

NATIONAL INSTITUTE FOR HEALTH AND CARE EXCELLENCE AGREEMENT FOR SPECIFIC SERVICES

1. BASIC DETAILS

1.1.	NAME AND ADDRESS OF CONTRACTOR (including Company Registration Number if relevant)	Clarity Informatics Ltd Deltic House, Kingfisher Way, Silverlink Industrial Park, Wallsend, Tyne And Wear, NE28 9NX 04133376		
1.2.	DESCRIPTION OF CONTRACTOR	Clinical content provider		
1.3.	DESCRIPTION OF SERVICES	Clinical Knowledge Summaries		
1.4.	NICE BUDGET HOLDER			
1.5.	NICE PROJECT MANAGER			
1.6.	NOMINATED MANAGER OF CONTRACTOR			
1.7.	CONTRACTOR AUTHORISED SIGNATORY			
1.8.	DATE AGREEMENT SIGNED	D	M	Y
1.9.	DATE AGREEMENT COMES INTO EFFECT (IF DIFFERENT FROM ABOVE)	30	11	2017
1.10.	DATE AGREEMENT ENDS (IF FIXED DATE)	31	03	2020
1.11.	CONTRACT NUMBER			
1.12.	PROJECT NUMBER			

IT IS AGREED AS FOLLOWS

2. DEFINITIONS

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

3. AGREEMENT

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

4. OBLIGATIONS OF THE CONTRACTOR

- 4.1. The Services
 - 4.1.1. The Contractor shall carry out the Services in accordance with Annex 1 and to a quality acceptable to NICE.
 - 4.1.2. No material changes to the Services shall be permitted without the written consent of the 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 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 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 Services shall only be between the nominated representatives of both Parties, that is, the 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.
- 4.5.2. The Contractor shall ensure that CKS Service content provided to NICE directly or published via the Contractor provided site or digital channel accessible in the UK does not contain, or is not presented adjacent to, any advertising or promotional material unless specifically agreed in writing by NICE in advance.

4.6. Laws and Regulation

- 4.6.1 The Contractor shall adhere to all laws and regulations relating to the provision of the Services.
- 4.6.2 The Contractor shall comply in all material respects with applicable environmental laws and regulations in force from time to time in relation to the Services. Where the provisions of any such legislation are implemented by the use of voluntary agreements or codes of practice, the Contractor shall comply with such agreements or codes of practices as if they were incorporated into English law subject to those voluntary agreements being cited in tender documentation.
- 4.6.3 While at NICE's Offices, the Contractor shall comply, and shall ensure that its employees comply with, the requirements of relevant Health and Safety and other relevant legislation, including regulations and codes of practice issued thereunder, and with NICE's and any Beneficiary's own policies and procedures.
- 4.6.4 The Contractor shall at all times maintain a specific Health and Safety at Work policy relating to the employment of his own staff whilst carrying out their duties in relation to the Contract on the NICE's or any Beneficiary's premises. The Contractor shall ensure the co-operation of its employees in all prevention measures designed against fire, or any other hazards, and shall notify NICE's of any change in the Contractor's working practices or other occurrences likely to increase such risks or to cause new hazards.

4.7. Taxation

- 4.7.1 Where the Contractor or Key Individuals supplied by the Contractor are liable to be taxed in the UK in respect of consideration received under this contract, the Contractor shall, and ensure that the Key Individuals shall, at all times comply with the Income Tax (Earnings and Pension) Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.
- 4.7.2 Where the Contractor or Key Individuals are liable for National Insurance Contributions (NICs) in respect of consideration received under this contract, the Contractor shall, and ensure that the Key Individuals shall, at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all

other statutes and regulations relating to NICs in respect of that consideration.

4.7.3 NICE may, at any time during the term of this contract, request the Contractor to provide information which demonstrates:

- (a) how the Contractor or the Key Individuals comply with clauses 4.7.1 and 4.7.2 above; or why
- (b) Clauses 4.7.1 and 4.7.2 are not applicable to the Contractor or the Key Individuals.

4.7.4 Where applicable, a request under clause 4.7.3 above may specify the information which the Contractor or the Key Individuals must provide and the period within which that information must be provided.

4.7.5 NICE may terminate this Contract if:

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

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

5. OBLIGATIONS OF NICE

5.1. Monitoring

NICE shall monitor the provision of the 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, 16 and 18 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 unless up to 3 options to extend for additional 12 month periods are agreed when the Agreement will end later. If there is no date in clause 1.10 then this Agreement shall continue until the 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 3 within 30 days of their receipt.
- 7.2. The Contractor shall send all invoices, clearly quoting the contract number, to NICE, , alternatively the Contractor can register with Tradeshift <http://tradeshift.com/supplier/nhs-sbs> to send invoices electronically and have access to Tradeshift updates of the progress of invoices.
- 7.3. Invoices sent to NICE shall be accurate and correct in all respects.
- 7.4. NICE reserves the unconditional right to withhold payment of the final invoice or invoices until the Services are successfully concluded to the satisfaction of NICE and NICE receives a copy of any relevant work created as a result of the 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 2010 Act 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 Services.
- 8.8. The Contractor undertakes to NICE that any person assigned to NICE to supply the Services is an employee of the Contractor and that employee(s) shall not be transferred from this assignment without the prior written consent of NICE.

9. INSURANCE

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

10. INTELLECTUAL PROPERTY AND COPYRIGHT

- 10.1. All Background Intellectual Property owned by or licensed to either Party prior to the commencement of this Agreement will remain the property of that Party or the licensor to that Party as appropriate. The NICE logo and the Clinical Knowledge Summaries (CKS) brand will remain the property of NICE and the Contractor will not use the NICE logo or the Clinical Knowledge Summaries (CKS) brand in any form except after receiving written permission by NICE.
- 10.2. The Contractor hereby grants to NICE an irrevocable, royalty-free, non-exclusive licence to use for its own purposes the Contractor's own original material containing or relying upon any raw data provided by the Contractor to NICE under this Agreement. The licence applies to use within the UK, British Overseas Territories and Crown dependencies (hereafter referred to as 'the UK').
- 10.3. The Contractor shall ensure that any agreement with a third party under which such third party provides information to the Contractor in connection with this Agreement includes the right for the Contractor to provide such information to NICE in accordance with this Agreement and includes all consents necessary to enable NICE to process such information in compliance with the Data Protection Act (1998) (DPA).
- 10.4. 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 Services, that:-
 - 10.4.1. such work is not a violation of any existing copyright anywhere;
 - 10.4.2. such work does not contain anything objectionable, obscene or libellous;
 - 10.4.3. all statements contained in any such work which purport to be facts are true.
- 10.5. If the Contractor incorporates any work in its performance of the Services over which any person could claim to have an entitlement to Intellectual Property Rights then the Contractor shall ensure appropriate permissions are obtained in order to enable NICE to fully

utilise the work pursuant to this Agreement. NICE shall have the right to see such permissions.

- 10.6. The Contractor shall ensure that any independent author or part author of any copyrightable material created as part of the Contractor's performance of the Services assigns his/her Intellectual Property Rights in such material to the Contractor and waives any moral rights under the Copyright, Designs and Patents Act 1988. The Contractor shall do this as soon as reasonably possible after the creation of any such work.
- 10.7. 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, would reserve the right to disassociate the author from the work.
- 10.8. The Contractor agrees to indemnify and keep indemnified NICE and any Beneficiary against any Costs, claims, proceedings, expenses and demands arising from the use, application, supply or delivery of any Deliverable, process, article, publication, matter or thing supplied under the Agreement that would constitute or is alleged to constitute any infringement of any person's Intellectual Property Rights.

11. PUBLIC REPUTATION OF THE PARTIES

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

12. CONFIDENTIALITY

- 12.1. In respect of any Confidential Information it may receive from the other party ("the Discloser") and subject always to the remainder of this clause 12, each party ("the Recipient") undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party, without the Discloser's prior written consent provided that:
- 12.2. the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of the Contract;
- 12.3. the provisions of this clause 12 shall not apply to any Confidential Information which:
 - (a) is in or enters the public domain other than by breach of the Contract or other act or omissions of the Recipient;

- (b) is obtained by a third party who is lawfully authorised to disclose such information; or
 - (c) is authorised for release by the prior written consent of the Discloser; or
 - (d) the disclosure of which is required to ensure the compliance of NICE with the Freedom of Information Act 2000 (the FOIA).
- 12.4 Nothing in this clause 12 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law or, where the Contractor is the Recipient, to the Contractor's immediate or ultimate holding company provided that the Contractor procures that such holding company complies with this clause 12 as if any reference to the Contractor in this clause 12 were a reference to such holding company.
- 12.5 The Contractor authorises NICE to disclose the Confidential Information to such person(s) as may be notified to the Contractor in writing by NICE from time to time to the extent only as is necessary for the purposes of auditing and collating information so as to ascertain a realistic market price for the goods supplied in accordance with the Contract, such exercise being commonly referred to as "benchmarking". NICE shall use all reasonable endeavours to ensure that such person(s) keeps the Confidential Information confidential and does not make use of the Confidential Information except for the purpose for which the disclosure is made. NICE shall not without good reason claim that the lowest price available in the market is the realistic market price.
- 12.6 The Contractor acknowledges that NICE is or may be subject to the FOIA. The Contractor notes and acknowledges the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) and the Environmental Information Regulations 2004 as may be amended, updated or replaced from time to time. The Contractor will act in accordance with the FOIA, these Codes of Practice and these Regulations (and any other applicable codes of practice or guidance notified to the Contractor from time to time) to the extent that they apply to the Contractor's performance under the Contract.
- 12.7 The Contractor agrees that:
 - 12.7.1 Without prejudice to the generality of clause 12.2, the provisions of this clause 12 are subject to the respective obligations and commitments of NICE under the FOIA and both the respective Codes of Practice on the Discharge of Public Authorities' Functions and on the Management of Records (which are issued under section 45 and 46 of the FOIA respectively) and the Environmental Information Regulations 2004;
 - 12.7.2 subject to clause 12.7.3, the decision on whether any exemption applies to a request for disclosure of recorded information is a decision solely for NICE;
 - 12.7.3 where NICE is managing a request as referred to in clause 12.7.2, the Contractor shall co-operate with NICE and shall respond within five (5) working days of any request by it for

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

13. DATA PROTECTION

- 13.1 The Contractor shall comply with the Data Protection Act (DPA) 1998 ("the 1998 Act") and any other applicable data protection legislation. In particular the Contractor agrees to comply with the obligations placed on NICE and any Beneficiary by the seventh data protection principle ("the Seventh Principle") set out in the 1998 Act, namely:
- 13.1.1 to maintain technical and organisational security measures sufficient to comply at least with the obligations imposed on NICE and any Beneficiary by the Seventh Principle;
 - 13.1.2 only to process Personal Data for and on behalf of NICE and any Beneficiary, in accordance with the instructions of NICE or such Beneficiary and for the purpose of performing the Services in accordance with the Contract and to ensure compliance with the 1998 Act;
 - 13.1.3 to allow NICE to audit the Contractor's compliance with the requirements of this Clause 13 on reasonable notice and/or to provide NICE with evidence of its compliance with the obligations set out in this Clause 13
- 13.2 The Contractor agrees to indemnify and keep indemnified NICE and any Beneficiary against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith by NICE and any Beneficiary as a result of any claim made or brought by any individual or other legal person in respect of any loss, damage or distress caused to that individual or other legal person as a result of the Contractor's unauthorised processing, unlawful processing, destruction of and/or damage to any Personal Data processed by the Contractor, its

employees or agents in the Contractor's performance of the Contract or as otherwise agreed between the Parties.

- 13.3 Both Parties agree to use all reasonable efforts to assist each other to comply with the 1998 Act. For the avoidance of doubt, this includes the Contractor providing NICE and any Beneficiary with reasonable assistance in complying with subject access requests served on NICE and any Beneficiary under Section 7 of the 1998 Act and the Contractor consulting with NICE and any Beneficiary prior to the disclosure by the Contractor of any Personal Data in relation to such requests.

14. GIFTS AND PAYMENTS OF COMMISSION

- 14.1. The Contractor shall not offer or give to any member of staff of NICE or a member of their family any gift or consideration of any kind (including the payment of commission) as an inducement or reward for doing something or not doing something or for having done something or having not done something in relation to the obtaining of or execution of this Agreement or any Agreement with NICE. This prohibition specifically includes the payment of any fee or other consideration for any work in respect of or in connection with the 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.
- 15.2 the Contractor shall indemnify NICE and keep NICE indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the delivery of the Service.

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 Services
 - 17.5.1. In the event that the outcome of any evaluation of the 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. USE POST-EXPIRY OR ON TERMINATION OF THIS CONTRACT

- 18.1 The Contractor agrees that the licence granted to NICE and others to use the Contractor Content (whether via the NHS Evidence website, syndicated websites or any other NICE Digital Channel) shall (without any additional charge), continue for 12 months following termination or expiry of this Contract for any reason, provided always that NICE understands and accepts that all such Contractor Content may not be reviewed, monitored or updated by the Contractor during any such period and accordingly, save to the extent attributable to a Default under this Contract, the Contractor shall not be liable for the same.

19. LIMITED RIGHT TO LICENCE THE CONTRACTOR CONTENT IN THE UNITED KINGDOM TO ORGANISATIONS WITHIN THE NHS OTHER THAN NICE

- 19.1. The Contractor understands and accepts that the purpose of this Contract is to benefit NICE, the whole of the NHS and other end users of NICE's products and services including its diagnosis and decision support tools and guidance and that, having been paid the Contract Charges by NICE for the Services described hereunder, it would not be fair nor reasonable for the Contractor to sell the same or a similar

service utilising the same or similar Contractor Content to any other organisation within the NHS.

- 19.2. However, to the extent that the Contractor wishes to include a small proportion of the Contractor Content which is the subject of this Contract within a service which is either (i) substantially different in type; (ii) substantially broader in scope, or (iii) delivered via an alternative digital channel to that envisaged by this Contract, it may do so provided that it complies with the following notification and reporting obligations:

19.2.1. the Contractor must, before it enters into any contract with another NHS organisation for a service meeting the description in 19.2 in (i), (ii) or (iii) above, provide written notice to such NHS organisation of the free availability to it of the Service being provided hereunder and obtain written confirmation from such NHS organisation that it has received such notice;

19.2.2. the Contractor must, as part of the quarterly reporting to NICE, provide details of any sales made or any pipeline orders of sales to any NHS organisation then current, such details to be sufficient to enable NICE to assess compliance of the Contractor with the foregoing restrictions and to include evidence of the NHS organisation having received written notification from the Contractor of the free availability of the Services under this Contract.

20. CAPACITY AND DISASTER RECOVERY OF CONTRACTOR INFORMATION TECHNOLOGY SYSTEMS

- 20.1. The Contractor shall be responsible for ensuring (at its own cost) that any Information Technology System used within the Contractor Solution has, at all times, sufficient security, scale and capacity to enable it to provide the Services to NICE required by this Contract.
- 20.2 The Contractor will maintain, at all times during the term of the Contract, appropriate back-up procedures and policies sufficient to ensure that all Services are able to be provided in accordance with this Contract and the Service Levels.

21. SERVICE CREDITS

- 21.1. The Contractor agrees to pay Service Credits to NICE in respect of any failure to achieve the Service Levels as detailed in Annex 1, and will be calculated in accordance with the provisions detailed in Annex 1. Any Service Credit payable in any quarter will be issued as a Credit Note, to NICE.
- 21.2. Subject to 21.1 the Credit Note shall be sent to the address in 7.2 and detail:
- 21.2.1. The Key Performance Indicator (s) to which the Credit applies
- 21.2.2. The invoicing quarter to which the Credit applies
- 21.3. The overall total payable Service Credit for any quarter shall be the total sum calculated for each Key Performance Indicator.
- 21.4. NICE agrees that Service Credits shall be subject to a quarterly limit which is equivalent to 15% of the quarterly Agreement Charge.
- 21.5. The Contractor agrees to provide a detailed Key Performance Indicator report in the format required by NICE to ensure Service Levels are met, and where any failure occurs, the Service Credits shall be calculated accordingly as detailed in Annex 1.

- 21.6. Where an Exception applies to any incident or Service Level, NICE, at its discretion, may (but shall not be obliged) to waive its rights in respect of any Service Credits referable to any Service Level which has not been achieved.
- 21.7. In regard to any Service Credit that the Contractor may incur, NICE, at its discretion, may (but shall not be obliged) to waive its rights in respect of any Service Credits referable to any Service Level which has not been achieved, under any circumstance.
- 21.8. **Rights to Termination**
 - 21.8.1. NICE may exercise its right to terminate this agreement under clause 17 Termination where:
 - 21.8.1.1. the Contractors performance reaches Failure Level 3 of KPI2, KPI3, KPI4 and KPI5 or Failure Level 4 of KPI7.
 - 21.8.1.2. the Contractor performance is in persistent failure for any KPI.
 - 21.8.2. The Contractor warrants to NICE that all data provided in relation to the Service Levels are accurate and the Contractor grants to NICE, and to any statutory or regulatory auditors of NICE and to authorised agents the right of reasonable access to (and if necessary to copy) the records relating to the Service Levels during normal business hours on reasonable prior notice.

21. MISCELLANEOUS

It is further agreed between the Parties:

- 21.1. Waiver
 - 21.1.1. 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.
- 21.2. Whole Agreement
 - 21.2.1. The Parties acknowledge that this Agreement contains the whole Agreement between the Parties and supersedes all previous agreements whether express or implied.
- 21.3. Variation
 - 21.3.1. This Agreement cannot be varied except in writing and signed by the lawful representatives of both Parties.
- 21.4. Governing Law
 - 21.4.1 This Agreement shall be governed in all respects by English Law.

**Signed for and on behalf
of NICE**

	Signature	Name and title	Date
Procurement		Associate Director IT & Procurement	

Contract Manager		Associate Director Evidence Information Services, Information Resources	
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Budget Holder		Chief Executive	
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**Signed for and on behalf
of the Contractor**

	Signature	Name and title	Date
Project Supervisor		Programme Manager	

Authorised Signatory:		Medical Director	
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This contract is not valid until all Signatures have been completed

A1. ANNEX 1

A1.1. The Service

The National Institute for Health and Care Excellence, (“NICE”), established under the Health and Social Care Act 2012, is the executive Non Departmental Public Body responsible for providing guidance and advice to support health and social care commissioners, providers and others to make sure that the care and preventative services provided are of the best possible quality and offers the best value for money.

NICE has procured a Clinical Knowledge Summaries (“CKS”) Service. The CKS Service will research topics and provide summaries of the best available evidence and practical guidance on best practice in an accessible, easy to use format aimed at Clinicians working in General Practice in the UK.

The CKS Service will support the strategic aims of NICE through the provision of a high quality, evidence based resource covering a full range of common and/or significant Primary Care Presentations from the start of the service. The CKS Service will be accessible through the NICE CKS microsite (<https://cks.nice.org.uk/>), which is managed and hosted by NICE, and will be presented in such a way as to allow easy use of the evidence based resource to support patient consultations.

A1.2. Definitions

Capitalised words and expressions that follow found in this Annex have the meanings hereby assigned to them unless the context specifically requires otherwise. It should also be noted that references to the singular include the plural and vice versa.

Term	Meaning
“Clinical Knowledge Summaries Service”	Means the service that NICE is procuring and that will deliver current, high quality Clinical Knowledge Summaries to Clinicians working in General Practice at the point of need in accordance with the service specification.
“Clinicians working in General Practice”	Means a person of a Primary Care profession or discipline working in a General Practice setting.
“Contractor”	Means the successful bidder to whom a contract is awarded to.
“General Practice”	Means the general practice Primary Care setting.
“Guidance producer”	Means an organisation that produces guidance and advice and recommendations for practice.
“Guidance”	Means systematically developed statements to guide decisions about appropriate health and social care to improve individual and population health and wellbeing.
“Key Performance	Means an indicator of the performance of the CKS

Term	Meaning
Indicator”	Service that is measurable against agreed levels of service.
“NICE Digital Channels”	Means any form of NICE digital publishing (e.g. web, mobile device, email, SMS) delivered via the internet, intranet or extranet.
“Primary Care Practitioner”	Means a person in a Primary Care profession or discipline.
“Primary Care Presentation Topic”	Means a written evidence based synopsis of a specific Primary Care Presentation.
“Primary Care Presentation”	Means a health condition, disease or clinical symptom(s) presenting in Primary Care and relevant to Clinicians working in General Practice.
“Primary Care”	Means the setting in which management of new presentations of undifferentiated symptoms is often but not always accompanied by continuity of care for on-going physical, mental health and social problems, prevention as well as treatment is provided, and where care provision for a population as well as individuals is a consideration.
“Semantic Mark-up”	Mark-up to reinforce the semantics, or meaning, of the information in webpages and web applications rather than merely to define its presentation or look.
“Service Credit”	Means a credit applicable to the quarterly service charge that results from the failure of the CKS Service to meet threshold service levels.

A1.3. Topic Content

The Contractor shall research topics, write summaries and provide content for each Primary Care Presentation Topic, which includes but is not limited to the following types of information:

- Topic introduction or overview;
- Definition and basic epidemiology such as prevalence, risk factors and co-morbidities;
- Symptoms and clinical signs;
- Differential diagnosis;
- Specific assessment activities including relevant diagnostic tests and when they should be requested;
- Information on the full range of appropriate management options including, for example, self-care, follow-up, pharmacotherapy, psychosocial interventions, referral to other professionals in primary or secondary care or

referral to other agencies. Comment on the effectiveness or cost-effectiveness of various options should be made where relevant;

- Prescribing Information, such as licensed indications; and
- Common pitfalls and uncertainties.

The Primary Care Presentation Topic content must be written, structured and formatted in such a way to provide the following:

- A readily accessible summary of the current evidence base and practical guidance on best practice in respect of a full range of common and/or significant Primary Care Presentations;
- Content that is suitable for use by clinicians working in General Practice who are preparing for, delivering or reviewing patient consultations;
- Content that is suitable to enable shared decision-making with patients;
- Full and clear citations describing the sources of evidence used to formulate each sub-section of each Primary Care Presentation Topic and links to online versions of underpinning documentations wherever possible;
- Cross referencing between Primary Care Presentation Topics;
- A description of how each Primary Care Presentation Topic has been developed;
- Content that is suitable to meet the training and education needs of clinicians in training;
- A topic structure that is quick and easy to navigate and that allows the right content to be found quickly; and
- A topic structure that is easy to index for search purposes.

The Contractor shall ensure that any recommendations made in Primary Care Presentation Topics are consistent with NICE guidance. Details of guidance in development at NICE and anticipated guidance publication dates can be found in the 'In Development' section at <https://www.nice.org.uk/guidance/indevelopment>. NICE will also communicate changes to anticipated guidance publication dates to the Contractor by email each week.

The content delivered through the CKS Service shall be written in clear, concise and grammatically correct English and be relevant to the UK health system.

Each Primary Care Presentation Topic shall include a short summary of the topic (approximately 150 characters) which will be used to describe the topic in search results and that will support search engine optimisation.

A1.4. Topic Coverage

The Contractor shall ensure that the CKS service Primary Care Presentation Topics cover a full range of common and/or significant Primary Care Presentations from the

service start date. At the very least, the CKS service shall be representative of all current NICE guidelines relevant to Primary Care, available at <https://www.nice.org.uk/guidance>. The Contractor shall also take account of the General Practitioner Curriculum (<http://www.rcgp.org.uk/GP-training-and-exams/GP-curriculum-overview.aspx>) in the definition of the range of Primary Care Presentation Topics.

The Contractor shall review and update Primary Care Presentation Topic content in order to ensure it remains current. The Contractor shall ensure that any changes that are of a high significance in respect of patient treatment are identified and changes implemented urgently, including but not limited to:

- The withdrawal of drugs or treatments for safety reasons; and
- Any other matter that would have a significant and immediate impact on patient care.

The Contractor shall provide and maintain details of the scope and number of Primary Care Presentation Topics covered by the CKS Service. The Primary Care Presentation Topics that will be available from the service start date are listed in Annex 4.

The Contractor shall ensure each Primary Care Presentation Topic is kept up to date and accurate in a timely manner. In addition, the Contractor shall use the methods and processes described in the CKS Process Manual v 3.1 to select existing Primary Care Presentation Topics that need to be reviewed and updated. These methods and processes must take account of, as a minimum:

- Updates to NICE Guidance relevant to Primary Care; and
- Changes in the evidence base.

Each Primary Care Presentation topic shall be formally reviewed and updated at least every five (5) years on a 'rolling programme'. Seventy two (72) Primary Care Presentation Topics shall be formally reviewed and updated each year.

In addition, the Contractor shall undertake a systematic literature surveillance programme ('horizon scanning') and undertake interim updates as required.

The Contractor shall agree with NICE the annual schedule of Primary Care Presentation Topic updates that are to be carried out in each year. The Contractor shall agree this schedule with NICE before 1 April each year.

The Contractor may be asked to develop new Primary Care Presentation Topics that are not covered by the Contractor's initial proposed CKS solution, but which are part of the current and future collection of NICE guidelines or which NICE deems to be a significant Primary Care Presentation Topic that needs to be covered.

The Contractor shall identify and prioritise potential new Primary Care Presentation Topics in response to changing needs within Primary Care or the changing prevalence of common and significant presentations in Primary Care, using a gap analysis process agreed with NICE that is conducted in accordance with the milestones in Annex 2.

The gap analysis used to select new topics for development shall consider:

- guidance relevant to primary healthcare professionals developed by NICE;
- the GP curriculum;
- national priorities and initiatives relevant to primary healthcare;
- ad hoc suggestions from users, specialists, and members of the public;
- suggestions from users, proactively sought by contacting all people registered with the CKS website; and
- an analysis of terms (relevant to primary care) searched for by users for which there was no matching topic.

Seven (7) new Primary Care Presentation Topics shall be developed and released to the CKS service per annum for the first two (2) years of the new contract.

Seven (7) new Primary Care Presentation Topics shall be developed and released per additional twelve (12) month period agreed by NICE under clause 6 of this contract.

NICE shall agree with the Contractor the schedule of new Primary Care Presentation Topics, should any be needed, before 1 April each year.

A1.5. Evidence Sourcing Responsibilities

The Contractor shall be solely responsible for the sourcing of all evidence based clinical knowledge and information necessary for the provision of the CKS service.

A1.6. Audiences

The primary audiences for the CKS Service are clinicians working in General Practice and clinicians in training.

A1.7. Geographic boundaries and access limitations

The CKS Service shall be freely and openly accessible and available to anyone geographically located in the UK via the NICE CKS microsite (<https://cks.nice.org.uk/>) without restriction as to the number of pages a user can view. NICE will ensure access to the NICE CKS microsite is geographically restricted to the UK and the service shall not require user registration and login in order to access content.

Metadata about content in the CKS Service such as topic titles, topic publication or last updated date and topic level descriptions (approximately 150 words) will be openly accessible and available to anyone worldwide through NICE Evidence Search (<https://www.evidence.nhs.uk/>). The topic content itself is not accessible outside of the UK.

A1.8.

A1.9. Content Delivery Mechanisms and Formats

The Contractor shall deliver CKS Service content to NICE using mechanisms and formats in accordance with a Standard Operating Procedure that is agreed by the Contractor and NICE. This Standard Operating Procedure is referred to in A1.15 and A1.17.

The CKS Service content shall be delivered to NICE in consistently structured XML format that uses detailed semantic mark-up.

The structured data format shall:

- fragment Primary Care Presentation Topic content into meaningful sections, sub-sections and content elements that meet the service requirements described in A1.3,
- be consistently formatted, ordered, and well-formed,
- support the easy construction of web page structure, metadata, content and navigation devices such as alphabetical topic browse pages, topic section navigation menus, crumb trails, filters, pagination options and topic to topic links,
- be formatted in a way that enables granular indexing and discovery via search engines at the topic, section, and sub-section level,
- use uniquely referenceable semantic mark-up for all meaningful sections,
- be described by a schema that is shared with NICE, that defines and describes each meaningful section within the data format, and
- use unique identifiers for each topic, named section and sub-section.

Each CKS Primary Care Presentation Topic shall include the following metadata elements:

- Topic title,
- Browse topic title,
- Section titles,
- Clinical Specialty/Specialties,
- Date published or date last revised,
- Date of next planned topic review/update, and
- Topic level description; a short (approx.150 characters) meta-description for each topic to support external search engine optimisation and search result presentation in the CKS microsite and Evidence Search.

Links to external BNF references, for example BNF record

<https://www.medicinescomplete.com/mc/bnf/current/>, on the CKS site hosted by NICE shall be directed to NICE Evidence hosted BNF content versions where

available. This shall be done by NICE through the pre-processing of the data feed without altering the meaning or integrity of the content.

CKS Service content shall be delivered to NICE via an agreed GitHub location.

The Contractor shall provide NICE with 3 months' notice before any Contractor initiated change or amendment to the schema used to describe the data format can be brought into effect. The notice period will begin on receipt of the updated schema and of example content and metadata created using the updated schema. Any change to the schema shall be applied consistently to all the content delivered to NICE.

The Contractor shall provide metadata that can be used for Search Engine Optimisation to support the promotion of and increase the usage of the CKS service in all Search Engines.

A1.10. Option to change the data format and delivery mechanism

NICE has the option to request that the Contractor change the data format and delivery mechanism and deliver CKS Service content via a JSON API. Once this option is exercised by NICE in writing, the Contractor shall work with NICE to ensure that the JSON data format and API end points meet NICE's requirements.

The JSON data format shall meet all the structured data format, metadata and delivery requirements described in section A1.8 unless NICE explicitly requests otherwise.

Once this option is exercised by NICE in writing, the Contractor shall work with NICE to review and update the quality assurance and continuous improvement processes to reflect how the JSON API will be used to release CKS topic content.

The validation, review and rectification requirements described in section A1.15 will apply to the processes used to release CKS topic content to the NICE microsite with the JSON API unless NICE explicitly requests otherwise.

Major milestones required to deliver CKS content using a JSON data format and APIU delivery mechanism can be found in Annex 6.

A1.11. Option to receive additional metadata items and to review future metadata requirements

NICE has the option to request that the Contractor provides the following two metadata items for twenty (20) CKS topics as part of a project to review whether these metadata can be used to improve links between CKS content and the NICE BNF microsite and to improve site search:

- Drug metadata using the Dictionary of Medicines and Devices Virtual Therapeutic Moiety IDs for all medicines mentioned in the topic prescribing information subsections, and
- Section description metadata: a short (approx.150 characters) meta-description for the management, diagnosis and prescribing information sections of each topic.

Once this option is exercised by NICE in writing, the Contractor will work with NICE to identify the 20 CKS topics that will be used in the project. The Contractor will work with NICE to agree how the content used in these metadata items is selected or authored and how these metadata items will be presented in the data delivered to NICE. The Contractor will provide test topic content that includes these additional metadata items for these 20 CKS topics and deliver this content to NICE.

If the project proves that one or both metadata items should be used for all topics in the CKS Service, the Contractor will work with NICE to provide the required metadata in an agreed format for all CKS topics. A delivery schedule for the provision of additional metadata will be agreed with NICE. These new metadata will be added to the topic content for new and updated CKS topics and delivered to NICE. The validation, review and rectification requirements described in section A1.15 will be amended to accommodate these new metadata.

The Contractor will attend and actively participate in several meetings with NICE, as required by NICE, at which the future requirements for CKS Service metadata will be discussed and reviewed.

A1.12. Publication via NICE managed and Contractor managed Digital Channels

The CKS Service Primary Care Presentation Topic content (including metadata) shall be published via the NICE website CKS microsite (<http://cks.nice.org.uk/>) for use within the UK only. NICE will develop, manage and host the NICE website CKS microsite.

A1.13. Advertising

CKS Service content provided to NICE directly or published via a Contractor provided site or digital channel accessible in the UK must not contain, or be presented adjacent to, any advertising or promotional material unless specifically agreed in writing by NICE in advance.

A1.14. Quality Assurance of Content Creation

The Contractor shall have responsibility for demonstrating and assuring the quality of all content provided to NICE.

The Contractor shall employ guidance development processes that are consistent with NICE Accreditation criteria in Domain 3 (Rigour of Development) and in Domain 6 (Editorial Independence).

The Contractor will use the accredited Clinical Knowledge Summaries “CKS” Process Manual Version 3.1 (2015), or updated and accredited versions of the same manual, to author CKS Primary Care Presentation Topic content. Process Manual Version 3.1 can be found in Annex 5.

The Contractor shall send NICE all versions of their Process Manual that are updated during the course of this contract.

The Contractor shall share its guidance development process documents, policy, guides, templates or protocols with NICE at any point in the contract when requested by NICE.

A1.15. Quality Assurance of Content Delivery and Presentation

The Contractor shall ensure that CKS service content and metadata delivered to NICE is well-formed, accurate and meets the definitions within the agreed schema by using effective quality assurance and continuous improvement processes. These processes will be described in the Standard Operating Procedure mentioned in A1.8 and A1.17.

The Contractor shall run validation tests on content and metadata before sending the content and metadata to NICE to ensure it is correctly structured and formed and that any syntactical errors are identified and fixed. NICE may run additional validation tests on the content and metadata received from the Contractor and will report any validation errors to the Contractor; the Contractor will remedy any errors within 2 working days of being notified.

The Contractor shall review all new and updated CKS Primary Care Presentation Topic content for accuracy and technical quality on a beta version of the CKS microsite prior to the release of the content to the live CKS microsite.

The Contractor shall rectify any errors reported by any validation tests, amend any inaccuracies found during the review of the beta site and re-submit revised CKS service content using the agreed delivery mechanism as required.

A1.16. User feedback and Enquiry Handling

The Contractor shall have processes in place to receive, evaluate, respond to and record user feedback and enquiries by email and telephone in a way that continuously improves and develops the CKS Service, amending content where necessary and ensuring that it accurately reflects NICE guidance where appropriate.

The Contractor shall employ an online system for registering user feedback and enquiries which will be available twenty four (24) hours a day, seven (7) days a week and three hundred and sixty five (365) days a year. The Contractor shall employ a team that is available to be contacted by telephone during working hours Monday to Friday.

NICE's enquiries handling team will forward enquiries relating to the CKS service that cannot be resolved by NICE to the Contractor for resolution.

The Contractor shall record the time taken to respond to enquiries and the outcome of all enquiries and shall provide NICE with a report of all enquiry handling in a format agreed with NICE.

A1.17. Implementation Plans and Milestones

The Contractor shall do and provide all that is necessary to deliver the service implementation to go-live within the timescales for the service commencement date as set out in Annex 2, The Milestones.

The Contractor shall work with NICE to agree an implementation plan relating to the implementation of the CKS service. The plan will detail key stages and milestones involved with the set-up, development and implementation of the CKS service. The Contractor shall work with NICE to agree acceptance criteria for all products and services required to fully implement the CKS Service.

The Contractor shall describe the steps required to agree with NICE the data format, delivery mechanism, validation and testing of CKS topic content and metadata.

The Contractor shall agree the CKS content data format with NICE and send schema and example versions of CKS content and metadata to NICE for CKS microsite development, test and revision purposes in good time. The Contractor shall send a finalised set of CKS content and metadata to NICE before the service commencement date.

The Contractor shall create a Standard Operating Procedure that describes the delivery of content and metadata to NICE and the quality assurance activities to be completed on the content by the Contractor and NICE for all future releases of updated or new topic content.

The Contractor shall describe how all necessary service management arrangements will be established prior to the service commencement date.

A1.18. Project Management

The Contractor shall adhere to PRINCE 2 project management for control and accountability and to Agile project methods for project delivery.

The Contractor shall project manage the delivery of the products and services required to fully implement the CKS Service to the requirements and in accordance with the project plan described below.

The Contractor shall provide and maintain project plans that identify as a minimum, the following:

- All dependencies on NICE and other parties in order to deliver to the project plan;
- Significant milestones and associated products, activities and dates and also a resource profile identifying how and when resources will be deployed over the lifecycle of the project;
- A description of each of the key products, assurance points and milestones within the plan;
- The quality assurance processes required to verify the integrity of the outcome of each task; and
- Any activities required to finalise any details of the plan through further iterations of the plan.

The Contractor shall participate in and comply with any project reporting procedures and controls requested by NICE which may include:

- general administration;

- risk management;
- change control; and
- progress reporting.

A1.19. Key Performance Indicators

The Contractor shall do and provide all that is necessary to satisfy the Key Performance Indicators set out in Table 1 below.

Table 1: Key Performance Indicators to be included in the terms of contract

Key Performance Indicator	Indicator	Threshold	Method of Measurement	Consequence of Breach
KPI1 New Topic Development	Number of agreed new topics developed and delivered	0	A count of the number of agreed new topics researched, developed and delivered to NICE for release to the CKS site against schedule during the reporting period.	Service Credits Applicable Failure: 5% of the quarterly service charge for each agreed new Topic not delivered unless good reason exists for the lack of delivery (for example delay to the publication of key guidance upon which the topic is based), in which case failure may be treated as an exception. Persistent Failure: Contract terms relating to termination for performance apply.
KPI2 Topic Update	Percentage of topics reviewed and updated to schedule.	90%	The number of topics reviewed, updated where necessary and delivered to NICE for release to the CKS site during the reporting period expressed as a percentage of the total number of topics that were scheduled to be reviewed and updated during the reporting period.	Service Credits Applicable Level 1 Failure: > or = 85% and <90% monitor, remedy and report only. Level 2 Failure: > or = 75% and <85% service credits are 2% of service charge. Level 3 Failure: <75%, 3% of service charge and contract terms relating to termination for performance apply. Persistent Failure: Contract terms relating to termination for performance apply.
KPI3 Topic	Changes of high	Content delivered	The elapsed time between being	Service Credits Applicable

Key Performance Indicator	Indicator	Threshold	Method of Measurement	Consequence of Breach
Update (Urgent)	significance, for example patient safety issues requiring an urgent update, completed within threshold time period.	to NICE within three (3) working days of being informed by NICE or another party of the need for an urgent update.	informed of the need for each urgent update and the time the update is delivered to NICE for release to the CKS site during the reporting period.	<p>Level 1 Failure: 1 urgent update fails to meet the threshold, monitor, remedy and report only.</p> <p>Level 2 Failure: 2 urgent updates fail to meet the threshold, 2% of service charge.</p> <p>Level 3 Failure: more than 2 urgent updates failing to meet the threshold: 3% of service charges and contract terms relating to termination for performance apply.</p> <p>Persistent Failure: Contract terms relating to termination for performance apply.</p>
KPI4 Quality of structured data delivered to NICE	Percentage of structured data for updated or new topics delivered to NICE that are well formed, correctly structured and meet the schema definition.	90% of all structured data for updated or new topics delivered using the agreed mechanism is well formed, correctly structured and meets the schema definition.	The number of times structured data for updated and new topics is delivered to NICE that is well formed, correctly structured and meets the schema definition during the reporting period expressed as a percentage of the total number of times structured data for updated and new topics is delivered to NICE during the reporting period.	<p>Service Credits Applicable</p> <p>Level 1 Failure: > or = 80% and <90% Monitor, remedy and report only.</p> <p>Level 2 Failure: > or = 70% and <80% service credits are 2% of service charge.</p> <p>Level 3 Failure: <70%, 3% of service charge and contract terms relating to termination for performance apply.</p> <p>Persistent Failure: Contract terms relating to termination for performance apply.</p>
KPI5 Resolution of General	Percentage of enquiries reported to the Contractor	At least 70% of reported enquiries are resolved within	The number of enquiries resolved within twenty working (20) days during the reporting period	<p>Service Credits Applicable:</p> <p>Level 1 Failure: > or = 65% and <70% Monitor, remedy and report only.</p>

Key Performance Indicator	Indicator	Threshold	Method of Measurement	Consequence of Breach
Enquiries reported	by users or NICE resolved within threshold time period.	twenty (20) working days; the remaining enquiries are to be resolved within forty (40) days.	expressed as a percentage of the total number of enquiries during the reporting period.	Level 2 Failure: > or = 55% and <65% service credits are 2% of service charges. Level 3 Failure: < 55%, 3% of service charge and contract terms relating to termination for performance apply. Persistent Failure: Contract terms relating to termination for performance apply.
KPI6 Attendance at quarterly and annual service meetings	Attendance at quarterly and annual service meetings and the provision of required information within threshold time period.	0	A count of the Contractor's attendance at all quarterly and annual service review meetings at which required information was provided by the Contractor.	Persistent Failure: Contract terms relating to termination for performance apply.
KPI7 Availability of the CKS structured data from Contractors System [where relevant to the delivery	Percentage of time the CKS structured data is available to NICE.	99.9%	The total time the structured data is available to NICE via the agreed delivery mechanism during the reporting period expressed as a percentage of the total time of the reporting period.	Service Credits Applicable: Level 1 Failure: < 99.9% but = or > 99.5% 2% of service charge. Level 2 Failure: < 99.5% but = or > 99.0% 3% of service charge. Level 3 Failure: < 99.0% but = or > 98.0% 4% of service charge. Level 4 Failure: < 98%, 5% of service

Key Performance Indicator	Indicator	Threshold	Method of Measurement	Consequence of Breach
mechanism]				<p>charges and contract terms relating to termination for performance.</p> <p>Persistent Failure: Contract terms relating to termination for performance apply.</p>

A Service Credit is a credit applicable to the quarterly service charge that results from the failure of the CKS Service to meet Key Performance Indicators. The credit being calculated as a percentage of the quarterly service charge.

The Contractor agrees to pay Service credits to NICE in respect of any failure to achieve the Service Levels. Service credits will be calculated in accordance with the provisions of Table 1 and will be issued as a credit note to NICE in the next due invoice of the Contractor for the Services or, where no such invoice remains to be issued, shall be paid to NICE following the date of termination or expiry of the Contract.

Service Credits shall be capped at 15% of quarterly service charges aggregated across all Key Performance Indicators.

A1.20. Contract and Service Management

The Contractor shall appoint a single, named point of contact with NICE for the purposes of contract and service management.

The Contractor shall provide contract, financial and service management reports for each Key Performance Indicator sufficient to demonstrate the level of service performance against each indicator set out in Table 1 in section A1.19 on a quarterly basis.

The Contractor shall attend quarterly and annual review meetings at which all provided reports will be reviewed and discussed. The date, time and venue of review meeting will be agreed between NICE and the Contractor, both parties acting reasonably. NICE will take minutes of each meeting and use all reasonable endeavours to circulate the same within seven (7) days of the meeting.

The Contractor shall provide a quarterly service report no later than ten (10) working days before each scheduled quarterly review meeting, to summarise its performance against the key performance indicators. The quarterly service report shall also include, but not be limited to:

- Details of changes to, or removal of, any CKS content;
- Details of general enquiries received and how resolved; and
- Future work planned

The Contractor shall also provide an annual service report no later than ten (10) working days before the scheduled annual review meeting.

The Contractor shall participate and comply with all of the industry standard IT Service Management procedures and controls, including:

- Incident Management;
- Service Level Management;
- Change Management;
- Release and Deployment Management;
- Service Desk; and

- Service Reporting.

A1.21. Activity Metrics

NICE shall send the Contractor monthly activity, access and usage reports on CKS service content published via the NICE CKS microsite by email.

The Contractor shall;

- send NICE monthly usage reports on CKS service content or CKS branded content that is published via a Contractor provided site or digital channel that is accessible within the UK. The usage reports will include as a minimum the number of page views, unique users and total sessions for the period of the report, be sent by email and be created in format that is acceptable to NICE; or
- provide NICE with the means to directly access analytical data on the usage of CKS service content or CKS branded content that is published via a Contractor provided site or digital channel that is accessible within the UK. The analytical data will include as a minimum the number of page views, unique users and total sessions and access to this data could be achieved by sharing a Google Analytics key to the Contractor provided site or digital channel with NICE.

A2. ANNEX 2

A2.1. The Milestones

Task	Date to be Completed (formula)
Project Planning	Date contract signed + 3 weeks
Management team established	Date contract signed
Full staff complement established	Date contract signed
Editorial and governance processes established	Date contract signed
Service KPIs agreed	Date contract signed
Service management arrangements including reporting formats established	Date contract signed + 3 weeks
Detailed timelines agreed by NICE and Clarity	Date contract signed + 3 weeks
Implementation plan agreed by NICE and Clarity	Date contract signed + 3 weeks
Process of gap analysis to establish new topics agreed by NICE and Clarity	Date contract signed + 3 weeks
Implementation Phase	Service start date - 2 weeks
Acceptance criteria for all products and services agreed	Date contract signed + 4 weeks
SOP for the delivery of content and metadata and quality assurance processes agreed	Date contract signed + 4 weeks
New topic Gap analysis complete and new topics identified and	Date contract signed + 4 weeks

prioritised by NICE and Clarity	
New topics for first two years of the contract and short list of other potential new topics agreed based on findings of the gap analysis	Date contract signed + 15 weeks
Topics to be updated/reviewed in the first year of the contract agreed and scheduled.	Date contract signed + 16 weeks
New topics for first year of the contract agreed and scheduled.	Date contract signed + 16 weeks
Technical design complete and agreed with NICE	Service start date
Schema for new topic description and update date metadata items described	Date contract signed + 4 weeks
XML content data format, including new metadata items, agreed and accepted by NICE	Date contract signed + 4 weeks
Topic XML schema and XML topic examples including new metadata items sent to NICE	Date contract signed + 8 weeks
Content XML feed for all topics available to NICE Via GitHub site	Service start date – 3 weeks
Work to use the new metadata items within the NICE microsite complete.	Service start date
Service management	Service start date + 24 months
Quarterly review meeting Quarter 1 Year 1	Service start date + 3 months
Quarterly review meeting Quarter 2 Year 1	Service start date + 6 months
Quarterly review meeting Quarter 3 Year 1	Service start date + 9 months
New topics for second year of the contract agreed and scheduled.	Service start date + 10 months
Topics to be updated/reviewed in the second year agreed and scheduled.	Service start date + 10 months
Quarterly review meeting Quarter 4 Year 1 and Annual review meeting Year 1	Service start date + 12 months
Quarterly review meeting Quarter 1 Year 2	Service start date + 15 months
Quarterly review meeting Quarter 2 Year 2	Service start date + 18 months
Quarterly review meeting Quarter 3 Year 2	Service start date + 21 months
Quarterly review meeting Quarter 4 Year 2 and Annual review meeting Year 2	Service start date + 24 months

A3. ANNEX 3

Payment

The annual contract value is £441,000 excluding VAT. This annex shows the payment schedule for the first two years of this contract pro-rated across 29 months paid monthly in arrears. The contractor requested pro-rated monthly payments to support their cash-flow from the date the contract was signed to the end of the service. This arrangement also reflects the fact that work is being completed by the contractor before the service starts in April 2018. Invoices will be submitted on the last day of each month for the month the invoice relates to.

Amount of Funding	Financial Year	Date (s) for Submission of Invoice(s)
£882,000.00	GRAND TOTAL (ex VAT)	

A4. ANNEX 4

A4.1. Topic List

CKS topics accessible at the start of the service	
1	Achilles tendinopathy
2	Acne vulgaris
3	Acute Childhood Limp
4	Acute Kidney Injury
5	Addison's disease
6	Adverse drug reactions
7	Alcohol - problem drinking
8	Allergic rhinitis
9	Alopecia areata
10	Alopecia, androgenetic - female
11	Alopecia, androgenetic - male
12	Amenorrhoea
13	Anaemia - B12 and folate deficiency
14	Anaemia - iron deficiency
15	Anal fissure
16	Analgesia - mild-to-moderate pain
17	Angina
18	Angio-oedema and anaphylaxis
19	Ankylosing spondylitis
20	Antenatal care - uncomplicated pregnancy
21	Anticoagulation - oral
22	Antiplatelet treatment
23	Aphthous ulcer
24	Appendicitis
25	Asthma
26	Atrial fibrillation
27	Attention deficit hyperactivity disorder
28	Autism in children
29	Back pain - low (without radiculopathy)
30	Bacterial vaginosis
31	Baker's cyst
32	Balanitis
33	Bedwetting (enuresis)

34	Bell's palsy
35	Benign paroxysmal positional vertigo
36	Benzodiazepine and z-drug withdrawal
37	Bipolar disorder
38	Bites - human and animal
39	Blepharitis
40	Boils, carbuncles, and staphylococcal carriage
41	Bone and soft tissue sarcoma - recognition and referral
42	Bowel screening
43	Brain and central nervous system cancers - recognition and referral
44	Breast cancer - managing FH
45	Breast cancer - recognition and referral
46	Breast pain - cyclical
47	Breast screening
48	Breastfeeding problems
49	Breathlessness
50	Bronchiectasis
51	Bruising
52	Bunions
53	Burns and scalds
54	Candida - female genital
55	Candida - oral
56	Candida - skin
57	Carbon monoxide poisoning
58	Cardiac arrest - out of hospital care
59	CVD risk assessment and management
60	Carpal tunnel syndrome
61	Cataracts
62	Cellulitis - acute
63	Cervical cancer and HPV
64	Cervical screening
65	Chest infections - adult
66	Chest pain
67	Chickenpox
68	Chilblains
69	Child maltreatment - recognition and management
70	Childhood cancers - recognition and referral
71	Chlamydia - uncomplicated genital

72	Cholecystitis - acute
73	Cholesteatoma
74	Chronic kidney disease - not diabetic
75	Chronic obstructive pulmonary disease
76	Coeliac disease
77	Colic - infantile
78	Common cold
79	Compression stockings
80	Conduct disorders in children and young people
81	Conjunctivitis - allergic
82	Conjunctivitis - infective
83	Constipation
84	Constipation in children
85	Contraception - assessment
86	Contraception - barrier methods and spermicides
87	Contraception - combined hormonal methods
88	Contraception - emergency
89	Contraception - IUS/IUD
90	Contraception - natural family planning
91	Contraception - progestogen-only methods
92	Contraception - sterilization
93	Corneal superficial injury
94	Corticosteroids - inhaled
95	Corticosteroids - oral
96	Corticosteroids - topical (skin), nose, and eyes
97	Cough
98	Cough - acute with chest signs in children
99	Cows' milk protein allergy in children
100	Crohn's disease
101	Croup
102	Deep vein thrombosis
103	DVT prevention for travellers
104	Delirium
105	Dementia
106	Dental abscess
107	Depression
108	Depression - antenatal and postnatal
109	Depression in children

110	Dermatitis - contact
111	Diabetes - type 1
112	Diabetes - type 2
113	Diarrhoea - adult's assessment
114	Diarrhoea - antibiotic associated
115	Diarrhoea - prevention and advice for travellers
116	Diverticular disease
117	DMARDs
118	Dry eye syndrome
119	Dupuytren's disease
120	Dysmenorrhoea
121	Dyspepsia - pregnancy-associated
122	Dyspepsia - proven functional
123	Dyspepsia - proven GORD
124	Dyspepsia - proven peptic ulcer
125	Dyspepsia - unidentified cause
126	Earwax
127	Eating disorders
128	Ectopic pregnancy
129	Eczema - atopic
130	Endometriosis
131	Epilepsy
132	Epistaxis (nosebleeds)
133	Erectile dysfunction
134	Falls - risk assessment
135	Febrile seizure
136	Feverish children - management
137	Feverish children - risk assessment
138	Fibroids
139	Fungal nail infection
140	Fungal skin infection - body and groin
141	Fungal skin infection - foot
142	Fungal skin infection - scalp
143	Gallstones
144	Gastroenteritis
145	Generalized anxiety disorder
146	Gastrointestinal tract (lower) cancers - recognition and referral
147	Gastrointestinal tract (upper) cancers - recognition and referral

148	Giant cell arteritis
149	Gilbert's syndrome
150	Gingivitis and periodontitis
151	Glandular fever (infectious mononucleosis)
152	Glaucoma
153	Gonorrhoea
154	GORD in children
155	Gout
156	Greater trochanteric pain syndrome (trochanteric bursitis)
157	Gynaecological cancers - recognition and referral
158	Haematological cancers - recognition and referral
159	Haemospermia
160	Haemorrhoids
161	Halitosis
162	Hand foot and mouth disease
163	Head injury
164	Head lice
165	Head and neck cancers - recognition and referral
166	Headache - assessment
167	Headache - cluster
168	Headache - medication overuse
169	Headache - tension-type
170	Heart failure - chronic
171	Hepatitis A
172	Hepatitis B
173	Hepatitis C
174	Herpes simplex - genital
175	Herpes simplex - ocular
176	Herpes simplex - oral
177	Hiccups
178	Hirsutism
179	HIV infection and AIDS
180	Hypercalcaemia
181	Hypercholesterolaemia - familial
182	Hyperhidrosis
183	Hypertension - not diabetic
184	Hypertension in pregnancy
185	Hyperthyroidism

186	Hyponatraemia
187	Hypothyroidism
188	Immunizations - childhood
189	Immunizations - pneumococcal
190	Immunizations - seasonal influenza
191	Immunizations - travel
192	Impetigo
193	Incontinence - urinary, in women
194	Infertility
195	Influenza - seasonal
196	Insect bites and stings
197	Insomnia
198	Insulin therapy in type 1 diabetes
199	Insulin therapy in type 2 diabetes
200	Irritable bowel syndrome
201	Itch - widespread
202	Itch in pregnancy
203	Jaundice in adults
204	Jaundice in the newborn
205	Knee pain - assessment
206	Lacerations
207	Leg cramps
208	Leg ulcer - venous
209	Lipid modification - CVD prevention
210	LUTS in men
211	Lung and pleural cancers - recognition and referral
212	Lyme disease
213	Macular degeneration - age-related
214	Malaria
215	Malaria prophylaxis
216	Mastitis and breast abscess
217	Measles
218	Meibomian cyst (chalazion)
219	Melanoma and pigmented lesions
220	Meniere's disease
221	Meningitis - bacterial meningitis and meningococcal disease
222	Menopause
223	Menorrhagia

224	Migraine
225	Miscarriage
226	Molluscum contagiosum
227	Morton's neuroma
228	MRSA in primary care
229	Multiple myeloma
230	Multiple sclerosis
231	Mumps
232	MI - secondary prevention
233	Nappy rash
234	Nausea/vomiting in pregnancy
235	Neck lump
236	Neck pain - acute torticollis
237	Neck pain - cervical radiculopathy
238	Neck pain - non-specific
239	Neck pain - whiplash injury
240	Neuropathic pain - drug treatment
241	Neutropenic sepsis
242	Non-alcoholic fatty liver disease (NAFLD)
243	NSAIDs - prescribing issues
244	Obesity
245	Obsessive-compulsive disorder
246	Olecranon bursitis
247	Opioid dependence
248	Osgood-Schlatter disease
249	Osteoarthritis
250	Osteoporosis - prevention of fragility fractures
251	Otitis externa
252	Otitis media - acute
253	Otitis media - chronic suppurative
254	Otitis media with effusion
255	Ovarian cancer
256	Palliative cancer care - constipation
257	Palliative cancer care - cough
258	Palliative cancer care - dyspnoea
259	Palliative cancer care - general issues
260	Palliative cancer care - malignant ulcer
261	Palliative cancer care - nausea & vomiting

262	Palliative cancer care - oral
263	Palliative cancer care - pain
264	Palliative cancer care - secretions
265	Palpitations
266	Pancreatitis - acute
267	Pancreatitis - chronic
268	Parkinson's disease
269	Paronychia - acute
270	Parvovirus B19 infection
271	Pelvic inflammatory disease
272	Peripheral arterial disease
273	Pilonidal sinus disease
274	Pityriasis rosea
275	Pityriasis versicolor
276	Plantar fasciitis
277	Poisoning or overdose
278	Polycystic ovary syndrome
79	Polycythaemia/erythrocytosis
280	Polymyalgia rheumatica
281	Post-herpetic neuralgia
282	Post-traumatic stress disorder
283	Pre-conception - advice and management
284	Premenstrual syndrome
285	Pre-patellar bursitis
286	Prostate cancer
287	Prostatitis - acute
288	Prostatitis - chronic
289	Pruritus ani
290	Pruritus vulvae
291	Psoriasis
292	Psychosis and schizophrenia
293	Pubic lice
294	Pulmonary embolism
295	Pyelonephritis - acute
296	Raynaud's phenomenon
297	Red eye
298	Renal or ureteric colic - acute
299	Restless legs syndrome

300	Retinal detachment
301	Rheumatoid arthritis
302	Rosacea - acne
303	Roundworm
304	Rubella
305	Scabies
306	Scarlet fever
307	Sciatica (lumbar radiculopathy)
308	Scrotal swellings
309	Seborrhoeic dermatitis
310	Self-Harm
311	Shingles
312	Shoulder pain
313	Sickle cell disease
314	Sinusitis
315	Skin cancers - recognition and referral
316	Obstructive sleep apnoea syndrome
317	Sleep disorders - shift work and jet lag
318	Smoking cessation
319	Sore throat - acute
320	Sprains and strains
321	Squint in children
322	Stroke and TIA
323	Styes (hordeola)
324	Syphilis
325	Tamoxifen - managing adverse effects
326	Teething
327	Temporomandibular disorders (TMDs)
328	Tennis elbow
329	Threadworm
330	Thrombophlebitis - superficial
331	Tinnitus
332	Tiredness/fatigue in adults
333	Trichomoniasis
334	Trigeminal neuralgia
335	Tuberculosis
336	Ulcerative colitis
337	Undescended Testes

338	Urethritis - male
339	Urinary tract infection - children
340	Urinary tract infection (lower) - men
341	Urinary tract infection (lower) - women
342	Urological cancer - suspected
343	Urticaria
344	Uveitis
345	Vaginal discharge
346	Varicocele
347	Varicose veins
348	Venous eczema and lipodermatosclerosis
349	Vertigo
350	Vestibular neuronitis
351	Vitamin D deficiency in adults - treatment and prevention
352	Vitamin D deficiency In Children
353	Vitiligo
354	Warts - anogenital
355	Warts and verrucae
356	Whitlow (staphylococcal and herpetic)
357	Whooping cough

A5. ANNEX 5

A5.1. Guidance development process

The processes used to review, update and author CKS topics are described in the CKS Process Manual v3.1.

A6. ANNEX 6

A6.1. Major Milestones to deliver CKS content using a JSON data format and API delivery mechanism

JSON API technical design developed and agreed with NICE	8 weeks from date option to move to JSON API exercised
<ul style="list-style-type: none"> Option to move to JSON API exercised by NICE and accepted by Clarity 	
<ul style="list-style-type: none"> Implementation plan agreed outlining key milestones and deliverables 	1 week from date option exercised
<ul style="list-style-type: none"> Potential changes to current JSON data format and API identified by NICE/Clarity 	2 weeks from date option exercised
<ul style="list-style-type: none"> Requested changes to current JSON data format and API made by Clarity 	4 weeks from date option exercised
<ul style="list-style-type: none"> JSON data format and API endpoints agreed and accepted by NICE 	5 weeks from date option exercised
<ul style="list-style-type: none"> New JSON schema, JSON topic examples and API endpoints documented and sent to NICE 	6 weeks from date option exercised
<ul style="list-style-type: none"> JSON data format available to NICE via API for testing 	6 weeks from date option exercised
<ul style="list-style-type: none"> NICE digital services create and test alpha CKS microsite using the API 	10 weeks from date option exercised
<ul style="list-style-type: none"> Iterative improvements made to JSON 	14 weeks from date option exercised
JSON API design complete and live service available to NICE	16 weeks from date option exercised
<ul style="list-style-type: none"> SOP for the delivery of content and metadata and quality assurance processes finalised 	15 weeks from date option exercised
<ul style="list-style-type: none"> JSON feed for all topics available to NICE via API for use with the live microsite 	15 weeks from date option exercised
<ul style="list-style-type: none"> CKS microsite released using the JSON API 	16 weeks from date option exercised