

NATIONAL INSTITUTE FOR HEALTH AND CARE EXCELLENCE

AGREEMENT FOR Training Services

Affina Organisational Development Ltd

Old Bakery Mews

156B Rectory Road

Farnborough

GU14 8AL



Leadership Development Programme – Health Tech and Medicines Optimisation

CONTRACT NUMBER

PROJECT CODE

740405
7347

DATE SERVICES START

DATE SERVICES END

31/03/202
5

1. 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" Affina Organisational Development 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 separate purchase order number, to [REDACTED] alternatively the Contractor can register with [REDACTED] [REDACTED] to send invoices electronically and have access to [REDACTED] 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, solely 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. Any Intellectual property which is created during the course of the work will be equally owned by both parties.
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. Confidentiality

- 15.1. 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:
- 15.1.1. 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;
 - 15.1.2. 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).
- 15.2. 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.

- 15.3. 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.
- 15.4. 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.
- 15.5. 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;
- 15.6. 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);
- 15.7. 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.
- 15.8. You shall and shall procure that your sub-contractors shall:

- 15.8.1. 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;
 - 15.8.2. 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
 - 15.8.3. 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.
- 15.9. 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.
- 15.10. 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.
- 15.11. 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.

16. Data Protection

- 16.1. 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:
- 16.1.1. to maintain technical and organisational security measures sufficient to comply with the obligations imposed on NICE and the Contractor by the Data Protection Legislation.
 - 16.1.2. 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.
- 16.2. The Parties acknowledge that for the purposes of the Data Protection Legislation, NICE is the Controller and the Contractor is the Processor.
- 16.3. 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.

- 16.4. The Contractor shall notify NICE immediately if it considers that any of NICE instructions infringe the Data Protection Legislation.
- 16.5. 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:
 - 16.5.1. a systematic description of the envisaged processing operations and the purpose of the processing;
 - 16.5.2. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - 16.5.3. an assessment of the risks to the rights and freedoms of Data Subjects; and
 - 16.5.4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 16.6. The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - 16.6.1. 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;
 - 16.6.2. 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;
 - 16.6.3. 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.

16.7. 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.
- 16.8. 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.
- 16.9. 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:
- 16.9.1. NICE with full details and copies of the complaint, communication or request;
 - 16.9.2. 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;
 - 16.9.3. the NICE, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 16.9.4. assistance as requested by NICE following any Data Loss Event;
 - 16.9.5. 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.
- 16.10. 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.
- 16.11. The Contractor shall allow for audits of its Data Processing activity by NICE or the NICE's designated auditor.
- 16.12. The Contractor shall designate a data protection officer if required by the Data Protection Legislation.

- 16.13. Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:
 - 16.14. notify NICE in writing of the intended Sub-processor and processing;
 - 16.14.1. obtain the written consent of the NICE;
 - 16.14.2. 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
 - 16.14.3. provide NICE with such information regarding the Sub-processor as NICE may reasonably require.
 - 16.15. The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
 - 16.16. 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).
 - 16.17. 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.
 - 16.18. 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.
17. 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
18. You shall maintain appropriate insurance to cover any liabilities you may have to NICE under this Agreement.

19. 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.
20. NICE shall only be liable to you for the payment for the Services.
21. 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.
22. On termination of this Agreement for whatever reason, you immediately agree to return to NICE all NICE material, and to cease associating yourself with NICE.
23. 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
24. You shall not hold yourself out as acting on behalf of NICE without the permission of NICE.
25. This Agreement cannot be varied except by the written consent of the nominated officers of both Parties.
26. Project Cancellation
 - 26.1. If a workshop is cancelled by NICE after written agreement (email would be in writing) has been given by both parties, NICE will pay you on the following basis:
 - 26.2. Sessions cancelled/postponed 15 Business Days or less before the agreed delivery date: 100% of the Charges plus any Incurred Expenses; and
 - 26.3. Sessions cancelled/postponed between 16 and 30 Business Days (inclusive) before the agreed delivery date: 50% of the Charges plus any Incurred Expenses.
 - 26.4. You will endeavour to agree all development sessions in advance. Where the project is delayed and dates get rearranged, you will make every attempt including at least 3 email communications to reschedule any postponed sessions and/or to agree dates not agreed in advance. If dates are not (re)scheduled after a period of 3 months you may consider the project as terminated and the work under the Scope of Work fulfilled.
27. You will have robust contingency plans in place to prevent postponement of any workshops in the event of sickness or absence of the delivery team. In the unlikely event that it were not possible to resource a scheduled workshop session both parties will look to postpone to a different mutually convenient date within 4 weeks of the of the original date.

28. 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]

Head of OD and Talent

NICE CONTRACT MANAGER

Signature: [Redacted]

Date 18 Nov 2024

[Redacted]

Chief People Officer

NICE BUDGET HOLDER

Signature: [Redacted]

Date 22 Nov 2024

[Redacted]

Associate Director Procurement

NICE PROCUREMENT

Signature: [Redacted]

Date 21 [Redacted]

[Redacted]

Chief Operating Officer

AUTHORISED SIGNATORY OF THE CONTRACTOR

Signature: [Redacted]

Date 22 Nov 2024

This contract is not valid until all Signatures have been completed

ANNEX 1

The Services

Specific objectives for Medicines SLT:

The Medicines SLT comprises the executive Director for Medicines, and 3 programme directors (PDs).

We would like the Medicines programme of work to include focused, one-to-one individual coaching for the executive Director of Medicines (minimum of 6 session), as well as development activity which brings the 4 members of the SLT together.

The key aims are

1. To support the Medicines executive director in further developing their skills and confidence to effectively lead and develop the Medicines SLT
2. Address any outstanding tensions within Medicines SLT, building trust and relationships and the ability to move beyond historic issues and challenges
3. Establish a united, cohesive SLT, who are clear on individual roles and responsibilities, mutual accountabilities, ways of working, and leadership approach and priorities, aligned to NICE's values and behaviours
4. Help Medicines SLT to develop and implement an approach to improving the effectiveness of their broader Medicines teams, establishing clear team purposes, more effective team structures and better performance and business management
5. Establish a more effective team working environment, fostering increased ownership, engagement, and collaboration within and across their teams, which create the conditions for continuous improvement
6. Establish the conditions and skills for better collaborative working with teams across NICE, including with the Health Tech team

Specific objectives for Health Tech SLT:

The Health Tech SLT comprises the executive Director for Health Tech, 2 PDs, and 4 other senior roles.

We would like the programme of work for Health SLT to focus on collective team development (no individual coaching for the executive lead is required in this case)

The key aims are

1. Address any outstanding tensions within Health Tech SLT, building trust and relationships and the ability to move beyond historic issues and challenges
2. Establish a united, cohesive Health Tech SLT, who are clear on individual roles and responsibilities, mutual accountabilities, ways of working, and leadership approach and priorities, aligned to NICE's values and behaviours
3. Help Health Tech SLT to develop and implement an approach to improving the effectiveness of their broader Health Tech teams, establishing clear team purposes, more effective team structures and better performance and business management
4. Establish a more effective team working environment, fostering increased ownership, engagement, and collaboration within and across their teams, which create the conditions for continuous improvement

5. Establish the conditions and skills for better collaborative working with teams across NICE, including with the Medicines team

In addition:

We would like all development for Medicines and Health Tech to be closely embedded in the 'real' work the SLTs need to do, with outputs aligned to the tangible improvements both SLTs are seeking to deliver.

We are also keen that the development of the two teams identifies, acknowledges and seeks to reinforce the relatedness and shared context of the two teams, supporting them to work more effectively together

To enable this, it is important to us that the Directors of both Medicines and Health Tech are involved in shaping the programme of work.

It is also important that the OD team is able to work closely with the provider, to support the on-going embedding of the work in the longer term.

Quality Standards

1. Health Tech and Medicines Senior Leadership Team (SLTs) to be closely involved in shaping this work.
2. The provider will be expected to provide regular provide updates and feedback based on observations about progress to the OD team throughout the process.
3. It is also important that the OD team is able to work closely with the provider, to support the on-going embedding of the work in the longer term, and to support development of internal OD capability.
4. All delivery work will need to be delivered by March 31st 2025.
5. The programme should complement NICE's approach to Continuous Quality Improvement (CQI).

ANNEX 2

The Milestones

Indicative Timescale TBC	Item & Content
Oct 2024 (will be dependent on contract notification if successful)	
Nov 2024 – Mar 2025	
Nov 2024	
Nov/Dec 2024	
Dec 2024	
Dec 2024	
Jan 2025	
Jan/Feb 2025	
Feb 2025	
Mar 2025	
Mar 2025	

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)
Contracting, Engagement & Assessment		2024/25	December 2024
Net	£ [REDACTED]		
VAT (if applicable)	£ [REDACTED]		
TOTAL	£ [REDACTED]		
Team Coaching Session 1 & 2 plus Joint day 1		2024/25	January 2024
Net	£ [REDACTED]		
VAT (if applicable)	£ [REDACTED]		
TOTAL	£ [REDACTED]		
Team Coaching Sessions 3. & 4 plus joint day 2		2024/25	February 2025
Net	£ [REDACTED]		
VAT (if applicable)	£ [REDACTED]		
TOTAL	£ [REDACTED]		
121 Coaching, reviews and reassessment		2024/25	March 2025

Net	£ [REDACTED]		
VAT (if applicable)	£ [REDACTED]		
TOTAL	£ [REDACTED]		
GRAND TOTAL	£54,720 incl VAT		

Annex 4

Identity of the Controller and Processor	Controller: NICE Processor: Affina Organisation Development Ltd
Subject matter of the processing	Contact details of NICE staff will be supplied to the processor so that pre-work can be sent to workshop participants ahead of workshop sessions Confidential notes of coaching sessions with the Director of Medicines Optimisation will be captured as part of coaching sessions
Duration of the processing	Until end of contract- 31st March 2025
Purposes of the processing	The purpose of the processing is to allow participants of the.
Nature of the processing	Coaching notes will only be kept for the purposes of planning sessions. When no longer needed they will be deleted.
Type of Personal Data	Name and work email addresses. Notes from coaching sessions
Categories of Data Subject	NICE staff members participating in the programme and specifically the Director of Meds Op re coaching
Plan for return and destruction of the data once the processing is complete	At the end of the contract, will destroy/delete details of NICE staff.

Annex 5

Copy of the tender submitted by Affina Organisational Development

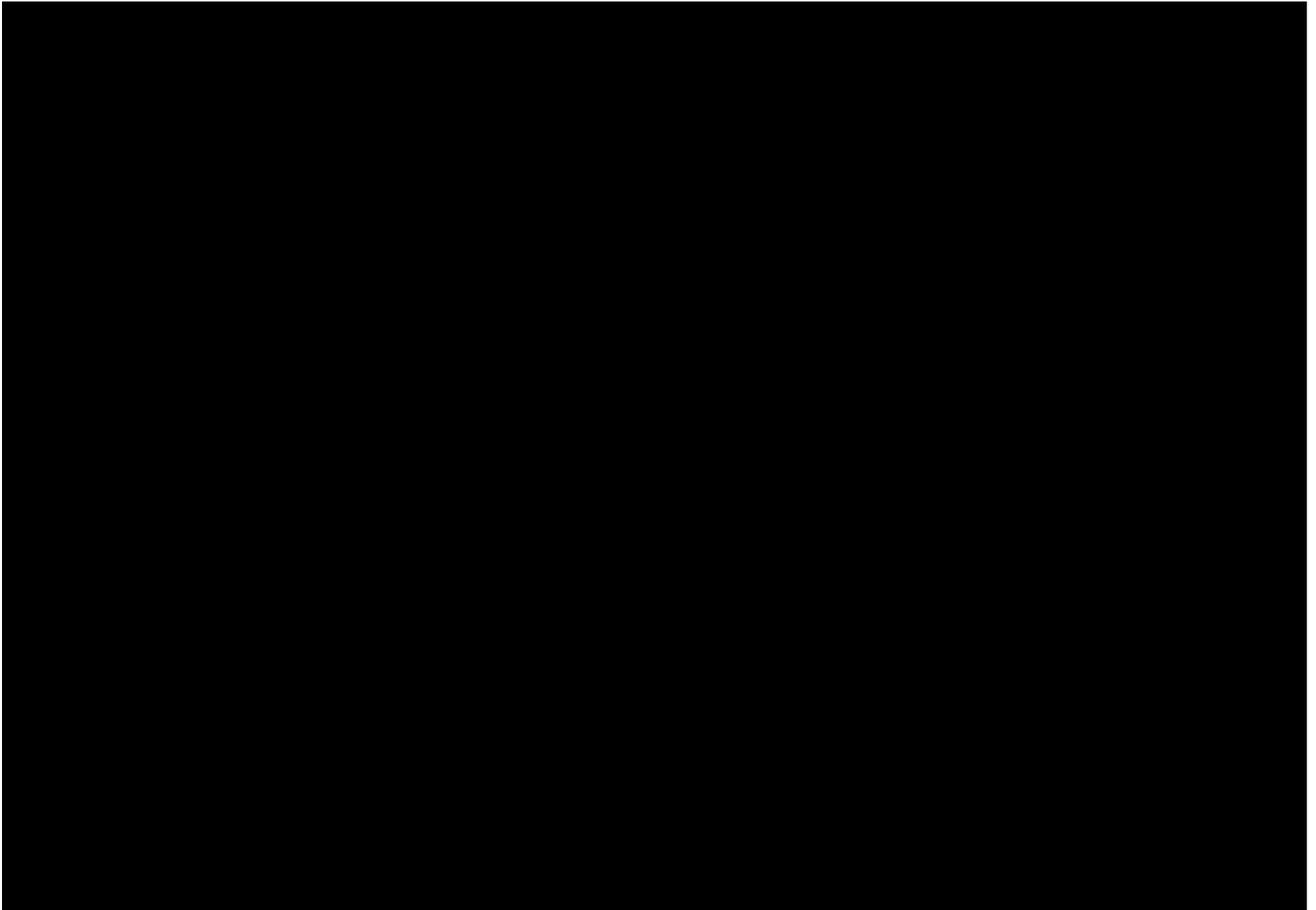


Specialists in team based working

Proposal

NICE Medicines and Med Tech Leadership Team Development Programme Tender

27th September 2024



[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

Methodology

2. Please explain the methodology you are proposing to achieve our desired objectives, including how and when you will provide feedback/observations to the OD team:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Timing

3. Please provide details of proposed timings for the workshops and coaching sessions outlined above. All sessions need to be delivered before 31st March 2025:

[Redacted]

[Redacted]

[Redacted]

Indicative Timescale TBC	Item & Content
Oct 2024 (will be dependent on contract notification if successful)	<ul style="list-style-type: none"> ■ [Redacted] ■ [Redacted] ■ [Redacted]
Nov 2024- Mar 2025	<ul style="list-style-type: none"> ■ [Redacted]
Nov 2024	<ul style="list-style-type: none"> ■ [Redacted] ■ [Redacted]
Nov/Dec 2024	<ul style="list-style-type: none"> ■ [Redacted]

		█ [REDACTED]
Dec 2024		█ [REDACTED]
		█ [REDACTED]
Dec 2024		█ [REDACTED]
		█ [REDACTED]
Jan 2025		█ [REDACTED]
		█ [REDACTED]
Jan/Feb 2025		█ [REDACTED]
		█ [REDACTED]
		█ [REDACTED]
Feb 2025		█ [REDACTED]
		█ [REDACTED]
		█ [REDACTED]
Mar 2025		█ [REDACTED]
		█ [REDACTED]
Mar 2025		█ [REDACTED]
		█ [REDACTED]
		█ [REDACTED]
		█ [REDACTED]

Costs

4. Please provide your costs for the design and delivery of the work including VAT. The maximum budget available for this development programme is

[REDACTED]

Cost	Inclusive of all activity listed in section 3.	£45,600 (exc VAT)
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Other:

- 5. Within the tender pack there are: a sample set of terms and conditions for the services supply for your legal review; a declaration of competing interests, a Redaction Requests Form and a Form of Offer statement. Please complete and return all bar the sample terms and conditions along with your tender response.**

[Redacted]

[Redacted]

[Redacted]

- 6. If your organisation (whole organisation including parent, group, or subsidiary) has a turnover of £36 million pounds or greater then please provide a Modern Slavery Act Transparency Statement: this should set out the steps you have taken to ensure there is no modern slavery in your own organisation/business and that of your supply chain. If your organisation has taken no steps to ensure there is no modern slavery in your own organisation, then your statement should say so. [Please note: a parent org/ group statement is acceptable; this is compliance with the Modern Slavery Act 2015.]**

[Redacted]

[Redacted]

[Redacted]

Transparency requirements

- 7. In light of the governments need for greater transparency, suppliers and those organisations looking to bid for public sector contracts should be aware that if they are awarded a contract for this work, the resulting contract**

between the supplier and NICE will be published in its entirety. In some circumstances, limited redactions will be made to some contracts before they are published in order to comply with existing law and for the protection of national security. Suppliers are asked to make any sections of their tender that they regard as 'Commercial in Confidence' or 'subject to the non-disclosure clauses' of the Freedom of Information Act or the Data Protection Act clear within the submission documents. Please note that the total value (bottom line) of the agreement is required to be published under current EU regulations and the UK government's Transparency Agenda. If you require clarity on this point, please contact us via the questions route stated above.

N/A

8. The proposal must be titled 'People and Improvement Team Development' and the bidder must answer all questions as accurately and concisely as possible in the same order as the questions are presented. Where a question is not relevant to the Bidders organisation, this must be indicated, with an explanation:

Included with new title as noted in the clarification answers dated 20th September 2024 - correction to show new title as - NICE Medicines and Med Tech Leadership Team Development Programme.

9. The Bidder must be explicit and comprehensive in their proposals as this will be the single source of information on which their response will be evaluated:

Noted

10. The Bidder is advised neither to make any assumptions about their past or current Bidder relationships with NICE nor to assume that such prior business relationships will be considered in the evaluation procedure:

Noted

11. Failure to comply with these instructions may result in your offer being rejected:

Noted

[REDACTED]

[REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED]

[REDACTED] | [REDACTED] | [REDACTED] | [REDACTED]

[REDACTED] | [REDACTED] | [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]