

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

1. BASIC DETAILS

1.1	NAME AND ADDRESS OF CONTRACTOR (including Company Registration Number if relevant)	Wilmington Healthcare Ltd 5 th Floor, 10 Whitechapel High Street London E1 8QS Company registration number: 02530185		
1.2	DESCRIPTION OF CONTRACTOR	Healthcare information /publisher		
1.3	DESCRIPTION OF PROJECT SERVICES	Provision on the BNF Mailing List		
1.4	NICE BUDGET HOLDER	<div></div>		
1.5	NICE PROGRAMME MANAGER	<div></div>		
1.6	NOMINATED MANAGER OF CONTRACTOR	<div></div>		
1.7	CONTRACTOR AUTHORISED SIGNATORY	<div></div>		
1.8	DATE AGREEMENT SIGNED	07 Mar	2023	
1.9	DATE AGREEMENT COMES INTO EFFECT (IF DIFFERENT FROM ABOVE)	1 st	April	2023
1.10	DATE AGREEMENT ENDS (IF FIXED DATE)	31 st	March	2026
1.11	CONTRACT NUMBER	<div></div>		

IT IS AGREED AS FOLLOWS

2. DEFINITIONS

"Agreement"	This Agreement and any Annexes attached to it.
"BNF Publications"	Printed versions of the British National Formulary for adults, British National Formulary for children and the Nurse Prescribers' Formulary.
"BNF Delivery Partner"	The contractor who is responsible for storage, distribution and delivery of the BNF Publications.
"The Contractor"	The person in 1.1 or any partner, employee, agent, sub-contractor or other lawful representative of the person in 1.1.
"Controller"	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.
"Data"	Data means all information stored in the Database, including but not limited to; titles; names; full postal addresses; entity; organisation name and type; email addresses; telephone numbers; role, position and job type; access and activation status; eligibility status expiry dates; acceptance and approval terms and conditions.
"Database"	Database means the rights in or to the content and database schema of the databases developed and supplied by the contractor to NICE in accordance with the terms of this Agreement (excluding all database Third Party Software).
"Data Subject Access Request"	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.
"Data Protection Impact Assessment"	Means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

“Data Protection Legislation”	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.
“Data Subject, Data Protection Officer”	The meaning given in the UK GDPR, DPA 2018.
“Data Loss Event”	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.
“DPA 2018”	Means Data Protection Act 2018.
“UK GDPR”	means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction which relates to the protection of individuals with regards to the Processing of Personal Data to which a Party is subject for the purposes of this Agreement, including the Data Protection Act 2018 and the General Data Protection Regulation 2016/679 (EU GDPR) as each is amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586) and incorporated into UK law under the UK European Union (Withdrawal) Act 2018, as amended to be referred to as DPA 2018 and the UK GDPR respectively; and (b) any code of practice or guidance published by the ICO or European Data Protection Board from time to time;
“Healthcare professional”	The members of the health community eligible to have access to a copy of the BNF publications, as described in the eligibility criteria (see annex 7).

“Intellectual Property”	Intellectual Property means patents, trademarks, service marks, domain names, registered designs, utility models, applications for and the right to make applications for any of such rights, inventions, know-how, unregistered trademarks and service marks, trade and business names, including rights in any get-up or trade dress, copyrights (including rights in computer software), unregistered design rights and other rights in designs and copyright in databases; the ‘sui generis’ right for the maker of a database to prevent extraction or re-utilisation or both of the whole or a substantial part of the content of that database, as described in the Copyright and Rights in Databases Regulations 1997 (S.I. 1997 No. 3032); and rights of the same or similar effect or nature as or to those in paragraphs above.
“Location”	“NICE premises London” or “NICE premises Manchester”.
“NICE”	The National Institute for Health and Care Excellence, Level 1A, City Tower, Piccadilly Plaza, Manchester, M1 4BT.
“NICE Personal Data”	NICE Personal Data means any data that allows the identification of an individual directly or indirectly, in particular by reference to an identification number or to one or more factors specific to the individual’s physical, physiological, mental, economic, cultural or social identity supplied by NICE, or data for which NICE is the Data Controller.
“Party or Parties”	“NICE” or the “contractor”.
“Personal Data”	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.
“Personal Data Breach”	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.

“Processing”	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.
“Processor”	Means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.
“Project Services”	Means the Project Services set out in Annex 1.
“Protective Measures”	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 measures adopted by it.
“Sub-processor”	Means any third Party appointed to process Personal Data on behalf of the contractor related to this Agreement.

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 under the terms and conditions of this Agreement
- 3.2. The payments for the agreed Project Services are fixed for a 3 year term only and no further payments shall be made by NICE. Any additional payments for services outside of agreed Project Services would be agreed in writing by NICE prior to any services being delivered.

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.

4.1.3. The contractor shall use its best endeavours to achieve the objectives and KPI's set out in Annex 2.

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 may use 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 NICE 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 Programme 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 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 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 4.21 and 4.22 above; or why
 - (b) Clauses 4.21 and 4.22 are not applicable to the contractor or the Key Individuals.
- 4.7.4. Where applicable, a request under clause 4.23 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 4.23 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 4.21 and 4.22 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 4.23 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 4.21 and 4.22 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 4.23 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.
- 6.2. The contract will commence on 1 April 2023 and end on 31 March 2026, with an option to extend for a further 2 x 12 months, to 31 March 2028. Any extension over 12 months will be subject to RPI increase to be agreed between the Parties.

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 3 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, with an electronic copy also sent to NICE's contract management team.
- 7.3. Invoices sent to NICE shall be accurate, dated and correct in all respects.
- 7.4. NICE reserves the unconditional right to withhold payment of 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 employed on a permanent basis by the contractor and that employee(s) shall not be transferred from this assignment without the prior written notice to 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 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.

10.2. NICE's IPR

- 10.2.1. NICE shall own:

- 10.2.1.1. NICE's Background IPR;

- 10.2.1.2. NICE's Personal Data

10.3. Contractors IPR

- 10.3.1. The contractor shall own:

- 10.3.1.1. The contractor's Background IPR;

- 10.3.1.2. The contractor's Software

- 10.3.1.3. The Database;

- 10.3.1.4. The Data

10.4. NICE's Licence

- 10.4.1 NICE hereby grants to the contractor for the term of the Agreement a non-exclusive, non-transferable licence to use NICE's Personal Data solely as contemplated hereunder for the purposes of the Project Services.

10.5. Contractor's Licence

- 10.5.1. The Contractor hereby grants to NICE for the term of the Agreement a non-exclusive, non-transferable licence to use the Data and the Database solely as contemplated hereunder for the purposes of the Project Services.
- 10.5.2. 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:
- a) such work is not a violation of any existing copyright anywhere;
 - b) such work does not contain anything objectionable, obscene or libellous;
 - c) All statements contained in any such work which purport to be facts are true.
- 10.5.3. 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 Programme Manager shall have the right to see such permissions.
- 10.5.4. 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 9. The contractor shall do this as soon as reasonably possible after the creation of any such work.
- 10.5.5. 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 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:
 - 12.3.1. is in or enters the public domain other than by breach of the Contract or other act or omissions of the Recipient;
 - 12.3.2. is obtained by a third party who is lawfully authorised to disclose such information; or
 - 12.3.3. is authorised for release by the prior written consent of the Discloser; or
 - 12.3.4. the disclosure of which is required to ensure the compliance of NICE with 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 may specify) of NICE 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 9 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 in respect of the collection and validation of the Contractor owned data, and the Processor in respect of any data (Contractor-owned or NICE legacy data) relating to the provision of the Project Services. NICE is the Controller where NICE provides personal data to the Contractor and in relation to Contractor-owned data where NICE is determining the purpose for which the data is used. The contractor shall only process Personal Data as authorised by NICE and described in Annex 9 and shall not process or use the Personal Data for any other purpose. The details in Annex 9 may not be determined by the contractor.
- 13.3. The contractor shall notify NICE immediately if it considers that any of NICE instructions infringe the Data Protection Legislation.
- 13.4. 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 the NICE, include:
 - 13.4.1. a systematic description of the envisaged processing operations and the purpose of the processing;
 - 13.4.2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - 13.4.3. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 13.4.4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 13.5. The contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - 13.5.1. process that Personal Data only in accordance with Annex 9, 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;
 - 13.5.2. 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;

13.5.3. ensure that:

- a) the contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Annex 9);
- b) it takes all reasonable steps to ensure the reliability and integrity of any contractor Personnel who have access to the Personal Data and
- c) ensure that they:
 - i. are aware of and comply with the contractor's duties under this clause;
 - ii. are subject to appropriate confidentiality undertakings with the contractor or any Sub-processor;
 - iii. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by NICE or as otherwise permitted by this Agreement; and
 - iv. have undergone adequate training in the use, care, protection and handling of Personal Data; and
- d) not transfer Personal Data outside of the EU unless the prior written consent of NICE has been obtained and the following conditions are fulfilled:
 - i. NICE or the contractor has provided appropriate safeguards in relation to the transfer (whether in accordance with 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.
- 13.6. 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.
- 13.7. 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.
- 13.8. 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 and only in relation to NICE owned data, within the timescales reasonably required by the NICE) including by promptly providing:
 - 13.8.1. NICE with full details and copies of the complaint, communication or request;
 - 13.8.2. 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;
 - 13.8.3. NICE, at its request, with any Personal Data it holds in relation to a Data Subject;

- 13.8.4. assistance as requested by NICE following any Data Loss Event;
- 13.8.5. 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.
- 13.9. 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 13 and to demonstrate its compliance with this clause. This clause shall only apply in relation to data owned/provided by NICE but not in relation to Contractor-owned data.
- 13.10. The contractor shall allow for audits of its Data Processing activity by NICE or NICE's designated auditor.
- 13.11. The contractor shall designate a data protection officer if required by the Data Protection Legislation.
- 13.12. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the contractor must:
 - 13.12.1. notify NICE in writing of the intended Sub-processor and processing;
 - 13.12.2. obtain the written consent of the NICE;
 - 13.12.3. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 1 such that they apply to the Sub-processor; and
 - 13.12.4. provide NICE with such information regarding the Sub-processor as NICE may reasonably require.
- 13.13. The contractor shall remain fully liable for all acts or omissions of any Sub-processor.
- 13.14. 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).
- 13.15. 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.

13.16. 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 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

17.1. This Agreement shall terminate in the following circumstances -

17.2. Breach

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

17.2.2. 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;

17.2.3. 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;

17.3. Repeat of Breach

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

17.4. Insolvency

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

17.5. Change of Management Control

17.5.1. 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.

17.6. Unsatisfactory Evaluation of the Project Services

17.6.1. 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.

17.7. 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

18.1. It is further agreed between the Parties:

18.2. Waiver

18.2.1. 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.

18.3. Whole Agreement

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






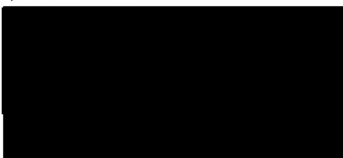

18.4. Variation

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



18.5. Governing Law

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

Signed for and on behalf of NICE

	Signature	Name and title	Date
Procurement			07 Mar 2023
Contract Manager	 		06 Mar 2023
Budget Holder			07 Mar 2023

Signed for and on behalf of the Provider

	Signature	Name and title	Date
Authorised Signatory:			21 Feb 2023

This contract is not valid until all Signatures have been completed

ANNEX 1

The Project Services

1. Objectives

- 1.1. The objective of the Mailing Database Provider is to deliver highly accurate and contemporary mailing information in advance of publication dates for each of the British National Formulary Volumes, and provision of an enquiry handling service manned by knowledgeable staff. This will be achieved by;
 - 1.1.1. Provision and management of a bespoke mailing database, constructed from information sourced by the supplier, which includes all Health Care Professionals in the English NHS who are eligible to receive a hard copy of BNF publications (for current eligibility criteria see section 7). The database should be as contemporary as possible at all times.
 - 1.1.1.1. Production of mailing lists for bulk deliveries of BNF volumes to all eligible Health Care Professionals.
 - 1.1.1.2. Pro-active engagement with the Senior Pharmacists at each NHS Trust, Integrated care system, and their potential successor organisations, to ensure that their mailing information is up to date in advance of each bulk distribution
 - 1.1.1.3. Provision of an appropriately staffed enquiry handling service able to resolve email and telephone-based enquiries from NHS staff and eligible recipients relating to delivery of the BNF Volumes.
 - 1.1.1.4. An enquiry handling team who have an effective working knowledge of the eligibility criteria for receipt of BNF Volumes (section 7) and possess the high level of communication skills required to be able to explain them to, and discuss them with, NHS staff of all levels.
 - 1.1.1.5. Accurate updating and management of the mailing database in response to enquiries, with reference to the eligibility criteria.
 - 1.1.1.6. Providing an appropriately staffed enquiry handling service, able to resolve telephone and email based general enquiries and those relating to eligibility for the BNF Publications.

2. Specific tasks

2.1. Mailing database

- 2.1.1. The supplier will develop and manage a mailing database which includes all health care professionals who are eligible to receive a hard copy of BNF publications (for current eligibility criteria see annex 7). The database will include the following information regarding each individual: salutation, initials, surname, job title, location, department, speciality and directorate and the individual's professional registration number (GMC, GPhC etc). This information must be provided as a minimum in order to validate each individual's entry on the database. The database should be as current as possible at all times.

- 2.1.2. The database will be flexible, allowing for specific delivery arrangements to be set up for certain locations if requested. It will also allow for home addresses to be included for staff such as GP Locums who do not have a permanent work base.
- 2.1.3. The supplier will respond to changes to the eligibility criteria which may be made by NICE if required. These changes may be the addition/removal of staff in a particular professional group, or staff based at a new organisation. The supplier will respond to such changes by collecting any new data required and making the necessary amendments to the database. This process should be completed within reasonable timescales agreed with NICE.
- 2.1.4. NICE reserve the right to use information from the mailing database for other, non-commercial purposes if required. If additional use of the Data, outside of the BNF is required, then call off charges may apply.
- 2.1.5. The Contractor shall ensure they have in place a Privacy Policy which is available to persons eligible to receive a copy of the BNF Publications, which details as a minimum:
- The legal basis for the Processing
 - All consent's to collect, store, use and share the Data is obtained for every individual on the Database
 - That the Data will be shared with third parties or if appropriate specify that the Data shall be shared with NICE's BNF Delivery Partner.
 - The purpose of the sharing
 - That the Data will be used by the Contractor for communications in relation to the BNF Publications.
- 2.1.6. The Contractor shall provide NICE with a copy of the Privacy Policy within 14 days of contract commencement.
- 2.1.7. The Contractor shall ensure that individuals provide a positive opt-in consent to collect and use the Personal Data of persons eligible to receive a copy of the BNF Publications have been sought in compliance with the DPA 2018.

2.2. Delivery of counts and mailing lists

- 2.2.1. The supplier will deliver detailed counts, in line with the milestones set out in an agreed project plan, for each forthcoming distribution of a new BNF publication. The counts will be used by NICE to ensure enough copies are ordered and that the distribution is aligned with NICE's wider print supply strategy. The counts will be delivered to NICE electronically on the request of, and to the schedule set out, by NICE, at the start of each annual campaign. The counts will be broken down to show the number of copies required for each professional group.
- 2.2.2. The supplier will deliver electronic mailing lists for the BNF Volumes to NICEs distribution partner. These will be delivered 3 weeks in advance

of bulk distribution start dates, which will be provided by NICE. The lists will be constructed so as to ensure the most accurate and cost-effective delivery methods across different professional groups and working locations.

- 2.2.3. The supplier will deliver mailing lists to NICE's distribution partner on a monthly basis for validated requests for additional BNF volumes to be distributed monthly outside of the annual campaign.
- 2.2.4. The default delivery recipient at all Trusts should be the Chief Pharmacist or Head of Medicines Management, unless they specifically nominate another individual. In such cases the other individual's name should be added to the database as a preferred delivery recipient for that Trust, and all deliveries directed to them in future until amended by them or the Trust's Chief Pharmacist or Head of Medicines Management.
- 2.2.5. The default delivery recipient at all GP Surgeries should be the Practice Manager.
- 2.2.6. Individuals who are registered at multiple locations must only be sent a single copy.
- 2.2.7. Mailing lists will be uploaded to the BNF Delivery Partner's secure FTP site and details of how to access this will be provided by the BNF Delivery Partner.
- 2.2.8. Mailing lists will be encrypted using software such as PGP and delivered in a format, such as csv, which the BNF Delivery Partner can use without manipulation or data loss and as determined by the BNF Delivery Partner, and in agreement with NICE, to ensure that there is no delay in Healthcare Professionals receiving BNF Publications.
- 2.2.9. The supplier will deliver additional mailing lists and provide emailing services as required by NICE on an ad-hoc basis as a call off service under this contract.

2.3. Pro-active engagement

- 2.3.1. The supplier will proactively and regularly contact all eligible healthcare organisations, to ensure that the Database has accurate information on every Healthcare Professional who is eligible to receive hard copies of the BNF Publications.
- 2.3.2. The supplier will deliver email to all eligible healthcare organisations approximately 3 months before the start of distribution, to offer the option to reduce allocations of copies below the quantity stated in the mailing list. The wording of this email will be agreed with NICE and the email will also promote use of the BNF digital products (app and website).
- 2.3.3. The supplier will deliver a project plan for each bulk distribution to NICE for approval, 8 weeks in advance of the project start date. The supplier will work collaboratively with NICE and the BNF storage and distribution partner to create a project schedule for each distribution.
- 2.3.4. The supplier will agree a memorandum of understanding with the BNF Delivery Partner.

- 2.3.5. The supplier will agree to meet with NICE and/or the BNF Delivery Partner approximately 12 times per year.

2.4. Aiding NICE communications

- 2.4.1. The supplier will deliver communications such as letters and emails to all eligible healthcare organisations, on behalf of NICE and only in relation to the BNF Publications. Communications may need to be adapted for different groups/organisations. Text for communications by letter will be provided by NICE.

2.5. Enquiry handling and updating the database

- 2.5.1. The supplier will set up an enquiry management team. The supplier will train the team to support them in dealing with frequent and/or difficult callers, including developing an FAQs document. The enquiry management team will undertake the following tasks:
- 2.5.1.1. Responding to telephone and email enquiries, referencing the database and eligibility criteria and where appropriate arranging delivery of further copy(s) with the BNF storage and distribution partner and updating the database.
 - 2.5.1.2. All email enquiries will receive an automatic email reply acknowledging receipt and providing timescales for a response. Expected response times can be found in annex 2.
 - 2.5.1.3. Take a pro-active approach to encouraging NHS staff and healthcare professionals to keep their mailing information up to date, so as to ensure that they receive an adequate number of copies.
 - 2.5.1.4. Take a pro-active approach to encouraging Healthcare Professionals to take up use of the BNF digital products (app and website)
 - 2.5.1.5. If an enquiry relates to a professional group or individual who is outside the eligibility criteria, it should be referred to the contact at NICE or replied to using text pre-agreed with NICE.
 - 2.5.1.6. Accurately feedback NICE decisions and messages as and when requested by NICE.
 - 2.5.1.7. If a complaint is received where possible it should be resolved within the enquiry management timescales set out in annex 2 and forwarded to NICE.
 - 2.5.1.8. Identification and checking of postal returns and misdirected deliveries followed by validation and updating of database, this may involve liaison with the NICEs Distribution Provider.
 - 2.5.1.9. Delivery of monthly reports detailing monthly database activity and enquiries received. Enquiries will be categorised to identify trends.
 - 2.5.1.10. There should be published data validation processes.

2.5.1.11. The enquiry handling service will be required to be operational following contract commencement.

2.6. Helpdesk skills required

- 2.6.1. Ability to gather and maintain directory Data, specialising in NHS Healthcare Professionals
- 2.6.2. Providing high quality customer service
- 2.6.3. Resolving customer queries quickly and effectively
- 2.6.4. Understanding of the eligibility criteria for receiving the BNF Publications

ANNEX 2

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

KPI 1:

- The database accurately captures 100% of contact information for eligible Healthcare Professionals

Measured by: Feedback provided by BNF Delivery Partner

KPI 2:

- 99% of enquiries to receive a response within [REDACTED], and
- 80% of enquiries to be resolved within [REDACTED]

Measured by: Monitoring and analysis of enquiry response and resolution times

KPI 3:

- Provide the final mailing list for the BNF Publications, to the BNF Delivery Partner by 1 September each year, or by the date set out in the agreed campaign project plan, in a format agreed by all parties.

Measured by: Date file is supplied and BNF Delivery Partner is able to upload the file without data manipulation

In the event that prolonged non-compliance with any one of the SLA criteria, the contractor will,

- Provide a written plan for resolution of the non-compliance
- Supply at no cost, all required resources to resolve the specified non-compliance
- Review the resolution and seek a sign off from NICE confirming satisfactory resolution of the non-compliant issue(s)

2.0 Key Performance Indicators (KPI) and Reporting

The contractor will be required to report quarterly against annual business plan objectives and deliverables, as part of quarterly review meeting paperwork.

The quarterly reporting papers shall be issued to NICE no later than [REDACTED] working days before the scheduled quarterly review meeting, to summarise performance against the business plan objectives and overarching KPI's, as listed above.

As part of quarterly reporting, the contractor will be required to provide information on finance, staffing, contractual risks, performance against KPI's and business plan objectives, subcontractor performance, workforce planning, enquiry statistics and any other information reasonably required by NICE.

ANNEX 3

Payment Schedule

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

Funding			
Financial Year 1			
1st Quarter	£		2023/24
VAT (at prevailing rate)	£		
Qrt Total	£		
2nd Quarter	£		2023/24
VAT (at prevailing rate)	£		
Qrt Total	£		
3rd Quarter	£		2023/24
VAT (at prevailing rate)	£		
Qrt Total	£		
4th Quarter	£		2023/24
VAT (at prevailing rate)	£		
Qrt Total	£		
Year total	£		
VAT (at prevailing rate)	£		
Year 1 Total	£		
Financial Year 2			
1st Quarter	£		2024/25
VAT (at prevailing rate)	£		
Qrt Total	£		
2nd Quarter	£		2024/25
VAT (at prevailing rate)	£		
Qrt Total	£		
3rd Quarter	£		2024/25
VAT (at prevailing rate)	£		
Qrt Total	£		
4th Quarter	£		2024/25
VAT (at prevailing rate)	£		
Qrt Total	£		
Year total	£		
VAT (at prevailing rate)	£		
Year 2 Total	£		

Financial Year 3			
1st Quarter	£		2025/26
VAT (at prevailing rate)	£		
Qrt Total	£		
2nd Quarter	£		2025/26
VAT (at prevailing rate)	£		
Qrt Total	£		
3rd Quarter	£		2025/26
VAT (at prevailing rate)	£		
Qrt Total	£		
4th Quarter	£		
VAT (at prevailing rate)	£		
Qrt Total	£		
Year total	£		
VAT (at prevailing rate)	£		
Year 3 Total	£		

AGREEMENT TOTAL excl. VAT (3yrs)	149,820.60	
VAT (at prevailing rate)	29,964.12	
AGREEMENT TOTAL incl. VAT (3yrs)	179,784.72	

All invoices should be submitted following the quarterly review meeting (QRM) or after any requested resubmissions are satisfactorily received. Invoices will be paid retrospectively, for the previous quarter, in accordance with the figures set out in the annual business planning letter.

Annex 4

Key Dates

Edition	Publication date
BNF 86	September 2023
BNFC 2023	September 2023
BNFC 2025	September 2025

Annex 5

Call off Services Order

The following call of order shall be additional to the Agreement between the National Institute for Health and Care Excellence (NICE) and the contractor of _____ on the ____ Day of ____ 20xx (“the Agreement”).

For the purposes of this Call off Agreement:

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

This Call off order, pertains to the services of XXX (the “Services and Supply”) to be undertaken by the contractor and is agreed by the contractor and the NICE as a current addition to Annex 1 to the Agreement.

The Services and Supply will:

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

This Services and Supply consists of:

[To be completed]

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

The Milestones for deliverables which are required by NICE are detailed in this Memorandum. NICE requires, and the contractor will deliver quarterly a Monitoring Report in the form and by the times set out within annex 1 and annex 2.

Milestones

Due Date	Milestone

The contractor shall be deemed to have completed a Milestone by the Due Date notwithstanding any delay beyond the Due Date if such delay would not have occurred but for any act or omission of the NICE, anything done or omitted to be done on the NICE’s instructions or any other act or omission of a third party which was beyond the reasonable control of the contractor (for the avoidance of doubt such third parties do not include the contractor’s sub-contractors,).

Call off Pricing Schedule

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

		Financial Year 1	Date(s) for Submission of Invoice(s)
1st Quarter			
2nd Quarter			
3rd Quarter			
4th Quarter			
Total			
VAT (at prevailing rate)			
CALL OFF AGREEMENT TOTAL	£		

This Call off order shall be pursuant to the Agreement and all terms and conditions herein.

 Signature on behalf of the contractor
 Name
 Title
 Date

 Signature on behalf of the NICE
 Name
 Title
 Date

Annex 6

Variation to Agreement

Annex 6 to Agreement between National Institute for Health and Care Excellence (NICE) and the contractor of _____ on the ____ Day of ____ 20xx ("the Agreement").

For the purposes of this Memorandum of Agreement:

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

This Memorandum of Agreement to be undertaken by the contractor and is agreed by the contractor and the NICE as a current addition to Annex 1 to the Agreement.

The Development Services and Supply will:

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

This Development Services and Supply consists of:

[To be completed]

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

The Milestones for deliverables which are required by the NICE are detailed in this Memorandum. The NICE requires, and the contractor will deliver quarterly a Monitoring Report in the form and by the times set out within annex 1 and annex 2.

Milestones

Due Date	Milestone

The contractor shall be deemed to have completed a Milestone by the Due Date notwithstanding any delay beyond the Due Date if such delay would not have occurred but for any act or omission of the NICE, anything done or omitted to be done on the NICE's instructions or any other act or omission of a third party which was beyond the reasonable control of the contractor (for the avoidance of doubt such third parties do not include the contractor's sub-contractors).

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

Signature on behalf of the
contractor
Name
Title
Date

Signature on behalf of NICE
Name
Title
Date

Annex 7

Eligibility criteria for BNF Publications

The current eligibility criteria are shown below and currently displayed at <https://www.nice.org.uk/About/What-we-do/Evidence-Services/British-National-Formulary>

The eligibility criteria may change during the contract period.

Who is eligible to receive a shared copy

The following people are eligible to receive a shared copy of the BNF and the BNFC:

- Trust doctors or pharmacists who have a paediatric or accident and emergency speciality.
- Doctors who:
 - are employed by a social enterprise, community interest company or private company commissioned to provide NHS services, **and**
 - have a paediatric or accident and emergency speciality.
- Non-medical prescribers (independent and/or supplementary) who hold a V200 or V300 qualification and are employed by either:
 - an acute NHS trust, **or**
 - a social enterprise, community interest company or private company commissioned to provide NHS services.
- General practitioners and prescribing advisors (not including pharmacy technicians).
- Students studying pharmacy or for a non-medical prescribing V300 qualification.

If you are a doctor, pharmacist or non-medical prescriber and you do not have a paediatric or accident and emergency speciality, you can only receive a copy of the adult BNF.

NHS dentists are not eligible to receive printed copies.

Annex 8

The following instructions relate to the Personal Data collected by the Contractor where the Contractor is both the Data Controller and the Data Processor:

Subject matter of the Processing	NHS drug prescribers' Personal Data
Duration of the Processing	1 April 2023 – 31 March 2026
Purposes of the Processing	To ensure that all eligible NHS prescribers are sent, or given access to, a BNF and/or BNF for children.
Nature of the Processing	Data is collected, updated, stored and shared with to NICE's BNF Delivery Partner, for transfer to physical copies of the BNF publications for distribution.
Type of Personal Data	Names, addresses, phone numbers
Categories of Data Subject	NHS staff, Department of Health and Social Care
Plan for return and destruction of the Data once the Processing is complete	Data is continuously updated for the duration of the contract for future distributions of the published books and Wilmington's as the Data Controller shall have full responsibility for destruction of any Data in line with the Wilmington retention policy. For the avoidance of doubt, NICE has no responsibility regarding this Data other than the responsibilities described below.
Responsibilities of NICE regarding NICE's BNF Delivery Partner	NICE is in contract with the BNF Delivery Partner and takes full responsibility as the Data Controller regarding all Data shared from the Contractor to the BNF Delivery Partner. NICE ensures the Contractor that all contractual obligations regarding the Data Protection Act 2018 are fully described in the Contractual Agreement between NICE and the BNF Delivery Partner, including all instructions on the processing and destruction of the Personal Data.



Issuer National Institute for Health and Care Excellence

Document generated [REDACTED]

Document fingerprint [REDACTED]

Parties involved with this document

Document processed	Party + Fingerprint
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Audit history log

[illegible]

[REDACTED]

[REDACTED]

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