

# NATIONAL INSTITUTE FOR HEALTH AND CARE EXCELENCE CONSULTANCY AGREEMENT FOR TRANSFORMATION COMMUNICATION AND STAKEHOLDER ENGAGEMENT SERVICES

## 1. BASIC DETAILS

1.1. NAME AND ADDRESS OF  
CONTRACTOR (including  
Company Registration Number if  
relevant)

Bevcor Group Ltd  
Bank Gallery  
High Street  
Kenilworth  
CV8 1LY

1.2. DESCRIPTION OF  
CONTRACTOR

Specialist transformation  
communication and stakeholder  
engagement consultancy


1.3. DESCRIPTION OF PROJECT  
SERVICES

The 'ambition for the future of NICE' engagement and social change programme will include a number of elements including: refinement of the 'ambition for the future of NICE' vision, the design and delivery of randomised coffee trials, heads together sessions, analysing challenge themes, formulating ideas to be shared via a crowdsourcing platform, collation of responses, sentiment analysis to inform future management and leadership development programmes, presentation to the NICE Board and Executive Team, advice to the Chief Executive Officer, creation of community champions, thank you and celebration activities, final report of analysis, findings and recommendations and an internal skills transfer programme.

1.4. NICE BUDGET HOLDER

  
Programme Director Transformation

1.5. NICE PROJECT MANAGER

  
Programme Management Office  
Manager

1.6. NOMINATED MANAGER OF  
CONTRACTOR



1.7. CONTRACTOR AUTHORISED  
SIGNATORY

1.8. DATE AGREEMENT SIGNED

30	09	2022
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1.9. DATE AGREEMENT COMES  
INTO EFFECT (IF DIFFERENT  
FROM ABOVE)

01	10	2022
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1.10. DATE AGREEMENT ENDS (IF  
FIXED DATE)

30	12	2022
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1.11. CONTRACT NUMBER



1.12. PROJECT NUMBER



IT IS AGREED AS FOLLOWS

## 2. DEFINITIONS

<b>"Agreement"</b>	this Agreement and any Annexes attached to it.
<b>"DPA 2018"</b>	means UK Data Protection Act 2018
<b>"NICE"</b>	The National Institute for Health and Care Excellence, Level 1A, City Tower, Piccadilly Plaza, Manchester. M1 4BT
<b>"the Contractor"</b>	the person in 1.1 or any partner, employee, agent, sub-contractor or other lawful representative of the person in 1.1
<b>"the Milestones"</b>	the milestones as set out in Annex 2.
<b>"the Project Services"</b>	the Project Services set out in 1.3 as more fully described in Annex 1.

## 3. AGREEMENT

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

## 4. OBLIGATIONS OF THE CONTRACTOR

### 4.1. The Project Services

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

### 4.2. Sub-Contractors

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

#### **4.3. Instructions**

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

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

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

#### **4.5. Communication**

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

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

- 4.6.1. The Contractor shall adhere to all laws and regulations relating to the provision of the Project Services.
- 4.6.2. The Contractor shall comply in all material respects with applicable environmental laws and regulations in force from time to time in relation to the Services. Where the provisions of any such legislation are implemented by the use of voluntary agreements or codes of practice, the Contractor shall comply with such agreements or codes of practices as if they were incorporated into English law subject to those voluntary agreements being cited in tender documentation.

- 4.6.3. While at NICE's Offices, the Contractor shall comply, and shall ensure that its employees comply with, the requirements of relevant Health and Safety and other relevant legislation, including regulations and codes of practice issued thereunder, and with NICE's and any Beneficiary's own policies and procedures.
- 4.6.4. The Contractor shall at all times maintain a specific Health and Safety at Work policy relating to the employment of his own staff whilst carrying out their duties in relation to the Contract on the NICE's or any Beneficiary's premises. The Contractor shall ensure the co-operation of its employees in all prevention measures designed against fire, or any other hazards, and shall notify NICE's of any change in the Contractor's working practices or other occurrences likely to increase such risks or to cause new hazards.

#### **4.7. Taxation**

- 4.7.1. Where the Contractor or Key Individuals supplied by the Contractor are liable to be taxed in the UK in respect of consideration received under this contract, the Contractor shall, and ensure that the Key Individuals shall, at all times comply with the Income Tax (Earnings and Pension) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- 4.7.2. Where the Contractor or Key Individuals are liable for National Insurance Contributions (NICs) in respect of consideration received under this contract, , the Contractor shall, and ensure that the Key Individuals shall, at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.
- 4.7.3. NICE may, at any time during the term of this contract, request the Contractor to provide information which demonstrates:
- (a) how the Contractor or the Key Individuals comply with clauses 4.7.1 and 4.7.2 above; or why
  - (b) Clauses 4.7.1 and 4.7.2 are not applicable to the Contractor or the Key Individuals.
- 4.7.4. Where applicable, a request under clause 4.7.3 above may specify the information which the Contractor or the Key

Individuals must provide and the period within which that information must be provided.

4.7.5. NICE may terminate this Contract if:

- (a) in the case of a request mentioned in clause 4.7.3 above:-
  - (i) The Contractor or the Key Individuals fails to provide information in response to the request within twenty [20] days, or
  - (ii) The Contractor or the Key Individuals provides information which is inadequate to demonstrate either compliance with clauses 4.7.1 and 4.7.2 above or why these clauses do not apply to either the Contractor or the Key Individuals;
- (b) in the case of a request mentioned in clause 4.7.4 above the Contractor fails to provide the specified information within twenty [20] days, or
- (c) it receives information which demonstrates that, at any time when clauses 4.7.1 and 4.7.2 apply to the Contractor, the Contractor is not complying with those clauses.

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

## **5. OBLIGATIONS OF NICE**

### **5.1. Monitoring**

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

## **6. TERM**

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

## **7. PAYMENT**

- 7.1. Subject to the due performance of the Contractor's obligations, NICE will pay all invoices submitted by the Contractor in accordance with Annex 4 within 30 days of their receipt.
- 7.2. The Contractor shall send all invoices, clearly quoting the contract number, to [REDACTED] alternatively the Contractor can register with [REDACTED] to send invoices electronically and have access to [REDACTED] updates of the progress of invoices.
- 7.3. Invoices sent to NICE shall be accurate and correct in all respects.
- 7.4. NICE reserves the unconditional right to withhold payment of the final invoice or invoices until the Project Services are successfully concluded to the satisfaction of NICE and NICE receives a copy of any relevant work created as a result of the Project Services in a form acceptable to the NICE.

## **8. STAFF AND RESOURCES**

- 8.1. The Contractor shall be fully responsible in every way for all its staff and all consultants (whether part-time or full-time).
- 8.2. The Contractor shall ensure that it complies with all current employment legislation and in particular, does not unlawfully discriminate within the meaning of the Equality Act 2010 (as amended) the Part Time Workers (Prevention of Less Favourable Treatment) Regulations 2000, the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, or any other relevant legislation relating to discrimination in the employment of employees for the purpose of providing the Services. The Contractor shall take all reasonable steps (at its own expense) to ensure that any employees employed in the provision of the Services do not unlawfully discriminate within the meaning of this Clause 8.2 and shall impose on any sub-contractor obligations substantially similar to those imposed on the Contractor by this Clause 8.2; and
- 8.3. in the management of its affairs and the development of its equality and diversity policies, the Contractor shall co-operate with NICE in respect of NICE's obligations to comply with statutory equality duties. The Contractor shall take such steps as NICE considers appropriate to promote equality and diversity, including race equality, equality of opportunity for disabled people, gender equality, and equality relating to religion and belief, sexual orientation and age in the provision of the Services.
- 8.4. The Contractor shall notify NICE immediately of any investigation of or proceedings against the Contractor under the Equality Act 2010 and

shall cooperate fully and promptly with any requests of the person or body conducting such investigation or proceedings, including allowing access to any documents or data required, attending any meetings and providing any information requested.

- 8.5. The Contractor shall indemnify NICE against all costs, claims, charges, demands, liabilities, damages, losses and expenses incurred or suffered by NICE arising out of or in connection with any investigation conducted or any proceedings brought under the Equality Act 2010 due directly or indirectly to any act or omission by the Contractor, its agents, employees or sub-contractors.
- 8.6. The Contractor shall impose on any sub-contractor obligations substantially similar to those imposed on the Contractor by this Clause 8.
- 8.7. NICE shall have the right to be consulted on what staff will be appointed to provide the Project Services.
- 8.8. The Contractor undertakes to NICE that any person assigned to NICE to supply the Project Services is a full-time employee of the Contractor and that employee shall not be transferred from this assignment without the prior written consent of NICE.

## **9. INSURANCE**

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

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

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



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

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

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

## **12. CONFIDENTIALITY**

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

12.6. The Contractor acknowledges that NICE is or may be subject to the FOIA. The Contractor notes and acknowledges the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) and the Environmental Information Regulations 2004 as may be amended, updated or replaced from time to time. The Contractor will act in accordance with the FOIA, these Codes of Practice and these Regulations (and any other applicable codes of practice or guidance notified to the Contractor from time to time) to the extent that they apply to the Contractor's performance under the Contract.

12.7. The Contractor agrees that:

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

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

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

- 12.8.3. provide all necessary assistance as reasonably requested by NICE to enable NICE to respond to a request for information within the time for compliance set out in section 10 of the FOIA.
- 12.9. NICE may consult the Contractor in relation to any request for disclosure of the Contractor's Confidential Information in accordance with all applicable guidance.
- 12.10. This clause 12 shall remain in force without limit in time in respect of Confidential Information which comprises Personal Data or which relates to a patient, his or her treatment and/or medical records. Save as aforesaid and unless otherwise expressly set out in the Contract, this clause 12 shall remain in force for a period of 3 years after the termination or expiry of this Contract.
- 12.11. In the event that the Contractor fails to comply with this clause 12, NICE reserves the right to terminate the Contract by notice in writing with immediate effect.

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

- 13.1. 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.
- 13.2. 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.

### **14. INDEMNITY**

- 14.1. 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.

### **15. LIMITATION OF LIABILITY**

15.1. 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

## **16. TERMINATION**

This Agreement shall terminate in the following circumstances -

### **16.1. Breach**

- 16.1.1. 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
- 16.1.2. 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;
- 16.1.3. 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;

### **16.2. Repeat of Breach**

- 16.2.1. 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);

### **16.3. Insolvency**

- 16.3.1. 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;

### **16.4. Change of Management Control**

- 16.4.1. 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.

#### **16.5. Unsatisfactory Evaluation of the Project Services**

16.5.1. 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.

16.6. 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

### **17. MISCELLANEOUS**

It is further agreed between the Parties:

#### **17.1. Waiver**

17.1.1. 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.

#### **17.2. Whole Agreement**

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

#### **17.3. Variation**

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

#### **17.4. Governing Law**

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

Signed for and on behalf  
of NICE

[Redacted]

[Redacted]

Programme Director  
Transformation

30 September  
2022

Signature

Name and title

Date

Procurement

[Redacted]

Associate Director  
of Procurement

03 Oct 2022

Contract Manager

[Redacted]

Programme Office  
Management  
Manager

30 September  
2022

Budget Holder

[Redacted]

Programme Director  
Transformation

30 September  
2022

Signed for and on behalf  
of the Provider

Signature

Name and title

Date

Project Supervisor

[Redacted]

[Redacted]

[Redacted]

Authorised Signatory:

[Redacted]

[Redacted]

02 Oct 2022

This contract is not valid until all Signatures have been completed

## **ANNEX 1**

### **The Project Services**

The 'ambition for the future of NICE' engagement and social change programme will include a number of elements including: refinement of the 'ambition for the future of NICE' vision, the design and delivery of randomised coffee trials, heads together sessions, analysing challenge themes, formulating ideas to be shared via a crowdsourcing platform, collation of responses, sentiment analysis to inform future management and leadership development programmes, presentation to the NICE Board and Executive Team, advice to the Chief Executive Officer, creation of community champions, thank you and celebration activities, final report of analysis, findings and recommendations and an internal skills transfer programme.

The project will be led by the Head of OD, supported by the programme director transformation and cross directorate staff members for DIT, communications, OD and transformation.

**WHAT HAS THE CONTRACTOR PROMISED TO DO TO ACHIEVE THAT BRIEF?**

Undertake the elements detailed in the above paragraph.

**WHEN IS THE CONTRACTOR TO PERFORM ITS TASKS? DETAILS OF THE INTERMEDIATE STAGES AND COMPLETION DATES ARE REQUIRED.**

Activity will be undertaken as required to achieve the delivery of the milestones and activities between the period of 1 October and 30 December 2022.

**WHAT ARE THE QUALITY STANDARDS FOR THE TASKS AND HOW SHALL THE TASKS BE JUDGED TO BE COMPLETED?**

As agreed by the NICE budget holder, NICE contract manager and the NICE transformation group which is chaired by the Chief Executive Officer.



## ANNEX 2

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

ID	Milestone	Achievement criteria	Date
1	Project plan agreed	Signed off by transformation group (chaired by CEO)	3-Oct-2022
2	Review and categorisation of Randomised Coffee Trails (RCT) and Heads Together (HT) staff feedback	Themes created and initial categorisation undertaken	14-Oct-2022
3	RCT and HT staff feedback analysis shared and agreed with senior transformation group	Themes agreed and content categorised	17-Oct-2022
4	Presentation of social change approach, crowdsourcing platform and staff ideas themed into challenges	Board presentation	20-Oct-2022
5	Crowdsourcing platform launched and ideas HT sessions designed and facilitated	Crowdsourcing platform launched on 1 November and further heads together sessions launched	1-Nov-2022
6	Skills transfer	Internal NICE staff able to run future crowdsourcing activity	30-Nov-2022
7	First draft report of crowdsourcing ideas produced	Report produced	16-Dec-2022
8	Second draft report produced and presented to the Executive Team  Thankyou/celebration activities undertaken	Report produced and activities undertaken	21-Dec-2022
9	Final report produced	Report produced	30-Dec-2022
10	Projects and approach agreed	Projects agreed to take forward including leads, approach for project delivery and headline plans	30 Dec-22

## ANNEX 3

### Waiver of Moral Rights and Assignment of Copyright

This Deed is made the 29<sup>th</sup> day of September 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. Bevcor Group Ltd, Bank Gallery, High Street, Kenilworth, Warwickshire. CV8 1LY ("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 October 2022 ("the Work") and made between NICE and Bevcor Group Ltd to waive his/her moral rights under Sections 77 to 89 of the Copyright Designs and Patent Act 1988.
- 2.2. The Author further agrees to assign with full title guarantee the present and future copyright in the Work of which it is the author or part-author to NICE to hold to NICE its successors and assigns absolutely anywhere for the length of the copyright in the Work.
- 2.3. The Author warrants to NICE that in relation to the Work:-
  - 2.3.1. it is not a violation of any existing copyright anywhere;
  - 2.3.2. it does not contain anything objectionable, obscene or libellous;
  - 2.3.3. all statements contained in the Work which purport to be facts are true.

	Signature	Name	Date
SIGNED AND DELIVERED as a Deed by the Author			30 September 2022
Witnessed			
SIGNED AND DELIVERED as a Deed by an authorised signatory of NICE			30 September 2022
Witnessed			

## ANNEX 4

### Payment

Schedule for payment for the Services, timing and method of payment.

Date of meeting and amount of funding		Financial Year	Date(s) for Submission of Invoice(s)
Net	██████	22/23	14 October 2022
VAT (if applicable)	██████	22/23	14 October 2022
<b>TOTAL</b>	██████	22/23	14 October 2022
Net	██████	22/23	28 October 2022
VAT (if applicable)	██████	22/23	28 October 2022
<b>TOTAL</b>	██████	22/23	28 October 2022
Net	██████	22/23	25 November 2022
VAT (if applicable)	██████	22/23	25 November 2022
<b>TOTAL</b>	██████	22/23	25 November 2022
Net	██████	22/23	30 December 2022
VAT (if applicable)	██████	22/23	30 December 2022
<b>TOTAL</b>	██████	22/23	30 December 2022
<b>GRAND TOTAL</b>	<b>£85,000 (exc VAT)</b>		

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

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[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]