

# NATIONAL INSTITUTE FOR HEALTH AND CARE EXCELENCE

## AGREEMENT FOR NICE National Collaborating Centre for Indicator Development

### 1. BASIC DETAILS

1.	NAME AND ADDRESS OF CONTRACTOR (including Company Registration Number if relevant)	North East Quality Observatory (NEQOS) hosted by: Cumbria, Northumberland, Tyne and Wear NHS Trust St Nicholas Hospital Jubilee Road Gosforth Newcastle upon Tyne NE3 3XT						
2.	DESCRIPTION OF CONTRACTOR	Provider of specialist healthcare quality measurement services						
3.	DESCRIPTION OF PROJECT SERVICES	NICE National Collaborating Centre for Indicator Development						
4.	NICE BUDGET HOLDER	[REDACTED] Director, Centre for Guidelines						
5.	NICE PROJECT MANAGER	[REDACTED], Associate Director						
6.	NOMINATED MANAGER OF CONTRACTOR	[REDACTED], Senior Responsible Officer and Lead Epidemiologist, NEQOS						
7.	CONTRACTOR AUTHORISED SIGNATORY	[REDACTED], Executive Director of Commissioning and Quality Assurance, CNTW NHS FT						
8.	DATE AGREEMENT SIGNED	<table><tr><td>[REDACTED]</td><td>[REDACTED]</td><td>2022</td></tr><tr><td>D</td><td>M</td><td>Y</td></tr></table>	[REDACTED]	[REDACTED]	2022	D	M	Y
[REDACTED]	[REDACTED]	2022						
D	M	Y						

9.	DATE AGREEMENT COMES INTO EFFECT (IF DIFFERENT FROM ABOVE)	<div><div></div></div> D	<div><div></div></div> M	2022  Y
10.	DATE AGREEMENT ENDS (IF FIXED DATE)	30 D	06 M	2025 Y
1.11.	CONTRACT NUMBER	<div><div></div></div>		
1.12	PROJECT NUMBER	<div><div></div></div>		

IT IS AGREED AS FOLLOWS

## 2. DEFINITIONS

<b>"Agreement"</b>	this Agreement and any Annexes attached to it.
<b>"Controller"</b>	means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the controller or the specific criteria for its nomination may be provided for by Union or Member State law
<b>"Data Subject Access Request"</b>	Means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
<b>"Data Protection Impact Assessment"</b>	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
<b>"Data Protection Legislation"</b>	means (i) the UK 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;
<b>"Data Subject, Data Protection Officer"</b>	the meaning given in the UK GDPR, DAP 2018

<b>“Data Loss Event”</b>	Means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
<b>“DPA 2018”</b>	means Data Protection Act 2018
<b>“UK GDPR”</b>	means the General Data Protection Regulation (Regulation (EU) 2016/679)
<b>"NICE"</b>	The National Institute for Health and Care Excellence, Level 1A, City Tower, Piccadilly Plaza, Manchester.  M1 4BT
<b>“Personal Data”</b>	means any information relating to an identified or identifiable natural person (‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person
<b>“Personal Data Breach”</b>	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed
<b>“Processing”</b>	means any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction
<b>“Processor”</b>	means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller

<b>“Protective Measures”</b>	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.
<b>“Sub-processor”</b>	means any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement
<b>"the Contractor"</b>	the person in 1.1 or any partner, employee, agent, sub-contractor or other lawful representative of the person in 1.1.
<b>"the Milestones"</b>	the milestones as set out in Annex 2.
<b>"the Project Services"</b>	the Project Services set out in 1.3 as more fully described in Annex 1.

### 3. AGREEMENT

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

### 4. OBLIGATIONS OF THE CONTRACTOR

- 4.1. The Project Services
  - 4.1.1. The Contractor shall carry out the Project Services in accordance with Annex 1 and to a quality acceptable to NICE.
  - 4.1.2. No material changes to the Project Services shall be permitted without the written consent of NICE Project Manager.
  - 4.1.3. The Contractor shall use its best endeavours to achieve the milestones set out in Annex 2 ("the Milestones").
- 4.2. Sub-Contractors
  - 4.2.1. The Contractor shall agree with NICE the use of any sub-contractor to carry out any part of the Project Services.
  - 4.2.2. The Contractor shall ensure that any sub-contractor it uses adheres to the obligations of this Agreement as if the sub-contractor were the Contractor.
- 4.3. Instructions

- 4.3.1. The Contractor shall comply fully with the instructions of the Project Manager and, if the Contractor is working in NICE, with the office rules of NICE.
- 4.4. Financial Control
  - 4.4.1. The Contractor shall keep accurate books and accounts in respect of the Project Services and, if requested in writing by NICE, shall (at its own expense) have them certified by a professional firm of auditors.
  - 4.4.2. The Contractor shall permit NICE to inspect and take copies (at NICE's expense) of any financial information or records NICE requires which relate to this Agreement.
- 4.5. Communication
  - 4.5.1. The Contractor shall ensure that all communications with NICE concerning the Project Services shall only be between the nominated representatives of both Parties, that is, NICE Project Manager who shall be the Manager nominated by NICE from its own staff or such other person as NICE shall nominate in writing, and the nominated manager of the Contractor.
- 4.6. Laws and Regulation
  - 4.6.1. The Contractor shall adhere to all laws and regulations relating to the provision of the Project Services.
  - 4.6.2. The Contractor shall comply in all material respects with applicable environmental laws and regulations in force from time to time in relation to the Services. Where the provisions of any such legislation are implemented by the use of voluntary agreements or codes of practice, the Contractor shall comply with such agreements or codes of practices as if they were incorporated into English law subject to those voluntary agreements being cited in tender documentation.
  - 4.6.3. While at NICE's Offices, the Contractor shall comply, and shall ensure that its employees comply with, the requirements of relevant Health and Safety and other relevant legislation, including regulations and codes of practice issued thereunder, and with NICE's and any Beneficiary's own policies and procedures.
  - 4.6.4. The Contractor shall at all times maintain a specific Health and Safety at Work policy relating to the employment of his own staff whilst carrying out their duties in relation to the Contract on the NICE's or any Beneficiary's premises. The Contractor shall ensure the co-operation of its employees in all prevention measures designed against fire, or any other hazards, and shall notify NICE of any change in the Contractor's working practices or other occurrences likely to increase such risks or to cause new hazards.
- 4.7. Taxation

- 4.7.1. Where the Contractor or key individuals supplied by the Contractor are liable to be taxed in the UK in respect of consideration received under this contract, the Contractor shall, and ensure that the key individuals shall, at all times comply with the Income Tax (Earnings and Pension) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- 4.7.2. Where the Contractor or key individuals are liable for National Insurance Contributions (NICs) in respect of consideration received under this contract, , the Contractor shall, and ensure that the key individuals shall, at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- 4.7.3. NICE may, at any time during the term of this contract, request the Contractor to provide information which demonstrates:
- a) how the Contractor or the key individuals comply with clauses 4.7.1 and 4.7.2 above; or why
  - b) Clauses 4.7.1 and 4.7.2 are not applicable to the Contractor or the key individuals.
- 4.7.4. Where applicable, a request under clause 4.7.3 above may specify the information which the Contractor or the key individuals must provide and the period within which that information must be provided.
- 4.7.5. NICE may terminate this Contract if:
- a) in the case of a request mentioned in clause 4.7.3 above:-
    - i. The Contractor or the key individuals fails to provide information in response to the request within twenty [20] days, or
    - ii. The Contractor or the key individuals provides information which is inadequate to demonstrate either compliance with clauses 4.7.1 and 4.7.2 above or why these clauses do not apply to either the Contractor or the key individuals;
  - b) in the case of a request mentioned in clause 4.7.4 above the Contractor fails to provide the specified information within twenty [20] days, or
  - c) it receives information which demonstrates that, at any time when clauses 4.7.1 and 4.7.2 apply to the Contractor, the Contractor is not complying with those clauses.
- 4.7.6. NICE may supply any information which it receives under Clause 4.7.3 to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

## **5. OBLIGATIONS OF NICE**

### **5.1. Monitoring**

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

## **6. TERM**

- 6.1. Except for those clauses 10, 12, 13 and 16 which shall continue after this Agreement terminates, this Agreement shall begin on the date set out in clauses 1.8 or 1.9 and end on the date set out in clause 1.10. If there is no date in clause 1.10 then this Agreement shall continue until the Project Services are completed to the satisfaction of NICE or such other time as shall be notified by NICE to the Contractor.
- 6.2. The agreement may be extended by two 12 month periods, by mutual agreement in 2025 and 2026 respectively.

## **7. PAYMENT**

- 7.1. Subject to the due performance of the Contractor's obligations, NICE will pay all invoices submitted by the Contractor in accordance with Annex 4 within 30 days of their receipt.
- 7.2. The Contractor shall send all invoices, clearly quoting the contract number, to NICE, T53 Payables 4545, Phoenix House, Topcliffe Lane, Wakefield WF3 1WE , alternatively the Contractor can register with Tradeshift <http://tradeshift.com/supplier/nhs-sbs> to send invoices electronically and have access to Tradeshift updates of the progress of invoices.
- 7.3. Invoices sent to NICE shall be accurate and correct in all respects.
- 7.4. NICE reserves the unconditional right to withhold payment of the final invoice or invoices until the Project Services are successfully concluded to the satisfaction of NICE and NICE receives a copy of any relevant work created as a result of the Project Services in a form acceptable to the NICE.

## **8. STAFF AND RESOURCES**

- 8.1. The Contractor shall be fully responsible in every way for all its staff and all consultants (whether part-time or full-time).
- 8.2. The Contractor shall ensure that it complies with all current employment legislation and in particular, does not unlawfully discriminate within the meaning of the Equality Act 2010 (as amended) the Part Time Workers (Prevention of Less Favourable Treatment) Regulations 2000, the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, or any other relevant legislation relating to discrimination in the employment of employees for the purpose of providing the Services. The Contractor shall take all reasonable steps (at its own expense) to ensure that any employees employed in the provision of the Services do not unlawfully discriminate within the meaning of this Clause 8.2 and shall impose on any sub-

contractor obligations substantially similar to those imposed on the Contractor by this Clause 8.2; and

- 8.3. in the management of its affairs and the development of its equality and diversity policies, the Contractor shall co-operate with NICE in respect of NICE's obligations to comply with statutory equality duties. The Contractor shall take such steps as NICE considers appropriate to promote equality and diversity, including race equality, equality of opportunity for disabled people, gender equality, and equality relating to religion and belief, sexual orientation and age in the provision of the Services.
- 8.4. The Contractor shall notify NICE immediately of any investigation or proceedings against the Contractor under the Equality Act 2010 and shall cooperate fully and promptly with any requests of the person or body conducting such investigation or proceedings, including allowing access to any documents or data required, attending any meetings and providing any information requested.
- 8.5. The Contractor shall indemnify NICE against all costs, claims, charges, demands, liabilities, damages, losses and expenses incurred or suffered by NICE arising out of or in connection with any investigation conducted or any proceedings brought under the 2010 Act due directly or indirectly to any act or omission by the Contractor, its agents, employees or sub-contractors.
- 8.6. The Contractor shall impose on any sub-contractor obligations substantially similar to those imposed on the Contractor by this Clause 8.
- 8.7. NICE shall have the right to be consulted on what staff will be appointed to provide the Project Services.
- 8.8. The Contractor undertakes to NICE that any person assigned to NICE to supply the Project Services is an employee of the Contractor and that employee(s) shall not be transferred from this assignment without the prior written consent of NICE.

## **9. INSURANCE**

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

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

- 10.1. The Contractor recognises that the Intellectual Property and Copyright in any work which is created as a result of the Project Services by the Contractor or its servants, agents, consultants or independent contractors shall belong to the Secretary of State.
- 10.2. In consideration of NICE paying for the Project Services the Contractor with full title guarantee assigns or agrees to procure the assignment to the Secretary of State of all vested contingent and future Intellectual Property rights and Copyright in any work created as a result of the Project Services to hold to the Secretary of State, NICE and its



successors and assigns absolutely throughout the world for the full period of those rights.

- 10.3. The Contractor warrants to NICE that in relation to any work created by itself, its servants, agents, consultants or independent contractors, as a result of the Project Services, that:-
- 10.3.1. such work is not a violation of any existing copyright anywhere;
  - 10.3.2. such work does not contain anything objectionable, obscene or libellous;
  - 10.3.3. all statements contained in any such work which purport to be facts are true.
- 10.4. If the Contractor incorporates any copyrightable work in any work it produces or has produced on its behalf then it shall ensure that appropriate permissions to use that work are obtained in writing. The NICE Project Manager shall have the right to see such permissions.
- 10.5. The Contractor shall procure that any independent author or part-author of any copyrightable material created as a result of the Project Services, assigns the copyright with full title guarantee to NICE and waives any moral rights under the Copyright, Designs and Patents Acts 1988. Any assignment and/or waiver under this sub-clause shall be on NICE's standard terms set out in Annex 3. The Contractor shall do this as soon as reasonably possible after the creation of any such work.
- 10.6. It is the policy of NICE to associate authors with their works. However, there may be exceptional circumstances where this would be to the detriment of NICE. In an exceptional circumstance NICE, as copyright owner, would reserve the right to disassociate the author from the work.

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

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

## **12. CONFIDENTIALITY**

- 12.1. In respect of any Confidential Information it may receive from the other party ("the Discloser") and subject always to the remainder of this

clause 12, each party ("the Recipient") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:

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

- 12.7. The Contractor agrees that:
- 12.7.1. Without prejudice to the generality of clause 12.2, the provisions of this clause 12 are subject to the respective obligations and commitments of NICE under the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) and the Environmental Information Regulations 2004;
  - 12.7.2. subject to clause 12.7.3, the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for NICE;
  - 12.7.3. where NICE is managing a request as referred to in clause 12.7.2, the Contractor shall co-operate with NICE and shall respond within five (5) working days of any request by it for assistance in determining how to respond to a request for disclosure.
- 12.8. The Contractor shall and shall procure that its sub-contractors shall:
- 12.8.1. transfer any request for information, as defined under section 8 of the FOIA, to NICE as soon as practicable after receipt and in any event within five (5) working days of receiving a request for information;
  - 12.8.2. provide NICE with a copy of all information in its possession or power in the form that NICE requires within five (5) working days (or such other period as NICE or a Beneficiary may specify) of NICE or a Beneficiary requesting that Information; and
  - 12.8.3. provide all necessary assistance as reasonably requested by NICE to enable NICE to respond to a request for information within the time for compliance set out in section 10 of the FOIA.
- 12.9. NICE may consult the Contractor in relation to any request for disclosure of the Contractor's Confidential Information in accordance with all applicable guidance.
- 12.10. This clause 12 shall remain in force without limit in time in respect of Confidential Information which comprises Personal Data or which relates to a patient, his or her treatment and/or medical records. Save as aforesaid and unless otherwise expressly set out in the Contract, this clause 12 shall remain in force for a period of 3 years after the termination or expiry of this Contract.
- 12.11. In the event that the Contractor fails to comply with this clause 12, NICE reserves the right to terminate the Contract by notice in writing with immediate effect.

### **13. Data Protection**

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

- 13.1.1. to maintain technical and organisational security measures sufficient to comply with the obligations imposed on NICE and the Contactor by the Data Protection Legislation.
  - 13.1.2. only to process Personal Data for and on behalf of NICE, in accordance with the instructions of NICE as describe in Annex 5 and for the purpose of performing the Services in accordance with the Contract and to ensure compliance with the Data Protection Legislation.
- 13.2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Contractor is the Controller.
- 13.3. The Contractor shall only process Personal Data as authorised by NICE and described in Annex 5 and shall not process or use the Personal Data for any other purpose. The details in Annex 5 may not be determined by the Contractor.
- 13.4. The Contractor shall notify NICE immediately if it considers that any of NICE instructions infringe the Data Protection Legislation.
- 13.5. The Contractor shall provide all reasonable assistance to NICE in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of NICE, include:
  - 13.5.1. a systematic description of the envisaged processing operations and the purpose of the processing;
  - 13.5.2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - 13.5.3. an assessment of the risks to the rights and freedoms of Data Subjects; and
  - 13.5.4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 13.6. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
  - 13.6.1. process that Personal Data only in accordance with Annex 5, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify NICE before processing the Personal Data unless prohibited by Law;
  - 13.6.2. ensure that it has in place Protective Measures, which have been reviewed and approved by NICE as appropriate to protect against a Data Loss Event having taken account of the:
    - a) nature of the data to be protected;
    - b) harm that might result from a Data Loss Event;
    - c) state of technological development; and
    - d) cost of implementing any measures;
  - 13.6.3. ensure that:

- a) the Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Annex 5);
- b) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and
- c) ensure that they:
  - i. are aware of and comply with the Contractor's duties under this clause;
  - ii. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
  - iii. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by NICE or as otherwise permitted by this Agreement; and
  - iv. have undergone adequate training in the use, care, protection and handling of Personal Data; and
- d) not transfer Personal Data outside of the UK or the EU unless the prior written consent of NICE has been obtained and the following conditions are fulfilled:
  - i. NICE or the Contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46) as determined by the NICE;
  - ii. the Data Subject has enforceable rights and effective legal remedies;
  - iii. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist NICE in meeting its obligations); and
  - iv. the Contractor complies with any reasonable instructions notified to it in advance by NICE with respect to the processing of the Personal Data;
- e) at the written direction of the NICE, delete or return Personal Data (and any copies of it) to NICE on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

- 13.7. Subject to clause 13.8, the Contractor shall notify NICE immediately if it:
- a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - b) receives a request to rectify, block or erase any Personal Data;
  - c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
  - e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- or
- f) becomes aware of a Data Loss Event.
- 13.8. The Contractor's obligation to notify under clause 13.7 shall include the provision of further information to NICE in phases, as details become available.
- 13.9. Taking into account the nature of the processing, the Contractor shall provide NICE with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 13.7 (and insofar as possible within the timescales reasonably required by the NICE) including by promptly providing:
- 13.9.1. NICE with full details and copies of the complaint, communication or request;
  - 13.9.2. such assistance as is reasonably requested by NICE to enable NICE to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - 13.9.3. NICE, at its request, with any Personal Data it holds in relation to a Data Subject;
  - 13.9.4. assistance as requested by NICE following any Data Loss Event;
  - 13.9.5. assistance as requested by NICE with respect to any request from the Information Commissioner's Office, or any consultation by NICE with the Information Commissioner's Office.
- 13.10. The Contractor shall maintain complete and accurate records and information to allow NICE to audit the Contractor's compliance with the requirements of this Clause 13 on reasonable notice and/or to provide NICE with evidence of its compliance with the obligations set out in this Clause 16 and to demonstrate its compliance with this clause.

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

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

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

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

## **15. INDEMNITY**

- 15.1. If the Contractor shall breach this Agreement in any way then it shall fully indemnify NICE from any losses, costs, damages or expenses of any kind, whether direct or indirect, which arise out of or are connected with that breach.

## **16. LIMITATION OF LIABILITY**

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

## **17. TERMINATION**

This Agreement shall terminate in the following circumstances -

- 17.1. Breach
- 17.1.1. In the event that either Party fails to observe or perform any of its obligations under this Agreement in any way then the other Party may end this Agreement on 30 days written notice; but
  - 17.1.2. If the breach complained of by a Party, cannot be remedied to the satisfaction of that Party, then this Agreement shall end immediately on the service of such notice on the other Party;
  - 17.1.3. In every other case if the breach complained of is remedied to the satisfaction of a Party within the notice period this Agreement shall not end;
- 17.2. Repeat of Breach
- 17.2.1. Either Party reserves the right to end this Agreement immediately by written notice if a Party repeats any breach of this Agreement after receiving a written notice from the other Party warning that repetition of the breach shall or may lead to termination (whether or not the repeated breach is remedied within 30 days);
- 17.3. Insolvency
- 17.3.1. This Agreement shall end immediately if the Contractor goes into liquidation or suffers a receiver or administrator to be appointed to it or to any of its assets or makes a



composition with any of its creditors, or is in any other way unable to pay its debts;

17.4. Change of Management Control

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

17.5. Unsatisfactory Evaluation of the Project Services

17.5.1. In the event that the outcome of any evaluation of the Project Services carried out by NICE under this Agreement is unsatisfactory NICE may terminate this Agreement on 30 days' written notice.

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

## **18. Transfer of Undertakings (Protection of Employment) TUPE**

18.1. 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.

18.1.1. Subject to clause 18.1.2, 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. 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.

18.1.2. 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).

## **19. MISCELLANEOUS**

It is further agreed between the Parties:

19.1. Waiver

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

19.2. Whole Agreement

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

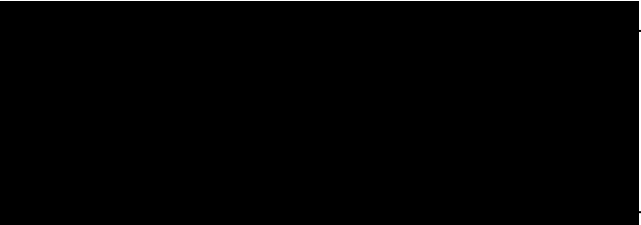
19.3. Variation

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


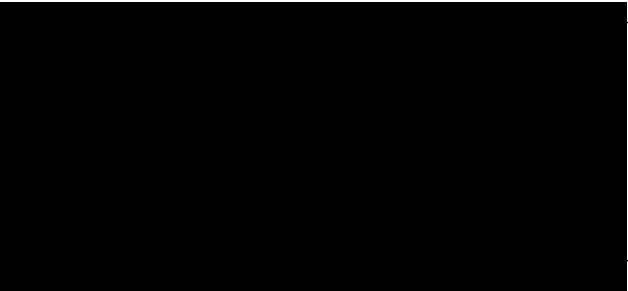
19.4. Governing Law

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

**Signed for and on behalf  
of NICE**

	<b>Signature</b>	<b>Name and title</b>	<b>Date</b>
<b>Procurement</b>			04 May 2022
<b>Contract Manager</b>			22 Apr 2022
<b>Budget Holder</b>			22 Apr 2022

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

	<b>Signature</b>	<b>Name and title</b>	<b>Date</b>
<b>Project Supervisor</b>			04 May 2022
<b>Authorised Signatory:</b>			04 May 2022

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

## **ANNEX 1**

### **The Project Services**

#### **Purpose of the contract**

1. The purpose of the contract is to support NICE in the development of quality indicators.

#### **NICE indicators**

2. NICE manages an independent and transparent process for developing and maintaining indicators. NICE also assures externally developed indicators.
3. The indicators developed or assured by NICE are added to an [indicator menu \(https://www.nice.org.uk/Standards-and-Indicators/index\)](https://www.nice.org.uk/Standards-and-Indicators/index). Indicators may be included in national frameworks, e.g., QOF, CCG Outcome Indicator Set (CCG OIS), NHS System Oversight (CCG SOF) or can also be used by any organisation for use in local or national quality improvement schemes.
4. Indicators developed or assured by NICE support quality improvement in population health delivering through:
  - general practice
  - primary care networks (PCNs)
  - wider primary care (for example, community pharmacists)
  - hospitals
  - integrated care systems (ICSs)
  - social care organisations.

#### **Focus of future indicator work**

5. Whilst NICE's work to date has focused on indicators that operate at general practice level (predominantly indicators suitable for use in the QOF) and CCG indicators for inclusion in national frameworks, our scope will now extend to development of indicators at a system level to support the newer organisational structures in the NHS including integrated care systems and primary care networks. This is described in more detail in 37.7 and will be subject to annual review.
6. NICE continues to look for innovative ways to maintain robust and rigorous processes whilst being responsive and flexible. The cycle of development needs to be flexible to react to emerging priorities identified as the challenges facing the health and social care system change. NICE is also changing how it delivers guidance moving towards living guidelines for learning health and care

systems with indicators being fundamental to measurement of outcomes and enabling feedback to NICE which will help influence guidance updates.

The appointed contractor will work with NICE to deliver this requirement. This will be discussed in the annual review of the contract.

### **Indicator development process**

7. The indicators are underpinned by a robust evidence base and have been through a rigorous process, which includes:
  - Development by an independent expert committee (including GPs, hospital consultants, public health and social care practitioners, NHS commissioners and lay members.).
  - Testing (which may include piloting).
  - Public consultation.
8. The process used by NICE to develop indicators is described in the [indicator process guide](#).

### **Key phases of indicator development**

9. Indicator development will reflect priorities agreed with NHS England (incorporating Public Health), the Department of Health and Social Care (incorporating the Office for Health Improvement and Disparities).
10. Indicators may also be developed or assured for organisations that commission NICE to undertake specific pieces of indicator related work.
11. Some aspects of this process are led by NICE, other parts are led by the collaborating centre:
  - 11.1. Exploration of a topic with relevant experts to consider areas suitable for potential indicator development (led by NICE, supported by NCCID).
  - 11.2. Testing the validity of indicators including assessing whether they would work in general practice or wider health system, as described in the NICE indicator process guide, appendix B (led by the collaborating centre).
  - 11.3. Carrying out a public consultation on the draft indicators (led by NICE, supported by NCCID).
  - 11.4. Reviewing the outcome from testing and public consultation prior to the inclusion of indicators on the NICE menu (led by NICE, supported by NCCID).

12. The phases identified above are supported by an independent [advisory committee](#) with expertise in health, public health, social care and the development of indicators / measures to support quality improvement.
13. Where an indicator is developed for use at general practice level, but not within QOF, the process used may be different. The NCCID will be expected to use streamlined processes where an indicator is not intended to be used in a national pay for performance scheme.
14. The NCCID may also be asked to support NICE in assurance of externally developed indicators. The process to be followed will be agreed between NICE and the NCCID on a case-by-case basis but will include completion of validity assessments for the indicators as described in the indicator development process guide.

### **Overall approach to delivery of the contract**

15. The NCCID will work with NICE to deliver a flexible and responsive service where timelines and requirements may vary from the standard cycle of development. The NCCID undertakes to take reasonable steps to manage resources flexibly to respond to changing requirements which may be at short notice. Changes will be discussed and agreed with the NCCID in advance with as much notice as possible.
16. The NCCID's approach will be led by specialist epidemiologists who are highly experienced in working with clinicians on quality measurement, as well as experienced with clinical coding (SNOMED as well as ICD10) and business rule development. They will be supported by analysts who are experienced with primary care data, knowledgeable about business rule development and also expert in analysing the main secondary healthcare data sources (including Hospital Episode Statistics data (HES), and national audit and disease registry data) as well as public health data. Where relevant, the contractor will also liaise with public health, social care and other Local Authority data experts to ensure that the widest range of relevant expertise is brought to bear.
17. The team will be led by a named Epidemiologist/Programme Director (and overseen by the Senior Responsible Officer/Lead. The team will be supported with clinical expertise through a dual accredited GP / Consultant in Public Health. The contractor commits to ensuring that the team delivering the service will comprise the required experience at this level.
18. Ultimate oversight for the programme including attendance at IAC will be undertaken by the NEQOS Director.
19. The NCCID undertakes to work with NICE to consider how indicators may form an integral part of the living guidelines development process and other strategic developments in line with the published NICE strategy.

## **Identification and development of draft indicators for topic areas**

20. In 2022 CCGs will be abolished and new organisational structures are being developed across the NHS. NICE and NCCID will explore development of indicators for these new organisations, for example, primary care networks (PCNs) and integrated care systems (ICSs). This may include assessment as to whether indicators previously used in CCG performance frameworks are suitable for use at these levels.
21. NICE will usually advise the NCCID of topics for which indicators are required but the NCCID may be asked to propose suitable areas using their expertise and knowledge of the health and social care system priorities.

## **Testing the validity of indicators for general practice**

22. The NCCID is required to lead on processes to ensure the validity of an indicator for general practice using the criteria in appendix B of the NICE indicator process guide.

This will include:

- 22.1. Investigating the availability of codes required to record and extract data from the GP clinical systems.
  - 22.2. Establishing whether the expected average number of patients in the indicator denominator is sufficient to allow meaningful assessment of variation in practice.
  - 22.3. Undertaking qualitative assessment of the acceptability and practical adoption of the indicator within general practice.
  - 22.4. In some circumstances the development of indicators suitable for financial incentivisation may be subject to live piloting in a representative sample of GP practices across England.
  - 22.5. The NCCID is required to identify a representative sample of general practices who are willing to participate in testing the validity of indicators. The NCCID should engage with practices to ensure advice from general practice is available to support indicator development when required.
  - 22.6. In recent years NICE has worked with NHS Digital to verify that data to support the indicators can be extracted using the General Practice Extraction Service (GPES). NICE is looking at alternative ways of accessing data to demonstrate the validity of an indicator and the NCCID may be asked to work with NICE to consider how this might be achieved, for example, through use of real-world data or access to relevant data sets of general practice data.
23. NCCID undertakes to deliver this service as follows:

- 23.1. Testing will include qualitative and / or qualitative piloting (dependent on the appropriate level of testing for each indicator).
- 23.2. NCCID will co-ordinate and oversee piloting in a representative cohort of c25 general practices. This will include:
  - 23.2.1. Contributing to the development and validity assessment of potential indicators. This will include participating in representative working groups as required.
  - 23.2.2. Liaising with pilot practices including undertaking focus groups with practice staff about the practicalities of delivering the indicators and barriers and any unintended consequences.
  - 23.2.3. Requesting sample searches from practices as part of the pilot.
  - 23.2.4. Where it is possible to obtaining a post-pilot extract of data from NHS Digital, NCCID will analyse and review for inclusion with the pilot findings. Where this is not possible, NCCID will support NICE with accessing other primary care datasets, e.g., CPRD.
  - 23.2.5. Producing reports for the IAC on findings.

### **Testing the validity of indicators for the wider health system**

- 24. NICE and the NCCID need to explore opportunities to support the wider health system through development of indicators suitable for use at levels other than general practice, e.g., primary care networks, integrated care systems and any successor organisations across health and social care.
- 25. The NCCID will be required to undertake identification and development of draft indicators for topic areas as advised by NICE.
- 26. The NCCID is required to lead on processes to ensure the validity of an indicator for use in the wider health system using the criteria in appendix B of the NICE indicator process guide.

This may include and is not limited to:

- 26.1. Construction of indicators.
- 26.2. Undertaking an initial assessment of available data sources for indicators.
- 26.3. Establishing whether the expected average number of patients in the indicator denominator is sufficient to allow meaningful assessment of variation in practice.



- 26.4. Undertaking an assessment of the acceptability and practical adoption of the indicator within the relevant health care setting. Where the setting is general practice, for example, PCN, the NCCID may be asked to test this with a representative group of practices.
- 26.5. Refreshing indicators where necessary following any NHS organisation changes.
- 27. For indicators potentially suitable for use in primary care networks NCCID will use an approach based on that used for piloting in general practice including:
  - 27.1. expansion of focus groups to include a wider group of primary care based practitioners
  - 27.2. testing which will also include quantitative data including analysis of relevant publicly available data
  - 27.3. working with practices to obtain data from clinical systems
  - 27.4. exploring alternative ways of accessing data working with NICE.
- 28. For indicators for the wider health system NCCID's approach will include:
  - 28.1. desktop literature review
  - 28.2. assessment of draft indicators against routinely available data sources
  - 28.3. discussions with relevant clinicians / practitioners to determine the practical implications of implementing the indicators and identifying any unintended consequences of implementation.

### **Supporting measurement of quality improvement**

- 29. The NCCID may also be asked to contribute to NICE's wider programme of quality improvement. This would involve working with NICE to develop measures to support implementation of quality standards or other NICE guidance.

### **Implementation of NICE guidance for general practice**

- 30. The NCCID may also be asked to support NICE to check feasibility and workload implications of implementation of specific guidance or recommended tools in general practice.

### **Assurance of externally developed indicators**

- 31. NICE also has a role in assurance of externally developed indicators including working in partnership with NHS England to assure indicators from the national library of quality indicators.
- 32. The NCCID may be asked to work with NICE in this area.

This would involve but is not limited to:

- 32.1. Completion of validity assessments as described in the NICE indicator process guide.
- 32.2. Making a recommendation as to the assured status of an indicator based on the validity assessment.
- 32.3. Presenting assessments and recommendations to the indicator advisory committee for ratification.

### **Appointed contractor**

- 33. NCCID will be required to lead on certain aspects of the NICE indicator development process – see annex 1 paragraph 11 with further detail specified in annex 1 paragraphs 23 to 28.
- 34. NCCID may be asked to support NICE on the areas described in annex 1 paragraphs 29 - 32. Inclusion of work in these areas will be subject to discussion and agreement with NCCID taking into consideration the volumes of work being undertaken in respect of paragraphs 15 to 28.
- 35. NCCID will be required to follow the NICE process for indicator development as detailed in the [indicator process guide](https://www.nice.org.uk/media/default/Get-involved/Meetings-In-Public/indicator-advisory-committee/ioc-process-guide.pdf).  
(<https://www.nice.org.uk/media/default/Get-involved/Meetings-In-Public/indicator-advisory-committee/ioc-process-guide.pdf>)
- 36. NCCID may be required to help shape NICE's measurement work across health and social care and support its development within the new NICE strategy.
- 37. The role of NCCID will include responsibilities detailed above with further detail below:
  - 37.1. Suggesting potential new or updated indicators for conditions or populations provided by NICE that have been prioritised by NHS England, the Department of Health and Social Care.
  - 37.2. Developing the technical specification for indicators to include definitions for the numerator and denominator and the relevant data source.
  - 37.3. Undertaking validity assessments for indicators using the NICE agreed criteria as defined in the indicator process guide.
  - 37.4. Providing technical support to NICE, including the drafting of indicators, focused on innovative and emergent topics for indicator development.
  - 37.5. Involvement in the development of business rules for general practice indicators including relevant SNOMED code sets.

- 37.6. Developing and piloting (where appropriate) of up to 15 general practice indicators using a representative sample of general practices across England per year.

This will include:

- 37.6.1. Recruiting practices – NCCID should recruit a representative cohort of practices for testing the validity of indicators in development. This should include a group of practices which NCCID can approach to responsively meet requirements for indicator development that does not fall within the traditional annual cycle.
- 37.6.2. Reviewing any extracted achievement data.
- 37.6.3. Gaining qualitative feedback from practice staff about the logistics involved in delivering the indicators and any unintended consequences.

- 37.7. Develop up to 15 wider health system indicators per year.

This will include:

- 37.7.1. Indicator construction with clear denominator and numerator.
- 37.7.2. Working with colleagues at NHS Digital (or successor organisation) to identify potential data sources for each indicator.
- 37.7.3. Production of technical guidance for new indicators added to the NICE indicator menu.

- 37.8. Work to understand how NICE quality standards are being used.

- 37.9. Present the results of indicator development work including a written report detailing responses to the questions identified in the protocol at the outset of the indicator development and piloting process. Format of the written report to be agreed between NICE and NCCID.

- 37.10. Provide advice and support to NICE and NHS England in any redesign/amendment of indicators post piloting and public consultation.

- 37.11. Attend up to 3 working group meetings per year arranged by NICE or NHS England to explore areas for potential indicator development.

Attend up to 4 formal committee meetings (3 x 1-day and 1 x 2-day meeting) of the Indicator Advisory Committee per year.

- 37.12. All processes and methods used by NCCID will be agreed with NICE. NCCID will be required to incorporate any alterations to the processes and methods requested by NICE.

## **Quality Assurance**

38. The service will be underpinned by accredited project and programme management approaches.
39. NCCID will have extensive quality assurance processes built into its processes with senior level sign off. NCCID maintains an in-house quality assurance checklist and all products will have a completed checklist before sign off. These will be available to NICE on request as part of contract management meetings. Where an area of work is innovative or extends into new areas the contractor will engage peer review.

## **Project governance**

40. To support the indicator development process and management of the role of the NCCID a series of regular meetings will take place.

These will include:

- 40.1. Fortnightly progress meetings to take place using virtual meeting software e.g., Zoom or MS Teams. The administration of these meetings will be undertaken by NICE.
- 40.2. Quarterly contract review meetings. It is expected that most of these meetings will be held using virtual meeting software but may be held face to face in Manchester where required. The administration of these meetings will be undertaken by NICE.
- 40.3. Annual planning session. This meeting will be held with NICE and the chair / vice chair of the indicator advisory committee and offer NCCID an opportunity to contribute to planning of the programme. The meeting may be face to face if appropriate. The administration of these meetings will be undertaken by NICE.
- 40.4. NCCID will be required to circulate quarterly progress updates and finance reports (including spend profile and spend projections) to NICE. The reports will include:
- Progress on delivery against timelines for agreed tasks
  - Team update including staffing changes if applicable
  - Forward look for the next quarter's activity
  - Risks and issues to be discussed with NICE

- Summary of key points from the finance report
- Expenditure against budget with a forecast outturn for the financial year

The full detail required will be amended between NICE and the contractor from time to time.

## ANNEX 2

### The Milestones

Task	Date to be Completed
Annual contract review	April 2023
Delivery of indicator development work for menu update – 2023	June 2023
Annual contract review	April 2024
Delivery of indicator development work for menu update – 2024	June 2024
Annual contract review	April 2025
Delivery of indicator development work for menu update - 2025	June 2025

## ANNEX 3

### Waiver of Moral Rights and Assignment of Copyright

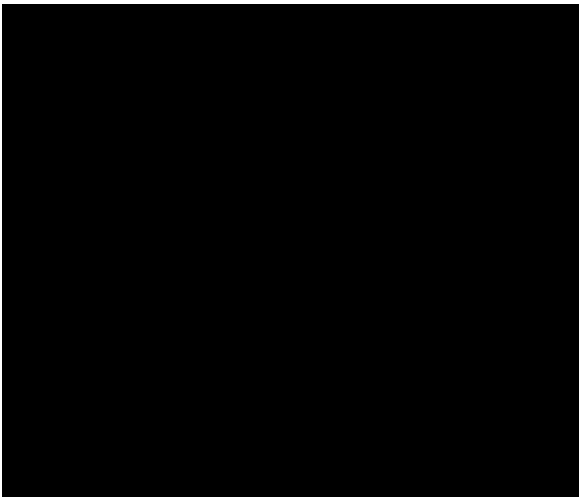
This Deed is made the 22 day of April 2022

#### 1. PARTIES

- 1.1. The National Institute for Health and Care Excellence, Level 1A, City Tower, Piccadilly Plaza, Manchester. M1 4BT ("NICE").
- 1.2. The North East Quality Observatory, hosted by Cumbria, Northumberland, Tyne and Wear NHS Trust, St Nicholas Hospital, Jubilee Road, Gosforth, Newcastle upon Tyne, NE3 3XT ("the Author").

#### 2. WAIVER AND ASSIGNMENT

- 2.1. The Author agrees in relation to any work created by the Author in connection with the Agreement of 1/7/22 ("the Work") and made between NICE and the North East Quality Observatory Service (NEQOS) to waive his/her moral rights under Sections 77 to 89 of the Copyright Designs and Patent Act 1988.
- 2.2. The Author further agrees to assign with full title guarantee the present and future copyright in the Work of which it is the author or part-author to the Secretary of State to hold to the Secretary of State, NICE its successors and assigns absolutely anywhere for the length of the copyright in the Work.
- 2.3. The Author warrants to NICE that in relation to the Work:-
  - 2.3.1. it is not a violation of any existing copyright anywhere;
  - 2.3.2. it does not contain anything objectionable, obscene or libellous;
  - 2.3.3. all statements contained in the Work which purport to be facts are true.

	Signature	Name	Date
SIGNED AND DELIVERED as a Deed by the Author			04 May 2022
Witnessed			04 May 2022
SIGNED AND DELIVERED as a Deed by an authorised signatory of NICE			22 Apr 2022
Witnessed			22 Apr 2022

## ANNEX 4

### Payment

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

Amount of Funding		Financial Year	Date(s) for Submission of Invoice(s)
		2022/23	
Net			
VAT (if applicable)	£ N/A		
<b>TOTAL</b>	£		
		2023/24	
Net			
VAT (if applicable)	£ N/A		
<b>TOTAL</b>	£		
		2024/25	
Net			
VAT (if applicable)	£ N/A		
<b>TOTAL</b>	£		
		2025/26 Q1 only	
Net			
VAT (if applicable)	£ N/A		
<b>TOTAL</b>	£		
<b>TOTAL CONTRACT</b>	£556,509		



## Annex 5

<b>Subject matter of the processing</b>	Contact details of selected NHS surgeries, health care providers and focus groups
<b>Duration of the processing</b>	1/7/22-30/6/25
<b>Purposes of the processing</b>	To test the feasibility of indicators with focus groups, by sending draft indicators and receiving comments and feedback
<b>Nature of the processing</b>	For communication of and feedback for the draft indicators
<b>Type of Personal Data</b>	name, address, telephone number, email addresses
<b>Categories of Data Subject</b>	patients, NHS staff, members of the public etc.
<b>Plan for return and destruction of the data once the processing is complete</b>	Deletion of data at then expiry of the contract.



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

**Document generated** Fri, 22nd Apr 2022 11:26:20 BST

**Document fingerprint** [REDACTED]

### Parties involved with this document

Document processed	Party + Fingerprint
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Fri, 22nd Apr 2022 14:32:09 BST	[REDACTED] - Signer [REDACTED]
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Document emailed to [REDACTED]

Fri, 22nd Apr 2022 14:32:09 BST

Sent the envelope to [REDACTED] for signing. [REDACTED]

Fri, 22nd Apr 2022 14:32:09 BST

[REDACTED] sp signed the envelope. [REDACTED]

Fri, 22nd Apr 2022 14:30:16 BST

[REDACTED] viewed the envelope. [REDACTED]

Fri, 22nd Apr 2022 14:30:07 BST

[REDACTED] opened the document email. [REDACTED]

Fri, 22nd Apr 2022 14:30:07 BST

[REDACTED] opened the document email. [REDACTED]

Fri, 22nd Apr 2022 14:25:42 BST

[REDACTED] opened the document email. [REDACTED]

Fri, 22nd Apr 2022 14:21:50 BST

[REDACTED] viewed the envelope. [REDACTED]

Fri, 22nd Apr 2022 14:21:49 BST

Document emailed to [REDACTED]

Fri, 22nd Apr 2022 14:21:48 BST

Sent the envelope to [REDACTED] for signing.

Fri, 22nd Apr 2022 14:21:48 BST

[REDACTED] signed the envelope. [REDACTED]

Fri, 22nd Apr 2022 14:20:38 BST

[REDACTED] viewed the envelope. [REDACTED]

Fri, 22nd Apr 2022 14:20:33 BST

[REDACTED] opened the document email. [REDACTED]

Fri, 22nd Apr 2022 11:32:28 BST

Document emailed to [REDACTED]

Fri, 22nd Apr 2022 11:32:28 BST

Sent the envelope to [REDACTED] for signing.

Fri, 22nd Apr 2022 11:28:39 BST

[REDACTED] has been assigned to this envelope [REDACTED]

Fri, 22nd Apr 2022 11:28:39 BST

[REDACTED] has been assigned to this envelope ([REDACTED])

Fri, 22nd Apr 2022 11:28:39 BST

[REDACTED] has been assigned to this envelope [REDACTED]

Fri, 22nd Apr 2022 11:28:39 BST

[REDACTED] has been assigned to this envelope [REDACTED]

Fri, 22nd Apr 2022 11:28:39 BST

[REDACTED] has been assigned to this envelope ([REDACTED])

Fri, 22nd Apr 2022 11:28:39 BST

[redacted] has been assigned to this envelope ([redacted])

Fri, 22nd Apr 2022 11:26:43 BST

Document generated with fingerprint [redacted]

[redacted]

Fri, 22nd Apr 2022 11:26:20 BST

Envelope generated by [redacted]