

# Review of the HDR UK Black Internship Programme: Invitation to Tender (ITT)

17<sup>th</sup> June 2024

## Requirement

HDR UK's Black Internship Programme has been running since 2021, providing opportunities for Black students and recent graduates in science, technology, engineering and maths (STEM) subjects to gain meaningful insights into health data science, with a view to encouraging them to consider pursuing a career in this field, and thereby helping to improve diversity within the sector. We are commissioning an independent review of the programme, to objectively determine whether it has met the intended outputs and outcomes.

## Context

It is acknowledged that racial bias currently exists within health data and data-driven technology, partly driven by under-representation of Black people working in the sector, which risks exacerbating health inequalities (identified unmet need) (Gibney, 2022) (Knight, et al., 2021). HDR UK's Black Internship Programme (BIP) was established in 2021 to provide Black undergraduates and recent graduates of STEM subjects with meaningful insights into the careers and opportunities available to them within the health data science sector. In doing so, the BIP aims to increase the diversity of health data scientists in the UK, specifically by improving representation of Black data scientists within the community, to raise awareness of racial bias within the sector, and to change organisations' recruitment and support of Black individuals.

The BIP is delivered in partnership with the UK Health Data Research Alliance and the 10,000 Black Interns Foundation. The Programme is now in its fourth year and provides participants with an 8-week paid internship with a host organisation in the health data science sector, including academic institutions, the NHS, and industry partners. Internships take place in the summer of each year. To date, 315 interns from across the UK have either completed or are in the process of completing an internship with a host organisation.

## About Health Data Research UK

[Health Data Research UK](#) (HDR UK) is the national Institute for health data science. Our mission is to unite the UK's health data to enable discoveries that improve people's lives. Our 20-year vision is for large scale data and advanced analytics to benefit every patient interaction, clinical trial, biomedical discovery and enhance public health.

We are a dynamic, growing organisation, applying cutting edge data science approaches to clinical, biological, genomic and other multi-dimensional health data to address the most pressing research challenges facing society. By working in partnership with the NHS, industry, academia and patients, we aim to better understand diseases and discover new ways to prevent, treat and cure them.

Our strategy is focused on three, integrated objectives of uniting health data, advancing research discoveries and promoting partnerships and our values of transparency, optimism, respect, courage and humility guide how we work together within HDR UK, with our partners and other stakeholders.

As a national charity, we are funded by:

- UK Research and Innovation
- The Medical Research Council
- The British Heart Foundation
- Cancer Research UK
- The National Institute for Health and Care Research
- The Economic and Social Research Council
- The Engineering and Physical Sciences Research Council
- Health and Care Research Wales
- Health and Social Care Research and Development Division (Public Health Agency, Northern Ireland)
- Chief Scientist Office of the Scottish Government
- Health and Social Care Directorates

## About Capacity Building at HDR UK

HDR UK's vision for Capacity Building is to bring together and train a national community of data scientists and aspiring health data scientists to work with diverse health data safely and securely so they can transform lives. We work with academia, the NHS, industry, and members of our UK Health Data Research Alliance to:

- Define the skills needed to work with health data to address important health challenges.
- Identify and curate a range of training resources through our Health Data Research Innovation Gateway to increase improved use of health data.
- Deliver training that addresses gaps, helping develop new careers and roles in Health Data Science.

Our training programmes support and equip scientists for a future where health data research studies can be rapidly taken forward and new connections are unconstrained by traditional discipline and organisational boundaries.

W: <https://www.hdruk.ac.uk/study-and-train/about-the-training-team/>

E: [learn@hdruk.ac.uk](mailto:learn@hdruk.ac.uk)

## HDR UK's values

HDR UK's values guide how we work together within HDR UK and with our partners and other stakeholders:

1. **Transparency:** we will share information, insights and innovations so that we learn faster together.
2. **Optimism:** we believe that we can make things better, that we can do things differently and that we can overcome challenges to create a new and thriving health data ecosystem that benefits patients and the public, the NHS, scientific discovery and industry.
3. **Respect:** we deliver better results when we work in a truly interdisciplinary way. We listen, share and respect a diversity of thought and opinion, perspective and experience. We are inclusive - leveraging and fairly attributing the expertise and capabilities of others.
4. **Courage:** we are leading the way and will be prepared to try new things, take risks, embrace ambiguity and challenge the status quo. We will contribute opinions to shape the future of health data research.
5. **Humility:** we have a lot to learn from others; and aim to be free from pride and arrogance.

## Our requirements

HDR UK is commissioning a review of its Black Internship Programme to objectively determine the extent to which it has achieved its intended outputs and outcomes.

Intended programme outputs:

- Provide health data science internship placements for Black students and graduates.
- Introduce Black students and graduates to health data science knowledge and practice.
- Create opportunities for Black students already studying or interested in health data science to gain experience in the field.

Intended programme outcomes:

- Raise awareness of the problem of racial bias within the health data science sector.
- Provide meaningful insight into career opportunities in health data science for Black interns.
- Encourage Black interns to consider health data science as a career.
- Change the approach of organisations working in health data science regarding recruitment and support of Black individuals.
- Establish HDR UK as a leader in advancing the careers of under-represented groups in health data science.

### 1.1.1 Review objectives:

- Evaluate the programme design and implementation, including the approach to engaging the target internship audience and host organisations.
- Determine if the BIP has achieved its intended outputs and outcomes.
- Understand the programme’s value to and influence on HDR UK and the wider health data science sector.
- Generate recommendations for the scope of the next iteration of the programme.

### 1.1.2 Review framework

The review design should be informed by a robust, validated evaluation framework, suitable for the nature of the programme. We recommend use of the Context, Input, Process, Product (CIPP) framework, as a well-established model for evaluation of educational programmes (Stufflebeam, 2003). However, we are open to alternative framework suggestions made by the consultants.

An outline of the CIPP evaluation framework, and how it can be applied to the BIP is given below. The review questions listed in the table are not exhaustive or final; we would like the review methodology to consider addressing these as well as others considered appropriate and relevant by the review team.

CIPP Category	Application	Review questions to consider	Audience
Context	Brief review of needs, priorities, and characteristics of the target population, at the time of programme inception. Consideration of the socio-political, economic, and cultural context in which the programme has been operating.  <i>NB: this section of the review should be conducted swiftly.</i>	<ul style="list-style-type: none"> <li>• Was the assumed unmet need valid?</li> </ul>	<ul style="list-style-type: none"> <li>• Interns</li> <li>• Host organisations</li> <li>• HDR UK Capacity Building Team</li> <li>• HDRUK (Wider Org)</li> <li>• Health data science sector</li> </ul>
Input	Review of the resources and strategy used to design and develop the	<ul style="list-style-type: none"> <li>• How does the programme design address the unmet need?</li> </ul>	<ul style="list-style-type: none"> <li>• Interns</li> <li>• Host organisations</li> </ul>

	programme. Identification of the strengths and weaknesses of the programme design.		<ul style="list-style-type: none"> <li>• HDR UK Capacity Building Team</li> <li>• HDRUK (Wider Org)</li> <li>• Health data science sector</li> </ul>
Process	Review of programme implementation and quality of service delivery to the target population.	<ul style="list-style-type: none"> <li>• What was the quality of interns' experiences, with respect to the intended programme outputs?</li> </ul>	<ul style="list-style-type: none"> <li>• Interns</li> <li>• Host organisations</li> <li>• HDR UK Capacity Building Team</li> <li>• HDRUK (Wider Org)</li> </ul>
Product	<p>Review of the extent to which the intended programme outputs and outcomes were achieved.</p> <p>Assessment of programme effectiveness, efficacy, efficiency, and sustainability.</p>	<ul style="list-style-type: none"> <li>• Descriptive review of interns – by career stage, sector/discipline, sex, socio-economic background, University type (e.g. Russell Group/non-Russell Group).</li> <li>• Descriptive review of placements provided – discipline, region.</li> <li>• How has the programme changed interns' knowledge and understanding of health data science?</li> <li>• Has the programme enabled Black individuals already studying/interested in health data science to gain sufficient experience in the field?</li> <li>• Has the programme raised awareness of racial bias within the sector? For whom?</li> <li>• Have interns received meaningful insight into career opportunities in health data science?</li> <li>• What has been the influence of the programme on interns' educational and career related decisions and trajectories/pathways?</li> <li>• What influence has the programme had on host organisation recruitment and</li> </ul>	<ul style="list-style-type: none"> <li>• Interns</li> <li>• Host organisations</li> <li>• HDR UK Capacity Building Team</li> <li>• HDRUK (Wider Org)</li> <li>• Health data science sector</li> </ul>

		<p>support of candidates/staff members from minority groups? And also on HDR UK?</p> <ul style="list-style-type: none"> <li>• What is the perceived reputation of HDR UK regarding working with under-represented groups in the sector?</li> <li>• To what extent has the programme effected organisational change in relation to institutional <a href="#">research culture</a> - within host organisations, within HDR UK, and within the health data science sector as a whole.</li> <li>• How does the BIP compare to other internship programmes in health data science or related fields?</li> <li>• Have there been any other, unexpected benefits or outcomes from the programme? Or any limitations, or negative outcomes?</li> </ul>	
--	--	--	--

### 1.1.3 Review methodology and data collection

We invite consultants to propose a detailed review methodology, which utilises the CIPP framework, or something similar, to capture the elements of the programme outlined in the table above. We anticipate that this will involve a mixed method approach, including but not necessarily limited to, the following components:

- Desk review of programme documents and relevant literature
- Qualitative data collection through interviews, and possibly focus group discussions, with key stakeholders from HDR UK, the programme Advisory Group, host organisations, past interns, and organisations familiar with the programme who have a high-level perspective of the health data science sector and EDI initiatives within it.
- Quantitative and qualitative data from surveying host organisations
- Quantitative and qualitative data from surveying past interns
- Descriptive analysis of the programme using quantitative programme data
- Comparative analysis of similar internship programmes in health data science or related fields.

### 1.1.4 Deliverables

1. Preliminary results are to be shared with a selection of key stakeholders in a workshop format, as part of a validation process of review findings, giving stakeholders an opportunity to comment and feedback.

2. The review team are to produce an evaluation report which includes the following sections:
  - Introduction
  - Conceptual framework
  - Methodology
  - Key findings – clearly responding to each of the review objectives and structured according to the conceptual framework
  - Discussion
  - Conclusions and recommendations
  
3. Cleaned datasets of all the data produced for the review.

Following receipt of the deliverables, HDR UK will be producing a manuscript for publication in such format it deems most appropriate. Tenderers are invited to provide input and suggestions as part of their tender into recommended format and/or potential contribution towards the production and publication of the manuscript.

### 3.1.1 Key relationships

The review team will work closely with the Doctoral and Internship Programme Manager and the Digital Health Programmes Manager (Capacity Building Team), as well as with other members of the Capacity Building Team responsible for implementing the Black Internship Programme.

## Selection criteria

Supplier will be selected on the basis of the Compliance and Scoring Criteria as set below and in more detail in Appendix 2.

ITT Selection Criteria	
Requirement	Weighting
1.0 Compliance Checking	PASS/REJECTED
2.1 The Tenderer’s understanding of the review task and context	5%
2.2 The Tenderer’s proposed review framework and methodology, with justification of choice	20%
2.3 The Tenderer’s prior relevant experience – using the proposed review framework and methodology; working on projects that relate to increasing diversity of	20%



representation in the health data science sector, or other related contexts; of conducting qualitative research.	
2.4 Perceived risks, challenges and mitigation strategies, and a conflict-of-interest statement	10%
2.5 The Tenderer’s proposed delivery timeline of key milestones, aligned with risk mitigation strategies.	10%
2.6 Total cost and VFM	20%
2.7 The suitability of the proposed team to undertake this review, as outlined in professional biographies of each individual.	15%
	<b>100%</b>

## Location

The majority of the review will be conducted remotely. In person meetings with HDR UK will be required on commencement of the review, to present the final methodology and timeline, and also for the preliminary findings validation workshop. These will take place at The Wellcome Trust, 215 Euston Road, London. All travel-related costs to attend in person meetings should be included in the proposed budget.

## Tender response format

Please submit your tender by 5.00pm on Friday 19<sup>th</sup> July 2024 by email to [learn@hdruk.ac.uk](mailto:learn@hdruk.ac.uk), also copying [procurement@hdruk.ac.uk](mailto:procurement@hdruk.ac.uk). Clarification questions should be submitted to these addresses by no later than 5:00pm on 5<sup>th</sup> July 2024.

Tenders to be a maximum of 15 pages (minimum font size 11).

Tenders should respond to the following questions:

1.	Detail your understanding of the Black Internship Programme and the need for the proposed review by Health Data Research UK. Your response should show evidence of research beyond the background information provided in this invitation tender.
----	---

2.	Describe the proposed project review framework and review methodology, including justification of your choice. Explain how the chosen review approach applies to the Black Internship Programme and the objectives specified.
3.	Provide details of your relevant prior experience including conducting project reviews using the chosen methodology, project reviews or other activities linked to improving diversity of representation in a particular field or sector, experience of qualitative research, and experience engaging different stakeholders in acquire a spectrum of evidence. Examples involving data science and/or health research related activities would be preferred. This could be in the form of a portfolio of short case studies. Please include examples of published work as an appendix, to support your response to this question.
4.	Explain any perceived risks and challenges that may arise from your proposed work and how you plan to identify and mitigate against these. Please include a risk assessment document as part of your response to this question, confirmation of up to date safe-guarding training, and a conflict-of-interest statement, notifying us of any potential identified conflicts.
5.	Provide a proposed timeline of activities. Set out key milestones, aligned with your mitigation approaches from Qu 4 above.
6.	Provide a detailed outline of the budget and expenditure items. You should provide justification of how the proposal represents value for money.
7.	Provide professional biographies of each of the review team members, detailing their relevant experience and expertise. Full CVs can be included as an appendix to the tender.

## Contracting

This engagement will be subject to HDR UK's Standard Terms and Conditions for Services, as set out in the Supply Agreement attached at Appendix 1.

## Budget

The contract value for the review is between £40,000 and £60,000, inclusive of VAT. Please note – tenders will be assessed on demonstrated value for money as set out in the scoring criteria in Appendix 2.

## Timing

Stage of process	Date	Location
Date ITT Issued	17/06/2024	
Deadline for clarification questions	05/07/2024 17:00 GMT/UTC/BST	<a href="mailto:Procurement@hdruk.ac.uk">Procurement@hdruk.ac.uk</a> and <a href="mailto:Learn@hdruk.ac.uk">Learn@hdruk.ac.uk</a>
Deadline for response	19/07/2024 17:00 GMT/UTC/BST	<a href="mailto:Procurement@hdruk.ac.uk">Procurement@hdruk.ac.uk</a> and <a href="mailto:Learn@hdruk.ac.uk">Learn@hdruk.ac.uk</a>
Notification of invitation to interview	09/08/2024	
Interview	02/09/2024	The Wellcome Trust, Gibbs Building, 215 Euston Road, London, NW1 2BE
Notification of intent to award	05/09/2024	
Contract start date	01/10/2024	
Contract end date	31/03/2025	

## Appendix 1: Standard Terms and Conditions for Services

### Supply Agreement

This supply agreement comprises: (a) the key terms set out in the table below, including any referenced appendices ("**Key Terms**"); and (b) the terms and conditions appended in the hereto (the "**T&Cs**"), together this "**Agreement**". To the extent that there is any conflict or ambiguity between the Key Terms and the T&Cs, a term contained in the Key Terms shall have priority over one contained in the T&Cs. All defined terms not defined in the Key Terms below are defined in the T&Cs.

Key Terms	
<b>Party details (each a "Party" and together the "Parties")</b>	
HDR UK Reference	<b>HDRUK2024.Insert Reference</b>
Supplier:	<b>[Insert Full Legal Name]</b> , a company incorporated in England and Wales (company number [Insert company number])with its registered office at [Insert Address](the " <b>Supplier</b> ")
HDR UK:	<b>Health Data Research UK</b> , a company incorporated in England and Wales (company number 10887014), and a charity registered with the Charity Commission (charity number 1194431) with its registered office at 215 Euston Road, London, NW1 2BE (" <b>HDR UK</b> ").
Supplier Notice Details:	For the attention of: [Insert Contact Name] Address: [insert address]  Email: [insert contact email]
HDR UK Notice Details	For the attention of: Head of Contracts, Procurement, and Policy Address: 215 Euston Road, London, NW1 2BE Email: <a href="mailto:Contracts@hdruk.ac.uk">Contracts@hdruk.ac.uk</a>
<b>Commercial terms</b>	
Commencement Date:	
End Date:	
Services	As set out in Appendix 3. Any amendment of the Services is subject to written agreement between Supplier and HDR UK.
Fees:	
Invoicing Schedule:	The Supplier shall invoice HDR UK upon completion of the Services. HDR UK shall pay the invoice in accordance with Clause 6 of this Agreement
Special Terms:	N/A



Health Data Research UK

By signing below each Party agrees to be bound by the terms of this Agreement. This Agreement may be entered into by the Parties in any number of counterparts. Each counterpart shall, when executed and delivered, be regarded as an original, and all the counterparts shall together constitute one and the same instrument.

**Signatories**

Signed by an authorised representative for and on behalf of:  
**Supplier**

Signed by an authorised representative for and on behalf of:  
**Health Data Research UK**

.....

.....

*Name:* .....

*Name:* .....

*Position:* .....

*Position:* .....

*Date:* .....

*Date:* .....

## APPENDIX 1 – TERMS AND CONDITIONS

### 1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, capitalised terms shall have the meanings ascribed to them above in the Key Terms or below, as applicable:

**"Applicable Law"** means in respect of either Party, all laws, statutes, regulations, directions, guidelines and codes of conduct of any governmental or other regulatory body of competent jurisdiction, and any orders of any court or other tribunal of competent jurisdiction which are applicable to the performance by that Party of its obligations or enjoyment of its rights under this Agreement;

**"Confidential Information"** means in relation to a Party (the "Disclosing Party") all information that would be regarded as confidential by a reasonable business person (however recorded, preserved or disclosed and whether or not marked as "confidential") which relates to the Disclosing Party, or to its employees, officers, customers or suppliers and which is directly or indirectly disclosed by or on behalf of the Disclosing Party to the other Party (the "Recipient") under or in connection with this Agreement (or which is learnt or acquired by the Recipient in connection with this Agreement), whether before or after the Commencement Date, including: (a) the terms of this Agreement; and (b) where the Supplier is the recipient, HDR UK Materials and all information and data relating to HDR UK systems (including any login details to such systems), but not including any information that: (i) is or becomes generally available to the public other than as a result of its disclosure by the Recipient in breach of this Agreement or of any other undertaking of confidentiality addressed to the Disclosing Party; (ii) was lawfully in the possession of the Recipient before the information was disclosed to it by the Disclosing Party; (iii) information which the Recipient can show by its written records was developed or created independently by or on behalf of the Recipient; or (iv) the Parties agree in writing is not confidential;

**"Deliverables"** means all documents, products and materials developed by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation the Key Deliverables;

**"Employee Liabilities"** means all claims, demands, actions, proceedings and any award, compensation, damages, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation), and any expenses and legal costs on an indemnity basis;

**"HDR UK Materials"** means all materials, equipment and tools, drawings, specifications and data supplied by HDR UK to the Supplier;

**"Intellectual Property Rights" or "IPRs"** means (a) patents, rights to inventions, designs, copyright and related rights, database rights, trade marks and trade names, rights in get-up and related goodwill and the right to sue for passing off or unfair competition (in each case whether registered, registerable or unregistered); (b) proprietary rights in domain names; (c) rights to use, and protect the confidentiality of, trade secrets, know-how and Confidential Information; (d) applications, and rights to apply for and be granted registrations, including extensions and renewals of, such rights; and (e) all other rights of a similar nature or having an equivalent effect anywhere in the world;

**"Supplier IPRs"** all IPRs that are owned by or licensed to the Supplier and which are or have been developed independently of this Agreement;

**"Term"** means the period between the Commencement Date to the End Date; and

**"VAT"** means value added tax or any other similar tax, charge or levy from time to time during the Term.

1.2 In this Agreement (except where the context otherwise requires): (a) use of the singular includes the plural and vice versa; (b) any reference to a statute, statutory provision, subordinate legislation, code or guideline ("legislation") is a reference to such legislation as amended, consolidated or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation; (c) any phrase introduced by the terms "including", "include" or any similar expression shall be construed as illustrative and shall not

limit the sense of the words preceding those terms, and (d) a reference to writing or written includes email.

### 2 SERVICES

2.1 The Supplier shall perform the Services and provide the Deliverables to HDR UK during the Term in accordance with this Agreement.

2.2 The Supplier shall perform the Services in a timely manner and so as to meet any performance and/or delivery dates for the Services specified in the Key Terms.

2.3 In supplying the Services, the Supplier shall: (a) perform the Services with all reasonable care and skill which would be expected from a skilled and experienced provider in accordance with best practice in the Supplier's industry, profession or trade; (b) co-operate with HDR UK in all matters relating to the Services; (c) ensure that the Services and Deliverables conform in all respects with the service description set out in the Key Terms and that the Deliverables shall be fit for any purpose that HDR UK expressly or impliedly makes known to the Supplier; (d) ensure that the Deliverables are of the best quality and are free from defects in workmanship, installation and design; and (e) use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled.

2.4 All Deliverables will be subject to sign-off by HDR UK and will only be considered as provided under this Agreement upon written confirmation from HDR UK to the Supplier that the Deliverables meet requirements. HDR UK has the right to inspect and test the Services at any time before or upon delivery. If following such inspection or testing HDR UK considers that the Services do not conform or are unlikely to comply with the Supplier's undertakings at 2.3, HDR UK shall inform the Supplier and the Supplier shall immediately take such remedial action at the Supplier's sole cost, as is necessary to ensure compliance. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Services and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under this Agreement, and HDR UK shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions. HDR UK reserves the right to terminate the Agreement in accordance with clause 10.2 if the Services do not comply with the Supplier's undertakings in clause 2.3.

### 3 GOODS

3.1 The Supplier shall supply and deliver the Goods in accordance with this Agreement, during normal business hours to HDR UK at the Delivery Location and on the delivery date(s) and at the time(s) specified in the Key Terms.

3.2 Risk in the Goods shall pass to HDR UK on completion of delivery, which shall occur on acceptance by HDR UK of the Goods at the Delivery Location. Title shall pass to HDR UK upon the earlier of: (a) payment for the relevant Goods being made by HDR UK; and (b) on completion of delivery of the Goods (as defined in this clause), in each case with full title guarantee.

3.3 The Supplier shall ensure that each delivery of Goods is accompanied by a delivery note which shows the order number, the type and quantity of Goods, special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered. If the Supplier requires HDR UK to return any packaging materials to the Supplier, that fact must be notified to HDR UK in writing and will be at the Supplier's cost.

3.4 The Supplier shall not deliver the Goods in instalments without HDR UK's prior written consent. Where it is agreed that Goods may be delivered by instalments, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment, shall entitle HDR UK to the remedies set out in clause 4.2.

3.5 HDR UK shall not be deemed to have accepted any Goods until HDR UK has had a reasonable time to inspect them following delivery, or if later, within a reasonable time after any latent defect in the Goods has become apparent. HDR UK has the right to inspect and test the Goods at any time before or upon delivery. If following such inspection or testing HDR UK considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.6, HDR UK shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under this Agreement, and HDR UK shall have the right

to conduct further inspections and tests after the Supplier has carried out its remedial actions.

3.6 The Supplier shall ensure that the Goods: (a) correspond with their description and any applicable specification in the Key Terms; (b) will be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by HDR UK expressly or by implication, and in this respect HDR UK relies on the Supplier's skill and judgement; (c) will be free from defects and remain so for 12 months after acceptance; (d) comply with all Applicable Laws, including those relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and (e) are properly packed and secured in such manner as to enable them to reach their destination in good condition.

#### 4 SUPPLIER'S OBLIGATIONS

4.1 In performing its obligations under this Agreement, the Supplier shall: (a) hold all HDR UK Materials in safe custody at its own risk and maintain HDR UK Materials in good condition until returned to HDR UK; (b) ensure that it obtains and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in this Agreement; and (c) comply with all Applicable Laws (including those relating to anti-bribery and anti-slavery) and any HDR UK policies provided to the Supplier from time to time.

4.2 If the Goods and/or Services (or any part thereof) are not delivered by the due date for delivery or performance of the same or do not comply with the undertakings set out in clauses 2.3, 3.6, 4.1, or 7.5, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods and/or Services, HDR UK may exercise any one or more of the following remedies: (a) to reject the Goods and/or Services (in whole or in part) and (with respect to Goods) return them to the Supplier at the Supplier's own risk and expense; (b) to require the Supplier to repair or replace the rejected Goods at the Supplier's expense, or re-perform the relevant Services, or to provide a full refund of the price of the rejected Goods and/or Services; (c) to refuse to accept any subsequent delivery of the Goods and/or provision of Services which the Supplier attempts to make, withhold any payment for such Goods and/or Services and/or terminate the agreement in accordance with Clause 10.3.

#### 5 HDR UK'S OBLIGATIONS

5.1 HDR UK shall: (a) provide such access to HDR UK's premises, facilities and data as may reasonably be requested by the Supplier and agreed with HDR UK in writing in advance, for the purposes of providing the Goods and/or Services; (b) provide such necessary information for the provision of the Goods and/or Services as the Supplier may reasonably request.

5.2 A failure by HDR UK to comply with the terms of this Agreement can only relieve the Supplier from complying with its obligations under this Agreement with effect from the date on which the Supplier notifies HDR UK in writing and in reasonable detail of HDR UK's failure and its effect or anticipated effect on the Services and/or delivery of Goods.

#### 6 FEES AND PAYMENT

6.1 In consideration for the provision of the Goods and/or Services, HDR UK shall pay the Supplier the Fees in accordance with this clause 6. The Fees are the full and exclusive remuneration of Supplier in respect of the Goods and/or the performance of the Services, and include the costs of packaging, insurance and carriage of the Goods (if applicable).

6.2 The Supplier shall invoice HDR UK as set out in the Key Terms. Each invoice shall include all supporting information reasonably required by HDR UK.

6.3 Subject to clause 4.5, HDR UK shall pay each invoice which is properly due and submitted to it by the Supplier within thirty (30) days of receipt to a bank account nominated in writing by the Supplier.

6.4 If HDR UK fails to pay the Supplier any sum due under this Agreement by the due date, HDR UK shall pay interest on the overdue amount, from the due date until payment of the overdue sum, at the rate of two percent (2%) per annum above Bank of England's base rate from time to time.

6.5 If there is a dispute about whether any amount is payable to the Supplier under this Agreement, HDR UK may withhold the amount in dispute until the dispute is resolved. If HDR UK disputes a payment in good faith, then the interest payable under clause 6.4 is only payable after the dispute

is resolved, on sums found or agreed to be due, from seven (7) days after the dispute is resolved until payment.

6.6 All Fees: (a) shall be payable in pounds sterling; and (b) are exclusive of VAT, which HDR UK shall pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

#### 7 INTELLECTUAL PROPERTY

7.1 Save in respect of the Supplier IPRs, the Supplier irrevocably assigns to HDR UK, absolutely with full title guarantee, by way of present and future assignment as at the date of creation all of its rights, title and interest (including all IPRs) in and to any such Deliverables without further consideration. Where applicable as part of this process, the Supplier shall ensure that a waiver of applicable moral rights is obtained from the author of any relevant copyright work forming part of the Deliverables.

7.2 The Supplier and its licensors shall retain ownership of all Supplier IPRs. The Supplier grants to HDR UK an irrevocable, non-exclusive, perpetual, sub-licensable, worldwide and royalty-free licence to use, copy and modify the Supplier IPRs for the purpose of receiving and using (a) the Services during the Term, and (b) the Deliverables in perpetuity.

7.3 HDR UK and its licensors shall retain ownership of all HDR UK Materials, including any IPRs therein. HDR UK grants to the Supplier a non-exclusive, non-transferable and royalty-free licence to use the HDR UK Materials (including any IPRs therein) during the Term and solely for the purpose of providing the Services to HDR UK in accordance with this Agreement.

7.4 The Supplier shall give HDR UK all reasonable assistance, and shall execute all documents, necessary to perfect, preserve, register or record its right in any such Deliverables.

7.5 The Supplier warrants that the receipt, use and onward supply (as applicable) of the Goods, Services and Deliverables by HDR UK shall not infringe the rights, including the IPRs, of any third party.

#### 8 MODERN SLAVERY AND ANTI-BRIBERY

8.1 The Supplier warrants that in carrying out the Services, it will comply with all Applicable Law, regulations and statutes, including those related to modern slavery and anti-bribery.

8.2 The Supplier warrants that neither it, its officers, agents or subcontractors have been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any actual or alleged offence of or in connection with slavery and/or human trafficking. The Supplier warrants that in performing its obligations under this Agreement, it (a) shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force ("Anti-Slavery Laws") including but not limited to the Modern Slavery Act 2015; (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales; (c) include in contracts with subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 8.2, and (d) notify HDR UK as soon as it becomes aware of any actual or suspected breach of this clause 8.2. The Supplier acknowledges and agrees that any breach of this clause 8.2 (however trivial) shall be deemed an irremediable material breach of this Agreement for the purposes of clause 10.3.

8.3 The Supplier warrants that neither it, its officers, agents or subcontractors have been convicted of any offence involving bribery and/or corruption or been the subject of any investigation, inquiry or enforcement proceedings regarding any actual or alleged offence of or in connection with bribery and/or corruption. The Supplier warrants that it shall comply with all applicable laws related to anti-bribery and anti-corruption in time to time in force, including but not limited to the Bribery Act 2010 and has and shall maintain in place its own policies and procedures, including Adequate Procedures (as defined in section 7(2) of the Bribery Act 2010 and any guidance issued under section 9 of that Act) under the Relevant Requirements, to ensure compliance with the Relevant Requirements and will enforce them where appropriate. The Supplier shall promptly notify HDR UK of any request or demand for any undue financial or other advantage of any kind received by it in connection with this Agreement. The Supplier shall ensure that any Associated Person (as defined in section 8 of the Bribery Act 2010) who it involves in the performance of any obligations under this

Agreement and/or the provision of support services does so only on the basis of a written agreement which imposes on and secures from such Associated Person terms equivalent to those imposed on the Supplier under this Clause 8.3. The Supplier shall be responsible for the observance and performance by such Associated Persons of such terms, and shall be liable to the HDR UK for any breach by such Associated Persons of any such terms. The Supplier acknowledges and agrees that any breach of this clause 8.3 (however trivial) shall be deemed an irremediable material breach of this Agreement for the purposes of clause 10.3.

## 9 DATA PROTECTION

9.1 The Parties shall comply with Appendix 2 hereto.

## 10 TERM AND TERMINATION

10.1 This Agreement shall commence on the Commencement Date and shall (unless terminated earlier in accordance with its terms) continue in force for the duration of the Term.

10.2 Without affecting any other right or remedy available to it, HDR UK may suspend or terminate this Agreement (a) without liability, for convenience by giving the Supplier thirty (30) days written notice; (b) by notice in writing to the Supplier if the Supplier breaches any of the terms of this Agreement, such notice to specify the effective date of termination; and/or (c) by notice if, in the reasonable opinion of HDR UK, this Agreement or the Supplier is deemed to compromise, or appear to compromise HDR UK's values and principles, with reference to HDR UK's policies and routine risk management processes, such notice to specify the effective date of termination.

10.3 Without affecting any other right or remedy available to it, either Party may terminate this Agreement by notice in writing to the other Party, such notice to specify the effective date of termination, if: (a) the other Party commits a material breach of the terms of this Agreement or (if such breach is capable of remedy) fails to remedy that breach within thirty (30) days after being notified in writing to do so; (b) the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or (c) the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

10.4 On expiry or termination of this Agreement for any reason, the Supplier shall: (a) immediately deliver to HDR UK all Deliverables whether or not then complete, and return all HDR UK Materials; and (b) if so requested by HDR UK, provide all assistance reasonably required by HDR UK to facilitate the smooth transition of the Services to HDR UK or any replacement supplier appointed by it.

10.5 On expiry or termination of this Agreement for any reason, subject to HDR UK's right to retain any documents or materials (including Confidential Information) to: (a) comply with any Applicable Laws; (b) continue to take the full benefit of the Goods, Services and/or Deliverables; and/or (c) facilitate the transfer of any Services to a replacement supplier, each Party shall return or, if specifically requested to do so in writing, destroy all Confidential Information of the other Party which such Party has in its control or possession and, in the case of destruction of Confidential Information, certify that such destruction has taken place.

10.6 The Parties agree that it is not intended that the expiry or termination of this Agreement or the Services (in whole or in part) will give rise to a relevant transfer for the purposes of the Transfer of Undertakings (Protection of Employment) Regulation 2006 or any equivalent legislation in any relevant jurisdiction (the "Transfer Regulations") and that the Transfer Regulations shall not apply on expiry or termination of this Agreement or the Services (in whole or in part). Neither HDR UK nor any replacement supplier shall have any liability for any Supplier personnel or former Supplier personnel or any other person whatsoever on expiry or termination of the Services (in whole or in part) and the Supplier shall indemnify HDR UK and any replacement Supplier against all Employee Liabilities suffered or incurred by HDR UK or a replacement Supplier as a result of (a) any claim or demand made or brought against HDR UK or a

replacement Supplier by any Supplier personnel or former Supplier personnel or any claim submitted on their behalf by a trade union or employee representative or otherwise on the grounds that their employment and/or any liabilities in connection with that employment, its termination or cessation howsoever arising (including for the avoidance of doubt as a result of its termination or non-acceptance into employment by HDR UK or a replacement Supplier) have or should have transferred to HDR UK or a replacement Supplier pursuant to the Transfer Regulations, and (b) any claim or demand made or brought by any person whomsoever on the grounds that there has been a failure in whole or in part to inform and/or consult under the Transfer Regulations on the part of the Supplier or HDR UK or a replacement Supplier in connection with any relevant transfer under the Transfer Regulations. Notwithstanding any provision to the contrary in the Agreement, for the purposes of this clause 10.6 and in accordance with the Contracts (Rights of Third Parties) Act 1999 any replacement Supplier shall be entitled to enforce the benefits conferred on it by this clause 10.6. The consent of the replacement Supplier shall not be required for the variation or termination of this clause 9.6 even if that variation or termination affects or will affect the benefits conferred on the replacement Supplier.

10.7 Termination or expiry of this Agreement shall not affect the accrued rights, remedies, obligation or liabilities of the Parties.

10.8 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

## 11 LIMITATION OF LIABILITY

11.1 Nothing in this Agreement shall operate so as to exclude or limit the liability of either Party to the other for death or personal injury caused by its own negligence, fraud or fraudulent misrepresentation, and/or any other liability which may not be limited or excluded under applicable law.

11.2 Subject to clauses 11.1 and 11.3, and (in relation to the Supplier) excluding any liability under clause 11.4, the total aggregate liability of each Party to the other Party under or in relation to this Agreement, including liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence) and breach of statutory duty, shall not exceed the greater of (a) the total contract value, being the total Fees stated to be payable during the Term in the Key Terms (or if such value is not known, the agreed estimated total Fees to be payable during the Term); or (b) 150% of the total amount of Fees received by the Supplier from HDR UK in the 12-month period preceding the month in which the relevant event giving rise to the claim arose.

11.3 Subject to clause 11.1, in no event shall either Party be liable to the other for any indirect or consequential loss, whether arising from negligence, breach of contract or otherwise.

11.4 The Supplier's liability shall be unlimited in respect of any losses arising (a) under or in relation to the indemnity given in clause 10.6, (b) from abandonment of this Agreement, or (c) in relation to a breach of clause 4.1(c), clause 7.5, clause 8, clause 9, or clause 13.

## 12 INSURANCE

12.1 During the Term and for a reasonable period thereafter, the Supplier shall maintain in force, with a reputable insurance company, appropriate insurance to cover the liabilities that may arise under or in connection with this Agreement, and shall produce to HDR UK on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## 13 CONFIDENTIALITY AND PUBLICITY

13.1 The Recipient shall at all times (i) keep all Confidential Information secret and confidential and prevent its unauthorised disclosure, and (ii) not disclose Confidential Information to any person except with the prior written consent of the Disclosing Party or in accordance with clause 13.2.

13.2 The Recipient may disclose the Disclosing Party's Confidential Information: (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the Recipient's obligations under this Agreement. The Recipient shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the Disclosing Party's Confidential Information comply with this clause



13; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. In such circumstances, the Recipient shall (provided that it is practical and lawful to do so) notify the Disclosing Party in writing as soon as practicable before the disclosure referred to in this clause 13.2(b).

13.3 The Recipient shall not use the Disclosing Party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

13.4 The Supplier shall not issue any press release or other public document, or make any public statement, relating to the execution or subject matter of this Agreement without HDR UK's prior written consent (including as to the form, content and timing of the release, document or statement).

## 14 GENERAL

14.1 Provided that it complies with the remainder of this clause 14.1, a Party shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if and to the extent that (a) such delay or failure directly results from events, circumstances or causes beyond its reasonable control ("Force Majeure Event"), and (b) if the Force Majeure Event was reasonably foreseeable, the impact or effect of such Force Majeure Event could not have been reasonably mitigated against or avoided. In order to claim relief under this clause 14.1, the affected Party shall (a) promptly notify the other Party in writing of the Force Majeure Event, including detail on its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement, and (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations. If the period of delay or non-performance continues for seven (7) days, HDR UK may terminate this Agreement by giving written notice to the affected Party.

14.2 Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing and shall be delivered by hand, by email or by next working day delivery service at its postal or email address (as applicable) as set out in the Key Terms, or such other address as may have been notified by that Party for such purposes. Any notice shall be deemed received on the next working day after it is sent.

14.3 The Supplier may not assign, transfer, charge, subcontract or deal in any other manner any or all of its rights or obligations under this Agreement without

the prior written consent of HDR UK. As at the Commencement Date, HDR UK consents to the appointment of the subcontractor(s) identified in the Key Terms (if any). If HDR UK consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.

14.4 The Parties agree that (a) the rights, powers and remedies provided in this Agreement are (except as expressly provided) cumulative and not exclusive of any rights, powers and remedies provided by law or otherwise; (b) if any provision of this Agreement is found by any competent authority or a court of law to be invalid or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect and the provision shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable; (c) no failure or delay by a Party to exercise any right or remedy shall constitute a waiver of that or any other right or remedy and a waiver is only effective if given in writing; (d) no variation of this Agreement shall be effective unless it is in writing and signed by both Parties; (e) this Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter; (f) these T&Cs apply to the exclusion of any other terms that the Supplier may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing; and (g) except as set out in this Agreement, a person who is not a Party to this Agreement may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.

14.5 This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales, and shall be subject to the exclusive jurisdiction of the English courts (provided that the foregoing is without prejudice to each Party's right to seek injunctive or other interlocutory relief in any court of competent jurisdiction).

## Appendix 2 Data Protection

### 1. Definitions

1.1 For the purposes of this Appendix 2:

(a) "Data Protection Legislation" means the GDPR, the UK Data Protection Act 2018, Directive 2002/58/EC and any legislation and/or regulation implementing or made pursuant to them, or which amends, replaces, re-enacts or

consolidates any of them, and all other applicable laws relating to processing of personal data and privacy that may exist in any relevant jurisdiction, including, where applicable, the guidance and codes of practice issued by supervisory authorities;

- (b) "GDPR" means, in each case to the extent applicable to the processing activities: (i) Regulation (EU) 2016/679; and (ii) any legislation equivalent to, or replacing, Regulation (EU) 2016/679 as a result of any legislation arising out of the withdrawal of the UK from the European Union;
- (c) "HDR UK Personal Data" has the meaning given in paragraph 2.1 below;
- (d) "Security Breach" means any accidental, unauthorised or unlawful destruction, loss, alteration, or disclosure of, or access to HDR UK Personal Data; and
- (e) "controller", "processor", "data subject", "personal data", "processing", and "appropriate technical and organisational measures" will be interpreted in accordance with the Data Protection Legislation.

## HDR UK Personal Data

Subject to paragraph 2.2, with respect to the Parties' rights and obligations under this Agreement, the Parties acknowledge and agree that HDR UK is the controller and Supplier is the processor of any HDR UK personal data that is processed by or on behalf of Supplier in the course of performing the Services and its obligations under this Agreement ("HDR UK Personal Data").

The Parties acknowledge and agree that the Supplier is a controller of business contact details of HDR UK personnel that is processed by or on behalf of Supplier in the course of performing the Services and its obligations under this Agreement, and the Supplier shall comply with its obligations under Data Protection Legislation in respect of such personal data.

The subject-matter of the data processing is the performance of the Services. The obligations and rights of HDR UK are as set out in this Agreement. The data processing description below sets out the nature, duration and purpose of the processing under this Agreement, the types of HDR UK Personal Data that Supplier processes and the categories of data subject whose personal data is processed.

## Supplier Obligations

Supplier shall:

- process the HDR UK Personal Data only in accordance with written instructions from HDR UK from time to time, which may be specific instructions or instructions of a general nature as set out in this Agreement. If Supplier is required to process HDR UK Personal Data for any other purpose by UK, European Union ("EU") or EU Member State laws to which Supplier is subject, Supplier will inform HDR UK of this requirement first, unless such law(s) prohibit(s) this on important grounds of public interest;
- at all times comply with applicable Data Protection Legislation and notify HDR UK immediately if, in Supplier's opinion, an instruction for the processing of HDR UK Personal Data given by HDR UK breaches applicable Data Protection Legislation;
- ensure that Supplier personnel required to process the HDR UK Personal Data are subject to a binding duty of confidentiality in respect of such HDR UK Personal Data and take reasonable steps to ensure the reliability of any Supplier personnel who have access to the HDR UK Personal Data;
- assist HDR UK, always taking into account the nature of the processing at no extra cost:

by appropriate technical and organisational measures and in so far as is possible, in fulfilling HDR UK's obligations to respond to requests from data subjects exercising their rights (including by promptly notifying HDR UK in writing if it receives a request from any data subject in relation to the exercise of their rights in connection with HDR UK Personal Data);

in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the information available to Supplier; and

by making available to HDR UK all information which HDR UK reasonably requests to allow HDR UK to demonstrate that the obligations set out in Article 28 of the GDPR relating to the appointment of processors have been met; and

implement appropriate technical and organisational measures to protect HDR UK Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction, damage or theft of HDR UK Personal Data and having regard to the nature of the personal data which is to be protected.

Supplier must not retain any of the HDR UK Personal Data for longer than is necessary to perform its obligations under this Agreement and shall, upon HDR UK's request, securely destroy or return all HDR UK Personal Data and delete existing copies of the HDR UK Personal Data except to the extent that the applicable laws of the UK, the EU or other EU Member State to which Supplier is subject requires continued storage of the HDR UK Personal Data.

Subject to clause 13.5 of this Agreement, if the European Commission lays down, or an applicable supervisory authority adopts, standard contractual clauses for the matters referred to in this Appendix 2 and HDR UK notifies Supplier that it wishes to incorporate any element of any such standard contractual clauses into this Agreement, Supplier shall agree to the changes as reasonably required by HDR UK in order to achieve this.

## Security Breach

In the event of an actual or suspected Security Breach, Supplier will:

- take action immediately, at Supplier's own expense, to investigate the suspected Security Breach and to identify, prevent and mitigate the effects of the suspected Security Breach and to remedy the Security Breach;
- notify HDR UK without undue delay and provide HDR UK with a detailed description of the Security Breach including:
  - the likely impact of the Security Breach;
  - the categories and approximate number of data subjects affected and their country of residence and the categories and approximate number of records affected;
  - the risk posed by the Security Breach to individuals; and
  - the measures taken or proposed to be taken by Supplier to address the Security Breach and to mitigate its adverse effects;
- provide timely updates to the information specified in paragraph 4.1(b) above and any other information HDR UK may reasonably request relating to the Security Breach; and

not release or publish any filing, communication, notice, press release, or report concerning the Security Breach without HDR UK's prior written approval (except where required to do so by law).

#### **Sub-processors**

Supplier shall not give access to or transfer any HDR UK Personal Data to any third party (including any affiliates or subcontractors) without the prior written consent of HDR UK. Where HDR UK does consent to Supplier engaging a subcontractor to provide any part of the Services involving the processing of HDR UK Personal Data (a "**Sub-processor**"), Supplier shall ensure the reliability and competence of such Sub-processor, and shall include in any contract with such Sub-processor provisions in favour of HDR UK which are equivalent to those in this Appendix 2 and as are required by applicable Data Protection Legislation. For the avoidance of doubt, where a Sub-processor fails to fulfil its obligations under any sub-processing agreement or any applicable Data Protection Legislation or otherwise causes Supplier to be in breach of the obligations of this Appendix 2, Supplier will remain fully liable to HDR UK for the fulfilment of its obligations under this Agreement.

As at the Commencement Date, HDR UK consents to the appointment of the Sub-processor(s) identified below, if any.

#### **Data Transfers**

Supplier will not process HDR UK Personal Data outside the UK or European Economic Area (EEA), or a country in respect of which a valid adequacy decision has been issued by the European Commission or adequacy determined by another valid method under applicable Data Protection Legislation, except with the prior written consent of HDR UK.

Where HDR UK does consent to the transfer of HDR UK Personal Data outside of the UK or EEA (as applicable), Supplier shall comply with all applicable provisions of the Data Protection Legislation relating to the transfer of such personal data outside of the UK or EEA (as applicable) and undertakes to take all steps necessary to comply with those provisions.

In the event that HDR UK gives its consent to Supplier transferring HDR UK Personal Data outside the UK and/or the EEA (as applicable) and a relevant European Commission decision or other valid adequacy method under applicable Data Protection Legislation on which HDR UK has relied in authorising the data transfer is held to be invalid, or that any supervisory authority requires transfers of personal data made pursuant to such decision to be suspended, then HDR UK may, at its discretion, require Supplier to cease processing personal data to which this paragraph applies, or co-operate with it and facilitate use of an alternative transfer mechanism.

#### **Audit**

Supplier shall at no additional cost, keep or cause to be kept such information as is necessary to demonstrate compliance with its obligations under this Appendix 2 including a full and accurate record of all categories of processing activities carried out on behalf of HDR UK containing the information prescribed in applicable Data Protection Legislation.

Supplier shall allow HDR UK and its respective auditors or authorised agents to conduct audits or inspections during the Term, and provide all reasonable assistance in order to assist HDR UK in exercising its audit rights under this paragraph 7. The purposes of an audit pursuant to this paragraph 7 include verifying that Supplier and its Sub-processors are processing personal data in accordance with the obligations under this Appendix 2.

<b>Data Processing Description</b>	
Duration of processing:	The Term plus the period following the expiry or termination of this Agreement until the destruction or return of all HDR UK Personal Data in accordance with the requirements of this Agreement.
Nature and purposes of the processing:	Supplier will process the HDR UK Personal Data for the purpose of providing the Services to HDR UK in accordance with the terms of this Agreement.
Data subjects:	
Categories of data:	

## Appendix 2: Scoring Criteria

### Compliance Criteria

<b>1.0 Compliance Checking</b>		
1.1	Tender received on time?	Yes / No
1.2	Tender complete and in the requested format?	Yes / No
1.3	HDR UK Standard Terms and Conditions shared and understood to be basis of any contract without caveat?	Yes / No
1.4	Financial strength assessed and risk acceptable?	Yes / No
1.5	Compliance with HDR UK Ethical Assessment Policy?	Yes / No
1.6	Confirmation of up to date safe-guarding training (submitted in response to Qu 4 of tender)	Yes / No
<p><b>Scoring Criteria:</b></p> <p>PASS – Tender is compliant, or Tenderer has corrected any obvious error in their Tender after clarification.</p> <p>REJECTED – Tender is not compliant, including any clarification measures.</p>		

## Scoring Criteria

### **2.1 The Tenderer’s understanding of the review task and context**

**Scoring Criteria:**

- 0 - Absent or does not meet the criterion in any respect
- 1 - Response has significant major shortcomings and clear deficiencies, which on balance outweigh positive aspects that meet some of the criterion requirements
- 2 - Response has multiple shortcomings and/or deficiencies, which are balanced with the positive aspects that meet some of the criterion requirements
- 3 - Response has minor shortcomings and/or deficiencies, but on balance these are outweighed by the positive aspects that meet the majority of the criterion requirements.
- 4 - The response meets most aspects of the criterion with only very minor shortcomings or deficiencies
- 5 - The response meets the criterion in all material respects

### **2.2 The Tenderer’s proposed review framework and methodology, with justification of choice**

**Scoring Criteria:**

- 0 - Absent or does not meet the criterion in any respect
- 1 - Response has significant major shortcomings and clear deficiencies, which on balance outweigh positive aspects that meet some of the criterion requirements
- 2 - Response has multiple shortcomings and/or deficiencies, which are balanced with the positive aspects that meet some of the criterion requirements
- 3 - Response has minor shortcomings and/or deficiencies, but on balance these are outweighed by the positive aspects that meet the majority of the criterion requirements.
- 4 - The response meets most aspects of the criterion with only very minor shortcomings or deficiencies
- 5 - The response meets the criterion in all material respects

### **2.3 The Tenderer’s prior relevant experience – using the proposed review framework and methodology; working on projects that relate to increasing diversity of representation in the health data science sector, or other related contexts; of conducting qualitative research.**

**Scoring Criteria:**

- 0 - Absent or does not meet the criterion in any respect
- 1 - Response has significant major shortcomings and clear deficiencies, which on balance outweigh positive aspects that meet some of the criterion requirements
- 2 - Response has multiple shortcomings and/or deficiencies, which are balanced with the positive aspects that meet some of the criterion requirements
- 3 - Response has minor shortcomings and/or deficiencies, but on balance these are outweighed by the positive aspects that meet the majority of the criterion requirements.
- 4 - The response meets most aspects of the criterion with only very minor shortcomings or deficiencies
- 5 - The response meets the criterion in all material respects

**2.4 Perceived risks, challenges and mitigation strategies. Include risk assessment document, statement of conflict-of-interest, and confirmation of up-to-date safe-guarding training.**

**Scoring Criteria:**

- 0 - Absent or does not meet the criterion in any respect
- 1 - Response has significant major shortcomings and clear deficiencies, which on balance outweigh positive aspects that meet some of the criterion requirements
- 2 - Response has multiple shortcomings and/or deficiencies, which are balanced with the positive aspects that meet some of the criterion requirements
- 3 - Response has minor shortcomings and/or deficiencies, but on balance these are outweighed by the positive aspects that meet the majority of the criterion requirements.
- 4 - The response meets most aspects of the criterion with only very minor shortcomings or deficiencies
- 5 - The response meets the criterion in all material respects

**2.5 Ability of the team to deliver the review against the proposed timeline**

**Scoring Criteria:**

- 0 - Absent or does not meet the criterion in any respect
- 1 - Response has significant major shortcomings and clear deficiencies, which on balance outweigh positive aspects that meet some of the criterion requirements
- 2 - Response has multiple shortcomings and/or deficiencies, which are balanced with the positive aspects that meet some of the criterion requirements
- 3 - Response has minor shortcomings and/or deficiencies, but on balance these are outweighed by the positive aspects that meet the majority of the criterion requirements.
- 4 - The response meets most aspects of the criterion with only very minor shortcomings or deficiencies
- 5 - The response meets the criterion in all material respects

**2.6 Total cost and VFM**

**Scoring Criteria:**

- 0 - Absent or does not meet the criterion in any respect
- 1 - Response has significant major shortcomings and clear deficiencies, which on balance outweigh positive aspects that meet some of the criterion requirements
- 2 - Response has multiple shortcomings and/or deficiencies, which are balanced with the positive aspects that meet some of the criterion requirements
- 3 - Response has minor shortcomings and/or deficiencies, but on balance these are outweighed by the positive aspects that meet the majority of the criterion requirements.
- 4 - The response meets most aspects of the criterion with only very minor shortcomings or deficiencies
- 5 - The response meets the criterion in all material respects

<b>2.7 The quality of proposed review team</b>
<p><b>Scoring Criteria:</b></p> <p>0 - Absent or does not meet the criterion in any respect</p> <p>1 - Response has significant major shortcomings and clear deficiencies, which on balance outweigh positive aspects that meet some of the criterion requirements</p> <p>2 - Response has multiple shortcomings and/or deficiencies, which are balanced with the positive aspects that meet some of the criterion requirements</p> <p>3 - Response has minor shortcomings and/or deficiencies, but on balance these are outweighed by the positive aspects that meet the majority of the criterion requirements.</p> <p>4 - The response meets most aspects of the criterion with only very minor shortcomings or deficiencies</p> <p>5 - The response meets the criterion in all material respects</p>

## Weightings

<b>ITT Selection Criteria Weightings</b>	
<b>Requirement</b>	<b>Weighting</b>
1.0 Compliance Checking	PASS/REJECTED
2.1 The Tenderer's understanding of the review task and context	5%
2.2 The Tenderer's proposed review framework and methodology, with justification of choice	20%
2.3 The Tenderer's prior relevant experience – using the proposed review framework and methodology; working on projects that relate to increasing diversity of representation in the health data science sector, or other related contexts; of conducting qualitative research.	20%
2.4 Perceived risks, challenges and mitigation strategies	10%
2.5 Ability of the team to deliver the review against the proposed timeline	10%
2.6 Total cost and VFM	20%
2.7 The quality of proposed review team	15%
	<b>100%</b>