

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

1. BASIC DETAILS

1.	NAME AND ADDRESS OF CONTRACTOR (including Company Registration Number if relevant)	Basis Research Hanway House 24 Hanway Street London W1T 1UH			
2.	DESCRIPTION OF CONTRACTOR	Independent research consultancy			
3.	DESCRIPTION OF PROJECT SERVICES	Design, co-ordination, facilitation and evaluation of NICE Listens environmental sustainability project			
4.	NICE BUDGET HOLDER	<div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div>			
5.	NICE PROJECT MANAGER	<div style="background-color: black; width: 100px; height: 1.2em; display: inline-block;"></div>			
6.	NOMINATED MANAGER OF CONTRACTOR	<div style="background-color: black; width: 80px; height: 1.2em; display: inline-block;"></div>			
7.	CONTRACTOR AUTHORISED SIGNATORY	<div style="background-color: black; width: 150px; height: 1.2em; display: inline-block;"></div>			
8.	DATE AGREEMENT SIGNED	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px 10px;">09 Sep</td> <td style="padding: 2px 10px;">2022</td> <td style="width: 40px;"></td> </tr> </table>	09 Sep	2022	
09 Sep	2022				
9.	DATE AGREEMENT COMES INTO EFFECT (IF DIFFERENT FROM ABOVE)	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px 10px;">5th</td> <td style="padding: 2px 10px;">09</td> <td style="padding: 2px 10px;">2022</td> </tr> </table>	5th	09	2022
5th	09	2022			
10.	DATE AGREEMENT ENDS (IF FIXED DATE)	<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px 10px;">01</td> <td style="padding: 2px 10px;">02</td> <td style="padding: 2px 10px;">2023</td> </tr> </table>	01	02	2023
01	02	2023			
1.11.	CONTRACT NUMBER	<div style="background-color: black; width: 80px; height: 1.2em; display: inline-block;"></div>			
1.12	PROJECT NUMBER				

IT IS AGREED AS FOLLOWS

2. DEFINITIONS

"Agreement"	this Agreement and any Annexes attached to it.
"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 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 GDPR, the LED 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 GDPR, DAP 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
"GDPR"	means the General Data Protection Regulation (Regulation (EU) 2016/679)

“LED”	means Law Enforcement Directive (Directive (EU) 2016/680)
"NICE"	The National Institute for Health and Care Excellence, Level 1A, City Tower, Piccadilly Plaza, Manchester. M1 4BT
“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
“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 such measures adopted by it.

"Sub-processor"	means any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement
"the Contractor"	the person in 1.1 or any partner, employee, agent, sub-contractor or other lawful representative of the person in 1.1.
"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.

3. AGREEMENT

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

4. OBLIGATIONS OF THE CONTRACTOR

4.1. The Project Services

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

4.2. Sub-Contractors

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

4.3. Instructions

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

4.4. Financial Control

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

4.5. Communication

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

4.6. Laws and Regulation

- 4.6.1. The Contractor shall adhere to all laws and regulations relating to the provision of the Project Services.
- 4.6.2. The Contractor shall comply in all material respects with applicable environmental laws and regulations in force from time to time in relation to the Services. Where the provisions of any such legislation are implemented by the use of voluntary agreements or codes of practice, the Contractor shall comply with such agreements or codes of practices as if they were incorporated into English law subject to those voluntary agreements being cited in tender documentation.
- 4.6.3. While at NICE's Offices, the Contractor shall comply, and shall ensure that its employees comply with, the requirements of relevant Health and Safety and other relevant legislation, including regulations and codes of practice issued thereunder, and with NICE's and any Beneficiary's own policies and procedures.

- 4.6.4. The Contractor shall at all times maintain a specific Health and Safety at Work policy relating to the employment of his own staff whilst carrying out their duties in relation to the Contract on the NICE's or any Beneficiary's premises. The Contractor shall ensure the co-operation of its employees in all prevention measures designed against fire, or any other hazards, and shall notify NICE's of any change in the Contractor's working practices or other occurrences likely to increase such risks or to cause new hazards.

4.7. Taxation

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

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

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

5. OBLIGATIONS OF NICE

5.1. Monitoring

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

6. TERM

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

7. PAYMENT

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

8. STAFF AND RESOURCES

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

- 8.4. The Contractor shall notify NICE immediately of any investigation of or proceedings against the Contractor under the Equality Act 2010 and shall cooperate fully and promptly with any requests of the person or body conducting such investigation or proceedings, including allowing access to any documents or data required, attending any meetings and providing any information requested.
- 8.5. The Contractor shall indemnify NICE against all costs, claims, charges, demands, liabilities, damages, losses and expenses incurred or suffered by NICE arising out of or in connection with any investigation conducted or any proceedings brought under the Equality Act 2010 due directly or indirectly to any act or omission by the Contractor, its agents, employees or sub-contractors.
- 8.6. The Contractor shall impose on any sub-contractor obligations substantially similar to those imposed on the Contractor by this Clause 8.
- 8.7. NICE shall have the right to be consulted on what staff will be appointed to provide the Project Services.
- 8.8. The Contractor undertakes to NICE that any person assigned to NICE to supply the Project Services is an employee of the Contractor and that employee shall not be transferred from this assignment without the prior written consent of NICE.

9. INSURANCE

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

10. INTELLECTUAL PROPERTY AND COPYRIGHT

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

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

11. PUBLIC REPUTATION OF THE PARTIES

- 11.1. Both Parties recognise the other Party's public reputation and legal responsibilities. Each Party shall use all reasonable endeavours not to harm or compromise these.
- 11.2. The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA and/or the DPA, the content of this Contract is not Confidential Information. NICE shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA and/or the DPA.

- 11.3. Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for NICE to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public. And agrees to the public re-use of the documents provided that such reuse cites the source and do not misuse or deliberately mislead.

12. CONFIDENTIALITY

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

the purposes of auditing and collating information so as to ascertain a realistic market price for the goods supplied in accordance with the Contract, such exercise being commonly referred to as "benchmarking". NICE shall use all reasonable endeavours to ensure that such person(s) keeps the Confidential Information confidential and does not make use of the Confidential Information except for the purpose for which the disclosure is made. NICE shall not without good reason claim that the lowest price available in the market is the realistic market price.

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

12.7. The Contractor agrees that:

12.7.1. Without prejudice to the generality of clause 12.2, the provisions of this clause 12 are subject to the respective obligations and commitments of NICE under the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) and the Environmental Information Regulations 2004;

12.7.2. subject to clause 12.7.3, the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for NICE;

12.7.3. where NICE is managing a request as referred to in clause 12.7.2, the Contractor shall co-operate with NICE and shall respond within five (5) working days of any request by it for assistance in determining how to respond to a request for disclosure.

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

- 12.8.1. transfer any request for information, as defined under section 8 of the FOIA, to NICE as soon as practicable after receipt and in any event within five (5) working days of receiving a request for information;
 - 12.8.2. provide NICE with a copy of all information in its possession or power in the form that NICE requires within five (5) working days (or such other period as NICE or a Beneficiary may specify) of NICE or a Beneficiary requesting that Information; and
 - 12.8.3. provide all necessary assistance as reasonably requested by NICE to enable NICE to respond to a request for information within the time for compliance set out in section 10 of the FOIA.
- 12.9. NICE may consult the Contractor in relation to any request for disclosure of the Contractor's Confidential Information in accordance with all applicable guidance.
- 12.10. This clause 12 shall remain in force without limit in time in respect of Confidential Information which comprises Personal Data or which relates to a patient, his or her treatment and/or medical records. Save as aforesaid and unless otherwise expressly set out in the Contract, this clause 12 shall remain in force for a period of 3 years after the termination or expiry of this Contract.
- 12.11. In the event that the Contractor fails to comply with this clause 12, NICE reserves the right to terminate the Contract by notice in writing with immediate effect.

13. 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 Contractor 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 described in Annex 5 and for the purpose of performing the Services in accordance with the Contract and to ensure compliance with the Data Protection Legislation.

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

13.6.3. ensure that:

- a) the Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Annex 5);
- b) it takes all reasonable steps to ensure the reliability and integrity of any Contractor Personnel who have access to the Personal Data and
- c) ensure that they:
 - i. are aware of and comply with the Contractor's duties under this clause;
 - ii. are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - iii. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by NICE or as otherwise permitted by this Agreement; and
 - iv. have undergone adequate training in the use, care, protection and handling of Personal Data; and
- d) not transfer Personal Data outside of the 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 GDPR Article 46 or LED Article 37) as determined by the NICE;
 - ii. the Data Subject has enforceable rights and effective legal remedies;
 - iii. the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist NICE in meeting its obligations); and
 - iv. the Contractor complies with any reasonable instructions notified to it in advance by NICE with respect to the processing of the Personal Data;

- e) at the written direction of the NICE, delete or return Personal Data (and any copies of it) to NICE on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.

13.7. Subject to clause 13.8, the Contractor shall notify NICE immediately if it:

- a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- b) receives a request to rectify, block or erase any Personal Data;
- c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;

or

- f) becomes aware of a Data Loss Event.

13.8. The Contractor's obligation to notify under clause 13.7 shall include the provision of further information to NICE in phases, as details become available.

13.9. Taking into account the nature of the processing, the Contractor shall provide NICE with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 13.7 (and insofar as possible within the timescales reasonably required by the NICE) including by promptly providing:

13.9.1. NICE with full details and copies of the complaint, communication or request;

13.9.2. such assistance as is reasonably requested by NICE to enable NICE to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

13.9.3. NICE, at its request, with any Personal Data it holds in relation to a Data Subject;

- 13.9.4. assistance as requested by NICE following any Data Loss Event;
- 13.9.5. assistance as requested by NICE with respect to any request from the Information Commissioner's Office, or any consultation by NICE with the Information Commissioner's Office.
- 13.10. The Contractor shall maintain complete and accurate records and information to allow NICE to audit the Contractor's compliance with the requirements of this Clause 13 on reasonable notice and/or to provide NICE with evidence of its compliance with the obligations set out in this Clause 16 and to demonstrate its compliance with this clause.
- 13.11. The Contractor shall allow for audits of its Data Processing activity by NICE or NICE's designated auditor.
- 13.12. The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
- 13.13. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
 - 13.13.1. notify NICE in writing of the intended Sub-processor and processing;
 - 13.13.1.1. obtain the written consent of NICE;
 - 13.13.1.2. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 13 such that they apply to the Sub-processor; and
 - 13.13.1.3. provide NICE with such information regarding the Sub-processor as NICE may reasonably require.
- 13.14. The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
- 13.15. 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).
- 13.16. 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.

13.17. The Contractor agrees to indemnify and keep indemnified NICE against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith by NICE and any Beneficiary as a result of any claim made or brought by any individual or other legal person in respect of any loss, damage or distress caused to that individual or other legal person as a result of the Contractor's unauthorised processing, unlawful processing, destruction of and/or damage to any Personal Data processed by the Contractor, its employees or agents in the Contractor's performance of the Contract or as otherwise agreed between the Parties.

14. GIFTS AND PAYMENTS OF COMMISSION

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

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

15. INDEMNITY

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

16. LIMITATION OF LIABILITY

16.1. NICE shall not be liable to the Contractor for any indirect or consequent loss, damage, injury or costs whatsoever which arise out of or are connected with NICE's adherence or non-adherence to the terms and

conditions of this Agreement. Except in the case of death or personal injury caused by negligence, and fraudulent misrepresentation or in other circumstances where liability may not be so limited under any applicable law

17. TERMINATION

This Agreement shall terminate in the following circumstances -

17.1. Breach

- 17.1.1. In the event that either Party fails to observe or perform any of its obligations under this Agreement in any way then the other Party may end this Agreement on 30 days written notice; but
- 17.1.2. If the breach complained of by a Party, cannot be remedied to the satisfaction of that Party, then this Agreement shall end immediately on the service of such notice on the other Party;
- 17.1.3. In every other case if the breach complained of is remedied to the satisfaction of a Party within the notice period this Agreement shall not end;

17.2. Repeat of Breach

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

17.3. Insolvency

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

17.4. Change of Management Control

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

17.5. Unsatisfactory Evaluation of the Project Services

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

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

18. 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.


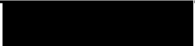




18.3. Variation

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

	Signature	Name and title	Date
Procurement		 Procurement Manager	09 Sep 2022
Contract Manager		 Senior Public Engagement Analyst, Science, policy and research programme	08 Sep 2022
Budget Holder		 Programme Director, Scientific affairs	09 Sep 2022

Signed for and on behalf
of the Provider

	Signature	Name and title	Date
Project Supervisor			02/09/22
Authorised Signatory:			02/09/22

This contract is not valid until all Signatures have been completed

ANNEX 1

The Project Services

To provide the design, recruitment, facilitation, evaluation, report writing and relevant project management for the NICE Listens environmental sustainability project (as laid out below) to address the following three objectives:

- a) To gather public opinion in what NICE's position and role in environmental sustainability should be
- b) To explore public opinion on how NICE should take into account environmental sustainability in its decision making and guidance
- c) To explore if and how the public would like to be involved in making decisions about their health and social care that impact on the environment

The wording and scope of these objectives is open to change based on the needs of the project and will be refined with the Contractor during the design phase of the project.

Throughout the project the Contractor is expected to employ best practice deliberative public engagement methods.

1. Design

To hold a 1.5 hour inception meeting in August 2022 to cover:

- the project's context, key issues, deadlines, outcomes and outputs
- the project aims and objectives
- agreement on sampling and research design including addressing any challenges to the proposed project plan
- how to develop stimulus for the study
- the process for deciding and producing support materials for the dialogue and experts to be engaged in the study
- how NICE strategy and regulatory policy development can be influenced as a result of the study
- how deliverables may best be designed in this context
- project outputs

- how to ensure the success of the project, including success criteria
- internal NICE approval processes and sign-offs

Following the inception meeting the Contractor shall lead and actively participate in the process of designing the NICE Listens environmental sustainability project, including:

- Attending additional preparatory meetings online or via the telephone with NICE staff;
- Gaining a detailed understanding of NICE's definition, remit, approach and challenges with respect to addressing environmental sustainability through discussion with NICE staff;
- Conducting rapid scoping reviews of relevant literature to understand the context of the NICE Listens environmental sustainability project and public attitudes towards environmental sustainability of health and care;
- Supporting the process of scoping and refining the questions to be discussed during the NICE Listens environmental sustainability project;
- Designing a stimulating and discursive agenda for each of the proposed three workshops. Each agenda shall be designed to ensure presentations and deliberative activities take place in a logical sequence, and support the ultimate aim of producing a written report as the main output;
- Engaging and briefing up to 8 expert speakers (who are able to communicate the issues in a format understandable to a lay audience) to attend the meeting;
- Reviewing the presentation materials prepared by expert speakers to ensure they are understandable, engaging and appropriate to their original brief, that content is not duplicated between speakers and that the presentations complement and fit with one another;
- Producing suitable briefing documents for participants, ensuring all relevant materials required before the event are sent in good time and in a format that is accessible to each individual e.g. printed, electronic, audio, braille;
- Designing and preparing materials for all plenary and small group activities for the event, including case studies and vignettes, ensuring these promote inclusivity, and elicit deliberation and outputs that are relevant to the topic and question for the project;

- Identifying, raising and helping to mitigate any potential problems or risks associated with the event in advance.

2. Recruitment

Recruiting a target of 25 people (minimum 24 people) to take part in a series of deliberative engagement sessions. Those recruited shall be from the general public and be representative of the adult population of England (those aged 18+). Age range, sex and gender, socio-economic status, disability status, sexual orientation, geographical location and ethnicity should all be considered when recruiting. The exact sample composition will be determined during inception discussions between NICE and the Contractor, and signed off by NICE. It is expected that the sample shall be broadly aligned with that proposed by the Contractor, shown in the table below:

Characteristic	Sampling
Age and life stage	Even spread across the 18-24, 25-44, 45-65 and over 65 age groups, with the aim of including people at different life stages (e.g. students, young professionals, those raising children, empty nesters and those who are retired).
Ethnicity	Purposively sampling (and overweighting) ethnic minority communities. Engagement with a small number of first-generation immigrants within each of the ethnic minority groups.
Location	Aim to recruit from targeted urban, rural and coastal locations, whilst ensuring coverage across the nine English regions.
Household income band	Recruit across a range of low, middle and higher incomes brackets.
Additional socio-demographics	Ensure a good spread of gender, representative of the national population across the different age groups, and monitor for sexual orientation.
Environmental considerations	<p>Given the nature of this topic, consideration should also be given to including people in the sample who may be impacted by environmental issues. For example:</p> <ul style="list-style-type: none"> • those who have experience of chronic conditions that are impacted by the environment (e.g. asthma) • those who receive medical treatments that have an impact on the environment (e.g. inhalers, anaesthetic gases) • those who are exposed to pollution (e.g. through living in urban areas)

Characteristic	Sampling
	<ul style="list-style-type: none"> • those who depend on the environment for their livelihood e.g. farmers, those working in the fishing industry • those whose housing is threatened by environmental changes (e.g. living on flood planes) • those who are climate refugees now living in England. <p>These are examples of the kinds of considerations that may be made whilst devising the sample, we welcome suggestions from the Contractor on the sample they feel is most appropriate.</p>

The Contractor is expected to take adequate actions to ensure the minimum number of participants (n=24) is maintained across fieldwork.

It is expected that recruitment will occur through the methods suggested by the Contractor i.e. working with their recruiter 'Acumen', however, if other methods are required this is acceptable but should be discussed and agreed with NICE first.

The relevant information to recruit a representative sample for the NICE Listens event shall be collected, stored, and processed by the Contractor and it will be their duty to ensure this is done according to relevant data protection laws including the General Data Protection Regulations.

3. Facilitation

The Contractor agrees to deliver three 'waves' of online deliberative public dialogue with 25 participants, supported by asynchronous individual digital engagement in between waves. Each wave will involve one workshop lasting at least two hours combining plenary and small group discussions moderated by six qualitative experts (with an additional research technician on hand in case of technical issues amongst moderators or participants).

In advance of the workshops the Contractor must:

- Determine the online platform that will be used and ensure it is appropriate for the proposed agenda and that event participants can access and use the platform prior to the event.
- Understand and support any specific accessibility requirements of event participants.
- Support any special or access requirements, such as providing training and support to those with limited IT knowledge, troubleshooting and resolving any

ongoing technological issues before the meeting or ensuring the platform has captioning functionality.

During the workshops/other activities the Contractor must:

- Chair and facilitate the event, particularly ensuring that:
 - ground rules are set and adhered to regarding expected etiquette and behaviour of event participants and speakers;
 - the event runs to time;
 - all participants have an equal opportunity to contribute to the discussion;
 - sufficient staff of appropriate levels of experience are provided to facilitate the plenary sessions and small group discussions;
 - discussions and presentations remain focused on the meeting topic and meet the aims and objectives of the event;
 - the event is monitored and recorded sufficiently to ensure all discussions and findings can be captured in the final written report, including monitoring how event participants' views change during the meeting using suitable means e.g. tracking questionnaires;
 - NICE staff are appropriately supported to observe the meeting;
 - any difficulties experienced by event participants are dealt with as promptly and effectively as possible.
- Generally provide support to all attending, letting NICE know immediately of any issues that might affect the success of the workshops.

4. Evaluation and Reporting

The Contractor shall lead on the evaluation and write up of findings from the NICE Listens environmental sustainability project event to deliver a written report that is publishable.

To do this the Contractor must design an appropriate evaluation plan that will allow collection of both process and impact data. It is expected that as part of this, evaluation tasks will be administered periodically during the NICE Listens events/workshops to track opinions, attitudes and beliefs.

The written report shall:

- Give background to the event including aims, objectives and methodology;
- Provide a detailed analysis of the event, including collection of feedback from the event participants;
- Show changes in opinions of event participants over time;
- Provide NICE with recommendations for incorporating the feedback into its work.

The first draft of the report shall be delivered no later than [REDACTED] 2022, with the final report being due by [REDACTED] 2023. The Contractor will be expected to provide NICE with two rounds of drafts of the report to allow for internal review.

The Contractor shall also consult NICE Listens event participants on the draft report to ensure it aligns with the feedback they gave. They shall update event participants on the progress of the report and send a copy to them once sign-off and approval has been given.

The Contractor may be required to present the report to the NICE Board at a public Board meeting and to support NICE with any reasonable requests for information to produce additional outputs and/or communication materials.

Following the end of the NICE Listens environmental sustainability project the Contractor shall attend a de-brief meeting with NICE. This will be approximately 1-2 hours in duration and take place via video conference. The meeting will cover any successes and/or improvements needed for future NICE Listens projects.

5. Project Management

The Contractor agrees to:

- Commence the project with a detailed workplan (project initiation document) outlining staffing, roles and responsibilities, timetabling activity, quality assurance and monitoring progress to meet agreed deadlines, and costings;
- Provide regular project updates to the NICE Listens project team including weekly project meetings as necessary;
- Manage all correspondence with NICE Listens event participants;
- Manage payments and expenses to NICE Listens event participants and speakers according to current NICE payment policies within one month of any NICE Listens events;
- Undertake and maintain a comprehensive risk assessment for NICE Listens, including, but not limited to, changes to budget, timescale slippages, recruitment problems and risks to NICE's internal or external reputation;

- Take actions to mitigate risks wherever possible and if mitigation is not possible, to raise any issues with NICE as soon as possible;
- Adhere to all relevant policies and regulations relating to information governance, data protection, copyright and intellectual property;
- Work with relevant NICE teams, for example Science Policy and Research, Public Involvement Programme, Facilities, Meetings in Public when required to achieve the highest quality project.

6. Timeframe

The NICE Listens environmental sustainability project shall be delivered between [REDACTED] 2022 to [REDACTED] 2023 with all fieldwork to take place no later than the week commencing 9^h November 2022 to allow time for analysis and report writing. The final report must be delivered by [REDACTED] 2023.

The suggested timeframe is:

Task	Date	Responsibility
Commissioning	25 July	NICE
Inception meeting	w/c 5 th September	NICE
Drafting of PID and agree sampling	w/c 5 th - 9 th September	All
Stakeholder engagement	w/c 12 th – 16 th September	Basis
Recruitment commences	w/c 12 th September	Basis
Drafting of topic guides and stimulus for Wave 1	w/c 19 th September	Basis
Sign-off of topic guides and stimulus for Wave 1	By 28 th September	NICE
Wave 1 fieldwork	5 th October	Basis
Interim analysis	6 th – 12 th October	Basis
Drafting of topic guides and stimulus for Wave 2	w/c 10 th – 17 th October	Basis
Sign-off of topic guides and stimulus for Wave 2	By 21 st October	NICE
Wave 2 fieldwork	26 th October	Basis
Interim analysis	27 th – 2 nd November	Basis
Drafting of topic guides and stimulus for Wave 3	w/c 31 st October – 7 th November	Basis
Sign-off of topic guides and stimulus for Wave 3	By 10 th November	NICE
Wave 3 fieldwork	16 th November	Basis
Interim analysis	17 th – 23 rd November	Basis
Final analysis and narrative development workshop	w/c 21 st November	All

Task	Date	Responsibility
Draft report v1	By 8 th December	Basis
Feedback on draft report v1	By 16 th December	NICE
Draft report v2	By 11 th January	Basis
Feedback on draft report v2	By 18 th January	NICE
Final report	By 25 th January	Basis

Exact timings to be agreed in initiation meeting. The timeframe is subject to change as agreed by NICE.

7. Quality Standards

To ensure the project is of a high standard the Contractor agrees to:

- Provide an experienced team including [REDACTED]
[REDACTED]
[REDACTED] Any changes to the project team must be agreed with NICE in advance;
- Develop materials drawing on the expertise of three senior lead researchers;
- Provide director-level review of a subset of transcripts and/or video recordings (minimum one instance per moderator) to check on the consistency/quality of delivery;
- Ensure senior sign-off all deliverables by the Contract Director (including screeners, topic guides, stimulus materials and reports);
- Ensure efficient, well-documented and, where possible, automated systems, processes and procedures to monitor and maintain the quality of the projects;
- Provide appropriate resourcing, sharing of knowledge and formal succession planning procedures to ensure continuity of provision and coverage for scheduled and unplanned absences;
- Maintain the security, confidentiality and integrity of NICE, participant and personal information;
- Communicate promptly any emerging risks;
- Operate in accordance with ISO 20252, the International Standard for market, opinion and social research and the Data Protection Act 2018;
- Abide by the Code of Conduct of the MRS, the Quality Commitment of the MRS Company Partner Service and the ESOMAR Code of Marketing & Social Research Practice.

NICE will require oversight and final sign-off of:

- The aims and objectives of the project;
- The project timeline;
- Risk assessment(s);

- Workshops agendas;
- Speaker briefing documents;
- Speaker presentations;
- Participant briefing documents;
- The evaluation report – first, second and final drafts;
- Any additional summary reports such as infographics;
- External communications regarding the project such as press releases.

To ensure the facilitation of the events is of a high standard, the Contractor agrees to allow at least one observer from NICE to be present at all sessions.

Any concerns with the standard of the work will be raised by NICE as soon as possible to address and rectify them.

ANNEX 2

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

Milestone	Date to be Completed
Inception Meeting	w/c 5 th September 2022
Project initiation document created	w/c 5 th September 2022
Sample framework agreed	w/c 5 th September 2022
Full agenda, topic guides, stimulus and speaker briefings sign-off	At least 1 week prior to each wave of fieldwork
Recruitment of participants	By start of first fieldwork date
Fieldwork to be completed	w/c 14 th November 2022
First draft of report to NICE	w/c 5 th December 2022
Second draft of report to NICE	w/c 9 th January 2023
Final report to NICE	w/c 23 rd January 2023

Exact timings to be agreed in initiation meeting. The timeframe is subject to change as agreed by NICE.

ANNEX 3

Waiver of Moral Rights and Assignment of Copyright





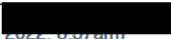

This Deed is made the day of September 2022

1. PARTIES

- 1.1. The National Institute for Health and Care Excellence, Level 1A, City Tower, Piccadilly Plaza, Manchester. M1 4BT ("NICE").
- 1.2. INSERT NAME AND ADDRESS OF AUTHOR ("the Author").

2. WAIVER AND ASSIGNMENT

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

	Signature	Name	Date
SIGNED AND DELIVERED as a Deed by the Author			02/09/22
Witnessed			
SIGNED AND DELIVERED as a Deed by an authorised signatory of NICE			08 Sep 2022
Witnessed	 <small>2022, 0.07am</small>		09 Sep 2022



ANNEX 4

Payment

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

Date of meeting and amount of funding		Financial Year	Date(s) for Submission of Invoice(s)
Net		2022-2023	
VAT (if applicable)			
TOTAL			
Net		2022-2023	
VAT (if applicable)			
TOTAL			
GRAND TOTAL	£49,813 (excl. VAT)		

ANNEX 5

Processing of Personal Data

Subject matter of the processing	Demographic and contact information of NICE Listens participants
Duration of the processing	6 th September 2022 to 18 th January 2023
Purposes of the processing	To ensure recruitment of a representative sample for the NICE Listens environmental sustainability project and to allow contact both during the project and for follow-up about NICE Listens/other NICE related work
Nature of the processing	Collection, storage, use, dissemination
Type of Personal Data	Name, address, phone number, email, age, gender, ethnicity, socioeconomic status/household income, disability status, employment status
Categories of Data Subject	Members of the public
Plan for return and destruction of the data once the processing is complete	<p>Anonymised and aggregated demographic data of participants to be passed to NICE at the end of the project.</p> <p>All other data to be destroyed within 12 months of the project end date.</p>



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