

NATIONAL INSTITUTE FOR HEALTH AND CARE EXCELLENCE

AGREEMENT FOR Leadership and Management Development Services

WeAreWiser Limited.
10 Bakers Yard,
Farringdon,
EC1R 3DD (“Wiser”)

Leadership and Management Development for NICE

CONTRACT NUMBER

PROJECT CODE

DATE SERVICES START

DATE SERVICES END

1. DEFINITIONS

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| "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 |

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| “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 |

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| “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" | WeareWiser Ltd or any partner, employee, agent, sub-contractor or other lawful representative. |
| "the Milestones" | the milestones as set out in Annex 2. |
| "the Project Services" | the Project Services set out in Annex 1. |

2. NICE wishes you to carry out the Services (the details of which are set out in Annex 1 under the terms and conditions of this Agreement.
3. You agree to carry out the Services in accordance with Annex 1 and to a quality acceptable to NICE
4. No material changes to the Services shall be permitted without the consent of NICE's Project Manager; the price for the Services is fixed and no further payments shall be made by NICE in excess of the agreed price.
5. You shall agree with NICE the use of any sub-contractor and you shall be responsible for any such sub-contractor.
6. You will comply fully with the lawful instructions of NICE Project Manager and if working in NICE, with NICE's office rules.
7. NICE may monitor the progress of the Services and you shall comply with all reasonable requests to this end. The Contractor shall send all invoices, clearly quoting the contract number, to [REDACTED]
[REDACTED]
[REDACTED] to send invoices electronically and have access to Tradeshift updates of the progress of invoices.

8. Payments will be made on the basis of invoices presented by you which shall be accurate in all respects.

9. You shall keep accurate books and records in respect of the Services and, if requested in writing by NICE allow them to be inspected.

10. Taxation:

10.1. Where You or other Key Individuals supplied under this agreement are liable to be taxed in the UK in respect of consideration received under this contract, you shall, and ensure that the you or 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.

10.2. Where You 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.

10.3. You agree that NICE may, at any time during the term of this contract, request you to provide information which demonstrates:

- a) how You or the Key Individuals comply with clauses 10.1 and 10.2 above; or why
- b) Clauses 10.1 and 10.2 are not applicable to You or the Key Individuals.

10.4. Where applicable, a request under clause 10.3 above may specify the information which you or the Key Individuals must provide and the period within which that information must be provided.

10.5. NICE may terminate this Contract if:

10.5.1. in the case of a request as per clause 10.3 above:

- a) You or the Key Individuals fails to provide information in response to the request within twenty [20] days, or
- b) You or the Key Individuals provides information which is inadequate to demonstrate either compliance with clauses 10.1 and 10.2 above or why these clauses do not apply to either You or the Key Individuals;

10.5.2. in the case of a request as per clause 10.3 above where you fail to provide the specified information within twenty [20] days, or

10.5.3. it receives information which demonstrates that, at any time when clauses 10.1 and 10.2 apply to you, and you are not complying with those clauses.

10.6. NICE may supply any information which it receives under Clause 10.3 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.

11. NICE reserves the unconditional right to withhold payment of the final invoice or invoices until the Services are successfully concluded.

12. **Staff and Responsibility**

12.1. ***You shall be solely responsible in every way for your staff and consultants (whether part-time or full-time).***

12.2. You shall ensure that you comply 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. You 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 10.2 and shall impose on any sub-contractor obligations substantially similar to those imposed on the Contractor by this Clause 10.2; and

12.3. In the management of its affairs and the development of its equality and diversity policies, You shall co-operate with NICE in respect of NICE's obligations to comply with statutory equality duties. You 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.

12.4. You 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.

12.5. You 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, you 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.

12.6. While at the Location, You shall comply, and shall ensure that your employees comply with, the requirements of relevant Health and Safety and other relevant legislation, including regulations and codes of practice issued there under, and with NICE's own policies and procedures.

12.7. You shall at all times maintain a specific Health and Safety at Work policy relating to the employment of your own staff whilst carrying out their duties in relation to the Contract on NICE's premises.

12.8. You shall ensure the co-operation of your employees in all prevention measures designed against fire, or any other hazards, and shall notify NICE of any change in your working practices or other occurrences likely to increase such risks or to cause new hazards.

13. Intellectual property and Public Reputation

13.1. All materials provided for delivery of the services shall remain vested with the owner of that intellectual property and copyright prior to commencement of the services.

13.2. You hereby grant NICE a non exclusive, perpetual, world wide and irrevocable licence to use any intellectual property provided to NICE in the form of training materials, for NICE's own use. If the training materials are produced from a third party intellectual property then you will procure that NICE has the rights to use that property in the intent of this clause.

13.3. NICE may grant the use of the rights under clause 13.2 to a third party in whole or in part provided that the recipient of the third party services is NICE.

14. Both you and NICE recognise the importance of the public reputation and legal responsibilities of each other. Neither you nor NICE will do anything either directly or indirectly to harm this.

15. NICE agrees that You may use the existence of this contract and NICE as a customer in promotional material. For the benefit of doubt this does not extend to the use of NICE logo.

16. Confidentiality

16.1. You recognise that as a result of this Agreement and your relations with NICE you may be informed of information which is confidential. In respect of any Confidential Information it may receive from the other party ("the Discloser") and subject always to the remainder of this Clause 15, 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:

16.1.1. 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;

16.1.2. the provisions of this Clause 15 shall not apply to any Confidential Information which:

- i. is in or enters the public domain other than by breach of the Contract or other act or omissions of the Recipient;
- ii. is obtained by a third party who is lawfully authorised to disclose such information; or
- iii. is authorised for release by the prior written consent of the Discloser; or

iv. the disclosure of which is required to ensure the compliance of NICE with the Freedom of Information Act 2000 (the FOIA).

16.2. Nothing in this Clause 15 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 you is the Recipient, to your immediate or ultimate holding company provided that You procure that such holding company complies with this Clause 15 as if any reference to you in this Clause 15 were a reference to such holding company.

16.3. You authorise NICE to disclose the Confidential Information to such person(s) as may be notified to you 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 and any Beneficiary 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.

16.4. You acknowledge that NICE is subject to the FOIA. You note and acknowledge 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. You 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 you from time to time) to the extent that they apply to your performance under the Contract.

16.5. You agree that without prejudice to the generality of Clause 15.2, the provisions of this Clause 15 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;

16.6. You agree that subject to Clause 15.7, the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for NICE (as the case may be);

16.7. You agree that where NICE is managing a request as referred to in Clause 15.6, You shall co-operate with NICE making the request 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.

16.8. You shall and shall procure that your sub-contractors shall:

16.8.1. 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;

16.8.2. 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

16.8.3. 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.

16.9. NICE (as the case may be) may consult You in relation to any request for disclosure of Your Confidential Information in accordance with all applicable guidance.

16.10. Clause 15 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, Clause 15 shall remain in force for a period of 3 years after the termination or expiry of this Contract.

16.11. In the event that you fail to comply with Clause 15, NICE reserves the right to terminate the Contract by notice in writing with immediate effect.

17. Data Protection

17.1. 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:

17.1.1. to maintain technical and organisational security measures sufficient to comply with the obligations imposed on NICE and the Contractor by the Data Protection Legislation.

17.1.2. only to process Personal Data for and on behalf of NICE, in accordance with the instructions of NICE as describe in Annex 4 and for the purpose of performing the Services in accordance with the Contract and to ensure compliance with the Data Protection Legislation.

17.2. The Parties acknowledge that for the purposes of the Data Protection Legislation, NICE is the Controller and the Contractor is the Processor.

17.3. The Contractor shall only process Personal Data as authorised by NICE and described in Annex 4 and shall not process or use the Personal Data for any other purpose. The details in Annex 4 may not be determined by the Contractor.

17.4. The Contractor shall notify NICE immediately if it considers that any of NICE instructions infringe the Data Protection Legislation.

17.5. 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 the NICE, include:

17.5.1. a systematic description of the envisaged processing operations and the purpose of the processing;

17.5.2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;

17.5.3. an assessment of the risks to the rights and freedoms of Data Subjects; and

17.5.4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

17.6. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

17.6.1. process that Personal Data only in accordance with Annex 4, 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;

17.6.2. 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;

17.6.3. ensure that:

a) the Contractor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Annex 4);

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.

17.7. Subject to clause 16.8, 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.

17.8. The Contractor's obligation to notify under clause 16.7 shall include the provision of further information to NICE in phases, as details become available.

17.9. 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 16.7 (and insofar as possible within the timescales reasonably required by the NICE) including by promptly providing:

- 17.9.1. NICE with full details and copies of the complaint, communication or request;
- 17.9.2. 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;
- 17.9.3. the NICE, at its request, with any Personal Data it holds in relation to a Data Subject;
- 17.9.4. assistance as requested by NICE following any Data Loss Event;
- 17.9.5. 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.
- 17.10. 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 16 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.
- 17.11. The Contractor shall allow for audits of its Data Processing activity by NICE or the NICE's designated auditor.
- 17.12. The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
- 17.13. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
- 17.14. notify NICE in writing of the intended Sub-processor and processing;
- 17.14.1. obtain the written consent of the NICE;
- 17.14.2. enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 15 such that they apply to the Sub-processor; and
- 17.14.3. provide NICE with such information regarding the Sub-processor as NICE may reasonably require.
- 17.15. The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
- 17.16. NICE may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 17.17. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. NICE may on not less than 30 Working Days' notice to the

Contractor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

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

18. You shall not offer any payment or gift to any member of staff of NICE or their family and shall comply with the Bribery Act 2010. If this clause is breached with or without the your knowledge, NICE shall be entitled: a) to terminate the Agreement and recover from the Contractor the amount of any loss (including any consequential loss) resulting directly from the breach and/or termination; and b) to recover from the Contractor the amount or value of any such gift, consideration or commission

19. You shall maintain appropriate insurance to cover any liabilities you may have to NICE under this Agreement.

20. You 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 any breach by you 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.

21. NICE shall only be liable to you for the payment for the Services.

22. In the event that you fail to observe or perform any of your obligations under this Agreement in any way then NICE may end this Agreement immediately.

23. On termination of this Agreement for failure to deliver under clause 21, you immediately agree to return to NICE all NICE material, and to cease associating yourself with NICE.

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

25. You shall not hold yourself out as acting on behalf of NICE without the permission of NICE.

26. This Agreement cannot be varied except by the written consent of the nominated officers of both Parties.

27. This Agreement shall be governed in all respects by English Law and the parties agree to the jurisdiction of the courts of England and Wales

Please study this letter carefully. It should not be signed unless you understand and agree its contents. It should be signed by an authorised signatory and returned to the NICE Contract Manager as soon as possible.

Authorised Signatories

[Redacted]

Senior OD, Learning & Talent Manager

NICE CONTRACT MANAGER

Signature: [Redacted]

Date [Redacted]

[Redacted]

Interim Chief People Officer

NICE BUDGET HOLDER

Signature: [Redacted]

Date [Redacted]

[Redacted]

Associate Director of Procurement

NICE PROCUREMENT

Signature: [Redacted]

Date [Redacted]

[Redacted]

AUTHORISED SIGNATORY OF THE
CONTRACTOR

Signature: [Redacted]

Date [Redacted]

This contract is not valid until all Signatures have been completed

ANNEX 1

The Services

The discovery, design and delivery of a leadership and management development programme for all people managers at NICE (approx. 300 delegates). The programme will be delivered mainly at NICE's Manchester Office and our London Office (split determined by staffing ratios at each site). The programme delivery will commence in July 2022 and be fully delivered by March 2023, including all evaluation and an outcome report. The content of the programme will be aligned to NICE's target culture and ensure managers and leaders have the appropriate management and leadership skills to support NICE's shift towards the target culture as well as providing them with the confidence and competence to manage people successfully.

The design and build of a Change Management pre course video that will be shown to NICE employees joining the programme about the the change story and how the management development programme will enable managers to contribute to the transformational changes in their own area by operating in line with the target culture and strategic drivers which are embedded within the management development programme and be incorporated in content delivery.

This will include:

- Pre-production and video planning
- One day of filming 2x executives
- Editing
- Motion graphics design and build
- 5-7 minute video

This includes up to 3 days of consolidated amends.

Quality Standards

- All required changes to content and delivery approach identified during review of Cohort 1 are effective from cohort 6
- An increase in management confidence scores (between pre and post cohort survey) for every cohort
- Positive programme evaluation result

ANNEX 2

The Milestones

| Task | Date to be Completed |
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| PROGRAMME DISCOVERY | |
| Discover the management and leadership skills NICE needs for future success | 30 th June 2022 |
| Determine the current skill levels to define the performance gap | 30 th June 2022 |
| Plan how to develop leaders and managers to close the performance gap and to meet the business outcomes and objectives | 30 th June 2022 |
| Create a framework to outline the required skills, behaviours and competencies | 30 th June 2022 |
| Set out the organisational conditions which underpin programme success for NICE's pathway | 30 th June 2022 |
| PROGRAMME DESIGN | |
| Use the programme overview to create learning and development modules relevant to the cohort | 31 st July 2022 |
| Design the modules in a way that deeply embeds new skills and builds collaborative networks | 31 st July 2022 |
| Create a bespoke confidence survey to analyse the current skills of NICE leaders and managers against where they need to be | 31 st July 2022 |
| Provide opportunities to continuously adjust the programme to ensure learner success and meet the changing needs of your business | 31 st July 2022 |
| PROMOTION & SIGN UPS | |

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| Partner closely with your HR team, Comms team and senior leadership who will be responsible internally for communicating the need for this training. | 31 st July 2022 |
| Management programme dates, venues and rooms booked | 30 th June 2022 |
| CHANGE MANAGEMENT VIDEO | |
| Pre-Production Filming 2x executives in London office <ul style="list-style-type: none"> - Editing - Motion graphics 3x days of amends | 8 th August 2022 9 th – 12 th August First draft: 17 th August |

MANAGEMENT PROGRAMME DELIVERY (including pre and post delivery)

3 x full-day in-person (with more space built in for practice)

3 x 60-minute Learning Pods (facilitated by a leader from NICE building further networks across the business*)

3 x reflective logs

Delivery of cohorts 13 of management programme with the following completion dates (see below)

Relevant members of HR team shadowing programme delivery and support from Wiser regarding preparations for NICE leading this programme from June 2023

Before every cohort:

- Issue confidence survey and generate a report on an individual basis and then assimilate findings across the group for maximum impact. This will then be used as part of the build of the programme, ensuring it addresses all the needs of the group and to evaluate the success of the programme once complete.
- Set up pre-programme briefing calls to set the scene and empower participants, including a short video designed by the Wiser films team that can be circulated

After every cohort:

- Post work playlists to support learning shared with delegates
- Share confidence survey scores with HR team
- Cohort evaluation

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|----------|---------------------------|
| Cohort 1 | 9 th Nov 2022 |
| Cohort 2 | 17 th Nov 2022 |
| Cohort 3 | 23 rd Nov 2022 |
| Cohort 4 | 14 th Dec 2022 |
| Cohort 5 | 11 th Jan 2023 |
| Cohort 6 | 31 st Jan 2023 |
| Cohort 7 | 15 th Feb 2023 |
| Cohort 8 | 28 th Feb 2023 |

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| Cohort 9 & 10 | 28 th March 2023 |
| Cohort 11 | 18 th April 2023 |
| Cohort 12 | 27 th April 2023 |
| Cohort 13 | 9 th May 2023 |
| EVALUATION | |
| In depth review of all evaluation results and confidence survey outcomes at the close of the programme including handover of final materials and ensuring HR team ready to delivery programme on an ongoing basis | 31 st May 2023 |

ANNEX 3

Payment

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

| Amount of Funding | | Financial Year | Date(s) for Submission of Invoice(s) |
|----------------------------|--|----------------|--------------------------------------|
| Programme Discovery | | | |
| Net | | | 30 th June 2022 |
| VAT (if applicable) | | | |
| TOTAL | | | |
| Programme Design | | | |
| Net | | | 31 st July 2023 |
| VAT (if applicable) | | | |
| TOTAL | | | |
| Programme Delivery | | | |
| Cohort 1 delivery | | | |
| Net | | | 9 th Nov 2022 |
| VAT (if applicable) | | | |
| TOTAL | | | |
| Cohort 2 delivery | | | |
| Net | | | 17 th Nov 2022 |
| VAT (if applicable) | | | |
| TOTAL | | | |
| Cohort 3 delivery | | | |
| Net | | | 23 rd Nov 2022 |
| VAT (if applicable) | | | |
| TOTAL | | | |
| Cohort 4 delivery | | | |
| Net | | | 14 th Dec 2022 |

| | | | |
|------------------------|--|--|-----------------------------|
| VAT (if applicable) | | | |
| TOTAL | | | |
| Cohort 5 delivery | | | |
| Net | | | 11 th Jan 2023 |
| VAT (if applicable) | | | |
| TOTAL | | | |
| Cohort 6 delivery | | | |
| Net | | | 31 st Jan 2023 |
| VAT (if applicable) | | | |
| TOTAL | | | |
| Cohort 7 delivery | | | |
| Net | | | 15 th Feb 2023 |
| VAT (if applicable) | | | |
| TOTAL | | | |
| Cohort 8 delivery | | | |
| Net | | | 28 th Feb 2023 |
| VAT (if applicable) | | | |
| TOTAL | | | |
| Cohort 9 & 10 delivery | | | |
| Net | | | 28 th March 2023 |
| VAT (if applicable) | | | |
| TOTAL | | | |
| Cohort 11 delivery | | | |
| Net | | | 18 th April 2023 |
| VAT (if applicable) | | | |
| TOTAL | | | |
| Cohort 12 delivery | | | |
| Net | | | 27 th April 2023 |

| | | | |
|--|----------------|--|--|
| VAT (if applicable) | ██████ | | |
| TOTAL | ██████ | | |
| Cohort 13 delivery | | | |
| Net | ██████ | | 9 th May 2023 |
| VAT (if applicable) | ██████ | | |
| TOTAL | ██████ | | |
| Final Evaluation & Handover | | | |
| Net | ██████ | | 31 st May 2023 |
| VAT (if applicable) | ██████ | | |
| TOTAL | ██████ | | |
| Change Management Video | | | |
| Net | ██████ | | 17 th August |
| VAT (if applicable) | | | |
| | | | |
| Travel | ██████ | | At use and at cost and subject to NICE's travel and subsistence policy |
| GRAND NET TOTAL | £79,300 | | |
| VAT (if applicable) | £15,860 | | |
| GRAND TOTAL | £95,160 | | |

| | |
|--|--|
| Identity of the Controller and Processor | Controller: NICE Processor: WeareWiser |
| Subject matter of the processing | Wiser will receive responses to an online survey asking delegates to rate their confidence level against a set of management behaviours. NICE will sent out all links to surveys, joining instructions, pre and post reading. Wiser will supply links/content to be shared with delegates |
| Duration of the processing | Until end of contract- 31st May 2022 |
| Purposes of the processing | The purpose of the processing is to allow participants of the programme to access programme materials. |
| Nature of the processing | Data will be transferred from NICE to Wiser, it will then be collected, recorded, stored and organised and used by Wiser. When no longer needed it will be deleted. |
| Type of Personal Data | Name and personal confidence rating against management behaviours Names of attendees in each cohort |
| Categories of Data Subject | NICE staff members |
| Plan for return and destruction of the data once the processing is complete | At the end of the contract, Wiser will destroy/delete details of NICE staff. |



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