

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

## 1. BASIC DETAILS

1.1. NAME AND ADDRESS OF CONTRACTOR (including Company Registration Number if relevant)	<p>Survey Solutions Ltd. 4<sup>th</sup> Floor Harlequin House 7 High Street Teddington Middx TW11 8EE</p> <p>Registered office is 2 A C Court, High Street, Thames Ditton, Surrey KT7 0SR</p> <p>Company registered in England and Wales, Registration Number 03021259</p>			
1.2. DESCRIPTION OF CONTRACTOR	Survey Research consultancy			
1.3. DESCRIPTION OF PROJECT SERVICES	Provision of Staff Engagement Survey Service			
1.4. NICE BUDGET HOLDER				
1.5. NICE PROJECT MANAGER				
1.6. NOMINATED MANAGER OF CONTRACTOR				
1.7. CONTRACTOR AUTHORISED SIGNATORY				
1.8. DATE AGREEMENT SIGNED	<table border="1" style="border-collapse: collapse; width: 100%;"> <tr> <td style="text-align: center; width: 33%;">D</td> <td style="text-align: center; width: 33%;">M</td> <td style="text-align: center; width: 33%;">Y</td> </tr> </table>	D	M	Y
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1.9. DATE AGREEMENT COMES INTO EFFECT (IF DIFFERENT FROM ABOVE)	<table border="1" style="border-collapse: collapse; width: 100%;"> <tr> <td style="text-align: center; width: 33%;">31 D</td> <td style="text-align: center; width: 33%;">03 M</td> <td style="text-align: center; width: 33%;">2020 Y</td> </tr> </table>	31 D	03 M	2020 Y
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1.10. DATE AGREEMENT ENDS (IF FIXED DATE)	<table border="1" style="border-collapse: collapse; width: 100%;"> <tr> <td style="text-align: center; width: 33%;">D</td> <td style="text-align: center; width: 33%;">M</td> <td style="text-align: center; width: 33%;">Y</td> </tr> </table>	D	M	Y
D	M	Y		
1.11. CONTRACT NUMBER				
1.12. PROJECT NUMBER				

IT IS AGREED AS FOLLOWS

## **2. DEFINITIONS**

"Agreement"	this Agreement and any Annexes attached to it.
"the Contractor"	the person in 1.1 or any partner, employee, agent, sub-contractor or other lawful representative of the person in 1.1.
"NICE"	The National Institute for Health and Care Excellence, Level 1A, City Tower, Piccadilly Plaza, Manchester. M1 4BT
"the Milestones"	the milestones as set out in Annex 2.
"the Project Services"	the Project Services set out in 1.3 as more fully described in Annex 1.
References to legislation	A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted.

## **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**

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 NICE, , 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 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.

- 8.7 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.

- 8.8 The Contractor shall impose on any sub-contractor obligations substantially similar to those imposed on the Contractor by this Clause 8.

- 8.9 NICE shall have the right to be consulted on what staff will be appointed to provide the Project Services.

- 8.10 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. All Background Intellectual Property owned by or licensed to either Party prior to the commencement of this Agreement will remain the property of that Party or the licensor to that Party as appropriate. The Contractor hereby grants to NICE an irrevocable, royalty-free, non-exclusive licence to use for its own purposes the Contractor's own original material containing or relying upon any raw data provided by the Contractor to NICE under this Agreement
- 10.2. In consideration of NICE paying for the Project Services the Contractor with full title guarantee assigns or agrees to procure the assignment to NICE of all vested contingent and future Intellectual Property rights and Copyright in any work created as a result of the Project Services to hold to NICE its successors and assigns absolutely throughout the world for the full period of those rights.
- 10.3. The Contractor warrants to NICE that in relation to any work created by itself, its servants, agents, consultants or independent contractors, as a result of the Project Services, that:-
- 10.3.1. such work is not a violation of any existing copyright anywhere;
  - 10.3.2. such work does not contain anything objectionable, obscene or libellous;
  - 10.3.3. all statements contained in any such work which purport to be facts are true.
- 10.4. If the Contractor incorporates any copyrightable work in any work it produces or has produced on its behalf then it shall ensure that appropriate permissions to use that work are obtained in writing. The NICE Project Manager shall have the right to see such permissions.
- 10.5. The Contractor shall procure that any independent author or part-author of any copyrightable material created as a result of the Project Services, assigns the copyright with full title guarantee to NICE and waives any moral rights under the Copyright, Designs and Patents Acts 1988. Any assignment and/or waiver under this sub-clause shall be on NICE's standard terms set out in Annex 3. The Contractor shall do this as soon as reasonably possible after the creation of any such work.
- 10.6. It is the policy of NICE to associate authors with their works. However, there may be exceptional circumstances where this would be to the detriment of NICE. In an exceptional circumstance NICE, as copyright owner, would reserve the right to disassociate the author from the work.

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

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

## **12. CONFIDENTIALITY**

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

"benchmarking". NICE shall use all reasonable endeavours to ensure that such person(s) keeps the Confidential Information confidential and does not make use of the Confidential Information except for the purpose for which the disclosure is made. NICE shall not without good reason claim that the lowest price available in the market is the realistic market price.

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



this clause 12 shall remain in force for a period of 3 years after the termination or expiry of this Contract.

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

### **13. Data Protection**

- 13.1 The Contractor shall comply with the Data Protection Act 1998 ("the 1998 Act") and any other applicable data protection legislation. In particular the Contractor agrees to comply with the obligations placed on NICE and any Beneficiary by the seventh data protection principle ("the Seventh Principle") set out in the 1998 Act, namely:
- 13.1.1 to maintain technical and organisational security measures sufficient to comply at least with the obligations imposed on NICE and any Beneficiary by the Seventh Principle;
- 13.1.2 only to process Personal Data for and on behalf of NICE and any Beneficiary, in accordance with the instructions of NICE or such Beneficiary and for the purpose of performing the Services in accordance with the Contract and to ensure compliance with the 1998 Act;
- 13.1.3 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 13
- 13.2 The Contractor agrees to indemnify and keep indemnified NICE and any Beneficiary 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.
- 13.3 Both Parties agree to use all reasonable efforts to assist each other to comply with the 1998 Act. For the avoidance of doubt, this includes the Contractor providing NICE and any Beneficiary with reasonable assistance in complying with subject access requests served on NICE and any Beneficiary under Section 7 of the 1998 Act and the Contractor consulting with NICE and any Beneficiary prior to the disclosure by the Contractor of any Personal Data in relation to such requests.

### **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 up to a maximum of the project value.

## **16. LIMITATION OF LIABILITY**

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

## **17. TERMINATION**

This Agreement shall terminate in the following circumstances -

### **17.1. Breach**

17.1.1. In the event that either Party fails to observe or perform any of its obligations under this Agreement in any way then the other Party may end this Agreement on 30 days written notice; but

17.1.2. If the breach complained of by a Party, cannot be remedied to the satisfaction of that Party, then this Agreement shall end immediately on the service of such notice on the other Party;

17.1.3. In every other case if the breach complained of is remedied to the satisfaction of a Party within the notice period this Agreement shall not end;

### **17.2. Repeat of Breach**

17.2.1. Either Party reserves the right to end this Agreement immediately by written notice if a Party repeats any breach of this Agreement after receiving a written notice from the other Party warning that repetition of the breach shall or may lead to termination (whether or not the repeated breach is remedied within 30 days);

### **17.3. Insolvency**

17.3.1. This Agreement shall end immediately if the Contractor goes into liquidation or suffers a receiver or administrator to be appointed to it or to any of its assets or makes a composition with any of its creditors, or is in any other way unable to pay its debts;

### **17.4. Change of Management Control**

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

Contractor shall promptly notify NICE of any such change of management or control.

17.5. Unsatisfactory Evaluation of the Project Services

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

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

**18. MISCELLANEOUS**

It is further agreed between the Parties:

18.1. Waiver

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

18.2. Whole Agreement

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

18.3. Variation

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

18.4. Governing Law

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

**Signed for and on behalf  
of NICE**

	<b>Signature</b>	<b>Name and title</b>	<b>Date</b>
<b>Procurement</b>			

<b>Contract Manager</b>			
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<b>Budget Holder</b>			
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**Signed for and on behalf  
of the Provider**

	<b>Signature</b>	<b>Name and title</b>	<b>Date</b>
<b>Project Supervisor</b>			

<b>Authorised Signatory:</b>			
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**This contract is not valid until all Signatures have been completed**

## **ANNEX 1**

### **The Project Services**

#### **1. Background**

- 1.1 NICE requires a staff survey provider who will supply our annual staff engagement survey, Survey Solutions will plan and produce all aspects of the NICE Annual Survey for three years (in conjunction with the NICE HR team): from April 2018 to March 2021.
- 1.2 Survey Solutions will work closely with NICE HR to develop a high quality annual staff engagement survey. Survey Solutions will work with NICE as an expert partner that apply their field experience, and suggest areas of best-practice and make recommendations for NICE Senior Management Team consideration.
- 1.3 The contract will start in April 2018, with work beginning immediately in preparation for the 2018 annual staff survey to launch May 2018.

#### **2. Service requirements of NICE for this contract**

- 2.1 Survey Solutions shall deliver the staff engagement survey, in the agreed time frames as set out by NICE HR as per Annex 2.
- 2.2 Survey Solutions shall effectively market the staff engagement survey in order to ensure that responses to the survey are high.
- 2.3 An annual customised research based survey shall be provided by Survey Solutions, to provide NICE with an understanding of the level of employee engagement within NICE and provide NICE with the ability to monitor changing patterns in employee engagement to inform future organisational improvement.
- 2.4 Survey Solutions shall ensure that the annual staff survey provides accurate feedback, this will include the provision of robust online reporting and

benchmarks against relevant industry comparators together with in-depth analysis, action planning tools and providing expert advice and recommendations.

- 2.5 Findings produced by Survey Solutions shall be tailored for the audience and include a detailed analysis and breakdowns. The findings shall identify key trends and patterns, highlighting key sections and making recommendations for areas that require improvement and be provided in engaging formats, as agreed with NICE.
- 2.6 The survey data shall be housed on Survey Solutions servers adding a layer of confidentiality to ensure employees are confident that no one within NICE can see their individual results.
- 2.7 Survey Solutions shall adhere to agreed Key Performance Indicators (KPI's) that form part of the project schedule.
- 2.8 Survey Solutions and the NICE HR Team shall work collaboratively on the production of the staff survey questions and effective delivery, ensuring that key questions from historical surveys continue to be captured.

### **3. Survey Solutions contract commitments**

#### **3.1.1 Project planning, reports and tools**

- 3.1.2 The project will commence with a set-up discussion/workshop between NICE HR and Survey Solutions allocated Project Leader and Project Manager. Survey Solutions' two-tier project team are accustomed to working together and shall provide the guidance and support needed to ensure a successful outcome. During the contract Survey Solutions shall maintain an open and responsive communication flow with NICE HR and guide NICE HR through the survey steps using the project plan as a basis.

- 3.1.3 In delivering NICE's Staff Survey needs, Survey Solutions will work with NICE HR to review the previous questionnaire and refresh as required, ensuring

that any new requirements are met whilst maintaining progress-tracking ability against previous survey results.

3.1.4 Survey Solutions will provide support with internal communications around the survey and designing an easy-to use, professional online and mobile survey with NICE's branding and logo. The online survey will be hosted by Survey Solutions, on their website.

3.1.5 To achieve a good response rate Survey Solutions will support NICE with internal communications, providing advice and tailoring the survey communications to NICE staff. In order to facilitate an effective and impactful survey, Survey Solutions shall:

- Provide the frequently asked questions (FAQs) about the survey, including how to take part in it and what will happen afterwards – this document may be used as a pre-survey briefing note and will be made available via the online survey.
- Emphasise in the FAQs its duty of care to keep respondents' answers confidential under the Market Research Society Code of Conduct.
- Provide introductory text to the online questionnaire, the text to be sent to NICE Staff in their email invitation.
- Provide NICE HR with examples of survey communications to raise awareness of the survey.

3.1.6 To ensure that information and data provided is quantifiable and accurate Survey Solutions shall:

- Use clear and unambiguous questions in the survey to ensure the best reflection of staff opinions, with a clear response scale that enables quantitative measurement.
- Emphasise the sense of survey confidentiality so that staff feel confident that they can truly say what they think. This shall also be reinforced within the pre-survey communications and the FAQs. Survey Solutions shall also adhere to the Market Research Society (MRS) Code of Conduct which requires a duty of care to survey respondents. NICE staff will have access to an email and telephone helpline provided by Survey Solutions to raise any concerns they may have.

- Survey Solutions shall pre-populate demographic information, provided by NICE, in their online system, to maximise data accuracy and minimise the 'About You' questions asked of employees.

3.1.7 Survey Solution shall work with NICE to agree the project plan, this will be prepared as either a PDF list or as a GANTT timeline chart. The 'topline' results report will be delivered 1 week after the survey closes and all standard reporting will be completed within the following 3 weeks. This will include the final results report, external benchmarking report, dashboard reports, open comments, written management commentary report and a manager action planning report. NICE HR will have access to the online portal as soon as the survey goes live. During the survey live period NICE HR will have access to real-time response rates through a login and password-protected Survey Management tool.

3.1.8 The reports/tools referenced in 3.1.7 are included in the costs detailed in annex 4 and shall include the following detail:

Report / tool	Detail included
Top line results report	This shows the overall results for each question and top/bottom scoring questions for NICE as well as the engagement score for NICE and the overall survey classification, including the Directorate and Team groups.
Final results report	This shows the results question by question by the demographic classifications that NICE have defined within the survey (for example Directorate and individual Team).  The final results report shall include an employee engagement index which defines the extent of engagement in the organisation, directorate, team or other group, where 100 is the maximum level of engagement possible.
External benchmarking	This will put NICE' overall performance into context with



report	other organisations. NICE will be compared against Survey Solutions benchmarking database and against either a comparable sector or a selected group of organisations.
Dashboard reports	Survey Solutions shall work with NICE to create dashboard templates to meet NICE requirements. NICE will then be able access the template through the portal and configure it to show results at an overall level or for a particular group within NICE, compared previous surveys.
Open Comments	<p>Survey Solutions shall review staff responses to the open comment questions for sensitive comments, these will be extracted and provided in a separate file to the NICE HR survey team. The remainder of the comments will be provided in the online results portal, which enables NICE HR to view the comments, theme them, analyse and print them. There shall also be the option to filter them to view by group.</p> <p>The open comments function enables keyword theming (the identification of positive and negative keywords). The filtering of comments is not as detailed as that of the quantitative results – to protect confidentiality comments are shown only where there are at least 30 respondents in a group.</p>
Management commentary report	This brings together the findings of the survey from the various reports and provides insights into the key strengths and challenges and it makes recommendations for areas that require improvement.
Manager action planning report	<p>This report builder tool provided by Survey Solutions shall assist individual managers with the results for their areas and when they are thinking beyond to the actions they will take to improve and maintain them.</p> <p>This shall be an easy to use report builder which allows users to define the content needed for the reports.</p>

	NICE use this tool to create report packs for each team (to include the reports available in the portal – for example, the top and bottom 10 results for their area, an overview of results for their area compared to NICE overall.
Online portal	During the survey 'live' period, online response rate information is instantly available to NICE HR through a 'Survey Management' portal. This portal is a secure, password-protected mechanism that is extended for 12 months after the survey has closed to deliver the online survey results tools in Survey Solutions online portal. The online portal is an easy-to-use set of tools allowing results relating to Directorates, Teams and the organisation as a whole to be interrogated easily and securely and sets of reports can be downloaded. It also allows NICE HR to see full sets of results for each group, allowing internal benchmarking, year-on-year progress review and comparison of results across the organisation. The portal also gives access to insights into the free text comments that have been left by NICE employees.

3.1.9 Survey Solutions shall produce findings in an engaging format for several audiences, ranging from the HR professionals who shall require an overview of results and the ability to drill down into specific issues, to the team managers who need to know the results and the key areas to focus on for action planning. Survey Solutions online reporting shall also allow detailed analysis and breakdown of results and shall include dashboard reporting which will be tailored to NICE requirements to provide a snapshot of the survey in an engaging graphical format.

3.1.10 Survey Solutions shall design the reports to ensure that they are simple and easy to read, with red / amber / green colour-coding to highlight how good each result is and up/down arrows in red and green to indicate where a result

is significantly less or more positive than the overall NICE results. This will show percentage positive / neutral and negative in response to each question along with mean scores.

### **3.2 Methodology**

3.2.1 Survey Solutions shall use their own survey design and survey management systems. The survey management tool shall give NICE HR secure access to real-time response rates (while the survey is live) and to a function called 'Your Files' which is a secure mechanism for uploading the NICE employee email list.

3.2.2 The survey management system supports all email communications with staff and shall be managed by Survey Solutions. Survey Solutions shall provide email communications, which will include the initial survey invitation email and up to a further three reminder emails.

3.2.3 Survey Solutions shall follow the private email distribution method whereby individual links to the survey are allocated for each person, and sent in an invitation email. This link shall take staff to a survey introduction page which will include guidelines on how to complete the survey, as well as FAQs. Survey Solutions shall send reminders to those who have not yet taken part in the survey. Undeliverable emails shall be uploaded to the 'Your Files' function so that NICE HR can review and provide alternative contact details.

3.2.4 A mobile version of the survey shall also be made available as part of the Survey Solutions online survey service, to allow completion using a smart phone or tablet if preferred. Survey Solutions online surveys will adhere to the four principles of the following Web Content Accessibility Guidelines - W3C WCAG and v2.0.

3.2.5 Queries from staff taking part in the survey shall be received in the Survey Solutions support inbox and they shall be provided with an email and telephone

helpline of support (during normal office hours) throughout the period that the survey is live.

3.2.6 Once the survey has closed, Survey Solutions shall carry out quality checking procedures, the portal shall then be extended by Survey Solutions to deliver the online survey reporting tools.

3.2.7 The online surveys and reporting / action-planning tools shall be hosted on a dedicated web server, located in a secure facility in London with full backup. Only Survey Solutions shall access the contents of the machine, and any data stored within – which is covered by the UK's data protection laws. Although the data will be stored by Survey Solutions it will remain the property of NICE.

Survey Solutions shall support any security testing requirements by the NICE IT department.

3.2.8 Surveys Solutions team shall give context to the findings of the NICE survey. They shall guide NICE on recommended topics for action-planning as well as highlighting key strengths. Their commentary reporting will document these themes, along with explaining the survey background and method. The table below shows which Survey Solutions and NICE staff shall be involved in each stage of the process and what their specific roles are:

<b>Role title</b>	<b>Responsibility</b>
Project Leader (Survey Solutions)	Main point of contact, maintaining an open flow of communication and providing necessary support to NICE. Shall manage the project scheduling, communications, logistics, survey design and report production, keep the project on track, advise on progress, resolve any queries and make suggestions to maximise the project success.
Project Manager (Survey Solutions)	Shall provide support at all stages of the project and will be responsible for tasks such as designing the online survey and providing any required support to participants.
Project Consultant (Survey Solutions)	Shall be involved at the questionnaire design and reporting/presentation stages, providing insight to the findings.
Associate Director	Shall be responsible for quality management and will oversee

(Survey Solutions)	the overall project ensuring that correct quality management procedures are adhered to.
Operations Director (Survey Solutions)	Shall be in charge of data management, systems and would be involved in providing support during the survey design, management and reporting stages.
Managing Director (Survey Solutions)	Shall oversee the data analysis and reporting stages and be involved in presentations if required.
Senior HR Adviser and Senior HR Business Partner (NICE)	Shall be the points of contact for Survey Solutions staff and receive all survey outputs.  Shall support questionnaire design, communication, scheduling, logistics, keeping the project on track and advising on progress.

3.2.9 NICE will have the option to use Survey Solutions standard engagement questions, which are in relation to advocacy, pride, satisfaction and commitment. By using these questions the NICE Employee Engagement Index can be benchmarked against Survey Solutions database of organisations and compared over time. NICE can request to adjust the wording of the questions slightly but the overall meaning of the questions must be maintained.

NICE may use historical engagement questions, and provide to Survey Solutions information about how this is calculated, Survey Solutions will then be able to provide an analysis of the results. However this would be reported separately from Survey Solutions normal reporting and comparison to the Survey Solutions database would not be possible.

Ultimate sign off questions shall be agreed by the NICE Senior Management Team.

### **3.3 Standards and Quality Assurance**

3.3.1 Survey Solutions data capture systems automatically generate the reports and they are all checked according to their quality management process. The online reporting shall be made available to NICE using the Survey

Solutions online portal, which runs of the same captured data, thereby minimising any chance of human error. This portal provides a wide range of tools that enable easy reporting and analysis of the data.

In order to support post-survey action planning, the portal includes an action planning report builder, which enables NICE HR to create report packs for each Directorate/Team.

3.3.2 Survey Solutions have achieved the accreditation to the ISO 9001 Quality Standard, is registered with the Information Commissioners office and accredited with the Cyber Essentials Plus certification. Survey Solutions shall adhere to these quality standards / accreditations. In addition Survey Solutions Quality Management System shall be audited annually.

3.3.3 The Quality procedures that Survey Solutions shall adhere to are as follows:

- Obtaining NICE' agreement to all schedules, costs, and designs (the questionnaire, the report templates) before the relevant work is implemented.
- Regularly ensuring that NICE is satisfied with how the project is going.
- Alerting NICE to any potential issues, as they arise.
- Rigorous checking processes to ensure accuracy of all data and reports, for example if one person produces a report, another will check it and a further individual will sign it off.
- Reviewing NICE' satisfaction with the project, when it has been completed.

3.3.4 Survey Solutions shall have a duty to protect anonymity (under the Market Research Society code of conduct), in the main reports Survey Solutions will only show the results for a question broken down by the answer scale points if there are a **minimum of 8 responses** in a group. They shall, however, show a mean score for a question if there are **5 responses** in the group.

3.3.5 Survey Solutions will also ensure that demographics are not used in conjunction with each other in the reporting, in such a way that it could breach confidentiality e.g. showing responses by gender within a department where there are only 2 responses from males.

3.3.6 The confidentiality thresholds for open comments are even higher than question anonymity, therefore Survey Solutions shall only show the results for a group if at least 30 people in the group responded to the question.

3.3.7 Survey Solutions shall also ensure that their confidentiality pledge is communicated to the staff taking part in the survey both within the online survey and the email communications, so that staff are comfortable with the method that they use to submit their responses.

## ANNEX 2

### The Milestones

Task	Date for completion
Survey Solutions and NICE HR meet to review 2017 survey feedback and establish expectations for the 2018 staff survey and project plan, this will include a discussion regarding questions.	27 <sup>th</sup> March 2018
Survey Solutions to send NICE HR draft questions for review and project plan.	10 <sup>th</sup> April 2018
Questions and project plan approved.	1 <sup>st</sup> May 18
NICE to send Survey Solutions full staff details, including emails of all staff, consultants, agency staff and those on long term leave.	8 <sup>th</sup> May 18
Survey goes live and access to the survey management portal will be granted to NICE.	21 <sup>st</sup> May 18
1 <sup>st</sup> reminder the staff	25 <sup>th</sup> May 18
2 <sup>nd</sup> reminder to staff	31 <sup>st</sup> May 18
3 <sup>rd</sup> reminder to staff	7 <sup>th</sup> June 18

Survey closes	11 <sup>th</sup> June 18
Survey Solutions to send top line report to NICE.	18 <sup>th</sup> June 18
Survey Solutions to send final results report, external benchmarking report, written management commentary report, manager action planning report, dashboard reports and open comments. NICE will also have access to the set of tools available on the online portal.	By the 3 <sup>rd</sup> July 18



## ANNEX 4

### 1. Payment

- 1.1 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)
Net			
VAT (if applicable)			
Net			
VAT (if applicable)			
Net			
VAT (if applicable)			
<b>TOTAL</b>			
Net			
VAT (if applicable)			
Net			
VAT (if applicable)			
Net			
VAT (if applicable)			
<b>TOTAL</b>			
Net			
VAT (if applicable)			
Net			
VAT (if applicable)			
Net			
VAT (if applicable)			
<b>TOTAL</b>			
<b>GRAND TOTAL</b>	<b>£54054</b>		
<b>(ex VAT)</b>			

### 1.2 Additional Services

Bespoke Pulse Surveys – to be arranged separately by email, purchase order shall be raised by NICE.

Cost shall not exceed £

## Appendix 1

Additional reports / tools which NICE have the option to use at an additional cost:

Report / tool	Detail	Cost
<b>Key Driver Analysis</b>	This report will identify which factors are driving particular results (for example, the engagement questions) and which will have the biggest impact if improved upon. This report uses 'Correlation Analysis' to get underneath three key issues or areas of particular interest. The analysis is provided with 'quadrant' charts for the key questions analysed and a short written commentary on the main observations (a minimum of 100 responses is required for this type of analysis to be robust).	
<b>Engagement Mapping</b>	This profiles the engagement and disengagement levels within NICE, identifying the factors that drive it and those that detract from it. With charts and a brief report written by a statistician.	
<b>Employee Survey Results Newsletter</b>	A two-page summary of the key survey results, presented in an easy-to-read format combining text and graphics or a standard 3-minute video of results.	
<b>Online Survey Results tool</b>	Adds additional features that would allow NICE to benchmark performance across NICE. It provides the ability to drill into the results in detail using filtering and cross-tabulations and it creates presentations from the results.	
<b>Presentation</b>	Presentation of key findings to the Executive Board, Senior Management Team or group of Managers, 1-2 hours at the NICE offices.	
<b>Online Action Planning Tool</b>	Would allow NICE to move the survey results into active plans for future business change and set up action plans at global and local levels that are tracked online, with alerts and reminders. With management information	

	tools to track progress against action plans and produce reports.	
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