https://www.medicinescomplete.com/mc/bnf/current/>, on the CKS site hosted by NICE must be directed to NICE hosted BNF content versions where available. This might be done by NICE by processing the Contractor's data feed to ensure all hyperlinks to BNF web pages point to NICE hosted BNF content.

A4.6.7. CKS Service content will be delivered to NICE using [REDACTED] mechanism agreed with NICE

A4.6.8. The Contractor must provide NICE with no less than 90 days' notice before any change or amendment to the schema used to describe the data format can be brought into effect. The notice period will begin on receipt of the updated schema and of example content and metadata created using the updated schema. Any change to the schema should be applied consistently to all the content delivered to NICE.

A4.6.9. The Contractor shall provide metadata that can be used for Search Engine Optimisation to support the promotion of and increase the usage of the CKS service in all Search Engines.

A4.7. Publication via NICE Digital Channels

A4.7.1. The CKS Service Primary Care Presentation Topic content (including metadata) will be published via the NICE website CKS microsite (<http://cks.nice.org.uk/>) for use within the UK, British Overseas Territories and Crown dependencies only. NICE will develop, manage, and host the NICE website CKS microsite.

A4.7.2. The Contractor may publish the CKS Service Primary Care Presentation Topics on their own website or via other digital channels including apps, but this website or these other digital channels should not be accessible within the UK, British Overseas Territories and Crown dependencies. Where the content is made available by the contractor under license in the UK, British Overseas Territories or Crown dependencies, this must be by written agreement with NICE.

A4.7.3. CKS Service Primary Care Presentation Topic content published on the NICE website CKS microsite will be indexed, made searchable and presented on a CKS microsite search page.

A4.7.4. NICE may also make CKS Primary Care Presentation Topics accessible via other NICE Digital Channels in the future to support Clinicians working and training in General Practice and first contact settings in making evidence-based decisions. This may include reference to the content to create new NICE intellectual property for commercial exploitation outside of the UK.

A4.8. Advertising

A4.8.1. CKS Service content provided to NICE directly or published via a Contractor provided site or digital channel accessible in the UK must not contain, or be presented adjacent to, any advertising or promotional material unless specifically agreed in writing by NICE in advance.

A5. Quality Assurance

A5.1. Quality Assurance of Content Creation

A5.1.1. The Contractor shall have responsibility for demonstrating and assuring the quality of all content provided to NICE.

A5.1.2. The Contractor shall employ guidance development processes that are consistent with NICE Accreditation criteria in Domain 3 (Rigour of Development) and in Domain 6 (Editorial Independence).

A5.1.3. The Contractor will use the accredited Clinical Knowledge Summaries "CKS" Process Manual Version 3.3 (2022), or updated and accredited versions of the

same manual, to author CKS Primary Care Presentation Topic content. Process Manual Version 3.3 can be found in Annex 12.

- A5.1.4. The Contractor shall send NICE all versions of their Process Manual that are updated during the course of this contract. The Contractor shall share its guidance development process documents, policy, guides, templates or protocols with NICE at any point in the contract when requested by NICE.

A5.2. Quality Assurance of Content Delivery and Presentation

- A5.2.1. The Contractor shall ensure that CKS service content and metadata delivered to NICE is well-formed, accurate and meets the definitions within the agreed schema by using effective quality assurance and continuous improvement processes.
- A5.2.2. The Contractor will run validation tests on content and metadata before sending the content and metadata to NICE to ensure it is correctly structured and formed. NICE may run additional validation tests on the content and metadata received from the Contractor and will report any validation errors to the Contractor for remedy.
- A5.2.3. The Contractor shall review all new and updated CKS Primary Care Presentation Topic content for accuracy on a beta version of the CKS microsite prior to the release of the content to the live CKS microsite.
- A5.2.4. The Contractor shall rectify any errors reported by any validation tests, amend any inaccuracies found during the review of the beta site and re-submit revised CKS service content using the agreed deliver mechanism as required.

A5.3. User feedback and Enquiry Handling

- A5.3.1. The Contractor shall have processes in place to receive, evaluate, respond to and record user feedback and enquiries by email and telephone in a way that continuously improves and develops the CKS Service, amending content where necessary and ensuring that it accurately reflects NICE guidance where appropriate.
- A5.3.2. NICE's enquiries handling team will forward enquiries relating to the CKS service that cannot be resolved by NICE to the Contractor for resolution.
- A5.3.3. The Contractor shall record the time taken to respond to enquiries and the outcome of all enquiries and shall provide NICE with a report of all enquiry handling in a format agreed with NICE.

A6. Implementation

A6.1. Implementation Plans and Milestones

- A6.1.1. The Contractor shall do and provide all that is necessary to deliver the service implementation to go-live within the timescales for the service commencement date as set out in Annex 4.
- A6.1.2. The Contractor shall work with NICE to agree a final implementation plan relating to the implementation of the CKS service, within 3 weeks of the award of contract. The plan will detail key stages and milestones involved with the set-up, development and implementation of the CKS service. The Contractor shall work with NICE to agree acceptance criteria for all products and services required to fully implement the CKS Service.

A6.1.3. The Contractor shall describe the steps required to agree with NICE the data format, delivery mechanism, validation and testing of CKS topic content and metadata.

A6.1.4. The Contractor shall agree the CKS content data format with NICE and send schema and example versions of CKS content and metadata to NICE for CKS microsite development, test and revision purposes in good time. The Contractor shall send a finalized set of CKS content and metadata to NICE in good time for the service commencement date.

A6.1.5. The Contractor shall create a Standard Operating Procedure that describes the delivery of content and metadata to NICE and the quality assurance activities to be completed on the content by the Contractor and NICE for all future releases of updated or new topic content.

A6.1.6. The Contractor shall describe how all necessary service management arrangements will be established prior to the service commencement date.

A6.2. Project Management

A6.2.1. The Contractor shall adhere to defined project management methodologies.

A6.2.2. The Contractor shall project manage the delivery of the products and services required to fully implement the CKS Service to the requirements and in accordance with the plan to which paragraph AA6.2.3 refers.

A6.2.3. The Contractor shall provide and maintain project plans that identify as a minimum, the following:

- All dependencies on NICE and other parties in order to deliver to the project plan;
- Significant milestones and associated products, activities and dates and also a resource profile identifying how and when resources will be deployed over the lifecycle of the project;
- A description of each of the key products, assurance points and milestones within the plan;
- The quality assurance processes required to verify the integrity of the outcome of each task; and
- Any activities required to finalise any details of the plan through further iterations of the plan.

A6.2.4. The Contractor shall participate and comply with any project reporting procedures and controls requested by NICE which may include:

- general administration;
- risk management;
- change control; and
- progress reporting.

A7. Quality and Performance Requirements

A7.1. Key Performance Indicators

A7.1.1. The Contractor shall do and provide all that is necessary to satisfy the Key Performance Indicators set out in Annex 2 below.

A7.1.2. A Service Credit is a credit applicable to the quarterly service charge that results from the failure of the CKS Service to meet Key Performance Indicators. The credit being calculated as a percentage of the quarterly service charge.

A7.1.3. The Contractor agrees to pay Service credits to NICE in respect of any failure to achieve the Service Levels. Service credits will be calculated in accordance with the provisions of Annex 2 and will be issued as a credit note to NICE in the next due invoice of the Contractor for the Services or, where no such invoice remains to be issued, shall be paid to NICE following the date of termination or expiry of the Contract.

A7.1.4. Service Credits shall be capped at 15% of quarterly service charges aggregated across all Key Performance Indicators.

A7.2. Contract and Service Management

A7.2.1. The Contractor shall appoint a single, named point of contact with NICE for the purposes of contract and service management.

A7.2.2. The Contractor shall provide contract, financial and service management reports for each Key Performance Indicator sufficient to demonstrate the level of service performance against each indicator set out in Annex 2 above on a quarterly basis.

A7.2.3. The Contractor shall attend quarterly and annual review meetings at which all provided reports will be reviewed and discussed. The date, time and venue of review meeting will be agreed between NICE and the Contractor, both parties acting reasonably. NICE will take minutes of each meeting and use all reasonable endeavours to circulate the same within seven (7) days of the meeting.

A7.2.4. The Contractor shall provide a quarterly service report no later than ten (10) working days before each scheduled quarterly review meeting, to summarise its performance against the key performance indicators. The quarterly service report shall also include, but not be limited to:

- Details of changes to, or removal of, any CKS content;
- Details of general enquiries received and how resolved; and
- Future work planned

A7.2.5. The Contractor shall also provide an annual service report no later than ten (10) working days before the scheduled annual review meeting.

A7.2.6. The Contractor shall participate and comply with all of the industry standard IT Service Management procedures and controls, including:

- Incident Management;
- Service Level Management;
- Change Management;

- Release and Deployment Management;
- Service Desk; and
- Service Reporting.

A7.3. Activity Metrics

A7.3.1. NICE will share by email monthly activity, access and usage reports on CKS service content published via the CKS microsite by email.

A7.3.2. The Contractor will provide by email monthly activity, access and usage reports on CKS service content published via a Contractor provided site or digital channel that is accessible within the UK.

2.1 Escalation

The Contractors escalation contacts:		
Name	Title	Email address
[REDACTED]	Medical Director	[REDACTED]
[REDACTED]	Managing Director – Primary Care	[REDACTED]
The Authority's escalation contacts:		
Name	Title	Email address
[REDACTED]	Programme Director	[REDACTED]

ANNEX 2

Service Level Agreement, Key Performance Indicators (KPI) and Reporting

Key Performance Indicator	Indicator	Threshold	Method of Measurement	Consequence of Breach
KPI1 New Topic Development	Number of agreed new topics developed and delivered	0	A count of the number of agreed new topics researched, developed and delivered to NICE for release to the CKS site against schedule during the reporting period.	Service Credits Applicable Failure: 5% of the quarterly service charge for each agreed new Topic not delivered unless good reason exists for the lack of delivery (for example delay to the publication of key guidance upon which the topic is based), in which case failure may be treated as an exception. Persistent Failure: Contract terms relating to termination for performance apply.
KPI2 Topic Update	Percentage of topics reviewed and updated to schedule.	90%	The number of topics reviewed, updated where necessary and delivered to NICE for release to the CKS site during the reporting period expressed as a percentage of the total number of topics that were scheduled to be reviewed and updated during the reporting period.	Service Credits Applicable Level 1 Failure: > or = 85% and <90% monitor, remedy and report only. Level 2 Failure: > or = 75% and <85% service credits are 2% of service charge. Level 3 Failure: <75%, 3% of service charge and contract terms relating to termination for performance apply. Persistent Failure: Contract terms relating to termination for performance apply.

Key Performance Indicator	Indicator	Threshold	Method of Measurement	Consequence of Breach
KPI3 Topic Update (Urgent)	Changes of high significance, for example patient safety issues requiring an urgent update, completed within threshold time period.	Content delivered to NICE within three (3) working days of being informed by NICE or another party of the need for an urgent update.	The elapsed time between being informed of the need for each urgent update and the time the update is delivered to NICE for release to the CKS site during the reporting period.	Service Credits Applicable Level 1 Failure: 1 urgent update fails to meet the threshold, monitor, remedy and report only. Level 2 Failure: 2 urgent updates fail to meet the threshold, 2% of service charge. Level 3 Failure: more than 2 urgent updates failing to meet the threshold: 3% of service charges and contract terms relating to termination for performance apply. Persistent Failure: Contract terms relating to termination for performance apply.
KPI4 Quality of structured data delivered to NICE	Percentage of structured data for updated or new topics delivered to NICE that are well formed, correctly structured and meet the schema definition.	90% of all structured data for updated or new topics delivered using the agreed mechanism is well formed, correctly structured and meets the schema definition.	The number of times structured data for updated and new topics is delivered to NICE that is well formed, correctly structured and meets the schema definition during the reporting period expressed as a percentage of the total number of times structured data for updated and new topics is delivered to NICE during the reporting period.	Service Credits Applicable Level 1 Failure: > or = 80% and <90% Monitor, remedy and report only. Level 2 Failure: > or = 70% and <80% service credits are 2% of service charge. Level 3 Failure: <70%, 3% of service charge and contract terms relating to termination for performance apply. Persistent Failure: Contract terms relating to termination for performance apply.

Key Performance Indicator	Indicator	Threshold	Method of Measurement	Consequence of Breach
KPI5 Resolution of General Enquiries reported	Percentage of enquiries reported to the Contractor by users or NICE resolved within threshold time period.	At least 70% of reported enquiries are resolved within twenty (20) working days; the remaining enquiries are to be resolved within forty (40) days.	The number of enquiries resolved within twenty working (20) days during the reporting period expressed as a percentage of the total number of enquiries during the reporting period.	Service Credits Applicable: Level 1 Failure: > or = 65% and <70% Monitor, remedy and report only. Level 2 Failure: > or = 55% and <65% service credits are 2% of service charges. Level 3 Failure: < 55%, 3% of service charge and contract terms relating to termination for performance apply. Persistent Failure: Contract terms relating to termination for performance apply.
KPI6 Attendance at quarterly and annual service meetings	Attendance at quarterly and annual service meetings and the provision of required information within threshold time period.	0	A count of the Contractor's attendance at all quarterly and annual service review meetings at which required information was provided by the Contractor.	Persistent Failure: Contract terms relating to termination for performance apply.
KPI7 Availability of the CKS structured data from Contractors System	Percentage of time the CKS structured data is available to NICE.	99.9%	The total time the structured data is available to NICE via the agreed delivery mechanism during the reporting period expressed as a percentage of the total time of the reporting period.	Service Credits Applicable: Level 1 Failure: < 99.9% but = or > 99.5% 2% of service charge. Level 2 Failure: < 99.5% but = or > 99.0% 3% of service charge.

Key Performance Indicator	Indicator	Threshold	Method of Measurement	Consequence of Breach
[where relevant to the delivery mechanism]				<p>Level 3 Failure: < 99.0% but = or > 98.0% 4% of service charge.</p> <p>Level 4 Failure: < 98%, 5% of service charges and contract terms relating to termination for performance.</p> <p>Persistent Failure: Contract terms relating to termination for performance apply.</p>

ANNEX 3

Payment Schedule

The Contractor will invoice NICE quarterly in arrears according to the schedule below.

Live service payment schedule						
Amount of Funding	Financial Year	Contract Year	Contract Month		Date of Invoice Submission	
TOTAL (ex VAT)						
	2023/24	Year 1	Apr 2023	Month 1		
	2023/24	Year 1	May 2023	Month 2		
	2023/24	Year 1	Jun 2023	Month 3		
	2023/24	Year 1	Jul 2023	Month 4		
	2023/24	Year 1	Aug 2023	Month 5		
	2023/24	Year 1	Sep 2023	Month 6		
	2023/24	Year 1	Oct 2023	Month 7		
	2023/24	Year 1	Nov 2023	Month 8		
	2023/24	Year 1	Dec 2023	Month 9		
	2023/24	Year 1	Jan 2024	Month 10		
	2023/24	Year 1	Feb 2024	Month 11		
	2023/24	Year 1	Mar 2024	Month 12		
	2024/25	Year 2	Apr 2024	Month 13		
	2024/25	Year 2	May 2024	Month 14		
	2024/25	Year 2	Jun 2024	Month 15		
	2024/25	Year 2	Jul 2024	Month 16		
	2024/25	Year 2	Aug 2024	Month 17		
	2024/25	Year 2	Sep 2024	Month 18		
	2024/25	Year 2	Oct 2024	Month 19		
	2024/25	Year 2	Nov 2024	Month 20		
	2024/25	Year 2	Dec 2024	Month 21		
	2024/25	Year 2	Jan 2025	Month 22		
	2024/25	Year 2	Feb 2025	Month 23		
	2024/25	Year 2	Mar 2025	Month 24		
	2025/26	Year 3	Apr 2025	Month 25		
	2025/26	Year 3	May 2025	Month 26		
	2025/26	Year 3	Jun 2025	Month 27		
	2025/26	Year 3	Jul 2025	Month 28		
	2025/26	Year 3	Aug 2025	Month 29		
	2025/26	Year 3	Sep 2025	Month 30		
	2025/26	Year 3	Oct 2025	Month 31		
	2025/26	Year 3	Nov 2025	Month 32		
	2025/26	Year 3	Dec 2025	Month 33		
	2025/26	Year 3	Jan 2026	Month 34		
	2025/26	Year 3	Feb 2026	Month 35		
	2025/26	Year 3	Mar 2026	Month 36		

Live service payment schedule					
Amount of Funding	Financial Year	Contract Year	Contract Month		Date of Invoice Submission
£1,320,000.00	GRAND TOTAL (ex VAT)				

ANNEX 4

Milestones

The following project plan and milestone dates below covering the initial project set up, implementation and technical design.

Milestone	Date
Project Plan	Contract award date + 3 weeks
<ul style="list-style-type: none"> Project Plan accepted by NICE 	Contract award date + 3 weeks
<ul style="list-style-type: none"> Management team established 	Already established
<ul style="list-style-type: none"> Full staff complement established 	Already established
<ul style="list-style-type: none"> Editorial and governance processes established 	Already established
<ul style="list-style-type: none"> Content details and availability established 	Contract award date
<ul style="list-style-type: none"> Date of data feed agreed 	Contract award date + 3 weeks
<ul style="list-style-type: none"> Proportion of NICE accredited content and by when 	100% at contract start date
<ul style="list-style-type: none"> Overall timelines agreed 	Contract award date + 3 weeks
<ul style="list-style-type: none"> Gap analysis complete and new topic objectives and priorities discussed with NICE 	Contract award date + 3 weeks
<ul style="list-style-type: none"> Implementation plan agreed 	Contract award date + 3 weeks
<ul style="list-style-type: none"> Communication plan agreed 	Contract award date + 3 weeks
<ul style="list-style-type: none"> Schedule for update/review of topics agreed 	Contract award date
<ul style="list-style-type: none"> Timetable of new topic development 	Contract award date + 3 weeks
Implementation Plans	Contract award date + 3 weeks
<ul style="list-style-type: none"> Implementation plan agreed 	Contract award date + 3 weeks
<ul style="list-style-type: none"> Service KPIs agreed 	Contract award date + 3 weeks
<ul style="list-style-type: none"> Acceptance criteria for all products and services agreed 	Contract award date + 3 weeks
<ul style="list-style-type: none"> SOP for the delivery of content and metadata and quality assurance processes agreed 	Contract award date + 3 weeks
<ul style="list-style-type: none"> Service management arrangements established 	Contract award date
Technical design complete and agreed with NICE	Contract award date

<ul style="list-style-type: none"> Content data format (and metadata) agreed and accepted by NICE 	Contract award date + 3 weeks	
<ul style="list-style-type: none"> Topic schema and examples sent to NICE 	Contract award date	
<ul style="list-style-type: none"> Content feed available to NICE 	Contract award date	
<ul style="list-style-type: none"> Via a RESTful API 	Contract award date	

ANNEX 4a

Acceptance Criteria

The acceptance criteria shall only apply where NICE and the Contractor agree to any significant service changes throughout the contract term.

ANNEX 5

Sub-contractors

None

ANNEX 6

Contractors and Third-Party Hardware and Software



ANNEX 7

Variation to Agreement

Annex 7 to Agreement between the Contracting Authority (NICE) and the Contractor of Access and Identity Management Service on the xx Day of xx 20xx ("the Agreement").

For the purposes of this Variation to Contract:

NICE's Commissioning Manager	means the individual from time to time appointed by the NICE and notified to the Contractor in writing responsible for the co-ordination of the development specified below;
------------------------------	--

This Variation Agreement pertains to the Access and Identity Management Service (the "Services and Supply") to be undertaken by the Contractor and is agreed by the Contractor and NICE as a current addition to Annex 1 of the Agreement (The Services Specification).

The Development Services and Supply will:

- be developed by the Contractor in compliance with the specifications contained in this Variation, and
- be developed and delivered in accordance with the terms and conditions of the Agreement.

This Development Services and Supply consists of:

- xx

To be completed

- xx

Milestones

Due Date	Milestone

The Milestones for deliverables which are required by the NICE are detailed in this Variation.

The Contractor shall be deemed to have completed a Milestone by the Due Date notwithstanding any delay beyond the Due Date if such delay would not have occurred but for any act or omission of the NICE, anything done or omitted to be done on the NICE's instructions or any other act or omission of a third party which was beyond the reasonable

control of the Contractor (for the avoidance of doubt such third parties do not include the Contractor's sub-Contractors,).

The Scope and this Variation may only be varied with the prior written agreement of the NICE, such agreement (if given) not to be unreasonably delayed.

Terms defined in the Agreement shall bear the same meanings in this Variation of Contract, unless otherwise stated, or the context otherwise requires.

_____ Signature on behalf of the Contractor Name	_____ Signature on behalf of the NICE Name
 Title	 Title
 Date	 Date

ANNEX 8

Financial Difficulties

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings:

"Credit Rating Threshold"

1 the minimum credit rating level for the Monitored Company as set out in Annex 10 and

"Financial Distress Event"

2 the occurrence or one or more of the following events:

- a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold;
- b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;
- c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party;
- d) Monitored Company committing a material breach of covenant to its lenders;
- e) a Key Subcontractor (where applicable) notifying the Contracting Authority that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or
- f) any of the following:
 - i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract;
 - ii) non-payment by the Monitored Company of any financial indebtedness;
 - iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or
 - iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company

3 in each case which the Contracting Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance of any Contract and

	delivery of the Deliverables in accordance with any Contract;
"Financial Distress Service Continuity Plan"	4 a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Call-Off] Contract in the event that a Financial Distress Event occurs;
"Monitored Company"	5 Supplier
"Rating Agencies"	6 the rating agencies listed in Annex 9.

2. When this Schedule applies

2.1 The Parties shall comply with the provisions of this Schedule in relation to the assessment of the financial standing of the Monitored Companies and the consequences of a change to that financial standing.

2.2 The terms of this Schedule shall survive:

2.2.1 under the Contract until the later of (a) the termination or expiry of the Contract or (b) the latest date of termination or expiry of any call-off contract entered into under the Contract (which might be after the date of termination or expiry of the Contract); and

2.2.2 under the Contract until the termination or expiry of the Contract.

3. What happens when your credit rating changes

3.1 The Supplier warrants and represents to the Contracting Authority that as at the Start Date the long term credit ratings issued for the Monitored Companies by each of the Rating Agencies are as set out in Annex 2.

3.2 The Supplier shall promptly (and in any event within five (5) Working Days) notify the Contracting Authority in writing if it becomes aware of any material downgrade in the credit rating issued by any Rating Agency for a Monitored Company.

3.3 If the Supplier becomes aware of any material downgrade credit rating issued by any Rating Agency for the Monitored Company the Supplier shall use all reasonable endeavours to ensure that the Monitored Company's auditors thereafter provide the Contracting Authority within 10 Working Days of the end of each Contract Year and within 30 Working Days of written request by the Contracting Authority (such requests not to exceed 1 in any Contract Year) with written calculations of the quick ratio for the Monitored Company as at the end of each Contract Year or such other date as may be requested by the Contracting Authority. For these purposes the "quick ratio" on any date means:

$$\frac{A + B + C}{D}$$

where:

- | | |
|---|--|
| A | is the value at the relevant date of all cash in hand and at the bank of the Monitored Company; |
| B | is the value of all marketable securities held by the Supplier the Monitored Company determined using closing prices on the Working Day preceding the relevant date; |

- C is the value at the relevant date of all account receivables of the Monitored]; and
- D is the value at the relevant date of the current liabilities of the Monitored Company].

3.4 The Supplier shall:

- 3.4.1 On written request of the Contracting Authority, monitor the credit ratings of each Monitored Company with the Rating Agencies; and
- 3.4.2 promptly notify (or shall procure that its auditors promptly notify) the Contracting Authority in writing following the occurrence of a Financial Distress Event or any fact, circumstance or matter which could cause a Financial Distress Event and in any event, ensure that such notification is made within 10 Working Days of the date on which the Supplier first becomes aware of the Financial Distress Event or the fact, circumstance or matter which could cause a Financial Distress Event.

3.5 For the purposes of determining whether a Financial Distress Event has occurred the credit rating of the Monitored Company shall be deemed to have dropped below the applicable Credit Rating Threshold if any of the Rating Agencies have rated the Monitored Company at or below the applicable Credit Rating Threshold.

4. What happens if there is a financial distress event

4.1 In the event of a Financial Distress Event then, immediately upon notification of the Financial Distress Event (or if the Contracting Authority becomes aware of the Financial Distress Event without notification and brings the event to the attention of the Supplier), the Supplier shall have the obligations and the Contracting Authority shall have the rights and remedies as set out in Paragraphs 4.3 to 4.6.

4.2 In the event that a Financial Distress Event arises due to a Key Subcontractor notifying the Contracting Authority that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute then, the Contracting Authority shall not exercise any of its rights or remedies under Paragraph 4.3 without first giving the Supplier ten (10) Working Days to:

- 4.2.1 rectify such late or non-payment; or
- 4.2.2 demonstrate to the Contracting Authority's reasonable satisfaction that there is a valid reason for late or non-payment.

4.3 The Supplier shall and shall procure that the other Monitored Companies shall:

- 4.3.1 at the request of the Contracting Authority meet the Contracting Authority as soon as reasonably practicable (and in any event within three (3) Working Days of the initial notification (or awareness) of the Financial Distress Event) to review the effect of the Financial Distress Event on the continued performance of each Contract and delivery of the Deliverables in accordance each Contract; and
- 4.3.2 where the Contracting Authority reasonably believes (taking into account the discussions and any representations made under Paragraph 4.3.1) that the Financial Distress Event could impact on the continued performance of each Contract and delivery of the Deliverables in accordance with each Contract:
 - (a) submit to the Contracting Authority for its Approval, a draft Financial Distress Service Continuity Plan as soon as

reasonably practicable (and in any event, within ten (10) Working Days of the initial notification (or awareness) of the Financial Distress Event); and

- (b) provide such financial information relating to the Monitored Company as the Contracting Authority may reasonably require.

4.4 If the Contracting Authority does not (acting reasonably) approve the draft Financial Distress Service Continuity Plan, it shall inform the Supplier of its reasons and the Supplier shall take those reasons into account in the preparation of a further draft Financial Distress Service Continuity Plan, which shall be resubmitted to the Contracting Authority within five (5) Working Days of the rejection of the first or subsequent (as the case may be) drafts. This process shall be repeated until the Financial Distress Service Continuity Plan is Approved by the Contracting Authority or referred to the Dispute Resolution Procedure.

4.5 If the Contracting Authority considers that the draft Financial Distress Service Continuity Plan is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant Financial Distress Event, then it may either agree a further time period for the development and agreement of the Financial Distress Service Continuity Plan or escalate any issues with the draft Financial Distress Service Continuity Plan using the Dispute Resolution Procedure.

4.6 Following Approval of the Financial Distress Service Continuity Plan by the Contracting Authority, the Supplier shall:

- 4.6.1 on a regular basis (which shall not be less than Monthly), review the Financial Distress Service Continuity Plan and assess whether it remains adequate and up to date to ensure the continued performance each Contract and delivery of the Deliverables in accordance with each Contract;
- 4.6.2 where the Financial Distress Service Continuity Plan is not adequate or up to date in accordance with Paragraph 4.6.1, submit an updated Financial Distress Service Continuity Plan to the Contracting Authority for its Approval, and the provisions of Paragraphs 4.5 and 4.6 shall apply to the review and Approval process for the updated Financial Distress Service Continuity Plan; and
- 4.6.3 comply with the Financial Distress Service Continuity Plan (including any updated Financial Distress Service Continuity Plan).

4.7 Where the Supplier reasonably believes that the relevant Financial Distress Event (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the Contracting Authority and subject to the agreement of the Parties, the Supplier may be relieved of its obligations under Paragraph 4.6.

5. When the Contracting Authority or the Buyer can terminate for financial distress

5.1 To the extent permitted by law, the Contracting Authority shall be entitled to terminate this Contract and Buyers shall be entitled to terminate their Contracts for material Default if:

- 5.1.1 the Supplier fails to notify the Contracting Authority of a Financial Distress Event in accordance with Paragraph 3.4;
- 5.1.2 the Contracting Authority and the Supplier fail to agree a Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraphs 4.3 to 4.5; and/or

- 5.1.3 the Supplier fails to comply with the terms of the Financial Distress Service Continuity Plan (or any updated Financial Distress Service Continuity Plan) in accordance with Paragraph 4.6.3.

6. What happens If your credit rating is still good

6.1 Without prejudice to the Supplier's obligations and the Contracting Authority' and the Buyer's rights and remedies under Paragraph 5, if, following the occurrence of a Financial Distress Event, the Rating Agencies review and report subsequently that the credit ratings do not drop below the relevant Credit Rating Threshold, then:

- 6.1.1 the Supplier shall be relieved automatically of its obligations under Paragraphs 4.3 to 4.6; and
- 6.1.2 the Contracting Authority shall not be entitled to require the Supplier to provide financial information in accordance with Paragraph 4.3.2(b).

ANNEX 9

Rating Agencies

Dun & Bradstreet

ANNEX 10

Credit Ratings and Credit Ratings Thresholds

Part 1: Current Rating

Entity	Credit rating (long term)
Supplier	<div>████████████████████</div> <div>████████████████████</div>

ANNEX 11

Topic List

New 2022/23 topics

Topics
Achilles tendinopathy
Acne vulgaris
Acute childhood Limp
Acute kidney Injury
Addison's disease
Adverse drug reactions
Alcohol - problem drinking
Allergic rhinitis
Alopecia areata
Amenorrhoea
Anaemia - B12 and folate deficiency
Anaemia - iron deficiency
Anal fissure
Analgesia - mild-to-moderate pain
Angina
Angio-oedema and anaphylaxis
Ankylosing spondylitis
Antenatal care - uncomplicated pregnancy
Anticoagulation - oral
Antiplatelet treatment
Aphthous ulcer
Appendicitis
Asthma
Atrial fibrillation
Attention deficit hyperactivity disorder
Autism in adults
Autism in children
Back pain - low (without radiculopathy)
Bacterial vaginosis
Baker's cyst
Balanitis
Bedwetting (enuresis)
Bell's palsy
Benign paroxysmal positional vertigo
Benzodiazepine and z-drug withdrawal
Bipolar disorder

Topics
Bites - human and animal
Blackouts
Blepharitis
Boils, carbuncles, and staphylococcal carriage
Bone and soft tissue sarcoma - recognition and referral
Bowel screening
Brain and central nervous system cancers - recognition and referral
Breast cancer - managing FH
Breast cancer - recognition and referral
Breast pain - cyclical
Breast screening
Breastfeeding problems
Breathlessness
Bronchiectasis
Bruising
Bunions
Burns and scalds
Candida - female genital
Candida - oral
Candida - skin
Carbon monoxide poisoning
Cardiac arrest - out of hospital care
Carpal tunnel syndrome
Cataracts
Cellulitis - acute
Cerebral palsy
Cervical cancer and HPV
Cervical screening
Chest infections - adult
Chest pain
Chickenpox
Chilblains
Child maltreatment - recognition and management
Childhood cancers - recognition and referral
Chlamydia - uncomplicated genital
Cholecystitis - acute
Cholesteatoma
Chronic kidney disease
Chronic obstructive pulmonary disease
Chronic pain management
Cirrhosis
Coeliac disease
Colic - infantile
Common cold
Compression stockings
Conduct disorders in children and young people
Conjunctivitis - allergic
Conjunctivitis - infective

Topics
Constipation
Constipation in children
Contraception - assessment
Contraception - barrier methods and spermicides
Contraception - combined hormonal methods
Contraception - emergency
Contraception - IUS/IUD
Contraception - natural family planning
Contraception - progestogen-only methods
Contraception - sterilization
Corneal superficial injury
Corticosteroids - inhaled
Corticosteroids - oral
Corticosteroids - topical (skin), nose, and eyes
Cough
Cough - acute with chest signs in children
COVID-19
Cows' milk protein allergy in children
Crohn's disease
Croup
CVD risk assessment and management
Deep vein thrombosis
Delirium
Dementia
Dental abscess
Depression
Depression - antenatal and postnatal
Depression in children
Dermatitis - contact
Developmental rheumatology in children
Diabetes - type 1
Diabetes - type 2
Diarrhoea - adult's assessment
Diarrhoea - antibiotic associated
Diarrhoea - prevention and advice for travellers
Diverticular disease
DMARDs
Domestic violence and abuse
Dry eye syndrome
Dupuytren's disease
DVT prevention for travellers
Dysmenorrhoea
Dyspepsia - pregnancy-associated
Dyspepsia - proven functional
Dyspepsia - proven GORD
Dyspepsia - proven peptic ulcer
Dyspepsia - unidentified cause
Earwax

Topics
Eating disorders
Ectopic pregnancy
Eczema - atopic
End of life care in children
Endometriosis
Epilepsy
Epistaxis (nosebleeds)
Erectile dysfunction
Faecal incontinence in adults - management
Falls - risk assessment
Faltering growth
Febrile seizure
Female pattern hair loss (female androgenetic alopecia)
Feverish children - management
Feverish children - risk assessment
Fibroids
Food allergy
Fungal nail infection
Fungal skin infection - body and groin
Fungal skin infection - foot
Fungal skin infection - scalp
Gallstones
Gastroenteritis
Gastrointestinal tract (lower) cancers - recognition and referral
Gastrointestinal tract (upper) cancers - recognition and referral
Generalized anxiety disorder
Giant cell arteritis
Gilbert's syndrome
Gingivitis and periodontitis
Glandular fever (infectious mononucleosis)
Glaucoma
Gonorrhoea
GORD in children
Gout
Greater trochanteric pain syndrome (trochanteric bursitis)
Gynaecological cancers - recognition and referral
Haematological cancers - recognition and referral
Haemospermia
Haemorrhoids
Halitosis
Hand foot and mouth disease
Head and neck cancers - recognition and referral
Head injury
Head lice
Headache - assessment
Headache - cluster
Headache - medication overuse
Headache - tension-type

Topics
Healthcare-associated infections
Hearing loss in adults
Heart failure - chronic
Hepatitis A
Hepatitis B
Hepatitis C
Herpes simplex - genital
Herpes simplex - ocular
Herpes simplex - oral
Hiccups
Hirsutism
HIV infection and AIDS
Hypercalcaemia
Hypercholesterolaemia - familial
Hyperhidrosis
Hypertension
Hypertension in pregnancy
Hyperthyroidism
Hyponatraemia
Hypothyroidism
Immunizations - childhood
Immunizations - pneumococcal
Immunizations - seasonal influenza
Immunizations - travel
Impetigo
Incontinence - urinary, in women
Infertility
Influenza - seasonal
Insect bites and stings
Insomnia
Insulin therapy in type 1 diabetes
Insulin therapy in type 2 diabetes
Irritable bowel syndrome
Itch - widespread
Itch in pregnancy
Jaundice in adults
Jaundice in the newborn
Knee pain - assessment
Lacerations
Learning disabilities
Leg cramps
Leg ulcer - venous
Lipid modification - cvd prevention
Lung and pleural cancers - recognition and referral
LUTS in men
Lyme disease
Macular degeneration - age-related
Malaria

Topics
Malaria prophylaxis
Male pattern hair loss (male androgenetic alopecia)
Mastitis and breast abscess
Measles
Meibomian cyst (chalazion)
Melanoma and pigmented lesions
Meniere's disease
Meningitis - bacterial meningitis and meningococcal disease
Menopause
Menorrhagia
Mental health in students
MI - secondary prevention
Migraine
Miscarriage
Molluscum contagiosum
Morton's neuroma
MRSA in primary care
Multimorbidity
Multiple myeloma
Multiple sclerosis
Mumps
Nappy rash
Nausea/vomiting in pregnancy
Neck lump
Neck pain - acute torticollis
Neck pain - cervical radiculopathy
Neck pain - non-specific
Neck pain - whiplash injury
Neuropathic pain - drug treatment
Neutropenic sepsis
Non-alcoholic fatty liver disease (NAFLD)
NSAIDs - prescribing issues
Obesity
Obsessive-compulsive disorder
Obstructive sleep apnoea syndrome
Olecranon bursitis
Opioid dependence
Osgood-Schlatter disease
Osteoarthritis
Osteoporosis - prevention of fragility fractures
Otitis externa
Otitis media - acute
Otitis media - chronic suppurative
Otitis media with effusion
Ovarian cancer
Palliative cancer care - pain
Palliative care - constipation
Palliative care - cough

Topics
Palliative care - dyspnoea
Palliative care - general issues
Palliative care - malignant ulcer
Palliative care - nausea & vomiting
Palliative care - oral
Palliative care - secretions
Palpitations
Pancreatitis - acute
Pancreatitis - chronic
Parkinson's disease
Paronychia - acute
Parvovirus B19 infection
Pelvic inflammatory disease
Peripheral arterial disease
Pilonidal sinus disease
Pityriasis rosea
Pityriasis versicolor
Plantar fasciitis
Platelets - abnormal counts and cancer
Poisoning or overdose
Polycystic ovary syndrome
Polycythaemia/erythrocytosis
Polymyalgia rheumatica
Post-herpetic neuralgia
Postnatal care
Post-traumatic stress disorder
Pre-conception - advice and management
Premenstrual syndrome
Pre-patellar bursitis
Prostate cancer
Prostatitis - acute
Prostatitis - chronic
Pruritus ani
Pruritus vulvae
Psoriasis
Psychosis and schizophrenia
Pubic lice
Pulmonary embolism
Pyelonephritis - acute
Raynaud's phenomenon
Red eye
Rehabilitation after traumatic injury
Renal or ureteric colic - acute
Restless legs syndrome
Retinal detachment
Rheumatoid arthritis
Rosacea
Roundworm

Topics
Rubella
Safeguarding adults in care homes
Scabies
Scarlet fever
Sciatica (lumbar radiculopathy)
Scrotal pain and swelling
Seborrhoeic dermatitis
Self-Harm
Sepsis
Shingles
Shoulder pain
Sickle cell disease
Sinusitis
Skin cancers - recognition and referral
Sleep disorders - shift work and jet lag
Smoking cessation
Sore throat - acute
Sprains and strains
Squint in children
Stroke and TIA
Styes (hordeola)
Support for adult carers
Syphilis
Tamoxifen - managing adverse effects
Teething
Temporomandibular disorders (TMDs)
Tennis elbow
Threadworm
Thrombophlebitis - superficial
Tinnitus
Tiredness/fatigue in adults
Trichomoniasis
Trigeminal neuralgia
Tuberculosis
Ulcerative colitis
Undescended Testes
Urethritis - male
Urinary tract infection - children
Urinary tract infection (lower) - men
Urinary tract infection (lower) - women
Urological cancer - recognition and referral
Urticaria
Uveitis
Vaginal discharge
Varicocele
Varicose veins
Venous eczema and lipodermatosclerosis
Vertigo

Topics
Vestibular neuronitis
Vitamin D deficiency in adults - treatment and prevention
Vitamin D deficiency In children
Vitiligo
Warts - anogenital
Warts and verrucae
Whitlow (staphylococcal and herpetic)
Whooping cough

ANNEX 12

Guidance Development Process



Agilio CKS Process
Manual. version3-3 (2



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Document processed

Party + Fingerprint

Audit history log

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